



**1 SEPTEMBER 2019 - 31 AUGUST 2022**

**AGREEMENT**

**between**

**BELLEVUE SCHOOL DISTRICT, NO. 405**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**

**TRANSPORTATION EMPLOYEES**



**January 2020**

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AGREEMENT BETWEEN  
BELLEVUE SCHOOL DISTRICT NO. 405  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #925  
TRANSPORTATION EMPLOYEES

THIS AGREEMENT, made and entered into by and between the Bellevue School District No. 405 (District) and the Service Employees International Union, Local #925 (Union), is for the purpose of governing their labor relations by fixing the following scales of wages, schedules of hours, and conditions of employment for all bus drivers and bus attendants of the District.

**ARTICLE 1 - UNION RIGHTS**

1.1 Recognition

The District agrees to recognize the Union as the sole bargaining agent for all hourly bus drivers and bus attendants of the District and to deal with the representatives of the Union with respect to wages, hours and working conditions, and adjustment of grievances arising under this Agreement.

1.2 Dues Deduction

Upon receipt of an individual authorization signed by a bargaining unit employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union, and shall transmit the same to the Union each month.

Such authorization will be continuous from one Agreement to the next, except in the case of termination, resignation, or written notice from the employee canceling such authorization.

Dues deductions authorization by the employee shall be on a form approved by the parties to this Agreement.

SEIU 925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

## Voluntary Deduction for Committee on Political Education (COPE)

Beginning each contract year, SEIU 925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU 925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least monthly basis thereafter, or as needed within a bargaining unit. Upon notification of an employee's membership status in SEIU 925 and or election to participation in the SEIU 925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU 925.

### 1.3 Pertinent Data - Notification

#### 1.3.1 New and Terminated Employees

The District shall notify SEIU 925 and the SEIU 925 chapter president of all new hires three (3) business days prior to the new hire's orientation first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

#### 1.3.2 All Employees

In November, February and May of each school year, the District shall forward to the Union an alphabetical roster of all bargaining unit employees including the employee's name, address, date of hire, job classification, rate of pay and FTE status. This information will be transmitted by hard copy or electronically. The District agrees to make available to the Union upon written request an employee's phone number.

### 1.4 Building Access

The authorized representatives of the Union shall have access to the District's premises during working hours for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives notify the director of transportation or designee of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

### 1.5 Bulletin Boards

The District will make available suitable space for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, students, or any labor organizations among its employees.

## 1.6 Work Site Representatives

The District agrees that the Union will be permitted to appoint work site representatives and Chapter Officers. The duties of the work site representative and Chapter Officer shall not interfere with the regular work assigned to that employee by the District, or with normal functions of the District. When a work site representative is performing such duties on work time, with prior agreement that the representative's assistance is mutually beneficial to the District and the Union, he/she shall be treated as if working for the District for pay and benefit accrual purposes.

The Union shall furnish the District with the names of the work site representatives and Chapter Officers.

SEIU worksite representatives and Chapter Officers covered under this contract shall be provided up to twenty (20) hours per year of paid released time to participate in grievance meetings pursuant to Article 9.3, meet and confer, or labor management council meetings.

No more than two (2) members shall be released pursuant to this provision at any given time without the written authorization of the District provided to SEIU in advance.

Additional requests for released time to attend union-sponsored meetings, trainings, or activities must be submitted to the director of transportation or designee. Approval of such released time will be based on the operational needs of the District.

## 1.7 Union Activity

The Union agrees that activities related to the internal operation 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. Examples of such activities include solicitation of membership, distribution of literature, preparation for negotiations, preparation of unfair labor practice complaints, campaigning for Union office, and investigation and preparation of employee grievances.

## 1.8 Negotiations Committee

a) A Negotiating Committee may be selected by the Union.

Negotiation sessions will be held at a time mutually agreed to by the District and the Union. When negotiation sessions are scheduled to commence between the hours of 6:30 a.m. and 4:30 p.m., the District shall compensate no more than six (6) employee members of the negotiating committee who are in attendance at the session for the actual length of the session during their regular duty day or for two hours, whichever is less. When the session continues longer than two hours and is held during the



employee's duty day, the Union shall reimburse the District for salary and benefits in excess of the two hours, unless otherwise mutually agreed upon.

- b) Employees acting as Union representatives at meetings called by the District shall be released from work duties with pay and benefit accrual to attend when such meetings are held during normal working hours. Such meetings and the number of employees to be released from work duties will be mutually agreed to by the District and the Union.

## 1.9 Labor/Management Committees

The parties recognize the importance of timely and open discussions between the District and the bargaining unit and its representatives on matters affecting the employer/employee relationship. This Section establishes a procedure for either party to initiate discussions regarding administration of this Agreement and other matters of general concern affecting District conditions of employment.

### 1.9.1 Meet and Confer

Matters of common concern to the parties will be the subject of meet and confer discussion upon request by either party. Issues for meet and confer will relate to the day-to-day operations of the Transportation Department. Meet and confer meetings will be scheduled in advance. An agenda shall be developed by the parties. This provision shall not preclude the parties from meeting at any time for any reason concerning an emergent situation.

### 1.9.2 Labor/Management Committee

1. There is hereby established a Labor/Management Committee consisting of not more than six (6) members selected by the Union and a like number selected by the District. The Committee shall meet on an as-needed basis as agreed by the parties but not less than three times a year if requested by either party, for the purpose of reviewing the administration of this Agreement and attempting to resolve problems that may arise. All meetings of the Committee shall start and end between the A.M. and P.M. assignments with members of the bargaining unit being granted time off without loss of pay for all regularly scheduled hours not worked. Likewise, the District will not be required to compensate Committee members for time spent after their regularly scheduled hours.
2. A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. The Committee through its representatives shall write down any outcomes agreed upon at the meeting. The Union may communicate

a summary of the meeting to its members. Communication regarding any substantive items brought to Labor/Management that may impact the provisions of the Collective Bargaining Agreement must be approved by both the District and the Union.

3. The disposition of matters covered in Committee meetings will not contradict, add to, or otherwise modify the terms and conditions of this Agreement. The Committee may make recommendations to the District and Union negotiation teams to amend or modify the terms of this Agreement.

1.10 No Strike Pledge

During the term of this Agreement, the Union and/or the employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District.

It shall not be a violation of this Agreement for an employee, for reasons of personal physical safety or student safety, to refuse to cross the picket line established by a labor organization which holds a labor agreement with the District.

1.11 Distribution of the Agreement

This entire Agreement will be reprinted and available electronically by the District for all employees in the bargaining unit and distributed to all new hires.

1.12 Mail Services

The Union will have the right to use the District mail services and employee mailboxes provided said use does not violate any federal or state statute and does not require added costs for the District.

**ARTICLE 2 - MANAGEMENT RIGHTS**

The Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past.

Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off, or otherwise relieve employees from duty because of lack of work for them to do or for other reasons set forth in this Agreement; the right to establish, change, and direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside

contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The exercise of the District's rights stated herein is an exclusive function of Management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation to employees of changes in procedures and causes for disciplinary action.

### **ARTICLE 3 - CONDITIONS OF EMPLOYMENT**

#### **3.1 Definitions of Employees**

Employees: For the purpose of this Agreement "employees" shall mean all bus drivers and bus attendants represented by the Union.

Hourly Employees: Employees who are assigned on an hourly basis to a regular daily work schedule.

Bus Drivers: Employees who are assigned regularly to transport students to and from school, and to and from school-related functions, utilizing District buses.

Bus Attendants: Employees who are assigned regularly to ride on buses to assist bus drivers with student management and safety to and from school.

#### **3.2 Union Membership**

SEIU 925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public., A strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the SEIU 925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employees' decision to join and maintain membership in their exclusive professional advocacy organization, SEIU 925. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the SEIU 925 upon employment with the District in a bargaining unit.

3.2.1 Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU 925 shall inform the District of such employee's non-member status consistent with the notification

section of this Agreement, specifically Dues and COPE (Committee on Political Empowerment) Deduction below.

3.2.2 Non-Interference: The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice “to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter” or “to control, dominate, or interfere with a bargaining representative.” RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors and other employees the importance of these obligations.

3.2.3 Agency Fee Restoration Contingency: In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU 925 and the District agree to restore the union security and dues deduction provisions of the CBA currently in force prior to the ratification of this Agreement.

### 3.3 Probationary Period

A new employee shall be subject to a ninety (90) workday probationary period commencing with his/her first (1st) compensated day of employment after training and receiving their School Bus Driver Authorization from OSPI. The probationary period shall be extended by one day for each day the employee is absent for an excused or unexcused absence. During this period, such employees shall be considered on trial subject to termination at any time at the sole discretion of the District. Discharge of an employee during this probationary period shall not be subject to the grievance procedure. All other provisions of this Agreement shall be applicable to employees on probation.

Upon successful completion of the probationary period the employee shall be moved to the next level on the wage scale.

### 3.4 Workweek

The workweek for hourly employees shall begin at 12:01 Monday morning and end Sunday midnight.

It is understood by the parties that for purposes of applying the Fair Labor Standards Act to employees covered by the FLSA, a workweek is a seven (7) consecutive day period designated by the employer consisting of twenty-four (24) hours each day. The District’s seven-day period begins at 12:01 a.m. Monday and runs through 11:59 p.m. Sunday.

3.5 Weekend

Weekend is considered any time after 11 pm on Friday and before 5:30 a.m. on Monday, when overtime pay applies.

3.6 Workday-Rest Period

All employees shall receive a fifteen (15) minute rest period within each four (4) hour work period.

3.7 Work Period

The work period for all drivers will consist of the assigned run time(s), plus the following times to allow for warm-up, clean-up, fueling, pre-trip inspections, etc.:

Morning runs:	twenty (20) minutes
Midday runs:	fifteen (15) minutes
Afternoon runs:	fifteen (15) minutes

After morning, midday and afternoon runs drivers are allowed ten (10) minutes to return to the building with their key and book after each route. Zonar must be returned at the end of each day.

Effective August 2020 and beyond, morning run time will increase to twenty-five (25) minutes, midday and afternoon run time shall increase to twenty (20) minutes. In addition, after morning, midday and afternoon runs drivers shall be allowed fifteen (15) minutes to return to the building with their key and book. Zonar must be returned at the end of each day.

Relief drivers' positions may be established by the District with a minimum assignment of twenty-five (25) hours per week during the school year. Relief drivers shall be assigned by seniority if more than one (1) route is available and the driver(s) are not currently assigned a route. If route time is less than five (5) hours on a given day, the employee may be assigned to detail work to complete five (5) hours. If a relief driver is not needed for a portion or all of his/her shift, the employee may voluntarily request to be released from that day's work and will not have this time considered as an absence.

