

1 SHORELINE SCHOOL DISTRICT NO. 412
2 Shoreline, Washington 98155
3

4 COLLECTIVE BARGAINING AGREEMENT WITH SEIU, LOCAL #925 -
5 TRANSPORTATION BARGAINING UNIT
6

7 Effective September 1, 2021 through August 31, 2023
8
9

10 **ARTICLE 1 - GENERAL STATEMENT OF PHILOSOPHY**
11

12 **Section 1. Purpose of Agreement** - This salary schedule and provisions for school
13 bus drivers and mobility assistants employed by the Shoreline School District expresses
14 the philosophy of the District in developing personnel policies which will attract and hold
15 the best qualified personnel for all positions in the District.
16

17 **Section 2. Performance Reviews** - It is the policy of the Shoreline Board of Directors
18 to adopt a procedure for annual performance review of each employee.
19

20 **Section 3. Non-Discrimination** - It is agreed between the District and the Union that
21 non-discrimination pursuant to federal, state, and local laws, will be maintained for all
22 employees under this Agreement.
23

24 **ARTICLE 2 - SALARY SCHEDULES, DEFINITIONS & CLASSIFICATIONS**
25

26 **Section 1. Definition of School Bus Drivers** - For the purpose of clarification, a
27 school bus driver is defined as a person employed by the Shoreline School District for the
28 purpose of transporting students to and from school, and to and from all school-related
29 functions.
30

31 **A. Regular School Bus Driver:** A regular school bus driver is an employee
32 working for the Transportation Department on an hourly assigned basis and is
33 hired by the District as a regular bus driver. A regular school bus driver shall be
34 guaranteed a minimum of two (2) hours per day as assigned by the Transportation
35 Manager.
36

37 **B. Flex School Bus Driver:** A flex school bus driver is hired specifically to
38 provide daily substitute coverage for regular routes or any other trips for which a
39 regular bus driver is not available. Field trips shall be assigned to regular drivers
40 by the current practice of seniority and rotation; a flex driver may be assigned the
41 available route becoming open due to a field trip assignment. Flex drivers may bid
42 on two (2) year trips and on five (5) year trips that do not conflict with a potential
43 route time. All mid days shall be assigned by the current practice and only when
44 a mid-day cannot be filled may it then be assigned to a flex driver. The intent is to
45 continue to give opportunity to regular drivers having less than 8 hours per day
46 before awarding work to flex drivers.
47

48 The Parties acknowledge that hiring flex drivers occurs when the District is having
49 difficulty hiring enough substitute drivers to provide reliable coverage for absences
50 or vacant positions. The District may hire the number of flex drivers determined to
51 be necessary at a given time due to substitute shortages. Flex drivers shall be

1 guaranteed a minimum of eight (8) hours per day. Flex driver hours shall be
2 assigned as needed by Dispatch to fulfill the needs of the District.
3

4 Example: Drivers may need to be scheduled to pick-up McKinney Vento for early
5 morning runs or take home runs as needed and assigned by the transportation
6 supervisor. Driver will be available for (8) eight hours per day and non-driving time
7 can be filled by other appropriate transportation related work. Flex drivers shall
8 not be assigned solely for the purpose of Dispatch or Bus Washing but may assist
9 as needed and/or in other transportation related duties as needed. Flex drivers
10 may be scheduled in increments for a combined (8) hour day as directed by the
11 Director of Transportation to better fit the needs of the department. The district will
12 make every effort to work with all flex drivers so they work within the hours of 6:00
13 a.m. to 4:00 p.m. or 8:00 a.m. to 6:00 p.m., trying to avoid having a driver on district
14 property for 12 hours to earn 8 hours of work.
15

16 A flex school bus driver is expected to have a thorough knowledge of the Shoreline
17 School District, and be able to drive regular, mobility, and/or special needs routes.
18

19 **C. Trainee School Bus Driver:** A trainee school bus driver is an employee
20 who has applied for a school bus driver position, passed the orientation and
21 interview process, and been accepted into the District's New Hire Driver Class.
22 The trainee school bus driver will be paid the minimum hourly wage for each hour
23 of participation in the New Hire Driver Class. Upon successful completion of the
24 training program and being hired by the District as a regular or substitute school
25 bus driver, the Trainee School Bus Driver will be paid the appropriate hourly rate
26 of pay for hours worked in the position into which s/he is hired. The Trainee School
27 Bus Driver will also be reimbursed on the June paycheck for the cost of the
28 Commercial Driver's License endorsements obtained through successful
29 completion of the New Hire Driver Class, provided the driver has worked for the
30 District as a substitute or regular bus driver at least 80% of the time offered to the
31 employee to work following successful completion of the class and subsequent
32 employment as a regular or substitute bus driver.
33

34 **D. Substitute School Bus Driver:** A substitute school bus driver is a
35 driver who is available for on call substitute work for regular drivers. After sixty
36 days of substitute work, the substitute will be paid at base rate, but is not entitled
37 to any other rights or benefits under the Agreement, except Section 4.14.
38

39 **Section 2. Definition of Mobility Assistant:** A mobility assistant is an aide, paid with
40 federal special education funds, who is assigned to supervise students with disabilities
41 using district transportation.
42

- 43 **A. Regular Mobility Assistant:** A regular mobility assistant is an employee working
44 for the Transportation Department on an hourly assigned basis and is hired by the
45 District as a regular mobility assistant.
46
- 47 **B. Substitute Mobility Assistant:** A substitute mobility assistant is an employee
48 hired by the district on a temporary on call basis to substitute for a regular mobility
49 assistant who is absent.
50

1 **Section 3. Definition of Benefit Hours** – For the purpose of determining hours per
2 day for leave and holiday pay, Benefit Hours shall be calculated by computing a daily
3 average per week of the assigned hours for regular routes, including to/from and optional
4 routes. Benefit Hours for new employees shall be based on their assignment as of the
5 first day of school. Benefit Hours shall be recalculated for all employees after the October
6 route pick as described in the first sentence of this section, and the new Benefit Hours
7 shall be effective on the date the new run begins.
8

9 **Section 4. Definition of Regular Route Assignment** – The Regular Route
10 Assignment for a driver includes to/from and optional routes that are bid on and awarded
11 to a driver. It does not include 2-year and 5-year trips. The District identifies the time
12 expected to complete a regular route assignment based on the best information available
13 to the router at the time the assignment is created. In the event the driver recognizes the
14 time assigned to the route by the District is consistently inaccurate, the driver will submit
15 a time change notice for review and confirmation. Administration will use available tools,
16 including GPS data, to confirm the time change request. When a time change is approved
17 that increases the amount of time assigned to a regular route, the driver will be paid
18 retroactively for the increased time to the date the change notice was submitted for review.
19 A driver or mobility assistant whose regular route assignment does not fill the two-hour
20 minimum for pay purposes is on the clock for the entire two hours and is expected to
21 complete additional work to fill the paid time. Appropriate activities to fill paid time include,
22 but are not limited to, the following:

- 23 • Completion of timesheets
- 24 • Route book updates
- 25 • Bus cleaning
- 26 • Bus washing
- 27 • Completing student conduct reports
- 28 • Completing ridership reports
- 29 • Performing pre-trip inspections
- 30 • Performing post-trip inspections
- 31 • Reviewing and/or signing up for extra work
- 32 • Confirming next day's work
- 33 • Fueling buses
- 34 • Contacting parents/school staff
- 35 • Checking and responding to District email
- 36 • Fulfilling short driving request assigned by Dispatch or the Supervisor
- 37 • *Add appropriate activities eligible for special ed funding specific to mobility*
38 *assistants, such as wheelchair securement, harness check and clean*
39

40 **Section 5. Definition of Activity Run** – An Activity Run is a route scheduled after the
41 regular school day to transport students home following completion of after school
42 activities. The ridership is based on the students who choose to ride the Activity Run on
43 a given day, therefore the time required to complete the route is not consistent from day
44 to day. Benefit hours for an activity run shall be no less than two (2) hours.
45

46 **Section 6. Employee Protective Gear** - The school district will provide employees
47 with overalls and disposable gloves when washing buses, fueling buses and adding oil.
48 The District shall provide mobility assistants with protective gear such as arm protectors,
49 heavy duty gloves, and face shields for their work with special education students. The

1 school district will provide a shed where bus drivers can check and add oil in the buses as
2 required.

3
4 **Section 7. No Limitation of Duties -** A school bus driver shall not be limited to
5 these duties, and may perform support duties as required to fill his/her regularly assigned
6 day. Each driver shall be responsible for cleaning his/her equipment or other equipment
7 as assigned.

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

12
13 **Section 9. Probationary Period -** A regular school bus driver is considered a
14 probationary employee during the first one hundred eighty (180) days worked as a regular
15 school bus driver. Wages will move to the bus driver base rate after sixty (60) days of
16 regular or substitute driving.

17
18 **Section 10. Wage Adjustments –** For each school year of this agreement, the District
19 will adjust wages by the statewide percentage increase identified in the appropriations act
20 for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month
21 such increase is effective.

22
23 For the 2022-23 school year only, the District will increase wage rates by 1% in addition
24 to the COLA. This increase shall be considered “front-loading” of the estimated midpoint
25 adjustments for the 2022-23 school year as described in the following paragraph. In the
26 event the midpoint analysis for any year determines the District’s front-loading of an
27 increase is less than the actual midpoint, the wage rates shall be increased to the actual
28 midpoint. In the event the midpoint analysis for any year determines the District’s front-
29 loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall
30 remain in place and shall not be decreased.

