

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**SHORELINE SCHOOL DISTRICT
NO. 412**

and the

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 925**

***CUSTODIANS, WAREHOUSE AND
GROUNDS EMPLOYEES***

September 1, 2015 to August 31, 2019

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

**COLLECTIVE BARGAINING AGREEMENT WITH SEIU, LOCAL #925 -
CUSTODIANS, GROUNDS AND WAREHOUSE BARGAINING UNIT**

Effective September 1, 2015 through August 31, 2019

ARTICLE 1 - GENERAL STATEMENT OF PHILOSOPHY

Section 1. Purpose of Agreement - This salary schedule and provisions for custodians, warehousepersons and grounds employees in 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 Laws, State Laws and the Washington Administrative Code, will be maintained for all employees under this Agreement.

ARTICLE 2 - SALARY SCHEDULES

Section 1. Wage Adjustments – For the 2015-16, 2016-17, 2017-18, and 2018-19 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, and/or the State I-732 Cost of Living Adjustment, in the month such increase is effective.

In addition, the District and the Union agree to conduct an annual compensation market study before April 1 of each year, to determine whether a percentage increase shall be applied to the wage rates then in effect to bring Shoreline's rates to midpoint for the following school year. For the purpose of this calculation, "midpoint" is determined by ranking the maximum compensation hourly rate for a benchmark position in each category (Custodians, Grounds, Warehouse, Temporary Substitutes) for each district in the study. The district at the 16th 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 % increase for each benchmark position shall be the % applied to all positions in that category to calculate the total cost of such additional compensation. The District and the Union shall determine the distribution of the total cost of such additional compensation to each regular position in the category. The District and the Union agree to use wage data from the 31 school districts in King and Snohomish Counties, excluding Index and Skykomish, in the midpoint analysis. In the event the District agrees to use a different set of school districts for the midpoint analysis for other employee groups, the District and the Union agree to re-open the list of districts used in the midpoint analysis for this Agreement.

1 The benchmark position for determining mid-point in each category shall be: Head Day
2 Senior High Custodian for Custodians; Grounds II for Grounds; and Warehouse II for
3 Warehouse.

4
5 **Section 2. Wage Rates** – All employees are paid on an hourly basis, as follows:

6	7	8	9
	CUSTODIANS:		2015-2016 Hourly Rate
9	A.	Basic Custodian	\$19.11
10	B.	Head Night - Elementary	\$20.27
11		Conference Center	
12	C.	Head Night - Middle School	\$20.86
13		Head Night - Administrative Center	
14			
15	D.	Head Day – Elementary	\$21.44
16		Day Assistant - Senior High	
17			
18	E.	Head Day - Middle School	\$22.97
19		Head Day - Administrative Center	
20		Head Night - Senior High	
21			
22	F.	Head Day - Senior High	\$24.25
23			
24		GROUND:	
25		Grounds I	\$22.97
26		Grounds II	\$24.25
27		Grounds Foreman (10% above Grounds II)	\$26.67
28			
29		WAREHOUSE:	
30		Warehouse Lead	\$27.89
31		Warehouse I	\$22.97
32		Warehouse II**	\$24.25
33		(includes Transition, Courier and Warehouse Maintenance Helper)	
34		**10% for Transition Lead for up to 3 months per year	
35			
36		TEMPORARY SUBSTITUTES:	
37		Custodians (Step 1)	\$15.03
38		Custodians (Step 2)	\$16.23
39		Grounds *** (Step 1)	\$13.38
40		Grounds *** (Step 2)	\$14.52
41		Skilled Summer Maintenance***	\$19.42
42		***The above scheduled positions are of a temporary duration and shall normally	
43		not exceed 120 days of employment.	
44			

45 **Section 3. Career Bonus** - Employees with five (5) years experience shall be
46 paid an additional \$0.20/hour commencing upon the anniversary of the employee's hire
47 date. Employees with ten (10) years experience shall be paid an additional \$0.40/hour
48 commencing upon the anniversary of the employee's hire date. Employees with twenty
49 (20) years experience shall be paid an additional \$0.60/hour commencing upon the
50 anniversary of the employee's hire date.

1 **ARTICLE 3 - GENERAL JOB DESCRIPTIONS**

2
3 **Section 1. Grounds Personnel** - *Grounds* personnel are classified into two (2)
4 categories, as follows:

5
6 **A. Grounds I:** Performs skilled or semi-skilled work during all or part of the
7 year; acts as a lead in areas of skill specialty as directed by the grounds foreman.
8 Operates general grounds equipment and other light equipment, including
9 motorized mowers, gang mowers and vehicles.

10
11 **B. Grounds II:** Performs highly skilled work in a combination of two or
12 more skills, and acts as a lead for those under his/her direction as directed by the
13 grounds foreman. Has experience at a journeyman level of a year or more in each
14 skill. Operates heavy equipment, i.e., bulldozer, tiller, backhoe, etc. Performs
15 mechanical repairs to grounds sprinkler systems where qualified.

16
17 **C. Grounds Foreman:** In addition to the duties of the Grounds II position, the
18 Grounds Foreman also has responsibility for the legal and appropriate application
19 of pesticides. Schedules and leads the assignment of work to other Grounds
20 staff. Provides recommendations to the Director of Maintenance concerning the
21 condition of District grounds and related needs.

22
23 **Section 2. Warehouse Personnel** - *Warehouse* personnel are classified into two (2)
24 categories, as follows:

25
26 **A. Warehouse I:** Performs general assigned duties in warehousing
27 activities under the direction of the Director of Food Services and Warehouse.

28
29 **B. Warehouse II:** Performs skilled duties related to receiving, distributing
30 and accounting for warehouse materials and supplies. Operates all mobile
31 equipment assigned to warehouse activities.

32
33 **C. Warehouse Lead:** Provides leadership to warehouse staff in the orderly
34 receipt, distribution, and accounting of warehouse stock. Organizes schedules
35 and oversees annual inventory of warehouse supplies.

36
37 **Section 3. Custodial Positions** - *Custodians* are classified into six (6) categories, as
38 follows:

39
40 **A. Basic Custodian:** Performs general assigned tasks of cleaning,
41 maintaining and providing security in those areas assigned.

42
43 **B. Head Night:** Performs general and specific custodian tasks for cleaning,
44 maintaining, heating and security of the building and grounds during the night
45 shift. Acts as lead of other custodians if assigned to building. Provides liaison as
46 assigned to community groups using building facilities.