For field trips, drivers will be allowed 45 minutes from the school prior to departure time. Drivers are expected to pre-trip, travel to and arrive at the school and be prepared for departure at least five (5) minutes prior to departure time. For a return trip, drivers shall be allocated 45 minutes for in-district and 1 (one) hour for out of district. Dispatch shall authorize additional time as needed based upon the requirements of the trip. After a field trip, drivers are authorized to work up to 45 minutes from the school. Drivers are expected to use the time needed and report time accurately. Should a driver need more than 45 minutes, clear justification must be documented on the trip ticket.

3.8 Overtime

Any time worked in excess of forty (40) hours per workweek, as defined in Article 3.4 will be paid at the rate of time and one-half (1½) per hour.

If an employee's work finishes between the hours of 11 p.m. and 5:30 a.m., the time worked between those hours shall be paid at the rate of time and one-half (1½) per hour.

All work performed on Saturday or Sunday will be paid at one and one-half (1½) the regular rate.

Paid holidays; vacations; illness, injury and emergency leave; and bereavement leave shall be treated as time worked for the purpose of computing overtime.

Overtime will not be compounded by paying overtime on time previously paid at the overtime rate.

Seniority will not force overtime when another driver is available.

3.9 Call-Back Pay

A minimum of two (2) hours pay will be paid to any employee who is called back to work at the regular rate of pay except in overtime situations in which case the overtime rates would apply.

The District retains the right to assign further driving and detailing, without extending pay, to utilize fully call-back time.

3.10 Work Prior to the Start of School

Employees will work the following hours prior to the start of the school year as identified by the Director of Transportation and communicated to the employees no later than the end of the previous school year. For bus drivers, the work consists of the following:

1 hour	Bidding *
4-8 hours	State required in-service
4 hours	Practice drive route, detail & prep bus
4 hours	District required in-service

For bus attendants, the work consists of the following:

4-8 hours	State required in-service
4 hours	District required in-service

This one-hour allocation does not affect the two-hour minimum as defined in Article 3.11.

Except under extenuating circumstances and by approval of the director of transportation, employees may be excused from these requirements. Should an employee be excused, the employee shall be required to make up time for training for state and district required.

### 3.11 Minimum Hours

Two (2) hour minimum pay will be paid for all scheduled runs.

- a) Half Hour Gap: When the check-out/check in time is less than one half (1/2) hour the driver will be paid straight through for the time elapsed. The half hour gap shall apply to all run assignments, including regular and extra work.
- b) Cancellation Notice: For trips or portions of trips which are canceled with less than (1) hour advance notice, or later than 9:00 p.m. the night prior for weekend trips, the driver shall be paid for the scheduled hours of the trip up to six (6) hours.
- c) Weather Related Cancellations Only: When trips are canceled due to weather conditions and the driver is already on paid time when notified, any notification of cancellation that is not at least one (1) hour in advance of the assignment starting time shall receive a maximum of two (2) hours pay if the trip is to be made up at a later date. If the trip is not made up, the driver shall be paid for the scheduled hours of the trip up to six (6) hours.

Employees must give proper notice to the dispatcher when returning from an absence or canceling a pending absence. A driver will not be assigned that portion of his/her run that has been assigned to a substitute driver unless the minimum advance cancellation notice (two (2) hours) can be given to the substitute driver.

Scheduled drivers will be paid a minimum of two (2) hours on any scheduled school day, that is not canceled at least one (1) hour in advance of their shift. Drivers will not be paid for days that are canceled and will be made up at a later date, as they will receive the pay on the make-up day. Drivers will be paid daily scheduled hours for days that are canceled, that will not be made up.

### 3.12 Rehires

Rehires shall be treated as new employees and seniority and benefit accrual shall commence on the effective date of reemployment.

Rehires will be required to participate in such training as may be required by state regulations, the necessity of familiarizing the prospective rehire with new equipment and/or the need to familiarize him/her with changes in District policies.

If a bus driver resigns with the effective date being the end of a school year and has completed his/her assignment and then is rehired by no later than the first day of work of the succeeding school year, that employee will retain accrued general leave credits and placement on the salary schedule but will forfeit seniority.

Rehires/prior BSD school bus drivers who return to driving a school bus or who move between a regular and substitute bus driver position, will receive payroll credit for prior years of service with bus driving duties, but will forfeit seniority. This could include a driver who moves into the BSD Transportation Office then moves back into a bus driver position, as long as they have maintained their bus driver authorization and continued driving throughout their time in the office. They will have a probationary period, but will be paid at pay level based on their prior service credit.

### 3.13 Job Description

A job description shall be established for each position within this bargaining unit and filed in the Human Resources Department.

Each job description shall be descriptive of the function, scope, and complexity of the job and the knowledge, abilities, and minimum skills and qualifications required for the position.

### 3.14 Medical Examinations

Employees are required to have a physical examination bi-annually and other testing as required by law. Employees have the option of obtaining physical examinations from a physician of their choice on a self-pay basis as long as that physician is a federally certified DOT Physical Examiner or from a physician of the District's choice at District expense. The employee should endeavor to obtain the required physical examination on non-work time; however, when this is not convenient the employee may utilize general leave for this purpose. Bus drivers shall be compensated two (2) hours of pay for time spent outside their normal duty day for the examination.

The District will evaluate the medical certification from the employee's physician. If the District does not accept the medical certification, the District will, at its expense, refer the employee to a physician of its choice. If the District's physician certifies that the employee is able to perform all of the duties of his/her position without restriction, the employee will remain in the service of the District. In the event the District's physician does not certify the employee can perform his/her duties without restriction, and the employee has no illness, injury, and emergency leave available, the employee will be removed from the service of the District or placed on a leave of absence without pay, at the District's option. An employee who is terminated or placed on an unpaid leave may pursue the matter only through the medical arbitration procedure established in Article 7, Section 7.5.



### 3.15 Special Equipment

The District agrees to provide the following special equipment for drivers: high visibility jackets/vests (which will be required to be worn in the bus lot), back supports as necessary and gloves for fueling.

The District agrees to furnish protective clothing to employee assigned to detailing tasks which require such clothing.

### 3.16 Nondiscrimination

The District and the Union shall not discriminate against any employee for reasons of race, age, national origin, color, sex, disabilities, religion, marital status, honorably discharged veteran or military status, sexual orientation, or Union membership.

*Bellevue School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator: Jeff Lowell, (425) 456-4010 or [lowellj@bsd405.org](mailto:lowellj@bsd405.org); Section 504/ADA Coordinator: Heather Edlund, (425) 456-4156 or [edlundh@bsd405.org](mailto:edlundh@bsd405.org); Civil Rights/Nondiscrimination Compliance Coordinator Alexa Allman, (425) 456-4040 or [allmana@bsd405.org](mailto:allmana@bsd405.org). Mailing address for all three: 12111 NE 1st Street, Bellevue, WA 98005.*

### 3.17 Bus Cleaning

Each driver will be provided the opportunity to work up to three and one half (3 1/2) hours cleaning the bus he/she drove during the preceding school year (including the mid-day bus assigned to the driver). This work must be completed between the start of shift one week before the last day of school and 5 pm on the last day of school.

Compensation for these hours shall be at the regular rate of pay and count toward the driver's 40-hour work week. Overtime pay will be authorized ONLY for the amount of time that these hours would force overtime when combined with regular route hours. If a driver bids on field trips during this bus cleaning period that would force overtime they need to indicate plus 40 on the bid.

### 3.18 Orientation

The District and Union share a mutual interest in support for new employees. Each new employee shall be given an orientation which includes, but is not limited to, the following:

A copy of this Collective Bargaining Agreement and a job description.

Details regarding hours, location of work, school calendar and job responsibilities.

Instruction on credentials required to hold position and where to obtain such credentials.

A full explanation of insurance plans and options.

A personal introduction to transportation supervisory staff.

Details regarding required qualification courses and training programs.

Union information: The District agrees to inform all new employees covered by this Agreement that Service Employees, Local 925, is their exclusive bargaining representative, provide Union access and opportunity to speak with employees during orientation, and will give them a Union membership packet provided by SEIU, Local 925.

### 3.19 Use of Video Cameras on Buses

3.19.1 Purpose: The use of video cameras on school buses is a) to monitor and improve student behavior b) to assist employees in the performance of their primary responsibilities of providing transportation for students in a safe and timely manner; and c) to protect employees from false accusations.

3.19.2 a) There will be no inappropriate monitoring of cameras by the District to target individual employees for violations of District policies or procedures;

b) Any minor infraction that is verified by camera will not count as a first offense for the purpose of progressive discipline. If there is a second minor infraction for the same or similar issue, disciplinary action may result;

c) No discipline shall be based solely on camera footage. If the District uses camera footage in a disciplinary matter, the discipline must stem from a qualifying event and be based on the Just Cause standard contained in the collective bargaining agreement. The District will follow progressive discipline in accordance with Article 4, Corrective Action, Discipline and

Discharge of Employees. The District will provide a copy of the information to the Union prior to action by the District;

- d) A qualifying event means that the District has received information that raises an issue about a particular driver or route. Examples of “qualifying events” may include but are not limited to the following circumstances:
- A police inquiry or call regarding a bus or bus driver;
  - A student, parent or citizen complaint or inquiry;
  - A review of a regular report such as an idling report that is run for all drivers and that occurs on a regular basis; or
  - An observation by a supervisor or citizen;

### 3.19.3 Corrective Action

- 3.19.3.1 Student misconduct will be handled consistent with District policy and pertinent contract provisions.
- 3.19.3.2 The District will follow the provisions of Article 4, Corrective Action, Discipline and Discharge of Employees regarding recorded employee misconduct.

### 3.19.4 Viewing:

- 3.19.4.1 Management shall be responsible for viewing all videos as necessary.
- 3.19.4.2 An employee whose bus had been recorded has the right to view the video. All employee viewing will take place at the work site. If the viewing is scheduled to take place on non-duty time, the employee shall be compensated at the appropriate rate.

## 3.20 Global Positioning Systems (GPS)

The Union and the District agree that the information obtained by GPS will only be used for legitimate business, guidance, or instructional purposes. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the GPS equipment. The Union and District also agree:

- a) There will be no inappropriate monitoring of the system by the District to target individual employees, i.e., “trolling” of the GPS for violations of District policies or procedures to target individual employees;
- b) Any minor infraction that is verified by the use of GPS will not-count as a first offense for the purpose of corrective action. If there is a second minor infraction for the same or similar issue, disciplinary action may result;

- c) No corrective action shall be based solely on GPS data. If the District uses GPS data in a disciplinary matter, the discipline must stem from a qualifying event and be based on the Just Cause standard contained in the collective bargaining agreement. The District will follow corrective action in accordance with Article 4, Corrective Action, Discipline and Discharges of Employees. The District will provide a copy of the information to the Union prior to action by the District;
- d) A qualifying event means that the District has received information that raises an issue about a particular employee or route. Examples of “qualifying events” may include but are not limited to the following circumstances:
- A police inquiry or call regarding a bus or bus driver or attendant;
  - A student, parent, or citizen complaint or inquiry;
  - A review of a regular report such as an idling report that is run for all drivers and that occurs on a regular basis; or
  - An observation by a supervisor or citizen;
  - A driver making an unauthorized bus stop;
  - A driver not following the route directions laid out by routing without approval.
- e) Any actions based on GPS data will be managed in accordance with Article 10 – Personnel Files in the CBA.