31
32 For the 2021-2022 school year, the District and Union agree to increase wages by the
33 result of the midpoint comparison analysis done in July 2021 as described below. In the
34 remaining years of the agreement, the District and the Union agree to conduct an annual
35 compensation market study before August 1 of each year, to determine whether a
36 percentage increase shall be applied to the wage rates then in effect to bring Shoreline’s
37 rates to midpoint for the following school year. The “mid-point” shall be defined as the 8th
38 ranked pay rate for each position, computed using the maximum pay rate for a bus driver
39 position and the equivalent value of nine (9) years of pay in lieu of vacation for each district.
40 The district at the 8th position of the list shall determine the wage rate for Shoreline,
41 provided such rate represents an increase and not a decrease to current rates. The
42 District and the Union shall determine the distribution of the total cost of such additional
43 compensation to each regular position in the contract. A separate midpoint study shall be
44 conducted to determine the midpoint increase, if any, for substitute positions. The District
45 and the Union agree to use wage data from the following 17 school districts in King and
46 Snohomish Counties in the midpoint analysis: Bellevue, Edmonds, Everett, Highline,
47 Issaquah, Lake Stevens, Lake Washington, Marysville, Mercer Island, Monroe, Mukilteo,
48 Northshore, Renton, Seattle, Shoreline, Snohomish, and Tukwila The statewide
49 percentage increase will then be added to each rate other than the Trainee rate, which
50 shall remain at minimum wage.

1 **Section 11. Salary Schedules and Pay** – All employees are paid on an hourly basis,
2 as shown on Attachment A. The hourly rate for Summer Detailing shall be the base rate
3 minus ten percent. Bus drivers are paid once per month for hours worked in the previous
4 month and reported by the payroll cut-off date for that month. Mobility assistants are paid
5 once per month for assigned hours annualized over a 12-month period; pay is adjusted in
6 subsequent pay periods in the event assigned hours are increased or decreased after the
7 school year has begun. In addition to their hourly wages, mobility assistants are eligible to
8 be paid an annual stipend, pro-rated if employed for less than a full work year, as an
9 incentive for completion of an education degree which exceeds the minimum qualifications
10 for their position. Mobility assistants who work 3 hours per day or less will receive one-
11 half of the annual stipend. A maximum of one stipend will be paid per year for the highest
12 degree earned. Documentation of the qualifying education degree must be submitted to
13 Human Resources by May 15 to be eligible for payment on the September pay warrant,
14 by September 15 to be eligible for payment on the November pay warrant, and by January
15 15 to be eligible for payment on the March pay warrant.

16
17 **Section 12. Shoe Stipend** – The District shall pay each regular driver and regular
18 mobility assistant a stipend of \$150 in August for the upcoming year to buy footwear that
19 meets OSPI’s definition of safe and practical footwear for a bus driver. A new driver shall
20 receive the stipend after qualifying for the regular driver rate of pay.

21
22 **Section 13. Support Services** - Support service positions shall include but not be
23 limited to the following based upon job postings and selection of most qualified
24 employee(s) to be assigned as needed:

- 25 Upholstery Repair
- 26 Driver Trainer
- 27 Assistant Dispatcher

28
29
30 Drivers who accept support services positions shall not bid on 2- or 5-year trips that conflict
31 with their support services assignments, as scheduled by the Director.

32
33 **Section 14. Exclusive Jurisdiction Over Bargaining Unit Work** - All work detailed in
34 the job description shall be exclusively performed by employees covered by this
35 agreement, provided that nothing in this section shall prevent the District from
36 subcontracting services pursuant to Article 22 and 23 of this agreement.

37
38 **Section 15. Post-Offer, Pre-Employment Physical Assessment** – An offer of
39 employment is contingent upon satisfactory completion of a physical tailored to the
40 physical requirements of each position. Upon satisfactory completion of the physical and
41 acceptance of the offer of employment, the employee shall be paid for the time required
42 to travel to/from and complete the physical assessment.

43
44 **Section 16. Outerwear for Mobility Assistants.** The District shall provide two fleece
45 vests per year to regular mobility assistants. The style of vest to be provided shall be
46 determined by the Labor Management Committee.

47
48 **ARTICLE 3 - WORK WEEK & WORK YEAR**

49
50 **Section 1. Standard Work Week** - The regular work week shall consist of a Monday
51 through Friday schedule. All salaries and other provisions of this schedule shall be

1 allowed for all school bus drivers within the District, based on a standard work week of
2 forty (40) hours per week consisting of five (5) consecutive eight (8) hour days. Any time
3 worked in excess of eight (8) hours per day or forty (40) hours per week shall be
4 considered overtime. All employees shall be paid to the next quarter hour.

5
6 **Section 1.1 Standard Work Year** - The regular work year shall include the
7 Shoreline school year calendar as adopted by the School Board and published on
8 the District's website, plus the days scheduled for mandatory and optional activities
9 prior to the start of school. In addition, drivers may select optional assignments
10 beyond the regular school year, as described in Article 4, Section 13 Summer
11 School. Drivers who accept routes that transport students to other school districts
12 shall fulfill the hours related to the route, regardless whether the Shoreline school
13 calendar is different from the other district's calendar (example: Spring Break is
14 different between the two calendars). Drivers who accept such routes shall work
15 the days required by the other district calendar(s). It is expected that a driver with
16 an out-of-district route will fulfill their contracted route time. Requests for leave
17 when the school calendars conflict may be granted by the Director of
18 Transportation, in consultation with the Director of Human Resources. If a driver's
19 entire assignment is tied to another school calendar that ends prior to Shoreline's
20 school calendar, the driver may accept additional work in Shoreline

21
22 **Section 2. Minimum Pay.**

23
24 **A.** A regular school bus driver, and, provided appropriate funding-eligible activities
25 are performed throughout the time, each mobility assistant, shall be guaranteed a
26 minimum of two (2) hours assignment for a regular route assignment.

27
28 **B.** A one (1) hour minimum shall be paid for support maintenance duties.

29
30 **C.** Summer School drivers shall be guaranteed a two (2) hour minimum shift.
31 Nothing precludes a driver from bidding on both a morning summer school run
32 and an afternoon summer school run. If there is more than a one-half hour
33 break in service between route assignments, the employee will receive the
34 minimum shift allowance for both assignments.

35
36 **D.** Each driver shall be allowed fifteen (15) minutes before a.m. routes and ten
37 (10) minutes before p.m. routes of paid time for pre-trip inspection and
38 preparation of their bus.

39
40 **E.** In addition to the time required to ride the bus on their assigned routes, mobility
41 assistants shall be paid 10 minutes each regular work day to complete
42 timesheets, check district email, and complete other work-related activities.

43
44 **Section 3. Extra Work Opportunities** - Regular bus drivers by slipboard seniority will
45 be offered non-regular runs listed below before substitute drivers if such assignment would
46 not result in overtime. If overtime would result in any event then the assignment would be
47 offered to the most senior regular driver requesting such work. Such work includes:

- 48
49 1) Field trips
50 2) Midday kindergarten runs
51 3) Activity runs

- 4) Therapy runs
- 5) Midday preschool runs
- 6) Head Start
- 7) Shuttles

Section 4. Request for Extra Work Form - A "Request for Extra Work" form (known as the "yellow sheet" for drivers and the "blue sheet" for mobility assistants) is posted for the purpose of requesting extra work assignments on a daily basis. It is the responsibility of the employee to accurately and completely sign this form prior to the time it is taken down 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 employee requesting extra work (by signing the Extra Work Form) before a substitute is assigned such work. This provision may necessitate a regular driver's a.m. or p.m. route to be covered. If overtime will result in any event, then the work will be assigned to the most senior regular employee requesting extra work (by signing the Extra Work Form), regardless of regular assignments, before such work is assigned to substitutes.

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

Section 7. Employee Responsibility to Assist in Minimizing Overtime - It is not the intent of the District to assign overtime. Therefore, prior to accepting any extra work assignments, employees must inform dispatch if any work will result in overtime.

Section 8. Overtime Pay – Overtime pay will be paid after eight (8) hours in a given day, or after forty (40) hours in a given week, or as otherwise provided in this Agreement. Applicable overtime rates are as follows:

- A. Overtime:** One and one-half (1-1/2) times the employee's regular rate of pay.
- B. Saturday:** One and one-half (1-1/2) times the employee's regular rate of pay.
- C. Sunday:** Two (2) times the employee's regular rate of pay.
- D. Holidays:** Three (3) times the employee's regular rate of pay which includes the regular holiday pay.

Section 9. Call Back Service (applies to drivers and mobility assistants) - Call back service is defined as an assignment in excess of the normal assignment when a break-in-service occurs. A minimum of two (2) hours shall be paid at straight time pay and overtime shall be paid if in excess of eight (8) hours is worked. A break-in-service occurs when more than one-half (1/2) hour elapses between an employee's route assignments.

