



**ISSAQUAH  
SCHOOL DISTRICT 411**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
ISSAQUAH SCHOOL DISTRICT**

**AND**

**WASHINGTON STATE COUNCIL OF COUNTY AND  
CITY EMPLOYEES LOCAL #21- I**

**JULY 1, 2019 - JUNE 30, 2022**



**WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY EMPLOYEES  
AFSCME AFL-CIO**



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The Board of Directors of Issaquah School District No. 411 (hereinafter known as the Employer) and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local #21-I (hereinafter referred to as the Union) do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the Employer, and to promote the morale, well-being and security of the employee.

## **ARTICLE 1 - RECOGNITION**

**Section 1.1.** For the term of this Agreement, the Employer agrees to recognize the Union as the exclusive Bargaining agent for all full-time and regular part-time employees of the Transportation Department, with the following exceptions:

- A. Transportation Department Director;
- B. Supervisory and/or confidential employees as defined by the Public Employment Relations Commission (PERC);
- C. Employees represented by other Bargaining Units as recognized by the Public Employment Relations Commission (PERC).

**Section 1.2.** Only Bargaining Unit members may operate Transportation Department buses, with the following exemptions:

- A. Emergency use by licensed supervisory Transportation Department personnel when regular drivers are not reasonably available.
- B. Maintenance related activities by properly licensed mechanics.

## **ARTICLE 2 - RESPONSIBILITY**

**Section 2.1.** The parties recognize that under this Agreement each of them has responsibilities for the welfare and security of the employees.

- A. The Employer recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.
- B. The Union recognizes the responsibility of the employees as to the safety and well-being of the children to the best of their ability.

## **ARTICLE 3 - UNION SECURITY**

**Section 3.1.** Local #21-I of Washington State Council of County and City Employees, WSCCCE, is recognized as the official bargaining agent for all employees performing work within the units covered by this Agreement in the Issaquah School District and it is agreed that the Employer shall remain neutral when communicating with employees about Union membership and redirect the employee to discuss union membership with a union staff representative

**Section 3.1.1.**

For current Union members, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

**Section 3.1.2.** The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member in good standing or is a union member desiring to drop out of membership, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

**Section 3.2.**

An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

**Section 3.3.**

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

**Section 3.4.**

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

## **ARTICLE 4 - UNION MANAGEMENT RELATIONS**

**Section 4.1.** All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

## **ARTICLE 5 - EMPLOYMENT CONDITIONS**

**Section 5.1.** Any newly hired employee, regardless of previous bus driving experience, shall, for the purposes of compensation, have a probationary period of forty (40) working days. Any day worked, regardless of the hours, will count toward the probationary period. The probationary period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence. At the completion of forty (40) working days, the employee shall immediately move to the regular wage scale of Exhibit A. If the pay check following the probationary period does not reflect the increase in salary, the employee shall receive the increase retroactive from the completion date in the next pay check.

**Section 5.1.1** Any newly hired employee, regardless of previous bus driving experience, shall, for the purposes of performance and misconduct, be subject to termination without cause for a probationary period of one hundred (100) working days. Any day worked, regardless of the hours, will count toward the probationary period. The probationary period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence.

**Section 5.2.** New employees will start on the salary schedule as herein provided in Exhibit A.

**Section 5.3.** It is agreed that no employee shall be requested or required to make an individual contract, agreement, stipulation, or affidavit which relates to hours, wages, working conditions, or any matters which may affect his/her employment rights in this school district.

This section shall not pertain to work performed outside of the Transportation Department which does not conflict with driving responsibilities. The District will consult with the Union to confirm that there is no conflict with this Agreement.

**Section 5.4.** An employee who is called to serve on a jury shall be excused from work for the days which are served. The employee shall be granted regular earnings and benefits for the time consumed in such services. Any compensation received from the Court, except transportation, meals, or lodging, shall be paid to the District. Such payment to the District shall not exceed the employee's normal daily pay for each day of service.

The employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

When an employee is a witness for, or co-defendant with, the District, and the action arose out of District employment, the employee shall be granted full salary compensation for the time

consumed in such services. Any compensation received from the Court, except transportation (when not paid by the District), meals, or lodging, shall be paid by the employee to the District.

**Section 5.5. Training and Testing:** See Transportation Department operating procedures as provided in Exhibit B.

## **ARTICLE 6 - TERMINATION, DISCHARGE AND DISCIPLINE**

**Section 6.1. Termination of Employment by the Employee:** Employees shall provide written notice of their intent to terminate their employment.

**Section 6.2.** If the Employer, due to the severe nature of the alleged offense, wishes to remove an employee from driving, pending an investigation, such employee may be placed on paid administrative leave.

**Section 6.3. Discipline:** All disciplinary action shall be based on just cause, other than employees on Probation. The District may immediately suspend or terminate any employee for intoxication on the job, gross insubordination, falsification in the course of professional practice, or other serious infractions. Otherwise said disciplinary action or measures shall be progressive and may include one or more of the following, but no others: Verbal reprimand, written reprimand, suspension without pay (notice to be given in writing) or termination. .

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

If the District proposes disciplinary actions that include a suspension and/or termination, the employee Union President, and Staff Representative will be notified of such in writing. The employee shall be offered a Loudermill hearing within ten working days of the written notification of proposed discipline, prior to the imposition of the suspension or termination. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the last step if deemed necessary by either party.

**Section 6.4.** Upon written request of the employee, documented discipline shall be removed from the supervisor's working file and the employee's personnel file after three calendar years from the imposition of discipline. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

## **ARTICLE 7 - SENIORITY, LAYOFFS, JOB POSTINGS, AND RECALL**

**Section 7.1.** A seniority list shall be established by the Employer and a seniority date shall be given to each employee covered under the terms of this Agreement. Each employee shall be given as his/her seniority date the calendar day, year, and hour when such employee started



his/her term of employment. This date for start of employment shall be considered as the day a driver is first transporting students. Seniority lists shall be available to the Union upon request.

**Section 7.2.** Seniority will prevail in the event of a reduction of staff, layoff, recall and job assignments.

**Section 7.3.** The Union and Management will meet at least two (2) weeks prior to package selection to review packages and equipment choices. All buses to be used that school year shall be listed as available for bid or reserved for substitute use. Questions regarding appropriateness of equipment shall be resolved between the Union and Management. Approximately one week prior to the start of school, the District will present prepared package runs. The packages will be posted as "Regular" runs or as "Special Needs" runs. For establishing a different bid time frame, the District will meet with representatives of the Union to establish an alternate date by mutual agreement. If the parties are able to agree on an October bid, the parties shall put in place an understanding that protects drivers from losing hours at the beginning of the year based on run changes.