#### **ARTICLE 4 - CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE OF EMPLOYEES**

The District shall have the right to discipline or discharge an employee for just cause. “The issue of just cause shall be resolved in accordance with Article 4 hereinafter provided”. Whenever the District has reason to correct the actions or behaviors of an employee, the correction shall be done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

The District and Union believe in the concept of Corrective Action – actions taken by the District to change the behavior of an employee. Corrective action does not automatically result in discipline but rather is focused on changing the behavior of employees to improve their conduct. Corrective action may include verbal counsel, letters of direction or disciplinary actions, including letters of reprimand, suspension and termination.

The correction or discharge of an employee by the District shall be administered on the basis of Just Cause. “Just cause” means that definition as contained in Washington state and federal law, and includes, the following criteria:

1. Did the District inform the employee of the disciplinary consequences of rule violations, performance deficiencies, or misconduct?
2. Was the rule reasonably related to the orderly, efficient, and safe operation of the District's business?
3. Prior to administering discipline, did the District make an effort to discover whether the employee did in fact violate or disobey a rule or order of management, or whether the employee failed to meet mutually-understood expectations of performance?
4. Was the District's investigation conducted in a fair and objective manner?
5. Did the District obtain substantial evidence from the investigation to prove that the rule had been violated or that the employee failed to meet mutually-understood expectations of performance?
6. Did the District apply its rules, orders, and penalties in an evenhanded manner, so as not to discriminate against any employee?
7. Was the severity or degree of discipline reasonably related to (1) seriousness of the employee's offense, and (2) the record of the employee's service with the District?

Generally, corrective action shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the employee's immediate supervisor shall address the matter in an informal advisory counsel with the employee. The employee may attend this informal counseling on his or her own, or may request that a union representative be present. The supervisor may document advisory counseling in the supervisor's records, but any matter resolved at this level shall not be a part of the employee's personnel file.

Corrective action shall consist of the following steps.

1. Informal counseling with employee. The supervisor may document but no written corrective action to the employee is required.
2. Letter of Direction – Provides written direction for future conduct. A letter of direction is not disciplinary and shall be limited to copies to the supervisor and employee. Letters of direction are not part of the disciplinary record, unless there is subsequent misconduct that results in disciplinary action. Any issue that resulted in verbal counseling shall not be considered in a letter of direction after 18 months since the time of the verbal counseling.
3. A written reprimand. Such action shall remain in the employee's official personnel file for a period not to exceed two (2) years. At the end of the two (2) year period, should no further misconduct related to the reprimand occur, the employee may have the reprimand removed from the official personnel file.
4. Suspension. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand is in force, the employee may be subject to suspension.

5. Termination. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand and previous suspension have occurred, the employee may be subject to termination.

Discipline documents involving serious misconduct (suspension or termination) shall not be subject to removal from the employee's personnel file unless the Union and District mutually agree and retention of the documents is not required by law.

In the event of serious misconduct, Progressive Discipline steps may be circumvented. Serious misconduct may be subject to suspension or termination if the proven offense falls under the category of insubordination, gross misconduct, or flagrant disregard for clear and well-publicized District policies, including but not limited to sexual harassment, bullying, and/or harassment on the basis of race or other protected categories. The District may choose to place the employee on administrative leave with pay or temporary reassignment while a complete investigation of the infraction is conducted. The union will also be notified when an employee is placed on administrative leave or temporary reassignment.

Any employee being suspended or terminated shall be entitled to a full and complete written notification stating the precise reasons for the disciplinary action. Upon request, the affected employee will be entitled to a meeting with the appropriate District personnel to: (a) present the employee's side of the story, and (b) ask any clarifying questions to determine the reasons for the action taken.

The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's ability to function in the job.

It shall not be a violation of this Agreement and shall not be a cause for discharge or disciplinary action of any kind for an employee to refuse to enter upon any property which would endanger his/her physical safety, the safety of his/her passengers, or his/her vehicle. This action will be reported to his/her supervisor as soon thereafter as is possible.

## **ARTICLE 5 - ASSIGNMENTS**

### **5.1 Definitions**

- a) Regular Run Assignments: Regular run assignments are established by management and include AM/PM, A.M. or P.M., late start, early dismissal, activity, tutorial, shuttles, relief or detail work Traditional midday assignments are bid separately by drivers.
- b) Traditional Midday Work (Bid): The parameters of midday work are 1 – 2 - 3 - 4 - 5 days per week -- Cascade, PT/OT, Special Education, Preschool, Vocational Education.

- c) Detailing: Detailing shall include any driving assignment, cleaning buses or BSD vehicles, answering phones, student management or paperwork related to Transportation.
- d) Extra Work: Those driving assignments not within the definition of “regular runs” or “regular assignments.” such as field trips, “ride alongs,” training, or summer work.
- e) Extraordinary Bus Runs: These runs are defined as runs where the driver transports two (2) or more students from behavioral disability centered programs.
- f) Temporary Runs: A temporary run is a student/a group of students that needs special transportation such as medical, behavioral, RISE, MKV Homeless, or academic need. These runs do not have scheduled end dates and may or may not end at any time. When they do end, the time does not remain on the driver’s schedule, but is removed.

## 5.2 Run Assignments

Prior to the beginning of the school year, as time lines permit, management will provide the Union representative(s) an opportunity to give input to the District regarding the preparation of regular runs, and midday assignments. Primary consideration will be given to making run assignments as efficient as possible.

Drivers will select a regular run and midday assignment by seniority with the most senior driver having the first choice and others making their selection in order of their seniority at assigned intervals throughout the bid days. Drivers will first select a regular run and then may immediately select any available midday assignment. The next driver in seniority order will then select a regular run and then may select any available midday route assignment. Drivers may not bid midday assignments which would make their total assignment over forty (40) hours per week.

Any driver employed by the District who becomes ill, disabled or has a District approved medical leave of absence is eligible to bid on a route in August, if the driver is able to provide reasonable assurance that he or she will resume driving the route by the first school day in January. Reasonable assurance is a written communication from a medical provider that the employee should be able to return to work and resume bus driving duties by no later than the first school day in January. Reasonable assurance should be received in sufficient time to allow for verification prior to bid day. If the reasonable assurance cannot be verified by the driver’s bid time, the driver shall not be permitted to bid on a route. If a driver does not return and regularly perform duties for at least a three-week period by January, the driver will not be allowed to keep their route.

Once regular runs and midday assignments have been bid prior to the start of school, there will be no rebidding until the time specified in the following paragraph. During the four-month period between August and January, regular runs and/or midday assignments will be adjusted to maximize the use of any paid time which is not being worked. Adjustments may be made by doing such things as moving parts of runs or whole runs. Efficiency of work and scheduling will be the primary considerations in making adjustments with efforts being made to increase the pay of employees with seniority in mind, and to meet individual preferences for hours. Routing schedulers must work with an employee whose regular run and midday assignment has increased in hours or the start and/or end time(s) has/have changed such that the employee cannot work the assignment(s) to exchange the regular run and midday assignment with another employee which will fill his or her need and has the number of hours closest to the employee's hours. Drivers must be consulted prior to a route being changed.

Routes may be re-assigned by management if there are significant concerns regarding an employee on a specific route. Management will share the rationale for the change with the employee. Management will work with the employee to find a viable alternate route assignment. If initiated by management, management will keep the employee whole.

**January Rebid Process:** After all adjustments have been made, regular runs or midday assignments which have been increased or decreased by more than fifteen (15) minutes per day (weekly average), will be posted for bid in mid-December to start in the beginning of the January pay period. Only those employees whose pay would increase will be allowed to bid. However, employees who are bumped or lose their routes off the bid board may then bid or bump. Also, if an employee whose hours have been decreased wishes to remain on that run, the run will not be posted. The initial bid process will be followed. After the first round of bidding, all available routes will be open, and any driver may bid regardless of current route hours assigned.

Route changes may be implemented as needed in the event of overloads, late buses, extraordinary runs or for safety reasons. There will be no route changes for consolidation of routes, except in the event of open runs.

If runs are decreased in time at any time during the school year, the employee will be paid at the original numbers of hours bid on until the change is implemented the following rebid period or end of the assignment. Additional work may be assigned by the District to fill any paid time not being worked. If routes are increased even if not posted for bid, the driver will not lose the time until the following re-bid period.

**Open Runs:** Open run assignments shall be defined as newly established run assignments, runs that have been vacated when a driver moves from one run to another run, run assignments where employees have terminated or run assignments where an employee has been granted leave of absence for longer than twenty (20) calendar days for reasons other than disability and industrial injury as set forth in Section 8.3. Run assignments vacated by employees on leave for disability or industrial injury shall be



defined as open run assignments at the expiration of the guaranteed return to position period. Such open run assignments will be posted, for two (2) work days and assigned in a timely manner after identification of the open run assignments, but actual implementation of the assignment shall not take place until the next pay period. Movement caused by drivers bidding on an open route shall be limited to three (3) drivers per open route. Drivers can only bid one (1) open route between bid periods. A driver may only drop an existing midday route at this time if it conflicts with the new route being bid by the driver. The rules for open run assignments, as provided by Article 5.2 of the contract, shall apply. Open routes may be filled by drivers without any regular assignment until filled by the process noted above. Seniority shall start and benefits shall be authorized for drivers who accept open route assignments until the next rebid period. The position vacated by the driver filling the route vacated by the driver who took the open run assignment shall be filled under the rebid process above.

**Midday Assignments:** Midday assignments cannot be bid without a regular run assignment and will be bid through a separate process. Midday assignments may be dropped when a driver changes his/her AM/PM regular run assignment. Midday assignments may also be dropped between bid periods with the approval of the immediate supervisor. In this case, the driver may not be eligible to bid another assignment for the remainder of the school year.

**Run Times (designated pick-up and drop-off times):** Run times will be adjusted to reflect the actual times as soon as possible after runs are driven and times established.

In the spring, the Labor/Management Committee will review the bidding process to determine if the intent of the agreement was followed and to recommend ways for improvement, if needed.

Relief driver assignments will be posted and bid at the same time as regular routes.

