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AGREEMENT

By and Between

SERVICE EMPLOYEES LOCAL #925

and

NORTHSHORE SCHOOL DISTRICT #417

Effective September 1, 2006 through August 31, 2009

THIS AGREEMENT is by and between the Northshore School District #417 (hereinafter designated as the Employer), and the Service Employees International Union, Local 925 (hereinafter designated as the Union), for the purpose of governing their labor relations by fixing the scale of wages, schedules of hours and conditions of employment for the designated employees in the Northshore School District.

ARTICLE 1 - UNION RIGHTS

1.1 Union Sole Bargaining Agent

The Employer acknowledges that the Union was certified by P.E.R.C. following an election to be the exclusive bargaining representative for the custodial employees within classifications hereinafter mentioned. The parties agree to meet their obligations under R.C.W. 41.56.

1.2 Union Security

It is recognized that proper negotiations and administration of negotiated agreements entail expense, which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later. Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable charity as specified in R.C.W. 41.56. In the event an employee does not abide by the above provisions, the services of said employee shall be discontinued.

The Employer shall provide the Union an annual status and seniority listing of all employees covered by this Agreement on or before October 1 of each year. Each month thereafter changes in status, including new hires, resignations, terminations, promotions, transfers, hours of work, and work locations shall be forwarded to the Union and to the president of the bargaining unit.

1.3 Dues Deduction

Upon receipt of a written authorization individually signed by a bargaining unit employee, the Employer shall deduct from the pay of such employee the amount of dues as certified by the Secretary of the Union to be uniformly required as a condition of membership in the Union and any additional amount the employee voluntarily authorizes for deduction for political purposes and shall transmit the same to the Union.

Dues deduction authorization by the employee shall be on a form approved by the parties hereto and shall be effective for the term of this Agreement.

The Union will indemnify, defend and hold the Employer harmless against any claims made against and any suit instituted against the Employer on account of any check-off of Union dues. The Union agrees to refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

1.4 Building Access

Union Representatives who are not District employees may have access to all buildings covered by this Agreement to discharge his/her duties as the representative of the Union; provided, the building administrator or designated representative is notified in advance, and provided further, that the employees are not disturbed in the performance of their duties.

1.5 Bulletin Boards

1.5.1 The District will make available suitable space at each school for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or any labor organizations among its employees.

1.5.2 The Union shall have the right to use intra-District mail services, employee mailboxes and District e-mail for communications with employees, subject to the following:

- a) The use is consistent with state and federal law and the District's Electronic Information System policy governing the use of the District's electronic mailsystem;
- b) The use does not interfere with the operation of the District's network resources or increase the District's operational costs;
- c) The use by employees on behalf of the Union is on the employees' own time;
- d) The District and the Union shall consult if either party has a concern about appropriate use of District communication systems for Union purposes; and
- e) If the District's Electronic Information System policy is modified, either party may open Section 1.5.2 for discussion or bargaining.

1.6 Work Site Leaders

The District agrees that the Union will be permitted to appoint work site leaders. The

work site leader(s) shall exercise their duties in a prudent fashion so as not to unduly interfere with the regular work assigned to them by the District.

1.7 Committees

1.7.1 Negotiating Committee

A Negotiating Committee will be selected by the Union.

Custodial employees acting as spokespersons at negotiating sessions and other meetings mutually agreed to by the District and the Union will be released from school duties to attend, when such meetings are held during working hours.

Meetings may be scheduled to least interfere with school activities, and may be scheduled outside working hours when necessary.

1.7.2 Labor Management Committee

The parties shall establish a joint Labor-Management Committee that shall meet on an as-needed basis, but not less than three (3) times per year unless waived by both parties. The Committee shall consist of no more than five (5) representatives of each of the parties excluding the Union representative or his/her designated representative and the Director of Operations or his/her designated representative. Any increase in either party's committee members shall be through mutual agreement of the parties.

It is understood that the committee shall function in a consultative capacity and shall not be considered a collective bargaining forum, nor a decision-making body unless the parties mutually agree to otherwise on a given topic. Either the Union or the District may initiate a discussion on an appropriate topic. Requests for such a meeting shall be made in writing by the Union or the District or their designated representatives and shall contain specific reasons for the meeting, including the subject(s) and the names of the committee members.

1.7.3 Safety Committee

A Union-designated safety representative shall serve on the District Safety Committee. Concerns brought to the attention of the Custodial Supervisor or the Safety Committee by the safety representative will be responded to in a timely manner.

1.8 Maintenance of Present Wage and Working Conditions

Nothing in this Agreement shall lower the present working conditions or wage standard of any individual employee so long as he/she remains within the job classification in which he/she is now employed, but this provision shall apply only to the individual employee and not to the job classification.

1.9 Union Business Leave

1.9.1 Short-term Union Business Leave

A maximum total of six (6) days of release time with reimbursement from the Union shall be provided annually to employees elected or appointed to office in the Union; provided that the leave is for the purpose of conducting Union business and is requested by the Union representative. Such leave must be scheduled in advance by mutual agreement.

1.9.2 Long-term Union Business Leave (Non-paid)

Employees elected or appointed to a position with the Union and with that Union position's duties requiring the employee to be away from their district job for more than five (5) consecutive workdays are eligible to request Long-term Union Business Leave. The written request must be submitted to the Operations Director at least three weeks in advance of the requested leave.

The Operations Director shall approve the request if:

- a) the District's operations department and the building work needs can be reasonably covered or substituted for the requesting employee's district job and;
- b) such can be done with minimal disruption to the quality and consistency of service expected.

The leave shall be for the entire duration of requested time off; provided however, the total leave time is less than one year. The employee shall be returned to the same or a similar position upon completion of the leave.

If the employee's elected/appointed position with the Union requires him/her to be away from the District job for one (1) year or more, the District position, at the option of the District, may be declared vacant, opened to applications and filled.

An employee returning from Union Business Leave extending one (1) year or more shall be assigned to the first available position of comparable classification of the one vacated provided one is vacant at the time of return. An employee may not take a Long-term Union Business Leave beyond two (2) years. Only one (1) employee may be on Long-term Union Business Leave at any one time."

- 1.10 If the District opens a new facility, the parties will meet in Labor-Management Committee to discuss the effects of the District's staffing decisions.

ARTICLE 2 - CONDITIONS OF EMPLOYMENT

2.1 Definition of Employee

2.1.1 Employees

For the purposes of this Agreement, "Employees" refers to all annual and new custodial employees.

2.1.2 Annual Employees A person employed for a specific number of hours per day for twelve (12) months.

2.1.3 New Employees

Employees who have yet to satisfactorily complete their probationary period as cited in Section 2.2.

2.1.4 Substitutes

Persons hired as a temporary replacement to cover emergency situations or employee absences. Substitutes may not be hired in lieu of or to avoid the hiring of employees.

2.1.5 Student Employees

Students in the Northshore School District hired to provide training and work experience for the student. Such employees shall not be hired in lieu of or to replace regular custodial employees.

