# Agreement

# By and Between

# **Edmonds School District No. 15**

## And

# Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763





**August 15, 2021 – August 14, 2025** 

## AGREEMENT

#### by and between

## EDMONDS SCHOOL DISTRICT NO. 15

#### and

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

## **TABLE OF CONTENTS**

SUBJECT	<u>PAGE</u>
UNION RECOGNITION	1
DEFINITIONS	1
UNION MEMBERSHIP	2
UNION RIGHTS	2
RIGHTS OF THE EMPLOYER	3
HOURS OF WORK	3
OVERTIME	5
PROBATION PERIOD, SENIORITY AND LAYOFF/RECALL	5
WAGES	
REGULAR SCHOOL BUS RUN ASSIGNMENTS	22
EXTRA BOARD ASSIGNMENTS	26
OF UNDERSTANDING-DRUG AND ALCOHOL TESTING	30
EMPLOYEE ASSISTANCE PROGRAM	32
OF UNDERSTANDING- PERFORMANCE INCENTIVE PROGRAM	33
OF UNDERSTANDING-VIDEO CAMERAS	35
OF UNDERSTANDING-JUNETEENTH HOLIDAY	37
	UNION RECOGNITION  DEFINITIONS  UNION MEMBERSHIP  UNION RIGHTS  RIGHTS OF THE EMPLOYER  HOURS OF WORK  OVERTIME  PROBATION PERIOD, SENIORITY AND LAYOFF/RECALL  WAGES  HOLIDAYS  LONGEVITY PAY  LEAVES  INSURANCE AND RETIREMENT  MISCELLANEOUS  DISCIPLINE AND DISCHARGE  GRIEVANCE PROCEDURE  NO STRIKE OR LOCKOUT  SAVINGS CLAUSE  DURATION CLAUSE  WAGES  REGULAR SCHOOL BUS RUN ASSIGNMENTS  EXTRA BOARD ASSIGNMENTS  OF UNDERSTANDING-DRUG AND ALCOHOL TESTING  EMPLOYEE ASSISTANCE PROGRAM  OF UNDERSTANDING-PERFORMANCE INCENTIVE PROGRAM  OF UNDERSTANDING-VIDEO CAMERAS

#### AGREEMENT

## by and between

#### EDMONDS SCHOOL DISTRICT NO. 15

and

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS AGREEMENT is by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

#### ARTICLE I UNION RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit as is defined herein.
- The bargaining unit covered by this Agreement is recognized as being comprised of all persons engaged in driving, washing or cleaning of buses operated by the Employer. Specifically excluded from inclusion in the bargaining unit is that work which implies a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

#### ARTICLE II DEFINITIONS

- 2.1 The term "employee(s)" shall be defined as a person(s) covered by this Agreement.
- The term "day(s)" shall be defined as a scheduled workday(s) unless otherwise specified.
- 2.3 The term "Regular Driver" shall be defined as a person who drives a regularly scheduled A.M. (morning) and P.M. (afternoon) run.
- The term "Relief Driver" shall be defined as a person who is subject to call and must be available to drive a full shift when a Regular Driver is not available.
- 2.5 The term "Calendar Driver" shall be defined as a person who submits a calendar of availability of the days they will be available for work. Calendar drivers are subject to call for runs or field trips only on the days they are available.
- 2.6 The term "calendar week" shall be defined as a week beginning at 12:01 A.M. Monday and ending at 12:00 A.M. (midnight) Sunday.
- 2.7 The term "bid day" shall be defined as the day preceding the school year when Regular Drivers bid their runs for the ensuing school year.

- 2.8 The term "orientation day" shall be defined as the paid work day preceding the school year when employees are provided orientation and inservice for the ensuing school year.
- Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 2.10 The term "sit time" shall be defined as non-driving paid for time at Transportation or other locations as approved by Transportation.
- 2.11 The term "layoff" shall be defined as a temporary separation of employment which may become permanent pursuant to Section 8.2.3.
- 2.12 The term "recall" shall be defined as a bargaining unit member being recalled to their position pursuant to Section 8.3.

#### ARTICLE III UNION MEMBERSHIP

- The Employer shall provide the Union the name, address and hire date of all new hires within fifteen (15) days of their employment, and in addition, the Employer shall notify the Union of all terminations. The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.
- 3.2 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).
- The Employer shall deduct from the pay of all employees who have applied for membership in the Union and/or are members of the Union, the dues, initiation fees and/or assessments of the Union and agrees to remit to said Union all such deductions monthly, except that all deductions for the above items must be uniform and regular. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

#### ARTICLE IV UNION RIGHTS

- 4.1 <u>Shop Stewards</u> The Employer recognizes the right of the Union to designate Shop Stewards from within the bargaining unit. The authority of Shop Stewards shall be strictly limited to and shall not in any event exceed the following, provided that the duties and activities of the Shop Steward(s) shall not in any way hamper or obstruct any employee's normal work:
- 4.1.1 The investigation of grievances in accordance with the provisions of this Agreement.
- 4.1.2 The collection of dues.

- 4.1.3 The transmission of messages and information, provided such messages and/or information has been reduced to writing, or if not reduced to writing of a routine nature, and provided further that such messages do not in any way relate to work stoppages, slow downs, refusal to handle goods or perform services or in any other way interfere with the Employer's business.
- 4.2 <u>Union Investigation</u> A Union representative shall be permitted access to the work site during normal working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that this Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.
- 4.3 <u>Bulletin Boards</u> Signed proper notices of interest to members of the bargaining unit may be posted on a designated bulletin board in the drivers' lounge.
- 4.4 No member of the Union shall be discharged or discriminated against for upholding those rights and activities protected by the Public Employees Collective Bargaining Act as amended or for doing committee work in the interest of the Union provided such activities or work do not interfere with the performance of his duties.

#### ARTICLE V RIGHTS OF THE EMPLOYER

The management of the District and the direction of the work force is vested exclusively in the Board and/or administrative representatives of the Board, subject to the terms of this Agreement. All matters not treated by the language of this Agreement may be administered for its duration by the Board, and/or administrative representatives of the Board.

#### ARTICLE VI HOURS OF WORK

- 6.1 Employees shall be paid for all hours worked. Hours worked shall be defined as the time employees are required by the Employer to be on duty, or on the Employer's premises, or in other prescribed places. Employees who fail to report to work by their scheduled starting time may be subject to forfeiture of that day's pay, subject to the decision of the administrator in charge.
- When reporting time worked, hours shall be rounded up to the nearest tenth (.10) of an hour. An example of this rounding process is:
  - six (6) hours and eight (8) minutes = six point two (6.2) hours
- The normal workweek for Regular Drivers shall consist of five (5) consecutive days, Monday through Friday.
- A.M. and P.M. runs shall be constructed so as to provide forty-five (45) minutes per day for pre-trip inspection, post-trip inspection, cleaning, washing, fueling, hanging up keys, and other driver-related activities. The minimum amount of paid time for an A.M. and P.M. run shall be five (5) hours.
- 6.3.1 Time spent cleaning, washing, and fueling shall be managed by the Route Driver. Provided however, the Employer retains the right to assign these duties during periods of sit time and for the purpose of avoiding additional compensation pursuant to Article 6.5.1.

6.4 Each employee shall be responsible for pre-trip inspection, cleaning, washing, fueling his assigned bus, and sit time pursuant to Articles 2.10, 6.12 and 6.12.1 regardless of the duration of the assignment. 6.5 For Midday, Extended Day, or Extra Board runs, the following shall apply: 6.5.1 If such a run follows an employee's regular A.M. run and precedes their P.M. run by less than one (1) hour, the employee shall be paid straight through. 6.5.2 If such a run either follows an employee's regular A.M. run or precedes their P.M. run by less than one (1) hour, the employee shall be paid for actual time worked from the end of their A.M. run or until the beginning of their P.M. run, whichever applies. 6.5.3 If such a run follows an employee's regular A.M. run and precedes their P.M. run by one (1) hour or more, the employee shall be paid for a minimum of two (2) hours, or the actual time of such run, whichever is greater. 6.6 A Relief/Calendar Driver when called to work shall receive the same hours guarantee as Regular Drivers with a minimum report for work guarantee of two (2) hours pay, or pay for the actual number of hours worked, whichever is greater. 6.7 The Employer shall organize alphabetically in a three (3) ring binder time sheets of all employees on a monthly basis. The three (3) ring binder shall be available to any employee upon request. 6.8 Employees required by the State or the Employer to appear at hearings or prep for such hearings relating to District Business shall be paid their regular rate of pay for travel, time involved, and shall be reimbursed for parking fees with a receipt. If a driver is displaced from their normal workday to prep and/or appear for a hearing they shall be paid for no less than their daily route(s) assignment(s). 6.9 Employees required by the Employer to prepare Special Education runs prior to the beginning of a school year shall be allowed up to sixteen (16) compensated hours for such route preparation; any additional hours required for such route preparation must have the prior approval of the immediate supervisor. 6.10 Employees are required by the Employer to check their route book and drive their run prior to the beginning of a school year. Drivers shall be compensated a minimum of two (2) hours for this activity. 6.11 Therapy routes and Life Skills routes which include VOICE shuttles shall be posted and compensated for as eight (8) hour routes. In the event there are periods of time during the school year with less than eight (8) hours, drivers will be required to sit that time or perform other work as directed by Transportation in order to receive eight (8) hours of compensation. In the event a regular route happens to transport a Life Skills student, such transportation doesn't constitute an eight (8)

hour guarantee route.

