

SHORELINE SCHOOL DISTRICT
NO. 412
Shoreline, Washington 98155

COLLECTIVE BARGAINING
AGREEMENT WITH
SEIU, LOCAL #925 -
TRANSPORTATION BARGAINING
UNIT

Effective September 1, 2023 through
August 31, 2026

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ARTICLE 1 - GENERAL STATEMENT OF PHILOSOPHY

- Section 1. Purpose of Agreement** - This salary schedule and provisions for school bus drivers and mobility assistants employed by the Shoreline School District expresses the philosophy of the District in developing personnel policies which will attract and hold the best qualified personnel for all positions in the District.
- Section 2. Performance Reviews** - It is the policy of the Shoreline Board of Directors to adopt a procedure for annual performance review of each employee.
- Section 3. Non-Discrimination** - It is agreed between the District and the Union that non-discrimination pursuant to federal, state, and local laws, will be maintained for all employees under this Agreement.

ARTICLE 2 - SALARY SCHEDULES, DEFINITIONS & CLASSIFICATIONS

- Section 1. Definition of School Bus Drivers** - For the purpose of clarification, a school bus driver is defined as a person employed by the Shoreline School District for the purpose of transporting students to and from school, and to and from all school-related functions.
- A. Regular School Bus Driver:** A regular school bus driver is an employee working for the Transportation Department on an hourly assigned basis. A regular school bus driver is assigned a regular route assignment (AM/PM) and shall be guaranteed a minimum of four (4) hours per day as assigned by the Transportation Manager.
- B. Flex School Bus Driver:** A flex school bus driver is hired specifically to provide daily substitute coverage for regular routes or any other trips for which a regular bus driver is not available. Field trips shall be assigned to regular drivers by the current practice of seniority and rotation; a flex driver may be assigned the available route becoming open due to a field trip assignment. Flex drivers may bid on two (2) year trips and on five (5) year trips that do not conflict with a potential route time. All mid days shall be assigned by the current practice and only when a mid-day cannot be filled may it then be assigned to a flex driver. The intent is to continue to give opportunity to regular drivers having less than 8 hours per day before awarding work to flex drivers.

The Parties acknowledge that hiring flex drivers occurs when the District is having difficulty hiring enough substitute drivers to provide reliable coverage for absences or vacant positions.

The District may hire the number of flex drivers determined to be necessary at a given time due to substitute shortages. Flex drivers shall be guaranteed a minimum of eight (8) hours per day. Flex driver hours shall be assigned as needed by Dispatch to fulfill the needs of the District.

Example: Drivers may need to be scheduled to pick-up McKinney Vento for early morning runs or take home runs as needed and assigned by the transportation supervisor. Driver will be available for (8) eight hours per day and non-driving time can be filled by other appropriate transportation related work. Flex drivers shall not be assigned solely for the purpose of Dispatch or Bus Washing but may assist as needed and/or in other transportation related duties as needed. Flex drivers may be scheduled in increments for a combined (8) hour day as directed by the Director of Transportation to better fit the needs of the department. The district will make every effort to work with all flex drivers so they work within the hours of 6:00 a.m. to 4:00 p.m. or 8:00 a.m. to 6:00 p.m., trying to avoid having a driver on district property for 12 hours to earn 8 hours of work.

A flex school bus driver is expected to have a thorough knowledge of the Shoreline School District, and be able to drive regular, mobility, and/or special needs routes.

- C. **Trainee School Bus Driver:** A trainee school bus driver is an employee who has applied for a school bus driver position, passed the orientation and interview process, and been accepted into the District's New Hire Driver Class. The trainee school bus driver will be paid the minimum hourly wage for each hour of participation in the New Hire Driver Class. Upon successful completion of the training program and being hired by the District as a regular or substitute school bus driver, the Trainee School Bus Driver will be paid the appropriate hourly rate of pay for hours worked in the position into which s/he is hired. The Trainee School Bus Driver will also be reimbursed on the June paycheck for the cost of the Commercial Driver's License endorsements obtained through successful completion of the New Hire Driver Class, provided the driver has worked for the District as a substitute or regular bus driver at least 80% of the time offered to the employee to work following successful completion of the class and subsequent employment as a regular or substitute bus driver.
- D. **Substitute School Bus Driver:** A substitute school bus driver is a driver who is available for on-call substitute work for the regular route of a regular driver. Substitutes may be assigned

optional routes consistent with Article 3, Section 5. The District will maintain a rotating list of substitutes for the purpose of offering available on-call substitute work. A substitute who makes themselves available to provide substitute services but then refuses to drive the offered route or work will be moved to the bottom of the rotating list after refusing such work three times. After sixty days of substitute work, the substitute will be paid at base rate, but is not entitled to any other rights or benefits under the Agreement, except Section 4.14.

Section 2. Definition of Mobility Assistant - A mobility assistant is an aide, paid with federal special education funds, who is assigned to supervise students with disabilities using district transportation.

A. Regular Mobility Assistant: A regular mobility assistant is an employee working for the Transportation Department on an hourly assigned basis and is hired by the District as a regular mobility assistant.

B. Substitute Mobility Assistant: A substitute mobility assistant is an employee hired by the district on a temporary on call basis to substitute for a regular mobility assistant who is absent.

Section 3. Definition of Benefit Hours – For the purpose of determining hours per day for leave and holiday pay, Benefit Hours shall be calculated by computing a daily average per week of the assigned hours for regular routes, including to/from and optional routes. Benefit Hours for new employees shall be based on their assignment as of the first day of school. Benefit Hours shall be recalculated for all employees after the October route pick as described in the first sentence of this section, and the new Benefit Hours shall be effective on the date the new run begins. In cases where there are different work schedules on some school days (e.g. Early Release Wednesday's) the District will use the day with the most hours to calculate benefit hours.

The District identifies the time expected to complete a regular or optional route assignment based on the best information available to the router at the time the assignment is created. In the event the driver recognizes the time assigned to the route by the District is consistently inaccurate, the driver will submit a Time Change Notice (TCN) for review and confirmation. Administration will use available tools, including GPS data, to confirm the time change. If the administration approves the Time Change Notice and it increases the amount of time assigned to a regular or optional route assignment, then benefit hours will be adjusted for the increased time to the date the change notice was submitted for review. The review process shall

not exceed 10 business days following the initiation of the Time Change Notice.

Benefit hours will adjust according to the length of a driver's optional and regular route. If a driver drops an optional route and does not replace it with another route, then their benefit hours will adjust accordingly.

Section 4. Definition of Regular Route Assignment – The Regular Route Assignment for a driver includes to/from (AM/PM) routes that are bid on and awarded to a driver. It does not include 2-year and 5-year trips.

A. Definition of Optional Route Assignments: An Optional Route Assignment for a driver is a reoccurring route that does not qualify as an AM/PM route. Regular to/from routes that are typically scheduled in the time period between the regular to/from (AM/PM) route assignment. Fill time may be required as per Article 2, Section 4.B. Examples of Optional route assignments include but are not limited to the following:

- 1) Midday kindergarten routes;
- 2) Activity routes;
- 3) Therapy routes;
- 4) Midday preschool routes;
- 5) Head Start; and
- 6) Shuttles.

B. Definition of Fill Time: Fill Time occurs when a driver or mobility assistant whose regular or optional route assignment does not fill the respective minimum for pay purposes. Employees are on the clock for the entire assigned period and are expected to complete additional work to fill the paid time. Fill time does not apply to two-year and five-year trips. Appropriate activities to fill paid time include, but are not limited to, the following:

- Completion of timesheets;
- Route book updates;
- Bus cleaning;
- Bus washing;
- Completing student conduct reports;
- Completing ridership reports;
- Performing pre-trip inspections;

- Performing post-trip inspections;
- Reviewing and/or signing up for extra work;
- Confirming next day's work;
- Fueling buses;
- Contacting parents/school staff;
- Checking and responding to District email; and
- Fulfilling short driving requests that do not interfere with the drivers daily scheduled regular or optional route assignments.

Section 5. Definition of Activity Run – An Activity Run is a route scheduled after the regular school day to transport students home following completion of after school activities. The ridership is based on the students who choose to ride the Activity Run on a given day, therefore the time required to complete the route is not consistent from day to day. Benefit hours for an activity run shall be no less than two (2) hours.

Section 6. Employee Protective Gear - The school district will provide employees with overalls and disposable gloves when washing buses, fueling buses and adding oil. The District shall provide mobility assistants with protective gear such as arm protectors, heavy duty gloves, and face shields for their work with special education students. The school district will provide a shed where bus drivers can check and add oil in the buses as required.

Section 7. No Limitation of Duties - A school bus driver shall not be limited to these duties, and may perform support duties as required to fill his/her regularly assigned day. Each driver shall be responsible for cleaning his/her equipment or other equipment as assigned. Employees will not be assigned duties that involve cleaning/removing mold.

Section 8. Job Descriptions - The District shall furnish the Union with a job description for school bus drivers and mobility assistants including modification and revisions thereto.

Section 9. Probationary Period - A regular school bus driver is considered a probationary employee during the first one hundred eighty (180) days worked as a regular school bus driver. Wages will move to the bus driver base rate after sixty (60) days of regular or substitute driving.

Section 10. Wage Adjustments – For each school year of this agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Implicit Price Deflator (IPD), or its equivalent, in the month such increase is effective.

For the 2023-24, 2024-2025 and 2025-2026 school years, the District will increase wage rates by one (1) percent in addition to the IPD increase.

