

**SHORELINE SCHOOL DISTRICT NO. 412
Shoreline, Washington 98155**

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

Effective September 1, 2008 through August 31, 2011

ARTICLE 1 - GENERAL STATEMENT OF PHILOSOPHY

Section 1. Purpose of Agreement - This salary schedule and provisions for school bus drivers 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. Reference to Drivers - Hereafter, any reference to drivers, whether full or part-time, shall be with regard to their employment with the Shoreline School District Transportation Department.

Section 4. 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.

Section 2. Driver Protective Gear - The school district will provide bus drivers with overalls and disposable gloves when washing buses, fueling buses and adding oil. The school district will provide a shed where bus drivers can check and add oil in the buses as required.

Section 3. 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.

Section 4. Job Descriptions - The District shall furnish the Union with a job description for school bus drivers including modification and revisions thereto.

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 shall be guaranteed a minimum of two (2) hours per day as assigned by the Director of Transportation.

B. Substitute School Bus Driver: A substitute school bus driver is a driver who is available for on call substitute work for regular drivers.

C. For the 2008-2009 school year only: Relief School Bus Driver: A relief school bus driver is a regular school bus driver who substitutes for the regular assigned bus driver in the case of absence for any reason from their regular route, or drives field trips or performs other support duties as required to fill his/her regular assigned day. A relief school bus driver is expected to have a thorough general knowledge of the Shoreline School District.

(1) The District agrees that there shall be a minimum of one (1) relief driver. The relief driver shall be guaranteed eight (8) hours per day. A relief driver shall be allowed to work up to and including eight (8) hours per day when work is available before such work is assigned to drivers with less slipboard seniority.

(2) Relief drivers shall be available for their assigned eight (8) hours, within a given ten (10) hour day.

Section 5. Probationary Period - A school bus driver is considered a probationary employee during the first one hundred eighty (180) days, except that wages will move to the bus driver base rate after sixty (60) days of driving and contract benefits will begin at the same time.

Section 6. Wage Adjustments – For the 2009-10 and 2010-11 school years, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary variable of the Basic Education Act staff funding formula, in the month such increase is effective.

In each year of this Agreement, the District also will complete an annual survey and provide any adjustment to wage rates necessary to stay at one cent (\$0.01) above the midpoint of the 11 Puget Sound peer districts historically used by the District. Those districts are: Bellevue, Edmonds, Everett, Federal Way, Highline, Issaquah, Kent, Lake Washington, Northshore, Puyallup, and Seattle. The District will use the SIRS report, as supplemented with independent investigation of district wages when necessary because a district misreported or did not report wage rates to SIRS. Vacation pay at the nine year level shall be incorporated into the comparative wage rates. Districts which subcontract with a private company to provide a particular service will not be included in the survey for that particular service (e.g. Seattle is excluded from the Transportation survey because it subcontracts bus services). The benchmark position for Transportation wage rates shall be the "Base Rate" as compared to the SIRS "Bus Driver" position. The District shall rank districts according to the maximum rate for the benchmark position. If there are an odd number of districts included in the survey, the midpoint will be the middle district's wage rate (e.g. the 6th ranked district out of 11 districts). If there are an even number of districts included in the survey, the midpoint will be the arithmetic mean of the two middle districts (e.g. halfway between the 5th and 6th districts out of 10 total districts).

Section 7. Salary Schedules – All employees are paid on an hourly basis. The hourly rate for Summer Detailing shall be the base rate minus ten percent.

	2008-2009 Hourly Rate
Probationary (refer to Article 2, Section 5)	\$17.25
Base Rate	\$18.97
Assistant Dispatcher	\$21.70
Substitute Assistant Dispatcher	\$20.95
Driver Trainer	\$20.95
Upholstery Repair	\$18.97
Summer Detailing (base rate minus ten percent)	\$17.07

Section 8. Career Bonus – Employees with twenty (20) years experience shall be paid an additional \$0.30/hour commencing upon the anniversary of the employee’s hire date. Employees who currently have twenty (20) years or more experience shall receive the Career Bonus effective September 1, 2005.