47
48 **C. Head Day:** Performs general and specific custodian tasks for cleaning,
49 maintaining, heating and security of the building and grounds during the day shift.
50 Acts as lead of all custodians assigned to the building. Works directly with the
51 building administrator and staff.
52

1 **D. Day Assistant:** Performs general and specific tasks of cleaning,
2 maintaining and security of the building and grounds as directed by the head day
3 custodian.
4

5 **E. Conference Center Custodian Variable Position:** The CCC is currently
6 a six hour a day, 30 hours a week position. The CCC shall have the right of first
7 refusal for ten (10) additional hours of work, including hours on the sixth day. To
8 the extent possible management will maintain a five day weekly schedule.
9

- 10 1. The CCC position may have split hours to allow a divided shift of two
11 (2) and four hour blocks; or two (2) three-hour blocks. However,
12 management will attempt to create undivided shifts as much as
13 possible and notify the CCC of divided shifts at least a week ahead of
14 time when possible. The position shall be exempt from Article 4.2.
- 15 2. The CCC will be scheduled five days per week, but may be scheduled
16 for a sixth day on occasion. The position shall be exempt from Article
17 4.1. Management will attempt to create a consistent five days
18 schedule and when possible notify the CCC at least two weeks ahead
19 of time if a sixth day will be required.
- 20 3. Any extra work that would fit with the CCC's weekly schedule up to
21 forty (40) hours shall be offered to the CCC before given to the On-
22 Call Conference Center Custodian or offered as overtime to other
23 custodians.
- 24 4. Overtime shall be as Article 5, except for 5.1.B. Overtime shall be
25 rotated between three regular custodians at the Shoreline Center,
26 starting with the most senior custodian.
27

28 **F. On-Call Conference Custodian:** The on-call custodian shall not be
29 scheduled but used as needed to supplement the CCC but not take work
30 that would allow the CCC to get forty (40) hours of work a week. The on-
31 call custodian shall be paid the basic custodian rate as per Section 2.2.A.
32

33 **G. Substitute:** Substitutes may be used to cover absences, emergency
34 situations, or to fill in while hiring and/or promotions are being processed.
35

36 **Section 4. Revised Duties and New Classifications** - Any position that requires a
37 change in classification due to additional or different skills, or a new position as required
38 within the bargaining unit, the District agrees to consult with the Union in order to
39 determine job title, specification and bargain rate of pay for the position.
40

41 **Section 5. Copies to Union** - The District will furnish the Union with specific job
42 descriptions for all classifications in the bargaining unit including modifications and
43 revisions thereto.
44

45 **Section 6. Exclusive Jurisdiction Over Bargaining Unit Work** - All work detailed
46 in the job descriptions shall be exclusively performed by employees covered by this
47 Agreement; provided that nothing in this section shall prevent the District from
48 subcontracting services pursuant to Section 23.0 of this Agreement.
49

50 **Section 7. Workload Distribution** - In designing and assigning workloads, the
51 District will achieve the most equitable distribution of work within the limitations imposed
52 by work locations. When an employee identifies an alleged overload, the custodial

1 supervisor with the assistance of the head day custodian will work with the employee to
2 attempt to remedy the situation.

3
4 **Section 8. Other Duties as Assigned** - The job descriptions contained in this Article
5 are not intended to enumerate all duties and/or responsibilities of employees in each
6 classification.

7
8
9 **ARTICLE 4 - WORK WEEK**

10
11 **Section 1. Standard Work Week** - Work week will consist of five (5) consecutive
12 days on a Monday to Friday basis.

13
14 **Section 2. Standard Work Day** - All full-time work shifts will consist of eight (8)
15 consecutive hours excluding a thirty (30) minute uninterrupted lunch period as near the
16 middle of the shift as practical. The schedule for custodians shall be determined by the
17 District by October 1 with written notification made to each employee. It is understood
18 and agreed that employees shall be given at least ten (10) working days notice of any
19 change in the work schedule, except, when a temporary emergency exists, this time
20 period is waived.

21
22 **Section 3. Rest Periods** - Employees shall receive a paid fifteen (15) minute break
23 during each four (4) hours worked. It is the District's intention to provide uninterrupted
24 rest breaks. Employees may take rest breaks on site but away from the duty station. If
25 an employee feels that the building or department schedule does not provide sufficient
26 time for a break, District management will investigate and alter schedules to ensure the
27 employee is scheduled for a contractual break.

28
29 **Section 4. Lunch Periods** - Employees who work five (5) or more hours per day
30 shall receive an unpaid thirty (30) minute lunch break. It is the District's intention to
31 provide uninterrupted lunch breaks. Employees may take lunch breaks off site. Day
32 shift employees must notify the school office before leaving campus. Night shift
33 employees must secure the building to the best of their ability before leaving campus. If
34 an employee feels that the building or department schedule does not provide sufficient
35 time for a break, District management will investigate and alter schedules to ensure the
36 employee is scheduled for a contractual lunch break.

37
38 **Section 5. Wage If Employee Required to Work During Lunch Period** - In the
39 event a supervisor requires an employee to work any portion of the lunch period and the
40 employee works his entire shift, the employee will be compensated at the overtime rate
41 for the time lost from his lunch period unless he is permitted to take a break equal to the
42 amount of time worked during lunch prior to the end of his regular shift.

43
44
45 **ARTICLE 5 - OVERTIME PAY**

46
47 **Section 1. Overtime** - Overtime pay will be paid after eight (8) hours in a given day,
48 or after forty (40) hours in a given week, as follows:

- 49
50 **A.** Overtime: One and one-half times the employee's regular rate of pay.
51
52 **B.** Saturday: One and one-half times the employee's regular rate of pay.

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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 2. Pay for Attending Required Meetings or Conferences - Employees required to attend conferences or meetings after their regular scheduled working hours will be paid at the overtime rate.

ARTICLE 6 - CALL BACK SERVICE

Section 1. Call Back Pay - Call back service for employees will be paid at the overtime rate of not less than two (2) hours of assignment; actual work shall be limited to the time required to complete the emergency.

Section 2. Order of Call Back - Head day custodians will be offered the first opportunity to call back work in their facility. The District agrees to make a single phone call. In the event no telephone contact is made, the District's obligation is terminated. Custodians called back agree to respond within 30 minutes from the District's initial call.

Section 3. Overtime As Extension of Regular Shift Not Considered Call Back - Overtime required of an employee immediately before or after regular hours will not be covered by the two (2) hour minimum for call back service.

ARTICLE 7 - OTHER PROVISIONS

Section 1. Pro-ration for Part-time Employees - Any employee covered under this Agreement working less than an eight (8) hour day, forty (40) hours a week, shall receive that pro-rata portion of all provisions covered under this Agreement unless otherwise provided for in this Agreement (for example, see Article 18 Group Insurance).

Section 2. Physical Examinations - Post-employment physical examinations may be required by the District at no cost to the employee.

Section 3. Community Use of Facilities - When a school facility is being used under an approved school district building use application, the principal/supervisor may request that a custodian be on duty subject to the need and time as determined by the principal or supervisor. When non-district sponsored user groups rent school gyms, cafeterias, and theaters for eight (8) hours or more, the District will assign a custodian to be on duty for up to four (4) hours as designated by the building supervisor. When non-district sponsored user groups rent school gyms, cafeterias or theaters for up to four (4) hours, the District will assign a custodian to be on duty for up to two (2) hours as designated by the building supervisor.

Section 4. Work Outside of Classification - When an employee is assigned the duties of an employee at a higher classification for five (5) or more continuous work days, such employee shall be paid at the rate established for such higher classification beginning with the first day of such assignment. This provision shall not apply due to any high school custodian taking vacation during the summer or to middle school or

1 elementary custodians taking vacation during summer or other school term breaks (i.e.
2 winter, midwinter and spring breaks).

3
4 **Section 5. Pesticide License (Grounds)** - A maximum of two (2) grounds
5 employees, including the grounds foreman position, will receive a premium of one
6 hundred and fifty dollars (\$150.00) per month after qualifying for and maintaining the
7 pesticide license. This stipend will be awarded by seniority within the grounds
8 department.

9
10 It is understood that any certified grounds personnel may apply pesticides as directed by
11 the grounds foreman.

12
13 **Section 6. Mileage Reimbursement** - Employees who use their own transportation
14 on District business shall be reimbursed at the mileage rate established by the District.
15 Employees shall maintain all required licensing and insurances.

16
17 **Section 7. Assignment of Additional Work** - Hourly employees will be given first
18 chance for additional work where qualified.

