

WORKING AGREEMENT

Between The

Service Employees International Union, Local 925

And The

North Kitsap School District #400

September 1, 2009 – August 31, 2012

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I- BARGAINING AGENCY.....	3
ARTICLE II - UNION MEMBERSHIP.....	3
ARTICLE III - WORKING CONDITIONS.....	4
ARTICLE IV- -HOURS OF WORK AND OVERTIME.....	7
ARTICLE V – VACATIONS.....	8
ARTICLE VI – HOLIDAYS.....	10
ARTICLE VII- LEAVE.....	10
ARTICLE VIII – INSURANCE.....	13
ARTICLE IX – PROMOTIONS.....	13
ARTICLE X – RESIGNATIONS, TERMINATIONS, DISCIPLINE & DISCHARGE...	14
ARTICLE XI- REDUCTION IN FORCE.....	14
ARTICLE XII – GRIEVANCE PROCEDURES.....	16
ARTICLE XIII- WAGES.....	17
ARTICLE XIV EVALUATIONS.....	18
ARTICLE XV – DEFINITIONS.....	18
ARTICLE XVI – SAVINGS CLAUSE.....	19
ARTICLE XVII – DURATION OF CONTRACT.....	20
APPENDIX A – TRUST AGREEMENT.....	21
APPENDIX B – SALARY SCHEDULE	22

PREAMBLE

This Agreement is made and entered into by and between North Kitsap School District #400 of the County of Kitsap, State of Washington, hereinafter referred to as the Board, and Local No. 925 of the Service Employees International Union, who shall be referred to as the Union.

It is the desire of both of the parties of this Agreement to avoid industrial strife and to bargain collectively in regards to wages, hours, vacations and working conditions and in further consideration of the covenant made by; each of the parties hereto, as hereinafter set forth, the parties hereby mutually agree to be legally bound and agree as follows:

ARTICLE I - BARGAINING AGENCY

1.1. Recognition. The Board agrees to recognize the Union as the bargaining agent for all named classified regular employees usually employed as full or part time workers engaged in Maintenance, Grounds, Custodial, Nutrition Services and Technology in regards to wages, hours, vacations, and working conditions.

ARTICLE II - UNION MEMBERSHIP

2.1. New Employees. When employing new employees to perform work covered by this Agreement, the employer shall provide such employees with a copy of this Agreement.

2.2. Union Membership. It shall be a condition of employment that all employees of the employer, covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing, and those who are not members shall, on or after the thirtieth (30th) worked day following the execution date of the Agreement, become and remain members in good standing in the Union or pay equivalent amounts to the Union as agency fees. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirtieth (30th) worked day following the beginning of such employment, become and remain members in good standing in the Union.

Provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate membership in a church or religious body that, through bona fide religious tenets or teaching, prohibits the payment of dues to union organizations, in which case the employee shall pay an amount of money equivalent to regular union dues to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues. The employee shall furnish written proof that such payment has been made.

2.3. Voluntary Political Contributions. Voluntary contributions to the Union's political action fund may be included in the deduction made for dues. The procedures and method of transmittal shall be consistent with the procedures used for other groups.

2.4. Dues/Insurance Premium Deductions. The employer agrees to deduct Union dues from the wages of each employee. The employer agrees to forward such dues to the office of the Union monthly. The Union agrees to file a union dues authorization form with the Employer for each employee by the first working day of the month in which the employee is paid. The District will notify the Union within 30 days after initial employment.

2.5. Indemnification. The Union and its members shall indemnify, defend and hold the Employer harmless against any claims, demands, and suits instituted against the Employer resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with this Article.

ARTICLE III - WORKING CONDITIONS

3.1. Non-discrimination. No employee shall be discharged or discriminated against in any way because of their membership in or activities on behalf of the Union. Nor shall they be unlawfully discriminated against on account of race, color, creed, age, national origin, sex, or presence of any disability.

3.2. Bargaining Unit Work. No reduction of the regular staff shall ever be made by reason of using or hiring of students, teachers, other employees of the Employer or government-subsidized work programs.

3.3. Student Help and Mentorship. Employees may have the opportunity to participate in learning experiences with North Kitsap School District students. Any employee agreeing to participate in this process will be included in the discussion when the student learning experience plan is being developed. In the event that the employee does not feel that the learning opportunity is being successful or is impairing his/her ability to complete their daily job assignments, the employee may transfer responsibility back to the administrator in charge.

3.4. Employment Rights. It is agreed that no member of the Union shall be requested, required or allowed to make any individual contract, stipulation or affidavit which relates to hours, wages, working conditions, union membership or union activities or any matter which may affect their employment rights in the school district.