Section 9. Support Services

Support services 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

Section 10. 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 24 of this agreement.

ARTICLE 3 - WORK WEEK

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.

Section 2. Minimum Pay.

- A.** A regular school bus driver shall be guaranteed a minimum of two (2) hours assignment for a regular route assignment.
- 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 a.m. routes and ten (10) minutes before p.m. routes of paid time for pre-trip inspection and preparation of their bus.

Section 3. Extra Work Opportunities - Regular bus drivers by slipboard seniority will be offered non-regular runs 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
- 2) Midday kindergarten runs
- 3) Activity runs
- 4) Therapy runs
- 5) Midday preschool runs
- 6) Head Start
- 7) Shuttles

Section 4. Request for Extra Work Form (Yellow Sheet) - A “Request for Extra Work” form (known as the “yellow sheet”) is posted for the purpose of requesting extra work assignments on a daily basis. It is the responsibility of the driver to accurately and completely sign this form prior to the time it is taken down each day, 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 driver requesting extra work (by signing the yellow sheet) 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 driver requesting extra work (by signing the yellow sheet), regardless of regular assignments, before such work is assigned to substitutes.

Section 6. Adjustment of Assignments to Minimize Overtime - Whenever possible, to avoid overtime due to an extra assignment, a driver may be relieved of some or all of his/her regular afternoon assignments.

Section 7. Driver 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, drivers 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 school bus driver's regular rate of pay.

B. Saturday: One and one-half (1-1/2) times the school bus driver's regular rate of pay.

C. Sunday: Two (2) times the school bus driver's regular rate of pay.

D. Holidays: Three (3) times the school bus driver's regular rate of pay which includes the regular holiday pay.

Section 9. Call Back Service - 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 a driver's route assignments.

Section 9. Standby Time - Standby time is time other than actual driving time when the driver is not required to exercise care or supervision of the equipment. 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 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. The District shall develop an examination schedule for employees. Employees will provide sign-in and sign-out verification to the District.

Section 11. State Training - All school bus drivers shall be paid at the base rate for State required training, except where overtime occurs as requested by the District.

Section 12. Payment of Federal Licensing Fees - The District shall pay district required federal licensing fees for all current Shoreline school bus drivers. New drivers will be reimbursed for the federal licensing fees after completion of their probationary period. The District will reimburse employees for required certifications, permits and licenses.

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 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. Initial Route Picks - At the beginning of each school year, the department shall display all a.m., p.m. relief drivers and Special Education routes with the minimum amount of hours also listed. Relief driver positions shall have scheduled 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. If a school bus driver is not present for selection, the 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 3. Driver Input Through Labor Management Committee - Bus drivers are encouraged to provide input regarding transportation issues through the Labor Management Committee.

Section 4. Required Attendance on Route Selection Day - Drivers shall be required to attend on the day of route selection and shall be paid for all time in attendance.

Section 5. Optional Route Selection - After regular routes have been selected, the drivers, by slipboard seniority, shall select the 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: kindergartens, regular daily after-school activities, Head Start, athletic shuttles, special education work programs, therapy runs, and midday preschool routes and shuttles.

Section 6. 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 7. Updating Necessary Maps and Route Listings - Drivers will be allowed a reasonable amount of paid time to update all necessary maps and route listings. If maps are not provided, drivers will be allowed a reasonable amount of paid time to prepare all necessary maps.

Section 8. Eligibility for Optional Routes - In order to qualify to pick an optional run, a school bus driver must drive an a.m. and a p.m. route on a regular assigned basis. A re-pick on all optional runs shall be made on the third Friday of October annually, unless the third Friday is a non-student day in which case the re-pick will be held on the fourth Friday in October. The re-pick shall be conducted in the same manner as the initial route pick. Following the annual optional re-pick, any unassigned shuttles will be assigned or posted within ten (10) working days of their availability.

Section 9. Duration of Route Selection - Once a school bus driver has selected a run, he/she shall remain on the same run throughout the regular school year, unless a run becomes vacant which will enable him/her to serve more hours per day, condense the work day or increase salary.

