

Collective Bargaining Agreement

between

Northshore School District No. 417

and

**Teamsters Local Union No. 763
(Representing Bus Drivers
and McKinney-Vento Drivers)**

September 1, 2021 through August 31, 2024

AGREEMENT
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2021 through August 31, 2024

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THIS AGREEMENT is by and between NORTHSHORE SCHOOL DISTRICT NO. 417, 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.

PREAMBLE

The purpose of this Agreement is to provide through collective bargaining for harmonious relationships between the School District and its employees, to secure an amicable and fair disposition of grievances and prevent work stoppages of employees' payrolls and permit efficient operation of the School District's Transportation Department and the protection of the interest of the taxpayers. The Union recognizes that the ability of the School District to provide wages and working conditions satisfactory to its employees is, to a large extent, dependent on the cooperation of the employees in maintaining efficient and, so far as possible, stabilized operation of the Transportation Department. In furtherance, therefore, of the above stated purposes the following is hereby agreed.

ARTICLE I UNION RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent for all Bus Drivers, McKinney Vento Drivers including represented substitutes as defined by the Public Employment Relations Commission, hereinafter referred to as the employee or substitute, in the NORTHSHORE SCHOOL DISTRICT NO. 417, except Administrators and Supervisors as defined under the Public Employees' Collective Bargaining Act, as amended.

ARTICLE II UNION MEMBERSHIP

- 2.1 The Employer shall provide the Union the names, addresses, telephone numbers, Social Security numbers, and hire dates of all new hires within thirty (30) 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 or other mutually agreed to times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.
- 2.2 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).
- 2.3 The Employer shall notify all employees and substitutes subject to this Agreement at their time of hire they have been hired into a Union represented position under a Labor Agreement administered by Teamsters Local Union No. 763.

- 2.4 Upon receipt of a written authorization individually signed by a bargaining unit employee, the Employer shall deduct from the pay of such employee the amount of dues, initiation fees, and delinquent dues and initiation fees as certified by the Union to be uniformly required as a condition of membership in the Union and shall transmit the same to the Union.
- 2.4.1 Dues deduction and initiation fee authorization by the employee shall be on a form provided by the Union and shall be in effect unless the employee terminates membership pursuant to Section 2.2 above.
- 2.5 The Union shall indemnify, defend and hold the Employer harmless against any claims made against or any suit instituted against the Employer on account of any check-off of Union dues. The Union shall refund to the Employer any amounts paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

ARTICLE III UNION RIGHTS

- 3.1 Shop Stewards - The Union may have a Shop Steward or Stewards who shall be a regular employee and shall perform his regular duties as such but shall be the Union representative on the job. In the absence of the Shop Steward, an Alternate Shop Steward may be assigned by the Union to perform the duties of Shop Steward. Neither the Shop Steward nor his/her Alternate shall be discriminated against for their actions as Union representatives. The function of the Shop Steward shall be to report to the Union Representative, meet with the employer and employees to investigate and resolve grievances at Step 1, when requested by an employee during investigatory interviews, attend negotiations, attend Labor/Management Meetings, Safety Committee Meetings, Accident Review Meetings, the August bid process as identified in Appendix B, B.1.2, and any other meetings with the Employer that the Union needs assistance with which would normally involve and/or require the Union's involvement. The accredited Union Representative shall be the only one to take up with the Employer or his representative any violation of this Agreement that reaches STEP 2 of the grievance procedure or to negotiate any changes to this Agreement. Under no circumstances shall there be any interference with the orderly processes of the Employer during working hours. Shop Stewards will be granted a reasonable amount of District approved time away from their normal driving duties in paid status for the performance of the duties identified under Article III and its sub-sections which fall during scheduled days of work.
- 3.1.1 The distribution of membership information approved by the Union during new employee training. The collection of dues when authorized by appropriate Union action; and/or
- 3.1.2 The transmission of such messages and information, which shall originate with and be authorized by the Union or it's Officers, provided such message and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.
- 3.2 Release Time Rights - In order for the employees designated as representatives of the Union or elected/appointed officer of the local or its affiliates to attend Local 763 approved conferences, meetings of the Union, lawful activities associated with Union legislative issues and conventions during work shifts, release time without pay from the District shall be made available by the District. Prior notification of such absences must be made in writing by the Union to the Human Resources Director. Such written notice must be received at least ten (10) work days prior to the anticipated absence. Release time from work under this Section will not be longer than ten (10) work days for each instance of requested release time. The Union will be responsible for reimbursing the employee pursuant to the policies and bylaws of the Union for time lost while away from work. In the

event the Employer believes the Union has made unreasonable requests under this Section, the Employer will discuss the matter with the Union and the Shop Stewards in a Labor and Management meeting.

- 3.2.1 The parties agree that while there is a shortage of replacement personnel available, such release time requests which involve more than one (1) employee may be denied in order to reasonably staff Transportation Department needs on any given day.
- 3.3 Labor Management Meetings - The Employer and the Union agree labor and management meetings are an important part of collaborative labor relations. The parties agree to schedule meetings monthly or at mutually agreeable times and locations. The parties further agree these meetings will be used to resolve differences, not as a part of the grievance procedure or a forum for collective bargaining.
- 3.4 Non-Discrimination - The Employer and the Union shall cooperate to assure that no employee or substitute is discriminated against for exercising rights under this Agreement, engaging in protected concerted activities authorized by the Union, or on the basis of age, sex, marital status, genetic information, sexual orientation including gender expression or identity, race, creed, religion, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

ARTICLE IV WORK SCHEDULES AND MINIMUM GUARANTEES

- 4.1 An "Employee" shall be defined as any individual who is employed by the employer as a relief driver or as a bus driver who drives a regularly scheduled A.M. (morning) and P.M. (afternoon) run and is required to report to the terminal each day and who is eligible to bid. Due to the rounding mechanism of time under this Agreement, there can be a period of seven (7) minutes on the front end or back end of each shift which could be paid non-worked time or unpaid work time. No employee will be asked to complete regular and/or ongoing duties which would occur during a period of unpaid work time.
- 4.1.1 Employees shall be guaranteed a minimum of two (2) hours pay for an A.M. run and a minimum of two (2) hours pay for a P.M. run, with a total minimum guarantee of four and one-half (4-1/2) hours pay per day.
- 4.1.1.2 Except for A.M./P.M. combinations described in Section 4.1, a regularly assigned route may consist of combining any two or more of the following: A.M./P.M., midday or after school activity. These additional types of combinations are subject to mutual agreement between the Employer and the Union. All employees who drive such combination routes shall be paid a minimum of four and one-half (4-1/2) hours per day.
- 4.1.2 Employees who work their full two (2) hours in the A.M. shall be allowed an extra fifteen (15) minutes warm-up time.
- 4.1.2.1 The Employer shall assign a weekly time that the bus is to be washed by the employee. If an employee cannot be assigned a time during his/her normal work day to accomplish this task, without extending their time, then the Employer shall assign additional time per week to accomplish this task.
- 4.2 A "Relief Driver" shall be defined as an employee who substitutes for an employee in the event of that employee's absence, performs other duties as assigned which include assigned duties to assist dispatch and transportation operations, and is required to report to the terminal each day. Relief Drivers may not perform supervisory duties, defined as evaluation of performance, administration of discipline, or the issuance of direct work orders. Relief Drivers are not supervisors nor are they part of the transportation management team.