2.2 Probationary Period (New Employees)

2.2.1 A probationary period for all new employees of one hundred twenty (120) calendar days shall be required. Employees shall be notified in writing upon successful completion of their probationary period.

2.2.2 Grievance and termination procedures are not applicable to new employees during their probationary period.

2.2.3 New employees shall be entitled to all other provisions of this Agreement.

2.3 Work Week

2.3.1 A standard work week shall consist of five (5) consecutive eight (8) hour days to be completed in an eight (8) hour period on a Monday to Friday basis.

2.3.2 All second shift work weeks shall consist of seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week.

2.3.3 All third shift work weeks shall consist of seven (7) hours per day and thirty-five (35) hours per week.

2.3.4 The times for shifts shall be as follows:

First Shift - 6:01 a.m. to 2:00 p.m.

Second Shift - 2:01 p.m. to 10:00 p.m.

Third Shift - 10:01 p.m. to 6:00 a.m.

The majority of time worked within the above time frames shall determine the appropriate shift for an employee.

2.3.5 Each employee will receive a thirty (30) minute lunch period, as near the middle of the shift as practicable, which shall be included in the hours per day to be worked.

2.3.6 Each employee shall receive a fifteen (15) minute first half and a fifteen (15)

minute second half rest period both of which rest periods shall occur as near the middle of each half shift as is practical.

- 2.3.7 Employees required to work through their regular lunch periods will be given a time to eat at a time agreed upon by the employee and his/her supervisor.
- 2.3.8 The following provisions apply to employees occupying Custodial Services Coordinator positions:
 - 2.3.8.1 The provisions of subsections 2.3.1 through 2.3.4 shall not apply to Custodial Services Coordinators.
 - 2.3.8.2 The standard work week for Custodial Services Coordinators shall generally be Monday through Friday and shall consist of five (5) consecutive eight hour days inclusive of break and lunch periods. The workday shall start between the hours of 6:00 a.m. and 2:00 p.m. The actual start time will be decided by the Director of Operations in consultation with the Custodial Services Coordinators on how to best meet the needs of the District and assure the effectiveness of the position.
 - 2.3.8.3 The District may schedule the Custodial Services Coordinators to work four (4) consecutive ten (10) hour days, inclusive of breaks and lunch periods.
- 2.3.9 A swing shift employee may not be required to work a day shift immediately consecutive to his/her regularly assigned shift, but may do so voluntarily.

2.4 Overtime

- 2.4.1 Any hours worked in excess of the normal hours per day for each shift as stated in Section 2.3 will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.
- 2.4.2 Any work performed on Saturday will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.
- 2.4.3. Any hours worked beyond twelve (12) hours per day or on Sundays shall be paid at two (2) times the regular rate per hour.
- 2.4.4 Overtime will be assigned on a voluntary basis to employees, with first consideration given to those employees assigned to the facility.
- 2.4.5 Overtime shall be divided and rotated as equally as possible within a school among those employees who normally perform such work. In the event the District needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other full-time custodial employees prior to using any substitute custodians. The Facility Manager is responsible for the rotation within a school. Custodial Services Coordinators are

responsible for the rotation among other full-time custodial employees.

- 2.4.6 In lieu of overtime pay, an employee may elect to accrue compensatory time (at the rate[s] specified in Section 2.4). No employee may accrue more than forty (40) hours of compensatory time off during the twelve-month period between September 1 and August 31. To request compensatory time off, an employee shall submit the appropriate form for approval by the Supervisor of Maintenance and Operations as soon as possible in advance. Requests submitted with less than two business days advance notice will be denied if there is not justification for the late submission.

All compensatory time off shall be taken in reasonable blocks of time, preferably two (2) hours or more. Approval shall be at the sole discretion of the Supervisor of Maintenance and Operations. In exercising this discretion, the supervisor shall first consider building and program needs, and secondly consider whether or not there are additional substitute costs associated with the absence.

Denial of a request for compensatory time off does not preclude the appropriate exercise of other leave rights the employee may have available to them. Any accrued but unused compensatory time off shall be converted to pay and disbursed to the employee by September 30 of the following accrual period.

- 2.4.7 The District shall allocate non-shift hours on a per building basis to be used by the Facility Managers and Night Lead Custodians at their discretion. The allotment of custodians' discretionary hours shall be at least twelve (12) hours for Facility Managers, and at least eight (8) hours for Night Lead Custodians per year. Elementary Facility Managers may share their allotment of twelve (12) hours with the Night Custodian. Facility Managers shall use the allotment on a needs basis but with the understanding that the allotment is for an entire year. Utilization of such hours shall be documented on the proper form. Examples of activities which do not require prior approval would include security and other building systems checks, training of custodial staff and checks, orientation or training of substitutes.

Such hours may also be used for activities not listed above (i.e., staff meetings related to job duties or use of facilities), provided prior approval is received from the immediate supervisor.

2.5 Call Back Service

- 2.5.1 Emergency call back service for employees will be paid at the overtime rate of not less than four (4) hours.
- 2.5.2 For specific, prearranged duties, such as cold weather checks, planned call back service for employees will be paid at the overtime rate of not less than two (2) hours. Planned call back shall be mutually agreed upon between the District and the employee(s).
- 2.5.3 The four (4) hour and two (2) hour minimums apply only when an employee is

called back.

2.5.4 Overtime or additional hours required of an employee immediately before or after regularly assigned hours will not be covered by these call back provisions.

2.6 Safety Equipment

All safety equipment, tools and special clothing shall be furnished by the Employer, who shall also be the judge as to the need of such special equipment, tools and clothing.

2.7 Pay for Higher Classification Work:

2.7.1 Regular Assignment to Two or More Classifications: Whenever an employee is required to perform duties on a regular basis in two or more job classifications, he/she shall be paid at the hourly rate for the higher classification for each hour worked while so assigned.

2.7.2 Temporary Out of Class Assignment: An employee required by the Director of Operations or designee to work temporarily in a higher classification as a substitute for another employee due to absence shall be paid an hourly differential of one dollar and sixty cents (\$1.60), starting with the first (1st) full working day of the assignment.

2.8 Mileage

All employees who have been authorized to use their own vehicles on District business shall be reimbursed at the District rate per mile.

2.9 Credit Union

The District will make it possible for each employee to have a monthly payroll deduction for their individual savings account at the Washington School Employees Credit Union. One change in the monthly deduction amount will be allowed each fiscal year (September 1 through August 31).

2.10 Employee Evaluation

At least annually each employee shall have his/her performance evaluated. Such evaluation will concern an employee's documented work performance for the entire period covered on the evaluation focusing on strengths and weaknesses with specific suggestions for improvement where appropriate. Where a deficiency has been noted, the supporting information for the judgment shall be shared with the employee, if requested. The Facility Manager has the right to submit written input to the custodial supervisor responsible for evaluating a given employee in the building.