Section 10. Posting of Vacant Routes - If a run 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 run for a forty-eight (48) hour period prior to filling, and shall post said routes within five (5) days of their creation or vacancy. Drivers shall sign for the run during this time period and the run will be assigned by slipboard seniority.

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

Section 12. Involuntary Reassignment of Driver - If it is evident that a driver 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 driver in question, after a hearing. The Union representative shall have every opportunity to be present at said hearing. Any driver being reassigned for reasons included in this section shall receive a minimum of four (4) hours of additional training during the driver'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. Posting of Temporary Route(s) as Leave Replacement - When a driver will be absent for longer than thirty (30) working days, the route shall be posted for bid on a temporary basis within 10 working days of Human Resources or Director of Transportation receiving written notice that a position is available. The replacement employee shall receive all benefits available to a regular bus driver except trips. When a substitute driver has been assigned to a route due to the absence of the regularly assigned driver or the lack of a regularly assigned driver for longer than thirty (30) days, that driver will receive all benefits available to a regular bus driver retroactive to the first day of driving the route.

Section 15. Assignment of Mobility Assistants - Special education routes will be provided with mobility aides when such personnel are determined by the District to be necessary to ensure the safety and welfare of special education students.

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 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 or not requesting to return to the Transportation facilities prior to six o'clock (6:00)

p.m. of the same day. The driver may be replaced on his/her regularly assigned route in this event. 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.

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 - A driver shall be guaranteed two (2) hours minimum pay over their regularly scheduled hours for a two (2) year trip.

E. Driver Availability Requirements - At the beginning of each school year, eligible drivers shall sign a list as to availability for two (2) year trips on the rotation list. However, on a driver's second (2nd) year anniversary date, he/she will be added to the trip rotation list automatically. Drivers who sign as available, shall not refuse trips after acceptance for any reason other than illness or emergency. If a driver refuses a trip after acceptance for reasons other than specified, he/she will forfeit the next two (2) trips he/she is entitled to in the rotation. If a driver refuses a trip and the next driver in rotation has insufficient notice, the driver shall not be penalized for refusing the trip.

F. 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.

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 due to employee's illness or injury.

I. Responsibility to Clean Bus - Drivers are expected to clean the bus used for the trip upon their return.

J. Options If Multiple Trips Available - When two (2) or more trips occur on the same date, the most senior driver eligible in rotation for a trip shall be allowed to specify the trip he/she desires. Where a driver is eligible for two two-year trips on the same day (e.g. because of canceled/rescheduled trips), the driver does not lose his/her rotation for the trip not chosen.

K. Replacement on Regular Route - If trips are scheduled during the driver's regular work shift, he/she will be replaced on his/her regularly assigned route.

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 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 Assistant 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 Route - If overnight trips are scheduled during the driver's regular work shift, he/she will be replaced on his/her regularly assigned route.

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 cost of meals 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 due to an employee's illness or injury.

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.

ARTICLE 6 - VACATION ALLOWANCES

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 July or the regular payroll date, according to the following schedule:

Paid in July 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.

Section 4. Donated (Shared) Leave - Employees may donate a portion of their vacation/sick leave payout to fellow employees who have exhausted their sick leave accrual and meet the provisions of District policy and RCWs 28A.400.380 and 41.04.650-665. Provisions for leave donations/sharing are included within this Agreement as Attachment #1.

Section 5. Vacation Usage Prior to Retirement - In the last 24 month period preceding retirement, a retiring employee will not be paid for more than 240 hours of accumulated vacation. However, the employee will be given an opportunity to utilize vacation days which have been accrued beyond the 240 days.

ARTICLE 7 - STAFF DEVELOPMENT

Section 1. Staff Development Opportunities - School bus drivers 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. Hours with pay will be offered for staff development classes authorized by the District. The total

number of hours offered will be based on six hours per waiver day applied for and approved. For example, a four day waiver application will result in 24 hours offered of staff development. 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 design 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.