3.5. Pay Classification Permanent. Employees, who move from one classification to another permanently, shall be paid not less than the step rate of pay for their years of service. Employees working in several classifications shall receive the step rate of pay appropriate for each classification.

3.5.1. Out of Class/Position Pay. Any employee who works in a temporary position in a higher classification shall be paid at the Step 1 rate of the temporary position or the first rate that will provide an increase in hourly compensation, provided that the employee works the full daily shift of that position and substantially assumes all the duties for that position for the time worked.

3.6. Minimum Wage. No worker shall be required or permitted to perform any work within the District during his/her regularly scheduled hours at less than the employee's regular wage classification .

3.7. Protective Clothing/Equipment When specific attire or protective equipment is required, it will be provided by the district at no cost to the employee. The same shall be laundered and maintained in good condition by the District at no cost to the employee.

3.8. Reimbursement. Employees covered by this agreement shall be reimbursed for any mileage accumulated in their own car on school business authorized by their immediate supervisor. Private car mileage reimbursement shall be at the current rate used by the District. Such mileage will not be paid for travel between work sites when such time is not part of their work shift.

3.9. Licensing/Fees. Any licensing or other fees of that nature required by the State of Washington by District policy as a job requirement, such as plumbers, electricians, boilermen and mechanics, will be paid for by the employer.

3.10. Probation Period. New employees shall be placed on a probationary status for a period of ninety (90) work days, provided that no employee shall be on a probationary status for more than one year from their date of hire. The immediate supervisor will, during the first days of employment, clearly define the duties and responsibilities of the position, using as a minimum, the current position description. Prior to the end of the probationary period, a decision will be reached as to the continued employment of the employee. The written notice of decision to discharge a probationary employee will be provided to the employee and the Union by the Human Resources Office.

Employees shall enjoy all contractual rights and privileges commencing with the first day of continuous employment. Employees on probationary status may be terminated at the District's discretion without recourse to the grievance procedure and/or justifiable cause. If an employee is so terminated, all rights, duties, and obligations under this contract shall be forfeited.

3.11. Labor Management Problem Solving Team. The Union will designate team members who will meet with the Superintendent of the District or the Superintendent's designee(s) on a mutually agreeable regular basis to discuss and attempt to resolve issues of common concern. The impact of changes in departmental operating procedures on wages, hours and working conditions will be reviewed by the Labor Management Problem Solving Team.

3.12. Subcontracting. If the District determines to subcontract an entire job description(s) within the bargaining unit covered by this Agreement, the Union and the District shall meet and negotiate pursuant to RCW 41.56.

3.13. Personnel File. An employee shall receive a copy of all complimentary and derogatory information placed in their personnel file and an opportunity to attach their response to such materials for a period of two weeks after receipt of their copy of such information.

The District Personnel Office shall maintain the official personnel file for each employee. This shall not prevent the supervisor from maintaining a working file, which shall be equally available to the employee. The employee may inspect either file with a representative of the District and, if the employee wishes, the Union. The employee may make an inventory of either file and have it signed and dated by the representative of the District, and may have copies made of any contents of the file. The cost of reproduction will be borne by the employee. The employee has a right to attach comments to any materials included in the personnel or working files within thirty (30) days of the

inspection of the file if the materials have not previously been received.

An employee may request derogatory material be deleted from the personnel file after two (2) years, provided there have been no other incidents/violations of a similar nature during that period. If the request is denied, the employee may request the Superintendent or the Superintendent's designee review the denial.

3.14. Substitute Employees. Substitute employees in an assignment for more than 60 consecutive calendar days shall become a temporary employee on the 61st day.

Substitute employees who work more than 30 cumulative days during the current or previous school year shall be included within the bargaining unit, but the only section that will apply to such employees is the salary schedule rate in Appendix 'B'.

3.15. Job Description. Copies of job descriptions are available upon request from the personnel office. When the district determines that a vacant position will not be filled, the Union will be promptly notified. If any creation or modification of a job description substantially impacts terms and conditions of employment, the District will notify the Union and begin negotiations regarding the impact of such changes upon request made within thirty (30) days of receipt of such changes.

3.16. Bulletin Board Space. The District shall provide a bulletin board in each school for the use of the Union. Bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices of bulletins shall not be posted. The responsibility for the prompt removal of notices from the bulletin board space after they have served their purpose shall rest with the individual who posted such notices.

3.17. Standby Work for Food Services. Standby work shall be defined as employees who work as representatives of the District to supervise non-district renters who use district kitchens or food service equipment. Standby work is paid at the Head Cook rate at the appropriate step. These employees shall not clean, cook or serve. They shall only be required only to ensure best practices in food preparation, equipment handling and kitchen safety.