The negotiated salary increases and IPD shall be applied to the salary schedule prior to applying the midpoint analysis. In the event the midpoint analysis for any year determines the negotiated salary increase and IPD is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the negotiated salary increase and IPD exceeds the actual midpoint, the wage rates shall remain in place and shall not be decreased.

For the 2023-24, 2024-25, and 2025-26 school years, the District and Union agree to a midpoint comparison analysis to determine whether a percentage increase will be applied to current wage rates. The study will be conducted in July 2023, July 2024, and July 2025 respectively, as described below. The District and the Union agree to determine wage-increases according to the result of the midpoint analysis before August 31 of each year, to take effect on September 1 of each school year. If any of the comparable districts used in the midpoint analysis ratify a new CBA and wage table before August 15 of a given year, either the Union or the District will submit that information to the other party, and the new data will be considered in the calculation. The "mid-point" shall be defined as the 6th ranked pay rate for each position, computed using the maximum pay rate for a bus driver position and the equivalent value of nine (9) years of pay in lieu of vacation for each district.

The District at the 6th position of the list shall determine the wage rate for Shoreline, provided such rate represents an increase and not a decrease to current rates. The District and the Union shall determine the distribution of the total cost of such additional compensation to each regular position in the contract. Separate midpoint studies shall be conducted to determine the midpoint increase, if any, for substitute positions and mobility assistants. The District and the Union agree to use wage data from the following 13 school districts in King and Snohomish Counties in the midpoint analysis: Bellevue, Edmonds, Highline, Issaquah, Lake Stevens, Lake Washington, Marysville, Mercer Island, Mukilteo, Northshore, Renton, Shoreline, and Snohomish. The statewide percentage increase will then be added to each rate other than the Trainee rate, which shall remain at minimum wage.

Section 11. Salary Schedules and Pay – All employees are paid on an hourly basis, as shown on Attachment A. The hourly rate for Summer Detailing shall be the base rate. Bus drivers are paid once per month for hours worked in the previous month and reported by the payroll

cut-off date for that month. Mobility assistants are paid once per month for assigned hours annualized over a 12-month period; pay is adjusted in subsequent pay periods in the event assigned hours are increased or decreased after the school year has begun. In addition to their hourly wages, mobility assistants are eligible to be paid an annual stipend, pro-rated if employed for less than a full work year, as an incentive for completion of an education degree which exceeds the minimum qualifications for their position. Mobility assistants who work 3 hours per day or less will receive one-half of the annual stipend. A maximum of one stipend will be paid per year for the highest degree earned. Documentation of the qualifying education degree must be submitted to Human Resources by May 15 to be eligible for payment on the September pay warrant, by September 15 to be eligible for payment on the November pay warrant, and by January 15 to be eligible for payment on the March pay warrant.

Section 12. Shoe Stipend – The District shall pay each regular driver and regular mobility assistant a stipend of \$200 in August for the upcoming year to buy footwear that meets OSPI's definition of safe and practical footwear for a bus driver. A new driver shall receive the stipend after qualifying for the regular driver rate of pay. A new mobility assistant will receive the stipend sixty (60) work days after being hired. The district will provide all drivers and mobility assistants with one (1) high-visibility safety vest.

Section 13. Support Services - Support service positions shall include but not be limited to the following based upon job postings and selection of most qualified employee(s) to be assigned as needed:

- Upholstery Repair
- Driver Trainer
- Assistant Dispatcher

All employees may be eligible for upholstery repair and assistant dispatcher. Drivers may be eligible for all support services. Employees who accept support services positions other than upholstery repair, shall not bid on two-year or five-year trips that conflict with their support services assignments. Support Service wages are listed in Attachment A.

Section 14. Exclusive Jurisdiction Over Bargaining Unit Work - All work detailed in the job description shall be exclusively performed by employees covered by this agreement, provided that nothing in this section shall prevent the District from subcontracting services pursuant to Article 22 and 23 of this agreement.

Section 15. Post-Offer, Pre-Employment Physical Assessment – An offer of employment is contingent upon satisfactory completion of a physical

tailored to the physical requirements of each position. Upon satisfactory completion of the physical and acceptance of the offer of employment, the employee shall be paid for the time required to travel to/from and complete the physical assessment.

Section 16. Driver Performance Incentive Program - Regular School Bus Drivers and Flex School Bus Drivers, as outlined in Article 2, Section 1A and Section 1B, are eligible for the Driver Performance Incentive Program.

Any eligible driver who has zero preventable accidents, moving violations, or citations during the First Semester of the school year shall receive a payment of two hundred and fifty dollars (\$250.00) to be issued in February.

Any eligible driver who has zero preventable accidents, moving violations, or citations during the Second Semester of the school year shall receive a payment of two hundred and fifty dollars (\$250.00) to be issued in August.

Any eligible driver who has zero preventable accidents, moving violations, or citations for both the First and Second Semester of the school year shall receive an additional bonus of two hundred and fifty dollars (\$250.00) to be issued in August.

Failure to report any preventable accident, moving violation, or citation during a semester will disqualify an employee(s) for that semester's incentive, as well as the incentive for the next semester. If any failure to report is discovered after the incentive is paid, the driver will agree to have the incentive collected back in the current payroll period if possible, but no later than the next payroll period.

The determination of what constitutes a "preventable accident, moving violation, or citation" will be decided by a committee consisting of the Transportation employees listed below:

- The Director of Transportation or the Transportation Supervisor;
- One (1) mechanic;
- Two (2) regular drivers from the Safety Committee; and
- A Human Resources representative.

The committee will convene to make the determination within fifteen (15) calendar days of the reported accident, moving violation, or citation. Employees participating in this committee will receive compensation at their regular rate of pay for the time spent on the committee.

Section 17. Mobility Assistant Safety Training Incentive Program - Mobility Assistants, as described in Article 2, Section 2A of this agreement, are eligible for the Mobility Assistant Safety Training Incentive Program.

Mobility Assistants shall have the opportunity to participate in two (2) safety-related trainings per semester year. Eligible Mobility Assistants.

The Union and District agree to determine the topics covered and mutually agree on the content before the trainings are held. Mobility Assistants will receive their regular rate of pay while attending each training session.

Any eligible Mobility Assistant who attends and completes the safety training in the First Semester of the school year shall receive a payment of two hundred and fifty dollars (\$250.00) to be issued in February.

Any eligible Mobility Assistant who attends and completes the safety training in the Second Semester of the school year shall receive a payment of two hundred and fifty dollars (\$250.00) to be issued in August.

Any eligible Mobility Assistant who attends and completes the safety training for both the First and Second Semester of the school year shall receive an additional bonus of two hundred and fifty dollars (\$250.00) to be issued in August.

Section 18. Outerwear for Mobility Assistants – The District shall provide two jackets or vests per year to regular mobility assistants within the first 30 school days. The style of the outerwear to be provided shall be determined by the Labor Management Committee.

ARTICLE 3 - WORK WEEK & WORK YEAR

Section 1. Standard Work Week - The regular work week shall consist of a Monday through Friday schedule. All salaries and other provisions of this schedule shall be allowed for all school bus drivers within the District, based on a standard work week of forty (40) hours per week consisting of five (5) consecutive eight (8) hour days. Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime. All employees shall be paid to the next quarter hour.

A. Standard Work Year: The regular work year shall include the Shoreline school year calendar as adopted by the School Board and published on the District's website, plus the days scheduled for mandatory and optional activities prior to the

start of school. In addition, drivers may select optional assignments beyond the regular school year, as described in Article 4, Section 13 Summer School. Drivers who accept routes that transport students to other school districts shall fulfill the hours related to the route, regardless whether the Shoreline school calendar is different from the other district's calendar (example: Spring Break is different between the two calendars). Drivers who accept such routes shall work the days required by the other district calendar(s). It is expected that a driver with an out-of-district route will fulfill their contracted route time. Requests for leave when the school calendars conflict may be granted by the Director of Transportation, in consultation with the Director of Human Resources. If a driver's entire assignment is tied to another school calendar that ends prior to Shoreline's school calendar, the driver may accept additional work in Shoreline.

- B. Out of District Routes:** A driver who bids on or is assigned an out of district route may take a week of unpaid leave during Shoreline School District's scheduled mid-winter and spring break.

Section 2. Minimum Pay –

- A.** A regular school bus driver, and, provided appropriate funding-eligible activities are performed throughout the time, each mobility assistant shall be guaranteed a minimum of two (2) hours per assignment of the AM and PM regular route assignment, equaling four (4) hours total.
- B.** A one (1) hour minimum shall be paid for support maintenance duties.
- C.** Summer School drivers shall be guaranteed a two (2) hour minimum shift. Nothing precludes a driver from bidding on both a morning summer school run and an afternoon summer school run. If there is more than a one-half hour break in service between route assignments, the employee will receive the minimum shift allowance for both assignments.
- D.** Each driver shall be allowed fifteen (15) minutes before routes when a bus is inspected and driven for the first time on a given day and ten (10) minutes before routes when a bus has previously been inspected and driven on a given day, of paid time for pre-trip inspection and preparation of their bus.

Additionally, each driver shall be allowed ten (10) minutes at the conclusion of their route for post trip inspection, completing necessary cleaning responsibilities, and fueling.

- E. In addition to the time required to ride the bus on their assigned routes, mobility assistants shall be paid 10 minutes each regular work day to complete timesheets, check district email, and complete other work-related activities.

Section 3. Extra Work Opportunities/Yellow Sheet - Regular bus drivers by slipboard seniority will be offered optional Routes and/or mid-day field trips listed below before substitute drivers if such assignment would not result in overtime. If overtime would result in any event then the assignment would be offered to the most senior regular driver requesting such work. Such work includes:

- 1) Field trips- Returning before 6 PM;
- 2) Midday kindergarten runs;
- 3) Activity runs;
- 4) Therapy runs;
- 5) Midday preschool runs;
- 6) Head Start; and
- 7) Shuttles.