- 6.12 <u>Sit Time</u>: In the event a route is shortened to less than the amount originally bid, the driver will not have his time reduced, but will be required to sit that time in order to be compensated for up to the original bid time.
- 6.12.1 Sit time shall be sat during the period of canceled work on a daily basis. In the event of operational necessity work may be assigned, provided it is scheduled by seniority and completed by the normal clock-out time of the affected driver unless the driver agrees to an extended assignment.
- 6.13 Employees on duty for any four (4) hour continuous period of duty time shall be given a fifteen (15) minute uninterrupted, paid break within the limits allowable for the required run. Lunch breaks shall be scheduled by the District in accordance with the run selected by the employee and pursuant to State Law.
- 6.13.1 Changes to scheduled lunch breaks will not be denied to accommodate the selection of additional work pursuant to the terms and conditions of this Agreement.

#### ARTICLE VII OVERTIME

- 7.1 "Overtime" shall be paid for all hours worked in excess of eight (8) hours per day. "Overtime" shall be paid for all hours worked in excess of forty (40) hours per week. There shall not be any pyramiding or compounding of overtime.
- 7.2 All authorized overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
- 7.3 Should it become necessary for a Regular Driver to work overtime, his regularly scheduled working time shall not be reduced in order to avoid the overtime.
- The Union recognizes that the Employer shall make every reasonable effort to assign Extra Board Trips in order to minimize overtime. In the event overtime work is necessary, the Trip will be assigned first to employees that have straight time hours to give and will result in the least amount of overtime according to seniority. If all employees who sign would be in overtime status for the entire Trip, then the Trip shall be offered according to seniority.

#### ARTICLE VIII PROBATION PERIOD, SENIORITY AND LAYOFF/RECALL

- 8.1 <u>Probation Period</u> New employees shall be on probation for ninety (90) days which begins when the employee is offered and begins work in a position as a calendar, relief, or regular driver. During this probation period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge during the probation period shall not be subject to ARTICLE XVI, Grievance Procedure.
- 8.2 <u>Seniority</u> The Employer shall recognize seniority rights from the employee's first day of compensated work within the bargaining unit driving a route with students on board (seniority date). Should two (2) or more employees begin driving a route with students on board on the same day seniority shall be determined by the most recent date of submitted application in the Transportation Department. If date of submitted application is the same between drivers, seniority shall be determined by lot.

- 8.2.1 Seniority shall prevail in the filling of vacancies, determining regular route assignments and eligibility for other trips or work assignments under the terms of this Agreement.
- 8.2.2 Time lost due to strikes, lockouts or approved leave shall not be construed as a break in seniority.
- 8.2.3 An employee's seniority and re-employment rights shall be lost so that no prior period of employment shall be counted and his seniority shall cease upon:
  - Discharge
  - Resignation, Voluntary quit
  - Retirement
  - Failure to return to work in answer to a recall from layoff within seventy-two (72) hours
  - Layoff more than twenty-four (24) months, which will not include periods of time under a "state of emergency" as declared by a government agency affecting the normal work of the bargaining unit
- 8.3 <u>Layoff/Recall</u> In the event of layoff and/or recall, seniority shall prevail, provided a Regular Driver who would be retained is physically qualified to drive equipment which shall be operated. The Regular Driver with the least amount of seniority shall be laid off first. A Regular Driver who has been laid off shall be recalled prior to any new hire, in reverse order of layoff; provided however, in the event a Regular Driver is physically unqualified to operate the size bus assigned to that run, such Regular Driver may be bypassed for recall but shall maintain his seniority for recall to an assignment for which he is physically qualified.
- 8.3.1 A Regular Driver who is laid off shall have the option of going on the Relief Drivers' list, or terminating his employment.
- 8.3.2 A Regular Driver who becomes a Relief Driver due to a layoff shall retain earned sick leave when re-employed as a Regular Driver.

#### ARTICLE IX WAGES

- 9.1 Wages for employees subject to this Agreement shall be as set forth within Appendix "A", which by this reference is incorporated herein as if set forth in full.
- 9.1.1 Effective August 15, should the Legislature authorize a percentage increase for K-12 employees for any school year during the contract term, the wages contained in Appendix A, shall be increased by that percentage.
- 9.1.2 During the second (2nd) week of April in each year of the contract term, the District will ascertain the average of the annual value of the wages, vacations, holidays, personal leave and sick leave based on an eight (8) hour per day employee with fifteen (15) years longevity using the following nine (9) School Districts: Bellevue, Federal Way, Issaquah, Kent, Lake Washington, Mukilteo, Northshore, Renton and Shoreline. If wages are below the average wage, then the wages contained in Appendix A shall be adjusted the following August 15, of each year.

- 9.1.3 Should the application of Sections 9.1.1 and/or 9.1.2 result in an increase to the wages contained in Appendix A, the Employer shall draft an addendum to Appendix A for signature by the parties to this Agreement.
- 9.1.4 Upon completion of the classroom and first aid training, an individual may be employed as a bus driver trainee for the period of time that is required for behind-the-wheel instruction and on-the-bus training. Bus driver trainees will be compensated at the minimum wage rate of pay. Following the training, the trainee may be offered a position as a calendar, relief, or regular driver. Bus driver trainees are not covered by any of the terms and agreements of the Collective Bargaining Agreement between the Edmonds School District and the Public, Professional and Office-Clerical Employees and Drivers Local Union No. 763, until such time that they are hired as a school bus driver.
- All employees shall be enrolled in the District's Direct Deposit Program with the employee's financial institution. The District will provide employees with initial Employee Access training and provide ongoing technology support to assist employees with Employee Access questions. The District will provide confidential internet access in the drivers' room to log into and monitor their Employee Access records while at work.
- 9.3 To the extent possible and absent unforeseen circumstances, the Employer shall provide for ten (10) payroll periods of an approximately equal length for payment of wages during each school year, beginning with the month of September each year.

#### ARTICLE X HOLIDAYS

10.1 Regular Drivers shall receive the following holidays with pay pursuant to Section 10.3:

Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

New Year's Eve Day New Year's Day Martin Luther King, Jr.'s Day President's Day Memorial Day

- Holidays set forth in Section 10.1 shall be honored on those dates designated by the Superintendent or designee.
- 10.3 Regular Drivers shall be paid for all such holidays at their regular rate of pay. Payment for each holiday shall be based on the regular number of daily working hours; provided that the Regular Driver shall have reported and worked as scheduled on the employee's regularly scheduled workday immediately preceding and immediately following the holiday, except when on compensated leave.
- 10.4 If any work is performed by a Regular Driver on the holidays listed in Section 10.1, additional compensation at one and one-half (1-1/2) times his regular hourly rate shall be paid.

10.5 Regular drivers with a summer school route shall be paid for the 4<sup>th</sup> of July holiday, provided that they worked, as scheduled, their work day immediately preceding and immediately following the holiday, except when on compensated leave.

#### ARTICLE XI LONGEVITY PAY

- 11.1 Longevity pay shall be granted to each Regular Driver as defined in this Article. Longevity is determined as of June 30<sup>th</sup> each year for application to the entry/base hourly rate of pay in Appendix A the following August 15<sup>th</sup> of each contract year.
- The following constitutes the fixed calculation of longevity included in the hourly rates identified in A.1.1 which have been added to the entry/base hourly rate identified in A.1.

Years 2 through 5	\$.97
Years 6 through 10	
Years 11 through 15	
Years 16 through 20	
Years 21 through 25	
Years 26 through 30	\$4.53
Years 31 and beyond	

11.3 Effective August 15, 2023, the following constitutes the fixed calculation of longevity included in the hourly rates identified in A.1.1 which will be added to the entry/base hourly rate identified in A.1.

Years 2 through 5	\$1.00
Years 6 through 10	
Years 11 through 15	
Years 16 through 20	\$2.98
Years 21 through 25	
Years 26 through 30	\$4.68
Years 31 and beyond	

11.4 Relief/Calendar Drivers shall not be eligible for longevity pay. If a Relief/Calendar Driver becomes employed as a Regular Driver, their seniority date shall establish the years of service for longevity pay purposes; provided however, in order to receive credit for the initial year of service, an employee must have been hired and commenced work on or before January 25<sup>th</sup> of that school year.