19
20 **Section 8. Training Needs and Requirements** - The training needs and
21 requirements of custodians, grounds, warehouse employees will be identified by the
22 Union and District in the Labor Management Committee. The parties will work together
23 to address the needs identified through that process.

24
25 **Section 9. Standard Work Year** - The normal work year shall consist of 260 days.
26 In the event the work year exceeds 260 days, days beyond 260 shall be taken as time
27 off without pay. Days taken off shall be scheduled by mutual agreement between the
28 supervisor and employee. With mutual agreement between the supervisor and
29 employee, days beyond 260 may be worked for additional pay.

30
31 **Section 10. Required Certifications, Permits and Licenses** - The District will
32 reimburse employees for required certifications, permits and licenses.

33 34 35 **ARTICLE 8 - SENIORITY**

36
37 **Section 1. Classification Seniority** - Classification seniority is defined as the most
38 recent length of continuous service as a regular employee with the District in a given job
39 classification.

40
41 **Section 2. Bargaining Unit Seniority** - Seniority shall be continuous length of
42 service as of the first date of employment as a regular employee under this Agreement.

43
44 **Section 3. SEIU Seniority** - SEIU seniority is defined as the most recent length of
45 continuous service as a regular employee with the District in any combination of job
46 classifications and any combination of bargaining units represented by SEIU Local 925.

47
48 **Section 4. District-wide Seniority** - District-wide seniority is defined as the most
49 recent length of continuous service as a regular employee with the District in any
50 combination of positions.

1 **ARTICLE 9 - VACATION ALLOWANCE**

2
3 **Section 1. Vacation Accrual** - Vacation accrual will be front-loaded in September of
4 each year, based on the following schedule. When an employee becomes eligible for a
5 different level of vacation accrual mid-year, the September front-loading of vacation shall
6 include the additional vacation pro-rated to the end of the fiscal year (August 31). For
7 the purposes of this schedule, an employee shall be credited with an additional year of
8 district experience on the anniversary of his or her official hire date. For purposes of
9 vacation accrual, a year of service begins on the anniversary of an employee's date of
10 hire and ends the day before their next anniversary date.
11

Years of District Employment	Vacation Days
1 st year through 5th year	10 days
6 th year through 10th year	15 days
11 th year through 15th year	20 days
16th year	21 days
17th year	22 days
18 th year	23 days
19th year	24 days
20th or more years of service	25 days

12 Example:

13 An employee will receive 10 annual days of vacation for their first five full years of
14 employment. Upon the 6th anniversary of their date of hire, the employee earns a pro-
15 rated share (anniversary date to August 31st) of the next tier of vacation accrual.
16

17
18 **Section 2. Vacation Scheduling** - It is further understood that the appropriate
19 supervisor will arrange for full-time employee's vacation beyond the standard two (2)
20 week period consistent with the work schedule of the respective department. It will be
21 the practice to guarantee two (2) consecutive weeks with the balance being allotted as
22 mutually agreed.
23

24 **Section 3. Pro-rata for Part-time Employees** - Part-time employees shall receive
25 pro-rata vacation in accordance with the above schedule for full-time employees.
26

27 **Section 4. Vacation Requests** - Employees may request vacation leave in one-day
28 increments subject to advance approval and the District's ability to maintain adequate
29 staffing and safety.
30

31 **Section 5. Vacation Carryover** - Employees may carry vacation accrued in one
32 year, up to eighty (80) hours, over to the next year with advanced approval subject to the
33 school district's ability to maintain adequate staffing and safety.
34

35 **Section 6. Donated (Shared) Leave** - Employees may donate a portion of their
36 vacation/sick leave payout to fellow employees who have exhausted their sick leave
37 accrual and meet the provisions of District policy and in accordance with state law and
38 regulations.
39

40 **Section 7. Vacation at Retirement** - A retiring employee may receive a lump sum
41 cash payment for no more than 30 days of accumulated, unused vacation. In addition,
42 the employee will be given an opportunity to extend their retirement date to fully utilize
43 any additional accumulated, unused vacation days beyond thirty (30) days.

1 **Section 8. Vacation Accrual Upon Transfer** - Upon transferring from one District
2 department to another, employees shall maintain their vacation accrual rate according to
3 their years of service with the District.
4

5
6 **ARTICLE 10 – HOLIDAYS**
7

8 The following holidays shall be designated as such and any work performed on holidays
9 shall be paid for at the overtime rate for not less than two (2) hours. Regular employees
10 shall receive pay for the following holidays:
11

- 12 Labor Day
- 13 Veterans' Day
- 14 Thanksgiving (Thanksgiving and the following day)
- 15 Christmas Day plus one additional day (as scheduled on the district calendar)
- 16 New Year's Day plus one additional day (as scheduled on the district calendar)
- 17 Martin Luther King Day
- 18 President's Day
- 19 Memorial Day
- 20 Independence Day (July 4th plus a date to be determined on the District calendar
- 21 each year)
- 22

23
24 **ARTICLE 11 - SAFETY**
25

26 **Section 1. Commitment to Safety** - The District shall provide and maintain a safe
27 and healthful workplace, and comply with all state and federal laws, rules and
28 regulations pertaining to workplace safety and health.
29

30 **Section 2. Workers Responsibility** - Employees shall follow the safety and health
31 rules, wear or use all required safety gear and equipment provided by the District, and
32 participate in District provided safety training.
33

34 **Section 3. Workers Right to Know** – Material Safety Data Sheets (MSDS) will be
35 available for reference and review in a conspicuous area accessible to all affected
36 employees.
37

38 **Section 4. Safety Bulletin Board** – There shall be a safety bulletin board in every
39 work site. The bulletin board will be sufficient in size to display required posters,
40 accident statistics, Safety Committee meeting minutes and safety educational materials.
41

42 **Section 5. No Discrimination** – No employee will be disciplined, discriminated
43 against or otherwise suffer retaliation for filing a safety complaint or grievance, reporting
44 a hazard, or acting as a witness in a safety investigation.
45

46 **Section 6. Reporting Safety Hazards** - It is the responsibility of all employees to
47 report safety hazards on a timely basis. Every effort will be made to remedy problems
48 as quickly as possible.
49

50 **Section 7. Safety Committee(s)** - A Building or Departmental Safety Committee
51 shall meet at least bimonthly. The Safety Committee shall have the following
52 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 8. 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.

ARTICLE 12 - 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.
- D. A doctor's certificate may be required from an employee after five (5) consecutive days of absence.
- E. 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 for up to eighteen (18) months or granted a leave of absence for a period of one (1) year.