- A. Drivers will select an A.M. and/or P.M. regular or special needs package and the appropriate equipment for such run package, with the most senior drivers having the first choice and others making their selections in order of their seniority. Drivers will select mid-morning and/or kindergarten regular or kindergarten special needs runs in order of their seniority; i.e., at initial time of selecting "run package", a driver will not select an A.M. of one package and a P.M. of another package. Effective July 1, 2008, no more than ten (10) routes per school year will be allowed to be split by drivers during the selection process.
  
- B. "Special Needs" runs. For the purposes of this Agreement "Special needs" students shall be defined as any student under the supervision of the Special Services Department who cannot reasonably be expected to:
  - 1. Get to and from the drop-off and pick-up point to their home without supervision.
  - 2. Get into or out of a transportation department vehicle without help from another person or special equipment.
  - 3. Seat themselves and/or secure themselves and remain seated without the help or supervision of another person. Drivers will accommodate the medically certified needs of special needs students as medical and safety conditions change.

The Union is committed to the principles of the Americans with Disabilities Act and the concept of "mainstreaming" children with disabilities, balanced against the health and safety of our drivers and other students. Therefore, students who are designated as "special needs" according to the above definition shall be transported only on runs designated as "special needs" runs. "Special Needs"

students may be placed on regular runs, if the driver is accompanied by an aide who is responsible for said student(s) or with the agreement of the Union, the transportation director, and the Special Services Department. If mutual agreement is not available, the District shall comply with State and Federal regulations. All medical information on special needs students pertinent to the driver and legally releasable shall be made available to the affected drivers.

- C. Reassignment of a driver's equipment for a package run shall only be for the following reasons: Drivers needing accommodation based on medical needs (as determined through appropriate ADA documentation), Overload, or for any mutually agreed reason. Any question of reassignment shall be determined by a committee consisting of the Director of Transportation, the driver trainer, one Union executive board member, and the affected driver.
- D. Effective upon ratification by the parties, drivers who agree and State Certified Driver Trainers within the bargaining unit shall have their runs used as training runs as necessary through the course of the year. These runs shall be used for training purposes and, to the extent possible, for a learning period for new drivers. When more than one driver is on training status, the individuals shall be transferred to transporting students in sequence according to performance and test results as determined by the Director of Transportation. State Certified Driver Trainers and drivers within the bargaining unit shall be compensated at the Assistant Driver Trainer rate for package hours while conducting training or having their run used for training purposes and shall only be used as a substitute after all other substitutes have been given the opportunity. This section may be modified by mutual agreement, based on necessity, arising out of the District's implementation of a new training program.
- E. The School District will reimburse a driver who is required to take the Commercial Driver's License driving skills test. Reimbursement can only take place after receipt for such testing is presented to payroll for accounting purposes. Regular full-time drivers shall be reimbursed the following September after taking the test. New/sub drivers must complete the probationary period and one calendar year to be reimbursed.
- F. Annual in-service shall be scheduled with at least 30 days notice to the drivers. This day shall not occur between the last day of school and package selection, first or second winter break, Spring break or weekend days.

**Section 7.4.** All transportation related notices of job postings during the school year shall be posted on the bulletin board in the bus garage as soon as possible, but no later than within five (5) working days of the official vacancy. All bus driver positions and additions shall be posted as well as all other related duties being performed by the bus driver at this time. All driving and driver-related assignments (oiling, bus-washing, etc.) shall be made on the basis of seniority through the procedure of posting and bidding.

If any criteria other than seniority shall apply, they will be clearly stated in writing on the posting. Any such posting requiring skills and/or qualifications shall be filled with the most senior qualified applicant. Applicants shall be considered either qualified or unqualified. Any

applicant deemed unqualified and who contests such, shall appeal the determination to the Committee identified below.

In the event a senior driver applies for a non-driving posting for which he/she is not considered qualified, the Director of Transportation shall convene a committee consisting of the director and two members appointed by the president of the Union local. This committee shall consider whether or not the senior employee is qualified for the open position.

For any non-driving position that requires special skills and training, the District may fill such positions for terms beyond the normal school year. If a position is to be filled for a longer term (i.e. two (2) years, permanent, etc.) the District shall indicate the term on the posting. Any position created other than bus driver shall be posted and assigned on the seniority basis described above and paid driver scale, unless otherwise provided in this Collective Bargaining Agreement.

Management shall maintain a sufficient "pool" of qualified drivers for any non-driving position that requires special skills and training. On a periodic basis (and to ensure a sufficient pool) Management shall post training opportunities for all drivers to obtain the necessary skills and training. If the number of training spots is limited, these training opportunities shall be filled based solely on seniority. The posting of these training opportunities shall specifically itemize the timeline of the training and process for satisfactory completion.

**Section 7.5.** Changes in package hours of 30 minutes or less per day and commencing within the first thirteen (13) work days after the first student day after the start of the school year may be made without regard to guarantees specified in Section 7.13 of this Article. Once run package times have been established, the District may make assignments of additional runs, or other driver related duties from an agreed-to list of duties (see page 26 in addendum), to drivers who would otherwise be paid for hours not worked (layover, runs experiencing loss of time). Provided that Management may assign other runs to fill the loss of time in runs without seniority prevailing except that no runs shall be assigned which would add more than thirty (30) minutes to the amount of time needed to fill. When employees have a loss of time in a run, said employee shall have the option of filling the time as set forth above or to not be compensated for the lost time. Such assignments shall not exceed the minimum commitment and shall be assigned to the appropriate run (regular or special needs), with the appropriate equipment.

Whenever possible, senior drivers will be given their choice of which additional assignments they will take. No change of more than thirty (30) minutes will be permitted in the starting time of a run, except with permission of the Union. Any additional assignments which will extend the run beyond the minimum commitment must be posted unless otherwise agreed to by the Union.

Additions to package runs commencing thirteen (13) work days or more after the start of the school year, which add no more than thirty (30) minutes in the A.M. and/or thirty (30) minutes in the P.M., to the minimum commitment of the posted package may be made without consultation with the Union. If the District adds time to a run so that the driver's hours increase by more than 30 minutes/day, the driver may, at his/her option, drop a day(s) of a mid-day or kindergarten run to bring down their total hours. The Union will request a meeting with the District to jointly decide which part of the run shall be changed. If package hours are reduced after bidding as a result of adjustments due to overtime and the end result hours are less than the bid hours, the

employee shall be guaranteed their original bid hours (subject to the assignment provisions above).