#### ARTICLE XII LEAVES

- 12.1 Only Regular Drivers are entitled to paid leave under Article XII.
- 12.1.1 Relief and Calendar Drivers are entitled to paid leave as established by the Washington State Legislature pursuant to RCW 49.46.210. Washington State Paid Family Leave shall be available to all eligible employees as established by the Washington State Legislature pursuant to RCW 50A.04.

- Sick Leave Sick Leave is leave which a Regular Driver accrues to be used in the event of emergencies or disabilities resulting from an illness, or injury, and recovery therefrom and to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision. In all cases, accrued sick leave shall be compensated leave and shall be paid only for the period of actual disability. Sick leave may be used for doctor or dental appointments of the employee and for the employee to attend said appointments with their child under the age of eighteen (18) when such appointments cannot be scheduled during non-work time.
- 12.2.1 Regular Drivers shall accrue sick leave at the rate of one (1) day of sick leave for each month worked to a maximum of one hundred eighty (180) days. All accumulation or deduction of sick leave shall be on a pro rata basis of the employee's scheduled workday as it relates to a full workday. Sick leave shall not accrue or be paid during any period of unapproved absence.
- 12.2.2 For any absence resulting from illness or injury, the Employer may require a physician's written statement as proof of disability or that the employee is capable of performing the normally assigned tasks. The Employer may require an examination of its employee by a physician selected by the Employer at no cost to the employee. Failure of Employees to inform the Transportation Office of their intention to return to work by 5:00 a.m. on the same day of return to work following an absence of ten (10) days or less shall result in the loss of that day's work and the loss of that day's pay. Abusers of the sick leave program shall be notified of their abuse of sick leave and further abuse shall result in just cause discipline up to and including dismissal.
- 12.2.3 <u>Emergency Leave</u> A leave may be granted to a Regular Driver for not more than two (2) days per year for emergencies. These days shall be with pay and are noncumulative and shall be deducted from accrued sick leave.
  - a. Criteria for emergency leave shall be:
    - Problem cannot be minor in nature or for mere convenience:
    - Problem must have been suddenly precipitated so that preplanning was not possible;
    - Critical family illness or critical injury to a member of the employee's immediate family other than children under the age of eighteen (18) with a health condition which requires treatment or supervision. Immediate family consists of spouse/domestic partner, parents, children, grandparents, and siblings of the employee or spouse/domestic partner.
    - Weather conditions shall not be considered to constitute an emergency, provided school is in session.

- b. The following rule shall apply to emergency leave requests:
  - A Regular Driver must make written application for the leave the first day upon returning to the job.
- Attendance Incentive Program Annual Conversion Provided that RCW 28A.400.210 is valid and in effect, any employee who at the end of the calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned in the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, regular daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Employer payroll officer during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.

The goal of this program is to reduce absenteeism. Accordingly, continuation of this provision shall be subject to evidence that the program is cost effective.

Attendance Incentive Program - Conversion Upon Retirement or Death - Provided that RCW 28A.400.210 is valid and in effect, any employee who separates from employment due to retirement or death during or at the conclusion of a school year may elect (personally or by his personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of one (1) day's current compensation of the employee for each four (4) full days of accrued sick leave. No more than one hundred eighty (180) accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable regulations.

The goal of this program is to reduce absenteeism. Accordingly, continuation of this provision shall be subject to evidence that the program is cost effective.

Pursuant to RCW 28A.310.490 and RCW 28A.400.210 the Employer will offer retiring employees the option of post retirement medical benefits in lieu of remuneration for unused sick leave.

12.3 <u>Bereavement Leave</u> - Regular Drivers are eligible for five (5) days of bereavement leave, noncumulative with pay, for each death in the immediate family.

Immediate family shall include spouse/domestic partner, parents, grandparents, children and siblings of the employee or spouse/domestic partner.

One (1) day of leave with pay shall be allowed an employee for death of other relatives.

Up to an additional one (1) day with pay will be allowed for travel when needed when such necessary travel is outside the State of Washington.

Time allowed beyond that specified for bereavement purposes shall be at full salary deduction.

- 12.4 <u>Military Training/Duty Leave</u> Up to twenty-one (21) annual days of military training/duty leave will be granted when an employee who is a member of the National Guard or any Reserve Branch of the Armed Forces of the United States is ordered to active duty. This military leave will be granted without loss of pay or other benefit. Military leave will not be granted when the employee has choices of time for training/duty and one of the times is not in conflict with his/her normal workdays.
  - 1. Employees must be granted a military leave of absence without pay for service in the uniformed services of the United States or the State, and to reinstatement as provided in chapter 73.16 RCW, and WAC 367-31-370.
  - 2. No adjustments are made to the seniority date, anniversary date, unbroken service date, vacation leave accrual rate, or periodic increment date while an employee is on paid military leave or a military leave of absence without pay or any combination thereof.
  - 3. An employee whose spouse is being called into active duty will receive up to fifteen (15) days of unpaid leave in accordance with the Washington State Family Military Leave Act.
- 12.5 <u>Domestic Violence Victims: Employment Leave</u> Employees will be granted domestic violence-victims employment leave in accordance with the Domestic Violence-Victims Employment Act that became a new chapter in title 49 RCW effective April 1, 2008.
- 12.6 <u>Jury Duty Leave</u> Employees are eligible for leaves of absence for jury duty. Jury Duty Leave for Regular Drivers shall be with pay for jury duty performed on scheduled workdays with the jury duty fee returned to the Employer. Only those days served, as verified by the court, shall be considered for compensation. A Regular Driver, upon receipt of jury duty summons, shall inform his immediate supervisor concerning the jury duty dates.
- 12.7 <u>Job Related Injury</u> All employees must report any job-related injury immediately to the Employer. When an employee is eligible for time loss benefits, the employee may use his/her accrued sick leave to supplement the time loss benefits so that both payments combined will equal the employee's regular salary. Any overpayment to the employee shall be repaid to the District by the employee.
- 12.7.1 No employee shall return from a job-related injury to an assigned position or assume another position without proper release from the appropriate medical authorities.
- 12.7.2 If an employee becomes permanently disabled, that employee is no longer eligible for employment as a bus driver. An employee who is permanently disabled or unable to perform the duties under his assignment shall be terminated as an employee as soon as the employee's physician confirms such employee is permanently disabled. Such employee shall continue on sick leave as temporary employees until the sick leave expires, at which time termination becomes effective. A permanent replacement for a permanently disabled employee may be employed when the disabled employee leaves employment status.

- 12.7.3 <u>Light Duty Bargaining Unit Work</u> An employee who is approved by his physician to return to work to perform light duties may be assigned a reduced driving schedule of no less than five (5) hours during the employee's assignment to a light duty schedule. Such light duty driving schedule shall be determined by the Employer based on the duties the employee is approved to perform by his physician and based on available permitted equipment.
- Light Duty Non-Bargaining Unit Work Bargaining unit employees who become disabled and who are physically unable to perform the duties of their regular job may be offered temporary, non-bargaining unit, light duty work during their rehabilitation period. Such work shall be equally available to all similarly situated employees, although it is recognized that such employment may not be available for every disabled employee.

The purpose of this light-duty work provision is to offer persons who are currently unable to perform their normal work (i.e., job duties which are recognized as being bargaining-unit work) the opportunity to remain in active employment with the Employer during a period of partial disability.

An employee who is approved by his physician to return to work to perform light duties may be assigned a non-driving light duty assignment of no less than five (5) hours unless less than five (5) hours are included as a return to work limitation. The wage for such an assignment shall be determined by the District based on the duties the regular employee is approved to perform by his physician.

It is understood that such individuals remain members of the bargaining unit from which they originated, because of the connection between specially created light-duty activities and the work normally associated with the bargaining unit.

It is further understood that the obligation to make vision benefit contributions to the Washington Teamsters Welfare Trust for such light-duty work shall be subject to the contractual hourly eligibility threshold and shall continue for a maximum of twelve (12) months per disabling condition for any particular employee.

- Drivers returning from illness or injury shall drive their regularly scheduled bus unless a written doctor's statement specifies otherwise, in which case the Employer shall place the driver in the first available equipment of the type specified.
- 12.8 Child Care/Family Leave Upon written application to the Superintendent or designee, child care leave without pay, not to exceed one (1) year, may be granted an employee for the care of a newly born or newly adopted child of the employee under the age of eighteen (18). If such child care leave is granted, the employee shall notify the Superintendent and his immediate supervisor as soon as possible of the planned time for the commencement of that leave. All conditions pertaining to the return to duties shall be those described in Section 12.11 through 12.11.6.

An employee may use accumulated sick leave and other paid leave to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse/domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency

condition. Advance leave may not be used for this purpose until it has been earned. All normal conditions relating to appropriate use of leave shall be applicable to family care leave, including reasonable notice where possible and documentation of need upon reasonable request for verification.

