

Collective Bargaining Agreement

between

Northshore School District No. 417

and

**Teamsters Local Union No. 763
(Representing Warehouse, Sludge and Garbage
Truck Drivers and Delivery Driver/Helper)**

September 1, 2020 through August 31, 2023

AGREEMENT
 by and between
 NORTSHORE SCHOOL DISTRICT NO. 417
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Warehouse, Sludge and Garbage Truck Drivers and Delivery Driver/Helper)
 September 01, 2020 through August 31, 2023

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September 01, 2020 through August 31, 2023

This AGREEMENT is by and between the NORTHSHORE SCHOOL DISTRICT NO. 417, hereinafter referred to as the Employer and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

PREAMBLE

This Agreement is made and entered into by and between Northshore School District No. 417 (hereinafter referred to as the "Employer") and Public, Professional and Office-Clerical Employees and Drivers Local Union No. 763 (hereinafter referred to as the "Union"), an affiliated labor organization with the Seattle-King County Building Construction Trades, which organization officially delegated responsibility to the Union for the purpose of governing labor relations pursuant to RCW 41.56, (Public Employees Bargaining Act) for this unit. The purpose of this Agreement is to establish salary schedules, hours of work and terms and conditions of employment. The Union shall have full authority to represent those employees organized as a unit under this Agreement for all bargaining and contract matters.

ARTICLE I **UNION RECOGNITION**

- 1.1 The Employer recognizes the Seattle-King County Building and Construction Trades Council as the Public Employment Relations Commission (PERC) certified bargaining representative for all full-time and regular part-time classified employees working in the warehouse, working as a Sludge or Garbage Truck Driver or working as the Delivery Helper, excluding Supervisors, as defined by PERC, Confidential Employees and all other employees of the Employer. The Employer further has voluntarily recognized that the Trades Council has appointed the Union to serve as the exclusive bargaining representative on its behalf for this unit.

- 1.2 Negotiating Committee - The Employer and the Union have the right to select the type of members and the number of members of their bargaining team, as each feels necessary. When meetings are mutually scheduled during normal work hours, the Employer shall be required to release from duty not more than four (4) persons.

- 1.3 Distribution of Agreement - Following adoption of this Agreement, the Union shall print this Agreement for distribution to all employees covered under the terms and conditions of this Agreement.
 - 1.3.1 The Union shall distribute to each employee a copy of this Agreement within thirty (30) days of adoption by the Employer. Ten (10) additional copies shall be provided to the Employer.

 - 1.3.2 All employees new to the District shall be provided a copy of the Agreement by the Union upon employment.

ARTICLE II **DEFINITIONS**

- 2.1 Employee - All regular full-time, part-time Warehouse Delivery, Warehouse/Recycle Driver, Lead Warehouse Employee, Sludge/Garbage Truck and Delivery/Pickup Helper Drivers represented by the Union.
- 2.2 Probationary Employees - Those employees who have yet to satisfactorily complete their probationary period.
- 2.3 Substitute - Persons hired as replacements to cover emergency situations or employee absences or vacations. Substitutes will not be hired in lieu of or to avoid the hiring of regular employees.
- 2.4 Temporary Employee - Persons hired for a limited period of time to assist the District during peak work periods. An individual hired on a temporary basis for a period of more than sixty (60) continuous work days (including replacing a permanent employee on leave) shall be entitled to limited coverage under this Agreement as follows: Employee rights in Articles I, III, IV, V, VI, X, XI, XIII, XVII, XX (on a prorated basis without accumulation), XXIV (24.2), XXVI, (through STEP 2), XXIX (29.1) XXX (30.1 and 30.2) and Appendix A (as limited).
- 2.5 Probationary Period - First ninety (90) calendar days of employment.
- 2.6 Days - Shall mean business days unless otherwise stated.
- 2.7 Assignment - Shall mean the placement, transfer or promotion into a position or vacancy.
- 2.8 Placement - Shall mean an employee's initial assignment within the bargaining unit.
- 2.9 Transfer - Shall mean a changed classification within the bargaining unit.
- 2.10 Promotion - Shall mean a transfer which would result in an increase in the hourly rate of pay for the employee.
- 2.11 Demotion - Shall mean a transfer which would result in a decrease in the hourly rate of pay for the employee.
- 2.12 Vacancy - Shall be defined as a position without an employee assigned and determined by the District to be available.