No more than two (2) drivers, if possible, may bid on a single, mid-day kindergarten run, activity run, swim run, bus wash or oiling. Drivers may bid on mid-day, kindergarten runs, activity runs, swim runs, bus wash or oiling as single days, if it is required to maximize their hours without exceeding forty (40) hours per week. Hours resulting from minimum guarantees may not be "backed out". Any two (2) hour minimum runs that after selected can be worked contiguous with another selected run shall be considered contiguous for that driver. Clock-in or clock-out times shall not be adjusted in order to avoid a two (2) hour minimum to become contiguous.

**Section 7.6.** In order to be awarded a bid on any run or any field-trip, a driver must be able to arrive at the departure location on time.

**Section 7.7.** Management will furnish to the Union run package numbers selected by the employee and approximate hours of the run packages no later than one (1) month after completion of the bid process. After the run package times have been established, Management will furnish an updated list containing the run package number, the employee's name, and the established run package time. The Union President may request an update on any package or employee's established time. Such requests shall not be more frequent than once every two (2) months.

**Section 7.8.** Summer school runs shall be posted prior to summer school and selected on a seniority basis.

- A. Employees assigned to summer school runs shall be paid their regular wage scale as found in Exhibit A.
- B. Summer school drivers shall be provided with one day of sick leave with pay.
- C. All other aspects of summer school runs shall be in accordance with the school year parameters.

**Section 7.9.** Regular package runs which cannot be completed by the regularly scheduled driver shall be reassigned by the Director of Transportation or designee to a substitute driver on a seniority basis. Said assignments shall be offered based on the biggest block of time to the most senior available driver, except for those drivers who, through no choice of their own have only a half package to bid on and submit a full substitute calendar of availability, will maintain their seniority level on the substitute list and be offered substitute routes based on their seniority, even when it means splitting and AM and PM package. If a run is normally a combined AM and PM package, it shall first be offered as such as long as it does not create an overtime situation. If unable to assign the combined AM and PM package, it shall be able to be split. If an emergency exists and time is of the essence, then the Director of Transportation or designee may assign the run in question to a readily available driver on a seniority basis. Drivers for midday runs will be selected under the normal posting and bidding procedure.

**Section 7.10.** Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been notified via certified

mail. The laid-off employee will notify the District of the employee's intent within one (1) week. Any employee feeling aggrieved under this section shall have the right to the grievance procedure.

**Section 7.11.** Drivers shall be paid no less than two (2) hours per day for each assignment that requires "punching out" between assignments. If an employee has completed his/her regular run and has not yet worked a full two hours, in order to receive compensation for the full two hours, he/she must ensure that his/her bus is clean and fueled, and that his/her package route books are complete and current prior to leaving the premises. Guarantees shall not apply to assignments which are contiguous with the driver's bid runs.

**Section 7.12.** Runs available at the opening of the school year shall be posted as soon as possible (including all special education runs).

**Section 7.13.** Drivers shall be guaranteed their package selection hours as per Section 7.5 commencing thirteen (13) work days after the first student day at the start of the school year. Drivers are also guaranteed any management assigned hours that continue after thirteen (13) work days from the first day of assignment or any ongoing work that is subsequently bid on. Guaranteed hours shall only be changed when there is a net increase in hours.

Clarification Statements:

- A. Any additional package hours assigned to a driver by the District will first go towards making up for lost guaranteed hours, with any remaining portions going to guaranteed hours.
- B. The District may also assign to a driver, temporary hours that go beyond thirteen (13) work-days for those situations beyond the control of the District (i.e. road construction). These hours are not guaranteed hours but are considered package hours.
- C. The thirteen (13) work day "adjustment period" shall apply to run modifications and newly bid work. It shall not apply to postings that have already been subject to an "adjustment period" when originally awarded.
- D. Hours during the thirteen (13) work day "adjustment period" shall be considered package hours.

**Section 7.14.** Drivers are paid vacation, sick leave and holiday pay based on their package hours or guaranteed hours whichever is greater. Drivers shall be compensated for actual hours worked, package hours or guaranteed hours, whichever is greater. In order to receive compensation, the driver shall check-in with dispatch and be available for work, including subbing for other runs. First priority in assignment of drivers with guaranteed hours shall be during the original package hours (with the 30 minute adjustment period). If no work is available during that time period the District shall be able to assign the driver to driving duties outside that time frame not to exceed 30 additional minutes to their daily guaranteed hours. Drivers subject to assignment outside their original hours, as outlined above, shall be required to work the hours to receive compensation. Said sub assignments shall be made prior to being posted. Any work that is assigned to the driver based on seniority bidding shall also count towards the guaranteed weekly hours.

**Section 7.15.** If runs are eliminated, added or changed significantly to make the operation more efficient, these runs will be adjusted. Adjustments will be made only after a meeting with a driver/Management team consisting of affected drivers, a Union representative and selected Management personnel. The ultimate decision on how to modify, add or change routes will be made by the Director of Transportation.

**Section 7.16.** When the hours worked exceed the package hours on a consistent basis, the package hours shall be retroactively adjusted to the date in which the increased hours first appeared. Retroactive adjustments shall be limited to fourteen (14) days from the date of identification.

**Section 7.17.** Drivers promoted to a management position shall have reversion rights to driver status for a period of one year. If during this year period of time, the driver or the District determine that the promotion is not working, the driver promoted shall be able to return to driver status. Upon returning to driver status, the employee shall be credited with the seniority he/she had accumulated at the point of the promotion. The employee shall not accumulate seniority for any time spent in the management position, but shall have all seniority accrued up to the date of promotion restored.

## **ARTICLE 8 - LABOR-MANAGEMENT TEAM**

**Section 8.1.** A labor/management team shall be established with up to five (5) Union and up to five (5) Management members. Others may be invited to attend to address specific issues or provide specific input as needed. This Committee shall be a standing committee and its members shall stay consistent (to the extent possible) for each school year. This team may meet regularly or shall be available to meet at the request of either party. Drivers shall be paid their regular rate of pay up to a maximum total of sixty (60) hours per year for drivers on the committee. The minimum of two (2) hours per assignment shall not apply to these meetings, but an attempt will be made to schedule such meeting contiguous to other assignments.