Copies of evaluations shall be placed in the employee's personnel file, and a copy furnished the employee. An employee may place a written response to any performance evaluation in his/her personnel file. An employee's signature on the evaluation will signify receipt of the evaluation not necessarily agreement with it. Evaluations shall not be considered warning notices for purposes of 3.2.3. An employee may appeal an evaluation that has a potentially adverse effect on his/her employment status through the following appeals process:

STEP ONE:

Within fourteen (14) calendar days of receipt of an evaluation, the employee, either directly or with the assistance of the Union, will commit such appeal to writing, sign it, and present it to the custodial supervisor. The written statement should include: 1) the nature of the appeal; 2) the alleged discrepancies in the evaluation; and 3) the recommended corrections to the evaluation.

Within seven (7) calendar days after receipt of the written appeal, the custodial supervisor shall communicate his/her written response to the employee.

STEP TWO:

If the employee is not satisfied with the resolution at STEP ONE, he/she may, within seven (7) calendar days after receipt of the written response, submit his/her appeal to the Director of Operations. The Director shall meet with the employee within fourteen (14) calendar days after receiving the appeal. A written decision shall be rendered within thirty (30) calendar days of such meeting. Said decision shall be final and binding on the District and the employee.

The District and the Union mutually may agree in writing to extend the limits at any one of the steps described herein.

ARTICLE 3 - CHANGE OF STATUS

3.1 Seniority

3.1.1 Length of continuous service as a custodial employee in the bargaining unit shall govern in all layoffs, reemployment, vacation schedules, and shift preference of employees covered by this Agreement. All custodians are limited to two voluntary transfers per fiscal year.

3.1.2 All open positions shall be governed by the following:

3.1.2.1 Selection Process – Facility Manager or Night Lead Custodian Positions

Applicants for open Facility Manager or Night Lead Custodian positions shall have their applications screened for the following:

- a) any disqualifying, active discipline records;
- b) an overall below-standards evaluation on the applicant's latest performance evaluation.

Such screening shall be done by the Director of Operations or designee. Following this screening, only the five most senior qualified applicants shall be interviewed. The interview will be conducted by the building administrator, Director of Operations,

and a Chapter Officer, and may include a team of individuals from the site selected by the administrator. All selections for these open positions shall be made by a good faith a) assessment of the applicants and b) determination that the best-qualified applicant was selected.

Any applicant not selected shall have the right to inquire as to why he/she was not selected. Such inquiry shall be directed to the Director of Operations in writing. Once such an inquiry is received, the Director of Operations shall meet with the inquiring applicant to explain why the individual was not selected. The response of the Director of Operations is not grievable; the hiring decision, if made in bad faith, is grievable.

3.1.2.2 Selection Process – Positions Other Than Facility Manager or Night Lead Custodian

The selection process for open positions not covered in 3.1.2.1 shall be the same as described above except:

- a) The Director of Operations or designee is not required to screen applications;
- b) There is no requirement to have the Chapter Officer involved; and
- c) If an applicant is not selected, then the applicant, upon written request to the Director of Operations, shall be entitled to receive a written explanation that sets forth the good faith reason(s) for the determination not to select the individual.

3.1.2.3 Selection Process – Custodial Services Coordinator

Applicants for open Custodial Services Coordinator positions shall have their applications evaluated based on job qualifications and work history. The Director of Operations may choose to interview any or all qualified applicants but shall interview at least the two senior applicants judged to be qualified. All interviews shall be conducted using an interview team that shall include a Chapter Officer. The Director of Operations shall select the most qualified applicant for the open position based on the recommendation of the interview team. If two or more interviewees are judged to be substantially equal by the interview team, then the more senior of these will be offered the position. All selections shall be made by a good faith assessment of the applications and interviews, and determination that the best-qualified applicant was selected.

- 3.1.3 Vacancies will be advertised by job posting in all work locations for a period of (14) calendar days. This job posting will occur within fourteen (14) calendar days of the vacancy; and within fourteen (14) calendar days after advertising closes, the vacancy will be filled. Upon request, the Union will be provided a list of those employees who apply for an open position after the selection is made. If a job posting fails to elicit a response, the District may appoint an employee to fill that vacancy with the mutual agreement of that employee or select from outside applicants.
- 3.1.4 Employees selected for a new position may choose to return to their former position, provided the employee notifies the Human Resources department and building administrator in writing within fourteen (14) calendar days of assuming the new position and provided the former position is still vacant.
- 3.1.5 In the event of promotion, the employee shall be given a trial of one hundred twenty (120) calendar days in the new classification. Such employee shall receive the higher rate of pay during the trial period. In the event of transfer or voluntary demotion, the employee shall be given a trial period of sixty (60) calendar days. Prior to the completion of the trial period, the employee may be returned to his/her former or comparable position if he/she is not performing satisfactorily.
- 3.1.6 If a position is vacated for any reason during the trial period, only employees who responded to the initial job posting shall be considered candidates for the vacated position under the terms set forth in Section 3.1.2. If no other employees applied, or if none of the employees who applied are interested in the vacancy, then the position will be advertised again pursuant to Section 3.1.3.

3.2 Employment Status Changes

3.2.1 Notice of Resignation

Each employee shall give the District at least two (2) weeks notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

3.2.2 Disciplinary Action

No employee may be discharged, disciplined, or suspended except for just cause.

3.2.2.1 Except as specified in paragraph 3.2.2.2, no employee may be suspended or discharged as appropriate unless the employee has received three (3) or more written warning notices concerning substandard work or misconduct during the previous three year period from the date of the intended suspension or discharge. Warning notices shall automatically be removed from the employee's personnel files three (3) years from the date of notice if no repeat incident has occurred within that time; otherwise, they may be removed three (3) years from date of notice upon request of the employee; provided further, that such notices that have to do with sexual misconduct, physical abuse or verbal abuse against a student shall only be removed as permitted by law.

3.2.2.2 No such warning notices shall be necessary if the cause for discharge or suspension is theft, intoxication or substance abuse related to employment, immorality, moral turpitude, sleeping on the job, reckless or unauthorized use of District vehicles or equipment, or gross insubordination which shall be specifically defined as an unprovoked physical assault on an immediate supervisor in the custodial department or failure to comply with the reasonable direct order of an immediate supervisor in the custodial department pertaining to the known duties of an employee's job assignment, but may include similar offenses which are of equal magnitude provided the employee and Union shall be notified in writing within fourteen (14) calendar days of the date of the violation the reasons for any disciplinary action. The employee may have a hearing upon request. Employees may request removal from their personnel file any 3.2.2.2 document in the file, provided at least three (3) years have elapsed from the date of the document's inclusion in the file.

3.2.2.3 An employee who is absent from his/her position for five (5) consecutive working days without notice from the employee directly by the fifth (5th) day shall be subject to suspension or discharge.

3.3 Retirement

3.3.1 Retirement shall be as required by law.

3.4 Staff Adjustment: Conditions Necessary for Layoff

3.4.1 The District has the legal responsibility to establish the educational programs, services, and staff in accordance with the District's basic educational goals and program continuity consistent with the financial resources available.