- 4.2.1 Relief Drivers shall be guaranteed eight (8) hours pay per day and are scheduled to work the same number of days as all other employees. Relief Drivers shall work the designated hours of their bid and their daily work assignments, provided the Transportation Manager or designee may alter such assignments based on operational necessity but not solely to advantage a relief driver. Relief drivers will not be on the day board identified in Appendix C. However, they will be assigned driving duties that may not be completed by other employees under the terms of this Agreement.
- 4.2.2 Employees interested in a Relief Driver position shall make their availability/interest known to the Transportation Manager by the last workday of May. The position shall be filled by the most qualified employee, based upon an employee's qualifications as evidenced by the employee's work history. In the event the qualifications of the employees are substantially equal, then seniority shall determine the most qualified. An employee who is not selected may, at the employee's request, meet with the Transportation Manager (with or without a Union Representative) to receive feedback on the reasons why he or she was not selected. In addition, the employee may request a written copy of the information provided in the meeting.
- 4.2.3 Relief position vacancies shall be posted no less than two (2) weeks in advance of a desire to conduct interviews to fill a position. Upon request by the Union, the Employer will provide a confidential list of candidates to the Union. At the conclusion of the interview process, the Employer will post the names of the drivers selected for relief positions. All postings in this Section shall be located on an employee bulletin board in the hallway outside of dispatch.
- 4.2.4 Sections 4.2 through 4.2.3 will sunset effective August 31, 2022. The Employer agrees that no more than six (6) non-bargaining unit employees will be eligible to transport students in cases that there are insufficient numbers of bargaining unit members to transport students.
- 4.3 A "Substitute" shall be defined as an individual who is available to drive, but who is not required to report to the terminal each day.
- 4.3.1 Substitutes shall be guaranteed a minimum of two (2) hours pay for reporting to a work assignment.
- 4.3.2 Routes Requiring Sign Language Proficiency - Employees, in order to be eligible to bid on such routes and receive the premium pay, shall be proficient in American Sign Language and shall be tested yearly by a person qualified by the Special Education Department to evaluate proficiency in American Sign Language. Employees who are certified as proficient shall have written notification, a copy of which shall be maintained by the Employer for inspection. Employees who successfully bid on such routes shall receive additional compensation as provided for in Appendix A. Any of these routes not filled through bidding shall be assigned in reverse order of seniority to employees that meet the proficiency standard.
- 4.4 Employees assigned a Midday, Extended Day or Extra Board run shall be guaranteed a minimum of two (2) hours pay in addition to the four and one-half (4-1/2) hours guaranteed above, provided such run does not immediately precede or immediately follow a regular run.
- 4.5 The Employer shall guarantee each employee one hundred eighty (180) days work during the school year. This guarantee is intended to assure work for employees when school is in session without usual transportation and provides that the employee shall be subject to call for work on such days.

- 4.6 Employees and substitutes shall be paid for all time worked, but there shall be no extra pay for an employee until the employee has worked the total basic time he/she is regularly paid to work. This does not include field trips, breakdown time or warm-up time.
- 4.7 An employee or substitute reporting for work when the Employer fails to give at least one (1) hour notice of variance of schedule through normal channels shall be guaranteed two (2) hours pay.
- 4.8 An employee assigned an Extra Board run from the Non Student Day Board shall be guaranteed a minimum of four and one half (4.5) hours per day for a non-split shift and for a split shift the employee shall be guaranteed a minimum of five and one half (5.5) hours of pay per day.
- 4.8.1 Employees shall be guaranteed a minimum of six (6) hours pay for an Extra Board Run that has a sign-on time between 10:00 P.M. and 4:00 A.M., Sunday through Friday.
- 4.9 School bus drivers covered by this Labor Agreement are specifically exempt from Federal Department of Transportation (DOT) hours of service. The Employer and Union mutually agree it is in the best interest of driver, student, and community safety to comply with DOT hours of service as a general rule. The Parties acknowledge there may be exceptions from time to time. Concerns related to this Section shall be discussed with as much advance notice as reasonably practicable through the Labor and Management process.
- 4.10 Permanent route time changes which effect paid time off under this Agreement, shall be updated in payroll the week they become permanent as identified by the Employer within ten (10) working days, beginning November 1st.
- 4.11 Additional non-driving work offered to employees during school break periods will be offered by seniority to employees who have volunteered for such work and availability.

ARTICLE V PROBATION AND SENIORITY

- 5.1 Probationary Period - Regular employees during their first sixty (60) workdays shall be on probation. The employee, during the probationary period shall be subject to discharge, with or without just cause at anytime.
- 5.2 The Employer shall post a current seniority list of all employees in the bargaining unit covered by this Agreement which shall include each employee's most recent date of hire. An employee's seniority shall be determined by the date the employee drives the route for which they were hired. Should two (2) or more employees have the same such date then the following shall be used to determine the employee's seniority:
- a) The first day of work as a substitute and
 - b) Alphabetically by last name.
- 5.3 An employee's seniority shall be lost such that no prior period of employment shall be counted upon:
- a) Justifiable discharge;
 - b) Voluntary termination; and/or
 - c) Layoff or Leave of Absence exceeding twelve (12) continuous calendar months; and/or

- d) Medical leave or leaves exceeding twelve (12) continuous calendar months; and/or
- e) On-the-job injury exceeding twenty-four (24) continuous calendar months unless there is medical certification of an inability to return to the job of injury.

5.4 An employee on medical leave shall retain seniority as to assignment for the duration of the approved leave of absence as specified in Article IX. An employee taking an approved leave for personal reasons shall retain their seniority as to assignment for a period of up to thirty (30) workdays.

5.5 The Employer agrees to interview and give due consideration to employees in active employment as substitutes in the bargaining unit for vacant and/or newly created positions prior to interviewing other interested outside applicants. Substitutes who have driven routes with students on board shall be interviewed and given due consideration in the hiring process before interviewing and/or hiring other substitutes who have completed the training process but have yet to be assigned driving a route with students on board.

ARTICLE VI WAGES, BONUSES, AND OVERTIME

6.1 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.

6.2 Employees shall participate in the direct deposit program and will designate the participating financial institution to which their pay shall be transmitted before the first day of each month. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly paycheck rather than being on direct deposit.

6.2.1 Upon an employee's separation from employment, the employee's final pay will be automatically deposited into the financial institution on record. The employee will have access to the Employer's on-line system for viewing employee pay until the date of the final deposit.

6.2.2 The Employer will annually develop a schedule of monthly payroll periods. The number of paid days in each pay period shall be as equal as possible given the Employer's payroll processing needs and calendar restrictions that exist. Electronic time records may be viewed in the time keeping system. The District will provide new employees with payroll and timekeeping training as part of new employee orientation. For existing employees, payroll and timekeeping training which includes the opportunity for Q & A sessions may be included as part of the annual in-service in August but will occur no later than mid-October. As part of this training, the District will clarify employee options related to voluntary payroll deductions to cover medical premiums for July and August.

6.3 Overtime - Time worked in excess of forty (40) hours per week, as authorized by the Transportation Manager shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2). The same daily schedule of work shall prevail in any one week. Any time worked in excess of eight (8) hours per day shall be considered overtime.