**Section 8.2.** It shall be the purpose of this team to consider any anticipated or past concerns related to the application of the collective bargaining agreement. The ultimate goal of the team shall be to so improve communications between Management and the employees that meetings of the team will not be required. In no case should the existence of the team be used to reduce normal communications that would avoid the development of concerns. It would, for example, be more desirable to resolve issues related to putting a “special needs” student on a regular bus through normal discussion but the team will be available if normal channels do not resolve the issue.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**Section 9.1.** The parties agree that problem solving methods which provide satisfactory solutions and are less formal and less confrontational are in the best interest of both parties and promote a positive working environment. Therefore, employees and supervisors are encouraged

to discuss operational and contractual issues at any time in an effort to clarify understanding or to resolve disagreements. However, any matter pertaining to the proper application and interpretation of any and all of the provisions of this Agreement and/or any other issues in dispute between the parties may be addressed and resolved by the accredited representatives of the Employer and accredited representatives of the Union in accordance with the following grievance procedure.

**Section 9.2. Grievance Steps:**

**Section 9.2.1: Informal Step:** Within twenty (20) calendar days of the time a grievance arises or the time when the grievant should reasonably have had first hand knowledge of the occurrence, the grievance shall be reduced to writing and discussed with the immediate supervisor most directly related to the issue in dispute.

**Section 9.2.2: STEP ONE.** If the grievance cannot be resolved informally, it shall be submitted to the Transportation Director or designee. The written statement should include 1) the nature of the grievance; 2) the section (s) that allegedly have been misinterpreted or misapplied, and 3) the recommended solution to the grievance.

A formal hearing shall be scheduled within fifteen (15) calendar days from the conclusion date of the informal meeting. In attendance at this hearing shall be the Executive Director of Operations; Transportation Director or designee; the Grievant; and the accredited representative of the Union, where upon the question in dispute, the provisions violated, and the remedy sought shall be presented. Within Fifteen (15) calendar days after this formal hearing, the Director of Transportation or designee shall communicate his/her written response to the grievance and the Union.

**Section 9.2.3: STEP TWO.** If the grievance is not resolved at STEP ONE, within fifteen (15) calendar days after receipt of the written response in STEP ONE, the grievance may be submitted to the Superintendent or designee. A hearing should be scheduled to address the grievance.

Within fifteen (15) calendar days after the STEP TWO grievance hearing, the Superintendent or his/her designee shall communicate a written response to the grievant and the Union.

**Section. 9.2.4: STEP THREE.** If the grievance is not satisfactorily resolved at STEP TWO, the Union may, within fifteen (15) calendar days after receipt of the written response at STEP THREE, submit the grievance to the American Arbitration Association (A.A.A.) for arbitration under their voluntary labor arbitration rules and within the following guidelines:

**Section 9.2.4.1.** The parties shall request a list of seven (7) arbitrators from the A.A.A. Names shall be eliminated by each party alternately striking one name at a time from the list. The last name shall be selected as the arbitrator.

**Section 9.2.4.2.** Expenses incurred jointly and any costs required for the arbitrator shall be shared equally between the parties. Costs incurred by the Employer or the Union shall be borne by the party incurring the cost.

**Section 9.2.4.3.** The Employer and the Union shall establish a time and place for the hearing. Following the hearing, the arbitrator shall render his/her decision in writing no later than forty-five (45) calendar days after the conclusion of the hearing.

**Section 9.2.4.4.** The award of the arbitrator shall be final and binding upon all parties.

**Section 9.2.4.5.** The authority of the arbitrator shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement and in the event that the arbitrator finds any action improper or excessive, such action may be set aside, reduced and/or otherwise changed by the arbitrator. The Arbitrator shall not have the power to alter or modify any of the terms of this Agreement.

**Section 9.2.4.6.** Should a dispute arise as to whether or not the grievance is reasonably based on a violation of the Agreement, the first order of business before the arbitrator shall be to determine whether or not there is reason to believe the Agreement may have been violated. If the arbitrator determines that the Agreement has not been violated, the grievance shall be dissolved and the findings of the Employer shall stand.

**Section 9.3.** Nothing in this Agreement shall eliminate the parties' ability to at any time resolve the issue pending arbitration and cancel said arbitration. This can occur at any time the parties should reach a mutual agreement as to the resolution.

**Section 9.4.** With mutual agreement time limits may be waived at any point in the grievance process. Time limits may not be used to force either party into a hearing during holidays or vacations.

## **ARTICLE 10 - HOLIDAYS AND VACATIONS**

**Section 10.1.** All regularly assigned employees shall be given the following eleven (11), (potentially 12), paid holidays:

Labor Day	Martin Luther King's Birthday
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Friday following Thanksgiving Day	Independence Day
Christmas Eve Day	(for summer school drivers and/or
Christmas Day	if school is in session the day
New Year's Eve Day	prior to the holiday).
New Year's Day	

**Section 10.2.** If a holiday falls on a Saturday, the preceding Friday will be considered a holiday. If a holiday falls on a Sunday, the following Monday will be considered a holiday



**Section 10.3.** Employees shall not be required to work on the above holidays, and there shall be no deduction in pay therefore, however, in order to receive pay, the employee shall not have used leave without pay the work day before or work day after. For consecutive holidays between workdays, employees shall “lose” a total number of holidays equivalent to the number of days on leave without pay. This applies to approved leaves only. Employees taking leave without pay the day before or the day after a holiday without prior approval will lose all holiday pay between workdays and be subject to discipline under Article 11.8 (C).

**Section 10.4.** If any employee is required to work on one of the above listed holidays, he/she shall be paid time and one-half (1½) for that holiday in addition to Holiday Pay.

**Section 10.5.** All employees will receive pay for five (5) days of vacation at the close of school in June, based on the hours worked on their regular assignments. The pay for this vacation will be given to the employees at the pay date closest to June 30. If the employee terminates his/her employment with the District, this vacation will be paid in the month of their last pay date.

**Section 10.5.1** Employees shall receive three (3) additional paid vacation days per year on their 8<sup>th</sup> anniversary of continuous employment with the Issaquah School District for a total of eight (8) days.

**Section 10.5.2.** Employees shall receive two (2) additional paid vacation days per year on their 10<sup>th</sup> anniversary of continuous employment with the Issaquah School District for a total of ten (10) days.

**Section 10.5.3.** Effective July 1, 2007, employees shall receive an additional paid vacation day per year on their 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> anniversary of continuous employment with the Issaquah School District.

**Section 10.6.** Vacation time will be paid on the same basis as holidays. All drivers with regular assignments prior to October 1 will receive the full vacation amount. Drivers receiving regular assignments after October 1 will receive a prorated portion of the vacation allocation.

**Section 10.7.** It is understood that vacation time is for pay purposes only and not to be used for days off.

**Section 10.8.** Upon separation from employment with the District after six (6) months of continuous service, annual vacation pay will be allowed to the extent of the employee's accrued and uncompensated vacation days.