3.18. Mandated Courses. When the District mandates that a course be taken, such will be done in writing in order to be an official notice to employees.

ARTICLE IV - HOURS OF WORK AND OVERTIME

4.1. Hours of Work. Each regular employee, day or night, shall have a designated starting and ending time for their shift. Forty (40) hours per week, five consecutive days, Monday through Friday excluding Saturday and Sunday, or part-time shifts which may include Saturday and Sunday, shall constitute one (1) week's work. Part-time shifts are defined as any position which is scheduled for less than 2,080 hours per year.

4.2. Workday. A workday shall be eight (8) hours to be completed within eight and one-half (8½) hours.

4.2.1. Rest Periods. Each employee shall receive rest periods of fifteen (15) minutes for each four (4) hours of work.

4.2.2. Unpaid Meal Break. Shifts in excess of five (5) hours per day shall include, in addition to the above, a duty-free, unpaid meal break of not less than thirty (30) minutes, to be as near the middle of the shift as possible. Employees required to work through their regular meal breaks will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires an employee to forego a meal break and the employee works the entire shift, including the meal break, the employee shall be compensated for the foregone meal break at the appropriate rates.

4.2.3. Alternative Work Schedule. As an exception to 4.1 and 4.2 above the district and the union through the labor management process can mutually agree to create alternative work schedules. These alternative work schedules do not constitute a shift change.

4.3. Shift Changes. After the first month of school, an employee's regular shift and workweek shall not be changed without prior notice to the employee of at least one (1) week; however, this notice may be waived by the employee. Normally such changes shall not be more than two (2) times per year unless for an emergency or for training.

4.4. Split Shifts. No member of the bargaining unit shall involuntarily work split shifts. This section does not prohibit an employee assuming two different jobs and combining them for a single work load with time off between the jobs.

4.5. Overtime. Overtime shall be paid at the rate of time-and-one-half (1-1/2) for any hours worked over forty (40) hours during the workweek, which is defined as Monday through Sunday. Hours worked shall include all hours in which employees are authorized to provide services for the Employer or knowingly permitted to work, as well as all paid leaves. The Employer shall attempt to give twenty-four (24) hours notice regarding overtime assignments whenever practical.

4.6. Assignment of Overtime. Overtime shall be assigned to available employees within classifications and within buildings. If no employee voluntarily accepts such overtime, the least senior employee may be required to accept such overtime with the right then to find a similarly classified employee to responsibly replace such employee with the supervisor's approval.

4.7. Compensatory Time. An employee may opt to accept compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued, but no longer than the next pay period, provided, however, that records shall be maintained and

there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time by arrangement with the immediate supervisor. Compensatory time in lieu of overtime as provided in this article shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked. No employee may work overtime without prior approval of their supervisor. Unused accrued compensatory time shall be cashed out.

4.8. Call Outs - Employees on call out after their normal shift will be guaranteed two (2) hours minimum at time and one-half (1-1/2) under the terms of this Agreement. A call out is defined as the time from portal to portal.

4.9. Required Departmental Meetings - Employees shall receive their appropriate rate for all hours in attendance at required departmental meetings/training.

ARTICLE V - VACATIONS

5.1. Annual Vacations. Annual vacation time will be allowed each employee on the following basis:

- A. Accrued vacation will be available for scheduling after an employee has completed their probationary period.
- B. For employees who are scheduled to work 260 days per year, their vacation will be accrued as follows:

Monthly accrual rates calculated by dividing annual hours by 12 (months)

Years	Days	Annual Hours	Monthly Accrual Rate
1	10	80	6.67
2	11	88	7.33
3	12	96	8.00
4	13	104	8.67
5	14	112	9.33
6	15	120	10.00
7	16	128	10.67
8	17	136	11.33
9	18	144	12.00
10	19	152	12.67
11	20	160	13.33
12	21	168	14.00
13	22	176	14.67
14	23	184	15.33
15	24	192	16.00
16	25	200	16.67

- C. For employees, other than Nutrition Services (Vacation Factor is calculated into hourly rate on appendix B), who are scheduled to work less than 260 days per year, their vacation will be paid on a prorated basis as follows:.

Compute number of hours to be worked for the total year and divide by the appropriate step: (factor column). Regularly scheduled hours does not include overtime, additional time or holidays.