Section 4. Request for Extra Work Form - A "Request for Extra Work" form (known as the "yellow sheet" for drivers and the "blue sheet" for mobility assistants) is posted for the purpose of requesting extra work assignments on a daily basis. It is the responsibility of the employee to accurately and completely sign this form prior to the time it is taken down, two (2) work days in advance, in order to indicate availability for extra work.

Section 5. Assignment of Extra Work - If an extra assignment listed in Article 3, Section 3 will not result in overtime, then the work will be assigned to the most senior, per slipboard, available regular employee requesting extra work (by signing the Extra Work Form) before a substitute is assigned such work. This provision may necessitate a regular driver's a.m. or p.m. route to be covered. If overtime will result in any event, then the work will be assigned to the most senior regular employee requesting extra work (by signing the Extra Work Form), regardless of regular assignments, before such work is assigned to substitutes.

- A. **Split Drop and Return Trips** - Midday trips may only be split as drop and return trips in exceptional circumstances, by mutual agreement between the Union and District. By September 1 of the school year, the Union and District will create or update a mutually agreed upon list of midday trips

which may be split. The list may be updated throughout the school year by mutual agreement.

- Section 6. Adjustment of Assignments to Minimize Overtime** - Whenever possible, to avoid overtime due to an extra assignment, an employee may be relieved of some or all of his/her regular afternoon assignments.
- Section 7. Employee Responsibility to Assist in Minimizing Overtime** - It is not the intent of the District to assign overtime. Therefore, prior to accepting any extra work assignments, employees must inform dispatch if any work will result in overtime.
- Section 8. Overtime Pay** – Overtime pay will be paid after eight (8) hours in a given day, or after forty (40) hours in a given week, or as otherwise provided in this Agreement. Applicable overtime rates are as follows:
- A. Overtime:** One and one-half (1-1/2) times the employee's regular rate of pay.
 - B. Saturday:** One and one-half (1-1/2) times the employee's regular rate of pay.
 - C. Sunday:** Two (2) times the employee's regular rate of pay.
 - D. Holidays:** Three (3) times the employee's regular rate of pay which includes the regular holiday pay.
- Section 9. Call Back Service (applies to drivers and mobility assistants)** - Call back service is defined as an assignment in excess of the normal assignment when a break-in-service occurs. A minimum of two (2) hours shall be paid at straight time pay and overtime shall be paid if in excess of eight (8) hours is worked. A break-in-service occurs when more than one-half (1/2) hour elapses between an employee's route assignments.
- Section 10. Physicals** - All school bus drivers shall be paid for a minimum of two (2) hours for the physical examination required for the renewal of the school bus driver's certificate. Drivers shall be paid up to one (1) hour for time spent submitting Department of Transportation physical documentation to the Department of Licensing.
- Section 11. Mandatory Training** - All employees shall be paid at their regular pay rate, except where overtime occurs as requested by the District, for attendance at meetings and training courses when required by the School district or Transportation Department. Mandatory training for all employees shall include one day (8 hours) prior to the start of the school year and monthly one-hour training sessions scheduled in advance by the Director. Employees who are unable to attend the in-

service day prior to the start of the school year or unable to attend a monthly meeting due to a conflicting work assignment shall receive the training materials from the Director.

Section 12. Payment of Federal Licensing Fees - The District shall pay district required federal licensing fees, including six-year or eight-year CDL renewal fees, for all current regular Shoreline school bus drivers. Newly trained drivers will be reimbursed for the initial federal licensing fees according to Article 2 Section 1, paragraph C.

Section 13. Rest Breaks – Employees shall receive a paid fifteen (15) minute break during each four (4) hours worked. It is the District's intention to provide uninterrupted rest breaks. Employees may take rest breaks away from the duty station. If an employee feels that the building or department schedule does not provide sufficient time for a break, District management will investigate and alter schedules to ensure the employee is scheduled for a contractual break.

ARTICLE 4 - REGULAR AND OPTIONAL ROUTE ASSIGNMENT

Section 1. Union Responsibility for Operation of Seniority Slip Board - All the following shall be carried out with the full knowledge and approval of both the District and the Union Steward. The Union Steward shall be responsible for the proper operation of the seniority slip board. A representative for the Union may be present on the day of route selection.

Section 2. Regular and Optional Route Picks - Prior to the start of the school year, the department shall display all a.m., p.m. and Special Education routes with the minimum amount of hours also listed. School bus drivers shall then select their regularly scheduled daily routes by slipboard seniority. Every effort shall be made to utilize the same school bus driver for both a.m. and p.m. routes of their choice. A driver will then select optional routes, which also have been displayed by the department, to fill their daily schedule up to but not to exceed eight (8) hours per day. Optional routes shall include but are not limited to: kindergarten, regular daily after-school activities, Head Start, athletic shuttles, special education work programs, therapy runs, and midday preschool routes and shuttles.

Following the annual pick, any unassigned shuttles will be assigned or posted within ten (10) working days of their availability. The annual route pick for mobility assistants will begin the first business day following the conclusion of the bus driver route pick.

Section 3. Employee Input Through Labor Management Committee - Employees are encouraged to provide input regarding transportation issues through the Labor Management Committee.

- Section 4. Required Attendance on Route Selection Day** - Employees are required to attend on the day of route selection and shall be paid for all time in attendance. If a school bus driver is not present for selection, a Shop Steward may make the selection for the employee, provided the Transportation Assistant, Supervisor, Union Steward or Union Business Representative has received a written request for selection from the absent employee. However, in cases of emergency, a verbal request will be accepted for selection.
- Section 5. Learning Selected Routes** - Drivers shall be provided time to become familiar with their selected routes equal to the time needed to drive the a.m. route plus the optional and/or midday routes.
- Section 6. Updating Necessary Maps and Route Listings** - Drivers will be allowed up to two hours of paid time to update all necessary maps and route listings when the Driver has a full route change. Drivers will be allowed up to one hour of paid time to update all necessary maps and route listings when the Driver has a partial route change. If maps are not provided, drivers will be allowed a reasonable amount of paid time to prepare all necessary maps. If there are any issues or concerns with the route listings provided, the driver will be allowed paid time to work with the router to mutually resolve them.
- Section 7. Eligibility for Optional Routes** - In order to qualify to pick an optional route, a school bus driver must drive an a.m. and a p.m. route on a regular assigned basis.
- Section 8. Duration of Route Selection** -
- A. Driver Regular Routes:** Once a school bus driver has selected an AM/PM regular route at the initial route pick in August, they shall remain on the same AM/PM route throughout the regular school year, and until the driver selects a route at the next annual route pick, unless the Driver selects a different route through the process described in Article 4, Section 10.
 - B. Driver Optional Routes (including mid-days):** After the second route pick in October, optional routes can be added or changed as described in Article 4, Section 10. Optional Routes can be dropped at any time. Except in exceptional circumstances, drivers will provide five (5) school days-notice prior to dropping an optional route.
 - C. Mobility Assistants:** A mobility assistant shall select a route at the annual route pick and have the opportunity to select a different route for the remainder of the year at the repick in October, unless the Mobility Assistant selects a different route through the process described in Article 4, Section 10.

Section 10. Posting of Vacant Routes – At the beginning of the school year vacant routes shall be assigned by the Supervisor first to regular employees who have time available within their 2 hour block. If vacant routes are still available, the Supervisor shall assign them, by slipboard seniority, to regular employees who have signed up for the assignment and have the capacity to drive the route without going into overtime. If there is still a vacancy, the route will be assigned to a substitute. After the extra work pick for drivers and route repick for mobility assistants in October, if a route becomes vacant for any reason, or a new route is created, or an increase of more than one half (1/2) hour occurs in any route time, the Supervisor shall post the route for a forty-eight (48) hour period prior to filling, and shall post said routes within five (5) working days of their creation or vacancy. Employees shall sign for the route during this time period and the route will be assigned by slipboard seniority. If no regular employee announces a desire to be assigned to this route or the assignment of the route results in an open position, the open position will be posted for applications. Substitutes working in the District will be guaranteed an interview for the position.

Section 11. Temporary Changes in Route Assignments - In an emergency, or for reasons of safety, the District shall have the right to temporarily switch employees on routes.

Section 12. Involuntary Reassignment - If it is evident that an employee is not capable of handling, in a manner satisfactory to the Supervisor, any situation involving students, building staff, administrators, the public or equipment, the Supervisor shall have the right to reassign the employee in question, after a hearing. The Union representative shall have every opportunity to be present at said hearing. Any employee being reassigned for reasons included in this section shall receive a minimum of four (4) hours of additional training during the employee's regularly assigned hours.

Section 13. Summer School - Summer school routes and other summer positions shall be considered an integral part of this Agreement and shall be posted for sign-ups and assigned by slipboard seniority. All field Trips and two-year trips occurring during the summer are assigned using a "summer school" rotation list and preference sheets, containing only the names of summer school, parks and recreation, therapy and special education drivers and members of the summer cleaning crew.

Section 14. Temporary Positions as Leave Replacements - When it is known in advance that an employee will be absent for longer than thirty (30) working days, the route shall be posted for bid on a temporary basis

within five (5) working days of Human Resources or Director of Transportation receiving written notice that a position is available. The replacement employee shall become eligible for healthcare benefits as determined under Article 14 and pro-rated personal leave. When a substitute employee has been assigned to a route due to the unplanned absence of the regularly assigned employee or the lack of a regularly assigned employee for longer than thirty (30) days of driving, that employee will be eligible for healthcare benefits as determined under Article 14. Additionally, the substitute employee will receive pro-rated personal days retroactive to the first day of driving the route.