Section 10. Standby Time (applies to drivers during trips) - Standby time is time other than actual driving time when the driver is not required to exercise care or supervision of the equipment and when the driver is in overtime status. The regular hourly

1 rate of pay shall apply in standby situations Monday through Saturday except on holidays
2 and Sundays when the regular overtime rate of one and one-half (1-1/2) the regular hourly
3 rate shall be paid.
4

5 **Section 11. Physicals** - All school bus drivers shall be paid for a minimum of two (2)
6 hours for the physical examination required for the renewal of the school bus driver's
7 certificate.
8

9 **Section 12. Mandatory Training** - All employees shall be paid at their regular pay rate,
10 except where overtime occurs as requested by the District, for attendance at meetings
11 and training courses when required by the School district or Transportation Department.
12 Mandatory training for all employees shall include one day (8 hours) prior to the start of
13 the school year and monthly one-hour training sessions scheduled in advance by the
14 Director. Employees who are unable to attend the in-service day prior to the start of the
15 school year or unable to attend a monthly meeting due to a conflicting work assignment
16 shall receive the training materials from the Director.
17

18 **Section 13. Payment of Federal Licensing Fees** - The District shall pay district
19 required federal licensing fees for all current regular Shoreline school bus drivers. Newly
20 trained drivers will be reimbursed for the initial federal licensing fees according to Article
21 2 Section 1, paragraph C.
22

23 **Section 14. Rest Breaks** – Employees shall receive a paid fifteen (15) minute break
24 during each four (4) hours worked. It is the District's intention to provide uninterrupted
25 rest breaks. Employees may take rest breaks away from the duty station. If an employee
26 feels that the building or department schedule does not provide sufficient time for a break,
27 District management will investigate and alter schedules to ensure the employee is
28 scheduled for a contractual break.
29

30 **ARTICLE 4 - REGULAR ROUTE ASSIGNMENT**

31
32 **Section 1. Union Responsibility for Operation of Seniority Slip Board** - All the
33 following shall be carried out with the full knowledge and approval of both the District and
34 the Union Steward. The Union Steward shall be responsible for the proper operation of
35 the seniority slip board. A representative for the Union may be present on the day of route
36 selection.
37

38 **Section 2. Route Picks** - Prior to the start of the school year, the department shall
39 display all a.m., p.m. and Special Education routes with the minimum amount of hours
40 also listed. School bus drivers shall then select their regularly scheduled daily routes by
41 slipboard seniority. Every effort shall be made to utilize the same school bus driver for
42 both a.m. and p.m. routes of their choice. If a school bus driver is not present for selection,
43 the Shop Steward may make the selection for the employee, provided the Transportation
44 Assistant, Supervisor, Union Steward or Union Business Representative has received a
45 written request for selection from the absent employee; however, in cases of emergency,
46 a verbal request will be accepted for selection. Following the annual pick, any unassigned
47 shuttles will be assigned or posted within ten (10) working days of their availability. The
48 annual route pick for mobility assistants will begin the first business day following
49 conclusion of the bus driver route pick.
50

1 **Section 3. Employee Input Through Labor Management Committee** - Employees
2 are encouraged to provide input regarding transportation issues through the Labor
3 Management Committee.
4

5 **Section 4. Required Attendance on Route Selection Day** - Employees shall be
6 required to attend on the day of route selection and shall be paid for all time in attendance.
7

8 **Section 5. Optional Route Selection** - After regular routes have been selected, the
9 employees, by slipboard seniority, shall select the optional routes, which also have been
10 displayed by the department, to fill their daily schedule up to but not to exceed eight (8)
11 hours per day. Optional routes shall include: kindergartens, regular daily after-school
12 activities, Head Start, athletic shuttles, special education work programs, therapy runs, and
13 midday preschool routes and shuttles.
14

15 **Section 6. Learning Selected Routes** - Drivers shall be provided time to become
16 familiar with their selected routes equal to the time needed to drive the a.m. route plus the
17 optional and/or midday routes.
18

19 **Section 7. Updating Necessary Maps and Route Listings** - Drivers will be allowed a
20 reasonable amount of paid time to update all necessary maps and route listings. If maps
21 are not provided, drivers will be allowed a reasonable amount of paid time to prepare all
22 necessary maps.
23

24 **Section 8. Eligibility for Optional Routes** - In order to qualify to pick an optional run,
25 a school bus driver must drive an a.m. and a p.m. route on a regular assigned basis.
26

27 **Section 9. Duration of Route Selection** - Once a school bus driver has selected a
28 run, he/she shall remain on the same run throughout the regular school year, and until the
29 driver selects a run at the next annual route pick . After the route pick in October a driver
30 shall have the right as described in Section 10 to change to a vacant run which will enable
31 him/her to serve more hours per day, condense the work day or increase salary. A mobility
32 assistant shall select a route at the annual route pick and have the opportunity to select a
33 different route for the remainder of the year at the repick in October.
34

35 **Section 10. Posting of Vacant Routes** – At the beginning of the school year vacant
36 routes shall be assigned by the Supervisor first to regular employees who have time
37 available within their 2-hour block. If vacant routes are still available, the Supervisor shall
38 assign them, by slipboard seniority, to regular employees who have signed up for the
39 assignment and have the capacity to drive the route without going into overtime. If there
40 is still a vacancy, the route will be assigned to a substitute. After the extra work pick for
41 drivers and route repick for mobility assistants in October, if a run becomes vacant for any
42 reason, or a new route is created, or an increase of more than one half (1/2) hour occurs
43 in any route time, the Supervisor shall post the run for a forty-eight (48) hour period prior
44 to filling, and shall post said routes within five (5) working days of their creation or vacancy.
45 Employees shall sign for the run during this time period and the run will be assigned by
46 slipboard seniority. If no regular employee announces a desire to be assigned to this run
47 or the assignment of the run results in an open position, the open position will be posted
48 for applications. Substitutes working in the District will be guaranteed an interview for the
49 position.
50

1 **Section 11. Temporary Changes in Route Assignments** - In an emergency, or for
2 reasons of safety, the District shall have the right to temporarily switch employees on
3 routes.
4

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

13 **Section 13. Summer School** - Summer school routes and other summer positions shall
14 be considered an integral part of this Agreement and shall be posted for sign-ups and
15 assigned by slipboard seniority. All field Trips and two-year trips occurring during the
16 summer are assigned using a "summer school" rotation list and preference sheets,
17 containing only the names of summer school, parks and recreation, therapy and special
18 education drivers and members of the summer cleaning crew.
19

20 **Section 14. Temporary Positions as Leave Replacements** - When it is known in
21 advance that an employee will be absent for longer than thirty (30) working days, the route
22 shall be posted for bid on a temporary basis within five (5) working days of Human
23 Resources or Director of Transportation receiving written notice that a position is available.
24 The replacement employee shall become eligible for healthcare benefits as determined
25 under Article 14 and pro-rated personal leave. When a substitute employee has been
26 assigned to a route due to the unplanned absence of the regularly assigned employee or
27 the lack of a regularly assigned employee for longer than thirty (30) days of driving, that
28 employee will be eligible for healthcare benefits as determined under Article 14.
29 Additionally, the substitute employee will receive pro-rated personal days retroactive to the
30 first day of driving the route.
31

32 **Section 15. Non-Continuing Routes** – When a substitute employee is assigned to a
33 posted non-continuing route, e.g. McKinney-Vento routes, overload routes, etc. (excluding
34 routes under Section 4.14) prior to the annual route pick (Section 4.8), the employee will
35 receive healthcare according to the state's parameters, pro-rated personal leave and all
36 other benefits (excluding Section 17.5 if the employee's probationary period has not
37 ended.)
38

39 **Section 16. Assignment of Mobility Assistants** - Special education routes will be
40 provided with mobility assistants when such personnel are determined by the District to be
41 necessary to ensure the safety and welfare of special education students. The annual
42 route pick for Mobility Assistants shall be held the first business day following the
43 conclusion of the annual drivers' route pick.
44

45 **ARTICLE 5 - TWO AND FIVE YEAR TRIP ASSIGNMENTS**

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

47
48
49 **A. Eligibility for Two-Year Trips** - A regular school bus driver, who has been
50 employed by the Shoreline School District as a bus driver for two (2) or more years,

1 will be eligible for Monday through Friday trips. Drivers will be required to indicate
2 their availability to drive for Monday through Friday trips.
3

4 **B. Description of Two-Year Trips** – Two year trips are those occurring on a
5 Monday through Friday during the regular school calendar year not expected or not
6 requesting to return to the Transportation facilities prior to six o'clock (6:00) p.m. of
7 the same day. The driver may be replaced on his/her regularly assigned route in
8 this event. Any field trip or athletic trip occurring on a non-student day during the
9 regular school year is considered a two-year trip, provided that the trip does not
10 meet the criteria for a 5-year trip.
11

12 **C. Two-Year Trip Rotation List** - A rotation list shall be on display in the drivers'
13 room with all eligible drivers' names on the list. The trips will be assigned by Two-
14 Year Trip List seniority and in continuous rotation. The Union Steward shall record
15 all trips on the rotation list as they are assigned.
16

17 **D. Minimum Pay** - When driving a two-year trip, a driver will be guaranteed two
18 hours minimum pay over their regular route assignment scheduled for that day.
19

20 **E. Driver Availability Requirements** - At the beginning of each school year,
21 eligible drivers shall sign a list as to availability for two (2) year trips on the rotation
22 list. However, on a driver's second (2nd) year anniversary date, he/she will be
23 added to the trip rotation list automatically. Drivers who sign as available, shall not
24 refuse trips after acceptance for any reason other than illness or emergency. If a
25 driver refuses a trip after acceptance for reasons other than specified, he/she will
26 forfeit the next two (2) trips he/she is entitled to in the rotation. If a driver refuses a
27 trip and the next driver in rotation has insufficient notice, the driver shall not be
28 penalized for refusing the trip.
29

30 **F. Advance Notice of Trip Assignment** - Drivers shall receive at least twenty-
31 four (24) hours advance notice under normal conditions. School bus drivers will be
32 expected to report one-half (1/2) hour prior to departure from school for Monday-
33 Friday trips.
34

35 **G. Free Trips** – A trip is free only if it is posted on the trip board less than twenty-
36 four (24) hours before the trip report time. Free trips are awarded on a rotating
37 basis. If a driver passes on a free trip, the rotation moves on. Taking or passing
38 on a free trip does not affect the regular trip rotation. If a driver is assigned a free
39 trip and that trip is cancelled either before the trip report time or after the driver
40 leaves for the departure site, that driver shall remain eligible for the next free trip.
41

42 Should a driver be eligible for, but not yet assigned to, a two or five year trip and a
43 free trip on the same day, the driver may choose from the available trips but will
44 pass on those not taken.
45

46 **H. Notice of Trip Cancellation** - Drivers assigned a trip and not notified of a
47 cancellation one (1) hour prior to departing from the bus garage, shall be paid for
48 all time posted for the trip, not to exceed two (2) hours and pick up the next available
49 two (2) year trip.
50

1 **I. Driver Ineligibility** - Drivers become ineligible for a trip when they fail to work
2 any portion of the day of or the day prior to the scheduled trip due to employee's
3 illness or injury.

4
5 **J. Responsibility to Clean Bus** - Drivers are expected to clean the bus used for
6 the trip upon their return.