(Days per year x regularly scheduled work hours per day / Vacation Factor)

<u>YEARS</u>	<u>DAYS</u>	<u>FACTOR</u>	<u>ANNUAL FTE HOURS</u>
1st	10 days	26.00	80
2nd	11 days	23.63	88
3rd	12 days	21.67	96
4th	13 days	20.00	104
5th	14 days	18.57	112
6th	15 days	17.33	120
7th	16 days	16.25	128
8th	17 days	15.29	136
9th	18 days	14.45	144
10th	19 days	13.69	152
11th	20 days	13.00	160
12th	21 days	12.38	168
13th	22 days	11.82	176
14th	23 days	11.31	184
15th	24 days	10.84	192
16th	25 days	10.40	200

- D. If a holiday should fall within the vacation time, that day shall not apply against vacation allowance. Vacation time schedule will be on a sign-up request order basis during the summer months. Vacations may be taken as mutually agreeable to management and the employee.
- E. No employee may carry over beyond August 31st each year more than 30 days of vacation allowance. The Supervisor shall make the time available to allow employee to meet this standard. At time of retirement or termination from service, employees may cash-out up to 30 days of unused vacation allowance.
- F. Full-time employees called back from vacation shall be compensated at double (2 X) their regular rate for all hours worked.

ARTICLE VI - HOLIDAYS

6.1. Criteria. The following days and any holiday proclaimed as a paid state holiday shall be holidays, with pay, for full-time and regular part-time classified employees. Part-time employees shall be paid for those holidays which fall during the period they are employed in proportion to the number of hours regularly worked each day:

- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Day preceding or following Christmas Day
- New Year's Day
- Day preceding or following New Year's Day
- Martin Luther King, JR's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day

6.2. Holiday Work. If the employer requires the employee to work on the above stated holidays, he/she shall be paid double time for each holiday worked. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday; respectively, shall be considered the holiday.

ARTICLE VII - LEAVE

7.1. Sick Leave. Leave for personal illness, injury, or family care shall be earned at the rate of one (1) day for each calendar month worked, equivalent to the hours of the employee's normal work day. Sick leave is cumulative.

The District shall project the number of annual days/hours of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days/hours of sick leave at the beginning of the school year.

A doctor's certificate may be required by the employer, but will not ordinarily be requested unless five (5) consecutive days of absence has occurred.

7.1.1. Sick Leave Use. The District shall allow the use of accrued sick leave for care of a child, parent, or permanent household member who has a health condition that requires treatment or supervision. Child means a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing in the place of a parent.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. Additional unpaid family care leave may be granted under the terms of the Family and Medical Leave Act pursuant to Section 7.5.

7.1.2. Emergency Leave. Emergency leave of three (3) days shall be granted to all employees provided that the following requirements are satisfied.

A. Emergency leave shall be defined as an urgent, unforeseen occurrence or occasion requiring immediate action, or beyond the control of the employee, that requires the employee to be absent during the regular contracted working day.

B. Prior approval for emergency leave must be obtained whenever possible. If prior approval cannot be obtained, a written request for approval of such leave shall be submitted within seven (7) calendar days upon the return of the employee to his/her responsibilities. A brief description of the type or nature of the emergency must be provided in order for the supervisor to determine whether or not an emergency in fact exists. Further documentation or substantiation may be required by the supervisor in those cases when the emergency nature of the circumstances is contested.

C. Absence due to extreme weather conditions when school is in session shall be considered an emergency. The Superintendent shall determine whether or not extreme weather conditions exist.

D. Used emergency leave shall be deducted from sick leave.

7.1.3. Sick Leave Cash Out. A sick leave cash out program will be promulgated by School Board Policy pursuant to state statutes and regulations.

7.1.4. Personal Leave. Personal leave of two (2) days per year shall be available to all employees without the need for further explanation. In the event a substitute is not required or sufficient substitutes are available, personal leave shall be available for more than that listed below. If up to two (2) days of personal leave per year are unused, those days will accumulate as sick leave for employees who work ten (10) months or less. If up to one (1) day of personal leave per year is unused, that day will accumulate as sick leave, for employees who work eleven (11) months. Twelve (12) month employees may convert one unused personal day to vacation provided the employee has less than 30 vacation days as of August 31; in which case that one day may be rolled over as a personal day, with a limit of 3 personal days per school year.

Personal Days available per day by Classification

Nutrition Services – 2

Maintenance – 2

Grounds – 1

Custodial – 3

Technology – 1

7.2. Bereavement Leave. Leave with pay will be granted for up to five (5) work days for absences due to the death of a significant person in the employee's life. No deductions will be made from accumulated sick leave in this instance. If more than five (5) days is needed, other leave provisions may be available. Bereavement leave is accessible on a case-by-case basis and is not cumulative.