Section 15. Non-Continuing Routes – When a substitute employee is assigned to a posted non-continuing route, e.g. McKinney-Vento routes, overload routes, etc. (excluding routes under Section 4.14) prior to the annual route pick (Section 4.8), the employee will receive healthcare according to the state's parameters, pro-rated personal leave and all other benefits (excluding Section 17.5 if the employee's probationary period has not ended.)

Section 16. Assignment of Mobility Assistants - Special education routes will be provided with mobility assistants when such personnel are determined by the District to be necessary to ensure the safety and welfare of special education students. The annual route pick for Mobility Assistants shall be held the first business day following the conclusion of the annual drivers' route pick.

ARTICLE 5 - TWO AND FIVE YEAR TRIP ASSIGNMENTS

Section 1. Monday through Friday Trips (Two-Year Trips)

- A. Eligibility for Two-Year Trips** - A regular school bus driver, who has been employed by the Shoreline School District as a bus driver for two (2) or more years, will be eligible for Monday through Friday trips. Drivers will be required to indicate their availability to drive for Monday through Friday trips.
- B. Description of Two-Year Trips** – Two year trips are those occurring on a Monday through Friday during the regular school calendar year not expected nor requested to return to the Transportation facilities prior to six (6:00) p.m. of the same day. Any field trip or athletic trip occurring on a non-student day during the regular school year is considered a two-year trip, provided that the trip does not meet the criteria for a 5-year trip. Two-year trips are further defined as follows:
 - 1. The driver may be replaced on their regular route by a substitute if the driver is assigned a two-year trip. If there

are no available substitutes, then the regular route may be partially covered by another transportation employee.

2. Fill Time does not apply to two-year trips.

3. Two-year trips may be partially covered through contracting pupil transportation services consistent with Article 23, Section 4.

C. Two-Year Trip Rotation List - A rotation list shall be on display in the drivers' room with all eligible drivers' names on the list. The trips will be assigned by Two- Year Trip List seniority and in continuous rotation. The Union Steward shall record all trips on the rotation list as they are assigned.

D. Minimum Pay - When driving a two-year trip, a driver will be guaranteed two hours minimum pay over their regular and optional (e.g., activity route, McKinney Vento, College Transitions) route assignment scheduled for that day.

E. Advance Notice of Trip Assignment - Drivers shall receive at least twenty- four (24) hours advance notice under normal conditions. School bus drivers will be expected to report one-half (1/2) hour prior to departure from school for Monday-Friday trips.

F. Free Trips – A trip is free only if it is posted on the trip board less than twenty- four (24) hours before the trip report time. Free trips are awarded on a rotating basis. If a driver passes on a free trip, the rotation moves on. Taking or passing on a free trip does not affect the regular trip rotation. If a driver is assigned a free trip and that trip is cancelled either before the trip report time or after the driver leaves for the departure site, that driver shall remain eligible for the next free trip.

Should a driver be eligible for, but not yet assigned to, a two or five year trip and a free trip on the same day, the driver may choose from the available trips but will pass on those not taken.

G. Notice of Trip Cancellation - Drivers assigned a trip and not notified of a cancellation one (1) hour prior to departing from the bus garage, shall be paid for all time posted for the trip, not to exceed two (2) hours and pick up the next available two (2) year trip.

H. Driver Ineligibility - Drivers become ineligible for a trip when they fail to work any portion of the day of or the day prior to the

scheduled trip unless the employee failed to work due to an employee's appropriate use of protected leave.

- I. **Responsibility to Clean Bus** - Drivers are expected to clean the bus used for the trip upon their return.
- J. **Replacement on Regular or Optional Route** - If two-year trips are scheduled during the driver's regular or optional work shift, they will be replaced on their regularly assigned routes, as long as a substitute is covering the affected routes.

Where a regular driver has accepted a two-year trip, the driver may not be assigned to drive their regular route in lieu of driving the assigned two-year trip. In exceptional circumstances, a substitute may drive all or part of a two-year trip by mutual agreement between the District and the Union.

Section 2. Saturday/Sunday/Holiday/Overnight Trips (Five-Year Trips)

- A. **Eligibility for Five-Year Trips** - A regular school bus driver who has been employed by the Shoreline School District as a bus driver for a minimum of five (5) years shall be eligible for Saturday, Sunday, holiday, overnight trips. The trips will be assigned by Five-Year Trip List seniority and on a continuous rotation basis. Drivers will be required to drive on Saturday, Sunday, holiday, overnight trips.
- B. **Advance Notice of Assignments** - The Transportation Supervisor shall give two (2) days' advance notice under normal conditions. The Union Steward shall record all trips on the rotation list as they are assigned.
- C. **Replacement on Regular or Optional Route** - If overnight trips are scheduled during the driver's regular or optional work shift, they will be replaced on their regular or optional assigned routes as long as a substitute is covering the affected routes.

Where a regular driver has accepted a five-year trip, the driver may not be assigned to drive their regular route in lieu of driving the assigned five-year trip. In exceptional circumstances, a substitute may drive all or part of a five-year trip by mutual agreement between the District and the Union.

- D. **Standby Time and Compensation** - It is understood that on trips when the driver and bus are not utilized, or when the total of driving and standby hours equals less than eight (8) hours, the driver will receive eight (8) hours of pay at the standby wage; or a combination of driving and standby time not to exceed eight (8) hours. Compensation on the day the trip

departs and the day the trip returns does not guarantee eight (8) hours of pay. Hotel expenses and per diem will be paid by the District or group requesting the use of the bus.

- E. **Report Time and Cancellation** - Drivers are expected to report three quarters (3/4) of an hour prior to departure from school for all Saturday, Sunday, holiday, overnight trips. Drivers assigned a five-year trip and not notified of a cancellation two (2) hours prior to departure from the bus garage shall be guaranteed a minimum of two (2) hours pay and to pick up the next available five (5) year trip. In the event the next available five (5) year trip is cancelled, the driver will receive a minimum of four (4) hours pay and the rotation moves to the next driver. Drivers on five-year trips will be paid for four (4) hours as a minimum.
- F. **Driver Cancellation After Accepting Trip(s)** - Any driver refusing, after acceptance, two (2) of the specified trip assignments shall be removed from the five (5) year rotation list for that semester. On the driver's anniversary date, he/she will be added to the trip rotation list automatically. However, at the next available sign- up date, these drivers must also indicate availability.
- G. **Driver Ineligibility** - Drivers become ineligible for a trip when they fail to work any portion of the day of or the day prior to the scheduled trip unless the employee failed to work due to an employee's appropriate use of protected leave.
- H. **Options When Multiple Trips Available** - When two (2) or more trips occur on the same date, the most senior driver eligible for a trip in rotation shall be allowed to specify the trip he/she desires. Where the driver is eligible for a two-year and a five-year trip on the same day, the driver may choose the trip he/she wishes to take and loses the trip not chosen.

Should a driver be eligible for, but not yet assigned to, a two or five year trip and a free trip on the same day, the driver may choose from the available trips, but will pass on those not taken.

- I. **Standby Time** – Standby time only applies to drivers while on two-year and five-year trips. Standby time is when a driver is released from driver responsibilities i.e., time other than actual driving when the driver is not required to exercise care or supervision of the equipment. Standby time does not qualify for the overtime rate. The regular hourly rate of pay shall apply in standby situations Monday through Saturday except on

holidays and Sundays when the regular overtime rate of one and one-half (1-1/2) the regular hourly rate shall be paid.

Section 3. Transportation Access After-Hours - Drivers returning to base after regular business hours from trips will have building access for uses such as using the restroom and collecting personal items.

In order to obtain access, the Transportation Director or designee will notify IT of employees who are authorized to receive after-hours access. Additionally, the Director of Transportation or designee will provide information to all employees regarding safely and securely entering the building after business hours and alarm processes.

Section 4. Stop Rotation – If a trip is canceled after a driver is assigned the trip, the driver must decide to either stay with the trip or decide to take a stop rotation. If the driver chooses not to stay with the canceled trip, then the stop rotation occurs and the driver fills out a stop rotation slip.

The stop rotation slip will be used for the next available (not already assigned) trip day. If the driver does not select a trip on the next available trip day, then the stop rotation is void and the slip board rotation is used based on the last trip assigned. This applies to trips that are already posted, yet not already assigned on the board at the time the stop rotation occurs.

If there are not any unassigned trips on the board, the stop rotation applies to the next posted trip sign-up sheet and the trips on that sheet.

ARTICLE 6 - VACATION ALLOWANCES (APPLIES ONLY TO BUS DRIVERS)

Section 1. Vacation Accrual and Annual Vacation Cashout - Drivers completing by January 31 of any year the sixty (60) days of driving needed for change to regular or base pay rate, will receive credit for one (1) year of service. Employees shall receive a pro-rata vacation in accordance with all regular assigned hours on November 1 or March 1, whichever is greater. New employees to Transportation will be credited for any prior district experience in a regular position. All vacation allowances will be paid on the last warrant in August, according to the following schedule:

Paid in August after end of:

1 st full year of service	0 days
2 nd – 4 th full year of service	10 days
5 th – 9 th full year of service	15 days
10 th – 15 th full year of service	20 days
16 th full year of service	21 days

17 th full year of service	22 days
18 th full year of service	23 days
19 th full year of service	24 days
20 or more full years of service	25 days

Section 2. Pro-ration of Vacation Accrual and Cashout for Unpaid Leave – Annual vacation accrual and cashout will be adjusted and pro-rated to exclude periods of unpaid leave in excess of ten (10) days per year, except for any unpaid leave covered by the Family and Medical Leave Act (FMLA).