ARTICLE III **UNION MEMBERSHIP**

- 3.1 The Employer shall have the right to hire persons without regard to Union membership; provided, however, that the Employer and the Union shall abide by the following:

 The Employer shall provide the Union the names, addresses, telephone numbers, Social Security numbers, and hire dates of all new hires within thirty (30) calendar days of their employment, and in addition, the Employer shall notify the Union of all terminations. The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreed to times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.
- 3.2 The Employer shall notify all employees subject to this Agreement at their time of hire they have been hired into a Union represented position under a Labor Agreement administered by Teamsters Local Union No. 763.

3.3 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).

3.4 The Employer shall deduct Union membership dues, initiation fee, and delinquent dues and initiation fee from the wages of each employee who has submitted a written authorization on a form provided by the Union. Such deductions shall be transmitted monthly to the Local Union on behalf of the employees involved unless an employee terminates membership pursuant to Section 3.3 above.

ARTICLE IV SEVERABILITY

4.1 In the event any provision of this Agreement shall be declared invalid by any Court of competent jurisdiction or through government regulations or decree, such decisions 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.

ARTICLE V STATUS AND APPLICATION OF THIS AGREEMENT

5.1 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE VI UNION RIGHTS

6.1 The Employer agrees to furnish to the Union in response to reasonable request from time to time all available information normally produced in the course of business concerning information that shall assist the Union in developing programs on behalf of the employees.

6.2 The Union Business Representative may have access to all buildings covered by this Agreement to discharge his/her duties as the Union Business Representative; provided, the office of the Manager of Graphics and Distribution is notified in advance, and provided further, that the employees are not disturbed in the performance of their duties.

6.3 The Union shall have the right to use Employer buildings for meetings to transact Union business in accordance with Employer policy, procedures, rules and regulations governing the public use of buildings.

6.4 The Union shall have the right to use the normal District mail facilities for communication with its members.

6.5 Released time granted for negotiations, when scheduled during the workday, will be in addition to this provision.

6.6 The Union shall advise the Employer of the name and names of Shop Stewards currently elected or appointed. After such notice and in the event a Shop Steward leaves the bargaining unit, the District will give a least seven (7) work days notice in advance to the Union of the personnel action.

6.7 Shop Stewards on behalf of the Union shall have the authority to represent employees in the processing of complaints or grievances as set forth in the grievance procedure. The District understands that Shop Stewards are agents of the Union, but that the agents' decisions in resolving grievance matters are subject to Union approval.

ARTICLE VII **MANAGEMENT RIGHTS**

- 7.1 Except as abridged by specific provisions of this Agreement, the Union recognizes the Employer's right to manage the District's business as has been its practice in the past. This recognition includes the right of the Employer to hire, suspend, transfer, promote, or discipline employees and to maintain the discipline and efficiency of its employees, the right 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.

- 7.2 The exercise of the Employer's rights stated herein is an exclusive function of Management. The exercise of the Management Rights stated herein does not modify the Union's right to appeal through the Grievance Procedure.

- 7.3 The above statement of Management Rights is not intended to be exclusive.

ARTICLE VIII **SUBCONTRACTING AND UNIT WORK PRESERVATION**

- 8.1 Sub-contracting out: During the term of this Agreement, the District agrees not to hire individuals or otherwise sub-contract out bargaining unit work when to do so would result in the reduction in the number of regular unit positions, nor will it be used in lieu of hiring additional bargaining unit members. The parties acknowledge the public policy of this State regarding subcontracting as outlined in RCW 28A.400.285.

- 8.2 Routine warehouse work that is assigned and paid to classified personnel will be assigned to current warehouse employees (e.g., moving supplies and equipment) rather than to employees of other bargaining units, unless doing so is of an emergent nature.

ARTICLE IX **WORK SCHEDULES**

- 9.1 Standard Work Week - Shall consist of five (5) consecutive days, Monday through Friday, except by mutual agreement between the employee, Union Representative and the Supervisor to a different five (5) consecutive days.

- 9.2 Standard Work Day - Shall consist of eight and one-half (8-1/2) consecutive hours which would include the lunch period as described in Section 9.6 and the time paid for work and the rest periods defined in Section 9.7.

- 9.3 Shift - Shifts shall have a standard workweek and shall last at least two (2) weeks in duration, unless otherwise mutually agreed to, before a change to the other shift. The Sludge/Garbage Truck Drivers shall have the shift length of eight and one-half (8-1/2) consecutive hours.

- 9.4 Day Shift - Shall be scheduled to commence and be completed between 6:00 A.M. and 5:00 P.M., with the exception of the Sludge/Garbage Truck Drivers.