7.3. Hospitalization Leave (Immediate Family Members). All employees shall receive three (3) days of paid leave per year for visitation in a hospital or other inpatient care facility of a mother, father, wife, husband, brother, sister, legal guardian or child whose health condition is considered imminently terminal. Such hospitalization leave is not

cumulative.

7.4. Parental Leave. All employees of and for North Kitsap School District No. 400 shall receive one (1) day of paid non-deductible leave because of: (a) the birth of a son or daughter of an employee and in order to care for such newborn child; or (b) the placement of a son or daughter with the employee for adoption, or state-placed foster care. Any leave granted under this section shall be applied in an equal manner to male and female employees. This leave and any additional unpaid parental leave requested by an employee shall be administered under the terms of the Family and Medical Leave Act pursuant to Section 7.5.

Nothing in this section shall preclude the use of accumulated sick leave for child care or family care pursuant to Sections 7.1.1 and 7.1.2 above.

7.5. Family and Medical Leave. The District shall grant additional unpaid leave in accordance with the federal Family and Medical Leave Act and Board Policy 5403.

7.6. Leave of Absence. Any employee may be given a leave of absence by permission of the Board, for not more than twelve (12) months and still maintain his/her position, or substantially equivalent thereof, with the School District. This includes maternity leave. Absence from employment for periods of short duration may be extended to an employee, without pay, when said request for leave has been approved by the supervisor and/or Superintendent.

7.7. Civic Duty. All employees in and for the North Kitsap School District shall receive Civic Duty Leave, which shall include jury duty and fulfilling military obligations in accordance with Federal and State regulations.

7.8. Union Leave

- A. Bargaining Unit members shall suffer no loss in compensation for serving on District Committees during scheduled work hours.
- B. President Leave: There shall be 80 hours of paid leave for the Chapter President or his/her designee. The Local shall reimburse the District for the cost of the president or designee.
- C. Partnership Leave: There shall be 72 hours per year of paid Partnership leave. The Local shall reimburse the District for the cost of the Partner. The partner will work with her/his supervisor to schedule this leave to make the least impact on the Department.

7.9. Leave Donation.

7.9.1. Eligibility to Donate Leave. Employees may be permitted to donate leave according to Board Policy and state law.

7.9.2. Eligibility to Receive Donated Leave. In order to be eligible to receive donated leave, an employee must meet the following criteria as defined by and provided for in state law and School Board policy:

- A. Suffer from an illness, injury or condition that is of an extraordinary or severe nature that has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment with the District;
- B. Have justified the absence and use of such a program, i.e. physicians' verification;

- C. Have depleted or anticipate shortly depleting his or her annual and sick leave reserves;
- D. Have abided by District rules regarding sick leave use; and
- E. Have been found ineligible for benefits under Chapter 51.32 RCW (worker's compensation).

No employee may receive more than the equivalent of one of his/her work years in transferred leave.

7.9.3. Transfer Procedure. Leave shall be transferred on a case-by-case basis as requested to the Human Resources department by the employee.

7.10. Interpretation and Administration. All leaves provided under this Article shall be interpreted and administered in accordance with relevant state and federal laws as now or hereafter amended.

ARTICLE VIII - INSURANCE

8.1. Health Insurance. Each employee covered by this Agreement shall be eligible to receive the state funded amount per month per FTE toward the premium payment of District approved basic benefit insurance plans. For the purpose of this section, a FTE shall be defined as 1,440 hours. In addition, the pooling of bargaining unit unused District insurance contribution monies shall be used to supplement employee medical costs which exceeds their District insurance contribution. The District shall provide insurance benefits consistent with state law including, as required, the duty to pool unused state funded contributions. The district will contribute ten dollars (\$10.00) per month for each full-time FTE in SEIU 925 to the health benefits pool.

Other program options may be offered by mutual agreement between the parties. One of the options will be salary insurance.

8.2. Additional Time for Food Service Employees. Food Service employees assigned additional time for thirty (30) consecutive work days will be allotted a change in their FTE for insurance computation.

8.3. Retirement. All eligible classified employees will be covered by federal social security, state retirement and workers compensation.

ARTICLE IX - PROMOTIONS

9.1. Voluntary Transfer. When a position becomes vacant, the supervisor shall notify all employees who are eligible for a non-promotional transfer. If an employee desires to transfer to a non-promotional assignment, that employee may notify the supervisor in writing. If more than one eligible employee applies for transfer to the same position, seniority will be the determining factor.

Employees will not be eligible for voluntary transfer under the following situations: within 12 months of a disciplinary transfer; under a plan of improvement or overall unsatisfactory evaluation.

9.2. Vacancies. When a vacancy occurs or a new position is created, such positions shall be posted for five (5) days before being filled and all employees governed by this Agreement shall have the right to bid. All such positions shall be posted on the bulletin boards of each school and in all appropriate work areas.