6.4 Attendance Incentive Program - The goal of this program shall be to minimize employee absences, excluding absences for bereavement for a member of the immediate family as provided in Section 9.2.1, military duty, jury duty or one (1) day of personal leave. The missing of any portion of an A.M or P.M run shall count as one-half (1/2) day of absence. To be eligible, employees must be a permanent driver available for work on the first day of the incentive period through the final day of the incentive period. The two incentive periods:

First day of school to January 31 and February 1 to the final day of school. Eligible employees who miss one day (1) day or less in the incentive period shall receive an individual reward payment of one thousand dollars (\$1,000) payable in the February and July pay warrant. Eligible employees who miss two (2) days or less in the incentive period shall receive an individual reward payment of five hundred dollars (\$500) payable in the February and July pay warrant. The employer and the Union may agree to exceptions to these provisions in extraordinary circumstances.

- 6.5 The Attendance Incentive Program by mutual agreement between the Employer and the Union may be reviewed annually at the beginning of each school year.
- 6.6 Sick Leave Buy Back Program - The employee shall receive compensation for eligible accumulated illness, injury and emergency leave as an employee attendance incentive program in accordance with the conditions set forth within Chapter 392-136 WAC and eligible is one:
- 6.6.1 Who has accumulated greater than sixty (60) full days of illness, injury and emergency leave in a manner consistent with applicable law, policies and collectible bargaining agreements as of the end of the previous calendar year; and
- 6.6.2 Who provides written notice to the business office by January 15th of his intent to convert his excess illness, injury and emergency leave to monetary compensation.
- 6.6.3 Illness, injury and emergency days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent (25%) of an employee's current, full-time daily rate of compensation for each full day of eligible illness injury and emergency leave.
- 6.7 Wage Underpayment and Overpayment - In the underpayment of wages, the District will attempt to remedy the error as soon as possible, and in no event, later than the next payroll cycle. In the overpayment of wages to an Employee, the Employee will be required to pay back the amount of overpayment. A repayment plan may be established with the Employee for recovery of the funds over the period of time equal to the amount of overpayment or as otherwise mutually agreed. The Parties mutually agree it's in the best interest of the Employer and Employee not to cause a financial hardship when repayment of an underpayment or overpayment occurs. The Employees will access the Employer's online systems to view and/or print their Leave and Earning Statements.

ARTICLE VII HOLIDAYS

- 7.1 Employees shall be given the following holidays:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two (2) workdays after Christmas Day
New Year's Day
President's Day
Martin Luther King, Jr.'s Birthday
Memorial Day
*Juneteenth
*4th of July

*Juneteenth is a paid holiday under this Agreement for employees if the student school year is still in session.

*4th of July is a paid Holiday under this Agreement for employees who have Summer School routes that begin prior to the 4th of July.

- 7.1.1 When Christmas Day or New Year's Day fall on Saturday or Sunday, either the preceding Friday or the Monday following shall be given as a holiday; provided however, if school is in session on the Friday preceding or the Monday following, an additional day of vacation shall be given.
- 7.2 Holidays set forth above shall be honored on those dates designated by the Superintendent.
- 7.3 All employees shall be paid for all such holidays at their regular rate of pay regardless of which day of the week the holiday shall fall.
- 7.4 If any work is perform by such employees on the afore-referenced holidays, additional compensation at one and one-half (1-1/2) times their regular hourly rate shall be paid.
- 7.5 No employee shall be called on such holiday for less than four and one half (4.5) hours.
- 7.6 Employees who do not work on such holidays shall be paid for such holidays at their regular straight-time hourly rate of pay, provided that:
 - 7.6.1 The employee shall not be on a leave of absence;
 - 7.6.2 The employee shall have reported and worked as scheduled on the employees' last regularly scheduled workday immediately preceding and the employee's regularly scheduled workday immediately following the holiday, except for absences due to bereavement leave, emergency leave, jury duty leave, personal illness, or when the employee is in paid leave status.
 - 7.6.3 If an employee fails to report to work on the employee's last regularly scheduled workday immediately preceding or the employee's regularly scheduled workday immediately following the holiday for absence due to personal illness, the Employer may require a doctor's certificate be submitted as proof of illness.
- 7.7 All employees shall receive payment for each holiday based on his regular number of daily working hours. This shall be the current scale for A.M. and P.M. run or A.M., P.M. and Midday or other regularly assigned runs or regularly assigned work shifts.

ARTICLE VIII VACATIONS

- 8.1 In the event the Employer creates eleven (11) and twelve (12) month positions (exclusive of summer school and optional summer work assignments), the Employer and the Union shall negotiate the subject of vacation for such positions, prior to implementing said work schedules.

ARTICLE IX LEAVES

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

- 9.1 Illness, Injury and Emergency Leaves - At the beginning of each work year, each full-time employee shall be credited with ninety-six (96) hours of illness, injury and emergency leave, which shall accumulate from year-to-year up to one hundred eighty (180) days and such accumulated leave may be taken at any time during the year.
- 9.1.1 At the beginning of each work year, employees that are less than full-time shall be credited with a pro-rated amount of illness, injury and emergency leave consistent with their current status of employment. Changes to route hours which affect accrual of paid leave under this Section shall be communicated to the employee in writing in the payroll period of the paid leave accrual adjustment.
- 9.1.2 Each employee may utilize illness, injury and emergency leave according to the following provisions:
- 9.1.2.1 The Employer may require an employee using illness or injury leave to provide the Employer with a health care provider verification when such leave is in excess of five (5) working days or would put the employee into unpaid status or would continue an employee in unpaid status. Failure upon demand to provide the Employer with said certificate or statement may result in a loss of paid leave for the absence under this Article.
- 9.1.2.2 Health Leave - When illness, injury and emergency leave has been exhausted, upon written request to the District's Human Resources department, supported by a physician's or other medical practitioner's certificate, an employee will be granted a non-compensated leave of absence for the necessary period (not to exceed twelve (12) months) of recovery from an illness, injury, or other disability provided such illness, injury, or other disability precludes the employee from performing the required duties of the job. Family and Medical Leave shall be provided consistent with state and federal law.
- 9.1.2.3 Any employee who resigns for any reason other than retirement shall lose the benefit of any accumulated illness, injury and emergency leave, except as provided by law.
- 9.1.2.4 Employees working less than an eight (8) hour day shall draw benefits on the same rate per day as their current assignment.
- 9.1.2.5 Employees shall notify the Transportation Department cell phone via text or voicemail by 5:00 AM on the day of the absence. Employees must also send to the designated email address one (1) hour prior to their report time. (One hour or more for the PM shift) The email to include Driver's name, bus number, leave to be utilized, duration of absence, coverage for extra assignment, changes in route. In the event email connectivity is not available, the same information can be submitted to the Transportation Department cell phone via text or voicemail. Failure to make such notification may result in loss of that day's pay. For those employees who will be absent for more than one (1) workday, there is a daily requirement to notify dispatch during business hours (5:00AM – 4:00PM) of one's availability to work the following workday unless otherwise directed by a Supervisor. Contact with Dispatch may be via email, text, voicemail, or person to person conversation. Drivers absent for three (3) or more days must complete a leave request form with HR so that HR can take the necessary steps to determine what form(s) of paid or unpaid leave is needed.
- 9.1.3 Accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one (1) or more of the following purposes:
- 9.1.3.1 Serious illness or injury in employee's the immediate family or household;