- 9.5 Swing Shift - Shall be scheduled, when needed by the District, to commence and be completed between Noon and 11:00 P.M. The District shall first solicit volunteers to work the swing shift. In the event there are insufficient volunteers, employees shall be assigned to the swing shift on the basis of reverse seniority. Employees scheduled and who work a

swing shift (other than the Sludge/Garbage Truck Drivers and the Lead Warehouse Employee) shall receive a shift premium of ten percent (10%) of the regular hourly rate additional per hour worked on a swing shift. Changes from one shift to another during a work-week will result in continuation of any shift differential pay only when going from the swing shift to day shift and only when the change is made by the employer without a minimum of five (5) workday's notice.

- 9.6 Each regular full-time employee or an employee working more than six (6) hours per day shall receive a forty (40) minute lunch period, thirty (30) minutes of which is on the employee's own time, including travel time, as near the middle of the shift as practical.
- 9.7 Each employee shall receive a ten (10) minute rest period for each four (4) hour block of work. The rest period shall occur as near the middle of each four (4) hour block of work as practical.
- 9.8 The parties to this Agreement may mutually agree to schedule a non-standard workweek which would consist of ten (10) hours per day for four (4) days per week.
- 9.9 Any non-standard workweek in which a holiday occurs, the workweek for the employee shall be defined as provided in Section 9.1.

ARTICLE X **OVERTIME**

- 10.1 Any hours worked in excess of the normal hours per day for each shift as stated in Article IX, shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2) times the employee's current hourly rate of pay, excluding the non-standard workweek provided in Section 9.8.
- 10.1.1 Any hours worked in excess of ten (10) hours in the non-standard (four (4) - ten (10) hour days) workweek, shall be paid at the rate of time and one-half (1-1/2) the employees current hourly rate of pay.
- 10.2 Any work performed in excess of forty (40) hours during the work week or on the sixth (6th) consecutive day will be considered overtime to be paid at the rate of time and one-half (1-1/2) time the regular hourly rate.
- 10.3 Any work performed on the seventh (7th) consecutive day or on Sunday, or on a holiday, will be paid for at two (2) times the regular hourly rate.
- 10.4 By mutual agreement, compensatory time at the same rate of accumulation may be used in lieu of overtime pay.
- 10.5 Emergency call back service for employees will be paid for at the overtime rate of not less than four (4) hours.
- 10.6 For specific, prearranged duties, planned call back service the employee(s) will be paid at the overtime rate for not less than two (2) hours. Planned call back shall be mutually agreed upon between the District and the employee(s).
- 10.7 The four (4) hour and two (2) hour minimum apply only when an employee is called back and such is not contiguous (i.e. thirty (30) minutes or more), with their scheduled shift.
- 10.8 Overtime required of an employee immediately before or after regular hours will not be covered by these call back provisions.

ARTICLE XI

UNIFORMS, SPECIAL EQUIPMENT, AND REIMBURSEMENTS

- 11.1 All special equipment shall be furnished by the Employer, who shall be the judge as to the need of such special equipment.
- 11.2 Each employee shall be responsible for ordering standardized uniform clothing through the District. Standardized uniform clothing consisting of a blue jacket, work shirt and/or coveralls and other items of clothing (such as a hooded sweat shirt, polo shirt, T-shirt or other clothing items) identified by the Department will be made available annually for purchase through the District. Employees shall be responsible for providing their own work-related footwear appropriate to their job duties. The standardized uniform clothing shall be worn on a daily basis in a professional manner and condition. The District shall provide raingear and required safety clothing and equipment as needed by job requirements.
- 11.3 Current employees shall on or before October 1 of each year of the contract receive as compensation subject to withholdings six hundred dollars (\$600.00) to reimburse them for purchases of work appropriate clothing and/or footwear. New employees, once they have completed their probationary period, shall receive the same allotment as current employees but prorated for the year from their hire date.
- 11.4 An on the job, verifiable incident that renders an employee's standardized uniform clothing unusable and not reasonably repairable, will make the employee eligible for a replacement item of clothing. Submission of the damaged item of clothing to the Department Supervisor with supportive evidence for verification of the incident or circumstances involved in the damage to the clothing item shall be the first step of the replacement process. The District shall replace the item once confirmed as qualifying for replacement as soon as possible but consistent with the budget year cycle. At no time shall the replacement cost impact the allotment total of Section 11.3.
- 11.5 Employees may request or the District may require training in the proper and safe operation of equipment. Such training, when provided, will be at District's expense.
- 11.6 Employees who maintain a license, endorsement, and/or certification related to their employment with the District shall be reimbursed the renewal cost of same as renewals become required. A physical exam which is a requirement to maintain a license, endorsement, and/or certification related to their employment shall be scheduled and paid for annually by the District. Exams shall be considered hours worked and shall be scheduled during the employee's normal working hours.