3.4.2 Changing conditions necessitating program, service and staff adjustments include the following:

- a) Staff reduction in proportion to enrollment decline
- b) Failure of special levy election
- c) Termination or significant reduction in funding of categorically funded programs.

3.4.3 The District shall minimize the numbers of employees to be laid off by:

- a) Reviewing cash reserves to replace depleted revenue.
- b) Reviewing expenditures in areas of capital outlay, travel, contractual services, books and supplies and space allocations.

3.4.4 Priority shall be given to those programs and services areas, which relate to instruction, health and safety of students.

3.4.5 The District shall not reduce the levels of employees beyond the numbers necessary to remain within the financial revenues for the following school year. No employee shall be laid off as a result of special levy failure prior to June 30 of the contract year.

3.4.6 Layoffs will occur in direct reverse seniority.

3.4.7 After the necessary employee staff adjustments have been determined the District shall:

- a) Examine the reduced needs of the educational programs and services of the District.
- b). Assign retained employees on the basis of seniority in accordance with sub-section 3.1.1.
- c) The Employer agrees to give each employee thirty (30) calendar days notice of intended layoff.

3.4.8 Recall Procedure

A reemployment pool shall be created from which laid off employees will have priority for available positions covered by this Agreement.

3.4.8.1 Available positions covered by this Agreement will first be offered to employees in the reemployment pool on the basis of seniority.

3.4.8.2 When an employee from the reemployment pool is reemployed, seniority held prior to the layoff shall determine placement on the salary schedule.

3.4.8.3 Employees in the reemployment pool shall remain under this special consideration without increment credit following layoff unless they notify the classified employee services offices that they are no longer available at which time they will leave the reemployment pool and forfeit the benefits described herein.

3.4.8.4 Accumulated sick leave, vacation time and seniority accrued at the time of layoff shall be retained by employees as long as they remain in the reemployment pool or are reemployed under these conditions.

3.4.8.5 The benefits afforded employees in the reemployment pool shall remain in effect for the term of this Agreement.

3.5 If substitute employees are not assigned to replace employees who are absent, that fact will be recorded in the custodial log. In the event of an inspection by a supervisor when an employee is performing work on more than one run due to absenteeism, the employee has the right to inform the inspecting supervisor of that fact. The inspection, if completed, shall not be used as a basis for the annual evaluation unless poor performance unrelated to the multiple run situation is observed. If the inspection has not started or is

not completed, the inspector shall reschedule the inspection for a later date, such that the work load for the employee has returned to the regular schedule.

In the event a custodian is absent due to illness or injury for two (2) or more days from his/her regular assignment or a vacancy occurs, the Employer shall cover this assignment with a substitute custodian for the period of absence only; provided such occurs while school is in session for students (other than summer school).

- 3.6 Should the District decide to add a Utility Crew function as a part of its Operations Department, implementation as to shifts and schedules for the Utility Crew will be made by the District following consultation with the Union through the Labor-Management process. As a Utility Crew position becomes available, such position vacancy will be handled as described in Article 3 (Change of Status) for the custodial position.

ARTICLE 4 - HOLIDAYS AND VACATIONS

4.1 Holidays

- 4.1.1 Annual employees shall be granted the following thirteen (13) paid holidays: New Year's Day, the day before or after New Year's Day, Martin Luther King Jr. Birthday Observance, Presidents' Day, Memorial Day, Veterans' Day, Independence Day, the day before or after Independence Day, Thanksgiving Day, the day after Thanksgiving Day, Labor Day, the day before or after Christmas, and Christmas Day.
- 4.1.2 School term employees shall receive as paid holidays all the above holidays which fall within the months they work.
- 4.1.3 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday, provided, that if school is in session on the Friday preceding or Monday following, an additional day of vacation shall be given.
- 4.1.4 Work performed on holidays shall be paid at two (2) times the regular rate of pay in addition to the above holiday pay.
- 4.1.5 If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation.
- 4.1.6 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

4.2 Vacations

- 4.2.1 Annual employees will receive paid vacation based on years of employment with the District according to the following schedule:

- 1 through 3 years employment - 10 days paid vacation
- 4 through 6 years employment - 15 days paid vacation
- 7 or more years employment - 20 days paid vacation

Employees will accrue fifteen (15) days paid vacation per year from the beginning of the fourth (4th) year and will accrue twenty (20) days paid vacation per year from the beginning of the seventh (7th) year. Vacation accrual and use will be shown on the pay warrant stubs of each employee.

- 4.2.2 Any employee leaving the employment of the Northshore School District will receive vacation pay on a pro-rated basis of the actual months of employment.
- 4.2.3 An employee who quits, without giving two (2) weeks notice of intention to quit employment, will forfeit all vacation benefits. Inability to give appropriate notice, due to emergency situations, may be appealed to the Director of Operations for consideration.
- 4.2.4 All vacation must be scheduled and approved by the District in advance of its use. No more than twenty (20) consecutive workdays may be used for vacation time. For vacation requests of two (2) days or less, requests must be received in writing five (5) calendar days prior to the requested vacation day(s). For vacation requests greater than two (2) days, the request must be received in writing at least fourteen (14) calendar days prior to the requested vacation. The District reserves the right to waive these advance notice requirements in extenuating circumstances. For purposes of this section, a written request shall mean a request made on the District Vacation Request Form and delivered in person or via U.S. Mail, District Mail, fax or electronically, if available.
- 4.2.5 Each employee's anniversary date of employment with the District shall be the starting point for calculation of vacation allowance and subsequent increases in vacation allowance as specified in paragraph 4.2.1.
- 4.2.6 Vacation days may be accrued and carried over from year to year up to a maximum of forty-six (46) days, provided that at least five (5) days of vacation are taken during the fiscal year. Individuals who have accrued more than forty-six (46) days prior to June 30, 1994, may retain any days of vacation in excess of forty-six (46), but may not accrue any days beyond such. If additional days of vacation are earned but are not used by June of each year, the days will be lost.
- 4.2.7 Employees upon termination or retirement shall receive compensation for earned, unused vacation days up to a maximum of thirty (30) days, provided proper notice of termination is given by the employee. Such compensation shall be based upon the employee's per diem rate of pay at the time of termination.
- 4.2.8 Any balance of accumulated vacation time shall be taken prior to the last day of employment.
- 4.2.9 If an employee is ill or is incapacitated by an accident while on vacation,

supported by a doctor's or other appropriate licensed medical practitioner's certificate for one (1) day or more, the balance of the vacation time due him/her may be suspended at the request of the employee and upon approval of the Director of Operations. Time off for the illness or accident will be used from the employee's accrued sick leave, if any, until the employee is recovered or until the sick leave is exhausted. The balance of the vacation due the employee may be used at a time agreed upon between the District and the employee.