- 9.1.3.2 Birth of a male employee's child;
- 9.1.3.3 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health or family safety; or
- 9.1.3.4 Additional bereavement leave.
- 9.1.4 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.
- 9.1.5 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 9.1.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis of employee entering service during the year.
- 9.1.7 Unauthorized use of illness, injury and emergency leave by an employee shall constitute probable cause for disciplinary action.
- 9.2 Bereavement Leave (non-accumulative) - Employees shall be allowed paid bereavement leave to make arrangements for and/or attend a funeral according to the following schedule:
 - 9.2.1 Five (5) workdays for the death of the employee's mother, father, spouse, domestic partner, child, brother, sister, or others living in the same immediate household.
 - 9.2.2 Three (3) workdays for the death of the employee's brother/sister-in-law, father/mother-in-law, son/daughter-in-law, grandparent and grandchild.
 - 9.2.3 One (1) workday annually to attend any other funeral.
- 9.3 Personal Leave - The Employer shall allocate to each employee two (2) days with pay of personal leave. Unused personal leave days may accumulate up to a maximum of six (6) days in any one year. An employee may take personal leave during the year, but only up to the total number of days of his/her accumulated total.
 - 9.3.1 The Employer will make all reasonable attempts to allow no less than three (3) employees off on paid personal leave on any given day which would be a paid working day for that employee. Whenever possible, an employee desiring to take personal leave shall submit a written request to the Transportation Manager, or in their absence the designee, at least five (5) workdays prior to the requested start of the leave, and no more than six (6) months in advance. Approval and/or denial shall be in writing to the affected driver within two (2) workdays of the submitted written request. Written requests for personal leave may be initiated via direct email communication to the Transportation Manager with follow up on the Personal Leave Request form being completed as soon as reasonably practicable. Personal leave will be granted on a first come first served basis, with seniority serving as a tie breaker for requests received on the same day (12:00 am to 11:59 pm).
 - 9.3.1.1 Each July, employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30th and that the employee provides written notice to the Payroll Office by June 30 of his or her intent to convert his or her accumulated personal leave to monetary compensation.

- 9.3.1.2 For eligible employees electing monetary compensation, the personal leave balance as of June 30th or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of the Step 1 hourly rate of pay. All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.
- 9.3.1.3 The term "basic rate" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay, premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- 9.3.1.4 PERS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the two (2) years of service used to calculate retirement. If an employee retiring under Plan I receives personal leave monetary compensation during the two (2) years of service used to calculate retirement, the Employer shall deduct the amount from the employee's final pay.
- 9.3.2 Personal leave may be used for personal matters or to attend work-related, but voluntary, conferences or workshops. Personal leave may be used to extend a break period or holiday weekend on a first come first served basis provided sufficient staffing exists.
- 9.3.3 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. An employee may also use personal leave for such purposes.
- 9.4 Leave of Absence - A leave of absence may be granted to an employee under the following conditions:
- a) The request shall be made in writing;
 - b) The Leave of Absence shall be granted for emergency or personal reasons acceptable to the Employer;
 - c) The Leave of Absence shall not exceed twelve (12) months;
 - d) The Employer shall make every effort to provide employment upon the return of the employee.
- 9.4.1 In no event shall a single leave of absence or combination of leaves of absence be longer than a total of twelve (12) months; provided however, in the event the leave of absence is for industrial illness or injury, the leave of absence may be extended as needed up to an additional twelve (12) months pursuant to Section 5.3(e).
- 9.4.1.1 Employees shall not be granted a leave of absence to take other employment.
- 9.5 Jury Duty Leave - The Employer shall grant leave with pay for jury duty. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 9.6 Military Leave - The Employer shall grant leave without pay to employees for federal military service when the employee is ordered to active duty and in accordance with federal law.
- 9.7 Childbirth/Childrearing/Adoption Leave - Employees shall be granted leave without pay for the purposes of childbirth and/or child rearing according to the following provisions:

- 9.7.1 An employee requesting leave for childbirth shall give written notice as far in advance as possible but in no event less than six (6) weeks in advance to the Director of Human Resources. The written request for such leave shall include, (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin, (3) the estimated date childbirth leave is to begin.
- 9.7.2 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, the employee's work or health is in any way impaired.
- 9.7.3 Sick leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) work days following childbirth unless the employee's physician certifies that the employee is unable to perform the normal duties as an employee. Childbirth leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.
- 9.7.4 Childbirth leave may be extended until the beginning of the school year following birth of the child, but shall not exceed twelve (12) months.
- 9.7.5 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the date such leave is requested to begin. In emergent situations, this provision shall be waived.
- 9.7.6 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee's immediate supervisor and the Director of Human Resources mutually agree.
- 9.7.7 An employee may apply for child rearing leave to care for children of any age under the provisions of Leave of Absence.
- 9.8 Employees on leave under this Article may continue their insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.
- 9.9 The Employer will post on the Transportation Department bulletin board outside of dispatch requests for shared leave.

ARTICLE X HEALTH AND WELFARE

- 10.1 The Employer and the Union agree Article X, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.
- 10.2 Other Insurance Programs - The Employer shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 10.3 Retirement Program - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement System (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The Employer shall provide each new employee information concerning PERS or SERS membership benefits.

- 10.4 Employer Benefits Committee - The Employer shall provide opportunities for employee groups to communicate on insurance matters with representation on the Employer Benefits Committee.
- 10.5 Tax Deferred Annuities - The Board of Directors for the Employer shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the Union shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.
- 10.6 VEBA - The Employer and Union will participate annually subject to a vote of the employees in the Voluntary Employee Benefit Account (VEBA) for eligible employees retiring or separating from service between September 1 and August 31 of each year.
- 10.7 Deferred Compensation Plan - In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

ARTICLE XI MISCELLANEOUS

- 11.1 Accident Review Committee - The Employer shall recognize the Accident Review Committee, which shall be comprised of members of the bargaining unit and members appointed by the Transportation Manager. The Union may appoint three (3) members and the Transportation Manager may appoint three (3) members to serve on the Committee which will not include the Transportation Manager. The purpose of the Accident Review Committee shall be to judge the preventability or non-preventability of accidents and submit their findings to the Transportation Manager. A shop steward shall be allowed to attend all hearings as an observer.
- 11.1.1 The Accident Review Committee shall meet within ten (10) workdays of an accident, giving the employee involved every opportunity to be present and present the facts as he sees them. The Committee shall notify the employee and the Transportation Manager of their findings in writing within five (5) workdays of their meeting. An employee may waive the hearing if he/she feels his/her accident is chargeable.
- 11.1.2 In the event that an employee disagrees with the findings of the Committee, he/she may file a written appeal with the Transportation Manager for an additional hearing to present new evidence or clarify any misunderstanding of the facts within five (5) workdays of notification of the findings.
- 11.1.3 Within ten (10) workdays there shall be an appeal hearing with the employee present. Failure to appear at the appeal hearing shall constitute forfeiture of all rights of the employee regarding the Committee's findings.
- 11.1.4 Nothing herein shall prohibit an employee from utilizing the Grievance Procedure in the event an employee disagrees with any disciplinary action taken by the Employer due to an accident.