Section 2. Sick Leave/Coordination - Industrial Insurance - Employees suffering illness or injury compensable under State industrial insurance shall be allowed, upon

1 written request, to use sick leave to the amount of their earned credit less any industrial
2 insurance payments received. Sick leave charged to the employee shall be
3 proportionate to that portion of the employee's salary paid by sick leave. The combined
4 insurance and sick leave payments cannot total more than the employee's normal base
5 pay. Any overpayments must be returned to the District by the employee.
6

7 **Section 3. Bereavement Leave - (non-cumulative)** - Up to five (5) days
8 bereavement leave shall be allowed for each death in the employee's immediate family
9 (spouse, domestic partner, parent, step-parent, child, step-child, mother or father in law,
10 or others living in the same immediate household). Up to three (3) days bereavement
11 leave shall be allowed for absence caused by the death of that employee's brother,
12 sister, grandparent or grandchild and up to one (1) day for funerals of other relatives
13 and/or friends. Such absence shall be reported on a District approved leave form. Up to
14 five (5) additional days bereavement for death in the employee's immediate family may
15 be granted upon written request to the Director of Human Resources. These additional
16 days shall be deducted from the employee's accrued sick leave or personal leave. In
17 the event the employee has no sick leave or personal leave available, the District may
18 approve the use of accrued vacation leave, and if necessary, leave without pay.
19

20 **Section 4. Personal Leave** - Three (3) days of personal leave will be allowed for
21 each employee, cumulative up to a maximum of six (6) Personal Leave days. The
22 employee does not have to provide reasons for requesting personal leave. However,
23 the employee does need to provide reasonable advance notice of a Personal Leave
24 request whenever possible, and requests may be denied where, through the
25 unavailability of substitutes or otherwise, the leave would unduly burden departmental
26 operations. Personal leave may be taken in hourly increments. Such absence shall be
27 reported on a District approved leave form and verified by the Office of Human
28 Resources. Upon request, reasons(s) for denial shall be given by the District.
29

30 **Section 5. Jury Duty** - An employee who is absent because of jury duty shall be
31 paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for
32 mileage and/or related expenses. The employee shall furnish the District with a written
33 statement showing the date of jury duty. The employee shall report to work when
34 released from any jury duty during any scheduled work day.
35

36 **Section 6. Leave of Absence** - After two (2) years of continuous employment, a
37 leave of absence may be granted, not to exceed one (1) year in duration, upon written
38 application to the Office of Human Resources because of staff reduction, personal
39 illness, family emergency, child care, or special cases as recommended by the
40 Superintendent's office. Notification of acceptance or rejection of a leave of absence
41 request will be made in writing by the Office of Human Resources. Employees granted a
42 leave of absence will retain accumulated seniority rights of all types and sick leave.
43 Employees may continue medical benefits at their own expense for the duration of the
44 leave of absence. At the termination of the leave, not to exceed ninety (90) days, the
45 employee shall be returned to his/her former assignment. Employees returning from a
46 leave of absence will be re-employed at the same or a comparable position subject to
47 the availability of a position.
48
49
50
51
52

1 **Section 7. Temporary Disability Leave**
2

3 **A.** Each employee who for medical reasons, including pregnancy, cannot
4 perform the functions of his/her assigned position shall be considered eligible for
5 a temporary disability leave with sick leave benefits.
6

7 **B.** An employee requesting a leave due to temporary disability shall be
8 considered eligible for a temporary disability leave with sick leave benefits.
9

10 **C.** An employee requesting a leave due to temporary disability shall make
11 every effort to submit that leave request to the Director of Human Resources at
12 least ten (10) working days in advance of the proposed starting date of the leave.
13

14 **D.** The effective date of the leave will be determined by the Office of Human
15 Resources in consultation with the employee and his/her physician.
16

17 **E.** An employee on temporary disability leave shall receive sick leave
18 benefits for each work day of the leave up to the number of sick leave days
19 accrued and shall retain all other rights and benefits of approved leaves.
20

21 **F.** An employee granted a temporary disability leave shall be returned to
22 his/her former assignment.
23

24 **Section 8. Military Leave** - Military leave shall be granted as specified in State and
25 Federal law.
26

27 **Section 9. Union Representative Leave** - A leave of absence shall be granted by
28 the Board for one SEIU member total per year as appointed to serve as an SEIU
29 Representative for up to twelve (12) consecutive months per appointment. Such request
30 for Union Representative Leave shall be submitted to the Executive Director of Human
31 Resources at least 120 calendar days prior to the anticipated start date of the leave.
32 The District shall, unless otherwise requested by the employee, re-employ the individual
33 who is grant Union Representative leave in the same classification upon the employee's
34 return from the leave. When on leave, the individual shall retain all rights, benefits and
35 seniority rights that the employee had prior to taking the leave. Seniority will not continue
36 to accrue during the employee's Union Representative Leave. The Association agrees
37 to reimburse the District for all salary costs, benefits, paid leave and employee taxes
38 paid to or on behalf of the employee on Union Representative Leave.
39

40 **Section 10. Union Business Leave** – The Union may be allowed up to four (4) days
41 for Union business, subject to availability of a substitute and with seven (7) days
42 advance notice to the supervisor and Human Resources. The Union shall pay the cost of
43 the substitute.
44

45
46 **ARTICLE 13 - RETIREMENT**
47

48 **Section 1. SERS Retirement System** - All employees must mandatorily belong to
49 the School Employees Retirement System (SERS) and retirement will be governed by
50 the Rules and Regulations of said system.
51

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

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

8
9
10 **ARTICLE 14 - TERMINATION OF EMPLOYMENT**

11
12 **Section 1. Notice by District** - The termination of employment under normal
13 circumstances should require not less than fifteen (15) calendar days notice be given the
14 employee.

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

19 **Section 3. Termination During Probation Period** - Probationary employees may
20 be terminated by the District at any time during the probationary period of the first ninety
21 (90) working days without right of appeal unless otherwise mutually agreed. The reason
22 for the dismissal shall be filed in the employee's personnel file and sent to the Union.

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

25
26 **A. Purpose of Administrative Leave** - The purpose of administrative leave
27 is to remove an employee from the workplace during the pendency of an
28 investigation and/or until discipline is imposed. Administrative leave is paid leave
29 and non-disciplinary in nature.

30
31 **B. Reasons For Administrative Leave** - Administrative leave will be used
32 only when the District believes the employee's continued presence in the
33 workplace could threaten or endanger children, self, or others, disrupt the
34 educational or work environment, or interfere with an investigation.

35
36 **C. Determination of Need for Administrative Leave** - Due to the limited
37 circumstances where administrative leave is necessary, the decision to place an
38 employee on paid administrative leave will be made by the Executive Director of
39 Human Resources (or her/his designee, if the Executive Director of Human
40 Resources is unavailable) in consultation with the Superintendent or designee.

41
42 **D. Onset of Investigation** - The District will make every effort to begin the
43 investigation as quickly as possible after placing the employee on paid
44 administrative leave.

45
46 **F. Notice to Union** - The District will notify a Union representative upon
47 placing an employee on administrative leave. The employee may request union
48 representation at any time in the investigative process.
49

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

5 **Section 6. Notification of Discipline** - Any employee disciplined or discharged for
6 just cause shall be given a written notification by the District within ten (10) calendar
7 days of the action. A copy shall be placed within the personnel file of the employee with
8 a copy to the Union. The employee may elect to submit a grievance under 18.0,
9 following said action.

10
11
12 **ARTICLE 15 – PROMOTIONS AND TRANSFERS**
13

14 Promotions within the bargaining unit shall be made subject to the following procedures
15 and final approval of Human Resources.

16
17 **Section 1. Notice of Promotional Opportunities** - Employees will be advised of all
18 transfer and promotional opportunities through an announcement of position vacancy by
19 Human Resources. The announcement will be posted at each work location for a
20 minimum of five (5) working days prior to the selection of a candidate. Such
21 announcements will include the job title, a description of the duties and responsibilities,
22 and the rate of pay. The Union will be provided a copy of such announcement.
23 Employees may access information about all other District positions on the District's
24 website and job line. Substitutes may not be used in lieu of or to avoid hiring permanent
25 employees.

26
27 **Section 2. Application** - Individual employees seeking promotion shall apply for the
28 position by letter and will be interviewed.

29
30 **Section 3. Factors to be Considered** - Consideration shall be given to each
31 promotional applicant as to classification seniority (for transfer applicants) or bargaining
32 unit seniority (for promotional applicants), qualifications, and performance.

33
34 **Section 4. Notification of Decision** - Written notification of selection or rejection
35 with stated reasons will be made to each applicant by Human Resources.