ARTICLE 5 - LEAVES

5.1 Illness, Injury and Emergency Leave

- 5.1.1 At the beginning of each work year, each employee will be credited with twelve (12) days of illness, injury or emergency leave, which will accumulate from year to year and such accumulated leave may be taken at any time during the year for the illness or injury of the employee or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Sick leave accrual and use shall be shown on each employee's pay warrant stub.
- 5.1.2 For each day's absence beyond accumulated illness and/or injury leave days, a deduction of a full work day's per diem shall be made.
- 5.1.3 The District may require an employee using illness or injury leave to provide the district with a physician's certificate attesting that such leave was taken for the employee's personal illness or injury. The District shall not arbitrarily exercise its right to request certification. Failure upon demand to provide the District with said certificate may result in a salary deduction.
- 5.1.4 The accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:
 - 5.1.4.1 Serious illness or injury in the immediate family;
 - 5.1.4.2 Court appearance or hearing in which the employee is an individually named defendant or respondent;
 - 5.1.4.3 Birth or adoption of an employee's child, if not covered by personal illness leave;
 - 5.1.4.4 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health, or family safety.
- 5.1.5 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.

- 5.1.6 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 5.1.7 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the year.
- 5.1.8 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 5.1.9 The employees shall receive compensation for eligible accumulated illness, injury, and emergency leave as an employee attendance incentive program in accordance with the conditions contained in Appendix "A" set forth in this Agreement.
- 5.1.10 Leave sharing shall be permitted as provided in board policy and state law and regulation.

5.2 Bereavement Leave

- 5.2.1 Each employee shall be allowed a maximum of five (5) days leave with pay for each occasion for absence caused by death of a member of that employee's immediate family (spouse, parent, step-parent of the employee, child or others living in the same immediate household).
- 5.2.2 Each employee shall be allowed a maximum of three (3) days leave with pay for each occasion for absence caused by death of that employee's brother, sister, son- or daughter-in-law, mother- or father-in-law, grandparent or grandchild.
- 5.2.3 Each employee shall be allowed one (1) day's leave with pay per year to attend any other funeral.
- 5.2.4 This bereavement leave is not deducted from the sick leave and is non-accumulative.

5.3 Personal Leave

- 5.3.1 Employees shall be entitled to take up to two (2) days of personal leave with pay accumulative up to four (4) days.
- 5.3.2 Whenever possible an employee desiring to take personal leave shall submit a written request to the director of operations or designee at least one (1) week prior to the requested start of the leave.
- 5.3.3 Personal leave may be used for personal matters or to attend work related, but voluntary, conferences or workshops. Personal leave may not be used for recreational purposes or to extend a vacation period or holiday weekend.

5.3.4 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. An employee may also use personal leave for such purposes

5.4 General Leave - Non-Medical

5.4.1 Upon written request of an employee, the Superintendent or his designee may grant a non-compensated leave-of-absence for such things as: (a) family emergency, (b) child care and (c) education, etc.

5.4.2 A general leave-of-absence shall not exceed one (1) calendar year.

5.4.3 Except for military service there shall be no other employment while on leave without prior approval of the Superintendent.

5.4.4 The District will state in writing the terms of the leave-of-absence.

5.4.5 Upon written request, the District will reemploy the employee under the conditions in existence in the District pertaining to reemployment at the time of reemployment for a like-position to that held prior to the leave-of-absence provided the employee has met the conditions of the approved leave.

5.4.6 Employee benefits earned prior to a leave-of-absence will be reinstated and/or maintained upon re-employment. Seniority will not accrue during such leave.

5.5 Legal and Military Service Leave

5.5.1 Subject to the approval of the Superintendent or his designated representative, and in accordance with applicable law, absence will be approved when the interest of the District is served for jury duty, subpoena and military reserve commitments.

An employee who is excused from jury duty less than four (4) hours after his/her jury reporting time shall notify his/her immediate supervisor. He/she may be required to report to work if there are at least four (4) hours remaining in his/her regularly scheduled work day; provided, the employee shall have at least twelve (12) hours off duty between the completion of the scheduled day's assignment and reporting back to jury duty. In the event the employee must change clothes before reporting to work, the employee and the supervisor shall agree on a reasonable reporting time.

5.5.2 There will be no deduction in the employee's compensation for jury duty or subpoena except that any compensation received by the employee for such jury or court service will be paid to the District for reimbursement.

5.5.3 Reimbursement for approved military reserve duty will not be required.

5.5.4 Veterans seeking reemployment shall be reemployed pursuant to applicable law.

5.6 Leave-of-Absence - Medical

- 5.6.1 Upon written request of an employee, supported by a physician's or other medical practitioner's certificate, an employee will be granted a non-compensated leave of absence for the necessary period (not to exceed one [1] calendar year) of recovery from an illness, injury, or other disability provided such illness, injury, or other disability precludes the employee from performing the required duties of the job.
- 5.6.2 Prior to the expiration of the leave and upon written request of the employee supported by a physician's or other medical practitioner's certificate of release to return to employment, the employee on such leave shall be returned to a like position to that held prior to the leave provided the employee has met the conditions of the approved leave.
- 5.6.3 Earned employee benefits and accrued seniority at the time the leave-of-absence for health reasons was granted will be reinstated and/or maintained upon reemployment.

5.7 Childbirth/Childcare/Adoption Leave

- 5.7.1 Employees shall be granted leave without pay for the purposes of childbirth and/or childcare according to the following provisions:
 - 5.7.1.1 An employee requesting leave for childbirth shall give written notice as far in advance as possible but in no event less than six weeks in advance to the Director of Human Resources. The written request for such leave shall include, (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin, and (3) the estimated date childbirth leave is to begin.
 - 5.7.1.2 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.
 - 5.7.1.3 Sick leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) calendar days following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee. Childbirth leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.
 - 5.7.1.4 Childbirth leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.

- 5.7.1.5 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.
- 5.7.1.6 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.
- 5.7.1.7 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent as such is affected by sick leave.
- 5.7.2 An employee may apply for childcare leave to care for children of any age under the provisions of General Leave.
- 5.7.3 Employees on leave under this Article may continue their fringe benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

ARTICLE 6 - GROUP INSURANCE PROGRAMS

- 6.1 The District agrees to make available to eligible employees (employed more than four (4) hours per day), the following insurance programs and provide as of October 1, 2006, an insurance benefit amount up to six hundred eighty-two dollars and fifty-four cents (\$682.54) per month per eligible employee. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts.
- 6.2 Dental Insurance – The District shall pay for eligible employees the full premium necessary to fund district administered dental insurance plans covering the employee, spouse, and dependents. The general provisions of the plan coverage, including exclusions, limitations, and procedures will be included in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available upon request. The District shall make contributions toward dental insurance premiums for eligible employees for the following programs:
 - a) Northshore Dental Plan
 - b) Willamette Dental Plan
- 6.3 Vision/Hearing Insurance – The District shall pay for eligible employees the full premium to fund a district administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included

in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available upon request.

- 6.4 Basic Life Insurance – The District shall pay for eligible employees the full premium for the employee’s basic term life insurance including an accidental death and dismemberment policy in an amount equal to the employee’s contracted annual salary.

Employees shall have the option to double or triple the amount of basic life insurance coverage by the employees’ base annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium.