- 12.8.1 Leave without pay not to exceed twelve (12) weeks will be granted to an employee to care for a spouse/domestic partner, child or parent of the employee who has a serious health condition involving in-patient care or continuous treatment by a health care provider upon the employee's written request which must be accompanied by a recommendation from the attending physician or licensed practitioner.
- 12.9 <u>Health Leave</u> Upon written application to the Superintendent or designee, a health leave not to exceed twenty-four (24) months shall be granted without pay to an employee for illness or injury if that employee has exhausted all accumulated sick leave. Such written application must be accompanied by a recommendation from the attending physician or licensed practitioner.
- 12.10 Leave of Absence Upon written application to the Superintendent or designee a leave of absence from employment not to exceed twenty-four (24) months may be granted without pay to an employee who has completed two (2) or more years of cumulative service with the Employer. A leave of absence shall not be granted for the purpose of other employment.
- 12.10.1 Other Discretionary Leave Upon written application indicating the purpose to the Transportation Program Director or designee, a leave of absence from employment not to exceed five (5) days per school year may be granted without pay to an employee who has completed one (1) or more years of cumulative service with the Employer. Five (5) or more nonconsecutive additional days may be requested with the approval of Human Resources. Five (5) or more consecutive days require approval from Human Resources. Approval of said leave shall be contingent on staffing levels sufficient to prevent the need to charter bargaining unit work.
- 12.11 Notice Requirement For Leaves:
- 12.11.1 When an employee must be absent due to a disability arising from an unexpected illness or injury, the employee must notify the immediate supervisor as soon as possible but in no event later than 5:00 a.m. on the morning of the absence. Failure to do so may result in loss of pay and benefits.
- 12.11.2 In cases of planned absences, such as those resulting from a scheduled surgery or childbirth, the employee must notify the immediate supervisor as far in advance as possible. In cases of planned absences of five (5) days or longer, a physician's written statement giving the dates the absence shall begin and is scheduled to end shall be required. While the employee is still working, the Employer may require the employee to provide a written statement from the employee's physician indicating that the employee is physically capable of performing the normally assigned tasks.

- 12.11.3 Employees shall notify the Transportation Office of their intention to return to work no later than 5:00 a.m. on the same day of return to work following an absence of ten (10) days or less.
- 12.11.4 An employee who is absent from work for more than ten (10) days but less than twenty (20) days may return after notifying the Transportation Office of intention to return to work one (1) day prior to returning from any absence.
- 12.11.5 An employee who is absent from work for more than twenty (20) days may return after giving the Transportation Office five (5) days prior notice of the desire to return to work. Failure to do so shall be construed as a voluntary quit. Notwithstanding this notice requirement, the Employer and the employee may waive the five (5) day notice by mutual agreement.
- 12.11.6 <u>Assignment Upon Return From Leave</u> A Regular Driver who has properly applied for reinstatement under the terms of this Section shall be assigned to his most recently successfully bid route.
- 12.11.7 Health insurance and other insurance benefits provided through the Employer shall remain in force for the initial twelve (12) weeks of health leave, family leave and child care leave, inclusive of any compensated leave, provided the Employer may recover the cost of insurance premiums if the employee fails to return from such leave. For the remainder of the period of uncompensated leave, health insurance and other insurance benefits provided through the Employer may remain in force throughout the leave period, at the employee's discretion, by the employee submitting to the Employer the monthly premium in advance of each payment due date, provided such continuation of benefits is allowed by the insurance carrier.
- 12.11.8 Notwithstanding any provisions to the contrary, the notice requirements of this Section shall apply to leaves ending during the school work year.

#### ARTICLE XIII INSURANCE AND RETIREMENT

- The Employer and the Union agree Article XIII, benefits provided, open enrollment, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.
- The Employer shall deduct from the May paycheck the funds necessary to cover the insurance premium balance due for the months of May and June. The Employer shall deduct from the June paycheck, the funds necessary to cover the insurance premium balance due for the months of July and August.
- Eligible employees may participate at their own expense through payroll deduction in optional benefit plans allowable by the School Employee Benefits Board (SEBB) and approved by the Employer.
- All employees subject to this Agreement shall be entitled to participate in SEBB permitted and District-approved tax shelter annuity plans. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

13.5 In determining whether an employee is eligible for participation in the Washington State Public Employee's Retirement System, the Employer shall report all hours worked, whether straight-time or overtime.

#### ARTICLE XIV MISCELLANEOUS

- Discrimination Neither the Employer nor the Union shall discriminate against any employee on the basis of age, sex, race, color, religion, creed, national origin, genetic information, sexual orientation including gender expression or identity, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person with a disability, or any other basis prohibited by law or Edmonds School District policy, except as may be necessary to meet a bona fide occupational qualification.
- Meetings, In-Service, and Training The Employer may schedule voluntary and mandatory meetings on any student day between the hours of 9:30 am and 11:00 am and 4:30 pm and 6:00 pm. Voluntary meetings may be scheduled on student half days at different times. Meetings shall be scheduled as either mandatory or voluntary ten (10) days in advance of the meeting. The meeting notice shall include the agenda. Compensation for these meetings shall be at the drivers' regular hourly rate of pay and shall be for no less than one (1) hour of compensation. Mandatory annual in-service training shall occur on consecutive days no earlier than the third (3<sup>rd</sup>) full week of August. In-service shall be for no less than three (3) days with a daily guarantee of eight (8) hours of compensation. In-service shall include all required training and certifications necessary to keep the drivers in compliance with State and Federal Law.
- 14.2.1 The Employer shall offer voluntary winter driving training as part of the annual August in-service which will certify employees for driving extra board trips which involve winter driving on highway passes as identified in Appendix C, C.7.
- 14.2.2 Pay For Meetings Employees who attend Safety meetings and other compulsory meetings shall receive pay for one (1) hour or the actual duration of the meeting, whichever is greater. Relief Drivers who attend Safety or other compulsory meetings on days they have not been called to work shall receive two (2) hours pay or pay for the actual duration of the meeting, whichever is greater.
- 14.3 <u>Class Attendance</u> First-aid classes and refresher courses which are required for purposes of maintaining qualifications for driving as required by law, shall be the responsibility of the individual employee. Compensation for attendance at such classes and courses shall be at the employee's regular rate of pay.
- 14.4 <u>Labor Management Committee</u> A joint Employee/Employer Labor Management Committee (L.M.C.) shall be established. The L.M.C. shall consist of representatives from the Employer and the Union. The Union may select up to six (6) representatives, and the Employer may identify up to six (6) non-bargaining unit representatives.
- 14.4.1 The purpose of the L.M.C. shall be to meet and discuss topics of mutual interest.

- Meetings of the L.M.C. shall be held at mutually agreeable times and employees shall be compensated for attendance at L.M.C. meetings.
- 14.5 Employees shall be responsible for reporting mechanical problems and/or needed repairs with the process and in the form provided by the Employer. When mechanical problems or needed repairs are properly reported, vehicles shall be inspected prior to further use.
- 14.6 Employees shall be entitled to participate in Employer-approved tax shelter annuity plans. On receipt of a written authorization by an employee, the Employer shall make the requisite withholding adjustments and deductions from the employee's salary.
- 14.7 The Employer shall reimburse to the employees the initial cost of physical examinations, written test, and skills test required for all employees hired on or before the execution date of this Agreement to obtain a Commercial Driver's License; provided that if any employee is unable to pass the initial skills test, the cost of subsequent retakes shall be the responsibility of the employee.
- 14.7.1 Reimbursement of the initial costs of the physical examination, written test and skills test required for all employees to obtain a Commercial Driver's License shall be paid by the Employer within thirty (30) calendar days after the employee has provided the Employer with verification of the employee's expense.
- 14.8 <u>Drug and Alcohol Testing</u> The Employer shall implement a drug and alcohol policy and procedure in accordance with State and Federal Law.
- 14.9 <u>D.O.T. Physical</u>: The Employer shall fund D.O.T. Physicals. The Employer and Healthcare provider shall designate for all bargaining unit members a day of the week and doctor that will be seen. Employees will only be required to provide information and submit to procedures specifically required for a D.O.T. Physical.
- 14.10 The employee shall reimburse the District when their bus receives a ticket via camera for going through a red light.

#### ARTICLE XV DISCIPLINE AND DISCHARGE

Discipline or Discharge - The Employer shall not discipline or discharge an employee without just cause. Discipline will be corrective, not punitive, and progressive in nature. Employees have the right to Union representation during any meeting with the Employer which may be related to discipline or discharge. If the Employer has reason to discipline or discharge an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Employees have the right to a Union representative when being issued discipline.