36
37 **Section 5. Criteria for Selection** - Management reserves the right to determine the
38 qualifications, ability and performance of candidates for selection to positions. Ability
39 and performance shall be determined on the basis of job skills, past performance, on-
40 the-job initiative and judgment on matters related to the position. The individual who, in
41 the objective judgment of management, is best qualified in terms of these factors shall
42 be selected for the position. Selection shall be based upon objective factors related to
43 the position which shall be reflected in the job announcement posting. When two (2) or
44 more candidates are equally qualified, the candidate with classification seniority (for
45 transfers) or bargaining unit seniority (for promotions) will be selected.

46
47 **Section 6. Trial Service Period After Promotion** - In the event of promotion, the
48 employee shall be serve a trial of not more than ninety (90) calendar days in the higher
49 classification. Prior to the end of the trial service period, that senior employee may be
50 returned to his/her former or comparable position if the District determines that the
51 employee is not performing satisfactorily. The employee may also voluntarily return to

1 his/her former position during the trial service period. The employee shall receive the
2 higher rate of pay during the trial period.

3
4 **Section 7. Posting / Filling for Temporary Leave Replacements** - It is understood
5 that when a bargaining unit employee is granted a leave of absence for longer than thirty
6 (30) working days, the position will be posted as a temporary position and employees
7 may apply for the position. The temporary employee shall receive the benefits available
8 to regular employees.

9
10
11 **ARTICLE 16 - REDUCTION IN WORK FORCE**

12
13 **Section 1. Potential Causes for Reduction-in-Force** - The District may reduce-in-
14 force under the following circumstances:

- 15
16 **A.** Lack of work; and or
17 **B.** Lack of funds; and/or
18 **C.** Good faith reorganization, which results in there being fewer positions
19 than people.

20
21 **Section 2. Notification to Union** - The District will provide written notification to the
22 Union of the potential for reduction-in-force, as early as possible following the District's
23 determination of program needs. Such notification will identify the affected
24 classifications, locations of at-risk positions, and number of employees affected.

25
26 The Union reserves the right to bargain with respect to the impact of the potential
27 reduction-in-force.

28
29 **Section 3. Notification to Affected Employees** - Employees who serve in positions
30 which have been identified as at-risk for reduction-in-force, shall be notified in writing of
31 the potential for reduction, the anticipated effective date, their bumping rights and the
32 opportunity to participate in the Recall Pool.

33
34 The District shall provide such written notice at least thirty (30) calendar days in advance
35 of the effective date of the reduction or lay-off. The District shall provide concurrent
36 notification to the Union office.

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

39
40 **A.** Layoffs will occur with the least senior member of the bargaining unit being laid
41 off first. Bargaining unit seniority shall determine the order of layoff and bumping.

42
43 **B.** An employee whose position has been eliminated may bump any other employee
44 having less seniority within his/her classification or within like classifications paid at
45 the same rate of pay, e.g., a Head Night Senior High Custodian may bump a Head
46 night Senior High, Head Day Administrative Center or a Head Day Middle School
47 Custodian. Bumping shall not occur across job groups (Custodial, Grounds,
48 Warehouse).

49
50 **C.** In the event no bumping options were available as provided in the foregoing
51 section, the affected employee may bump any employee in a lower classification or
52 within like classifications paid at the same rate of pay.

1
2 **D.** The provisions above do not negate the requirement to first post and award
3 vacant positions to transfer candidates from within the classification, and internal
4 promotional candidates from within the classification series. However, the employee
5 whose position has been eliminated may select the vacant position if he/she had
6 greater seniority than the transfer and/or promotional candidates.

7
8 **E.** In the event no options were available as provided in the foregoing sections, the
9 affected employee shall be offered the opportunity to fill any vacant SEIU
10 represented positions for which they meet the minimum qualifications. When more
11 than one (1) at-risk employee qualifies for the vacant position, the position shall be
12 awarded to the employee with the greater SEIU seniority.

13
14 This provision does not negate the requirement to first post and award vacant
15 positions to transfer candidates from within the classification, and internal
16 promotional candidates from within the classification series. At-risk employees may
17 only be offered such positions after the usual processes have been exhausted.

18
19 **F.** In the event no options were available as provided in the foregoing sections,
20 the at-risk employee shall be offered the opportunity to fill any other vacant District
21 positions for which they meet minimum qualifications. When more than one (1) at-
22 risk employee qualifies for the vacant position, the position shall be awarded to the
23 employee with the greater District-wide seniority.

24
25 It is agreed and understood that this option may not be available for all vacant
26 District positions. Eligibility/consideration for some positions may be restricted by
27 provisions in other Collective Bargaining Agreements or individual
28 student/programmatic needs for students qualifying for Special Programs.

29
30 **Section 5. Recall Pool** - Employees who have been notified of their reduction or lay-
31 off, may request placement in the Recall Pool by notifying the Human Resources office
32 within fifteen (15) working days of the effective date of the reduction or lay-off. Recall
33 shall be made on the basis of classification seniority.

34
35 Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to
36 remain on the recall list for the classification from which they were reduced/laid-off.

37
38 Employees shall be eligible for recall for a period of eighteen (18) months from the
39 effective date of their reduction/lay-off.

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

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

47
48 **Section 7. Refusal of Re-employment** - Refusal of re-employment after two (2)
49 offers of a position with comparable pay/position/hours from which the employee was
50 reduced/laid-off will result in the employee being placed at the bottom of the recall list.

1 **Section 8. Address Changes** - It shall be the employee's obligation to keep the
2 Human Resources office informed of any change in address and telephone number to
3 ensure that the District can provide timely notification of re-employment opportunities.
4

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

10 **Section 10. Restoration of Seniority and Benefits Upon Reinstatement** - All
11 employees who are recalled from reduction/lay-off shall assume their previous
12 accumulated seniority for all purposes, and benefits.
13

14 **Section 11. Employee Right to Revert to Layoff** - In the event an employee has
15 accepted a position in a new classification in lieu of lay-off, and s/he determines that
16 they do not feel they can continue in the position for any reason, s/he shall be allowed to
17 take a voluntary lay-off without penalty and with full recall rights.
18

19 **ARTICLE 17 - OPTIONAL PAYROLL DEDUCTION**

20
21
22 The Payroll Department will deduct union dues, including any additional amount the
23 employee voluntarily authorizes for deduction for political purposes, Washington State
24 Employees' Credit Union and other District-approved deductions for employees
25 requesting such a deduction.
26

27 **ARTICLE 18 - GROUP INSURANCE**

28
29
30 **Section 1. Group Insurance (Basic)** - Each employee working twenty (20) or
31 more scheduled hours per week is eligible to participate in the District's Basic Group
32 Insurance Program.
33

34 **Section 2. District Contribution** - Each month, the District shall provide the monthly
35 amount identified in the state appropriations act plus \$29.00 for each benefit-eligible
36 Employee of the bargaining unit (regardless of the source of funds used to pay each
37 Employee's salary), prorated on the basis of the Employee's full-time equivalency (FTE).
38 For the purposes of this Article, a full-time employee is any employee working 1,440 or
39 more regularly scheduled hours during the school year. Benefit eligible employees
40 regularly scheduled to work less than 1,440 hours per year shall receive a prorated
41 share of the District contribution.
42