- 6.5 Long Term Disability – The District agrees to pay for eligible employees, the full premium for employee’s long-term disability coverage.

- 6.6 Salary Insurance – The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.

6.6.1 Long Term Care – The District agrees to make available at employee expense the WEA Premera Insurance Program.

- 6.7 Medical Insurance – After paying the premiums for dental insurance, vision insurance, long-term disability, and basic life insurance as provided above, the District shall make contributions toward medical insurance premiums for eligible employees for the following programs:

Northshore Regence Blue Shield – Preferred Provider
Northshore Regence Blue Shield – Selections
Group Health Cooperative of Puget Sound
PacifiCare

- 6.7.1 Each eligible employee may utilize the remaining balance of the insurance benefit amount (after payment of dental, vision/hearing, life, and long term disability insurance premiums) by enrolling in one of the medical insurance programs.

- 6.7.2 Pooling – Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost limiting procedures being applied to all eligible District employees as follows:

The District shall calculate the premium for each eligible employee from a single-rate premium schedule provided by the insurance carriers based on the family category selected by the employee.

In the event the eligible employee’s total insurance cost, including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.

For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a district-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose cost exceeds the insurance benefit amount per month.

The pool amount shall be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage shall be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount. An estimated employee deduction and pool share shall be used for the September pay period deduction. The estimated employee deduction and pool share shall be adjusted periodically to distribute the pool equitably.

- 6.8 Other Insurance Programs – The District shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 6.9 Credit Union Deductions – At the option of an employee, the District shall deduct from his/her monthly salary warrant, and deposit directly with the School Employees' Credit Union of Washington or Educational Community Credit Union an amount designated by the employee.
- 6.10 Retirement Program – Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee information concerning PERS and SERS membership benefits.
- 6.11 District Health Benefits Committee – The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.
- 6.12 Annual Insurance Coverage – The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1st and ending September 30th.
- 6.13 New Employee Insurance Program – New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun on or before the 15th and enrollment is accomplished prior to the 15th. Otherwise, eligibility occurs the next first of the month after enrollment and work has begun. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.
- 6.14 Terminating Employee Coverage – If an employee terminates his/her employment, insurance shall continue to the end of the following month in which termination occurred.

- 6.15 Tax Deferred Annuities – The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28a.58.560 as the union shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly warrant as authorized by the individual employee.
- 6.16 Alternate Pre-Tax Deduction – Section 125 – Internal Revenue Service Code Section 125 – In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and unreimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for healthcare reimbursements and dependent care expenses will be passed directly back into the health benefits program.
- 6.17 VEBA III - The District and Union will participate annually in the Voluntary Employee Benefit Account (VEBA III) for employees retiring between September 1st and August 31st of each year.
- 6.18 Deferred Compensation Plan – In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly warrant on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Scope
The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the Agreement.
- 7.2 Definition
A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.
- 7.3 Procedure
An employee may institute a grievance and may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

7.3.1 STEP ONE:

Within twenty-one (21) calendar days of the time a grievance arises, the aggrieved either directly or with the Union Steward and/or Representative will commit the grievance to writing, sign it, and present it to the appropriate supervisor. The written statement should include (1) the nature of the grievance, (2) the alleged section(s) that have been violated, (3) the recommended solution to the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor shall contact the grievant and/or Union agent who submitted the grievance and attempt to schedule a meeting to hear and possibly resolve the dispute. This meeting should occur promptly but in no case later than the twentieth (20th) calendar day from receipt of the written grievance, unless otherwise mutually agreed upon in writing. Within seven (7) calendar days following the conclusion of the STEP ONE meeting, the immediate supervisor shall communicate his/her written response to the aggrieved and the union.

7.3.2 STEP TWO:

If the grievant is not satisfied with the resolution at STEP ONE and desires to have the dispute heard at the next level of the process, he/she shall, within seven (7) calendar days of receipt of the written response in STEP ONE, submit the written grievance to the Superintendent or designee. The Superintendent or designee shall, within ten (10) calendar days after receiving the grievance in writing, attempt to schedule a meeting of the parties to hear the grievance. Unless otherwise agreed to in writing, completion of the meeting at this level shall occur within twenty (20) calendar days of receipt of the grievance by the Superintendent or designee. Within seven (7) calendar days of the completion of the STEP TWO meeting, the Superintendent shall communicate the STEP TWO response in writing to the aggrieved and the union.

If the grievance is not satisfactorily resolved and the Union desires to have the matter heard at the next level the Union shall, within seven (7) calendar days of receipt of the written response, submit the grievance in writing to STEP THREE.

7.3.3 STEP THREE:

If the parties in STEP TWO cannot reach agreement on the disposition of the grievance in fourteen (14) calendar days, the grievance shall be referred promptly, in writing, to an arbitration committee. This committee shall consist of one representative from the District, one representative of the Union and a third member chosen by these two.

The District and the Union shall appoint their representative to the arbitration committee within seven (7) working days of receipt of the grievance from STEP TWO. If the District representative and the Union representative are unable to agree on a third member within-twenty-one calendar days of their appointment to the committee, then the Public Employment Relations Commission shall appoint the third member.

The decision of this arbitration committee shall be binding on all parties to the

grievance.

- 7.3.4 If the employee does not pursue the grievance to the next step within the prescribed time limits, it shall be presumed resolved. If the District does not respond within the time limits at any one of the steps it shall automatically move the grievance to the next step.
- 7.3.5 Nothing in this Article shall preclude the employer and/or the Union from instituting a grievance.

ARTICLE 8 - MANAGEMENT RIGHTS

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

ARTICLE 9 - COMPENSATION

- 9.1 Salary Schedule
Employees shall be paid according to the salary schedule as displayed in Appendix A to this Agreement. Effective September 1, 2007, the District shall increase the 2006-2007 rates in Appendix A by the percentage enacted by the Washington State Legislature for K-12 Cost of Living Adjustment for classified staff. Effective September 1, 2008, the District shall increase the 2007-2008 rates in Appendix A by the percentage enacted by the Washington State Legislature for K-12 Cost of Living Adjustment for classified staff. Salary incremental costs to the District shall be in addition to any authorized and funded state increases unless precluded by law.

- 9.1.1 Initial salary placement for new hires shall be determined by the District after review of any reported previous custodial experience the new hire might have had. Similar experiences will be treated by the District consistently and within salary compliance restrictions, if applicable.
- 9.2 Premium Pay
Any employee required to take schooling or any other job-related training shall be paid their regular hourly rate for such schooling. In overtime situations, the employee shall receive one and one-half (1-1/2) times their regular hourly rate.
- 9.3 Increments
Employees shall receive the appropriate step increases effective September 1st of each year; provided that employees new to the District shall work one-half or more of the first year to earn the first step increase.
- 9.4 In recognition of the added expense incurred by the employee due to work related wear and tear on clothing and/or in annually securing a boiler's license, each employee shall on or before October 1 of each year of the contract receive as compensation subject to withholding two hundred fifty dollars (\$250.00). In addition, each employee may order from the district standardized uniform (blue work shirts, coveralls and jacket) up to the maximum dollar value for the school year. The maximum amount shall be set by the District each school year but shall not be less than one hundred dollars (\$100). Employees who elect to order standardized uniforms from the district will be expected to wear them on a daily work basis.