- Just cause for immediate suspension or discharge shall include, but not be limited to:
  - a) Gross insubordination;
  - b) Being under the influence of alcohol or drugs (other than aspirin and other over-the-counter medications which do not cause drowsiness or otherwise impair the employee's performance) on the job:
  - c) Proven dishonesty;
  - d) Excessive chargeable accidents, or single chargeable severe accident:
  - e) Leaving a child unattended on the bus;
  - f) Unlawful verbal, physical, and/or sexual abuse of children and all others;
  - g) Theft of property and/or time;
  - h) and/or any other type conduct of a parallel magnitude.
- Written reprimands, to be considered as valid, must be issued in writing to the affected employee and the Union within ten (10) days of the Employer's Transportation Department's supervisory team being informed of the occurrence of the violation claimed by the Employer in such written reprimand. The Employer shall give at least one (1) written reprimand before suspending or discharging employees, except for just cause stated above. Written reprimands shall remain in effect for a period of one (1) year from the date of issuance. Written reprimands concerning preventable accidents shall remain in effect for a period of two (2) years from the date of issuance. Timelines may be extended by mutual agreement between the Employer and the Union's Business Agent.
- 15.4 Intent to discharge or suspend to be considered as valid, must be issued in writing to the affected employee and the Union within ten (10) days of the Employer's Transportation Department's supervisory team being informed of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension. Letters of suspension shall remain in effect for a period of two (2) years from the date of issuance. Letters of suspension for preventable accidents shall remain in effect for three (3) years from the date of issuance. Timelines may be extended by mutual agreement between the Employer and the Union's Business Agent.
- 15.5 Employees have the right to request the removal of any discipline which is allowed to be removed from personnel files under Washington State Law. Requests must be in writing to the Human Resources Director. The Employer retains the right to determine the length of time discipline shall remain in an employee's personnel file not to exceed the legal requirement or three (3) years whichever is greater.

#### ARTICLE XVI GRIEVANCE PROCEDURE

- 16.1 <u>Definition</u> A grievant is an employee or group of employees or the Union on behalf of the same having a grievance. A grievance is defined as a misinterpretation or misapplication of the terms or provisions of this Agreement. Unless mutually agreed to by the District and the Union, all grievances shall be resolved in strict compliance with this Article.
- 16.2 STEP 1 Informal Discussion The grievant and shop steward shall request a Step 1 meeting in writing to discuss the grievance with the Director of Transportation within twenty (20) days of the event being grieved. The meeting shall be scheduled within ten (10) days from the date of the request. During the Step 1 meeting the grievant and shop steward will present the details of the situation from which the grievance is based, the Article(s) and Section(s) violated, and the remedy sought. Every effort should be made to resolve the grievance in this Step 1 informal discussion. Beginning with and including the date of the STEP 1 meeting, the Parties will have ten (10) days to resolve the grievance. If the grievance is resolved at this level, the resolution shall be reduced to writing and submitted to the Union for final review and approval. The Union shall submit a final decision on the resolution to the Director of Transportation within five (5) days of submission by the Parties.
- 16.2.1 <u>STEP 2. Human Resources Level</u> If no settlement is reached at STEP 1 the grievant may submit the written grievance to the Union on a form provided by the Union for processing by the Union with the Human Resources Director (Classified Staff).

The written grievance statement initiated at STEP 2 shall contain:

- The facts upon which the grievance is based;
- Reference to the Article and Section of the Agreement alleged to have been violated; and
- The remedy sought.

The written grievance must be received within ten (10) days from the conclusion of STEP 1. A meeting with all involved parties shall be scheduled within ten (10) days of the written submission of the grievance at STEP 2. Beginning with and including the date of the STEP 2 meeting, the parties shall have ten (10) days to resolve the grievance. The Human Resources Director shall indicate on the statement of grievance the disposition which shall include the reasoning thereof. If an agreeable disposition is made, all parties to the grievance shall sign it.

16.2.2 STEP 3. Superintendent Level - If no settlement has been reached in STEP 2 within the specified time limits, and the Union believes the grievance to be valid, the grievant may, within ten (10) days, submit the written grievance to the Superintendent or designee. The parties may meet in an effort to resolve the grievance. The parties shall have ten (10) days after receipt of the grievance to resolve said grievance. The Superintendent or designee shall indicate in writing, the disposition of the grievance and the reasoning thereof.

16.2.3 STEP 4. Binding Arbitration Level - If the grievance is not resolved in STEP 3 within the specified time, and the Union believes the grievance to be valid, the grievance may be submitted within fifteen (15) working days to final and binding arbitration by an arbitrator mutually agreed upon by the parties. In the event the parties cannot mutually agree on selection of an arbitrator, the parties shall select an arbitrator by alternative striking from a list of seven (7) arbitrators furnished by the Public Employee Relations Commission (PERC). 16.3 The following shall govern any arbitration under this Agreement: 16.3.1 The arbitrator shall render no decision which would be in violation of a law or enter disputes that are a matter of legal jurisdiction. 16.3.2 No evidence may be presented at the arbitration level which was not presented at a lower level of the grievance procedure. 16.3.3 Any expense connected with such arbitration shall be borne equally by the parties involved, except that each party shall bear the cost of presenting its own case. 16.3.4 The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement. 16.3.5 The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. 1636 The decision of the arbitrator shall be final and binding on both parties. 16.4 Grievance Guidelines - A representative of the Union shall have reasonable opportunity to be present at all formal grievance meetings. 16.4.1 Time lines shall be followed unless extended by mutual agreement of the parties. 16.4.2 The Union shall have access to available non-confidential information that is required to process a grievance. 16.4.3 No reprisals of any kind shall be taken by the Employer against any employee for taking action under this Article.

#### ARTICLE XVII NO STRIKE OR LOCKOUT

- 17.1 There shall be no strike, slowdown or work stoppage by the employees or the Union and no lockout by the Employer during the term of this Agreement.
- In the event that a primary picket line, which has been approved by the Union, is established at a District work site, the Union and the Employer agree to meet in an effort to rearrange loading and/or unloading locations so that the necessity to cross such picket lines is minimized.

#### ARTICLE XVIII SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of State and/or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of competent jurisdiction. In such event and upon request by either party, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

### ARTICLE XIX DURATION CLAUSE

- 19.1 This Agreement shall be in effect from August 15, 2021 through August 14, 2025 and from year to year thereafter unless either party to this Agreement serves notice to open this Agreement for purposes of negotiating amendments thereto as provided below.
- 19.1.1 Either party shall give written notice of their desire to open this Agreement not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to August 14, 2025 the expiration date of this Agreement.
- This Agreement may be reopened or modified by mutual consent of the parties in writing.
- In the event the District requests and receives waivers from the State which reduce the number of instructional days below one hundred and eighty (180), the District and the Union mutually agree to negotiate a Memorandum of Understanding which deals with the effects of the reduced working days for bargaining unit members.
- In the event the District has a ski school program which offers as part of that program transportation, the parties agree this transportation is bargaining unit work. The parties will meet in a timely manner to negotiate a Memorandum of Understanding which will cover the rules, regulations, and rates of pay for ski school trips.

PUBLIC, PI	KOLESSIONAL	_ & OFFI	JE-	EDIMOND2	SCHOOL DISTRIC	J NO. 15
CLERICAL E	EMPLOYEES	AND DRIVE	RS			
LOCAL UNIO	N NO. 763,	affiliated with	the	1 ^		
International B	rotherhood of $\ensuremath{I}$	Teamsters				
By Arn	Ha.	Iller	<b>Д</b> Ву	Maralle	ruh	
Scott 7	. Sullivan			Mark W. Ros	schy	
Secret	ary-Treasurer			Human Reso	ources Director Cla	ssified Staff
Date	10/22/	121	Date _	10 19	7	

# APPENDIX "A" to the

## AGREEMENT

## by and between

## EDMONDS SCHOOL DISTRICT NO. 15

and

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1		ntry/base hourly wages to be paid for work gaining unit while in the employ of the Employer
	Relief/Calendar Driver	\$29.43 per hour
	Regular Driver	\$29.43 per hour
A.1.1	The following constitutes the hould longevity which is defined in Article	urly rates paid to Regular Drivers inclusive of e 11.
	Years 2 through 5	\$30.40
	Years 6 through 10	
	Years 11 through 15	
	Years 16 through 20	
	Years 21 through 25	\$33.13
	Years 26 through 30	
	Years 31 and beyond	\$34.63
	ICAL EMPLOYEES AND DRIVERS	EDMONDS SCHOOL DISTRICT NO. 15
	L UNION NO. 763, affiliated with the ational Brotherhood of Teamsters	1 0
Ву	Lett a. Julivar	By MAIN OSAS
	Scott A. Sullivan	Mark W. Roschy
	Secretary-Treasurer	Human Resources Director Classified Staff
Date	10/22/21 0	Date 10/19/21