The District will not post split shift positions; however, Union employees have the right to bid for any position posted, even though there may be some free time in between positions. Also, the district will not pay for mileage in between two separate positions/postings if they are at different buildings. Each position would be treated independently.

- A. If qualifications are equal, preference will be given to:
 - 1. Senior employees within the classification.
 - 2. Senior employees within the bargaining unit.
- B. Employees assigned to such positions shall be given sixty (60) days work trial. If not satisfactory, employee shall return to their former position.
- C. Regular part-time employees will be given first chance for additional work when qualified.

ARTICLE X - RESIGNATIONS, TERMINATIONS, DISCIPLINE AND DISCHARGE

10.1. Discipline and Discharge. Discipline and discharge of employees shall be only for just cause. Just cause includes the concept of progressive discipline. Before termination, all employees shall be entitled to receive an informal meeting with the supervisor to present any evidence which would mitigate the reasons for discharge, and a written statement of reasons for discharge. Upon request, a grievance regarding a termination may be filed with the Superintendent, bypassing the immediate supervisor. Employees may be suspended with written notice. If charges are proven to be without cause, all employment rights and wages shall be restored.

10.2. Resignations. Resignations shall require a minimum of fourteen (14) days notice under normal circumstances.

10.3. Disciplinary Transfer. When the employer finds that a transfer or demotion is justified, the employee shall receive the rate of pay appropriate for the new position. The reasons for the transfer shall be supplied, in writing, upon request. An employee so demoted will not be eligible for voluntary transfer for twelve (12) months.

ARTICLE XI - REDUCTION IN FORCE

11.1 - Reduction in Force (Loss of Hours) In the event of a reduction in force required by levy failure, program reduction, budget reduction, or lack of work the following procedures shall apply. Employees who have lost 20% or more of either hours or days with a minimum of 30 minutes or more per day, will be placed on a Restoration List. When the available hours or positions are restored by the District, employees will be offered *restoration* of hours, within their previous classification(s), according to seniority and qualifications.

Names shall remain on the Restoration List for eighteen (18) months.

In such cases, whenever employee qualifications and abilities are substantially equal, and the decision is consistent with educational, program and student needs, the District shall make every effort to reduce the hours of junior employees and avoid reducing the hours of

senior employees. The Union will be provided with a copy of the Restoration List upon request.

11.2. Reduction in Force (Layoff). In the event of a layoff, (a reduction greater than 50% of days or hours) the District will lay off employees by seniority within a position. An employee(s) laid off from a particular position will have the right to use their seniority to bump a less senior employee(s) in their classification(s) with a lower hourly rate of pay as long as they meet minimum qualifications for such job. A laid off senior employee(s) may continue to bump down into lower paying positions, until they meet the qualifications of a position, or if unable to meet that standard, then they will be laid off. Employees will be given a minimum of 30 days advance notice of impending lay off.

Employees laid off will be placed on a Re-employment List for eighteen (18) months from the date of layoff. During that time, they will be given first opportunity for openings within their previous position. They will be given preference, based on seniority, for any other opening for which they are qualified and which is a lower paying position from the one they held before layoff.

11.3. Employee/Employer Notification - Employees on the Re-employment List shall file their address in writing with the District's Human Resources Office and shall thereafter promptly advise the District in writing of any change.

An employee shall forfeit rights to employment as provided in Section 11.2 if the employee does not comply with the requirements of this section, or if the employee does not respond to the offer of re-employment within seven (7) days after mailing of a written notice, or email by the District to the employee, or three (3) working days after receiving oral notice, whichever event first occurs.

11.4 – Rejection of Offer - An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

If an employee on the Re-employment List due to a reduction of time rejects an offer of restoration of time they forfeit their right to remain on the Re-employment List.

ARTICLE XII - GRIEVANCE PROCEDURES

12.1. Criteria. Grievance or complaints arising between the District and its employees within the bargaining unit defined in Article 1 herein, with respect to matters dealing with the interpretation or application of terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

12.2. Grievance Steps.

Step 1. The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Step 2. If the grievance is not resolved to the employee's satisfaction within (5) working days, the employee shall reduce to writing a statement of the grievance within ten (10) working days containing the following:

- A. The facts on which the grievance is based;
- B. A reference to the provision in this Agreement which allegedly has been violated; &
- C. The remedy sought.