7
8 **K. Options If Multiple Trips Available** - When two (2) or more trips occur on the
9 same date, the most senior driver eligible in rotation for a trip shall be allowed to
10 specify the trip he/she desires. Where a driver is eligible for two two-year trips on
11 the same day (e.g. because of canceled/rescheduled trips), the driver does not lose
12 his/her rotation for the trip not chosen.

13
14 **L. Replacement on Regular Route** - If trips are scheduled during the driver's
15 regular work shift, he/she will be replaced on his/her regularly assigned route.

16
17 **Section 2. Saturday/Sunday/Holiday/Overnight Trips (Five-Year Trips)**

18
19 **A. Eligibility for Five-Year Trips** - A regular school bus driver who has been
20 employed by the Shoreline School District as a bus driver for a minimum of five (5)
21 years shall be eligible for Saturday, Sunday, holiday, overnight trips. The trips will
22 be assigned by Five-Year Trip List seniority and on a continuous rotation basis.
23 Drivers will be required to drive on Saturday, Sunday, holiday, overnight trips.

24
25 **B. Advance Notice of Assignments** - The Transportation Supervisor shall give
26 two (2) days' advance notice under normal conditions. The Union Steward shall
27 record all trips on the rotation list as they are assigned.

28
29 **C. Replacement on Regular Route** - If overnight trips are scheduled during the
30 driver's regular work shift, he/she will be replaced on his/her regularly assigned
31 route.

32
33 **D. Standby Time and Compensation** - It is understood that on trips when the
34 driver and bus are not utilized, or when the total of driving and standby hours
35 equals less than eight (8) hours, the driver will receive eight (8) hours of pay at the
36 standby wage; or a combination of driving and standby time not to exceed eight (8)
37 hours. Compensation on the day the trip departs and the day the trip returns does
38 not guarantee eight (8) hours of pay. Hotel expenses and cost of meals will be paid
39 by the District or group requesting the use of the bus.

40
41 **E. Report Time and Cancellation** - Drivers are expected to report three quarters
42 (3/4) of an hour prior to departure from school for all Saturday, Sunday, holiday,
43 overnight trips. Drivers assigned a five-year trip and not notified of a cancellation
44 two (2) hours prior to departure from the bus garage shall be guaranteed a minimum
45 of two (2) hours pay and to pick up the next available five (5) year trip. In the event
46 the next available five (5) year trip is cancelled, the driver will receive a minimum of
47 four (4) hours pay and the rotation moves to the next driver. Drivers on five-year
48 trips will be paid for four (4) hours as a minimum.

49
50 **F. Driver Cancellation After Accepting Trip(s)** - Any driver refusing, after
51 acceptance, two (2) of the specified trip assignments shall be removed from the five

1 (5) year rotation list for that semester. On the driver's anniversary date, he/she will
2 be added to the trip rotation list automatically. However, at the next available sign-
3 up date, these drivers must also indicate availability.
4

5 **G. Driver Ineligibility** - Drivers become ineligible for a trip when they fail to work
6 any portion of the day of or the day prior to the scheduled trip due to an employee's
7 illness or injury.
8

9 **H. Options When Multiple Trips Available** - When two (2) or more trips occur on
10 the same date, the most senior driver eligible for a trip in rotation shall be allowed
11 to specify the trip he/she desires. Where the driver is eligible for a two-year and a
12 five-year trip on the same day, the driver may choose the trip he/she wishes to take
13 and loses the trip not chosen.
14

15 **I. There are no free five year trips.** If a five year trip comes in with less than forty-
16 eight (48) hours' notice, a driver does not lose his or her place in the rotation if they
17 pass with NEN (Not Enough Notice).
18

19 Should a driver be eligible for, but not yet assigned to, a two or five year trip and a
20 free trip on the same day, the driver may choose from the available trips, but will
21 pass on those not taken.
22

23 **ARTICLE 6 - VACATION ALLOWANCES (APPLIES ONLY TO BUS DRIVERS)**
24

25 **Section 1. Vacation Accrual and Annual Vacation Cashout** - Drivers completing by
26 January 31 of any year the sixty (60) days of driving needed for change to regular or base
27 pay rate, will receive credit for one (1) year of service. Employees shall receive a pro-rata
28 vacation in accordance with all regular assigned hours on November 1 or March 1,
29 whichever is greater. New employees to Transportation will be credited for any prior district
30 experience in a regular position. All vacation allowances will be paid on the last warrant in
31 August, according to the following schedule:
32

33 Paid in August after end of:
34

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

35 **Section 2. Pro-ration of Vacation Accrual and Cashout for Unpaid Leave** – Annual
36 vacation accrual and cashout will be adjusted and pro-rated to exclude periods of unpaid
37 leave in excess of ten (10) days per year, except for any unpaid leave covered by the
38 Family and Medical Leave Act (FMLA).
39
40

1 **Section 3. 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 **ARTICLE 7 - STAFF DEVELOPMENT**
6

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

14
15 **Section 2.** The parties will work together in Labor Management Committee to survey
16 employees about areas of interest for training opportunities. Based on the results of the
17 survey, the District will inform employees of training opportunities in a variety of
18 professional development topics. The District shall work to provide staff development
19 opportunities for mobility assistants as a part of Section 1 that are relevant to student
20 management on the bus.

21
22 **Section 3. District Staff Development Offerings** - The District will provide up to three
23 (3) additional hours with pay for staff development classes authorized by the District.
24 Attendance is voluntary and class fees, if any, shall be paid by the employee.

25
26 **ARTICLE 8 - HOLIDAYS**
27

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

- 31
32 Labor Day
33 Veterans' Day
34 Thanksgiving (Thanksgiving and the following day)
35 Christmas Day plus one additional day (as scheduled on the district calendar)
36 New Year's Day plus one additional day (as scheduled on the district calendar)
37 Martin Luther King Day
38 President's Day
39 Memorial Day
40 Independence Day (July 4th plus a date to be determined on the District calendar
41 each year)
42

43 **Section 2. Eligibility for Holiday Pay** - Regular employees shall receive payment for
44 the above-mentioned holidays based on regular assigned hours. In order to receive
45 holiday pay, the employee must have been in paid status the work day either immediately
46 preceding or immediately following the holiday.

47
48 **Section 3. Juneteenth** - An employee who works on the designated federal
49 Juneteenth holiday shall be paid at the overtime rate for not less than two (2) hours. Until
50 such time as the District receives state or federal funding to pay all employees for

1 Juneteenth as a holiday, employees shall receive holiday pay for actual hours worked on
2 Juneteenth.

3
4 **ARTICLE 9 - SAFETY**

5
6 **Section 1. Commitment to Safety** - The District shall provide and maintain a safe and
7 healthful workplace, and comply with all state and federal laws, rules and regulations
8 pertaining to workplace safety and health. The District will provide training about safety
9 procedures and conditions.

10
11 **Section 2. Workers Responsibility** - Employees shall follow the safety and health
12 rules, wear or use all required safety gear and equipment provided by the District, and
13 participate in District provided safety training. In case of an accident involving a personal
14 injury to any person including employees, students, or visitors, regardless of how serious,
15 employees are to immediately report such incidents to the Transportation Supervisor or
16 designee. Failure to report accidents can result in a violation of legal requirements and
17 can lead to difficulties in processing insurance and benefit claims.

18
19 **Section 3. Reporting Safety Hazards** - It is the responsibility of all employees to
20 report safety hazards on a timely basis. Every effort will be made to remedy problems as
21 quickly as possible.

22
23 **Section 4. Safety Committee(s)** - A Building or Departmental Safety Committee shall
24 meet at least bimonthly. The Safety Committee shall have the following responsibilities:

25
26 **A.** Review the safety and health inspections reports to assist in correction of
27 identified unsafe conditions or practices.

28
29 **B.** Evaluate accident investigations conducted since the last meeting to determine
30 if the cause of the unsafe acts or condition involved was properly identified and
31 corrected.

32
33 **C.** Evaluate the accident and illness prevention program and make
34 recommendations for improvement where indicated.

35
36 **D.** Evaluate and recommend training and equipment needs.

37
38 Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Board(s)
39 for that particular location. Safety Committee members shall be in pay status for time spent
40 in meetings.

41
42 **Section 5. Refusal to Work Under Unsafe Conditions** – Employees may refuse to work
43 in situations where there is reasonable cause to believe that doing so would present an
44 imminent danger in which death or serious injury could result.

45
46 **Section 6. Workers Right to Know** - Material Safety Data Sheets (MSDS) will be
47 available for reference and review in a conspicuous area accessible to all affected
48 employees.