Section 3. Vacation Accrual Upon Transfer – Upon transferring from one District department to another, employees shall maintain their vacation accrual rate according to their years of service with the District.

ARTICLE 7 - STAFF DEVELOPMENT

Section 1. Staff Development Opportunities – Employees will be paid at their appropriate rate of pay for each hour of District-approved training attended. Attendance is voluntary and classes are provided to help employees improve their skills. Training will take place on days or times when the students are not in attendance. Thirty (30) hours with pay will be offered for staff development classes authorized by the District. These training opportunities do not preclude discussions between the supervisor and employee regarding individual training needs and how they may be achieved.

Section 2. The parties will work together in Labor Management Committee to survey employees about areas of interest for training opportunities. Based on the results of the survey, the District will inform employees of training opportunities in a variety of professional development topics. The District shall work to provide staff development opportunities for mobility assistants as a part of Section 1 that are relevant to student management on the bus.

Section 3. District Staff Development Offerings - The District will provide up to three (3) additional hours with pay for staff development classes authorized by the District. Attendance is voluntary and class fees, if any, shall be paid by the employee.

ARTICLE 8 - HOLIDAYS

The following holidays shall be designated as such and any work performed on holidays shall be paid for at the overtime rate for not less than two (2) hours. Regular employees shall receive straight pay for the following holidays:

- Labor Day

- Veterans' Day
- Thanksgiving (Thanksgiving and the following day)
- Christmas Day plus one additional day (as scheduled on the district calendar)
- New Year's Day plus one additional day (as scheduled on the district calendar)
- Martin Luther King Day
- President's Day Memorial Day
- Independence Day (July 4th plus a date to be determined on the District calendar each year)

Section 1. Eligibility for Holiday Pay - Regular employees shall receive payment for the above-mentioned holidays based on regular and optional assigned hours. In order to receive holiday pay, the employee must have been in paid status the work day either immediately preceding or immediately following the holiday.

Section 2. Juneteenth - An employee who works on the designated federal Juneteenth holiday shall be paid at the overtime rate for not less than two (2) hours. Until such time as the District receives state or federal funding to pay all employees for Juneteenth as a holiday, employees shall receive holiday pay for actual hours worked on Juneteenth.

ARTICLE 9 - SAFETY

Section 1. Commitment to Safety - The District shall provide and maintain a safe and healthful workplace, and comply with all state and federal laws, rules and regulations pertaining to workplace safety and health. The District will provide training about safety procedures and conditions.

Section 2. Workers Responsibility - Employees shall follow the safety and health rules, wear or use all required safety gear and equipment provided by the District, and participate in District provided safety training. In case of an accident involving a personal injury to any person including employees, students, or visitors, regardless of how serious, employees are to immediately report such incidents to the Transportation Supervisor or designee. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

Section 3. Reporting Safety Hazards - It is the responsibility of all employees to report safety hazards on a timely basis. Every effort will be made to remedy problems as quickly as possible.

Section 4. Safety Committee(s) - A Building or Departmental Safety Committee shall meet at least bimonthly. The Safety Committee shall have the following responsibilities:

- A. Review the safety and health inspections reports to assist in correction of identified unsafe conditions or practices.
- B. Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or condition involved was properly identified and corrected.
- C. Evaluate the accident and illness prevention program and make recommendations for improvement where indicated.
- D. Evaluate and recommend training and equipment needs.

Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Board(s) for that particular location. Safety Committee members shall be in pay status for time spent in meetings.

Section 5. Refusal to Work Under Unsafe Conditions – Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger in which death or serious injury could result.

Section 6. Workers Right to Know - Material Safety Data Sheets (MSDS) will be available for reference and review in a conspicuous area accessible to all affected employees.

Section 7. Safety Bulletin Board - There shall be a safety bulletin board in every work site. The bulletin board will be sufficient in size to display required posters, accident statistics, Safety Committee meeting minutes and safety educational materials.

Section 8. No Discrimination - No employee will be disciplined, discriminated against or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as a witness in a safety investigation.

ARTICLE 10 - LEAVES

Section 1. Sick Leave (Accumulative) - Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated up to the number of days in the employee's work year as assigned. Employees may exercise an option to receive

remuneration in a timely manner for unused leave for illness or injury accumulated in the previous year in accordance with state law at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty days. Upon retirement or death an employee or the employee's estate shall receive remuneration in a timely manner and in accordance with state law at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

- A. One (1) day of sick leave is defined as being equal to the employee's regular work day.

Sick leave shall be used for employee absence caused by personal illness, 28 injury or disability, including pregnancy and in the case of an ill child, and as listed in applicable laws. Sick leave may be utilized for medical and—dental appointments. An employee shall notify their supervisor as soon as possible after confirming a medical appointment, to provide the best opportunity to obtain a substitute, if necessary.

- B. For each day's absence due to personal illness in excess of sick leave allowance, deduction of a full day's salary shall be made.
- C. A doctor's certificate may be required from an employee after five (5) consecutive days of absence.
- D. Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave will be retained by an employee who is terminated due to reduction in force or granted a leave of absence for a period of one (1) year.
- E. Bus drivers employed by the District in another department during the summer months may use their accumulated sick leave per Section 1.C. of this article. Summer sick leave shall be compensated at the summer rates of pay.

Section 2. Sick Leave/Coordination - Industrial Insurance - Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use sick leave to the amount of their earned credit less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total

more than the employee's normal base pay. Any overpayments must be returned to the District by the employee.

Section 3. Bereavement Leave (non-cumulative) - Up to five (5) days bereavement leave shall be allowed for each death in the employee's immediate family (spouse, domestic partner, parent, step-parent, child, step-child, mother or father in laws, or others living in the same immediate household). Up to three (3) days bereavement leave shall be allowed for absence caused by the death of that employee's brother, sister, grandparent or grandchild and up to one (1) day each for funerals of other relatives and/or friends. Such absence shall be reported on a District approved leave form. Up to five (5) additional days bereavement for death in the employee's immediate family may be granted upon written request to the Director of Human Resources. These additional days shall be deducted from the employee's accrued sick leave or personal leave. In the event the employee has no sick leave or personal leave available, the District may approve the use of leave without pay.

Section 4. Personal Leave (accumulative) - Three (3) days of personal leave will be allowed for each employee, cumulative up to a maximum of six (6) Personal Leave days by rolling over unused days. Three days will be frontloaded at the beginning of each school year. The employee does not have to provide reasons for requesting personal leave. However, except in the case of emergencies, the employee does need to provide reasonable advance notice of a Personal Leave request whenever possible, and requests may be denied where, through the unavailability of substitutes or otherwise, the leave would unduly burden departmental operations. Such absence shall be reported on a District approved leave form and approved by the Transportation Supervisor. Upon request, reason(s) for denial shall be given by the District. An employee who uses fewer than three (3) days of personal leave in a given school year may opt to cash-out unused days in lieu of rollover by notifying Payroll before the last day of the school year. Such cash-out shall be paid on the August paycheck.

Section 5. Jury Duty - An employee who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled workday.

Section 6. Leave of Absence - After two (2) years of continuous employment, a leave of absence may be granted, not to exceed one (1) year in duration, upon written application to the Office of Human Resources because of staff reduction, personal illness, family emergency, child

care, or special cases as recommended by the Superintendent's Office. Notification of acceptance or rejection of a leave of absence request will be made in writing by the Office of Human Resources. Employees granted a leave of absence will retain accumulated seniority rights and sick leave. Employees may continue medical benefits at their own expense for the duration of the leave of absence. At the termination of the leave, not to exceed ninety (90) days, the employee shall be returned to his/her former assignment. Employees returning from a leave of absence will be re-employed at the same or a comparable position subject to the availability of a position.

Section 7. Temporary Disability Leave

- A. Each employee who for medical reasons, including pregnancy, cannot perform the functions of his/her assigned position shall be considered eligible for a temporary disability leave with sick leave benefits.
- B. An employee requesting a leave due to temporary disability shall be considered eligible for a temporary disability leave with sick leave benefits. Drivers on leave as a result of a job-related injury or illness shall continue to accumulate seniority.
- C. An employee requesting a leave due to temporary disability shall make every effort to submit that leave request to the Director of Human Resources at least ten (10) working days in advance of the proposed starting date of the leave.
- D. The effective date of the leave will be determined by the Office of Human Resources in consultation with the employee and his or her physician.
- E. An employee on temporary disability leave shall receive sick leave benefits for each working day of the leave up to the number of sick leave days accrued and shall retain all other rights and benefits of approved leaves.
- F. The school district shall have the right to request a physician's certificate of disability while the leave is in effect.
- G. An employee granted a temporary disability leave shall be returned to his/her former assignment.

Section 8. Military Leave - Military leave shall be granted as specified in State and Federal law.

Section 9. Union Representative Leave - A leave of absence shall be granted by the Board for one SEIU member total per year as appointed to serve as an SEIU Representative for up to twelve (12) consecutive

months per appointment. Such request for Union Representative Leave shall be submitted to the Director of Human Resources at least 120 calendar days prior to the anticipated start date of the leave. The District shall, unless otherwise requested by the employee, re-employ the individual who is granted Union Representative leave in the same classification upon the employee's return from the leave. When on leave, the individual shall retain all rights, benefits and seniority rights that the employee had prior to taking the leave. Seniority will not continue to accrue during the employee's Union Representative Leave. The Union agrees to reimburse the District for all salary costs, benefits, paid leave and employee taxes paid to or on behalf of the employee on Union Representative Leave.