The employee shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the Personnel Office. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step 3. If no settlement has been reached with the five (5) working days referred to in the preceding paragraph, and the Union believes the grievance to be valid, a written statement of the grievance shall be submitted within fifteen (15) working days to the District Superintendent or his/her designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Arbitration. If no settlement has been reached within ten (10) working days referred to in the preceding paragraph, and the Union believes the grievance to be valid, the grievance shall be referred within fifteen (15) working days to a neutral arbitrator, to be chosen by the parties. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no authority to add to, subtract from, alter or modify any term of this Agreement. The parties shall share equally the cost of the arbitrator.

12.3. Non-discrimination. The employer shall not discriminate against any individual employee of the Union for taking action under this Article.

12.4. Union Representation. Nothing herein shall be construed to prevent Union

representation at any step in the above procedure.

12.5. Extension of Time Limits. The time limits referred to above shall be observed by both parties. However, either party may extend these time lines by mutual consent of the other party in writing.

ARTICLE XIII WAGES

13.1. Wage Schedule. The wage schedule, effective September 1, 2009 through August 31, 2012 for Custodial, Maintenance, Nutrition Services, Technology, and Grounds employees is found in Appendix B attached to this Agreement. This schedule will be adjusted based on state funded pass through (including any COLA catch up), if any, effective on the date specified by the state. If another bargaining unit within this district should receive an across the board wage increase, then this unit will re-open for wage discussion.

13.2. Step Movement. Employees will move on the steps of Appendix B in the following manner:

- A. Employees hired between September 1 and February 28/29 will move on the steps of Appendix B September 1st of the school year they will reach the required years of service.
- B. Employees hired between March 1 and August 31 will move on the steps of Appendix B the following September 1st of the year they reached the required years of service.

13.3. Payroll Deductions. The Employer agrees to make payroll deductions for transfer to the employee's Washington State Employees' Credit Union account.

13.4. Other Projects. Staff will not be involved in major asbestos removal projects. Minor projects, such as replacement of window glazing compound, or floor tile which might contain asbestos, may be accomplished by district staff with appropriate training and equipment.

13.5. Standard of Wages. Nothing in this Agreement shall lower any present working condition or standard of wages. If the workload of any position substantially changes from the previous year, the parties agree to negotiate the impact of such changes pursuant to RCW 41.56.

13.6. Conference, Workshops & Classes. The District shall budget at least \$6,500 during each year of the contract for the payment of fees, registration, travel, meal costs and employee time outside the regular work day (including mandatory benefits), for optional training to improve professional skills by attending educationally relevant conferences, workshops and/or classes. "Relevant" is defined as an activity consistent with a school improvement plan and/or consistent with the individual's current assignment. Activities must be selected by the employee, pre-approved by the Union as per procedures and guidelines, the employee's supervisor, and by the District administrator with budget authority.

ARTICLE XIV EVALUATIONS

14. Evaluations

Each employee shall be evaluated at least annually by the designated administrator, with input from such other staff, as the administrator deems appropriate.

Each evaluation will address an employee's work performance focusing on the requirements of the job description and note strengths and weaknesses with specific suggestions for improvement where appropriate. When performance deficiencies exist the administrator will meet with the employee to discuss the issues of concern and possible solutions, which may include a formal plan of improvement.

Prior to the completion of the annual evaluation process, the designated administrator and employee shall meet to discuss the contents and finalize the annual evaluation. An example of the form is available through the District intranet website, the employee's supervisor and/or the Human Resource office.

Upon completion of the conference the designated administrator and the employee shall sign and date the evaluation. The signature of the employee indicates that the employee has seen the evaluation and does not indicate the employee agrees with the content.

The employee shall have the right to attach a written explanation to the annual evaluation which shall be permanently attached, provided such written explanation is given to the designated administrator for attachment within ten (10) working days of the evaluation conference.

A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee

ARTICLE XV – DEFINITIONS

15.1. Seniority. Seniority shall be continuous length of service as of the first date of employment as a regular employee under this Agreement. This seniority date shall be for vacation leave accrual. For hours of work, promotional purposes, reduction in force and leave scheduling, seniority shall be the continuous length of service within a Classification as defined in Section 15.2 -Classification of this Agreement. An employee who changes classifications shall retain his/her seniority within the previous classification(s) and will begin to accrue seniority in the new classification. Seniority will not accrue when leave of absence is granted to pursue other employment outside of North Kitsap School District.

15.2. Classification. The term "classification" shall include: A) Maintenance B) Custodial, C) Food Service, D) Technology, E) Grounds.

15.3. Position. The term "position" shall include the job descriptions within each Classification.

15.4. Assignment. The term "assignment" shall mean separately those locations,

shifts and/or duties worked within the position.

15.5. Regular Employee. The term “regular employee” shall mean an employee of the district in an ongoing position who is covered by the collective bargaining agreement.