43 **Section 3. Mandatory Group Insurance Plans** - The cost of mandatory group
44 insurance plans mutually approved by the District and Union (dental, vision, term life
45 insurance which pays the annual salary of the employee and long-term disability - if
46 applicable) will be subtracted from the District contribution (identified in Section 2 of this
47 Article (above) each month, and the remainder will be applied toward any mutually-
48 approved medical insurance plan selected by the Employee. Any remaining portion of
49 the medical insurance premiums will be deducted from the Employee's salary warrant.
50

51 **Section 4. Calculation and Distribution of the Insurance Pooling** - Any portion of the
52 Employee's insurance allocations remaining after subtracting the cost of mandatory and

1 medical insurance premiums will be pooled for the sole benefit of other bargaining unit
2 Employees with out-of-pocket medical insurance premium costs. This monthly pool
3 amount will be calculated in October, and then re-calculated in April of each year (for
4 distribution during the months following such months). Each month, each Employee with
5 out-of-pocket costs will be credited with an equal dollar amount of the pool up to the total
6 cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted,
7 whichever comes first (commonly referred to as "pooling by rounds").
8

9 The amount of the mandatory employer taxes not expended by the District due to
10 employee participation in a Section 125 individual medical savings account shall be
11 added to the insurance pool. This amount shall be calculated based on elections which
12 take effect January 1 of the current school year.
13

14 **Section 5. Health Care Authority Subsidy** - The District shall not use any portion of
15 the pool for the payment of the monthly Health Care Authority (HCA) subsidy required by
16 the state or any other cost, unless all Employee out-of-pocket premium costs are
17 covered for that particular school year.
18

19 **Section 6. Pooling Information** - Each year, the District shall provide a report to the
20 Union identifying the amount of the pool, an explanation how the insurance pool amount
21 was calculated and the amounts distributed to Employees. In accordance with its right
22 as a collective bargaining agent under state law, the Union may receive any further
23 financial information substantiating these figures from the District upon request.
24

25 **Section 7. Shared Insurance Allocation with Spouse or Domestic Partner Also**
26 **Employed by District** - An employee whose spouse/domestic partner also is a District
27 employee eligible for a District insurance contribution may combine his or her insurance
28 allocation with that of his or her spouse/domestic partner for the purchase of a single
29 insurance plan to offset the employee's out-of-pocket costs for medical insurance
30 premiums (e.g. the purchase of one "employee plus spouse" plan rather two "employee
31 only" plans). The reduction in insurance and the unused portion of the insurance
32 allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in
33 a different bargaining unit, the other bargaining unit must agree to the same procedure
34 before the combination of insurance allocations can be effective. If the spouse/domestic
35 partner is in a different insurance pool, one-half of the cost of the single insurance plan
36 shall be charged to each insurance pool.
37

38 **Section 8. Optional Supplemental Insurance** - Employees may elect to have optional
39 group insurance programs offered by the District, including but not limited to short term
40 disability, accidental death and dismemberment, and supplemental life insurance, with
41 monthly premium costs to be deducted in full from the employee's salary warrant each
42 month. No part of the District Contributions, described in Section 2 of this Article, or
43 Insurance Pool funds can be applied to the optional supplemental insurance premiums.
44

45 **Section 9. District Advisory Insurance Committee** - The District Advisory
46 Insurance Committee shall assist in determining the types of insurance programs to be
47 provided to employees subject to approval by the Board.
48

49 **Section 10. Section 125 Pre-Tax Savings Accounts** - The District will continue to
50 offer a Section 125 plan for health care expenses and/or dependent care.
51
52

1
2
3 **ARTICLE 19 - GRIEVANCE PROCEDURE**

4 **Section 1. Grievance Definition** - In the event that any difference arises between
5 the Shoreline School District and the Union or any employee concerning the
6 interpretation, application, or compliance with the provisions of this Agreement, such
7 difference shall be deemed to be a grievance and shall be settled only in accordance
8 with the grievance procedure set forth herein. Prior to filing a formal grievance, the
9 employee shall first discuss the grievance with his/her immediate supervisor within ten
10 (10) working days of the occurrence or knowledge of the occurrence. Every effort shall
11 be made at this level to resolve the concern prior to a grievance filing. An employee may
12 request that a shop steward be present. At the request of either party, the employee and
13 supervisor shall reduce the resolution in writing.

14 **Section 2. Grievance Steps:**

15
16 **Step 1. Immediate Supervisor (Formal):** If no settlement is reached at the
17 informal discussion above, the Union representative, if he/she considers the
18 grievance to be valid, will reduce to writing a statement of the grievance. The
19 statement will be submitted in writing within fifteen (15) working days of the
20 meeting with the Supervisor described in Section 1, to the immediate supervisor
21 for reconsideration, with copies transmitted by the Union to the Director of
22 Human Resources of the Shoreline School District. A meeting will be scheduled
23 within five (5) working days of receipt of the written grievance. These parties,
24 within ten (10) working days of the Step 1 meeting, shall submit a written
25 statement as to the disposition of the grievance.

26
27 **Step 2. Director of Human Resources –** If no settlement is reached in Step 1,
28 the Union representative, may within fifteen (15) working days of the Step 1
29 written grievance response, submit the written grievance to the Director of
30 Human Resources. A meeting will be scheduled within five (5) working days of
31 receipt of the Step 2 grievance. These parties, within ten (10) working days of
32 the Step 2 meeting, shall submit a written statement as to the disposition of the
33 grievance.

34
35 **Step 3. Superintendent or Designee:** If no settlement has been reached in
36 Step 2, within the specified time limits, the Union representative may within
37 fifteen (15) working days, submit the written grievance to the Superintendent or
38 designee. A meeting will be scheduled within ten (10) working days of receipt of
39 the Step 3 grievance. These parties, within ten (10) working days shall attempt to
40 resolve the dispute and indicate by written statement the grievance disposition.

41
42 **Step 4. Arbitration:** If the disposition of the grievance by the
43 Superintendent or designee is unacceptable, the Union representative may,
44 within fifteen (15) working days of the response from Step 3, submit the
45 grievance to the American Arbitration Association for arbitration under their rules
46 and within the following guidelines:

47
48 **A.** The Arbitrator shall limit his decision strictly to disputes involving
49 the application, interpretation or alleged violation of specific articles
50 and/or sections of this Agreement or staff evaluation.
51

1 B. There shall be no appeal from the Arbitrator's decision if within the
2 scope of his authority. It shall be final and binding on the Union, the
3 employee(s) involved, the Administration and the Board.
4

5 C. The fees and expenses of the Arbitrator shall be shared equally by
6 the District and the Union. All other expenses shall be borne by the party
7 incurring them, and neither party shall be responsible for the expenses of
8 witnesses called by the other.
9

10 **Section 3. No Election of Remedies** - The grievance procedure outlined in this
11 Agreement shall not preclude the employee and/or the Union from taking any legal steps
12 available to them through the courts of competent jurisdiction.
13

14 **Section 4. Union Rights** - The Union shall have an opportunity to be present at all
15 grievance meetings.
16

17 **Section 5. Time Limits** - If an employee and/or the Union representative fails to
18 submit a written grievance to the next grievance step within the time limit so specified, it
19 will be assumed that the grievant has dropped the grievance or accepted the resolution
20 of the grievance at that level. If the District at any step fails to respond within the
21 required time limits, the grievance shall automatically move to the next step; however,
22 the District and the Union may mutually agree to extend the time limits at any one of the
23 steps.
24

25 ARTICLE 20 - PERSONNEL FILE

26

27
28 **Section 1. Personnel File** - Official personnel files shall be maintained in the Human
29 Resources office. Employees shall have the right to review their personal file with
30 reasonable notice, and they shall be entitled to copies of the contents upon request.
31 Employees may add a rebuttal statement to any disputed item(s) contained in the file,
32 which shall be attached to the document(s) in question and retained in the file.
33