1 **Section 7. Safety Bulletin Board** - There shall be a safety bulletin board in every work
2 site. The bulletin board will be sufficient in size to display required posters, accident
3 statistics, Safety Committee meeting minutes and safety educational materials.
4

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

9 **ARTICLE 10 - LEAVES**

10
11 **Section 1. Sick Leave (Accumulative)**

12
13 **A.** Each employee will be granted twelve (12) days annually for sick leave. Any
14 unused sick leave allowance shall be accumulated without limitation. Employees
15 may exercise an option to receive remuneration in a timely manner for unused
16 leave for illness or injury accumulated in the previous year in accordance with state
17 law at a rate equal to one day's monetary compensation of the employee for each
18 four (4) full days of accrued leave for illness or injury in excess of sixty days. Upon
19 retirement or death an employee or the employee's estate shall receive
20 remuneration in a timely manner and in accordance with state law at a rate equal
21 to one day's current monetary compensation of the employee for each four (4) full
22 days accrued leave for illness or injury.
23

24 **B.** One (1) day of sick leave is defined as being equal to the employee's regular
25 work day.
26

27 **C.** Sick leave shall be used for employee absence caused by personal illness,
28 injury or disability, including pregnancy and in the case of an ill child. In the case
29 of other family illness, the employee shall contact the Office of Human Resources
30 regarding use of sick leave options. Sick leave may be utilized for medical and
31 dental appointments. An employee shall notify their supervisor as soon as
32 possible after confirming a medical appointment, to provide the best opportunity to
33 obtain a substitute, if necessary.
34

35 **D.** For each day's absence due to personal illness in excess of sick leave
36 allowance, deduction of a full day's salary shall be made.
37

38 **E.** A doctor's certificate may be required from an employee after five (5)
39 consecutive days of absence.
40

41 **F.** Unused sick leave shall be transferred to and/or received from other public
42 school districts in the State of Washington. Accumulated sick leave will be retained
43 by an employee who is terminated due to reduction in force or granted a leave of
44 absence for a period of one (1) year.
45

46 **G.** Bus drivers employed by the District in another department during the summer
47 months may use their accumulated sick leave per Section 1.C. of this article.
48 Summer sick leave shall be compensated at the summer rates of pay.
49

50 **Section 2. Sick Leave/Coordination - Industrial Insurance** - Employees suffering
51 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 proportionate
3 to that portion of the employee's salary paid by sick leave. The combined insurance and
4 sick leave payments cannot total more than the employee's normal base pay. Any
5 overpayments must be returned to the District by the employee.
6

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

20 **Section 4. Personal Leave (accumulative)** - Three (3) days of personal leave will be
21 allowed for each employee, cumulative up to a maximum of six (6) Personal Leave days.
22 The 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 unavailability
25 of substitutes or otherwise, the leave would unduly burden departmental operations. Such
26 absence shall be reported on a District approved leave form and approved by the
27 Transportation Supervisor. Upon request, reason(s) for denial shall be given by the
28 District. An employee may cash out personal leave that has been requested but denied,
29 when that personal leave is not eligible to be carried over to the following year. Such
30 cashout shall be paid on the August paycheck.
31

32 **Section 5. Jury Duty** - An employee who is absent because of jury duty shall be paid
33 his/her regular rate of pay. The employee will retain fees paid as reimbursement for
34 mileage and/or related expenses. The employee shall furnish the District with a written
35 statement showing the date of jury duty. The employee shall report to work when released
36 from any jury duty during any scheduled workday.
37

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

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

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

7 **B.** An employee requesting a leave due to temporary disability shall be considered
8 eligible for a temporary disability leave with sick leave benefits. Drivers on leave
9 as a result of a job-related injury or illness shall continue to accumulate seniority.
10

11 **C.** An employee requesting a leave due to temporary disability shall make every
12 effort to submit that leave request to the Director of Human Resources at least ten
13 (10) working days in advance of the proposed starting date of the leave.
14

15 **D.** The effective date of the leave will be determined by the Office of Human
16 Resources in consultation with the employee and his or her physician.
17

18 **E.** An employee on temporary disability leave shall receive sick leave benefits
19 for each working day of the leave up to the number of sick leave days accrued and
20 shall retain all other rights and benefits of approved leaves.
21

22 **F.** The school district shall have the right to request a physician's certificate of
23 disability while the leave is in effect.
24

25 **G.** An employee granted a temporary disability leave shall be returned to his/her
26 former assignment.
27

28 **Section 8. Military Leave** - Military leave shall be granted as specified in State and
29 Federal law.
30

31 **Section 9 – Union Representative Leave** - A leave of absence shall be granted by the
32 Board for one SEIU member total per year as appointed to serve as an SEIU
33 Representative for up to twelve (12) consecutive months per appointment. Such request
34 for Union Representative Leave shall be submitted to the Director of Human Resources
35 at least 120 calendar days prior to the anticipated start date of the leave. The District
36 shall, unless otherwise requested by the employee, re-employ the individual who is
37 granted Union Representative leave in the same classification upon the employee's return
38 from the leave. When on leave, the individual shall retain all rights, benefits and seniority
39 rights that the employee had prior to taking the leave. Seniority will not continue to accrue
40 during the employee's Union Representative Leave. The Union agrees to reimburse the
41 District for all salary costs, benefits, paid leave and employee taxes paid to or on behalf
42 of the employee on Union Representative Leave.
43

44 **Section 10 – Union Business Leave** – The Union may be allowed up to four (4) days
45 leave for Union business, subject to availability of a substitute and with seven (7) days
46 advance notice to the supervisor and Human Resources. The Union shall pay the cost of
47 the substitute.
48

49 **Section 11 – Washington State's Paid Family and Medical Leave** – The District will
50 pay the employer premium and employees will pay the employee premium required to

1 implement the State's paid family and medical leave law. Effective January 1, 2020,
2 employees will have access to the benefits as described in the law.

3
4 **Section 12 – Donated (Shared) Leave** – Employees may donate a portion of their earned
5 unused sick leave to fellow employees in accordance with the provisions of District policy
6 and state law and regulations.

7
8 **Section 13 – Return to Work** – Prior to returning to work from a health-related leave that
9 is not due to a work-related injury, an employee may be required to satisfactorily complete
10 a physical assessment of their ability to perform the physical requirements of their position.
11 Upon satisfactory completion of the physical assessment and return to work, the District
12 shall pay for the employee's time to travel to/from and complete the physical assessment.

13
14 **Section 14 – Attendance Incentive Bonus** – An employee who does not miss more than
15 four (4) days of work during the first semester of the school year shall receive a bonus of
16 \$250 on the February paycheck. An employee who does not miss more than four (4) days
17 of work during the second semester shall receive \$250 on the July paycheck. Absences
18 due to jury duty, bereavement, union business leave or military leave shall not count
19 toward the days of missed work for this attendance incentive bonus. An employee who
20 qualifies for the bonus in both semesters of a school year shall receive an additional \$250
21 on the July paycheck. Missing any portion of a scheduled day of work shall count as
22 missing a full day for determining eligibility for this Attendance Incentive Bonus.

23 24 **ARTICLE 11 - RETIREMENT**

25
26 **Section 1. SERS Retirement System** - All employees must mandatorily belong to the
27 School Employees Retirement System (SERS) and retirement will be governed by the
28 Rules and Regulations of said system.

29
30 **Section 2. Vacation Adjustment Upon Retirement.** At the time of retirement the
31 District will grant ten (10) additional vacation days after ten (10) or more years of service.

32 33 **ARTICLE 12 - SENIORITY FOR BUS DRIVERS**

34
35 **Section 1. Types of Seniority-** There are several types of seniority which apply to
36 school bus drivers, as identified and defined in this Article.

37
38 **Section 2. Slipboard Seniority** – Regular school bus drivers shall be placed in order
39 on a seniority slip board as agreed upon by the District and the Union and is the property
40 of the Union. The Union steward shall be responsible for its operation. All regular school
41 bus drivers shall be placed in order of their hire-in-date. In some situations, regular school
42 bus drivers have adjusted slipboard seniority dates as determined by mutual agreement
43 of the District and the Union prior to September 1, 2002. Future adjustments in slipboard
44 seniority require the written agreement of the District and the Union. All substitute drivers
45 who became regular drivers shall be placed on the seniority slip board with the regular
46 drivers in order of their hire-in-date as regular drivers.

47
48 **A. Application of Slipboard Seniority** - Slipboard seniority will prevail in the
49 event of reduction or increase of staff, in promoting school bus drivers,
50 filling vacancies, and determining regular route assignments and assigning
51 extra work to regular drivers.

1 **B. Retention of Slipboard Seniority In Event of Personal Illness or Injury**

2 - A driver will retain his/her position on the seniority slip board for sixty (60)
3 calendar days, unless a longer period is required by the Family Medical
4 Leave Act (FMLA) or other applicable leave laws, following the use of all
5 accumulated sick leave for a personal illness or injury.
6

7 **Section 3. Trip List Seniority** – Annually, eligible school bus drivers by driver request
8 have the opportunity to be placed on the Two Year Trip List and/or Five-Year Trip List by
9 hire-in date, as agreed by the District and the Union. Adjustments in Trip List seniority
10 require written mutual agreement by the Union and District. The Union steward shall be
11 responsible for maintenance and operation of the Trip Lists. In some situations, regular
12 school bus drivers have adjusted slipboard seniority dates as determined by mutual
13 agreement of the District and the Union prior to September 1, 2002. Future adjustments
14 in slipboard seniority require the written agreement of the District and the Union. Trip lists
15 are rotational lists used to assign Two-year and Five-year trips per Article 5.
16

17 **ARTICLE 12A – SENIORITY FOR MOBILITY ASSISTANTS**

18
19 **Section 1.** Seniority for mobility assistants is defined as an employee’s continuous
20 length of service in the Shoreline School District, calculated from the original date of hire
21 in a permanent position.
22

23 **ARTICLE 13 - OPTIONAL PAYROLL DEDUCTIONS**

24
25 The Payroll Department will deduct union dues, including any additional amount the
26 employee voluntarily authorizes for deduction for political purposes, in accordance with
27 Article 16, Section 5, as well as Washington State Employees’ Credit Union and other
28 district-approved deductions for employees requesting such a deduction.
29

30 **ARTICLE 14 - GROUP INSURANCE**

31
32
33 **School Employees Benefit Board (SEBB) Program**

34
35 Effective January 1, 2020, the District will implement the State’s mandatory insurance
36 program administered by the Washington Health Care Authority through the School
37 Employees Benefits Board (SEBB). The District shall pay the full portion of the employer
38 contribution as adopted in the School Employees Health Care Coalition agreement for all
39 employees who meet the eligibility requirements outlined below. For purposes of benefits
40 provided under the SEBB, school year shall mean September through August, and shall
41 also be referred to as the eligibility year.
42

43 The District will implement the School Employees Health Care Coalition agreement when
44 collecting the employee premiums which will be paid to the health care Authority (HCA)
45 through payroll deduction for the month in which the employee receives benefits.
46

47 The District will provide benefits to employees, to include those benefits offered through
48 SEBB, and at a minimum including the following:

- 49 • Basic Life and accidental death and dismemberment insurance (AD&D)
- 50 • Basic Long-term Disability
- 51 • Vision
- 52 • Dental including orthodontia

1 • Medical Plan

2
3 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA)
4 and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also
5 have the option of enrolling in a Health Savings Account (HAS) when they select a
6 qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition,
7 employees will be able to self-pay premiums to participate in any supplemental insurance
8 that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term
9 disability, etc.). The District may, but is not required to, offer payroll deduction of premiums
10 for such supplemental insurance.