ARTICLE XII

PERSONNEL FILES

- 12.1 Employees shall upon written request have the right to inspect the contents of their complete personnel files kept within the District and to attach their own written comments to any materials therein. Upon request, a copy of any documents contained in the personnel file shall be afforded the employee at cost. No other additional files shall be kept except those permitted by law (i.e. grievance files, investigatory files, sexual harassment files, etc.).
- 12.2 Any reference that could form the basis of a disciplinary or adverse action against an employee shall not be placed in the employee's personnel file without his/her knowledge. Except for what is provided in WAC 181-88, such notices are eligible for removal from an employee's personnel file three (3) years from date of notice. If a disciplinary notice which is three (3) years or older is discovered by an employee, the District, or the Union it shall be removed from the employee's personnel file. The District may review the removal of notices after eighteen (18) months of placement, if requested by the employee.

ARTICLE XIII **NON-DISCRIMINATION**

- 13.1 There shall be no discrimination against any employee or applicant for employment by reason of race, creed, religion, color, marital status, sex, age, national origin, genetic information, sexual orientation including gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification, or because of their membership or non-membership in the Union or in their exercise of other rights under Chapter 41.56 RCW.
- 13.2 There shall be no discrimination against an employee for use of the grievance procedure.

ARTICLE XIV **PLACEMENT AND EVALUATION**

- 14.1 An employee's performance shall be evaluated at least once annually.
- 14.2 The Supervisor shall review the employee's evaluation with the individual and shall afford the employee an opportunity to comment in writing on the evaluation. The employee shall sign the evaluation to testify only that it was shared and discussed with their Supervisor and not necessarily that the employee agrees.
- 14.3 The signed original shall be placed in the employee's personnel file in the Human Resources Office with a copy given to the employee and a copy retained in the Manager's office. No other copies of the evaluation shall be kept by the Employer.
- 14.4 Employees who are transferred or promoted to a different classification within the bargaining unit will be credited with their experience and seniority as earned in this bargaining unit.

ARTICLE XV **SENIORITY, PROMOTIONS, VACANCIES, LAYOFF AND RECALL**

- 15.1 Seniority shall mean the employee's length of continuous service within the defined bargaining unit.
- 15.2 Seniority shall govern in all overtime (voluntary or mandatory), extra work, layoffs, recalls, and vacation schedules of employees covered by this Agreement. The Parties agree that when applying seniority to overtime and/or extra work, the employee must be licensed and qualified to perform the work.
- 15.3 Assignment - When a vacancy occurs or a new position is created, employees in the same pay classification as the vacancy shall be surveyed as to their interest in the specific work assignment represented by the vacancy. The Manager of Graphics and Distribution will only consider those in the classification desiring reassignment who possess the necessary qualifications prior to posting the vacancy. Seniority will be a factor in reassignment, but qualifications will be the controlling factor.
- 15.4 Vacancies - After consideration of assignment requests pursuant to Section 15.3, the District shall post any resulting vacancy in all work locations for at least fourteen (14) calendar days. This posting shall occur within fourteen (14) calendar days of the vacancy being known to the District's Human Resources Office, following the classification survey of employees. Screening of applications and the scheduling of interviews shall generally occur with fourteen (14) days after the closing date on the posting, and the hiring decision will be made reasonably thereafter, contingent upon background investigations, reference checks and the Board of Director's meeting schedule. The District agrees to interview and give due consideration to employees in active employment as substitutes in the bargaining unit for vacant and/or newly created positions prior to interviewing other interested outside

applicants. In the event there are substitutes who are currently employed under temporary employee status, said employees will be afforded the same due consideration prior to interviewing substitute employees.