- 11.2 Employees attending Employer meetings, outside the normal route schedule, or other required Employer activities shall receive a minimum of one (1) hour of pay at their regular hourly rate of pay in those instances where the meeting or other Employer activity does not immediately precede or immediately follow the Employer's assignment. The employee shall submit a written request for any additional time beyond the one (1) hour to the Transportation Manager upon their return to work.
- 11.2.1 In-service training shall occur annually during the third (3rd) full week of August. This training opportunity shall total at least eight (8) hours. In addition, bus drivers shall be guaranteed a minimum of three point five (3.5) hours pay for route preparation prior to the regular school year. Additional time must be preapproved by the Transportation Manager or designee. The Union has the right to suggest topics for the in-service training program through a designated representative to work with the Employer in the development of the training programs.
- 11.3 An employee shall be paid for breakdown time at his regular straight-time hourly rate of pay as long as he is required to remain with his/her bus.
- 11.3.1 In emergency situations due to inclement weather, road closures or the like which prevents the completion of the trip as scheduled, employees shall be compensated for actual time worked (driving time, standby time, time spent on other assigned duties and does not include meal time, sleeping time and other off duty time). In addition the Employer shall reimburse the employee for room and board expenses consistent with Board policy unless circumstances dictate otherwise.
- 11.4 Employees failing to report to work by their regular reporting time may be subject to forfeiture of that day's pay.
- 11.5 In the event a double shift is necessary, the Employer and the Union shall meet and discuss compensation.
- 11.6 Rules and Regulations for administering regular school bus driving assignments shall be as set forth within Appendix "B" to this Agreement.
- 11.7 Rules and Regulations for Board assignments shall be as set forth within Appendix "C" to this Agreement.
- 11.8 Bus, van and/or car work orders for repairs shall be completed using the Employer's work order system with status reports available to employees with an explanation of what action, if any, was taken, with exception of concerns listed on the shop clipboard.
- 11.9 Amongst those Employer owned vehicles other than school buses, there shall be no more than fifteen (15) vans utilized for field trips or extra curricular trips.
- 11.9.1 The following restrictions shall govern the use of the vans utilized for field trips or extra curricular trips:
- a) The vans shall be used only for high school (grades 10 through 12) level activities; and
 - b) The vans shall not be used for those program work assignments that have historically been assigned to bargaining unit members.

- 11.10 The Employer and the Union agree that a joint committee (two (2) Union and two (2) management) shall meet to review and make recommendations as to the existing appearance/safety standards. The Transportation Manager shall incorporate joint recommendations and establish a dress code for employees.
- 11.10.1 Such committee shall monitor appearance and safety issues revised by the code and counsel employees who are found by the appointees to be in violation of the code. Failure of an employee to conform to the appointees' recommendations may result in the Transportation Manager taking corrective action against the employee in violation.
- 11.11 Employee Reassignment - By mutual agreement of the Employer and the Union, an employee may be removed from their route for valid reasons and given another route with the same number of hours. Such plan may involve the swapping of routes.
- 11.11.1 An employee who is reassigned to another route/position shall receive the hourly rate for the new position.
- 11.12 The Employer shall maintain an inventory of all cleaning and safety supplies.
- 11.13 Random, reasonable suspicion, and post accident drug and alcohol testing shall be conducted pursuant to State and Federal Law.
- 11.13.1 Provided staffing allows for route coverage, random drug and alcohol testing can occur during regular route hours. Random drug and alcohol testing will not occur after the clock out time at the end of the workday of the affected Employee(s). In all cases of drug and alcohol testing (random, reasonable suspicion, and post-accident) employees will remain in paid status portal to portal with no less than one (1) hour of compensation.
- 11.14 Physical exams which are a requirement to maintain a CDL shall be paid for one exam per year by the Employer. Employees may choose to complete physical exams on their own time and at their own expense. In those cases, the Employer will reimburse the employee one (1) time per year up to the amount the Employer would have been charged for the exam by a contracted provider.
- 11.15 The District uses a GPS and video recording system on District owned vehicles and worksites as part of its student transportation services.
- The primary purpose of these systems is for monitoring of the safety, security, and location of students, staff in District owned vehicles. Additionally, GPS is a means to verify information obtained during an investigation process, and assist the dispatching, routing, assignment of work and support the My Stop App. The purpose of these systems is not to monitor employee performance for disciplinary action.
- If an employee discipline matter occurs, the District will follow the terms and conditions of the collective bargaining agreement (Article XII). The District agrees to maintain a log to document when these systems are viewed related to personnel matters.

ARTICLE XII DISCIPLINE AND SEVERANCE OF EMPLOYMENT

- 12.1 Layoffs - When forces are reduced due to lack of work, employees shall be taken off work in reverse order of their seniority.
- 12.2 Resignation - Any employee who terminates without giving the Employer a two (2) weeks notice shall forfeit any earned and accrued vacation pay.

- 12.3 Discipline or Discharge - The Employer shall not discipline an employee without just cause. 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) and/or any other type conduct of a parallel magnitude.
- 12.3.1 The Employer shall give at least one (1) written notice of complaint before suspending or discharging employees, except for just cause stated above. A copy of the written notice of complaint shall remain in effect for a period of one (1) year from the date of said warning notice, except when written notice of complaint is concerning a preventable accident it shall remain in effect for a period of two (2) years. Warning letters, to be considered as valid, must be issued within ten (10) workdays after knowledge by the Employer of the violation claimed by the Employer in such warning letter.
- 12.4 Intent to discharge or suspend must be with proper written notice to the employee and the Union, affected within ten (10) workdays after knowledge by the Employer of the violation claimed by the Employer as the basis for discharge or suspension.

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 Purpose - The purpose of this Article shall be to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes involving the interpretation and application of this Agreement; or the interpretation and application of the Employer's policy, rules and regulation as they directly affect bargaining unit employee's wages, hours, and working conditions.
- 13.2 Definition - A grievance shall be defined as an alleged violation or misapplication of a specific Article or Section of this Agreement or an alleged violation or misapplication of a specific Employer policy, rule or regulation as they directly affect bargaining unit employees' wages, hours, and working conditions.
- 13.3 Procedure - An employee, a group of employees or the Union may initiate a grievance and such grievance shall be processed in the following manner:
- 13.3.1 STEP ONE - A grievance shall first be taken up by the employee and the Shop Steward with the Transportation Manager. No grievance shall be considered as valid unless it is discussed with Transportation Manager within fifteen (15) workdays of its occurrence unless circumstances beyond the control of the aggrieved party prevents its submission within such period. The employee and shop steward shall schedule a meeting to verbally present to the Transportation Manager the following:
- a) The nature of the grievance;
 - b) The Article or Section to have been violated; and
 - c) The remedy sought.