## **ARTICLE 11 - SICK LEAVE, LEAVES OF ABSENCE**

**Section 11.1.** Drivers shall accumulate sick leave at the rate of 12 days per year, based on the number of hours per day of the regular assignment. Less than a year shall be appropriately prorated. The 12 sick leave days count toward retirement and the sick leave buy-back plan, as provided by the State. Summer school drivers shall be provided with one additional day of sick leave with pay. If the employee transfers to another school district within the State without taking other employment, all accumulated sick leave benefits are retained.

**Section 11.2.** Appropriate uses of Sick Leave include, but are not limited to, the following:

- A. Illness, injury, or medical appointments (including dental and vision) for the employee;
- B. Illness, injury or medical appointments (including dental and vision) in the family, death/funerals other than immediate family;
- C. Time to fulfill requirements of adoption agencies that cannot reasonably be scheduled when school is not in session; and
- D. Emergencies resulting from childbirth or other medical emergencies in the employee's immediate family.
- E. Bereavement Leave per Article 11.7.3.

**11.2.1** Paid Leave – Up to two (2) days per year of Sick Leave may be granted for absences that are due to unique life experiences, and or family related matters. Requests must be made five (5) days in advance. Requests will only be denied if District can demonstrate a lack of available substitutes and or unreasonable impact on Department needs or efficiency. If the request is denied, and the employee is still absent, the District may ask for written verification of the circumstances necessitating the leave.

**Section 11.3.** Unused sick leave allowed in any year may be cumulative up to one hundred eighty (180) working days. Paid leave for unique life experiences, and or family related matters is limited to no more than two per year.

**Section 11.4.** A deduction of the appropriate hours of sick leave credit shall be made for each absence due to the items listed above. It shall be understood that employees shall have the right to take unpaid leave for absences caused by health concerns or medical appointments of a family member (subject to Section 11.8.A.3).

**Section 11.5.** Any employee, entitled to sick leave, required to be absent in excess of three (3) days, may be required to have such absence verified by a written statement from a physician. Request for sick leave must be made to the Director of Transportation as early as possible so that a substitute may be secured.

**Section 11.6.** The Employer and the Union mutually agree that Section 11.1 shall be interpreted to include Paid Sick Leave rights to all eligible employees at a minimum as established by the Washington State Legislature pursuant to RCW.49.46.210 and Washington State Paid Family Leave as established by the Washington State Legislature pursuant to RCW.50A.04.

**Section 11.7.** Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee be later paid by State Industrial for the first three (3) days of absence, the amount paid by State Industrial for the first three (3) days shall be credited to the District from money due the employee in the next payroll period. The pro-rata part of sick leave determined by the ratio of regular sick leave and State Industrial Compensation shall be charged to the employee as time off the job. The only sick leave allowed will be that which the employee has accumulated.

**Section 11.7.1.** Employees who become injured on the job and who are eligible for Labor and Industries benefits may be offered temporary bargaining and/or non-bargaining unit, light duty work during rehabilitation period. Such work shall be equally available to all similarly situated employees, although it is recognized that such employment may not be available for every injured employee.

The purpose of this light duty work provision is to provide persons who are currently unable to perform their normal work the ability to remain in active employment with the employer during a period of recovery. It is understood that such individuals remain members of their bargaining unit, continue to pay dues and will be paid at their current hourly wage for the hours they work.

**Section 11.8. Family Bereavement:**

**Section 11.8.1.** Absence due to death in the immediate-family shall be granted with full pay up to five (5) days. Immediate family shall be defined as the following family relationships of both the driver and spouse/domestic partner: father and mother, spouse/domestic partner, children, siblings, grandparents and grandchildren.

**Section 11.8.2.** Absences shall be granted with full pay up to three (3) days for aunts, uncles, nieces and nephews.

**Section 11.8.3.** Bereavement leave is not cumulative. It is not taken from sick leave, however, one (1) day of bereavement leave may be used for the death/funeral of a close friend and this day shall be deducted from personal leave, sick leave, or leave of absence.

**Section 11.9. Leaves of Absence (unpaid)**

- A. Unpaid leaves of absence shall be placed in five categories for employees with regular runs:
1. Short-term absences of one (1) to four (4) days duration for convenience or personal reasons or emergency.
  2. Short-term leave: Leave requested by the employee for personal reasons, for not less than five (5) days and not more than ninety (90) days.
  3. Long-term leave: Leave requested by the employee for personal reasons, for more than ninety (90) days or through the end of the school year.
  4. Incapacitating leave: Leave requested by the employee for pregnancy, illness or off-the-job injury. Repeated use (more than two occurrences) of such leave in a school year shall require medical documentation for approval.
  5. On-the-job injury: Leave requested by the employee due to an on-the-job injury.

6. Under (2), (3) and (4) of this section, the driver's position on the salary and seniority schedule shall advance for three (3) months, provided the driver works for 40% of the school days in the month (with the exception of hospitalization or extended illness under a doctor's care). Under (4) of this section, the driver's position on the salary and seniority schedule shall continue to advance on the said schedule as though that person were actively employed.
- B. Short-term leave of absence under A.1 may only be taken on two (2) occurrences total over the course of each contract year.
  - C. Short-term and long-term leaves of absence (A.2 and A.3) shall be subject to employer approval. Employees shall have no specific right to such leaves of absence, and the approval of such leave shall be at the sole discretion of the employer. Any denial of short-term or long-term leave shall not be subject to the grievance procedure unless the reason necessitating the leave is a serious health condition as recognized under the Family Medical Leave Act.
  - D. Application for leaves of absence under A.2-5 shall be made in writing to the Assistant Superintendent of Human Resources or designee at least two (2) weeks in advance of the first day of absence requested. Requests shall be approved or denied within one (1) week of the request. Once a leave is approved, it cannot be cancelled, unless with mutual agreement of the driver. Employees who take a leave of absence that has not been approved will be subject to disciplinary action.
  - E. The Employer and the Union agree that the substantiated taking leave without pay inconsistent with the Section 11.8 above or The Family Medical Leave Act is leave abuse and shall be addressed through progressive discipline.
  - F. Substitute drivers shall not be required to apply for leaves of absence provided, however, that:
    1. All substitute drivers shall provide a monthly schedule of availability in writing to the Transportation Dispatch.
    2. When unavailable to drive, substitutes shall give reasonable amount of notice to the Transportation Department.
    3. Any substitute who is unavailable for work for 60% of the school days in an entire calendar month during the regular school year (with the exception of hospitalization or extended illness under a doctor's care, jury duty, ERISA requirements, approved labor and industry claims, paid administrative leave) will lose one position in seniority.