Section 3. District Staff Development Offerings - The District will provide up to three (3) 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 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 2. Eligibility for Holiday Pay - Regular school bus drivers shall receive payment for the above-mentioned holidays based on regular assigned hours. In order to receive holiday pay, the driver must have been in paid status the work day either immediately preceding or immediately following the holiday.

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)

- A. Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated without limitation. 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.

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

C. Sick leave shall be used for employee absence caused by personal illness, injury or disability, including pregnancy and in the case of an ill child. In the case of other family illness, the employee shall contact the Office of Human Resources regarding use of sick leave options. Sick leave may be utilized for medical and dental appointments.

D. 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.

E. A doctor's certificate may be required from an employee after five (5) days of absence.

F. 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.

G. 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 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. The employee does not have to provide reasons for requesting personal leave. However, 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.

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 submit that leave request to the Superintendent of Schools 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 Executive 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 grant 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 Association 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.

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.

Section 3. Vacation Accrual Prior to Retirement - In the last 24 month period preceding retirement, a retiring employee will not be paid for more than 240 hours of accumulated vacation. However, the employee will be given an opportunity to utilize vacation days which have been accrued beyond the 240 days.

ARTICLE 12 - SENIORITY

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 - 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 followed by substitute bus drivers 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.

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, Washington State Employees' Credit Union and other district-approved deductions for employees requesting such a deduction.

ARTICLE 14 - GROUP INSURANCE

Section 1. Group Insurance (Basic) - Each employee working twenty (20) or more scheduled hours per week is eligible to participate in the District's Basic Group Insurance Program. Hours performed in support services shall be combined with driving hours for participation in the Group Insurance Program.

Section 2. District Contribution - Each month, the District shall provide the monthly amount identified in the state appropriations act plus \$29.00 for each benefit-eligible Employee of the bargaining unit (regardless of the source of funds used to pay each Employee's salary), prorated on the basis of the Employee's full-time equivalency (FTE). For the purposes of this Article, a full-time employee is any employee working 1,440 or

more regularly scheduled hours during the school year. Benefit eligible employees regularly scheduled to work less than 1,440 hours per year shall receive a prorated share of the District contribution.

Section 3. Mandatory Group Insurance Plans - The cost of mandatory group insurance plans mutually approved by the District and Union (dental, vision, term life insurance which pays the annual salary of the employee and long-term disability - if applicable) will be subtracted from the District contribution (identified in Section 2 of this Article (above) each month, and the remainder will be applied toward any mutually-approved medical insurance plan selected by the Employee. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.

Section 4. Calculation and Distribution of the Insurance Pooling - Any portion of the Employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other bargaining unit Employees with out-of-pocket medical insurance premium costs. This monthly pool amount will be calculated in October, and then re-calculated in April of each year (for distribution during the months following such months). Each month, each Employee with out-of-pocket costs will be credited with an equal dollar amount of the pool up to the total cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").

The amount of the mandatory employer taxes not expended by the District due to employee participation in a Section 125 individual medical savings account shall be added to the insurance pool. This amount shall be calculated based on elections which take effect January 1 of the current school year.

Section 5. Health Care Authority Subsidy - The District shall not use any portion of the pool for the payment of the monthly Health Care Authority (HCA) subsidy required by the state or any other cost, unless all Employee out-of-pocket premium costs are covered for that particular school year.

Section 6. Pooling Information - Each year, the District shall provide a report to the Union identifying the amount of the pool, an explanation how the insurance pool amount was calculated and the amounts distributed to Employees. In accordance with its right as a collective bargaining agent under state law, the Union may receive any further financial information substantiating these figures from the District upon request.

Section 7. Shared Insurance Allocation with Spouse or Domestic Partner Also Employed by District - An employee whose spouse/domestic partner also is a District employee eligible for a District insurance contribution may combine his or her insurance allocation with that of his or her spouse/domestic partner for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather two "employee only" plans). The reduction in insurance and the unused portion of the insurance allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to the same procedure before the combination of insurance allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to each insurance pool.