- 15.4.1 Promotions - Qualified employees in the bargaining unit for whom the vacancy represents a promotion will be given the opportunity to be interviewed first for vacancies, including supervisory positions, before outside applicants, provided such employees makes application with five (5) days of the posting the vacancy. The filling of exempt supervisory positions shall not be subject to the provisions of Article 26, Grievance Procedure.
- 15.4.2 Applications - Employees shall make application to the District's Human Resources Office, in the manner prescribed in the posting. The employee's application shall set for his/her qualifications for the vacant position.
- 15.4.3 Selection Criteria - The District shall determine an individual's qualifications using Job factors and Applicant factors. Job factors shall include consideration of those elements on the posting for the vacancy and specific job requirements. Applicant factors shall include consideration of the employee's past performance, training, work experience, and desire for the position. If two or more applicants are judged by the District to possess the qualifications for the job, then the employee with the greater seniority shall be granted the promotion or transfer.
- 15.4.4 Promotional Trial Period - In the event of a promotion, the employee shall be given a trial period not more than ninety (90) days in the new position. Prior to ninety (90) days the employee may be returned to the former or a comparable position if trial performance is not satisfactory. The employee shall receive the higher rate of pay during the trial period.
- 15.4.5 Notification - Upon request, a senior employee who is passed over the promotion or returned to a former or a comparable position will receive written notification of the specific reasons for such action.
- 15.4.6 Posting Exception - Positions vacated due to an incomplete trial period need not be advertised.
- 15.4.7 If the District hires a person without a current CDL, the District will provide the necessary training, testing, equipment, and working time to the new employee to obtain their CDL. Provided however, employees who still are unable to obtain a CDL by the one hundred eighty first (181st) calendar day of employment will be subject to progressive discipline as provided for in Article XVI of this Agreement. The Parties agree to discuss extenuating circumstances which may have delayed the employee from getting a CDL prior to issuing progressive discipline.
- 15.5 Layoff - Layoffs shall occur in reverse order of seniority within each skill area or classification.
- 15.5.1 Layoff and recall will be by classification as defined: Garbage/Sludge Truck Driver, Warehouse and Delivery Driver, Warehouse/Recycle Driver and Delivery/Pickup Helper. Warehouse and Delivery positions will count as one (1) classification. Garbage/Sludge Truck Driver will count as one (1) classification.
- 15.5.2 In the event of layoff, the Employer agrees to give each employee to be laid off at least two (2) weeks notice of its intent to lay off.
- 15.5.3 An employee will be paid for accumulated vacation time when laid off for any days accumulated as followed in the Vacation Section of this Agreement.

- 15.5.4 Employees on lay off status may continue to participate in insurance programs consistent with Federal COBRA, if premiums are paid by the employee, subject to conditions of the insurance carriers.
- 15.5.5 A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- 15.6 Recall - A re-employment pool shall be created from which laid off employees will have priority for available position vacancies. Those having the greatest seniority will receive first right to return for positions for which they are qualified.
- 15.6.1 Those employees laid off due to staff cut-backs will remain in the re-employment pool unless they notify the District they are no longer available for re-employment. The District shall continue the re-employment pool for one (1) full contract year following the lay off and until August 31st of the subsequent year. If an employee is not re-employed by August 31st of the subsequent year, said employee will be dropped from the re-employment pool. An employee who declines recall to perform work for which they were designated shall forfeit their re-employment rights.
- 15.6.2 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to their current mailing address. A recalled employee shall be given at least ten (10) business days from the date on the notice to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period.
- 15.6.3 Placement on the salary schedule upon return will be at the same level of experience as the person held when laid off. Accumulated sick leave and seniority accrued at the time of lay off shall be returned.
- 15.7 Temporary Reassignment - Due to workload needs, employee absence or employee leave, the District may temporarily reassign employees to cover necessary work. If the reassignment is for five (5) days or more in a higher classification, the employee will receive pay for the higher classification and that pay will be retroactive to the first day on an hour for hour basis. Any temporary reassignment of an employee to cover the "Garbage/Sludge Driver" position shall receive the high classification rate of pay the first day for each hour worked in the higher classification.
- 15.7.1 Those otherwise qualified warehouse employees shall be given first opportunity to work in the higher "Garbage/Sludge Driver" classification but only when overtime rates would be applicable to any selected employee commencing with the highest classification assignment at the beginning of the shift.

ARTICLE XVI SEVERANCE OF EMPLOYMENT

- 16.1 Except in case of serious infraction, the Employer agrees to give each employee at least two (2) weeks notice of its intent to terminate. Each employee shall give the Employer at least two (2) weeks notice of his/her intention to quit. The two (2) weeks notice may be waived by mutual agreement.
- 16.2 The Employer agrees to follow a policy of progressive discipline with termination as a final and last resort. The District policy for progressive discipline may include the following:
- Verbal Warning
 - Written Warning
 - Suspension and/or Probation
 - Discharge

- 16.3 No employee may be discharged, disciplined or suspended except for just cause. This Article shall not apply to probationary employees and they do not have the grievance procedure available to them in the termination process while they are in their probation period.
- 16.4 The Union shall promptly be notified by the Employer of any disciplinary actions of any employee. The employee may have the right to have a representative at meetings pertaining to disciplinary actions involving written reprimand(s), suspension, termination, or probation. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- 16.5 Just cause for immediate suspension or discharge shall include, but is not limited to: gross insubordination; proven dishonesty; intoxication or substance abuse related to employment; immorality; excessive chargeable accidents, or a single chargeable severe accident; an employment related incident involving a violation of the law concerning firearms, weapons and other dangerous instruments; reckless or unauthorized use of District vehicles; or other types of conduct of a parallel magnitude. The District shall notify the Union and the employee in writing within five (5) working days of the date of the violation and the reasons for any disciplinary action.
- 16.6 Employees whose services are unsatisfactory may be placed on probation. Such probationary status shall be for specific reasons, recorded and made available to the employee. Written criteria for improvement and their reasonable time lines, will be reviewed with and given to the employee. Periodic meetings will be held by the Supervisor (or appropriate Director) to review the probationary progress.
- 16.7 Any complaint to be used against the employee must be shared with the employee and the Union within ten (10) days of the Employer receiving the complaint claimed by the District. Complaints not brought to the attention of the employee shall not be used as the basis for disciplinary action against the employee.