# APPENDIX "B" to the AGREEMENT by and between

## EDMONDS SCHOOL DISTRICT NO. 15

and

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- B. The following constitutes those rules, regulations and bidding procedures for administering regular school bus driving assignments:
- B.1 The Employer shall post a current seniority list of all employees covered by this Agreement which shall include each employee's date of hire.
- B.2 All regularly scheduled routes shall be opened for bid on a seniority basis prior to the start of school. Unless prearranged with Transportation failure to bid on bid day shall be construed as a voluntary quit.
- B.2.1 Each driver shall advise the Supervisor of Transportation, in writing, no later than July 15th of each year of his intention to return to work that following year. Failure to do so shall be construed as a voluntary quit. This requirement shall remain in effect regardless of the length of an employee's leave of absence.
- B.2.2 The Employer shall notify each driver by August 10<sup>th</sup> of the date of orientation day and bid day. Should a driver not receive notification of the orientation day by August 15<sup>th</sup> of any year, it shall be incumbent upon him to contact the Employer to determine the dates of bid and orientation days. Unless excused by the Supervisor of Transportation, all Regular Drivers and Relief/Calendar Drivers shall report to the Transportation Center on driver orientation day. Failure to do so without prior approval may be cause for termination.
- B.2.3 A Regular Driver, who is on an unpaid leave of absence of any kind or on a leave of absence due to an on-the-job injury, shall not be allowed to bid on routes established subsequent to bid day until they return from leave of absence. Employees assigned to absent Regular Driver's routes may bid on subsequently established routes according to the provisions of this Appendix.
- B.3 August Bid Routes shall be posted for bid on bid day which shall occur as part of the annual in-service defined in Section 14.2 with the following information: bus number, route assignment and approximate number of hours, which shall include pre-trip inspection, post-trip inspection, cleaning, emergency response protocols when applicable, washing, fueling, hanging keys, and other driver-related activities. The bus assigned to a route may be subject to change; buses shall be

rotated only for out-of-District Extra Board trips. Those routes with runs that start on pre-established dates following the start of school will be so designated on the bid sheet. These routes will be paid for actual drive time until the runs with later start times begin.

- B.3.1 Employees shall bid on AM/PM and Mid-day routes based upon the information available and posted on bid day. Hours assigned to routes/runs on bid day and hours assigned to routes/runs posted after bid day shall establish the minimum guarantee of hours for those routes/runs. In the event the posted hours increase by twelve (12) minutes or more per day after ten (10) work days, the route/run hour guarantee shall be adjusted accordingly.
- B.3.2 Any route or run established following Bid Day or whenever a route/run is vacated, the route or run shall be posted for bid and awarded on the basis of seniority. New assignments shall be assumed within five (5) days of awarding the route or run.
- B.3.3 The Employer will develop and maintain a process that allows Employees to request the bus number preferred during the bid process. The Employer will attempt to accommodate all requests at time of bid and request. Buses must be appropriate to the route. New bids following Bid Day as cited in B.3.2, it will be assumed that the driver will keep their same bus if that bus is appropriate to the new route. When more than one driver requests the same bus, seniority will prevail.
- B.3.4 When any run (Shuttle, Midday, Vocational Educational Activities, etc.) is posted and no Regular Driver bids are received, such assignment shall then be assigned to the least senior Regular Driver. A Regular Driver who accepts an assignment excluding A.M. and P.M. runs under this Section shall not be forced to keep it nor shall he be penalized with the hours in the event the Regular Driver chooses to give up the assignments.
- B.3.5 All regularly scheduled summer school routes shall be allocated in the same manner as regular assignments.
- B.3.5.1 Any driver signing for summer school routes shall be required to drive and complete the full duration of that particular assignment.
- B.3.5.2 Summer school drivers shall be classified as Regular Drivers.
- B.4 Any route not bid upon shall be offered to the most senior available Relief Driver. Relief Drivers must accept the AM/PM route in total. If an assignment to a Relief Driver is refused, the Relief Driver shall drop to the bottom of the relief list and the seniority date shall be adjusted accordingly.
- B.4.1 Available work shall be offered to Relief Drivers prior to Calendar Drivers; provided however, any Extra Board trip that requires out-of-district travel shall be offered to eligible Relief Drivers prior to the Calendar Drivers. Eligible drivers shall be those Relief Drivers who have successfully completed their probationary period or have been authorized to take the out-of-district trip by their immediate supervisor.

- B.4.2 When assigning work to Relief Drivers, the Employer will make every effort to combine individual AM or PM routes, or combine an AM or PM with an extra board trip up to a maximum of eight (8) hours per day.
- B.4.3 Relief Drivers must accept the AM/PM route in total. If four (4) assignments to a Relief Driver are refused, the Relief Driver shall drop to the bottom of the relief list and the seniority date shall be adjusted accordingly. Relief drivers will not be penalized under this section for absences for bereavement purposes, scheduled doctor appointments, or illness provided they notify the department in advance of the leave.
- B.5 A Regular Driver who takes a leave of absence of an unknown or known duration Section B.5.1 through B.5.2.5 shall apply to the assignment of that driver's route.
- B.5.1 <u>Absence of Unknown Duration</u> If a Regular Driver is absent for an unknown period of time, the following shall apply:
- B.5.1.1 For the remainder of the first week of absence, the route in its entirety shall be assigned to the most senior available Relief Driver.
- B.5.1.2 On Monday of the second (2nd) week of the absence, the route in its entirety shall be offered to Relief Drivers in seniority order for the length of the absence; provided however, on the thirty-first (31st) consecutive day of the absence, the route shall be offered to the most senior available Relief Driver. The driver assigned the route shall remain at the Relief Driver rate of pay but shall be provided insurance benefits.
- B.5.1.3 When the Regular Driver returns to work, the Relief Driver driving his route shall return to the relief list in seniority order, but shall retain benefits.
- B.5.1.4 A Regular Driver has twenty-four (24) months from the initial date of absence, to return to work, or the continued absence shall be construed as a voluntary quit.
- B.5.2 <u>Absence of Known Duration</u> If a Regular Driver is absent for a known period of time, the following shall apply:
- B.5.2.1 For absences of thirty (30) days or less duration, the route in its entirety shall be offered to Relief Drivers in seniority order.
- B.5.2.2 For absences greater than thirty (30) days duration, the route in its entirety shall be posted for bid five (5) days prior to the route's availability or within five (5) days of the absence becoming known to the Employer and shall remain posted for a period of three (3) days. The route shall be assigned the following Monday. If a Regular Driver bids the route, the most senior available Relief Driver shall be assigned the bidding driver's vacated route.
- B.5.2.3 For B.5.2.1, when the absent Regular Driver returns to the route, the Relief Driver driving his route shall return to the relief list in seniority order.

B 5.2.4 For B.5.2.2, when the absent Regular Driver returns to the route the Regular Driver in that route shall assume his most recently successfully bid route and the Relief Driver shall return to the relief list in seniority order. B.5.2.5 Such absence of known duration shall not exceed twenty-four (24) months or it shall be construed as a voluntary quit. B.5.3 Relief/Calendar Drivers who cannot be contacted through normal channels over a two (2) week period shall be issued a seventy-two (72) hour written notice of intent to terminate. B.6 Bumping - In the event a Regular Driver's route is eliminated by the Employer, the following shall apply: B.6.1 The driver shall be afforded the option of (1) bumping a less senior driver with equivalent hours (plus or minus 15 minutes); provided the bumping driver is qualified to drive that route or, (2) becoming the most senior Relief Driver. B.6.2 A Regular Driver who becomes subject to the loss of any route due to the application of the aforementioned bumping procedure (B.6.1) shall then be afforded the option of (1) bumping a less senior Regular Driver possessing a route with equivalent or less hours to those originally lost by the displaced driver or, (2) becoming the most senior Relief Driver. B.6.3 The Regular Driver who becomes subject to the loss of any route due to the application of Section B.6.2 shall then become the most senior Relief Driver. B.6.4 Any Regular Driver subject to displacement shall initiate the bumping procedure within ten (10) days of being displaced or he shall be deemed to have waived his bumping rights. B.6.5 If the Employer requests a change in a Regular Driver's assignment, the driver shall be placed on the first available route with equivalent hours when possible. switch drivers route when both drivers agree, or shall be placed on Relief Driver status according to seniority. B.6.6 The displaced Regular Driver who becomes the most senior Relief Driver due to the application of Section B.6 through B.6.5, shall retain the regular rate of pay. PUBLIC. **PROFESSIONAL** OFFICE-EDMONDS SCHOOL DISTRICT NO. 15 CLERICAL **EMPLOYEES** AND **DRIVERS** LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters By Scott A. Sullivan Secretary-Treasurer Human Resources Director Classified Staff

Date

## APPENDIX "C" to the A G R E E M E N T by and between

#### EDMONDS SCHOOL DISTRICT NO. 15

and

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- C. The following constitutes those rules, regulations and procedures for administering Extra Board assignments:
- C.1 The term "Extra Board Trips" shall be defined as runs other than regularly scheduled runs. These runs involve field trips of any nature (day, night or weekend) and athletic events.
- C.1.1 Home to school routes will be assigned first before Extra Board trips.
- C.2 Extra Board trips shall be posted by 6:30 A.M. the day previous to the trip for Regular Drivers to sign by 8:00 A.M. on that day. The posting shall include an estimate of the approximate number of hours of the trip; the posting for Saturday and Sunday trips shall include seventy-five (75) minutes for pre-trip inspection, cleaning, washing, and fueling time.
- C.2.1 Extra Board Trips that are received by the Employer between the hours of 8:00 A.M. and 1:30 P.M. for trips the following day shall be offered to the most senior unassigned regular driver as defined in Section C.3. In the event that there are no unassigned regular drivers available, a regular driver that has already been assigned an Extra Board Trip may, by mutual agreement between the supervisor and the driver, turn back their initial assignment if the new Extra Board Trip(s) received between 8:00 A.M. and 1:30 P.M. provides more hours, and does not cause the driver to go into overtime and that the reassignment does not create logistical problems for the Employer. Any Extra Board Trip(s) turned back shall be reassigned under Section C.3.2, as a late trip. It shall be incumbent upon the driver to initiate this process.
- C.2.2 A Relief Driver who has been assigned a regular route of known duration for a period consisting of a calendar week or longer shall be considered a Regular Driver for the purpose of bidding Extra Board Trips for as long as the Relief Driver is assigned to the route; provided however, said Relief Driver shall not be able to bid for Extra Board Trips that occur outside the known duration of the route.