### 5.3 Extra Work/Trips (those not included in regular run assignments)

#### Bid Board Posting

All extra work which has been received by the close of Thursday, will be posted for bid as close as possible to 9:00 a.m. on Friday of the same week, will remain posted through the following week until the end of Wednesday and will be assigned by seniority. Failure to meet the 9:00 a.m. time period will not be grievable. During short weeks this time frame will be adjusted to accommodate both management and drivers. Extra work that is not bid on or is received late will be posted on the "Help" board after the close of the bid. When extra work is posted, the time and place that it is to start and end will be provided as well as a chart indicating the standard driving times between various locations.

## Bidding

Drivers will select extra work in seniority order by signing their names on the bid sheets or appointing a proxy. Extra work may be selected if the extra work does not place the driver in an overtime situation, and the extra work does not conflict with the driver's regular assignment. On the seniority list, a driver will sign his or her name, the date and time when his/her bid is completed. If a driver does not want to bid, he/she or his/her appointed proxy should write "Pass" on the sheet and sign his/her name.

Drivers bidding on unfilled or late extra work ("Help" board) will indicate if overtime would result and/or how late they would be arriving to the extra work or to their regular assignment if they were awarded the bid. Drivers whose trip(s) are canceled will be notified and will be given preference for "Help" board extra work. Canceled assignments will be shown on the "Help" board. Management will award extra work from the "Help" board at 7:30 a.m. the workday before the trip. Weekend extra work will be awarded at 7:30 Friday morning. Weekend trips will be awarded off the Help Board, and not the Bid Board.

## Cancellation of Assignments by Drivers

Drivers will cancel assignments by giving notice two workdays in advance of the assignment whenever possible. Drivers may cancel after that time if the cancellation has been caused either by a problem in which preplanning was not possible or to correct a bidding error. Multiple bidding errors will constitute a violation of this provision. Drivers cannot cancel an awarded bid or "Help" board trip for a later posted preferred trip.

## Penalty

Corrective Action as delineated in Article 4 shall be followed, if it is determined after an assignment has been completed, that the driver went into an overtime situation the assignment conflicted with his or her regular assignment, the driver canceled awarded trips for preferred trips, if (s)he is late or does not show up for a scheduled trip.

A driver who turns in three (3) trips from either the Help Board or Bid Board within a thirty (30) day calendar period may be subject to corrective action as delineated in Article 4, Corrective Action, Discipline & Discharge.

## Conflicting Trips

During the year, drivers may bid for up to three (3) trips that conflict with their regular routes. Regular route drivers who can make trips without conflicting with their regular route have first priority. If a conflicting trip is canceled because the driver's regular route cannot be covered, this will not be counted as one of the three (3) conflicting trips. If there are no substitute/on-call drivers to cover the regular route, management/dispatch

will notify the driver that he/she must driver the regular route. The decision will be made in time to schedule a charter. Conflicting trips may be assigned to substitute/on-call drivers if no regular route driver has bid. Summer work may not be turned in for a conflicting trip. Any bid for a trip that may conflict with a regular route should be communicated directly with Dispatch as soon as possible.

### Weekend Trips

Weekend trips are defined as any trip that starts after 11:00 p.m. on Friday, Saturday, Sunday, up to 5:30 a.m. Monday morning. Drivers may bid on weekend trips up to either six (6) hours cumulative on more than one trip or one trip that is more than six (6) hours. Drivers may not bid on multiple trips in excess of six (6) hours. For example, if a driver bids on an 8-hour trip, (s)he cannot also bid on a 2-hour trip. A driver could bid on a 4-hour trip and a 2-hour trip.

Weekend trips are not considered part of the regular workweek. As a result, weekend trips will be posted on the Help Board. A driver who is absent Friday will be removed from that weekend's work, which will be reassigned to the next person in seniority.

### Detail Work

Detail work which cannot be assigned to drivers on the clock will be posted for bid. Where qualifications are substantially equal, extra work will be awarded to the most senior eligible employee.

## 5.4 Transportation Department Summer Extra Work

During the summer (from the end of one school year to the beginning of the next school year) the Transportation Department may have a variety of work/jobs which it wants accomplished. Such work/jobs include but are not limited to bus cleaning, summer school bus routes, summer field trips, administrative work involving such things as mailing, route book maintenance and telephones, and state bus inspections.

Before the start of summer, drivers are asked if they are interested in working over the summer as well as their work preferences. Known summer work opportunities are posted for bidding. Bidding is completed by the end of the school year. Preference is given to drivers who can commit to the entire summer route or extra work assignment. If a driver is unable to drive on a route, management and the driver will address the issue with an approach that provides flexibility and will try to keep continuity on a route as much as possible. As additional work becomes available, drivers who have signed up for summer work are called and notified of the work opportunities by seniority according to driver work preferences. If a driver does not answer the call, the dispatcher will move on through the list. If a driver calls back before the work is awarded, then they will be awarded the work.

Extra work that has been bid and is underway may be extended without reposting on the Bid Board if the extension is a continuation of the same work without a break in working days.

5.5 Assigning Drivers

Except in emergencies, the District will assign the transportation of students on Bellevue Public School buses only to drivers and relief drivers represented for bargaining by the Union or to “on-call” drivers, even though overtime pay might result, provided such drivers are available.

5.6 Special Education Runs

The District will not assign drivers to Special Education runs without adequate training.

5.7 Deviations from Daily Routes

Drivers who encounter unannounced conditions that require rerouting are to assume the responsibility for selecting an appropriate detour. Detours should be via the safest and most direct route returning to the established route and serving as many established passenger stops as possible. Conditions that require route deviations shall be reported to the dispatcher as soon as possible after occurrence. No disciplinary action shall take place for following this procedure.

5.8 Extreme Misconduct

Drivers who experience student misconduct of an extreme and/or unsafe nature which has not been corrected after exhausting normal disciplinary procedures, shall bring such to the attention of his/her supervisor. The supervisor shall, as appropriate, involve Student Services, building staff, and other individuals with the driver and supervisor to remedy the situation.

5.9 Temporary Assignment

Assignments expected to exceed ten (10) work days in length may be posted for bid as temporary assignments where possible. The temporary assignment shall be awarded to the senior driver who signed up for the temporary assignment and who has a compatible regular run assignment. Drivers awarded a temporary assignment will not keep the additional time added as a result of the temporary assignment once the assignment is completed.

## 5.10 Bellevue School District Conferences

### A. Bid Hours Lost Due to Bellevue School District Conferences

1. Bellevue School District conference days in this Section A refer to the standard conference day schedule agreed upon by the elementary and middle schools respectively.
2. Under this Section A, it is understood that the primary responsibility of a driver is to drive his/her conference schedule.
3. If a driver loses bid time due to conferences, management will work with a driver to try to fill in lost time in the manner described below. However, if a driver chooses not to accept fill-in work after a District representative has asked him/her to do so, the driver will sign off on a time sheet that he/she accepts losing bid time.
4. Acceptable fill-in work will include:
  - a. cleaning buses as requested
  - b. paperwork related to the operation of transportation
  - c. driving whatever routes are needed

### B. Late Start and Early Release Schedules (Excludes Half-day Wednesday Schedule)

1. This Section B. refers to those days scheduled by an individual school which are different than the standard conference days referenced in A.1 above.
2. A driver has the option of indicating "yes" or "no" on the preference form as to whether he/she is available to work a late start and/or early release schedule. A driver who indicates "no" will have his/her route assigned by Dispatch according to seniority on the midday availability list (as is done now) or posted on the Help Board or filled in by an on-call driver. A driver writing "no" will have the option to bid a field trip by indicating such a preference on the form.
3. The intent of B-2 above is to allow a driver to try to work as close to 40 hours as possible. A driver cannot bid a trip that will put him/her into overtime which is the rule now.
4. If a driver(s) has/have chosen to bid a field trip rather than work his/her late start and/or early release schedule, the District may have the driver return from the trip to do a late start and/or early release route if drivers are needed. If a driver is needed and it is impossible for the driver to return from a field trip to do a late start and/or early release route, the driver may have to give up the field trip and do the requested route. This provision will be invoked only when necessary to insure coverage of routes.

### C. General Guidelines

1. District and Union representatives will work with its respective employees to work cooperatively in implementing this agreement.
2. To the extent possible, drivers will maximize their availability and be willing to assist when help is needed.
3. All concerns related to this article will be first addressed through Labor/Management meetings, and if not resolved, then through the grievance procedure. Both parties will make a good faith effort to resolve their differences in the Meet and Confer meetings.

#### 5.11 Application Preference

The District and Union believe in providing opportunities for employees to gain full employment (40 hours per week) wherever practical. Employees covered by this agreement will have the first right of consideration for positions (including substitute and temporary) within the District, for which they are qualified and available to perform the duties.

## **ARTICLE 6 - CHANGE OF STATUS**

#### 6.1 Seniority Rights

An employee's seniority shall be defined as an employee's continuous length of service in a transportation bargaining unit job classification. Seniority shall begin on the date of employment in said classification. In the event that the seniority is identical for two or more employees, date of application will determine the numerical seniority status.

Employees shall be promoted on the basis of seniority when qualifications for a position are substantially equal.

An employee moving from one job classification to another within the bargaining unit shall retain his/her benefits as a District employee but not his/her seniority.

#### 6.2 Position Openings

The District will provide the Union with all "Position Opening" announcements for job classifications represented by the bargaining unit.

All position openings within the bargaining unit will be posted for a minimum of ten (10) workdays.

Employees desiring to be considered for a position shall notify the Human Resources Department of their interest in accordance with specifications included in the announcement of the opening.

If the position is not filled by a bargaining unit employee, the District will furnish, upon request, written reasons to the applicant(s) and to the Union.

6.3 Notification

The District agrees to give each employee who has been on the payroll more than ninety (90) days at least two (2) weeks' notice of intended layoff, and each employee shall give the District at least two (2) weeks' notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

6.4 Voluntary Termination

If an employee is absent for three (3) consecutive workdays without notifying the District as to the reason for his/her absence, then said employee shall be considered as having voluntarily terminated. An employee may be reinstated without penalty if, in the judgment of the Assistant superintendent of human resources, there were extenuating circumstances which made it impossible to notify the District as to the reason for absence.

6.5 Reduction-in-Force

Employees will be selected for layoff in reverse order of seniority within the classification of eliminated positions.

If an employee does not get a run assignment or does not select a run assignment in the August bid, or if the employee loses a run assignment during the year, or if an employee is on a District-approved leave, at the employee's request, he/she will be placed on the on-call list in order of seniority above other on-call drivers. Seniority will not accrue while on the on-call list. As positions become available, the employee is eligible to bid in seniority order. Retention on the on-call list will not extend beyond one year if the employee is not available for work during the preceding year.