- 13.3.2 STEP TWO - If no settlement is reached by the employee, the shop steward and the Transportation Manager within fifteen (15) workdays of the Step One meeting, the Union shall reduce the grievance to writing within an additional five (5) workdays and forward it to the Director of Support Services for resolution.
- 13.3.3 STEP THREE - If no settlement is reached at Step Two within fifteen (15) workdays of the conclusion of the Step Two meeting, the Union shall advance the Step Two written grievance to Step Three within an additional five (5) workdays and forward it to Employer's Human Resource Director for resolution.
- 13.3.4 STEP FOUR - In the event the Union and the Employer are unable to resolve the grievance in a timely manner, the Union and the Employer shall call in an impartial arbitrator agreeable to both parties in accordance with the following procedure.
- 13.3.4.1 The grievance shall then be submitted to an Arbitration Committee comprised of one (1) representative from the Employer, one (1) representative from the Union and a third (3rd) chosen by these two (2).
- 13.3.4.2 The Employer and the Union shall appoint their respective representative to the Arbitration Committee within fifteen (15) workdays of receipt of the grievance from Step Two. If the two (2) representatives are unable to agree on a third (3rd) member within a reasonable period of time of their appointment to the committee, then the Public Employment Relations Commission shall appoint the third (3rd) member.
- 13.3.4.3 Any expense connected with such arbitration shall be borne equally by the Union and the Employer, except that each party shall bear the cost of presenting its own case. The decision of the Arbitration Committee shall be final and binding on the parties hereto. The Arbitration Committee shall not have the power to negotiate new Agreements nor change the provisions of this Agreement.
- 13.4 A grievance hearing in the interest of a majority of the employees in the bargaining unit shall be reduce to writing by the Union and may be introduced as Step Two of the grievance procedure and processed within the time limits set forth therein.

ARTICLE XIV NO STRIKE, NO LOCKOUTS

- 14.1 During the life of this Agreement, no strikes or work stoppages shall be caused or sanctioned by the Union and no lockouts shall be entered upon by the Employer.
- 14.2 Any employee who commits any act prohibited in this Article shall be subject in accordance with the Employer's work rules to discharge, suspension or other disciplinary action.

ARTICLE XV MANAGEMENT RIGHTS

- 15.1 Management of the business of the Employer and the direction of the Employer's personnel including the right to hire, transfer, discipline or discharge for just cause, subject to the terms of this Agreement and applicable law is the exclusive responsibility of the Employer. During the term of this Agreement, the Employer agrees not to hire individuals or otherwise sub-contract out work when to do so would result in a reduction of regular unit positions.

ARTICLE XVI SEVERABILITY

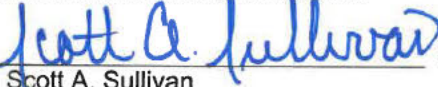
- 16.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In such event and upon request by either party, the parties shall meet for renegotiation of such invalid provisions of the purpose of adequate and lawful replacement thereof.

ARTICLE XVII DURATION

- 17.1 This Agreement shall be effective on September 01, 2021 until August 31, 2024, and shall remain in full force and effect from year-to-year thereafter unless either party to this Agreement serves notice as provided herein.
- 17.2 At least sixty (60) days prior to the expiration date of this Agreement, the Union or the Employer shall have the right to open this Agreement for purposes of negotiations.
- 17.3 Notwithstanding the provisions of Section 17.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all terms and provisions of this Agreement shall continue until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days written notice of its intent to terminate the existing Agreement. Serving written notice shall evidence the party's compliance with statutory requirements as to separate and specific termination dates subsequent to this Agreement's expiration date.

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

By



By

Scott A. Sullivan
Secretary-Treasurer

NORTHSHORE SCHOOL DISTRICT NO. 417



Dr. Michelle Reid
Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by
the District's Board of Directors at its meeting
on December 13, 2021.

Date

12-20-21

Date

12/15/21

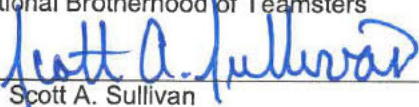
APPENDIX "A"
to the
A G R E E M E N T
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
September 01, 2021 through August 31, 2024

THIS APPENDIX is supplemental to the AGREEMENT by and between NORTHSHORE SCHOOL DISTRICT NO. 417, 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 The following constitutes those wages to be paid for work performed by employees and substitutes while in the continuous employment in the Transportation Department of the Employer effective as of September 01, 2021:
- | | | |
|--------|--|---------|
| Step 1 | 1st – 5th year employees | \$30.28 |
| Step 2 | 6th - 11th year employees | \$31.53 |
| Step 3 | 12 th – 17 th year employees | \$32.17 |
| Step 4 | 18 th year and above employees | \$32.86 |
- *McKinney-Vento drivers shall be paid eighty-five percent (85%) of the wage scale above.
- A.2 Effective September 1, 2022 and 2023, Steps 1 through 4 shall increase by the inflationary adjustment as allocated and funded by the State Legislature for K-12 classified employees, plus and additional one point five percent (1.5%).
- A.3 One (1) year's credit shall not be less than ninety (90) working days.
- A.4 Employees shall be paid their step increments.
- A.5 Regularly scheduled employees of out of District routes for hearing impaired students shall be paid thirty cents (30¢) per hour in addition to their regular rate of pay. Relief Drivers shall be paid fifty cents (50¢) per hour in addition to their regular rate of pay.
- A.6 Unless otherwise permitted by law, employees who voluntarily terminate, but return to work within twelve (12) months from their termination date, shall be placed on the same step on the wage schedule contained in Section A.1 that they occupied before the termination.


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

By


Scott A. Sullivan
Secretary-Treasurer

By

NORTHSHORE SCHOOL DISTRICT NO. 417


Dr. Michelle Reid
Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by
the District's Board of Directors at its meeting
on December 13, 2021.

Date

12-20-21

Date

12/15/24

APPENDIX "B"
to the
A G R E E M E N T
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
September 01, 2021 through August 31, 2024

THIS APPENDIX is supplemental to the AGREEMENT by and between NORTHSHORE SCHOOL DISTRICT NO. 417, 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 Bidding for A.M./P.M. routes and optional routes will take place during the third (3rd) full week of August based on the bid schedule created in collaboration with the Union's Shop Stewards for driving assignments for the next school year. Route books with as much information known at the time will be made available on the Monday prior to bid day and are subject to change. Bid sheets will include anticipated reporting and ending times, anticipated schools, and route numbers for regular runs and shuttles. By its reference, the schedule shall be considered supplemental to this Agreement and therefore shall become part of this Agreement. In the event drivers elect to conduct work related to route preparation, said work shall be allowed before, before and after, or after their scheduled bid time. An employee who fails to execute a bid in person or by written proxy through his/her shop steward shall not be able to displace or bump a less senior employee from his/her properly executed bid.
 - B.1.1 The Employer shall post the list of vacant buses assigned by the pool to the employees on bid day. The employees shall have the opportunity to select a bus within the pool that meets the requirements for the route that was bid. If the student needs on a route change during the year, the bus assigned to the route may need to change or be modified. The District agrees to work with the driver originally assigned to that route to find a mutually agreeable solution.
 - B.1.2 For the purpose of monitoring and assisting the employer with the bid process which includes but is not limited to, answering questions, and addressing issues and problems as they arise, the employer shall pay up to eight (8) hours in total to each Shop Steward up to a maximum of three (3) Shop Stewards.
 - B.2 The Employer shall arrange the various runs that are known to be reoccurring on a scheduled basis into routes. These regular routes shall be posted for five (5) business days with the amount of hours and the group of buses available for the routes. Employees shall, as scheduled, be permitted on the basis of seniority to select their preferred regular route for the school year. Any regular route left un-bid after bidding is completed shall be assigned.
 - B.3 The Employer shall make available for bidding optional routes (Midday routes and regularly occurring Extended Day routes) so that employees will have the opportunity to schedule up to eight (8) hours of work per work day of regular and optional routes. Any optional routes left un-bid after bidding is completed shall be assigned. In the event that the bus bid by an employee for his/her A.M./P.M. route is not available for an optional route, the Employer may assign a bus for the optional routes.