ARTICLE XVII **HOLD HARMLESS CLAUSE**

- 17.1 The District agrees to hold harmless and defend any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee, within or without the school building or work site, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment under the direction of the District.

ARTICLE XVIII **EMPLOYEE PROTECTION**

- 18.1 The District shall to the extent of funds available through District insurance programs, reimburse employees for replacement of equipment damaged, destroyed, or stolen on or from District premises when the District has approved such equipment for on-the-job use and that such loss is not otherwise covered by the employee's personal insurance.
- 18.2 For health and safety protection, the District agrees to offer first aid training during the work day for all employees at least every three (3) years. At least two (2) Shop meetings annually will be used to cover safety issues. Safety issues will include any relevant new legislation or administrative codes and regulations relating to equipment, materials or substances used by the Shop as well as generally accepted procedures.
- 18.3 The District shall provide regularly scheduled maintenance checks for all vehicles operated by its employees.

- 18.4 The District shall provide, at the District's expense, inoculation (Gamma Globulin) to Garbage and Sludge Drivers.
- 18.5 The Union will, through its representative, participate in the District's Safety Committee. This Committee is a multi-bargaining unit Committee.

ARTICLE XIX **HOLIDAYS**

- 19.1 Regular employees shall be granted the following thirteen (13) paid holidays:

New Year's Day	Labor Day
The day before or after New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	The day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	The day before or after Christmas
The day before or after Independence Day	
- 19.2 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday; that if school is in session on the Friday preceding or Monday following, a compensatory day of vacation shall be given in lieu of that holiday
- 19.3 Work performed on holidays shall be paid at two (2) times the regular rate of pay in addition to the above holiday pay.
- 19.4 If a holiday falls within an employee's vacation period, the employee shall receive a compensatory day of vacation in lieu of that holiday.
- 19.5 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

ARTICLE XX **VACATIONS**

- 20.1 Regular employees shall receive paid vacation according to the following schedule:

01 through 03 years employment	10 days paid vacation
04 through 06 years employment	15 days paid vacation
07 through 14 years employment	20 days paid vacation
15 through 19 years employment	21 days paid vacation
20 through 24 years employment	22 days paid vacation
25 or more years employment	24 days paid vacation
- 20.2 Any employee entering or leaving the employment of the Northshore School District shall receive vacation pay on a prorated basis of the actual months of employment.
- 20.3 An employee, who quits, without giving two (2) weeks notice of intention to quit employment, shall forfeit all vacation benefits. Inability to give appropriate notice, due to emergency situations, may be appealed to the Manager of Graphics and Distribution for consideration.
- 20.4 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 Section 20.1.

- 20.5 Vacation days may only be accumulated to a maximum as provided for in Section 20.7. In order to so accumulate vacation days, the employee must take at least five (5) days vacation prior to his/her next anniversary date.
- 20.6 All vacation days must be scheduled and approved by the District. No more than twenty (20) consecutive work days may be used for vacation time provided mutual agreement on scheduled vacation time is arranged at least two (2) weeks prior to taking the accrued vacation time. The above notice provision may be waived by mutual agreement between the supervisor and the employee.
- 20.7 Upon termination or retirement, employees shall receive compensation for earned, unused vacation days up to a maximum of thirty (30) days, provided that proper notice at separation is given by the employee. Such compensation shall be based upon the employee's per diem rate of pay at the time of separation.
- 20.8 Any balance of accumulated vacation time shall be taken prior to the last day of employment.
- 20.9 If an employee is ill or is incapacitated by an accident while on vacation, supported by a doctor's certificate for one (1) day or more, the balance of the vacation time due him/her may be suspended at the approval of the Manager of Graphics and Distribution. 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 XXI RETIREMENT

- 21.1 Retirement at a mandatory age shall only be as required by law.