11
12 Eligibility:

13
14 All employees, including substitutes, shall be eligible for full insurance coverage
15 under the SEBB program if they work, or are anticipated to work, 630 hours or
16 more in an eligibility year, so long as they maintain an employee/employer
17 relationship.

18
19 Should an employee who previously was not expected to be eligible for benefits
20 under SEBB work 630 hours in one year, the employee will become eligible for
21 benefits to begin the month after the attaining 630 hours.

22
23 When an employee is hired into a position that would qualify for benefits if filled for
24 the full eligibility year, and there are not enough days remaining in the year to
25 achieve 630 hours, that employee will be provided with benefits coverage.

26
27 Any employee who has worked 630 hours in the previous two years and is
28 returning to a similar position(s) at the same or greater FTE will be deemed eligible
29 for benefits.

30
31 All compensated hours in any position within the district shall count for purposes
32 of establishing eligibility.

33
34 Benefit Enrollment and Continuity of Coverage:

35
36 In the month of September, benefit coverage for eligible employees begins their
37 first day of work, so long as the employee works on or before the first day of school.
38 For all other eligible employees, benefit coverage will begin the first day of the
39 month which follows the employee's first day of work.

40
41 Leaves:

42
43 Paid leave hours shall count towards eligibility for benefits under this section.
44 Benefit eligibility for employees who go on unpaid leave shall be determined
45 through SEBB eligibility criteria.

46
47 An employee on approved leave under the federal Family and Medical Leave Act
48 (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue
49 to receive the employer contribution for insurance coverage in accordance with the
50 federal FMLA or RCQ 50A.04.245.

1 Benefit Termination:
2

3 Any employee eligible for benefits who terminates the employee/employer
4 relationship shall continue to receive benefits through their final month of
5 employment.
6

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

10
11 **ARTICLE 15 - GRIEVANCE PROCEDURE**
12

13 **Section 1. Grievance Definition** - In the event that any difference arises between
14 Shoreline School District and the Union, any employee, or any group of employees
15 concerning the interpretation, application, or compliance with the provisions of this
16 agreement, such differences shall be deemed to be a grievance and shall be settled only
17 in accordance with the grievance procedure set forth herein. Prior to filing a formal
18 grievance, the employee shall first discuss the grievance with his/her immediate
19 supervisor within ten (10) working days of the occurrence or knowledge of the occurrence.
20 Every effort shall be made at this level to resolve the concern prior to a grievance filing.
21 An employee may request that a shop steward be present. At the request of either party,
22 the employee and supervisor shall reduce the resolution in writing.
23

24 **Section 2. Grievance Steps:**
25

26 **Step 1. Immediate Supervisor (Formal):** If no settlement is reached in the
27 informal discussion above, the union representative, if she/he considers the
28 grievance to be valid, will reduce in writing a statement of the grievance. The
29 statement will be submitted in writing within fifteen (15) working days of the
30 meeting with the Supervisor described in Section 1, to the immediate supervisor
31 for reconsideration with copies transmitted by the Union to the Director of Human
32 Resources. A meeting will be scheduled within five (5) working days of receipt of
33 the written grievance. These parties, within ten (10) working days of the Step 1
34 meeting, shall submit a written statement as to the disposition of the grievance.
35

36 **Step 2. Director of Human Resources** – If no settlement is reached at Step 1,
37 the Union representative, may within fifteen (15) working days of the Step 1 written
38 grievance response, submit the written grievance to the Director of Human
39 Resources. . A meeting will be scheduled within five (5) working days of receipt of
40 the Step 2 grievance. These parties, within ten (10) working days of the Step 2
41 meeting, shall submit a written statement as to the disposition of the grievance.
42

43 **Step 3. Superintendent or Designee:** If no settlement has been reached in
44 Step 2, within the specified time limits, the Union representative may within fifteen
45 (15) working days, submit the written grievance to the Superintendent or designee.
46 A meeting will be scheduled within ten (10) working days of receipt of the Step 3
47 grievance. These parties, within ten (10) working days shall attempt to resolve
48 the dispute and indicate by written statement the grievance disposition.
49

50 **Step 4. Arbitration:** If the disposition of the grievance by the Superintendent or
51 designee is unacceptable, the Union representative may, within fifteen (15)
52 working days of the response from step 3, submit the grievance to the American

1 Arbitration Association for the arbitration under their rules and within the following
2 guidelines:

3
4 **A.** The Arbitrator shall limit his decision strictly to the disputes involving
5 the application, interpretation or alleged violation of specific articles and/or
6 section of this agreement or staff evaluation.

7
8 **B.** There shall be no appeal from the Arbitrator's decision if within the
9 scope of his authority. It shall be final and binding on the Union, the
10 employee(s) involved, the Administration and the Board.

11
12 **C.** The fees and expenses of the Arbitrator shall be shared equally by
13 the District and the Union. All other expenses shall be borne by the party
14 incurring them, and neither party shall be responsible for the expenses of
15 witnesses called by the other.

16
17 **Section 3. No Election of Remedies** - The grievance procedure outlined in this
18 agreement shall not preclude the employee and/or the Union from taking any legal steps
19 available to them through the courts of competent jurisdiction.

20
21 **Section 4. Union Rights** - The Union shall have an opportunity to be present at all
22 grievance meetings.

23
24 **Section 5. Time Limits** - If an employee and/or the Union representative fails to
25 submit written grievances to the next grievance step within the time limit so specified, it
26 will be assumed that the grievant has dropped the grievance or accepted the resolution of
27 the grievance at that level. If the District fails to respond to any step within the required
28 time limits, the grievance shall automatically move to the next step. However, the District
29 and the Union may mutually agree to extend the time limits at any one of the steps.

30
31 **ARTICLE 16 - UNION RIGHTS STATEMENT**

32
33 **Section 1. Union Recognition**

34
35 SEIU 925 is recognized as the official employee Organization and exclusive bargaining
36 representative for all employees as described under the Recognition provision of this
37 Agreement.

38
39 The District agrees that the Union has the legal right to encourage all employees in
40 positions represented by this Agreement to become and remain members in good
41 standing of the Union, and the Union accepts its responsibility to represent all certificated
42 employees in the bargaining unit regardless of membership status.

43
44 These rights are agreed to by the District and the Union for the purpose of maintaining
45 a professional relationship between the parties to this Agreement.

46
47 **Section 2. Union Membership**

48
49 It is the expectation of both Parties that the District and all of its agents and representatives
50 shall remain neutral on the issue of union membership and respect all employees decision
51 to join and maintain membership in the Union.

1 On September 1 of each contract year the Union shall provide a full and complete list of
2 bargaining unit employees who are current members of the Union to the District. The
3 Union shall provide the District with updates, additions, and/or other changes in
4 membership status as soon as practical but on at least a monthly basis thereafter.

5
6 **Section 3. Notification**

7
8 The District shall provide notification to the Union of any new employee covered by
9 this collective bargaining agreement. This notification shall include a unique employee
10 ID, the name, assignment, work location, date of hire, and all personal contact
11 information known by or provided to the district, unless the employee has explicitly
12 requested the District not share personal contact information. This notification shall occur
13 within twenty-four (24) hours of the Board hiring date for regular employees and
14 include all daily substitutes hired since the last list provided to the Union.

15
16 **Section 4. New Employee Orientation**

17
18 The Union will be provided the opportunity to meet with new employees for a minimum
19 of thirty (30) minutes of paid time, during the new employee orientation process. In the
20 event an employee is hired after the initial orientation period, the District will provide the
21 Union with an opportunity to meet with the new employee for a minimum of thirty (30)
22 minutes of paid time. This access will occur during the new employee's regular work
23 hours, at the employee's regular worksite or at a location mutually agreed upon by the
24 District and the Union, so long as it does not interrupt instruction. No employee may
25 be mandated to attend the meetings or presentations.

26
27 Orientation materials distributed by the District shall include union membership
28 applications and union orientation materials. It shall be the Union's responsibility to
29 provide the District with sufficient copies of such materials.

30
31 **Section 5. Dues and COPE Deductions**

32
33 The District agrees to deduct, from the pay warrant of employees who have authorized
34 it, the Union membership dues as established by the Union. Authorization by the
35 employee shall be on an approved form by the parties hereto and shall provide for
36 revocation of dues deduction by an individual employee.

37
38 In addition, the District agrees to deduct from the pay warrant of duly authorized
39 members of the Union's political program (COPE) the contributions as identified by the
40 Union beginning in the next pay period after receipt by the District of said employee's
41 authorization. Any deductions for political contributions subject to RCW 42.17A.495 shall
42 be separately authorized in writing by the employee on forms that comply with WAC 390-
43 17-100, and be revocable by the employee at any time.

44
45 Upon request for verification, payroll deduction authorization cards shall be submitted to
46 the District from the Union showing all amounts to be deducted and the employee's
47 signature.