ARTICLE 10 - WORK STOPPAGES

- 10.1 Strikes
Service Employees International Union Local #925 and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

Notwithstanding the above paragraph, it shall not be a violation of this Agreement for an employee covered by this Agreement to refuse to cross a primary picket line established by a labor organization which holds a current labor agreement with Northshore School District #417 and whose picket line has the approval of the King County Labor Council, AFL-CIO, PROVIDED:

- a) The purpose of the picketing is lawful and the picketing is conducted by a labor organization whose members are currently engaged in an economic strike;
- b) The picketing is not contrary to or in violation of any valid law;
- c) The picketing and/or refusal to cross said picket line does not endanger the health or safety of any individual;

- d) The District has been provided an opportunity to be heard before the full body of the Executive Board of the King County Labor Council;
- e) The District has been given written notice of the Council's sanction of said picketing.

10.2 Lockouts

During the term of this Agreement, the Employer agrees there will be no lockout of employees covered by this Agreement.

ARTICLE 11 - SUBCONTRACTING

- 11.1 The duties and/or responsibilities normally assigned to employees covered by this Agreement shall not be transferred to another agency or individual in such a manner so as to reduce the staff during the length of this Agreement. The District agrees to give the Union not less than sixty (60) calendar days notice of its intent to assign such services to another agency or individual.

ARTICLE 12 - JOB DESCRIPTIONS

- 12.1 Job Descriptions will be made a part of this Agreement.
- 12.2 Whenever a building use permit is in effect for a Class B or Class C group as displayed on the Northshore schedule of fees, a custodian will be on duty. Duty shall mean a minimum two (2) hours "call back" at the start of the activity and two (2) hours minimum at the end of the activity.

ARTICLE 13 - EMPLOYEE RIGHTS

- 13.1 If at any level the District determines to bring disciplinary action other than verbal reprimand against any employee for any reason, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.
- 13.2 Employees shall, upon request, have the right to inspect the contents of their complete personnel files kept within the District and attach their own written comments to any material therein. Upon request, a copy of any documents contained in their files shall be afforded to the employee at cost. Unauthorized persons shall not have access to employee files or other personal data relating to his/her employment.
- 13.3 The District shall provide comprehensive liability insurance that will hold harmless and defend, as agents of the District, each employee of the District from claims for damages caused or alleged to have been caused in whole or in part by the employee while performing his/her duties in the District; provided that the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the

employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

ARTICLE 14 - CONDITIONS OF THE AGREEMENT

14.1 Separability

In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, and that the parties by mutual agreement shall commence bargaining on that provision.

14.2 Termination and Renewal

14.2.1 This Agreement shall be effective September 1, 2006 through August 31, 2009, and shall remain in full force and effect from year to year unless either party to this Agreement serves notice as provided herein.

14.2.2 During the term of this Agreement, the parties agree to open Article 6 of this Agreement, Group Insurance Programs, for negotiation by August 31, 2007 for application in the 2007-2008 contract year and by August 31, 2008 for application in the 2008-2009 contract year. The parties reserve the right to open on any topic contained herein when there is joint agreement to do so.

14.2.3 This Agreement or any provisions hereunder may be extended by mutual written agreement of the parties; otherwise, it shall expire August 31, 2009.

14.2.4 Except as otherwise provided by this Agreement, bargaining on the subjects contained in this Collective Bargaining Agreement, or other subjects, or for a successor agreement shall begin no later than sixty (60) days prior to the expiration date of this Collective Bargaining Agreement, or any extension thereof, nor earlier than ninety (90) days, except by mutual written agreement of the parties.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT # 417
AND
SERVICE EMPLOYEES LOCAL #925
2006-2009**

SIGNATURE PAGE

Dated and signed this _____ day of _____, 2007

FOR THE UNION

By _____

Brandon Tippy

Gary Warmbrodt

Delores Swanson

Jay Christiansen

Rod Miller

Diana Swenson

John Parks

Teresa Bell

Brenda LeMasson

Mike Jones

Beverly Frazier

FOR THE DISTRICT

By _____

Karen A. Forys, Superintendent

Joe McKamey, Chief Bargainer

Jeff Sherwood

Brad Taylor

Appendix A

NORTHSHORE SCHOOL DISTRICT NO. 417

2006-2007

CUSTODIAN SALARY SCHEDULE - SEIU

SCHEDULE 61

Effective-9/01/2006

Experience Steps	01	02	03	04	05	06	15
Custodian	29,034	29,905	30,802	31,727	32,678	33,659	34,668
Hourly Rate	13.96	14.38	14.81	15.25	15.71	16.18	16.67
Junior High Night Lead							
Utility Crew Lead	31,647	32,597	33,575	34,582	35,619	36,688	37,789
Hourly Rate	15.22	15.67	16.14	16.63	17.12	17.64	18.17
Elementary Facility Manager	32,083	33,045	34,037	35,058	36,110	37,193	38,309
Hourly Rate	15.42	15.89	16.37	16.85	17.36	17.88	18.42
Westhill/Sorenson Facility Manager	32,518	33,494	34,499	35,534	36,600	37,698	38,829
Hourly Rate	15.63	16.10	16.59	17.08	17.60	18.12	18.67
Woodmoor/Ricketts Night Lead	32,809	33,793	34,807	35,851	36,926	38,034	39,175
Hourly Rate	15.77	16.25	16.73	17.24	17.75	18.29	18.83
Junior High/Admin Bldg Facility Mgr							
High School Night Lead							
Woodmoor/Ricketts Facility Manager	33,389	34,391	35,423	36,485	37,580	38,707	39,869
Hourly Rate	16.05	16.53	17.03	17.54	18.07	18.61	19.17
High School Facility Manager	34,841	35,886	36,963	38,072	39,214	40,390	41,602
Hourly Rate	16.75	17.25	17.77	18.30	18.85	19.42	20.00
Custodial Services Coordinator							
Facility Specialist—Perf. Arts Center	40,648	41,867	43,123	44,417	45,750	47,122	48,536
Hourly Rate	19.54	20.13	20.73	21.35	22.00	22.65	23.33

APPENDIX B

PROCEDURES

- 1) Accumulation of illness, injury and emergency leave
 - a) Annual leave for illness, injury and emergency shall accumulate from year to year up to 180 days and may be taken at any time during the year, but for purposes of payment for such unused leave shall not exceed twelve (12) days per year.
 - b) For purposes of payment for unused illness or injury leave, no more than one day leave can accumulate each calendar month that the employee is under contract with and/or is an employee of the District.
 - c) Any leave for injury or illness accumulated up to a maximum of 45 days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire, but if such leave is used for this purpose it cannot be compensated upon retirement or death.
- 2) Annual conversion of accumulated illness and injury leave
 - a) Each January each eligible employee may elect to receive remuneration for unused illness and injury leave accumulated in the previous calendar year.
 - b) An eligible employee is a current employee
 - 1) Who has accumulated greater than sixty (60) full days of illness or injury leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year;
 - 2) Who has accumulated illness or injury leave at a rate no greater than one full day per month as of the end of the previous calendar year; and
 - 3) Who provides written notice to the business office by January 15 of his or her intent to convert his or her excess illness or injury leave to monetary compensation.
 - c) The number of illness or injury leave days, which an eligible employee may convert, shall be determined by:
 - 1) Taking the number of illness or injury leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
 - 2) Subtracting therefrom the number of illness or injury days used by the employee during the previous calendar year.