**ARTICLE 7 - HOLIDAYS**

The following are District holidays:

September

Labor Day

February

President's Day

November

Veteran's Day

Thanksgiving Day

Day following Thanksgiving Day

April

Last Friday of

Spring Vacation

December

Christmas Day

Day before or after Christmas Day

May

Memorial Day

January

New Year's Day

Day before or after New Year's Day

Martin Luther King, Jr. Birthday

July

Independence Day

The District shall designate whether the day before or after Christmas and New Year's Day shall be the holiday.

Employees who work on a holiday shall be paid for their assignment, and hours worked on such holiday at one and one-half (1½) times the regular rate of pay per hour.

Employees shall receive the above holidays as pay based upon their route hours. In order for an employee to receive holiday pay, the employee must work the scheduled day before and the scheduled day after the paid holiday.

For Labor Day the employee must work the first day of school.

For Independence Day in July the employee must have worked the last day of school.

If an employee is absent, (s)he is required to provide a doctor's note or other form of document as stated in Article 8.



## ARTICLE 8 - LEAVES

### 8.1 General Leave

Regular hourly employees shall accumulate one (1) hour per every eighteen (18) hours paid up to a maximum of eight (8) hours per month of leave credit to be used for illness, injury, emergency, personal, ceremony and religious leave.

Hours of leave credit which accrue in excess of one full day (eight hours) per month due to the number of paid hours worked, shall be reserved and included in future monthly accruals of leave in months where the regular accrual (per number of hours paid) would otherwise fall below eight (8) hours. In no case shall the combined rate of accumulation be greater than eight (8) hours per month on an annualized basis or a maximum of ninety-six (96) hours.

General leave credits shall be cumulative from year to year.

Employees and/or their beneficiaries shall be compensated annually and upon retirement or death for unused general leave days as provided by law and in accordance with regulations established by the Superintendent of Public Instruction.

Unused leave credits shall be transferred to, or received from, other school districts in the state of Washington in accordance with state statutes.

Leave sharing shall be permitted as provided in state law and District policies and procedures.

#### 8.1.1 Use of Leave for Illness or Injury

Illness, injury or disability shall be reported at the beginning of any period of leave to the District by the employee or a person acting for him/her.

##### Sick Leave Notification

For any sick leave absence, the employee must call into dispatch at least two (2) hours before their route is to begin, unless there are extenuating circumstances, to advise of their pending absence and the reason for the absence. Subsequently, every two (2) work days thereafter, or the first work day following a non-work day, the employee will call and talk directly with a supervisor advising the reason for the continued absence and expected return date.

If the employee, either on their own or at the request of the Transportation Office, sees a doctor and provides a medical certification to the Transportation Office, delineating the need for a specific time period off, then the employee does not have to call a supervisor, as detailed above, unless the employee expects not to return to work after the certified

period ends. In such cases, the employee will call and talk directly to a supervisor as to the reason for the continued absence and expected return date the first workday thereafter and subsequently every two workdays as detailed above.

It is the employee's responsibility to keep the Transportation Office advised of their status and availability and, when required and where appropriate, obtain a doctor's certification and submit it to the Transportation Office. The ongoing two (2) days' notice does not apply to situations where an employee has already notified the Transportation Office of a claim for industrial insurance time loss due to an on the job injury.

Health conditions caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, illness or injury.

In accordance with the Family Care Act, an employee may use leave for illness or injury to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision; a child eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability; or a spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

A licensed health care provider's certificate of illness or injury may be required for approval of leave for illness or injury after five (5) consecutive workdays of absence.

The District may request a licensed health care provider's statement in the following situations:

- a) The District has reason to believe an absent employee is not ill or injured;
- b) The employee in question has a pattern of absences such as Mondays or Fridays, or before or after holidays;
- c) Or, the employee in question has been counseled about his/her absences in accordance with this Article.

A written statement may be requested by the District from a licensed health care provider which verifies the employee's ability to return to work.

Employees using more than eight (8) days of sick leave during the school year may be counseled by a member of the management team.

An employee who has been disciplined in writing may be asked to go to a physician selected by the District for verification of sickness. The cost of such examination shall be paid by the District.

An employee's absenteeism problem will be addressed on the employee's evaluation form.

Employees suffering illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use general leave to the amount of their earned credit less any industrial insurance payments for which they are eligible. General leave charged to the employee shall be proportionate to that portion of the employee's salary paid by the leave. The combined insurance and leave payments shall not total more than the employee's usual base pay. Any overpayments shall be returned to the District by the employee.

Employees shall be allowed leave with compensation for illness or injury up to the amount of their earned credits under the following conditions:

- a) During an illness or injury which has incapacitated the employee from performing his/her duties.
- b) During the infectious period following the exposure of an employee to a contagious disease during which his/her attendance on duty would jeopardize the health of fellow employees or the public.
- c) For the purpose of medical, dental, or optical appointments if arranged in advance with the immediate supervisor.

In the case of absence for illness or injury, the use of general leave shall be limited to the hours of an employee's base assignment. However, when such illness or injury results in an employee being absent for five (5) consecutive days or more, the employee may use the average number of hours per day worked in the previous pay period to calculate the hours of sick leave to be used.

#### 8.1.2 Use of Leave for a District Declared Emergency

Emergency leave shall be designated by the District for it to be used. Should a school or District closure be determined, employees who are unable to work may take general leave accumulated under this section for the number of days designated as eligible by the District. This designation of emergency leave does not require preapproval.

#### 8.1.3 Ceremony Leave

One day of general leave per year shall be granted under this Section for matters directly involving the employee's family. Such leave shall be granted only for the following specified purposes occurring during the workday or requiring workday travel and over which the employee has no control:

- a) Marriages

- b) Graduations
- c) Other ceremonies of exceptional distinctive nature.

#### 8.1.4 Religious Leave

Up to three (3) days of general leave shall be granted for matters directly related to a religious holiday, an official ceremony or other religious observance per contract year.

#### 8.1.5 Personal Leave

##### 8.1.5.1 Pre-approval:

An employee may take up to three (3) days (equal to the number of hours per day employed) of general leave as Personal Leave, provided said employee has at least three (3) days of accumulated general leave from which the Personal Leave shall be deducted. Personal leave may be granted in increments of an AM run, a mid-day run, or a PM run. Preapproval shall be required for the use of personal leave except as designated in 8.1.5.2. Requests for Personal Leave shall be submitted to the employee's supervisor no later than ten (10) business days prior to the date of the requested leave.

Personal Leave is intended to be used to address personal business that can only be attended to during normal work hours. Personal Leave is not intended to be used to extend a vacation.

Applications for Personal Leave shall be granted **unless** the leave is taken at any of the following times:

- a) The first five (5) or last five (5) school days of the year.
- b) The day before or after any holiday or non-student day identified on the calendar.
- c) More than three (3) unexcused absences (no call, no show) have occurred during the bonus period.
- d) When four (4) other bargaining unit employees have already been scheduled for personal leave on the day requested.

##### 8.1.5.2 Submission After an Absence:

Personal Leave may also be used in the event an employee has personal circumstances that meet the following criteria:

- a) The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b) The problem cannot be one of minor importance or mere convenience, but must be serious.

Written application for consideration for personal leave will be submitted on the designated form to the Human Resources Department within thirty (30) days of the employee's return from the absence.

The form will require an explanation of the personal situation causing an absence.

The decision regarding whether the leave will be considered as personal leave will be transmitted to the employee within fifteen (15) days of the receipt of the request. During the period prior to a decision being made, no deduction from pay will occur.

## 8.2 Bereavement Leave

Bereavement leave is defined as leave for the purpose of mourning the death of a family member or others. Bereavement leave is intended to be applied in a timely manner related to the death of the individual. The District has established a time frame of thirty (30) days from the time of death to be considered eligible for bereavement leave. Bereavement leave will be granted and paid by the District. Bereavement leave shall be non-cumulative and shall not be deducted from the employee's accumulated general leave.

It is understood that sometimes a memorial service, funeral or other activity may occur later than one month after the death. In such cases, the District may grant the bereavement leave, provided there is sufficient documentation to account for the time of the memorial service. Employees who serve as executors to an estate or have other legal considerations may use Personal Leave to take care of affairs of the deceased.

The District may allow up to five (5) days per event of paid bereavement leave for the death of an employee's family member.

The District may allow up to one (1) day per event of paid bereavement leave for the death of an employee's non-family member not to exceed three (3) occurrences per fiscal year.

In situations where serious personal complications occur as a result of bereavement, the employee may be granted an extended leave of absence without pay not to exceed ninety

(90) calendar days upon approval of the Superintendent in accordance with Section 8.3 of this Article.

Generally, bereavement leave requests shall be granted with an understanding that a request may not automatically result in five (5) days of leave taken as bereavement. Should there be a concern regarding the appropriate use of bereavement leave, Human Resources may require specific documentation related to the bereavement request.

### 8.3 Leave of Absence

Upon recommendation of the immediate supervisor and approval of the Superintendent, leave of absence may be granted to any employee for such things as: (a) illness, (b) family emergency, (c) disability, (d) education, (e) union business, (f) personal business, (g) child care, etc.

Any leave without pay anticipated to last longer than twenty (20) calendar days would be treated as a leave of absence.

Except for military service there shall be no other employment while on leave without prior written approval from the Human Resources Department. The taking of employment without prior written approval shall terminate the leave and said employee's employment with the District, provided, however, that employees may continue other employment they had prior to requesting the leave.

The District shall state in writing the terms of the leave of absence.

Seniority and leave credits established at the time of departure on an approved leave of absence shall be restored when the employee returns to work. Seniority will not accrue while on leave of absence, except when the leave is necessitated by an industrial injury or other disability. When an employee is on disability leave, seniority will accrue for up to one year. When an employee is off work due to an industrial injury, seniority will accrue for up to two (2) years. Employee routes will not be posted as an open for six (6) months in the case of disability leave or one (1) year in the case of industrial injury. In either case, the actual route assignment will end at the end of the school year.

When an employee returns from a leave other than leave necessitated by Industrial injury or disability, the employee shall be reinstated in a position equivalent in duties and salary to that which he/she held at the time his/her request for a leave of absence was approved, if a vacancy exists. If a vacancy does not exist, the employee will be placed on a waiting list subject to recall by seniority.

### 8.4 Civic Responsibility Leave

An employee shall be granted a leave for jury duty or to serve as a witness at trials.

There will be no deduction in the employee's compensation for jury duty or to serve as a witness at trials provided the employee is not the plaintiff or defendant in the action.

#### 8.5 Military Leave

The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations for up to fifteen (15) calendar days in any one (1) year.