34 **Section 2. Inspection of Personnel File** - An employee shall be allowed to
35 authorize inspection of his/her personnel file to a representative of the Union by
36 submitting a written request to the Office of Human Resources.
37

38 **Section 3. Employee Right to Supplement Personnel File** - The employee shall
39 have the right to add relevant information into the personnel file.
40

41 **Section 4. Retention of Letters of Reprimand** - Letters of reprimand shall be
42 removed from the personnel file, upon request, provided that one (1) year has elapsed
43 and no further disciplinary action has occurred during that period of employment.
44

45 **Section 5. Letters of Commendation** - Letters and other memoranda of
46 commendation, whether received from the District or outside parties, shall be retained in
47 the employee's official personnel file.
48

49 **Section 6. Health/Medical Records** - Health and medical records of employees
50 shall be maintained in the Human Resources office. Such files are entirely separate and
51 distinct from the employee's personnel file. No information "other than routine leave

1 request and return to work forms,” pertaining to the employee’s health or medical
2 conditions will be kept in Personnel files or Supervisor’s files.
3

4 **Section 7. Access to Information by Outside Parties** - In the event a public
5 disclosure request is received from an outside party seeking to access an employee’s
6 personnel files or records, the District will immediately inform the employee of the
7 identify of the requesting party, the nature and scope of the request.
8
9

10 ARTICLE 21 - EMPLOYEE RIGHTS

11
12 **Section 1.** The District shall provide for the defense of an employee in any civil suit
13 wherein the complaint charges the employee with negligence and/or gross negligence
14 (1) in performing or failing to perform his or her pre-assigned and/or customary duties, or
15 (2) in the performance of any act to protect school property, to prevent injury to persons
16 on school grounds or at school functions, to maintain student discipline or control on
17 school grounds, or at school functions, or in performing other similar services for the
18 District if the employee acts in good faith and has reasonable grounds to believe that he
19 or she has authority to act for the District under the particular circumstances.
20

21 **Section 2.** The District shall provide sufficient legal protection not only to employees
22 who seek to render services to the District in performing regular duties, but also those
23 who act expeditiously in uncommon situations to further the District’s purpose. The
24 District shall provide employees the full protection of the District’s present liability
25 insurance. The limiting factors to this paragraph are (1) the defending of the suit shall
26 not be inconsistent with the terms and conditions of the District’s present liability
27 insurance; (2) in the event the claim is in excess of the District’s present insurance
28 coverage, the employee must provide his/her own defense as to the excess; and (3) the
29 employee must cooperate in the defense of the suit as provided in the liability insurance
30 policies.
31

32 **Section 3. Video Cameras** – The District will not install video cameras for the
33 general purpose of evaluating or monitoring employee performance, but rather to record
34 vandalism, theft, destruction or misuse of District property, or unsafe actions on District
35 property. Employees will be notified of the locations of such cameras upon request.
36
37

38 ARTICLE 22 - PERFORMANCE EVALUATION

39
40 **Section 1. Purpose of Performance Evaluations** – The parties agree that
41 performance evaluations are intended to be a constructive tool to enhance
42 communication and understanding between the employee and the supervisor.
43 Performance evaluations shall not be used as a substitute for progressive discipline or
44 corrective action.
45

46 **Section 2. Timely Notification of Deficiencies** – Employee shall be given timely
47 notification of performance deficiencies, and afforded a reasonable and customary
48 amount of training, support, and time to demonstrate improvement.
49

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

1
2 **Section 4. Annual Evaluations** – All regular employees shall be evaluated annually.
3

4 **Section 5. Evaluation Forms** – The performance evaluation form may be revised
5 upon mutual agreement of the District and the Union.
6

7 **Section 6. Conflict of Interest** – No bargaining unit member shall conduct the
8 performance evaluation of another bargaining unit member. However, a lead employee
9 may provide input to the supervisor about the performance and training needs of
10 employees who they are assigned to lead.
11

12 **Section 7. Lack of Performance Evaluations** – When performance evaluations are
13 used as a means of qualifying/competing for transfer or promotion, and the applicant did
14 not receive a performance evaluation for a relevant time period, said employee shall be
15 assumed to have met or exceeded expectations in all performance dimensions for the
16 evaluation periods in question.
17

18
19 **ARTICLE 23 - UNION RIGHTS STATEMENT**
20

21 **Section 1.** The Service Employees International Union, Local #925, is recognized as
22 the official labor organization and exclusive bargaining representative for all employees
23 performing work as custodians, grounds keepers and warehousepersons in the
24 Shoreline School District.
25

26 **Section 2.** The District agrees that the Union has the right to encourage all
27 employees in the bargaining unit to become and remain members in good standing of
28 the Union, and the Union accepts its responsibility to fairly represent all employees in the
29 bargaining unit regardless of membership status.
30

31 **Section 3.** It is recognized that proper negotiations and administration of negotiated
32 agreements entails expense which is appropriately shared by all members of the
33 bargaining unit. To this end, each employee within the bargaining unit will be required,
34 as a condition of employment, to pay to the Union the regular monthly dues uniformly
35 required of all members or shall pay equivalent amounts to the Union as agency fees.
36 This obligation shall commence thirty (30) calendar days following the employee's date
37 of hire or thirty (30) calendar days following the effective date of this Agreement,
38 whichever is later. Employees with a bona fide religious objection to the foregoing,
39 which is based on a bona fide religious tenet or teaching of a church or religious body of
40 which said employee is a member, may satisfy this obligation by paying equivalent
41 amounts to a mutually agreed charity as specified in RCW 41.56. In the event an
42 employee does not abide by the above provisions, the services of said employee shall
43 be discontinued.
44

45 **Section 4.** The District agrees to deduct from the paycheck of each employee who
46 has authorized it, the regular monthly dues uniformly required of members of the Union
47 and any additional amount the employee voluntarily authorizes for deduction for political
48 purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of
49 the employees involved. Authorization by the employee shall be on a form approved by
50 the parties hereto and may be revoked by the employee upon request.
51

1 **Section 5.** The Union agrees to indemnify and save harmless the District from any
2 and all liability resulting from the dues check-off system.
3

4 **Section 6.** The District shall provide the Union an annual status listing of all
5 employees covered by this Agreement. Each month thereafter, changes in status shall
6 be forwarded to the Union.
7

8 **Section 7.** The Union may have a shop steward(s), who is (are) employed as a
9 custodian, grounds keeper or warehouseperson, who shall perform his/her regular duties
10 as such, but shall be the Union's representative on the job. In the absence of the shop
11 steward, an assistant shall perform the duties of the shop steward.
12

13 **Section 8.** The Union shall provide the Superintendent's Office with the names of the
14 personnel duly elected to office and those acting as shop stewards for the Union.
15

16 **ARTICLE 24 –CLOTHING ALLOWANCE**

17
18
19 All regular Custodial and Warehouse employees hired as of September 1 of each year,
20 will be provided a \$250 per FTE clothing allowance for work related clothing. This
21 disbursement shall be made in the November paycheck.
22

23 In lieu of the clothing allowance, the District shall provide work uniforms to regular
24 Grounds employees. In addition, the District shall provide a footwear stipend of \$100
25 per employee to regular Grounds employees.
26

27 Through the Labor Management process, the Union and District shall develop guidelines
28 for safe and appropriate work clothing and footwear.
29