Section 10. Union Business Leave – The Union may be allowed up to four (4) days leave for Union business, subject to availability of a substitute and with seven (7) days advance notice to the supervisor and Human Resources. The Union shall pay the cost of the substitute.

Section 11. Washington State's Paid Family and Medical Leave – The District will pay the employer premium and employees will pay the employee premium required to implement the State's paid family and medical leave law. Employees will have access to the benefits as described in the law.

Section 12. Donated (Shared) Leave – Employees may donate a portion of their earned unused sick leave to fellow employees in accordance with the provisions of District policy and state law and regulations.

Section 13. Return to Work – Prior to returning to work from a health-related leave that is not due to a work-related injury, an employee may be required to satisfactorily complete a physical assessment of their ability to perform the physical requirements of their position. Upon satisfactory completion of the physical assessment and return to work, the District shall pay for the employee's time to travel to/from and complete the physical assessment.

ARTICLE 11 - RETIREMENT

Section 1. SERS Retirement System - All employees must mandatorily belong to the School Employees Retirement System (SERS) and retirement will be governed by the Rules and Regulations of said system.

Section 2. Vacation Adjustment Upon Retirement - At the time of retirement the District will grant ten (10) additional vacation days after ten (10) or more years of service.

ARTICLE 12 - SENIORITY FOR BUS DRIVERS

Section 1. Types of Seniority - There are several types of seniority which apply to school bus drivers, as identified and defined in this Article.

Section 2. Slipboard Seniority – Regular school bus drivers shall be placed in order on a seniority slip board as agreed upon by the District and the Union and is the property of the Union. The Union steward shall be responsible for its operation. All regular school bus drivers shall be placed in order of their hire-in-date. In some situations, regular school bus drivers have adjusted slipboard seniority dates as determined by mutual agreement of the District and the Union prior to September 1, 2002. Future adjustments in slipboard seniority require the written agreement of the District and the Union. All substitute drivers who became regular drivers shall be placed on the seniority slip board with the regular drivers in order of their hire-in-date as regular drivers.

A. Application of Slipboard Seniority: Slipboard seniority will prevail in the event of reduction or increase of staff, in promoting school bus drivers, filling vacancies, and determining regular route assignments and assigning extra work to regular drivers.

B. Retention of Slipboard Seniority In Event of Personal Illness or Injury: A driver will retain his/her position on the seniority slip board for sixty (60) calendar days, unless a longer period is required by the Family Medical Leave Act (FMLA) or other applicable leave laws, following the use of all accumulated sick leave for a personal illness or injury.

Section 3. Trip List Seniority – Annually, eligible school bus drivers by driver request have the opportunity to be placed on the Two Year Trip List and/or Five-Year Trip List by hire-in date, as agreed by the District and the Union. Adjustments in Trip List seniority require written mutual agreement by the Union and District. The Union steward shall be responsible for maintenance and operation of the Trip Lists. In some situations, regular school bus drivers have adjusted slipboard seniority dates as determined by mutual agreement of the District and the Union prior to September 1, 2002. Future adjustments in slipboard seniority require the written agreement of the District and the Union. Trip lists are rotational lists used to assign Two-year and Five-year trips per Article 5.

Section 4. Seniority For Mobility Assistants - Seniority for mobility assistants is defined as an employee's continuous length of service in the Shoreline School District, calculated from the original date of hire in a permanent position.

ARTICLE 13 - OPTIONAL PAYROLL DEDUCTIONS

The Payroll Department will deduct union dues, including any additional amount the employee voluntarily authorizes for deduction for political purposes, in accordance with Article 16, Section 5, as well as Washington State Employees' Credit Union and other district-approved deductions for employees requesting such a deduction.

ARTICLE 14 - GROUP INSURANCE

School Employees Benefit Board (SEBB) Program

The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement when collecting the employee premiums which will be paid to the health care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. The District will provide benefits to employees, to include those benefits offered through SEBB, and at a minimum including the following:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HAS) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to self-pay premiums to participate in any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.). The District may, but is not required to, offer payroll deduction of premiums for such supplemental insurance.

Eligibility:

All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Should an employee who previously was not expected to be eligible

for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after the attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits. All compensated hours in any position within the district shall count for purposes of establishing eligibility.

Benefit Enrollment and Continuity of Coverage:

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Leaves:

Paid leave hours shall count towards eligibility for benefits under this section. Benefit eligibility for employees who go on unpaid leave shall be determined through SEBB eligibility criteria.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

Benefit 1 Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

District Advisory Insurance Committee - The District Advisory Insurance Committee shall assist in determining the types of optional, employee-paid insurance programs to be available to employees subject to approval by the Board.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1. Grievance Definition - In the event that any difference arises between Shoreline School District and the Union, any employee, or any group of employees concerning the interpretation, application, or compliance with the provisions of this agreement, such differences shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein. Prior to filing a formal grievance, the employee shall first discuss the

grievance with his/her immediate supervisor within ten (10) working days of the occurrence or knowledge of the occurrence. Every effort shall be made at this level to resolve the concern prior to a grievance filing. An employee may request that a shop steward be present. At the request of either party, the employee and supervisor shall reduce the resolution in writing.

Section 2. Grievance Steps:

Step 1. Immediate Supervisor (Formal) - If no settlement is reached in the informal discussion above, the union representative, if she/he considers the grievance to be valid, will reduce in writing a statement of the grievance. The statement will be submitted in writing within fifteen (15) working days of the meeting with the Supervisor described in Section 1, to the immediate supervisor for reconsideration with copies transmitted by the Union to the Director of Human Resources. A meeting will be scheduled within five (5) working days of receipt of the written grievance. These parties, within ten (10) working days of the Step 1 meeting, shall submit a written statement as to the disposition of the grievance.

Step 2. Director of Human Resources – If no settlement is reached at Step 1, the Union representative, may within fifteen (15) working days of the Step 1 written grievance response, submit the written grievance to the Director of Human Resources. A meeting will be scheduled within five (5) working days of receipt of the Step 2 grievance. These parties, within ten (10) working days of the Step 2 meeting, shall submit a written statement as to the disposition of the grievance.

Step 3. Superintendent or Designee - If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within fifteen (15) working days, submit the written grievance to the Superintendent or designee. A meeting will be scheduled within ten (10) working days of receipt of the Step 3 grievance. These parties, within ten (10) working days shall attempt to resolve the dispute and indicate by written statement the grievance disposition.

Step 4. Arbitration - If the disposition of the grievance by the Superintendent or designee is unacceptable, the Union representative may, within fifteen (15) working days of the response from step 3, submit the grievance to the American Arbitration Association for the arbitration under their rules and within the following guidelines:

- A. The Arbitrator shall limit his decision strictly to the disputes involving the application, interpretation or alleged violation of

specific articles and/or section of this agreement or staff evaluation.

- B. There shall be no appeal from the Arbitrator's decision if within the scope of his authority. It shall be final and binding on the Union, the employee(s) involved, the Administration and the Board.
- C. The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 3. No Election of Remedies - The grievance procedure outlined in this agreement shall not preclude the employee and/or the Union from taking any legal steps available to them through the courts of competent jurisdiction.

Section 4. Union Rights - The Union shall have an opportunity to be present at all grievance meetings.

Section 5. Time Limits - If an employee and/or the Union representative fails to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. If the District fails to respond to any step within the required time limits, the grievance shall automatically move to the next step. However, the District and the Union may mutually agree to extend the time limits at any one of the steps.

ARTICLE 16 - UNION RIGHTS STATEMENT

Section 1. Union Recognition - SEIU 925 is recognized as the official employee Organization and exclusive bargaining representative for all employees as described under the Recognition provision of this Agreement.

The District agrees that the Union has the legal right to encourage all employees in positions represented by this Agreement to become and remain members in good standing of the Union, and the Union accepts its responsibility to represent all classified employees in the bargaining unit regardless of membership status.

These rights are agreed to by the District and the Union for the purpose of maintaining a professional relationship between the parties to this Agreement.

Section 2. Union Membership - It is the expectation of both Parties that the District and all of its agents and representatives shall remain neutral on the issue of union membership and respect all employees decision to join and maintain membership in the Union. On September 1 of each contract year the Union shall provide a full and complete list of bargaining unit employees who are current members of the Union to the District. The Union shall provide the District with updates, additions, and/or other changes in membership status as soon as practical but on at least a monthly basis thereafter.

Section 3. Notification - The District shall provide notification to the Union of any new employee covered by this collective bargaining agreement. This notification shall include a unique employee ID, the name, assignment, work location, date of hire, and all personal contact information known by or provided to the district, unless the employee has explicitly requested the District not share personal contact information. This notification shall occur within twenty-four (24) hours of the Board hiring date for regular employees and include all daily substitutes hired since the last list provided to the Union.

Section 4. New Employee Orientation - The Union will be provided the opportunity to meet with new employees for a minimum of thirty (30) minutes of paid time, during the new employee orientation process. In the event an employee is hired after the initial orientation period, the District will provide the Union with an opportunity to meet with the new employee for a minimum of thirty (30) minutes of paid time. This access will occur during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Union, so long as it does not interrupt instruction. No employee may be mandated to attend the meetings or presentations.

Orientation materials distributed by the District shall include union membership applications and union orientation materials. It shall be the Union's responsibility to provide the District with sufficient copies of such materials.