- B.3.1 Shuttles and extra runs may be assigned to employees in the general proximity of the assignment and continuing with (no layover) the employee's regular route times. If the addition of these shuttles increase the route time by thirty (30) minutes or more such shuttles shall be placed up for bid in accordance with Section B.5.
- B.3.2 The starting and quitting time of routes may be changed by no more than sixty (60) minutes per day. No more than thirty (30) minutes prior to the AM route clock in time and/or thirty (30) minutes at the end of the last scheduled route per day.
- B.3.3 Shop Stewards shall have access to the Transportation Route Bid Book to view all bid information. Drivers will receive written notification to route time changes under Sections B.3.1 and B.3.2.
- B.4 Once employees have selected their routes, they shall remain on their routes for the school year. Provided however, when a route becomes available an employee may bid on the available route. Available routes shall be assigned on the basis of seniority to an eligible employee who bid. A route left unbid after bidding is complete shall be assigned by the Employer.
- B.4.1 When a route becomes available and is open for bid, the route of the employee taking the bid shall also be put up for bid. After the second employee has selected the vacant route, the route of the second employee shall be assigned by the Employer.
- B.4.2 The employee shall be limited to one (1) additional bid, in addition to their original bid, that would enable them to decrease their daily hours on their A.M./P.M. routes and/or on a route with an equal number of hours once per school year. The employee shall be unrestricted in their ability to bid on a route that would increase their daily hours on their A.M./P.M. routes.
- B.4.3 Any other route that becomes available may be bid on.
- B.5 Regular routes and optional routes that become available after the annual bid closing date shall be posted for at least three (3) business days within ten (10) business days of their creation or on the first day of school. A vacancy shall not be created by a temporary duty assignment change. Employees, in order to become eligible, shall sign for the route during the posted time period. The route shall be awarded to the senior eligible employee.
- B.5.1 A "Temporary Duty Assignment" is an assignment lasting for less than thirty (30) school days such as swim shuttles, restaurant and hospitality, and health occupation runs (excluding Harborview runs). Temporary duty assignments shall be offered to eligible employees on the basis of seniority.
- B.5.2 An "Eligible Employee" for purposes of temporary duty assignment bidding shall be one whose regular route takes the employee in the general proximity for the temporary duty assignment, and the temporary duty assignment would be contiguous with the employee's regular route times. An employee may be ineligible if a layover would occur between the regular route and the temporary duty assignment.
- B.5.3 During the annual August bid identified in Section B.1 and on an as needed basis, the Employer may have up to five (5) regularly scheduled AM/PM routes which are designated as "floater routes" which will not have predetermined schools, students, or vehicle types. Should the Employer choose to post and fill floater routes, said drivers shall be paid pursuant to Appendix A, A.5 (Relief Drivers).

- B.6 Summer school routes for purposes of assigning the work only shall be bid in the same manner as B.5.
- B.6.1 Employees performing Summer School runs shall receive their hourly rate of pay as provided for in Appendix "A" and shall have a guarantee of hours as provided for in Section 4.1.1.2.
- B.6.2 Employees performing Summer School runs as the result of bidding and being awarded such shall, during the term of Summer School, be only eligible for paid leave as provided for in this Section. During the term of Summer School, an employee awarded a Summer School route which are scheduled for fifteen (15) days or more shall be able to take up to a maximum total of two (2) days of paid leave, deducted from the employee's accrued but unused illness, injury and emergency leave account balance as provided for in Article IX, Leaves, Section 9.1 through Section 9.1.7.
- B.6.3 During Summer School, drivers with routes that are scheduled for fifteen (15) or less days are allowed to use one (1) personal leave day during this period as provided for in Article IX, Leaves, Section 9.3 through 9.3.3.
- B.7 Any employee assigned routes shall be guaranteed for the number of posted hours and days as specified on the bid.
- B.8 An employee replacing the regularly assigned employee on an optional route shall remain on that run until the regular driver returns to duty or until a run becomes available on a permanent basis for which he/she is eligible. When the absence of the regularly assigned employee exceeds thirty (30) calendar days, the optional route shall be posted on a temporary basis pursuant to Section B.5.

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

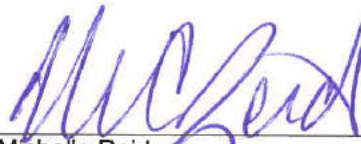
By



Scott A. Sullivan
Secretary-Treasurer

By

NORTHSHORE SCHOOL DISTRICT NO. 417



Dr. Michelle Reid
Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by
the District's Board of Directors at its meeting
on December 13, 2021.

Date

12-20-21

Date

12/15/21

APPENDIX "C"
to the
A G R E E M E N T
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2021 through August 31, 2024

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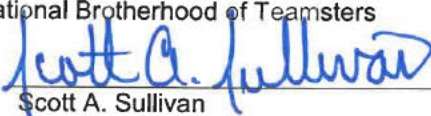
- C. The following constitutes those rules, regulations and procedures for administering Board assignments:
 - C.1 Regularly scheduled daily school bus runs shall supersede all other trip assignments for all employees, except when a trip is scheduled to run six and one-half (6.5) or more hours plus and additional thirty (30) minutes to cover the pre/post trip duties excluding split trips, and such run would conflict with all regularly scheduled routes, assignment of the trip shall be from the appropriate board list. These trips will be in place of daily bid hours. The Union and the District agrees to collaborate to ensure good faith estimates of trip assignment length.
 - C.2 Separate rotation lists shall be posted for viewing and maintained daily for the Day Board, the Midday Board, the Night Board, and the Non-Student Day Board. Final assignments shall be made available electronically on a daily basis.
 - C.2.1 All employees who have worked at least 810 hours (including substitute employment) shall be eligible for Board trips.
 - C.2.2 Those eligible employees who desire Day Board, Night Board, and/or Non-Student Day Board trips shall indicate their availability in writing at the time of the annual bid for the employee's regular route. The Day Board shall remain in effect until the day following the last school day of the school year. The Non-Student Day Board shall stay in effect until the day before the first day of school for students.
 - C.2.3 Employees with regularly assigned Midday runs are ineligible for Day Board trips except on a day they are not scheduled to do their regular routes. Employees with regularly assigned Extended Day runs may sign up for Night Board, Non-Student Day Board, Day Board and Midday Board trips.
 - C.2.3.1 An employee may not subcontract any type of work to another employee (i.e.: field trips or midday runs etc.)
 - C.3 Board trips shall be assigned by seniority rotation amongst those employees who have indicated their availability. The dispatcher may assign Board trips out of rotation when hours, location of bus and load size would not warrant, in his/her discretion, assignment of the trip. An employee so bypassed shall be assigned the next available trip compatible with his hours, location and load size.