An employee who enlists, is inducted or recalled to active duty shall be granted a leave of absence without pay for the period of his/her military service and shall be reinstated to his/her former or comparable position, provided application for such position has been made to the district within ninety (90) days after the expiration of such military service.

#### 8.6 Leave Without Pay

Employees may use Leave Without Pay should no other provisions of General Leave in Article 8 apply. Requests for Leave Without Pay must follow the following steps to be considered for approval:

- a) Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's supervisor.
- b) The supervisor will acknowledge receipt of the request and submit to the Human Resources Department.
- c) In consultation with the supervisor, the Human Resources Department will review the request, including exploring other leave options that may be available to the employee.
- d) The granting of Leave Without Pay shall be on a case by case basis.
- e) Leave Without Pay requests for the first five (5) or last five (5) school days of the year shall not be granted unless special circumstances or needs of the individual as well as the best interests of the educational program will be considered in making the determination to grant or deny the application.
- f) The employee shall be notified no later than five (5) business days after receipt by Human Resources whether or not the Leave Without Pay request has been approved.

Approval of requests for leave without pay will be limited by the known or projected ability to provide substitute coverage. Requests will be considered based on the date and time of receipt of the request. If more than one request is submitted at the same time, and not all can be granted, the request from the most senior driver will receive first consideration for approval.

No requests for leave without pay will be approved in advance of five working days for the following times:

- (1) the month of September
- (2) the last two weeks of a school year

All other requests for leave without pay will receive a response within five working days of the request.

## **ARTICLE 9 - GRIEVANCE PROCEDURES**

### 9.1 Purpose

The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances.

### 9.2 Definitions

A grievance is a claim by an employee and/or the Union that the express terms of this Agreement have been misinterpreted or misapplied by the District.

### 9.3 Procedure

An employee may institute a grievance on his/her own and may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

#### Informal Step

Prior to filing a grievance at Step 1, the grievant shall first meet with his/her supervisor to try to resolve a potential grievance. The employee may ask up to two (2) work site representatives to be present at the meeting.

#### STEP ONE

If the grievance cannot be resolved informally, within twenty (20) business days of the time a grievance arises or the time when the grievant should reasonably have had first knowledge of its occurrence, the grievant will commit the grievance to writing on a Grievance Review form, sign it, and present it to the Director of Transportation. 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 copy of the Grievance Review Request form also shall be sent to the Assistant superintendent of human resources.

Within fourteen (14) business days after receipt of the written grievance, the Director of Transportation shall communicate his/her written response to the grievant and the Union.

### STEP TWO

If the grievant is not satisfied with the resolution at STEP ONE, he/she may, within fourteen (14) business days after receipt of the written response in STEP ONE, submit the grievance to the assistant superintendent of human resources.

Within fourteen (14) business days after the STEP TWO grievance hearing, the assistant superintendent of human resources or his/her designee shall communicate a written response to the grievant and the Union. At the conclusion of Step Two, either the Union or District may request voluntary mediation in an attempt to resolve the grievance. Both parties must agree to mediation. In the event mediation occurs, the parties agree to suspend the timelines for submission to Step Three should there be no settlement at mediation. The parties will select an agreed upon mediator, which may utilize the Public Employees Relations Commission or another accepted entity. The parties will evenly split the cost of the mediator, if any and bear their own costs and expenses for mediation. Should the parties reach an agreed upon mediated settlement, the grievance shall be considered resolved.

### STEP THREE

If the grievance is not satisfactorily resolved at STEP TWO, or failure to reach a mediated resolution, the Union may, within fourteen (14) business days after receipt of the written response from STEP TWO, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- a) The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- b) The arbitrator's decision shall be final and binding on the Union, the employees involved, and the District.
- c) The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

#### 9.4 Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Union to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance.

The District and the Union may mutually agree in writing to extend the time limits at any one of the steps.

#### 9.5 Medical Arbitration

A grievance from an employee who is terminated from the service of the District or placed on unpaid leave for lack of ability to perform all of the duties of his/her position without restriction shall be processed only through the following medical arbitration procedure. The employee must notify the District of his/her desire to have the matter processed through the medical arbitration procedure within fourteen (14) business days of notice of the District's intent to place him/her on unpaid leave or to terminate him/her.

##### STEP ONE

The employee's physician and the District's physician shall discuss the issue. In the event the two (2) physicians cannot resolve the issue, they shall select a third (3rd) physician who is a specialist in the appropriate field of medicine to serve as an arbitrator.

##### STEP TWO

The medical arbitrator will examine the employee to determine whether the employee meets the District's medical standards and can perform all of his/her duties without restriction.

The decision of the medical arbitrator shall be final and binding on the employee involved, the Union, and the District. The fees and expenses of the medical arbitrator shall be borne equally by the District and the Union.

Should the medical arbitrator rule in favor of the employee, the employee shall be returned to work without loss in seniority. The employee shall receive back pay from the date the employee was terminated from service with the District or placed on unpaid leave; provided the employee was available for the medical examination set forth in this procedure.

Should the arbitrator rule in favor of the District, the employee's termination will be considered final or the employee shall continue on leave until he/she is able to return to duty or his/her leave expires, whichever occurs first.

The power and authority of the medical arbitrator shall be strictly limited to determining whether the employee meets the District's medical standards and can perform all of his/her duties without restriction. The medical arbitrator shall not have the authority to add to or subtract from or modify the District's medical standards.

During the period of time required to complete the medical arbitration procedure, the employee shall continue to receive the Health and Welfare benefits provided for in Article 12; provided such is permitted by the insurance carriers.

## **ARTICLE 10 - PERSONNEL FILES**

### **10.1 Personnel Files**

An employee's personnel file shall contain job assignments, transcripts and other documents pertaining to education/ certification where appropriate, performance evaluations, and such additional communications and records as are related to an individual's employment status with the District.

The employee's personnel file shall be open to his/her inspection at reasonable times upon request.

Notice will be provided an employee when material is placed in or removed from his/her personnel file. The employee will be given an opportunity to attach comments to materials placed in his/her file.

Any adverse materials other than performance evaluations shall be kept a maximum of five (5) years. This adverse material includes any disciplinary documents and documents associated with a driver's abstract through the accident review system. In accordance with WAC 181-88, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

The employee may also request removal of disciplinary documents at the end of two (2) years if said documents are not identified for retention as stated above.

### **10.2 Public Records Requests**

Employer agrees to notify SEIU Local 925 when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information from disclosure. Employer will provide such notice as soon as possible upon receiving the request, but in no event less than fourteen (14) calendar days before the intended release date.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The actual date the employer intends to produce the records unless it is served with a signed court order preventing disclosure.

Personal information includes any of the following, but is not limited to: residential address, residential telephone numbers, personal wireless telephone numbers, GPS or similar location coordinates, personal electronic mail addresses, social security numbers, driver's license numbers, dates of birth, work phone number, work email, work location, seniority date, union membership status.

## **ARTICLE 11 - PERFORMANCE EVALUATION**

### 11.1 Procedure

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

Driver's annual evaluation shall occur between 1 February and the end of the school year. The employee may be accompanied to an evaluation conference by the Union Business Representative, and/or work site representatives.

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

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

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

### 11.2 Evaluation Appeal

An employee may appeal an evaluation which has a potentially adverse effect on his/her employment status through the following appeals process:

#### **STEP ONE**

Within fourteen (14) calendar days of receipt of an evaluation the employee, either directly or with the assistance of the Union, will commit such appeal to writing, sign it, and present it to the supervisor. The written statement should include (1) the nature of the

appeal, (2) the alleged discrepancies in the evaluation, and (3) the recommended corrections to the evaluation.

Within fourteen (14) calendar days after receipt of the written appeal, the supervisor shall communicate his/her written response to the employee.

### STEP TWO

If the employee is not satisfied with the resolution at STEP ONE, he/she may, within fourteen (14) calendar days after receipt of the written response, submit his/her appeal to the next level of supervision.

The administrator shall meet with the employee within fourteen (14) calendar days after receipt of the appeal. A written decision shall be rendered within thirty (30) calendar days of such meeting. Said decision shall be final and binding on the District and the employee.

## **ARTICLE 12 - HEALTH AND WELFARE**

### 12.1 Health Benefits

The District and the Union agree that the September 1, 2016 through August 31, 2019 (“2016 – 2019”) provisions of Article 12 shall remain in full force and effect until December 31, 2019.

Effective January 1, 2020, Employees will be eligible for benefits as determined by the School Employee Benefits Board (SEBB) and administered by the Health Care Authority (HCA). Employees are eligible for SEBB benefits if they are expected to work a minimum of 630 hours during a calendar year.

Employees who are not initially expected to work enough hours to be eligible, but who reach the hours threshold during the calendar year, shall become eligible for benefits upon reaching the hours threshold, and shall be presumed eligible for the following calendar year. This provision includes substitute bus drivers.

An employee who has exhausted all general leave benefits and is on a medical leave of absence shall continue to receive the District health/dental insurance contribution until the expiration of his/her current assignment. The District’s contribution will be the average monthly contribution received during the preceding months of the employee’s annual assignment.

12.2 Dental/Vision Insurance

Dental and Vision Insurance are provided by SEBB and administered through the HCA as delineated above in Article 12.1.

12.3 Life Insurance

Employees shall be provided life insurance as delineated by SEBB and administered by the HCA. SEBB has established group term life insurance of \$35,000 and Accidental Death and Dismemberment at \$5,000 for each eligible employee.

12.4 Retirement

All employees covered by this Agreement shall be members of the School Employees Retirement System as required by law.

12.5 Industrial Insurance

The District will provide industrial insurance in accordance with state law.

The cost of such insurance shall be borne by the District with the exception of that portion required by law of the employee.

12.6 Summer Medical Insurance for Drivers

For insurance coverage in the months of August, September, and October, the District will withhold the employee portion of premiums during the remainder of the year through payroll deduction.

[This provision does not apply to bus attendants because they are on a twelve (12) month pay calendar]

12.7 Section 125

Under the auspices of Section 125 of the Internal Revenue Code the District shall provide 1) a medical premium conversion program which allows an employee to elect to have any of his/her health insurance premium contributions paid before the application of income taxes under the Internal Revenue Code; 2) a Health Care Expense Account (HCEA) which allows an employee to use pre-tax dollars to pay for expenses not 100% covered or ineligible for payment through the group health care plans; and 3) a Dependent Care Reimbursement program which allows an employee to use pre-tax dollars to pay for allowable dependent care costs.

125 options (flex spending accounts) shall be provided by the HCA and are no longer offered directly from the District.

## ARTICLE 13 - COMPENSATION

### 13.1 Salary

13.1.1 All employees covered by this Agreement shall be paid according to the salary schedule as set forth in the Amendments to this contract.