- G. Requests for extension or reductions shall be in writing addressed to the Assistant Superintendent of Human Resources or designee and received no later than two (2) weeks prior to the expiration date of the leave. Only disability leave may be extended beyond one year.
- H. Leave of absence shall not be granted to a driver for the purpose of working in any other position for pay, provided however that this section shall not apply in cases of civic duty responsibilities, i.e., jury duty, military requirements, election poll work, etc. An employee that does use leave of absence for the purpose of working in another position for pay shall lose all seniority.
- I. Upon returning from a long- term leave, a driver cannot be assured of the same assignment held at the time the leave was granted. This would be particularly true of a driver returning during the operating school year. Every practical effort will be made to secure the driver with the same work day (number of hours worked), but a driver with extra runs may have to wait for an opening. The only exception to this would be in the case where a driver is inducted into the military service.

**Section 11.10.** Effective July 1, 2013, the following attendance program will be utilized to encourage consistency and operational efficiency for the Transportation Department by reducing the number of days employees are off the job. An employee must be a current employee at the commencement and conclusion of the award period to be eligible. Employees shall receive the following financial incentive for attendance based on their use of leave (excluding jury duty, approved L & I claims - up to 20 working days, bereavement, administrative leave with pay, and leave for labor-relations purposes – excluding internal operations of the Union as outlined in Article 12XII).

- (a) Three hundred fifty dollars (\$350) for an employee who misses two (2) or three (3) workdays for each of the two calendar periods as defined by August 15 through January 31, and separately February 1 through June 30 (summer runs excluded);

OR

- (b) Five hundred dollars (\$500) for an employee who misses one (1) workday or less for each of the two calendar periods as defined by August 15 through January 31, and separately February 1 through June 30 (summer runs excluded).

Bonus shall be paid in March and July.

Said incentive shall be prorated based on six (6.0) hours or more per day being equal to 100%.

**Section 11.11.** In January of each year, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous calendar year. Monetary compensation will be at a rate equal to one (1) day's monetary compensation at the employee's

rate of pay for each four (4) days of accrued sick leave in excess of sixty (60) full earned days of unused hours (480 hours) by December 31 of the previous calendar year. When exercising this option, the employee can receive a cash payment in February for unused sick leave accumulated during the previous calendar year (January 1 - December 31), up to a maximum of twelve (12) days per year. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for each one (1) day of monetary compensation. No employee may receive compensation under this Section for any portion of sick leave that has been accumulated at a rate in excess of one (1) day per month.

**Section 11.12.** At the time of separation from employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days of accrued leave for illness or injury. No more than one-hundred eighty (180) Sick Leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

## ARTICLE 12 - MEETINGS

**Section 12.1.** Attendance at meetings and training courses when required by the School District or Transportation Department shall be compensated at the full wage scale. The time paid will either be actual hours or the amount of time lost, whichever is greater. First aid training will be paid at the full wage scale.

**Section 12.2.** The District agrees that Union Officers/Representatives will not lose package hours while conducting specific Union business. These activities include: accompanying Union members at formal discipline and grievance hearings and District-directed administrative meetings. Such meetings and number of employees released to attend these functions will be mutually agreed upon by the District and the Union, efforts to schedule these meetings outside of package hours will be made.

**Section 12.2.1.** The Union agrees that activities related to the internal operations of the Union and activities not specifically authorized by the terms of this Agreement shall be performed only during the time employees are not assigned duties. If an employee requires time off to perform these activities he/she may informally request a non-paid absence from assigned duties. Examples of such activities include preparing for negotiations, preparing material for unfair labor practice complaints, campaigning for Union office, conferences and conventions, and investigating and preparing employee grievances.

**Section 12.3.** Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join in Union activity, and legally assist the Union or Union members.

## **ARTICLE 13 - TRAINING OPPORTUNITIES**

**Section 13.1.** All opportunities for training shall be posted for all drivers. Said opportunities shall be dispersed as equally as possible with seniority being a prevailing factor should any conflicts occur. This shall not allow a senior driver to be selected over a less senior driver if the senior driver has attended training that year and the less senior driver had not, but shall allow the senior driver to attend, should both drivers have been selected for an equal number of training opportunities.

## **ARTICLE 14 – WAGES**

**Section 14.1.** All classifications and wage rates will be contained in Exhibits A and B. All employees within the bargaining unit will use direct deposit unless granted a waiver, through written request, to the Executive Director of Personnel for exceptional circumstances; i.e. availability, legal or religious reasons. Washington School Information Processing Cooperative (WSIPC) will facilitate entering one (1) payment into the clearing system so that employees may directly deposit their salary in almost any bank of their choice. The deposit must be for the full amount of the warrant. Employees must inform payroll of any change in banking services.

## **ARTICLE 15 - HEALTH AND WELFARE**

### **9/1/2019 to 12/31/2019**

**Section 15.1.** The District shall continue to contribute the full funds provided by the state for BEA District employees per month per 1440 hour (or more) FTE. The amount of insurance benefits permitted to the Bargaining Unit each year shall comprise a premium pool. The payments to the pool shall be changed, as appropriate, during the life of this contract to reflect the funds provided by the state for BEA District employees. If the pool benefits exceed the premium needs, the parties will meet about November 1 to consider additional insurance benefits. The District shall also continue to pay the full state required employee rebate.

**Section 15.2.** A portion of state funding for health benefits is designated for retiree benefits. This share of the insurance benefits is known as the retiree “carve-out.” The District will match the carve-out and contribute it to the employee benefit pool.

**Section 15.3.** Employees who work a minimum of four (4.0) hours per day on regularly assigned runs or on runs assigned on a regular/temporary basis as of October 15th of each year shall qualify for participation in the pool.

**Section 15.4.** Insurance benefits available to be purchased by the pool shall include family medical, family dental, family vision, life insurance, and salary/disability with said benefits to be distributed out of said insurance pool as follows:

- A. A fully paid family dental plan A through the Washington Dental Services, Willamette, (or equivalent) shall be provided to all eligible employees.
- B. Eligible employees who voluntarily choose to forgo participation in any of the family medical plans available shall receive the following fully paid benefits:
  - Salary/Disability plan,
  - \$25,000 Life insurance
  - Vision care plan.

**Section 15.4.1.** Remaining pool funds shall then be distributed to the remaining eligible employees who choose to participate in family medical insurance plans. These employees shall have the choice of selecting, Group Health or Premera Blue Cross.