ARTICLE XXII LEAVES

PREAMBLE: The Employer and the Union mutually agree that Article XXII shall be interpreted to include Paid Sick Leave rights to all eligible employees at a minimum as established by the Washington State Legislature pursuant to RCW 49.46.210 and Washington State Paid Family Leave as established by the Washington State Legislature pursuant to RCW 50A.04.

- 22.1 Sick Leave - 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, but for purposes of payment for unused illness, injury and emergency leave shall not exceed twelve (12) days per year.
- 22.1.2 For each day's absence beyond accumulated illness and/or injury leave days, a deduction of a full day's per diem shall be made.
- 22.1.3 The District may require an employee using illness or injury leave to provide the District with a physician's certificate stating that such leave was taken for medical reasons. Failure upon demand to provide the District with said certificate may result in a salary deduction.
- 22.2 The accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee such as:

Serious illness or injury in the immediate family;

Court appearance or hearing in which the employee is an individually named defendant or respondent;

Birth of a male employee's child; or

Disaster created by forces of nature having serious deleterious effects upon the employee's property, health or family safety.

- 22.3 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the year.
- 22.4 Unauthorized use of illness, injury or emergency leave by an employee shall constitute cause for disciplinary action.
- 22.5 Personal Leave - The District shall grant each employee two (2) days per year of personal leave with pay, accumulative up to six (6) days.
- 22.5.1 Whenever possible, an employee desiring to take personal leave shall submit a written request for such to the Manager of Graphics and Distribution briefly explaining the reasons.
- 22.5.2 An employee desiring personal leave immediate to a vacation or holiday period shall submit a written request for such to the Manager of Graphics and Distribution briefly explaining the reasons.
- 22.5.3 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.
- 22.6 Bereavement Leave - Each employee shall be allowed a maximum of five (5) days leave with pay to make arrangements for and/or attend a funeral in case of death of a member of that employee's immediate family (husband, wife, mother, father, son, daughter, brother, sister).
- 22.6.1 Each employee shall be allowed a maximum of three (3) days leave with pay to make arrangements and/or attend a funeral in case of death of that employee's son-in-law or daughter-in-law, mother-in-law or father-in-law, grandmother or grandfather.
- 22.6.2 Each employee shall be allowed one (1) day's leave per year with pay to attend any other funeral.
- 22.6.3 This bereavement leave is not deducted from sick leave and is not accumulative.
- 22.6.4 In certain cases, bereavement leave may be extended with emergency leave as described, personal leave and/or vacation days upon appropriate approval from the appropriate supervisor.
- 22.7 Leave of Absence - Upon written request by an employee, the Superintendent or designee may grant leave of absence without pay for such things as: illness, family emergency, maternity, education, other special situations. Dependent upon District needs, more than one (1) individual may be on a general leave at any one time.
- 22.7.1 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the school year in which such leave was granted. Additional leave time may be granted up to a period of one (1) additional year.

- 22.7.2 Except for military service there shall be no other employment while on leave without prior written approval of the Superintendent or designee.
- 22.7.3 The Employer shall state in writing the terms of the leave of absence.
- 22.7.4 The Employer may agree to re-employ the employee earlier than intended upon written request or give consideration for any opening for which the employee is qualified.
- 22.7.5 Employee benefits earned prior to a leave of absence will be reinstated and/or maintained upon re-employment. Seniority shall be frozen during such leave.
- 22.7.6 Employees may continue their insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.
- 22.8 Legal, Military Service and Jury Duty Leave - Subject to the approval of the Superintendent or designated representative, and in accordance with applicable law, absence shall be approved when the interest of the Employer is served, for jury duty, or subpoena and military reserve commitments.
- 22.8.1 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. In the event the employee must change clothes before reporting to work, the employee and the supervisor shall agree on a reasonable reporting time.
- 22.8.2 There will be no deduction in the employee's compensation for jury duty or subpoena court appearance when the employee is not the defendant or plaintiff in said lawsuit. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 22.8.3 Reimbursement for approved Military Reserve Duty shall not be required.
- 22.9 Childbirth/Childrearing/Adoption Leave - Employees shall be granted leave without pay for the purposes of childbirth and/or child rearing according to the following provisions.
- 22.9.1 An employee requesting leave for childbirth shall give written notices as far in advance, as possible but in no event less than six (6) 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, (3) the estimated date childbirth leave is to begin.
- 22.9.2 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, the employee's work or health is in any way impaired.
- 22.9.3 Sick leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than thirty (30) calendar days following childbirth unless the employee's physician certifies that the employee is unable to perform the 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.
- 22.9.4 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.