Section 8. Optional Supplemental Insurance - Employees may elect to have optional group insurance programs offered by the District, including but not limited to short term disability, accidental death and dismemberment, and supplemental life insurance, with monthly premium costs to be deducted in full from the employee's salary warrant each month. No part of the District Contributions, described in Section 2 of this Article, or Insurance Pool funds can be applied to the optional supplemental insurance premiums.

Section 9. District Advisory Insurance Committee - The District Advisory Insurance Committee shall assist in determining the types of insurance programs to be provided to employees subject to approval by the Board.

Section 10. Section 125 Pre-Tax Savings Accounts - The District will continue to offer a Section 125 plan for health care expenses and/or dependent care.

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 ten (10) working days, to the immediate supervisor for reconsideration with copies transmitted by the Union to the Director of Human Resources. These parties, within ten (10) working days, 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 ten (10) working days, submit the written grievance to the Director of Human Resources. These parties, within ten (10) working days from submission of the grievance statement, shall attempt to resolve the dispute and indicate by written statement the grievance disposition.

Step 3. Superintendent or Designee: If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within ten (10) working days, submit the written grievance to the Superintendent or designee. These parties, within ten (10) working days from submission of the grievance statement, 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. The Service Employees, Local #925, is recognized as the official labor organization and exclusive bargaining representative for all school bus drivers of the Shoreline School District.

Section 2. The District agrees that the Union has the right to encourage all school bus drivers in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all school bus drivers in the bargaining unit regardless of membership status.

Section 3. It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all members of the bargaining unit. To this end, each school bus driver within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the school bus driver's date of hire or

thirty (30) calendar days following the effective date of this agreement, whichever is later. School bus drivers with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said school bus driver is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable charity as specified in RCW 41.56. In the event a school bus driver does not abide by the above provisions, the services of said school bus driver shall be discontinued.

Section 4. The District agrees to deduct from the paycheck of each school bus driver who has authorized it, the regular monthly dues uniformly required of members of the Union and any additional amount the employee voluntarily authorizes for deduction for political purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of the school bus drivers involved. Authorization by the school bus driver shall be on a form approved by the parties hereto and may be revoked by the school bus driver upon request.

Section 5. The Union agrees to indemnify and save harmless the District from any and all liability resulting from the dues check-off system.

Section 6. The District shall provide the Union an annual status listing of all employees covered by this agreement. Each month thereafter changes in status, including new hires, shall be forwarded to the Union.

Section 7. The Union may have shop stewards, who are employed as school bus drivers, who shall perform their regular duties as such, but shall be the Union's representatives on the job.

Section 8. The Union shall provide the Director of Transportation and the Superintendent's Office with the names of the personnel duly elected to office and those acting as shop stewards for the Union.

Section 9. Building Access - Authorized agents of the Union shall have access to all buildings covered by this Agreement to discharge their duties as representatives of the Union.

Section 10. Bulletin Boards - The District will make available suitable space for the exclusive use of the Union for posting notices of its meetings, elections, recreational affairs, reports of Union committees, rulings and policies of the Union.

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 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 school bus drivers 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 drivers shall be notified of all regular routes which become available through re-pick in the October following the school year in which the driver was laid off. (If a laid-off driver 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 twenty-four (24) months have 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 identify 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.

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.

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).

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, 2008 and shall be in full force and effect until August 31, 2011. 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 pay the costs of printing the contract and shall provide a copy to each bargaining unit employee.

Adopted by the Shoreline Board of Directors at its regular meeting of October 20, 2008.

For the Union:

For the District:

Irene Eldridge, Secretary-Treasurer
Service Employees International
Union (SEIU), Local #925

Sue Walker, Superintendent
Secretary – Board of Directors
Shoreline School District

Laurie Rabinashad, Representative

Marcia E. Harris, Deputy Superintendent

Konny Carlson, Representative

William Fritz, Director
Human Resources

Don Engelbach, Representative

Devin Denney, Director
Transportation

Sharon Knudsen, Representative

Chuck Leone, Representative