**Section 15.4.2.** Insurance premiums shall first be paid to each eligible employee for his/her own coverage, and the excess funds available shall be divided by employees whose family medical insurance enrollments cause payroll deductions, with said division to be on a pro-rata basis until enrollments are fully paid or the excess pool is depleted. It is understood that except for the addition of new dependents, enrollment for dependents shall close on October 15<sup>th</sup> of each year.

**Effective 1-1-2020**

The Employer and the Union agree that Article 15 benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar State wide jurisdictions.

**Section 15.5.** Under the District's insurance coverage all employees are protected in the event a claim is made against any employee for injury to persons or damage to any property, other than school property, arising out of school activities.

**Section 15.6.** Drivers covered by this Agreement shall have the full protection of the District's liability insurance coverage.

**Section 15.7.** The compensation for a medical examination shall be borne by the District. The District may designate where the service is to be received (including local options). Reimbursement for new hires shall only occur after the employee has completed his/her probationary period. Nothing in this section shall prohibit a driver from having a medical examination by a licensed medical physician of his/her choice, provided the driver assumes total cost of said medical exam.

**ARTICLE 16 - WORK HOURS**

**Section 16.1.** Overtime at the rate of one and one-half (1½) times the regular rate shall be paid to all employees for any time beyond the regular forty (40) hour week.

**Section 16.2.** If possible, no drivers shall be allowed to work in excess of forty (40) hours in any one (1) week until all drivers who wish to work forty (40) hours have been given the



opportunity. Additional hours as a result of emergencies, unscheduled mandatory meetings or drug testing shall not count towards this 40-hour threshold. If Management cancels a scheduled meeting with less than fourteen (14) days' notice and work is held on that day, all affected drivers shall receive compensation for the planned meeting length at their normal rate.

**Section 16.3.** Should it become necessary for an employee to work overtime for reasons which were outside his/her control, the employee's regular assignment (including any awarded bids) for the week shall not be reduced to avoid overtime.

**Section 16.4.** Any employee who is requested or personally called back by the supervisor or dispatcher to report to work for any reason will receive at least two (2) hours pay at the regular hourly rate.

**Section 16.5. Early Dismissal and Late Arrival:** Driver bid packages will reflect all early dismissal and late arrival schedules that are known at that time (specific dates). If additional early dismissal or late arrivals are added after bidding has been completed, driver's compensation will not be negatively impacted by these changes.

**Section 16.6.** In the event that any regular scheduled class and/or program is canceled, drivers shall receive a minimum of 48 hours notice or they shall be paid their regular package hours, or provided the opportunity to work their regular package hours.

**Section 16.7.** On days (not closed) when a driver, through no choice of his/her own, receives less than his/her package hours as a result of events such as adverse weather conditions or natural disasters, the driver shall receive his/her regular package compensation. The driver shall receive compensation for actual hours worked if such conditions cause an extension of time.

**Section 16.8.** Drivers shall be given up to ten (10) minutes to pre-trip a bus and five (5) minutes to post-trip a bus. The five (5) minutes to post-trip a bus does not apply to two (2) hour minimum assignments. Effective April 1, 2008, drivers shall be given up to twelve (12) minutes in the AM to pre-trip a bus. Management may authorize additional time if required. An additional five (5) minutes shall be authorized if Management determines icy conditions exist.

## **ARTICLE 17 – YEAR-ROUND EMPLOYEES**

**Sections 17.1.** With the exceptions listed below, all provisions of this Collective Bargaining Agreement shall apply to positions that are scheduled to be year-round positions. Such positions (currently only the Router) will be scheduled to work 260 days minus holidays and earned vacation days. The probationary period shall be 12 months. If during the probationary period the employee cannot satisfactorily fulfill the job requirements, he/she may return to the position of bus driver. Provided that the demotion was not for serious misconduct and he/she had previous seniority within the bargaining unit.

**Sections 17.2.** For filling such year-round positions, all internal employees within the Union will be notified of the opening. The District may also open the position to outside candidates under the standards of fair employment practices, and select the person with the best qualifications for the job. Current Union employees shall have preferential rights regarding the assignment to the position unless the District determines that another candidate possesses ability, training and performance greater than current Union members do.

**Sections 17.3.** Effective July 1, 2007, vacation days will be accrued one (1) day per month (12 days per calendar year). Commencing on the 10<sup>th</sup> year of service with the District, an additional five (5) days per year will be granted. And commencing on the 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> years of service with the District, an additional day per year will be granted. Vacation hours can be accumulated to a maximum of 240 hours. Upon separation from the position/district full compensation of accrued vacation leave will be paid. The scheduling of vacation days will be by mutual agreement between the employee and his/her immediate supervisor.

## **ARTICLE 18 - FIELD TRIPS**

**Section 18.1.** If an out-of-District trip leaves after that particular school dismisses, the employee shall receive a minimum of four (4) hours or actual time, whichever is greater.

**Section 18.2.** If the trip lays over for a day, the employee shall receive paid time for all hours worked or a minimum of eight (8) hours, whichever is greater.

**Section 18.3.** On the return from an overnight trip, if the run is finished before noon, the employee shall receive a minimum of four (4) hours paid time. If the return trip is finished after 12:00 noon, the employee shall receive eight (8) hours paid time. Any time over forty (40) hours will be paid at the overtime rate.

**Section 18.4.** Drivers will also be credited for all time for which drivers have responsibilities for passengers or equipment that preclude them from using their time in some other manner.

**Section 18.5. In-District Field Trip Committee:** There shall be a standing Field Trip Committee consisting of two (2) Union representatives elected from the general membership and two (2) Management representatives. This committee shall oversee the Field Trip Rules. The Field Trip Rules shall be reviewed and updated upon ratification of the Collective Bargaining Agreement and changes suggested by the Committee may be incorporated through a Letter of Agreement.

**Section 18.6. Canceled Trips:** If a trip is canceled and a driver is not personally contacted ninety (90) minutes prior to the field trip clock time, the driver will have the option of working two hours or not working and receiving thirty (30) minutes total pay for travel time. If a trip is canceled more than 90 minutes before the driver's package run, that driver shall be given the option to drive his/her own package.

**Section 18.7.** **JROTC Field Trips:** Provisions of this article as stated above shall apply equally to JROTC field trips.

**Section 18.8.** Field Trips (excluding summer field trips) shall be posted first on the “rotation board” if time permits. An assignment may be selected if the assignment does not place the driver in an overtime situation. For the rotation board only, drivers may bid assignments that create a conflict with their regular assigned run. Field Trips not selected from the “rotation board” shall be placed on the rebid board and assignments shall be restricted to those employees for which the field trip does not create a conflict with their regular assigned run more than once per calendar week. Employees who would enter an overtime status or incur a minor conflict shall indicate their actual committed hours for the week excluding the posted field trip and/or what conflict would occur (i.e., how late they would arrive at their regularly assigned run). Assignments shall be awarded based on seniority unless overtime and schedule conflicts occur.