1 **Section 6. Membership Rescission**

2
3 Union members requesting to rescind membership and membership rights in the Union
4 shall make such request in writing to SEIU 925, following the SEIU 925 constitution and
5 bylaws, and any and all relevant conditions, policies and procedures. Providing such
6 conditions have been met, the Union shall inform the District of such employee's non-
7 member status consistent with the notification section of this Agreement.
8

9 **Section 7. Indemnification and Hold Harmless**

10
11 The Union agrees to indemnify and hold harmless the District from any and all claims,
12 demands, suits, or other forms of liability that shall arise against the District for, or on
13 account of, any membership dues or COPE deduction made from the pay of a bargaining
14 unit member.
15

16 **Section 8. Public Disclosure Requests**

17
18 The District agrees to notify the Union and the affected employee(s) when it receives a
19 request for records or information containing personal information of, or pertaining to,
20 bargaining unit members unless there is an available exemption that would protect the
21 personal information of the employee(s) from disclosure. Such notice shall be provided
22 prior to the anticipated release date of the public records, to allow time for the Union and/or
23 employee(s) to exercise their rights under the Public Records Act of the State of
24 Washington.
25

26 **ARTICLE 17 - TERMINATION OF EMPLOYMENT**

27
28 **Section 1. Notice by District** - Termination of employment under normal
29 circumstances should require not less than fifteen (15) calendar days' notice be given the
30 employee.
31

32 **Section 2. Notice by Employee** - Employees shall give not less than fifteen (15)
33 calendar days' notice to the Shoreline School District prior to their termination of
34 employment.
35

36 **Section 3. Termination During Probation Period** - Probationary employees may be
37 terminated by the District at any time during the probationary period of the first one
38 hundred eighty (180) working days as a regular school bus driver without right of appeal
39 unless otherwise mutually agreed. The reason for the dismissal shall be filed in the
40 employee's personnel file and sent to the Union.

41 **Section 4. Paid Administrative Leave** – The District has the right to place an
42 employee on paid administrative leave, subject to the following conditions:
43

44 **A. Purpose of Administrative Leave** - The purpose of administrative leave is to
45 remove an employee from the workplace during the pendency of an investigation
46 and/or until discipline is imposed. Administrative leave is paid leave and non-
47 disciplinary in nature.
48

49 **B. Reasons For Administrative Leave** - Administrative leave will be used only
50 when the District believes the employee's continued presence in the workplace

1 could threaten or endanger children, self, or others, disrupt the educational or work
2 environment, or interfere with an investigation.

3
4 **C. Determination of Need for Administrative Leave** - Due to the limited
5 circumstances where administrative leave is necessary, the decision to place an
6 employee on paid administrative leave will be made by the Executive Director of
7 Human Resources (or her/his designee, if the Executive Director of Human
8 Resources is unavailable) in consultation with the Superintendent or designee.

9
10 **D. Onset of Investigation** - The District will make every effort to begin the
11 investigation as quickly as possible after placing the employee on paid
12 administrative leave.

13
14 **E. Notice to Union** - The District will notify a Union representative upon placing
15 an employee on administrative leave. The employee may request union
16 representation at any time in the investigative process.

17
18 **Section 5. Progressive Discipline** - The District will practice administrative discipline
19 for cause when said action is required to maintain employment standards as established by
20 this Agreement and District policies. Disciplinary action shall be progressive, based upon
21 just and sufficient cause, with written communication to the employee.

22
23 **Section 6. Notification of Discipline** - Any employee disciplined or discharged for just
24 cause shall be given a written notification by the District within ten (10) calendar days of the
25 action. A copy shall be placed within the personnel file of the employee with a copy to the
26 Union. The employee may elect to submit a grievance under Article 16 following said action.

27
28 **ARTICLE 18 - REDUCTION IN WORK FORCE**

29
30 **Section 1. Potential Causes for Reduction-in-Force** - The District may reduce-in-
31 force under the following circumstances:

- 32
33 A. Lack of work; and or
34 B. Lack of funds; and/or
35 C. Good faith reorganization, which results in there being fewer positions than
36 people.

37
38 **Section 2. Notification to Union** - The District will provide written notification to the
39 Union of the potential for reduction-in-force, as early as possible following the District's
40 determination of program needs. Such notification will identify the affected classifications,
41 locations of at-risk positions, and number of employees affected.

42
43 The Union reserves the right to bargain with respect to the impact of the potential
44 reduction-in-force.

45
46 **Section 3. Notification to Affected Employees** - Employees who serve in positions
47 which have been identified as at-risk for reduction-in-force, shall be notified in writing of
48 the potential for reduction, the anticipated effective date, their bumping rights and the
49 opportunity to participate in the Recall Pool.

50

1 The District shall provide such written notice at least thirty (30) calendar days in advance of
2 the effective date of the reduction or lay-off. The District shall provide concurrent notification
3 to the Union office.
4

5 **Section 4. Bumping** - Employees serving in at-risk positions shall have the right to
6 exercise seniority as follows:
7

8 **A.** The affected employee may bump any other employee having less slipboard
9 seniority, within the current job classification.
10

11 **B.** If no bumping option was available as provided in the foregoing section, the
12 affected employee may exercise seniority within a former job classification in which
13 s/he held seniority, by bumping any employee with less classification seniority within
14 that particular classification.
15

16 **C.** In the event no bumping options were available as provided in the foregoing
17 sections, the affected employee shall be offered the opportunity to fill any vacant
18 positions within the bargaining unit, on the basis of their bargaining unit seniority,
19 provided the employee meets the minimum qualifications for the vacant position.
20 When more than one (1) at-risk employee qualifies for the vacant position, the position
21 shall be awarded to the employee with the greater bargaining unit seniority.
22

23 This provision does not negate the requirement to first post and award vacant positions
24 to transfer candidates from within the classification, and internal promotional
25 candidates from within the classification series. At-risk employees may only be offered
26 such positions after the usual processes have been exhausted.
27

28 **D.** In the event no options were available as provided in the foregoing sections, the
29 affected employee shall be offered the opportunity to fill any vacant SEIU represented
30 positions for which they meet the minimum qualifications. When more than one (1) at-
31 risk employee qualifies for the vacant position, the position shall be awarded to the
32 employee with the greater SEIU seniority.
33

34 This provision does not negate the requirement to first post and award vacant positions
35 to transfer candidates from within the classification, and internal promotional
36 candidates from within the classification series. At-risk employees may only be offered
37 such positions after the usual processes have been exhausted.
38

39 **E.** In the event no options were available as provided in the foregoing sections, the
40 at-risk employee shall be offered the opportunity to fill any other vacant District
41 positions for which they meet minimum qualifications. When more than one (1) at-risk
42 employee qualifies for the vacant position, the position shall be awarded to the
43 employee with the greater District-wide seniority.
44

45 It is agreed and understood that this option may not be available for all vacant District
46 positions. Eligibility/consideration for some positions may be restricted by provisions
47 in other Collective Bargaining Agreements or individual student/programmatic needs
48 for students qualifying for Special Programs.
49

50 **Section 5. Recall Pool** - Employees who have been notified of their reduction or lay-
51 off, may request placement in the Recall Pool by notifying the Human Resources office

1 within fifteen (15) working days of the effective date of the reduction or lay-off. Recall shall
2 be made on the basis of slipboard seniority.

3
4 Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to
5 remain on the recall list for the classification from which they were reduced/laid-off.

6
7 Employees shall be eligible for recall for a period of eighteen (18) months or as provided in
8 Article 13, whichever is greater, from the effective date of their reduction/lay-off.

9
10 **Section 6. Recall From Reduction/Lay-off** - Employees impacted by a reduction-in-
11 force (RIF) shall be notified by certified letter and a telephone call of new job openings
12 within the employee's classification. The employee must respond within ten (10) calendar
13 days of their receipt of the certified letter or telephone call, whichever is sooner, or they
14 will not be considered for the position.

15
16 In addition, the District will send notification of all SEIU represented positions via regular
17 mail.

18
19 **Section 7. Refusal of Re-employment** - Refusal of re-employment after two (2) offers
20 of a position with comparable pay/position/hours from which the employee was
21 reduced/laid-off will result in the employee being placed at the bottom of the recall list.

22
23 **Section 8. Address Changes** - It shall be the employee's obligation to keep the
24 Human Resources office informed of any change in address and telephone number to
25 ensure that the District can provide timely notification of re-employment opportunities.

26
27 **Section 9. Ties In Seniority** - In cases where more than one (1) employee has the
28 same seniority date, the order of seniority will be determined by lottery. A representative
29 from the Human Resources office and an SEIU Shop Steward will supervise such lottery.
30 Affected employees shall have the right to be present for the lottery.

31
32 **Section 10. Restoration of Seniority and Benefits Upon Reinstatement** - All
33 employees who are recalled from reduction/lay-off shall assume their previous
34 accumulated seniority for all purposes, and benefits.

35
36 **Section 11. Employee Right to Revert to Layoff** - In the event an employee has
37 accepted a position in a new classification in lieu of lay-off, and s/he determines that they
38 do not feel they can continue in the position for any reason, s/he shall be allowed to take
39 a voluntary lay-off without penalty and with full recall rights.

40
41 **Section 12. Route Picks** - All employees with slipboard seniority, per Article 12, will be
42 placed in recall status and shall have the opportunity to be placed on the regular substitute
43 list based upon their slipboard seniority at time of layoff. Thereafter, those employees shall
44 be notified of all regular routes which become available in the following the school year in
45 which the employee was laid off. (If a laid-off employee refused a temporary route, such
46 refusal does not constitute a refusal of re-employment as described in Section 7 of this
47 Article.

1
2
3 **ARTICLE 19 - PERSONNEL FILE**

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

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

12
13 **Section 3. Employee Right to Supplement Personnel File** - The employee shall
14 have the right to add relevant information into the personnel file.

15
16 **Section 4. Retention of Letters of Reprimand** - Letters of reprimand shall be
17 removed from the personnel file, upon request, provided that one (1) year has elapsed
18 and no further disciplinary action has occurred during that period of employment.

19
20 **Section 5. Letters of Commendation** - Letters and other memoranda of
21 commendation, whether received from the District or outside parties, shall be retained in
22 the employee's official personnel file.

23
24 **Section 6. Health/Medical Records** - Health and medical records of employees
25 shall be maintained in the Human Resources office. Such files are entirely separate and
26 distinct from the employee's personnel file. No information "other than routine leave
27 request and return to work forms," pertaining to the employee's health or medical
28 conditions will be kept in Personnel files or Supervisor's files.