13.1.2 Payroll warrants shall be issued to the employee on the last working day of each month:

13.1.2.1 December warrants will be issued prior to the end of the calendar year (December 31).

13.1.2.2 In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.

13.1.2.3 However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

13.1.3 Electronic Transfer of Pay Warrants

Within forty-five (45) days after receipt of authorization from an employee, the District shall electronically deposit the employee's monthly pay warrant directly in any bank which is capable of receiving electronically transferred payroll deposits through an automated clearing house.

### 13.2 Increments

All new employees will start at the paid training rate, then upon completion of training and receiving their School Bus Driver Authorization from OSPI, will move to the Probationary Pay Rate for 90 work days, then providing performance has been satisfactory during the probationary period, will move into the 0-5 years of service longevity step on the pay scale.

### 13.3 Premium Pay

Employees whose run includes two (2) or more students from a behavioral disability centered program and/or non-district behavioral disability centered program, will be paid an additional one dollar (\$1.00) per hour above his/her regular hourly rate of pay for that portion of the run.

A state certified driver trainer shall receive two dollars (\$2.00) per hour above his/her regular hourly rate of pay while functioning as a driver trainer.

#### 13.4 Meetings/Training

The pay rate for management-called meetings, defensive driver training, and any recertification training shall be at the regular rate of pay. Employees shall be paid for attendance at such meetings and training. Annually, in addition to the State-required in-service, the District shall provide at least twenty (20) hours of such. Of the twenty hours, ten (10) hours will be mandatory training and ten (10) hours will be optional training. A joint SEIU/BSD committee will be formed to select appropriate topics for training, solicit trainers for the chosen topics, and schedule the trainings. The District may provide the training during the variety of times, such as mid-days, before and after work, and on in-service days. One hour of mandatory training will be required in August, December and June to explain the bid process.

The District agrees it is beneficial to provide job related meetings/trainings on non-student days and will schedule at least one meeting/training class on a non-student day each school year when possible. Time spent in meetings and training shall not be considered as time worked for the purpose of computing overtime if all of the following conditions are met: 1) attendance occurs outside of the employee's regular working hours; 2) attendance is voluntary; 3) the course, lecture or meeting is not directly related to the employee's job; and 4) the employee does not perform any productive work during such attendance.

Meetings/training scheduled by management will be considered mandatory and all drivers will be required to attend unless excused by the director of transportation.

#### 13.5 Replacement of Personal Belongings

The District will carry insurance that will provide for the replacement purchase of any personal work-related belongings that are stolen or damaged while on-site at the work place.

#### 13.6 Staff Development

The District affirms its commitment to an ongoing system of staff development and training that will provide opportunities for the professional development of each employee. The goals of the system will be to meet institutional needs, enhance employees' professional development, and enhance employees' career advancement opportunities. The District will provide a pool of two thousand dollars (\$2,000) each year for training, tuition and book reimbursement to be used by transportation personnel for the purpose of professional development as a Bellevue School District employee. An employee may be reimbursed up to three hundred and fifty dollars (\$350) annually (September 1 through July 31) for any tuition, books, staff development or training that is pre-approved by his/her immediate supervisor. If, between July 31 and August 31 there are unused funds, employees may submit further qualified expenditures for



reimbursement until there are no longer funds left in the Pool. Any unused funds from this pool shall not be carried over to successor years. This provision will expire upon the conclusion of this agreement and shall only be placed in a successor contract by mutual agreement.

The District agrees to pay the full training and certification costs for current District Driver Trainers. Those drivers who are not currently assigned as District Driver Trainers may utilize the Staff Development Pool for training and certification costs.

13.7 Attendance Bonus

The District and Union share a mutual belief that the person best suited to perform the duties of their position is the regular employee. We value the commitment and contributions our employees make on behalf of our students. To that end, regular attendance is a critical aspect for employees to be able to perform their duties and support the educational mission of the District. The District and Union are interested in building and maintaining a culture of honesty and integrity regarding the responsible use of general leave. In order to accomplish this:

The District will provide financial incentives to employees for contributing to consistency and operational efficiency by their own individual attendance patterns.

Employees will make requests for pre-planned use of general leave as far in advance as possible.

13.7.1 Bonus Eligibility

The following attendance program will be implemented for all bargaining unit employees except substitute drivers. Eligibility for the attendance financial incentive is based on the number of work days absent as defined below:

a) Financial Incentive Per Semester:

<u>Days Absent</u>	<u>Incentive</u>
0-2 days	\$550
Less than 3 days	\$375
Less than 3.5 days	\$250
Less than 4 days	\$125

The parties agree to the attendance bonus being paid out at the end of each semester for the next regularly scheduled pay. The payment for the first semester bonus shall be made after review of the employee attendance records after January 25 of each year and as soon as practical. The payment for the second semester bonus shall be paid out on the August pay each year.

- b) In determining the number of absences for bonus eligibility, industrial injuries, bereavement leave, jury duty, military leave, administrative leave with pay and approved released time for union-sponsored meetings, trainings or activities will be excluded. Time missed due to negotiations and/or labor/management sessions will also be excluded.
- c) The amount of the maximum incentive bonus is based upon the number of school days the employee is available for work. Jury duty, bereavement leave, sick leave and paid administrative leave are not counted against the total workdays available. Days spent away from work due to industrial injury or military leave are not counted as days an employee is available for work. The maximum total attendance bonus available to an employee will be pro-rated based upon the total number of days the employee is available for work compared to the total work days in the semester. For example, if the employee is available to work for 65 days and the semester is 90 days, then the maximum attendance bonus available to the employee will  $\$397.22 (65/90) \times \$550$ .
- d) For drivers, one day of absence consists of the number of assignment pieces (base assignment). For example, if a driver's base assignment is made up of an a.m. and a p.m. run and the driver is absent for the a.m. portion of the assignment, the employee would have a half-day of absence recorded. If both portions were missed, the employee would have one day of absence recorded.

If, however, a driver's base assignment consists of three assignment pieces, an a.m., midday and p.m. run, and the driver is absent for only the a.m. midday or p.m. run portion of the assignment, the employee would have one-third absence recorded. If all three portions of such a base assignment were missed, the employee would have one day of absence recorded. For purposes of accounting absent occurrences, one occurrence is defined as being absent for one continuous day or one a.m., midday, or p.m. piece of the driver's regular base assignment. Occurrences are counted separately and are counted toward the number of whole days an employee is absent. For example, a driver who was absent for four middays would have been absent for one and one-third days ( $1 \frac{1}{3}$ ) or four (4) occurrences.

If an employee has an AM only or PM only for 50% of the year or more, the employee is eligible for 50% of the bonus.

If an employee moves into an AM/PM, AM/midday, or midday/PM for 50% of the year or more when available, the employee is eligible for the full bonus.

e) For bus attendants, absences shall be calculated based upon hours absent.

### 13.7.2 Bonus Eligibility Appeal

An employee may appeal the bonus eligibility if the employee has an absence as a result of:

- a) A problem that suddenly precipitated; and of a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b) The problem cannot be one of minor importance or mere convenience but must be serious.

Written application for consideration for appealing attendance bonus eligibility will be submitted to the Human Resources Department within thirty (30) days of the issuance of employee attendance bonuses. The decision regarding the appeal shall be transmitted to the employee within fifteen (15) days of the receipt of the appeal.

### 13.8 Longevity Stipend

A Longevity Stipend shall be paid annually to regular route drivers, substitute drivers and bus attendants. The stipend shall be paid to eligible employees completing the following years of service effective September 1 of each year:

- a. Years 1 – 3                      \$500
- b. Years 4 – 5                      \$1,000
- c. Years 6 – 10                      \$1,500
- d. Years 11 – 15                      \$2,000
- e. Years 16 – 19                      \$2,500
- f. Years 20+                      \$3,000

### 13.9 Paid Training and Hiring Bonus

In an effort to improve recruitment and retention of bus drivers, trainees will be paid a training rate for the time they are in training, not to exceed 5 hours per day for 17 days of behind the wheel training consisting of 3.5 hours during the mid-day and 2.5 hours riding along on a regular AM or PM route for 15 days and 2 five hour days of classroom training. They will also be paid for attending CPR/First Aid Training.

New drivers who successfully complete their training shall receive a \$1,000 hiring bonus to be paid in three installments, the first \$500 payment to be paid during the next pay period after completion of training. After 30 days of driving, the new driver will receive a second payment of \$250 to be paid during the next pay period.

After 90 days of driving, drivers who successfully complete their probationary period will receive a third and final payment of \$250 to be paid during the next pay period.

Any current driver who refers a new driver who successfully complete training shall receive a \$500 referral bonus to be paid in two installments, the first when the new driver completes training and the second after the new driver completes 90 days of driving and comes off probation.

#### 13.10 Professional Fees Reimbursement

Bargaining unit members may submit up to \$250 annually for reimbursement for professional fees based upon verification of the expense. Said reimbursement shall be paid after verification at the end of June of each contract year. The following are organizations whose membership qualifies for reimbursement:

Washington Association of Maintenance and Operations  
National Association of Educational Office Professionals  
Washington Association of Education Office Professionals  
Bellevue Association of Education Office Professionals  
Washington Association of Pupil Transportation  
School Nutrition Association  
Washington School Nutrition Association  
Service Employees International Union, Local 925

### **ARTICLE 14 - COMPUTING PAY**

#### 14.1 Pay Hours

Hourly pay for regular assignments shall be computed on the length of the assignment. Actual time on the clock which exceeds the regular assignment shall be authorized by a supervisor. Hourly pay for extra work shall be computed on actual time on the clock. Field trip clock in times will be forty-five (45) minutes before the scheduled depart time and clock out time will be up to forty-five (45) minutes from the school and completion of bus cleaning.

Employees shall receive all compensation owed for such services on the first possible pay warrant following the date that actual time records are submitted in accordance with established payroll cutoff dates.

14.2 Overnight Field Trips

Driver pay hours shall be actual daily driving time or eight (8) hours, whichever is greater, for each day of the trip plus applicable per diem.

14.3 Assignments (Highest Rate)

The rate of pay shall be determined by the assignment given at the time of call out, unless later assigned to a job with a higher rate of pay.

**ARTICLE 15 - ASSIGNMENT/SELECTION OF BUSES**

In the initial bid process each school year, drivers may, in order of seniority, select the bus of their choice from the buses designated for the route assignment they have chosen.

Buses will go with a driver if he/she moves to another route, only if the new route requires the same equipment. However, if a driver moves to a route designated for another type of bus, then the driver will select an available bus. The buses utilized for special needs students can go with the driver only if the buses have similar equipment. Bus “bumping” will not occur.

Buses may be assigned by management based on the equipment needs of the route, including wheel chair stations or stop paddle cameras.