**Section 18.9.** Summer Field Trips: Summer field trips shall all be posted at one time on a summer bid board and selected by seniority. There shall be no limit to the number of summer field trips a driver can select.

**Section 18.10.** In most instances, a driver shall have the option of leaving from their regular base if that base is closer to the pickup point for the field trip. However, in those instances when fuel constraints and other operational needs of the District prevail and need to be taken into consideration, the Department of Transportation will make the final determination of the base that a driver will be using for a field trip.

## **ARTICLE 19 - CONTRACTING OUT**

**Section 19.1.** It is understood that if the School Board of the Issaquah School District determines that it is in the best interest of the District to contract with a third party for transportation services that one of the provisions will be that the contractor offer employment to all drivers with a regularly assigned run on the last day of school prior to the date on which the contract becomes effective. There shall be no reduction in the hourly rate or benefits of the drivers so employed for at least one (1) year. Contracting out to a third party shall not be implemented until the term of this contract has expired.

## **ARTICLE 20 - PERFORMANCE EVALUATIONS**

**Section 20.1.** Upon completion of the probationary period, and annually thereafter, each employee shall have his/her performance evaluated.

**Section 20.2.** Each evaluation shall concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement, where appropriate.

**Section 20.3.** A copy of any evaluation shall be placed in the employee's personnel file and a copy given to the employee.

**Section 20.4.** An employee may place a written response to any performance evaluation in his/her personnel file.

**Section 20.5.** The District will provide timely evaluations. It is the understanding of the parties that yearly evaluations provide an opportunity for drivers and the District to evaluate the performance of the driver, areas of needed improvement, ways that the District can help drivers to do their jobs more effectively, more productively and more safely.

**Section 20.6.** It is also understood that no drivers will be discriminated against in their evaluations for legitimate use of their leave, lawful Union activities, or any other non-performance related items.

## **ARTICLE 21 – SAFETY**

**Section 21.1.** All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees.

**Section 21.2** Drivers will be provided notification of safety concerns consistent with District Regulation 4314, Procedures 4314P, and RCW 28A.320.128. The assigned driver shall treat such information as confidential.

## **ARTICLE 22 - AMENDMENTS**

**Section 22.1.** This Agreement may be amended at any time by mutual agreement. Any such amendment shall be in writing and shall be executed by all parties hereto and shall be attached to this Agreement.

## **ARTICLE 23 - DURATION OF AGREEMENT**

**Section 23.1.** This Agreement shall be in full force and effective from July 1, 2016 to June 30, 2019. At least 60 days prior to the expiration of the Agreement, either party may request in writing that a conference be held for the purpose of reaching a new Agreement.

## **ARTICLE 24- SAVINGS CLAUSE**

**Section 24.1.** Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**SIGNATURES**

Dated this 21 day of August, 2019

For the Union:

C. Angela McSwain  
Angela McSwain, President

Michael Rainey  
Michael Rainey, Staff Representative

For the District:

Ron Thiele  
Ron Thiele, Superintendent

Jake Kuper  
Jake Kuper, CFO

## EXHIBIT A - SALARIES

### Effective July 1st, 2019:

Position	07-01-19	9-1-19
Asst. Dispatch	\$30.43	\$30.43
Asst. Driver Trainer	\$30.43	\$30.43
Asst. Router	\$30.43	\$30.43
Driver	<b>\$28.43</b>	<b>\$28.43</b>
Probation Router	\$33.29	\$33.29
Probationary/Sub	\$26.17	\$26.17
Router	\$34.50	\$34.50

### Effective July 1<sup>st</sup> 2020:

The Driver, Probationary Router, Probationary/Sub Driver and Router will be increased by 5% plus the legislatively funded inflationary measure (implicit price deflator or IPD)

The Assistant Router, Assistant Driver Trainer and Assistant Dispatcher (when acting in those capacities) shall be compensated at the Regular Driver's rate of pay plus \$2.00/hour.

### Effective July 1<sup>st</sup> 2021:

The Driver, Probationary Router, Probationary/Sub Driver and Router will be increased by 4% plus the legislatively funded inflationary measure (implicit price deflator or IPD), or 6% whichever is greater.

The Assistant Router, Assistant Driver Trainer and Assistant Dispatcher (when acting in those capacities) shall be compensated at the Regular Driver's rate of pay plus \$2.00/hour.

Those employees working in a training capacity for other than driving positions shall be paid a training rate (driver rate) when working in a training capacity. When requested to assume the regular job duties for the assignment outside of the training schedule, he/she will be paid the regular rate for the job assignment.

## **EXHIBIT B –**

### **TRAINING FOR PROSPECTIVE AND PROBATIONARY DRIVERS**

1. Persons applying for employment as bus drivers in the Issaquah School District shall be responsible for demonstrating skills and for obtaining the training to achieve such skills as to qualify themselves for the position. If the Issaquah School District agrees to provide the equipment and the personnel to train and test the applicant, the District shall, within the first eighteen (18) hours of behind-the-wheel training, inform the applicant of whether or not he/she will be offered employment on either a regular or substitute basis upon the completion of training. If the applicant accepts the District's offer of either substitute or employee status, the District shall reimburse the individual for additional required training and testing based on the state's minimum wage law.
2. At such time that the employee receives an assignment to transport students, said employee shall start to fulfill the requirements of his/her probation period and shall be reimbursed on the basis of the collective bargaining agreement between the District and Local #21-I.
3. Follow-up training, when required for probationary drivers who have transported students, shall be paid 50% of the driver's probationary rate up to sixty (60) days. This training does not qualify as working days.
4. When training or testing period is scheduled, the District shall make a reasonable effort to have equipment and personnel available to provide the scheduled activity.
5. This written procedure is posted for information purposes and is not part of the collective bargaining agreement because applicants are not represented by the Union until such time that they become employees.

**EXHIBIT C –**  
**AGREED-TO LIST of DUTIES**

As outlined in Article 7 - Section 5

- Work on your assigned bus.
- Maintain your assigned route book.
- Answer phone and radio in dispatch.\*
- Assisting bus washers by shuttling buses.
- Filing D.B.R.'s.

\*Drivers will only be assigned to radio in dispatch in cases of emergency.

This list is subject to change only by negotiated agreement, ratification and signature by both parties.