Section 5. Dues and COPE Deductions - The District agrees to deduct, from the pay warrant of employees who have authorized it, the Union membership dues as established by the Union. Authorization by the employee shall be on an approved form by the parties hereto and shall provide for revocation of dues deduction by an individual employee.

In addition, the District agrees to deduct from the pay warrant of duly authorized members of the Union's political program (COPE) the contributions as identified by the Union beginning in the next pay period after receipt by the District of said employee's authorization.

Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390- 17-100, and be revocable by the employee at any time.

Upon request for verification, payroll deduction authorization cards shall be submitted to the District from the Union showing all amounts to be deducted and the employee's signature.

Section 6. Membership Rescission - Union members requesting to rescind membership and membership rights in the Union shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Union shall inform the District of such employee's non- member status consistent with the notification section of this Agreement.

Section 7. Indemnification and Hold Harmless - The Union agrees to indemnify and hold harmless the District from any and all claims, demands, suits, or other forms of liability that shall arise against the District for, or on account of, any membership dues or COPE deduction made from the pay of a bargaining unit member.

Section 8. Public Disclosure Requests - The District agrees to notify the Union and the affected employee(s) when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information of the employee(s) from disclosure. Such notice shall be provided prior to the anticipated release date of the public records, to allow time for the Union and/or employee(s) to exercise their rights under the Public Records Act of the State of Washington.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

Section 1. Notice by District - Termination of employment under normal circumstances should require not less than fifteen (15) calendar days' notice be given the employee.

Section 2. Notice by Employee - Employees shall give not less than fifteen (15) calendar days' notice to the Shoreline School District prior to their termination of employment.

Section 3. Termination During Probation Period - Probationary employees may be terminated by the District at any time during the probationary period of the first one hundred eighty (180) working days as a regular school bus driver without right of appeal unless otherwise mutually

agreed. The reason for the dismissal shall be filed in the employee's personnel file and sent to the Union.

Section 4. Paid Administrative Leave – The District has the right to place an employee on paid administrative leave, subject to the following conditions:

- A. Purpose of Administrative Leave** - The purpose of administrative leave is to remove an employee from the workplace during the pendency of an investigation and/or until discipline is imposed. Administrative leave is paid leave and non-disciplinary in nature.
- B. Reasons For Administrative Leave** - Administrative leave will be used only when the District believes the employee's continued presence in the workplace could threaten or endanger children, self, or others, disrupt the educational or work environment, or interfere with an investigation.
- C. Determination of Need for Administrative Leave** - Due to the limited circumstances where administrative leave is necessary, the decision to place an employee on paid administrative leave will be made by the Executive Director of Human Resources (or her/his designee, if the Executive Director of Human Resources is unavailable) in consultation with the Superintendent or designee.
- D. Onset of Investigation** - The District will make every effort to begin the investigation as quickly as possible after placing the employee on paid administrative leave.
- E. Notice to Union** - The District will notify a Union representative upon placing an employee on administrative leave. The employee may request union representation at any time in the investigative process.

Section 5. Progressive Discipline - The District will practice administrative discipline for cause when said action is required to maintain employment standards as established by this Agreement and District policies. Disciplinary action shall be progressive, based upon just and sufficient cause, with written communication to the employee.

Section 6. Notification of Discipline - Any employee disciplined or discharged for just cause shall be given a written notification by the District within ten (10) calendar days of the action. A copy shall be placed within the personnel file of the employee with a copy to the Union. The employee may elect to submit a grievance under Article 16 following said action.

ARTICLE 18 - REDUCTION IN WORK FORCE

Section 1. Potential Causes for Reduction-in-Force - The District may reduce-in- force under the following circumstances:

- A. Lack of work; and or
- B. Lack of funds; and/or
- C. Good faith reorganization, which results in there being fewer positions than people.

Section 2. Notification to Union - The District will provide written notification to the Union of the potential for reduction-in-force, as early as possible following the District's determination of program needs. Such notification will identify the affected classifications, locations of at-risk positions, and number of employees affected.

The Union reserves the right to bargain with respect to the impact of the potential reduction-in-force.

Section 3. Notification to Affected Employees - Employees who serve in positions which have been identified as at-risk for reduction-in-force, shall be notified in writing of the potential for reduction, the anticipated effective date, their bumping rights and the opportunity to participate in the Recall Pool.

The District shall provide such written notice at least thirty (30) calendar days in advance of the effective date of the reduction or lay-off. The District shall provide concurrent notification to the Union office.

Section 4. Bumping - Employees serving in at-risk positions shall have the right to exercise seniority as follows:

- A. The affected employee may bump any other employee having less slipboard seniority, within the current job classification.
- B. If no bumping option was available as provided in the foregoing section, the affected employee may exercise seniority within a former job classification in which s/he held seniority, by bumping any employee with less classification seniority within that particular classification.
- C. In the event no bumping options were available as provided in the foregoing sections, the affected employee shall be offered the opportunity to fill any vacant positions within the bargaining unit, on the basis of their bargaining unit seniority, provided the employee meets the minimum qualifications for the vacant

position. When more than one (1) at-risk employee qualifies for the vacant position, the position shall be awarded to the employee with the greater bargaining unit seniority.

This provision does not negate the requirement to first post and award vacant positions to transfer candidates from within the classification, and internal promotional candidates from within the classification series. At-risk employees may only be offered such positions after the usual processes have been exhausted.

- D. In the event no options were available as provided in the foregoing sections, the affected employee shall be offered the opportunity to fill any vacant SEIU represented positions for which they meet the minimum qualifications. When more than one (1) at-risk employee qualifies for the vacant position, the position shall be awarded to the employee with the greater SEIU seniority.

This provision does not negate the requirement to first post and award vacant positions to transfer candidates from within the classification, and internal promotional candidates from within the classification series. At-risk employees may only be offered such positions after the usual processes have been exhausted.

- E. In the event no options were available as provided in the foregoing sections, the at-risk employee shall be offered the opportunity to fill any other vacant District positions for which they meet minimum qualifications. When more than one (1) at-risk employee qualifies for the vacant position, the position shall be awarded to the employee with the greater District-wide seniority.

It is agreed and understood that this option may not be available for all vacant District positions. Eligibility/consideration for some positions may be restricted by provisions in other Collective Bargaining Agreements or individual student/programmatic needs for students qualifying for Special Programs.

Section 5. Recall Pool - Employees who have been notified of their reduction or lay-off, may request placement in the Recall Pool by notifying the Human Resources office within fifteen (15) working days of the effective date of the reduction or lay-off. Recall shall be made on the basis of slipboard seniority.

Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to remain on the recall list for the classification from which they were reduced/laid-off.

Employees shall be eligible for recall for a period of eighteen (18) months or as provided in Article 13, whichever is greater, from the effective date of their reduction/lay-off.

Section 6. Recall From Reduction/Lay-off - Employees impacted by a reduction-in- force (RIF) shall be notified by certified letter and a telephone call of new job openings within the employee's classification. The employee must respond within ten (10) calendar days of their receipt of the certified letter or telephone call, whichever is sooner, or they will not be considered for the position.

In addition, the District will send notification of all SEIU represented positions via regular mail.

Section 7. Refusal of Re-employment - Refusal of re-employment after two (2) offers of a position with comparable pay/position/hours from which the employee was reduced/laid-off will result in the employee being placed at the bottom of the recall list.

Section 8. Address Changes - It shall be the employee's obligation to keep the Human Resources office informed of any change in address and telephone number to ensure that the District can provide timely notification of re-employment opportunities.

Section 9. Ties In Seniority - In cases where more than one (1) employee has the same seniority date, the order of seniority will be determined by lottery. A representative from the Human Resources office and an SEIU Shop Steward will supervise such lottery. Affected employees shall have the right to be present for the lottery.

Section 10. Restoration of Seniority and Benefits Upon Reinstatement - All employees who are recalled from reduction/lay-off shall assume their previous accumulated seniority for all purposes, and benefits.

Section 11. Employee Right to Revert to Layoff - In the event an employee has accepted a position in a new classification in lieu of lay-off, and s/he determines that they do not feel they can continue in the position for any reason, s/he shall be allowed to take a voluntary lay-off without penalty and with full recall rights.

Section 12. Route Picks - All employees with slipboard seniority, per Article 12, will be placed in recall status and shall have the opportunity to be placed on the regular substitute list based upon their slipboard seniority at time of layoff. Thereafter, those employees shall be notified of all regular routes which become available in the following

the school year in which the employee was laid off. (If a laid-off employee refused a temporary route, such refusal does not constitute a refusal of re-employment as described in Section 7 of this Article.

ARTICLE 19 - PERSONNEL FILE

- Section 1. Personnel File** - Official personnel files shall be maintained in the Human Resources office. Employees shall have the right to review their personal file with reasonable notice, and they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file.
- Section 2. Inspection of Personnel File** - An employee shall be allowed to authorize inspection of his/her personnel file to a representative of the Union by submitting a written request to the Human Resources Office.
- Section 3. Employee Right to Supplement Personnel File** - The employee shall have the right to add relevant information into the personnel file.
- Section 4. Retention of Letters of Reprimand** - Letters of reprimand shall be removed from the personnel file, upon request, provided that one (1) year has elapsed and no further disciplinary action has occurred during that period of employment.
- Section 5. Letters of Commendation** - Letters and other memoranda of commendation, whether received from the District or outside parties, shall be retained in the employee's official personnel file.
- Section 6. Health/Medical Records** - Health and medical records of employees shall be maintained in the Human Resources office. Such files are entirely separate and distinct from the employee's personnel file. No information "other than routine leave request and return to work forms," pertaining to the employee's health or medical conditions will be kept in Personnel files or Supervisor's files.
- Section 7. Access to Information by Outside Parties** - In the event a public disclosure request is received from an outside party seeking to access an employee's personnel files or records, the District will immediately inform the employee of the identity of the requesting party, the nature and scope of the request.