- 3) The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.
 - d) Illness or injury leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible illness or injury leave.
 - e) The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
 - f) Partial days of eligible illness or injury leave shall be converted on a pro rata basis.
 - g) All illness or injury leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness or injury leave balance.
- 3) Conversion of illness or injury leave upon retirement or death
 - a) Each person who is employed by the District and who subsequently terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused illness or injury leave days to monetary compensation.
 - b) Retirement for purposes of this policy shall mean commencing receiving a retirement allowance from a Washington State retirement system.
 - c) Vested out-of-service employees who terminate employment but leave funds on deposit with a state retirement system shall not be considered to have retired or to be an eligible employee.
 - d) All unused illness or injury leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month for a maximum of twelve days per year, less illness or injury leave days previously converted pursuant to the above procedures and those credited as service rendered for retirement purposes, may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
 - e) Illness or injury leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five per cent of an employee's full-time daily rate of compensation at the time of termination of employment for each full day of eligible illness or injury leave.

- f) The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- g) Partial days of eligible illness or injury leave shall be converted on a pro rata basis.

4. Post-retirement medical reserve trust account

In addition to standard direct payment to the employee, the district will provide for retiring employees and employees with 180 days accumulated sick leave to elect sick leave buyout payments to be remitted directly to VEBA III (a VEBA post-retirement medical reserve trust account) as allowed within IRS Section 419 on a pre-tax basis.

APPENDIX C
Evaluation Guidelines

The following guidelines will be used to evaluate employees in the bargaining unit:

1. Evaluative information will be gathered from multiple sources, which will at least include Facility Managers (for custodians), Principals and Coordinators.
2. The Supervisor of Maintenance and Operations will evaluate Coordinators; the Supervisor of Maintenance and Operations, with input from the Coordinators and the Principals, will evaluate the Facility Managers; Coordinators, with input from Facility Manager and Principal, will prepare a draft evaluation of all other custodians with final review and signature of the evaluation by the Supervisor of Maintenance and Operations.
3. Conferences with an evaluator will occur when an employee has received an “area for growth” or an “unsatisfactory” rating. An employee may also request an evaluation conference. Employees will be notified of a satisfactory evaluation so they may schedule a conference if they want one. An attempt will be made to schedule this evaluation conference at the employee’s worksite.

LETTER OF AGREEMENT
By and between
NORTHSHORE SCHOOL DISTRICT NO. 417
And
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
Regarding Northshore Youth Basketball Association

Whereas, the parties have met and discussed Section 12.3 (Building Use) of the Collective Bargaining Agreement, specifically regarding the Northshore Youth Basketball Association's (NYBA) use of district facilities; and

Whereas, the parties have reached certain understandings with the Northshore Youth Basketball Association; and

Whereas, the parties wish to continue the implementation of these understandings for the duration of the contract;

Therefore, it is mutually understood regarding the Northshore Youth Basketball Association's use of district facilities that the custodian on duty shall:

1. Be responsible for facility setup and breakdown tasks, including necessary clean-up associated with the NYBA's use.
2. Be expected to monitor the school's campus for security and safety issues and implement corrective action.
3. Be charged with the duty of monitoring restroom areas which are open and to clean such, if needed.
4. During the lunch period of the NYBA, sweep the gym area.
5. Wear the District provided event clothing or District identifiable standardized clothing to help facilitate for patrons a District presence and identifiable authority in case of emergency or while providing supervision.
6. Be paid at the rate of time and one-half times the employee's regularly scheduled hourly rate for each hour so worked. Lunch will be a half hour on the employee's time unless duties are required to be performed.

LETTER OF AGREEMENT

By and between
NORTHSHORE SCHOOL DISTRICT NO. 417
And
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

This Letter of Agreement is by and between the NORTHSHORE SCHOOL DISTRICT (hereafter referred to as “District”), and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (hereafter referred to as “Union”), and is hereby supplemental to the 2006 – 2009 Collective Bargaining Agreement between the District and the Union.

THE DISTRICT AND THE UNION AGREE TO THE FOLLOWING:

1. When a site is undergoing a capital remodel/construction project, a stipend in the amount of \$50 per month will be paid to the facility manager assigned at the site during the term of the project, commencing with the month that the notice to proceed is issued, and until the notice of substantial completion is issued.
2. Additionally, the site will be allotted construction/remodel overtime hours for custodians as described below to address needs that arise during the projects. Overtime hours will be assigned by the site’s facility manager, consistent with usual overtime assignment practices:

Projects up to \$1,000,000	A total of 20 hours/site of overtime
\$1,000,001 to \$2,500,000	A total of 40 hours/site of overtime
\$2,500,001 and up.....	A total of 80 hours/site of overtime

This Letter of Agreement shall be in effect from September 1, 2006 until August 31, 2009, when the collective bargaining agreement expires.

MEMORANDUM OF UNDERSTANDING
By and Between
NORTHSHORE SCHOOL DISTRICT NO. 417
And
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Service Employees International Union Local 925 (Union) regarding a new classification, Facility Specialist—Performing Arts Center (position), is supplemental to the 2006-2009 Collective Bargaining Agreement (Agreement) between the District and the Union.

The District and the Union agree to the following:

1. The position shall be paid pursuant to the Custodial Services Coordinator salary lane of the Custodian Salary Schedule.
2. The position is will work a schedule largely determined by the event schedule at the Performing Arts Center. Therefore, the daily starting and stopping times may be adjusted as needed. The shift starting time requirement referenced in Section 2.3.8.2 is hereby waived. The overtime premium shall apply after 8 hours in a day or after 40 hours in a week. The daily and weekend overtime premium provisions of Sections 2.4.1, 2.4.2, and 2.4.3 of the Agreement are hereby waived.
3. In order that the employee occupying the position have two consecutive days off per week, the initial schedule for the position will be Wednesday through Sunday, notwithstanding this schedule may be altered as the scheduling pattern for the Performing Arts Center becomes known.
4. The premiums for working on holidays, contained in Section 4.1.4 of the Agreement, shall apply to the position.
5. The employee occupying the position will have first right of refusal to overtime. Should additional overtime be necessary at the Performing Arts Center, the District shall assign such overtime on a pilot basis first to Bothell High School Staff for three months, then using the voluntary overtime list for three months, following which the Union and the District will evaluate which is more appropriate.