29
30 **Section 7. Access to Information by Outside Parties** - In the event a public
31 disclosure request is received from an outside party seeking to access an employee's
32 personnel files or records, the District will immediately inform the employee of the identity
33 of the requesting party, the nature and scope of the request.

34
35 **ARTICLE 20 - EMPLOYEE RIGHTS**

36
37 **Section 1.** The District shall provide for the defense of an employee in any civil suit
38 wherein the complaint charges the employee with negligence and/or gross negligence (1)
39 in performing or failing to perform his or her pre-assigned and/or customary duties, or (2)
40 in the performance of any act to protect school property, to prevent injury to persons on
41 school grounds or at school functions, to maintain student discipline or control on school
42 grounds, or at school functions, or in performing other similar services for the District if the
43 employee acts in good faith and has reasonable grounds to believe that he or she has
44 authority to act for the District under the particular circumstances.

45
46 **Section 2.** The District shall provide sufficient legal protection not only to employees
47 who seek to render services to the District in performing regular duties, but also those who
48 act expeditiously in uncommon situations to further the District's purpose. The District
49 shall provide employees the full protection of the District's present liability insurance. The
50 limiting factors to this paragraph are (1) the defending of the suit shall not be inconsistent
51 with the terms and conditions of the District's present liability insurance; (2) in the event
52 the claim is in excess of the District's present insurance coverage, the employee must

1 provide his/her own defense as to the excess; and (3) the employee must cooperate in
2 the defense of the suit as provided in the liability insurance policies.

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

8
9 **Section 4.** Employees shall have and shall be protected in the exercise of the right,
10 freely and without fear of penalty or reprisal, to join in Union activity, and legally assist the
11 Union or Union members.

12
13 **ARTICLE 21 - PERFORMANCE EVALUATIONS**

14
15 **Section 1. Purpose of Performance Evaluations** – The parties agree that
16 performance evaluations are intended to be a constructive tool to enhance communication
17 and understanding between the employee and the administrator. Performance
18 evaluations shall not be used as a substitute for progressive discipline or corrective action

19
20 **Section 2. Timely Notification of Deficiencies** – Employee shall be given timely
21 notification of performance deficiencies, and afforded a reasonable and customary
22 amount of training, support, and time to demonstrate improvement.

23
24 **Section 3. Probationary Evaluations** – Probationary employees shall receive
25 feedback on an informal basis of the probation period. At the conclusion of the
26 probationary period, the employee will be formally evaluated using the same procedure
27 as is used for the annual regular employees.

28
29 **Section 4. Annual Evaluations** – All regular employees shall be evaluated annually
30 no later than June 1st of each year.

31
32 **Section 5. Evaluation Forms** – The performance evaluation form may be revised
33 upon mutual agreement of the District and the Union.

34
35 **Section 6. Conflict of Interest** – No bargaining unit member shall conduct the
36 performance evaluation of another bargaining unit member. However, a lead employee
37 may provide input to the supervisor about the performance and training needs of
38 employees who they are assigned to lead.

39
40 **Section 7. Lack of Performance Evaluations** – When performance evaluations are
41 used as a means of qualifying/competing for transfer or promotion, and the applicant did
42 not receive a performance evaluation for a relevant time period, said employee shall be
43 assumed to have met or exceeded expectations in all performance dimensions for the
44 evaluation periods in question.

45
46 **ARTICLE 22 - MANAGEMENT RIGHTS STATEMENT**

47
48 **Section 1.** Except to the extent specifically abridged by specified provisions of this
49 agreement, the Union recognizes the District's inherent and traditional right to manage its
50 business as has been its practice in the past. The Union recognizes the right of the District
51 to hire, suspend, transfer, promote, demote or discipline employees and to maintain the
52 discipline and efficiency of its employees; their right (which shall be exercised as provided in

1 the paragraph herein relating to termination of employment) to lay off, terminate or otherwise
2 relieve school bus drivers from duty because of lack of work for them to do, or for other
3 reasons set forth in this contract, the right to establish and change work schedules and
4 assignments and to eliminate, change or consolidate jobs; the right to direct the methods and
5 processes of doing work and to introduce new and improved work methods or equipment and
6 to assign work to outside contractors; the right to determine the starting and quitting time and
7 the number of hours to be worked; and the right to make and amend such reasonable rules
8 and regulations as it may deem necessary for the conduct of its business, and to require their
9 observance.

10
11 **Section 2.** The exercise of the District's rights stated herein is an exclusive function of
12 management. The exercise of the management rights herein does not modify the Union's
13 right to appeal through the grievance procedure as set forth in this agreement when such
14 exercise violates the letter and intent of this agreement in the opinion of the Union.

15
16 **Section 3. Contracting for Supplemental Pupil Transportation Service** In the event
17 the District determines there is a need to contract for pupil transportation services to
18 supplement District drivers and/or vehicles, the following steps will be followed:

19
20 **A.** Transportation Department Dispatch and/or administrative staff will review every
21 request for pupil transportation service and first offer trips to district drivers, per Article
22 3.

23
24 **B.** In the event district drivers cannot be offered a field trip request at least eight (8)
25 working days prior to the event without negatively impacting pupil to/from
26 transportation or other assigned routes, the Director will invite the union stewards to
27 review the request and determine whether a solution can be found that assigns the
28 work to district drivers, without negatively impacting pupil to/from transportation or
29 other assigned routes.

30
31 **C.** In the event the Director and the union stewards have not identified a solution by
32 4:00p.m. seven (7) working days prior to the event, the Director will have the right to
33 contract for transportation services for that trip.

34
35 **D.** In the event a district driver loses compensation as a result of the contracted pupil
36 transportation service, the driver will be fully compensated for all lost time.

37
38 **E.** The district may assign daily work to a driver who is in paid status due to the
39 contracting of pupil transportation service for a given trip.

40
41 **F.** The decision to contract for supplemental pupil transportation services may be
42 made only by the Transportation Director or designee, Deputy Superintendent or
43 Superintendent.

44
45 **ARTICLE 23 - SUBCONTRACTING**

46
47 **Section 1.** If the District shall propose to subcontract or otherwise change the operation
48 of the program covered by this agreement such that it is operated by any other party, the
49 District shall notify the Union of such proposal at least ninety (90) calendar days prior to such
50 subcontract or change.

1 **Section 2.** The District shall also notify prospective subcontractors that preference in
2 employment of employees covered by this agreement shall be given to such employees on
3 the basis of seniority.
4

5 **Section 3.** The District shall make every effort to assure that any subcontracting or other
6 change shall not result in the lowering of working conditions or benefits of current employees.
7

8 **ARTICLE 24 - SEVERABILITY**
9

10 **Section 1.** In the event that any provision of this Agreement shall, at any time, be declared
11 invalid by any court of competent jurisdiction, or through government regulation or decree,
12 such decision shall not invalidate the entire Agreement, it being the express intention of the
13 parties hereto that all other provisions not declared invalid shall remain in full force and effect.
14

15 **Section 2.** If any provision of this Agreement is held to be contrary to law, the parties by
16 mutual agreement, within ten (10) working days, shall commence bargaining on said
17 provision.
18

19 **ARTICLE 25 - COMMITTEES**
20

21 **Section 1.** SEIU, Local #925, and the Shoreline School District agree to convene a Labor
22 Management Committee at least every other month during the school year for the purpose
23 of seeking resolution on issues of common concern. The committee will be comprised of
24 four (4) bargaining unit members plus management representatives. The District will
25 reimburse the bargaining unit members for up to 1-1/2 hours per meeting.
26

27 **Section 2.** The school district agrees to send one copy of the safety committee meeting
28 minutes to SEIU, Local #925 representative for distribution among the bargaining unit
29 members.
30

31 **Section 3.** Whenever possible, employees will be released from work at their appropriate
32 rate of pay to attend District-required conferences or meetings. The District will endeavor to
33 schedule such conferences and meetings to maximize attendance. Required meetings
34 include, but are not necessarily limited to: Insurance Advisory Committee, Safety Committee,
35 and the Shoreline Employee Network (SLEN).
36
37
38
39
40
41
42

43 *[The remainder of this page has been intentionally left blank.]*
44

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.

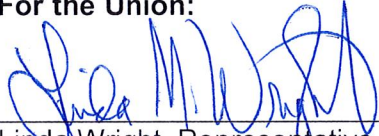
Section 2. A certified copy of this Salary Schedule and Provisions for school bus drivers, as adopted by the Shoreline Board of Directors, shall be forwarded to the Service Employees International Union, Local #925.

Section 3. This Agreement shall take effect as of September 1, 2021 and shall be in full force and effect until August 31, 2023. If either the Union or the District desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

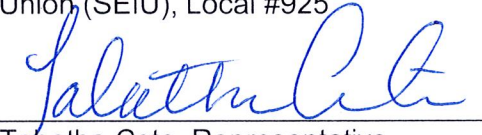
Section 4. The District shall post the contract on its website and pay the costs of providing a printed copy to each bargaining unit employee upon request.

Adopted by the Shoreline Board of Directors
at its regular meeting of September 21, 2021.

For the Union:



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



Tabatha Cote, Representative

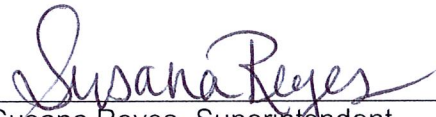


Morgan Lewis, Representative

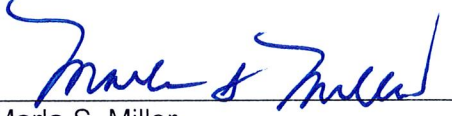


Randi Patten, Representative

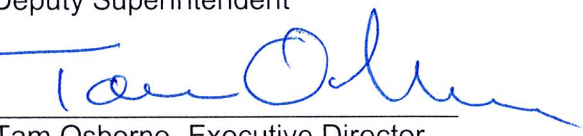
For the District:



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



Marla S. Miller,
Deputy Superintendent



Tam Osborne, Executive Director
Human Resources



Mary Sherman, Director
Transportation