30 **ARTICLE 25 - MANAGEMENT RIGHTS CLAUSE**

31
32
33 **Section 1.** Except to the extent specifically abridged by specific provisions of this
34 Agreement, the Union recognizes the District's inherent and traditional right to manage
35 their respective businesses as has been their practice in the past. The Union recognizes
36 the right of the District to hire, suspend, transfer, promote, demote or discipline
37 employees and to maintain the discipline and efficiency of its employees; the right (which
38 shall be exercised as provided in the paragraph hereof relating to termination of
39 employment) to lay off, terminate or otherwise relieve employees from duty because of
40 lack of work for them to do, or for other reasons set forth in this Contract, the right to
41 establish and change work schedules and assignments and to eliminate, change or
42 consolidate jobs; the right to direct the methods and process of doing work, to introduce
43 new and improved work methods or equipment and to assign work to outside
44 contractors; the right to determine the starting and quitting time and the number of hours
45 to be worked; and the right to make and amend such reasonable rules and regulations
46 as it may deem necessary for the conduct of its businesses, and to require their
47 observance.
48

49 **Section 2.** The exercise of the District's rights stated here is an exclusive function of
50 management. The exercise of the Management Rights herein does not modify the
51 Union's right to appeal through the grievance procedure set forth in this Agreement when
52 such exercise violates the letter and intent of the Agreement in the opinion of the Union.

1
2 **Section 3.** The above Statement of Management Rights is not intended to be
3 exclusive and shall not be construed to limit or exclude any historical or normal rights of
4 either the District or Union.
5

6 **ARTICLE 26 - SUBCONTRACTING**
7

8 **Section 1.** If the District shall propose to subcontract or otherwise change the
9 operation of the program covered by this Agreement such that it is operated by any other
10 party, the District shall notify the Union of such proposal at least ninety (90) days prior to
11 such subcontract or change.
12

13 **Section 2.** The District shall also notify prospective subcontractors that preference in
14 employment of employees covered by this Agreement shall be given to such employees
15 on the basis of classification seniority.
16

17 **Section 3.** The District shall make every effort to assure that any subcontracting or
18 other change shall not result in the lowering of working conditions or benefits of current
19 employees.
20

21 **ARTICLE 27 - SEVERABILITY**
22

23
24 **Section 1.** In the event that any provision of this Agreement shall, at any time, be
25 declared invalid by any court of competent jurisdiction, or through government regulation
26 or decree, such decision shall not invalidate the entire Agreement, it being the express
27 intention of the parties hereto that all other provisions not declared invalid shall remain in
28 full force and effect.
29

30 **Section 2.** If any provision of this Agreement is held to be contrary to law, the parties
31 by mutual agreement, within ten (10) working days, shall commence bargaining on said
32 provision.
33

34 **ARTICLE 28 - COMMITTEES**
35

36
37 **Section 1.** SEIU, Local 925, and the Shoreline School District agree to convene a
38 Labor Management Committee for the purpose of seeking resolution on issues of
39 common concern.
40

41 **Section 2.** The School District agrees to send one copy of the safety committee
42 meeting minutes to SEIU, Local 925 representative for distribution among the bargaining
43 unit members.
44

45 **Section 3.** Whenever possible, employees will be released from work at their
46 appropriate rate of pay to attend District-required conferences or meetings. The District
47 will endeavor to schedule such conferences and meetings to maximize attendance.
48 Required meetings include, but are not necessarily limited to: Insurance Advisory
49 Committee, Safety Committee, and the Shoreline Employee Network (SLEN).
50
51
52

ARTICLE 29 - 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.

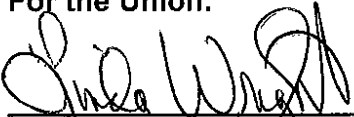
Section 2. A certified copy of this Salary Schedule and Provisions for Custodians, Warehousepersons and Grounds Employees, as adopted by the Shoreline Board of Directors, shall be forwarded to the Service Employees' Union, Local #925.

Section 3. This Agreement shall take effect as of September 1, 2015 and shall be in full force and effect until August 31, 2019. 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
October 26, 2015.

For the Union:



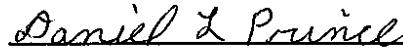
Linda Wright, Representative
Service Employees International
Union (SEIU), Local #925



Becky Brown, Representative

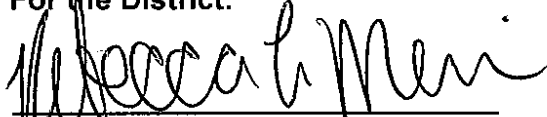


Dave Brown, Representative

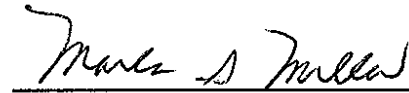


Dan Prince, Representative


For the District:



Rebecca Miner, Superintendent
Secretary -- Board of Directors
Shoreline School District



Marla S. Miller,
Deputy Superintendent



Tam Osborne, Director
Human Resources

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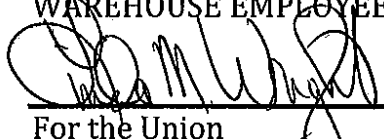
LETTER OF AGREEMENT
Between
SHORELINE SCHOOL DISTRICT NO. 412
And
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
CUSTODIAN GROUNDS WAREHOUSE EMPLOYEES

THIS LETTER OF AGREEMENT regarding **NEW EMPLOYEE ORIENTATIONS** is effective September 1, 2015 through August 31, 2019, and is supplemental to the 2015-2019 Collective Bargaining Agreement (CBA) between Shoreline School District No. 412 (District) and Service Employees International Union, Local 925, Custodian, Grounds, Warehouse Employees (SEIU 925 Transportation).

The employer shall provide a New Employee Orientation to all employees within their first month of employment. The orientation shall be regularly scheduled on a monthly basis and the Union shall be notified of the schedule. The employer shall provide a copy of this agreement and a membership card.

Leaders and/or union staff shall have rent-free use of a district conference room 30 minutes following the District's orientation to present information about the union to new employees, answer questions and enroll them in the union. The Union's field representative and the Member Resource Center shall receive prior written, electronic notice of the date, time and place of orientation along with a list of newly hired employees invited to each month's orientation. The list shall include the new hire's job classification, work location and shift.

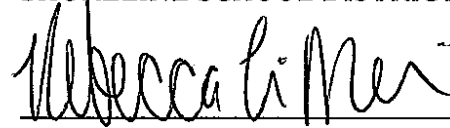
SEIU 925 CUSTODIAN GROUNDS
WAREHOUSE EMPLOYEES



For the Union
11-2-2015

Date

SHORELINE SCHOOL DISTRICT # 412



For the District
11/23/15

Date

VEBA Plan Memorandum of Understanding

Between Shoreline School District No. 412 and Custodians, Grounds, Warehouse Employees

Shoreline School District No. 412 ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Transportation Employees ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$<Amount>, which shall be contributed on a monthly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated <##> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

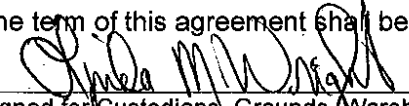
Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

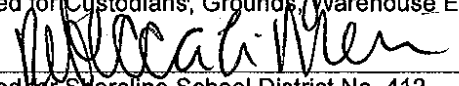
NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

Other: <insert eligibility and fund source definitions, if applicable>

The term of this agreement shall be from September 1, 2015 to August 31, 2016⁽²⁾.


Signed for Custodians, Grounds, Warehouse Employees

11-2-15
Date


Signed for Shoreline School District No. 412

11/23/15
Date

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan. ⁽²⁾The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).