15.6. Temporary Employee. The term “temporary employee” shall mean an employee in a position of predetermined length (predetermined by date or event) and is covered by the collective bargaining agreement.

15.7. Substitute. The term “substitute” shall mean an on-call employee who is deployed to replace a regular or temporary employee on leave or for extra-work.

15.8. Years of Service. Years of Service shall be defined as total years employed by the Employer.

ARTICLE XVI - SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state or federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event, either party may request re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

Employees agree that during the life of this Agreement there shall be no work stoppages, slowdowns, strikes, or sympathy strikes.

ARTICLE XVII - DURATION OF CONTRACT

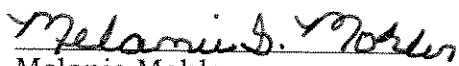
This Agreement shall remain in full force and effect from September 1, 2009 through August 31, 2012. Proposals for modifications may be submitted upon written notice by either party sixty (60) days prior to the expiration of this Agreement.

Signed this _____ 25th _____ day of June, 2009

FOR THE DISTRICT



Tom Anderson
Board President



Melanie Mohler

Board Member

Val Torrens

Board Member



Ed Strickland

Board Member



Dan Delaney

Board Member



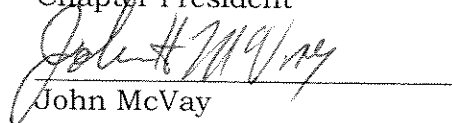
Richard Jones

Superintendent

FOR THE UNION



Bernard Sheik
Chapter President



John McVay

Bargaining Team Member



Cindy Landers

Bargaining Team Member



Christina Stewart

Bargaining Team Member



Karen Bruce

Bargaining Team Member



Megan McCumsey

SEIU, Local 925 Organizer
Representative

Appendix A

Trust Agreement

Between

North Kitsap School District and the Service Employees International Union,
Local 925

This trust agreement was established to ensure that issues presented during the 2009 collective bargain will be addressed through the Labor-Management meeting format in accordance with 3.11. The issues to be addressed are as follows:

Accountability, work performance and workplace concerns.

Non-Represented position

Driver's abstracts

APPENDIX B

CLASSIFICATION	POSITION	2009-2012			
		Years 1-4	Years 5-9	Years 10-11	Years 12+
Maintenance	Maintenance Lead	22.25	23.84	24.83	25.22
Maintenance	Maintenance Technician	21.41	22.82	23.25	23.41
Maintenance	Electrician, Plumber, HVAC	21.41	22.82	23.25	23.41
Maintenance	General Maintenance	18.01	18.57	19.43	19.43
Maintenance	Maintenance - Warehouse/Courier	16.47	17.02	17.62	17.93
Grounds	Grounds Lead	19.87	21.26	22.15	22.53
Grounds	Groundskeeper	18.73	20.08	20.94	21.32
Grounds	Landscape Maintenance	14.47	15.54	16.09	16.33
Custodial	Head Custodian (Secondary)	17.30	18.51	19.39	19.50
Custodial	Head Custodian (Elementary)	16.73	17.57	18.36	18.49
Custodial	Secondary Night Custodian II	16.45	17.10	17.89	18.09
Custodial	Custodians/Laundry	15.61	15.72	16.39	16.69
Nutrition Services	Head Cook Base	15.11	16.46	17.37	17.85
Nutrition Services	Head Cook	14.46	15.80	16.68	17.13
Nutrition Services	Assistant Cook	12.48	13.66	14.44	14.79
Nutrition Services	Nutrition Assistant II	12.34	13.53	14.30	14.62
Nutrition Services	Nutrition Assistant	12.00	12.41	13.12	13.52
Nutrition Services	Courier - Storeroom Clerk	16.03	16.58	17.18	17.49
Technology	Computer Technician	21.00	22.27	22.43	23.37

Nutrition Services:

Nutrition Services employees will receive \$.25 differential for catering work performed outside the regular shift.
 Nutrition Services employees will receive an additional \$.50 per hour with a valid ASFSFA certification.

Custodial/Maintenance Night Differential:

First Shift (begin prior to 12 noon) - No shift differential. Second Shift (begin between noon and 6:00 PM) - \$.50 per hour differential. Third Shift (begin between 6:00 PM and midnight) \$.75 per hour differential.

Substitute Pay: Substitutes with thirty (30) or more days of service

In the current or preceding fiscal year will be paid at 90% of the wage for the position for which the substitute is assigned.

Probationary Employees:

For the first 90 worked days of employment, new hires will be paid at 90% of the Years 1-4 rate. At the start of the 91st worked day, employees will be paid at 100% of the Years 1-4 rate and advance according to Article 13.2