ARTICLE 20 - EMPLOYEE RIGHTS

- Section 1.** The District shall provide for the defense of an employee in any civil suit wherein the complaint charges the employee with negligence and/or gross negligence (1) in performing or failing to perform his or her pre-assigned and/or customary duties, or (2) in the performance

of any act to protect school property, to prevent injury to persons on school grounds or at school functions, to maintain student discipline or control on school grounds, or at school functions, or in performing other similar services for the District if the employee acts in good faith and has reasonable grounds to believe that he or she has authority to act for the District under the particular circumstances.

Section 2. The District shall provide sufficient legal protection not only to employees who seek to render services to the District in performing regular duties, but also those who act expeditiously in uncommon situations to further the District's purpose. The District shall provide employees the full protection of the District's present liability insurance. The limiting factors to this paragraph are (1) the defending of the suit shall not be inconsistent with the terms and conditions of the District's present liability insurance; (2) in the event the claim is in excess of the District's present insurance coverage, the employee must provide his/her own defense as to the excess; and (3) the employee must cooperate in the defense of the suit as provided in the liability insurance policies.

Section 3. Video Cameras – The District will not install video cameras for the general purpose of evaluating or monitoring employee performance, but rather to record vandalism, theft, destruction or misuse of District property, or unsafe actions on District property. Employees will be notified of the locations of such cameras upon request.

Section 4. Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join in Union activity, and legally assist the Union or Union members.

ARTICLE 21 - PERFORMANCE EVALUATIONS

Section 1. Purpose of Performance Evaluations – The parties agree that performance evaluations are intended to be a constructive tool to enhance communication and understanding between the employee and the administrator. Performance evaluations shall not be used as a substitute for progressive discipline or corrective action.

Section 2. Timely Notification of Deficiencies – Employee shall be given timely notification of performance deficiencies, and afforded a reasonable and customary amount of training, support, and time to demonstrate improvement.

Section 3. Probationary Evaluations – Probationary employees shall receive feedback on an informal basis of the probation period. At the conclusion of the probationary period, the employee will be formally evaluated using the same procedure as is used for the annual regular employees.

- Section 4. Annual Evaluations** – All regular employees shall be evaluated annually no later than June 1st of each year.
- Section 5. Evaluation Forms** – The performance evaluation form may be revised upon mutual agreement of the District and the Union.
- Section 6. Conflict of Interest** – No bargaining unit member shall conduct the performance evaluation of another bargaining unit member. However, a lead employee may provide input to the supervisor about the performance and training needs of employees who they are assigned to lead.
- Section 7. Lack of Performance Evaluations** – When performance evaluations are used as a means of qualifying/competing for transfer or promotion, and the applicant did not receive a performance evaluation for a relevant time period, said employee shall be assumed to have met or exceeded expectations in all performance dimensions for the evaluation periods in question.

ARTICLE 22 - MANAGEMENT RIGHTS STATEMENT

- Section 1.** Except to the extent specifically abridged by specified provisions of this agreement, the Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past. The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; their right (which shall be exercised as provided in the paragraph herein relating to termination of employment) to lay off, terminate or otherwise relieve school bus drivers from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work and to introduce new and improved work methods or equipment and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.
- Section 2.** The exercise of the District's rights stated herein is an exclusive function of management. The exercise of the management rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this agreement when such exercise violates the letter and intent of this agreement in the opinion of the Union.

ARTICLE 23 - SUBCONTRACTING

- Section 1.** If the District shall propose to subcontract or otherwise change the operation of the program covered by this agreement such that it is operated by any other party, the District shall notify the Union of such proposal at least ninety (90) calendar days prior to such subcontract or change.
- Section 2.** The District shall also notify prospective subcontractors that preference in employment of employees covered by this agreement shall be given to such employees on the basis of seniority.
- Section 3.** The District shall make every effort to assure that any subcontracting or other change shall not result in the lowering of working conditions or benefits of current employees.
- Section 4. Contracting for Supplemental Pupil Transportation Service** - In the event the District determines there is a need to contract for pupil transportation services to supplement District drivers and/or vehicles, the following steps will be followed:
- A.** Transportation Department Dispatch and/or administrative staff will review every request for pupil transportation service and first offer trips to district drivers, per Article 3.
 - B.** In the event district drivers cannot be offered a field trip request at least eight (8) working days prior to the event without negatively impacting pupil to/from transportation or other assigned routes, the Director will invite the union stewards to review the request and determine whether a solution can be found that assigns the work to district drivers, without negatively impacting pupil to/from transportation or other assigned routes.
 - C.** In the event the Director and the union stewards have not identified a solution by 4:00 p.m. seven (7) working days prior to the event, the Director will have the right to contract for transportation services for that trip.
 - D.** In the event a district driver loses compensation as a result of the contracted pupil transportation service, the driver will be fully compensated for all lost time. Lost time is the difference between the total daily time the driver actually worked and the total daily time the driver would have worked had the driver driven the charter trip.
 - E.** The district may assign daily work to a driver who is in paid status due to the contracting of pupil transportation service for a given trip. In the case of full charter trips, the driver is assumed to be in paid status for the time period defined in the

trip paperwork. Notwithstanding Article III, Sections 3, 4 and 5, the Director of Transportation or designee may assign the driver in paid status unassigned work from the Yellow Sheet. Drivers who are in paid status but have not been assigned work are required to confer with their supervisor to determine whether there is work available.

In the case of a partial or "drop-only charter," the driver is in paid status only for the portion of the regular route that the district needed to supplement with a charter. Once the driver completes the conflicting portion of the regular route, then the driver will proceed directly to their assigned trip.

- F. The decision to contract for supplemental pupil transportation services may be made only by the Transportation Director or designee, Deputy Superintendent or Superintendent.

ARTICLE 24 - SEVERABILITY

Section 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 regulation 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.

Section 2. If any provision of this Agreement is held to be contrary to law, the parties by mutual agreement, within ten (10) working days, shall commence bargaining on said provision.

ARTICLE 25 - COMMITTEES

Section 1. SEIU, Local #925, and the Shoreline School District agree to convene a Labor Management Committee at least every other month during the school year for the purpose of seeking resolution on issues of common concern. The committee will be comprised of four (4) bargaining unit members plus management representatives. The District will reimburse the bargaining unit members for up to 1-1/2 hours per meeting.

Section 2. The school district agrees to send one copy of the safety committee meeting minutes to SEIU, Local #925 representative for distribution among the bargaining unit members.

Section 3. Whenever possible, employees will be released from work at their appropriate rate of pay to attend District-required conferences or meetings. The District will endeavor to schedule such conferences

and meetings to maximize attendance. Required meetings include, but are not necessarily limited to: Insurance Advisory Committee, Safety Committee, and the Shoreline Employee Network (SLEN).

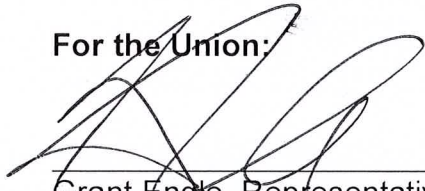
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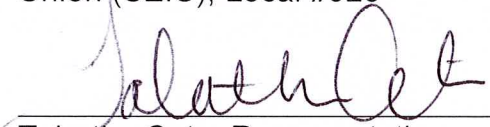
ARTICLE 26 - ADOPTION AND RENEWAL

- Section 1.** In adopting this schedule, the Shoreline Board of Directors expresses its desire to pay the best salaries possible to its employees based upon the available revenues accruing to the District.
- Section 2.** A certified copy of this Salary Schedule and Provisions for school bus drivers, as adopted by the Shoreline Board of Directors, shall be forwarded to the Service Employees International Union, Local #925.
- Section 3.** This Agreement shall take effect as of September 1, 2023 and shall be in full force and effect until August 31, 2026. If either the Union or the District desires a modification of this Agreement, the Agreement may be reopened by mutual consent.
- Section 4.** The District shall post the contract on its website and pay the costs of providing a printed copy to each bargaining unit employee upon request.

Adopted by the Shoreline Board of Directors
at its regular meeting of December 19, 2023.

For the Union:


Grant Engle, Representative
Service Employees International
Union (SEIU), Local #925

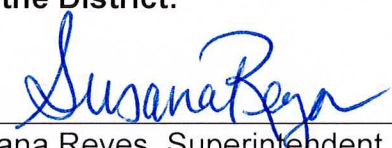

Tabatha Cote, Representative

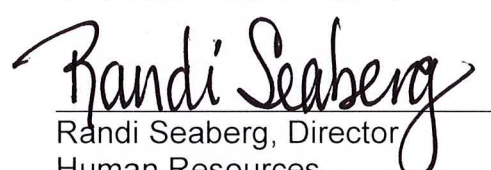

Morgan Lewis, Representative

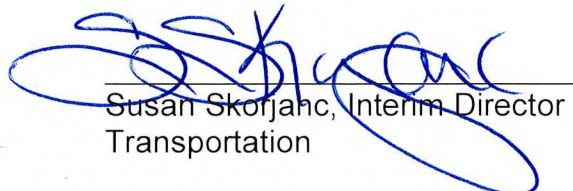

Jerry Bogen, Representative


Elizabeth Bowerman, Representative

For the District:


Susana Reyes, Superintendent
Secretary – Board of Directors
Shoreline School District


Randi Seaberg, Director
Human Resources


Susan Skorjanc, Interim Director
Transportation