**ARTICLE 16 – SAFETY AND ACCIDENT REVIEW COMMITTEE**

The Accident Review Committee shall include three (3) Union members, who shall be selected by the Union. The Committee shall function in accordance with the rules and regulations established by the National Safety Council.

This committee will meet on an as needed basis to make accident determinations based on the facts of the accident. It will make the determination as to how many accident points are assessed to a preventable accident. The committee does not have the authority to implement discipline.

The committee will also meet at least quarterly to discuss and make recommendations to resolve Transportation safety issues or concerns.

## **ARTICLE 17 - UNSAFE VEHICLES**

No driver shall be required to drive any vehicle which is not in a safe operating condition. In the event the driver should discover a vehicle to be defective, he/she must immediately notify the Fleet Maintenance Supervisor in writing.

After consultation with the driver and servicing mechanic, the Transportation Supervisor or his designee shall have the final authority to determine whether a vehicle may be safely operated. This determination shall be placed in writing and a copy given to the driver. The statement given the driver should state that the driver is absolved of any liability in the event an accident occurs due to the alleged defect.

Upon request, a driver shall be advised in writing of any action taken on the requested repairs of his/her vehicle by the Fleet Maintenance Shop.

Drivers shall be advised prior to their run when their bus is out of service.

## **ARTICLE 18 - SPECIAL PERMITS**

All employees are required to possess a valid State of Washington Driver's License and any other endorsements as required by law. All bus drivers are required to possess a valid State of Washington School Bus Driver's authorization. All employees who are state-authorized to transport students are required to possess a current first-aid card and CPR certification.

The costs of all Commercial Driver's License endorsements will be paid by the District. In addition, the District will pay for the skills test for new drivers.

The District and the Union agree that the District has an obligation to implement the rules and regulations of the Federal Omnibus Transportation Employee Testing Act of 1991 mandating alcohol and controlled substances testing for employees required to hold a commercial driver's license. District Procedure 5865.1 (dated 30 March 1995) will govern this obligation. The District will provide the Union with notice of any proposed changes in this procedure and the opportunity to negotiate regarding those changes to the extent required by RCW 41.56. If the statutory requirement to test employees is removed or modified, the parties shall meet at the earliest possible time with the intention of negotiating the affected portions of the procedure.

## **ARTICLE 19 - LIABILITY INSURANCE**

The District shall provide insurance coverage protecting an employee against any claim for injury to person(s) or damage to any property, other than school property, arising out of his/her employment.

Protection shall be provided to any employee in the event that a claim is made for such things as driving the District's vehicles, detention, malicious prosecution, libel, slander, and other so-called personal rights. Such coverage shall be applicable up to a total limit of five million dollars (\$5,000,000) for any one occurrence; provided, however, an exception to this would be while the employee is using the employee's own automobile or some other automobile not owned by the District in connection with his/her employment. In this case, coverage thus extended would provide employees covered under this Agreement with the same protection as provided for the District as a whole, its superintendent, administrators, and the Board of Directors.

#### **ARTICLE 20 - SUBCONTRACTING**

The District and Union share the belief that we can best serve the needs of our students when we have highly trained, effective and supportive employees. This belief is strengthened by the collaborative relationship between the Union, its members and the District. Therefore, the District and Union agree that for the duration of this contract the District will not engage in any consideration of subcontracting the transportation system.

The District reserves the right, however, to contract individual trips and will not violate any provisions regarding route assignments and bidding outlined in Article V.

#### **ARTICLE 21 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any matter deemed a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Union unqualifiedly and specifically waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of the parties at the time of execution hereof. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

## **ARTICLE 22 - CONDITIONS OF THE AGREEMENT**

### 22.1 Severability

In the event that any provision of the Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### 22.2 Duration

This 2019-22 agreement shall be in full force and effect from 1 September 2019 through 31 August 2022. This beginning effective date applies to all provisions of this agreement except where the express terms as a specific provision of this Agreement provide otherwise.

### 22.3 Modification

This agreement may be modified only with the written consent of both parties.

### 22.4 Reopener

Salary for 2019-2020 is increased 12 % (Includes market, equity and benefit adjustments). Base salaries shall increase the equivalent of the Implicit Price Deflator (IPD) for 2020-2021 and 2021-2022.



The parties hereto have executed this agreement this 18th day of October 2019.

SIGNATORIES:

BELLEVUE SCHOOL DISTRICT #405

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL #925, (Transportation)

Melissa deVita

Michael Laslett

Jeff Thomas

Aaron Horton

Mark Hazen

Rick Gnehm

Don Dixon

Cheryl Harte

Terry Thede

James Kirk

Jennifer Vsetecka

Nick Hardman

Dale Williams

## APPENDIX A

### **Memorandum of Understanding Regarding Substitute Bus Drivers**

As a result of long-standing language within the collective bargaining agreement that addresses the status of substitute bus drivers that is unclear, vague or in conflict, the parties agree to a clear unit determination of substitute drivers by mutual agreement between the Union and the Employer. Should this unit determination impact the expressed conditions in the collective bargaining agreement, the parties may modify the collective bargaining agreement through a memorandum of understanding.

This work shall be completed no later than June 30, 2020.

## APPENDIX B

### BELLEVUE SCHOOL DISTRICT #405 TRANSPORTATION PERSONNEL SALARY SCHEDULE

Effective 9/01/19 - 8/31/20

12% Increase (Includes Market, Equity and Benefit Adjustments)

#### BUS DRIVER - TRAINING AND PROBATIONARY PERIOD

Training Rate	\$20.00 (No Vacation Accrual)
Hourly Rate	\$27.15 (No Vacation Accrual)

#### BUS DRIVER - AFTER PROBATIONARY PERIOD

<u>Years*</u>	<u>Base</u>	<u>Base Supplemental<sup>^</sup></u>	<u>Vacation</u>	<u>Days</u>	<u>Total</u>
0-5	\$26.67	\$0.47	\$2.11	14	\$29.25
6-10	\$26.67	\$0.47	\$2.71	18	\$29.85
11-15	\$26.84	\$0.47	\$3.34	22	\$30.65
16+	\$26.84	\$0.47	\$3.94	26	\$31.25

\*An employee must have completed five years (sixty [60] months), ten years (one hundred twenty [120] months), and fifteen years (one hundred eighty [180] months) respectively of continuous service before advancing to the next level.

<sup>^</sup>Base Supplemental contains \$0.05 added for July 4; \$0.10 for Personal Day; \$0.12 for Training; and \$0.20 for Safe Driving.

#### SUBSTITUTE BUS DRIVER

<u>Years</u>	<u>Base</u>	<u>Years of Service<sup>~</sup></u>	<u>Total</u>
Probationary	\$26.67		\$26.67
0 - 5 Years	\$26.67	\$2.43	\$29.10
6 - 10 Years	\$26.67	\$3.03	\$29.70
11 - 15 Years	\$26.84	\$3.66	\$30.50
16+ Years	\$26.84	\$4.26	\$31.10

<sup>~</sup> includes vacation, training and safe driving premiums.

#### BUS ATTENDANT

<u>Years*</u>	<u>Base</u>	<u>Base Supplemental<sup>^</sup></u>	<u>Vacation</u>	<u>Days</u>	<u>Total</u>
0-5	\$21.26	\$0.27	\$1.67	14	\$23.20
6-10	\$22.00	\$0.27	\$2.23	18	\$24.50
11-15	\$22.50	\$0.27	\$2.78	22	\$25.55
16+	\$22.93	\$0.27	\$3.35	26	\$26.55

\*An employee must have completed five years (sixty [60] months), ten years (one hundred twenty [120] months), and fifteen years (one hundred eighty [180] months) respectively of continuous service before advancing to the next level.

<sup>^</sup>Base Supplemental contains \$0.05 added for July 4; \$0.10 for Personal Day; \$0.12 for Training.

APPENDIX C

Bus Driver and Bus Attendant Leaves				
Leave type	To be used:	Form:	Is there a Balance in Smartfind?	Comes out of general leave?
<b>Sick leave</b>	<ul style="list-style-type: none"> <li>Continous or intermittent, short or long term absence resulting from an employee's mental or physical illness, injury, or health condition</li> <li>To accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition</li> <li>To accommodate and employee's need for preventative medical care</li> <li>To allow the employee to provide for a family member with a mental or physical illness, injury, or health condition</li> <li>For the care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition</li> <li>To care for a family member who needs preventative medical care</li> <li>For any absence that qualifies for leave under the domestic violence leave act</li> <li>While on a Worker's Compensation claim, in addition to the wage loss received thru our third party administrator: Sedgewick.</li> </ul>	Not required but documentation may be requested	NO, balance is in Employee online	You accrue based on hours worked
<b>Personal Leave</b>	<ul style="list-style-type: none"> <li>You may take up to 3 days (equal to the number of hours per day employed)</li> <li>Personal leave may be granted in increments of an AM run, a mid-day run, or a PM run, up to a maximum of an employee's regular work day</li> <li>Cannot be taken during the blackout dates*</li> <li>Personal leave is not intended to be used to extend a vacation, it may be used retroactive in the event an employee has emergency personal circumstances occurring unexpectedly.</li> <li>A maximum of 4 personnel leave request is allowed per day</li> </ul>	Requests must be submitted to employee's supervisor no later than ten(10) business days prior to date of leave.	NO	YES
<b>Ceremony leave</b>	One day for ceremonies such as marriages or graduations, work day or requiring a work day travel. Please submit the form in advance if you have any questions.	Required + attachment and/or details needed	YES	YES
<b>Bereavement leave</b>	<ul style="list-style-type: none"> <li>Up to 5 days available can be taken in the case of the death of a family member within 30 days from the date of death</li> <li>One day may be taken for the death of a non-family member, with a limit of 3 days per year</li> </ul>	Required + may require documentation	NO	NO
<b>Religious Leave</b>	Employees may take up to 3 days of leave total/year for matters directly related to a religious holiday, an official ceremony or other religious observance per contract.	Required	YES	YES
<b>Military Leave</b>	The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations up to fifteen (15) calendar days in one (1) year	Required + attachment	NO	NO
<b>Civic Responsibility</b>	A copy of the summons is needed	Required + attachment	NO	NO
<b>Leave without pay</b>	<ul style="list-style-type: none"> <li>Applications for leave without pay will be made as far in advance to the employee's supervisor who will make a recommendation to human resources</li> <li>Granting leave without pay is not guaranteed, approval of requests for leave without pay will be limited by the known or projected ability to provide substitute coverage, no requests for leave without pay will be approved in advance of five working days for the month of September or the last two weeks of a school year</li> </ul>	Required + attachment and/or details needed	NO	N/A
	<b>*Blackout dates: the first and last 5 days of the school year, the day before or after a holiday or non student day, more than 3 unexcused absences (no call, no show) have occurred during the bonus period.</b>			