- C.3 School Day Trips Extra Board trips shall be assigned by seniority on a daily basis, provided the trip does not interfere with the driver's regular route nor cause the driver to exceed forty (40) hours in a week. Any Regular Driver who over-bids for Extra Board trips in excess of forty (40) hours per week, or bids for Extra Board trips that interfere with his regular route such that he would be unable to arrive at the pick-up site five (5) minutes prior to the depart time, without prior direction or authorization by the Employer, shall be penalized by becoming ineligible for Extra Board trips the following twenty (20) days and shall return his trip tickets to the dispatcher's office.
- C.3.1 In the event no eligible Regular Driver signs for an Extra Board trip, it shall then be assigned to the most senior available Relief Driver who has not been assigned a regularly scheduled route. When all Relief Drivers have been assigned work on a given day, then the Employer shall assign any additional work beginning again with the most senior Relief Driver who can perform the work which does not conflict with previously assigned work. In the event no Relief Driver is available, it shall then be assigned to a Calendar Driver. If no Calendar Driver is available, the trip shall then be assigned to the least senior available Regular Driver.
- C.3.1.1 Should there be no available drivers to take an Extra Board trip and charter options have been exhausted, the Employer may, at its discretion, reassign work so a Regular Driver can be released from his home-to-school assignment in order to take the trip.
- C.3.2 Request for Extra Board trips which are received by the Transportation Office after 1:30 P.M. of the day previous to the trip, shall be assigned to the most senior driver available who has bid for a late scheduled Extra Board trip for that day. If such driver(s) cannot be contacted, the Dispatcher shall assign the most senior Relief Driver available.
- C.3.3 Regular Drivers become ineligible for an Extra Board trip when they fail to work their full regular assignment the day previous to the scheduled trip.
- C.3.4 A driver who fails to accept an Extra Board trip assignment for which he is eligible under Section C.3 and for which he has signed, shall forfeit Extra Board trip driving for the next five (5) days; the only exception shall be cases in which drivers have received court subpoenas or illness which mandate their absence from work.
- C.4 Non-School Day Trips An employee who is assigned an Extra Board trip on a non-school day shall be paid for a minimum of four (4) hours.
- C.4.1 Drivers shall be paid for actual time of work, from leaving the garage until returning to the garage, plus seventy-five (75) minutes for the purpose of pre-trip inspection, cleaning, washing, and fueling.

- C.4.2 Unless the Employer is unable to notify the employees due to circumstances beyond his control, employees assigned a school day Extra Board trip and are not notified of a cancellation one (1) hour prior to the sign-on time shall be paid for all time posted for the trip, not to exceed four (4) hours. For non-school day Extra Board trips the cancelation notice shall be two (2) hours.
- C.4.3 When non-school days fall in conjunction with a weekend, Extra Board Trips for the resulting multiple-day period will be batched and assigned as follows: The most senior signing driver shall be assigned the longest trip for which he has signed, the second most senior signing driver shall be assigned the second longest trip for which he has signed, etc. Once a trip has been assigned in this manner, the driver shall accept the trip as assigned or be penalized pursuant to the provisions of Section C.3.4.
- C.5 Overnight Trips Overnight trips shall be assigned according to seniority in rotation amongst those eligible drivers indicating their availability for such overnight trips.
- C.5.1 When there is more than one (1) overnight trip scheduled for the same week, those drivers in rotation may select trips in seniority order. When such an assigned overnight trip is canceled, the assigned driver of the canceled trip will bump the next most senior driver assigned to an overnight trip and so on.
- C.5.2 Overnight trips shall be posted by the Dispatcher on the Monday previous to the trip whenever possible.
- C.5.3 Ten Hour Minimum Drivers shall be compensated for ten (10) hours per day (midnight to midnight) or actual time worked, whichever is greater, at his regular hourly rate of pay. When a driver returns from an overnight trip Sunday through Thursday before 2:00 A.M., he shall be compensated a minimum of two (2) hours. If he returns after 2:00 A.M., he shall be compensated for ten (10) hours. Other provisions of this Agreement shall apply; provided however, when a driver returns from an overnight trip after midnight on a Friday or a Saturday, he shall be compensated for a minimum of two (2) hours or actual hours worked, whichever is greater.
- C.5.3.1 A driver, returning from an overnight trip on a school day may, at his option, elect to drive his regular school route. In circumstances where there are no other available drivers, the Employer may require a driver returning from an overnight trip to drive a route or a trip. In either case, the driving time shall be included in the ten (10) hour guarantee provided for in Section C.5.3, until actual work time for that exceeds ten (10) hours, at which time the driver shall be compensated for the additional hours of work in accordance with the Agreement.
- C.5.4 In addition to his regular compensation, drivers shall be issued, prior to an overnight trip, a District credit card to cover reasonable actual room and board expenses (single accommodation) and to cover anticipated refueling costs during the trip.
- C.5.5 It shall be the Employer's responsibility to see that accommodations have been reserved for the driver at the destination. If the driver is unable to keep the reserved accommodations, it shall be the driver's responsibility to cancel the reservation(s).

Any financial costs charged to the Employer as a result of the driver not canceling the reservation(s) in a timely manner shall be borne by the driver; provided however, the driver shall not be required to bear such cost when such reservation(s) could not be kept through no fault of the driver. In the event this occurs, the driver shall fully report in writing, within two (2) days of his return, the circumstances surrounding the situation.

- C.5.6 Drivers shall not be required to take time off during the workweek in which the trip is scheduled in order to avoid overtime.
- C.5.7 Drivers who refuse to accept two (2) overnight trips in his rotation shall be removed from the overnight board for the remainder of the school year.
- C.5.8 If no driver accepts an overnight trip prior to the trip, the Dispatcher shall offer the trip to a Relief Driver, according to seniority then to a Calendar Driver. If this process doesn't result in the trip being covered it will be assigned to the least senior driver on the overnight rotation board.
- C.6 <u>Summer Month(s) Extra Board Trips</u> During those months (mid-June, July and August) in which there are Extra Board Trips, those Trips shall be assigned by seniority on a rotating basis amongst those employees who have signed up to do such work.
- C.6.1 Regular scheduled continuous runs shall be excluded from this process and assigned to the same employee who bids on the assignment.
- C.7 Extra board trips which require driving over a highway pass during the period of time in which studs are allowed on passenger car tires shall be awarded by seniority to drivers from a separate winter driving qualified rotation list. A driver is eligible to be on this list provided they've received winter driving training during the most recent annual in-service.
- C.8 <u>Subcontracting/Use of Charter Buses</u> The Employer shall schedule Extra Board and Overnight Trips using buses operated by the Employer. The Employer shall be limited to chartering up to five (5) events or fifteen (15) buses, whichever comes first. Provided however, when there are not enough drivers and/or equipment available, the Employer may utilize other entities to perform the work.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

EDMONDS SCHOOL DISTRICT NO. 15

Scott A. Sullivan
Secretary-Treasurer

Human Resources Director Classified Staff

Date 10/22/2/

Βy

Date

## MEMORANDUM OF UNDERSTANDING

#### to the

#### AGREEMENT

by and between

#### EDMONDS SCHOOL DISTRICT NO. 15

and

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The Employer and the Union are in complete agreement to the following:

- 1. The Employer shall discuss with the Union changes to the Employer's drug and alcohol testing procedure that affect employees.
- 2. Upon request from the Union, the Employer shall provide information regarding its method of random selection of employees for drug and alcohol testing.
- 3. The Employer shall provide the Union a list of Substance Abuse Professionals (SAP's) to whom the Employer shall refer employees who have tested positive for drugs or alcohol. If a SAP on that list is unacceptable to the Employer or Union, the parties will discuss the continued inclusion of that SAP on the list.
- 4. The employee shall have the opportunity to contact a Union representative prior to drug and alcohol testing, provided that the inability to obtain a Union representative shall not delay the employee from reporting to testing within the prescribed time.
- 5. Upon request from the Union, the Employer shall provide the identity of the Medical Review Officer (MRO) and evidence of the MRO's training.
- 6. In the event the split sample is tested at the request of the employee and the second test result is negative, it is the responsibility of the MRO to provide a report to the Employer that reflects a negative test result.
- 7. The Employer shall provide an employee, who tests positive for drugs and/or alcohol, one chance at rehabilitation, provided the employee enters into an "Agreement for Continuation of Employment" with the Employer.

	random testing.		
PUBLIO CLERIO			EDMONDS SCHOOL DISTRICT NO. 15
LOCAL	. UNION NO. 763, affiliated with the tional Brotherhood of Teamsters		$\mathcal{A}$
Ву	Jest a. Julivar	Ву	MANNOSCHI
	Scott A. Sullivan Secretary-Treasurer		Mark W. Roschy \ Human Resources Director Classified Staff
Date _	10/22/21	Date	11/19/21

8.