- C.3.1 An employee who is absent the day of his Board trip shall wait until his/her name comes again in regular rotation.
- C.3.2 Except for approved Personal Leave, an employee shall lose his/her eligibility for taking a Day Board trip if he/she fails to work his/her full regularly assigned shift the day before the trip and the A.M. run the day of the trip.
- C.3.3 Except for approved Personal Leave, an employee shall lose his/her eligibility for taking a Night and Non-Student Day Board trip if he/she fails to work his/her full regularly assigned shift the day of the trip and the day before on a trip assigned from the Non-Student Day Board.
- C.4 Employees shall be given at least five (5) working days notice of a Board trip, when possible.
- C.4.1 An employee who refuses three (3) Day Board trips or three (3) Night or Non-Student Day Board trips when given five (5) working days notice shall be removed from that board for the remainder of the school year.
- C.4.2 An employee's inability to take a Board trip shall not be counted as refusal under the following conditions:
- a) Illness or emergency;
 - b) Insufficient notice by the Employer (less than five (5) working days);
 - c) Written notice in advance of non-availability (7 days);
 - d) Employer scheduling.
- C.4.3 An employee shall not lose his/her turn in rotation while attending Employer-recognized committee meeting and training session.
- C.5 Board trips once assigned will be maintained in a log book by Dispatch and kept available to the employees in the work room. If a trip assignment is turned in, the log book will be updated by Dispatch.
- C.6 Ski Runs – In the event the Employer establishes a ski-school for its students or provides transportation support services to a non-district entity for ski-school purposes, the parties, after timely written notice from the Employer, shall meet to negotiate over any bargaining unit work involved.
- C.7 If an emergency necessitates variations from the above rules and regulations, the Transportation Manager or his/her authorized representative shall assign employees to meet the need of the District. Said discretionary assignment(s) shall not be arbitrary or capricious and shall be made in consultation with the Shop Stewards.
- C.8 Overnight Trips - Overnight trips shall be assigned according to seniority in rotation amongst those eligible employees indicating their availability for such overnight trips and whose regular assignment would not conflict with the overnight trip.
- C.8.1 When there is more than one (1) overnight trip scheduled for the same week, those eligible employees in rotation may select trips in seniority order. When such assigned overnight trip is cancelled, with twenty-four (24) hours or more prior notice from the scheduled start time, the assigned employee of the cancelled trip may bump the least senior employee assigned to an overnight trip.

- C.8.2 Overnight trips shall be posted by the Dispatcher a minimum of three (3) working days prior to the trip.
- C.8.3 Employees shall be compensated for actual time worked, (this includes driving time, standby time, time spent on other duties and would not include meal time, sleeping time and other off duty time).
- C.8.4 In addition to his/her regular compensation, employees shall be reimbursed for reasonable actual room and board expenses as provided by Board Policy. Employees will not be expected to share rooms.
- C.8.5 It shall be the Employer's responsibility to see that accommodations have been reserved for the employee at the destination. If the employee is unable to keep the reserved accommodation, it shall be the employee responsibility to cancel the reservation(s). Any financial costs charged to the Employer as a result of the employee(s) not canceling the reservation(s) in a timely manner shall be borne by the employee(s); provided however, the employee shall not be required to bear such costs when such reservations could not be kept through no fault of the employee(s). In the event this occurs, the employee(s) shall fully report in writing, within five (5) days of his/her return, the circumstances surrounding the situation.
- C.8.6 Employees shall be issued, prior to an overnight trip, an Employer credit card to cover anticipated refueling costs during the trip.
- C.8.7 Employees who refuse to accept two (2) overnight trips in his/her rotation shall be removed from the Overnight Board for the remainder of the school year.
- C.8.8 If no eligible employee accepts an overnight trip two (2) days prior to the trip, the dispatcher shall be free to assign the trip to another employee.
- C.8.9 The Employer shall make school staff aware of the Employer's ability to be competitive with outside sources for overnight trips.


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

By


Scott A. Sullivan
Secretary-Treasurer

By

NORTHSHORE SCHOOL DISTRICT NO. 417


Dr. Michelle Reid
Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by
the District's Board of Directors at its meeting
on December 13, 2021.

Date

12.20.21

Date

12/15/21

LETTER OF AGREEMENT
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2021 through August 31, 2024

THIS LETTER OF AGREEMENT regarding MCKINNEY VENTO DRIVERS is supplemental to the COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as the Agreement, by and between NORTHSHORE SCHOOL DISTRICT NO. 417, 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.

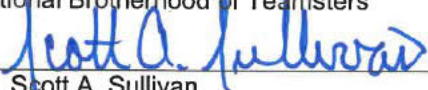
The Employer and the Union agree to the following regarding the employment of individuals (McKinney-Vento drivers) to drive passenger vehicles to transport students subject to the McKinney-Vento Homeless Assistance Act and the use of those same drivers to assist the Transportation Department with student monitoring on buses:

1. McKinney-Vento drivers shall be compensated at 85% of the bus driver scale contained in Appendix A of the Agreement.
2. McKinney-Vento drivers shall select initial work (August/September) on a seniority basis as it becomes available. Assignment of driving work will not be subject to the Article IV or Appendix B of the Agreement. Assignment of bus monitoring work will be offered to McKinney-Vento drivers by seniority and assigned by inverse seniority. Provided there are McKinney-Vento or Bus drivers available to do bus monitoring work (without reverse seniority assignment) previously selected or assigned work may be turned back in. If bus monitoring work isn't accepted, bumping for bus monitoring work will not be allowed.
3. If there isn't sufficient staffing of McKinney-Vento drivers, Bus Drivers may request assignment to drive McKinney-Vento students or monitor students on buses, provided such assignment does not interfere with their assigned bus route. When bus drivers perform work on a voluntary basis as a McKinney-Vento driver, they shall be compensated at 85% of their bus driver scale.
4. Only the following Articles or Sections of the Agreement shall apply to the employment of McKinney-Vento drivers: I, II, III, IV.3.1, IV.6, IV.7, V.1, V.2, V.3, VI.1, through VI.3, VII.4, VII.5, X, XI.1 through XI.5, XI.8, XI.11 through XI.13, XII, XIII, XIV, XV, XVI, XVII, and Appendix A. Unless required by Law, no other Articles or Sections of the Agreement shall apply to their employment.
5. McKinney-Vento drivers will not be used to perform work that has historically been offered to Regular and Substitute Bus Drivers. This includes but is not limited to route committees, relief work assisting dispatch, and other special projects meant to assist the Transportation Department. This does not include specific assistance in the planning of McKinney-Vento work or the temporary assignment of McKinney-Vento routes during the negotiations of this Letter of Agreement.
6. The Employer will provide twenty (20) hours of classroom training to McKinney Vento drivers. Should they be qualified, McKinney-Vento drivers will receive priority consideration for training and subsequent employment as substitute bus drivers.

7. Any McKinney-Vento driver who logs five hundred and forty (540) or more hours during the school year, will receive an attendance incentive of five hundred dollars (\$500.00) paid in the July pay warrant and will receive two (2) hours pay for each of the holidays identified in Section 7.1. The Employer and the Union may agree to exceptions to these provisions in extraordinary circumstances.


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

By


Scott A. Sullivan
Secretary-Treasurer

By

NORTHSHORE SCHOOL DISTRICT NO. 417


Dr. Michelle Reid
Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by
the District's Board of Directors at its meeting
on December 13, 2021.

Date

12-20-21

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