To avoid hardship on the Employer, the contractor who provides for testing services shall sequence, by day of the month, the names it provides for monthly

#### ADDENDUM to the

## MEMORANDUM OF UNDERSTANDING

by and between

EDMONDS SCHOOL DISTRICT NO. 15

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2022

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The Employer and the Union agree that this Memorandum of Understanding is hereby supplemental to the current Collective Bargaining Agreement and agree to the following:

Employees who are eligible for Employer contributions for insurance benefits shall pay up to one dollar and twenty-five cents (\$1.25) per month to restore the following provisions of the Employee Assistance Program (EAP):

- Two (2) additional visits per employee for a total of eight (8) per school year;
- Access to Stressline, the telephone consultation services; and
- Dependent access to the EAP services.

This MOU shall be effective for the 2021-2022 school year. The parties shall meet prior to the end of the school year to discuss whether to renew or amend this MOU for another year.

LORF	IC, PROFESSIONAL & OFFICE-		EDMONDS SCHOOL DISTRICT NO. 15
<b>CLER</b>	ICAL EMPLOYEES AND DRIVERS		_
LOCA	L UNION NO. 763, affiliated with the		
Interna	ational Brotherhood of Teamsters		
Ву	Lott a Sullivai	Ву	Magn Vocas
	Sdott A. Sullivan		Mark W. Roschy
	Secretary-Treasurer		Human Resources Director Classified Staff
<b>.</b>	10/20/01		1.07
Date	10/242	Date	1119161
	1 1		

#### MEMORANDUM OF UNDERSTANDING by and between EDMONDS SCHOOL DISTRICT NO. 15 and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the Agreement by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The Employer and the Union agree that this Memorandum of Understanding shall become effective August 15, 2021; however it will be modified on or before August 15, in each year of the contract term by the Employer for purposes of revising the compensation amounts an additional twenty-five dollars (\$25.00) at each level. Upon completion, the parties to the Agreement shall sign an updated version.

Eligible Drivers are (1) Regular Drivers and (2) Relief Drivers who are assigned the same Route and/or accept a Regular Route for the entire trimester to participate in the Program; and

Trimester dates will be determined by the Transportation Director or designee each August; and posted.

Any Eligible Driver who has zero preventable accidents, moving violations, citations, or progressive discipline during the first (1st) trimester of the 2021-2022 school year shall receive a payment of three hundred fifty dollars (\$350.00) payable as soon as practicable via the District's Direct Deposit Program no later than January 15<sup>th</sup>; and

Any Eligible Driver who has zero preventable accidents, moving violations, citations, or progressive discipline during the second (2<sup>nd</sup>) trimester of the 2021-2022 school year shall receive a payment of three hundred fifty dollars (\$350.00) payable as soon as practicable via the District's Direct Deposit Program no later than April 15<sup>th</sup>; and

Any Eligible Driver who has zero preventable accidents, moving violations, citations, or progressive discipline during the third (3<sup>rd</sup>) trimester of the 2021-2022 school year plus any required make up days, shall receive an additional payment of three hundred fifty dollars (\$350.00) payable as soon as practicable via the District's Direct Deposit Program no later than July 15<sup>th</sup>; and

Additional Bonus Incentive - Any Eligible Driver who has zero preventable accidents, moving violations, citations, or progressive discipline during the first (1<sup>st</sup>), the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) trimesters plus any required make up days, shall receive an additional payment of four hundred dollars (\$400.00) payable as soon as practicable via the District's Direct Deposit Program no later than July 15<sup>th</sup>. In the event twenty five (25) or more drivers qualify for the four hundred dollars (\$400.00) incentive it shall be increased to five hundred twenty-five dollars (\$525.00).

Failure to report any preventable accident, moving violation, or citation will be cause for discipline, will cause the incentive for the employee to be removed (either already issued or current), and will cause the next eligible incentive to the employee to be void. Failure to report damage to a vehicle discovered by an assigned driver, will be cause for discipline, will cause the incentive for the employee to be removed (either already issued or current), and will cause the next eligible incentive to the employee to be void.

If any failure to report is discovered after an incentive is paid, the incentive will be collected back in the current payroll period, if possible, but no later than the next payroll period. Alleged violations of this program resulting in the collecting back of or the denial of incentive payments under this program are subject to the grievance procedure.

PUBLI	•		EDMONDS SCHOOL DISTRICT NO. 15
LOCA	ICAL EMPLOYEES AND DRIVERS L UNION NO. 763, affiliated with the ational Brotherhood of Teamsters		<b>1</b> 0
Ву	Jeott a Julivas	Ву	Maraloux
	Scott A. Sullivan ( Secretary-Treasurer		Mark W. Roschy \ Human Resources Director Classified Staff
Date	10/22/21	Date	19/21

## MEMORANDUM OF UNDERSTANDING by and between EDMONDS SCHOOL DISTRICT NO. 15 And

# PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15 hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The Employer and the Union agree that this Memorandum of Understanding is hereby supplemental to the 2021-2025 Collective Bargaining Agreement. The parties are in complete agreement to the following:

It is the policy of the District that the Transportation Department use video cameras on school buses for the purpose of reducing discipline problems and to provide a safer environment for students and the transportation of students.

Bus Video Recordings and GPS - The Employer uses video recording system and GPS on Employer owned vehicles. The Employer agrees not to use video recordings in the evaluation process or as evidence for disciplinary action against a driver, except in the case of unlawful acts or alleged employee misconduct by the driver.

Except with mutual agreement with the affected driver, these systems will not be used for training purposes of other drivers.

The Union agrees that during a disciplinary investigation the Employer may use video recordings to confirm or dismiss information reported to the Director of Transportation.

Should an investigation proceed, the involved employee will be provided notification of any video recordings or any other relevant digital information at least twenty-four (24) hours prior to the investigation meeting or as soon as reasonably practicable in emergency situations. This notification shall include the date, time, and the purpose of the viewing. If requested by the employee or union representative involved, the Employer will allow the employee and the union representative involved to review the recordings or other relevant digital information while in paid status in advance or as soon as reasonably practicable in emergency situations.

In all cases of reviewing these systems for investigative purposes, a record will be kept which discloses the incidents of reviewing the data generated with these systems. Drivers will be informed who the point of contact is in Transportation to request review of their video or other digital data.

By Scott A. Sullivan Secretary-Treasurer  Date 10/22/7 Date 11/11/2	PUBLI CLER			EDMONDS SCHOOL DISTRICT NO. 15
Scott A. Sullivan  Secretary-Treasurer  Mark W. Roschy  Human Resources Director Classified Staff	LOCA	L UNION NO. 763, affiliated with the		
Secretary-Treasurer Human Resources Director Classified Staff	Ву		-	Manlow
Secretary-Treasurer Human Resources Director Classified Staff		Scott A. Sullivan		Mark W. Roschy
Date 10/22/21 Date 11/19/21		Secretary-Treasurer		
	Date	10/22/21	Date _	11/19/21

#### MEMORANDUM OF UNDERSTANDING

to the

#### AGREEMENT

by and between

EDMONDS SCHOOL DISTRICT NO. 15

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

August 15, 2021 through August 14, 2025

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

RE: Juneteenth Holiday

Juneteenth will be added to Section 10.1 as a paid Holiday for Regular Bus Drivers when/if the Employer determines that it's a school district paid Holiday.

PUBL	•		EDMONDS SCHOOL DISTRICT NO. 15
CLER	ICAL EMPLOYEES AND DRIVERS L UNION NO. 763, affiliated with the		
	ational Brotherhood of Teamsters		. / /
By	heatt a lalland	Ву	APU Janut
Dy	Scott A. Sullivan	. Бу	Mark W. Roschy
	Secretary-Treasurer		Human Resources Director Classified Staff
Date	10/22/21	Date	10/19/21