- 22.9.5 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 shall be waived.
- 22.9.6 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee's immediate supervisor and the Director of Human Resources mutually agree.
- 22.10 During any of the above leaves, the employee shall accrue seniority, salary experience increments, or other credits only to the extent as such are affected by sick leave.
- 22.11 An employee may apply for child rearing leave to care for children of any age under the provisions of General Leave.
- 22.12 Employees on leave under this Article may continue their insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

ARTICLE XXIII RATES OF PAY

- 23.1 During the term of this Agreement, the hourly rates of pay for employees shall be set forth in Appendix "A", attached to this Agreement for the various classifications.
- 23.2 Should the date of adoption of this Agreement be subsequent to the effective date, salaries, including overtime and increments, may be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first (1st) or second (2nd) regular payday following adoption of this Agreement.
- 23.2.2 Employees shall receive their regular monthly salary by the first working day of the month.
- 23.2.3 Upon an employee's separation from employment, the employee's final paycheck will be automatically deposited into the account on record with payroll. The employee will have access to the Employer's on-line system for viewing employee pay until the date of the final deposit.
- It is the intent of the Employer that any error in an employee's paycheck shall be corrected by the Employer within a reasonable period of time and not later than the fifteenth (15th) of the month or the next regular payroll, whichever is sooner, from the time the error was brought to the Employer's attention.
- 23.3 Wage Underpayment and Overpayment – In the event an underpayment error is confirmed, the Employer will correct the error within five (5) Business Days of confirmed underpayment, or with mutual agreement with the employee at a later date, but in no event later than the employee's next paycheck. In the event of an overpayment, the employee will work together with the District regarding the repayment. The employee will be provided written documentation of the overpayment and an explanation of how the overpayment occurred. Repayment will generally occur over the same period of time in which the overpayment of wages occurred but will not exceed what is allowable under State Law(s) specific to public employees. The Parties mutually agree it's in the best interest of the Employer and Employees not to cause a financial hardship when repayment occurs. The Employees will access the Employer's online systems to view and/or print their Leave and Earning Statements.

ARTICLE XXIV ATTENDANCE INCENTIVE PROCEDURES

- 24.1 All employees of the bargaining unit shall receive compensation for eligible accumulated illness and injury leave as an Employee Attendance Incentive Program. Compensation and procedures shall be pursuant to Washington State Law for school employees as identified in RCW 28A.400.210.
- 24.2 Attendance Incentive Program – The goal of this program shall be to reduce disruptions in the operation caused by absenteeism. To receive an attendance incentive, the employee must have been a full-time employee during the previous school year (September 1 through August 31) having not missed work more than four (4) days, excluding absences for bereavement for a member of the immediate family as provided for in Article XXII, military duty, jury duty, vacation, or one (1) personal leave day. An absence shall be defined as missing more than two (2) hours of an assigned shift. Eligible employees who miss two (2) days or less for the year (September 1 through August 31) shall receive an individual reward payment of one thousand dollars two hundred (\$1,200.00) on the September pay statement. Eligible employees who miss three (3) days but not more than four (4) days for the year (September 1 through August 31) shall receive an individual reward payment of seven hundred dollars (\$700.00) on the September pay statement.

ARTICLE XXV IN-SERVICE TRAINING

- 25.1 In service training may be offered by the District to employees of the bargaining unit to enable them to improve their abilities, skills and job related interests.
- 25.2 A District and Union Committee shall mutually plan staff development activities. The Committee will consist of a representative from Staff Development and two (2) District designees who shall meet at least annually with the three (3) Union designees to determine in service needs as well as procedures for applying for in service. The Committee shall recommend in service opportunities to the District based upon (1) budget, (2) group needs as identified through a survey and (3) individual in service needs based upon job related duties and/or personal growth.

ARTICLE XXVI GRIEVANCE PROCEDURE

- 26.1 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 terms of this Agreement.
- 26.2 A grievance is an alleged violation or misapplication of a specific Article or Section of this Agreement as it affects employees in the bargaining unit.
- 26.3 An employee, shop steward or the Union may institute a grievance. The following procedures for pursuing an alleged grievance shall be as follows:
 - 26.3.1 STEP I - Within ten (10) working days of the time a grievance arises, an informal conference over the matter shall be held between the immediate supervisor, the employee, and the shop steward. The Shop Steward is required to notify the supervisor they are having a Step I grievance meeting. The parties involved in the informal conference shall attempt to resolve the matter for up to two (2) working days.
 - 26.3.2 STEP II - If the grievance is not resolved at Step I, the grievant and shop steward will fax or mail a written grievance to the Union on a form provided by the Union. The Union may within ten (10) working days of the conclusion of the settlement period of the informal conference reduce the grievance to writing and present it to the Manager of Graphics and

Distribution. The written statement should include (1) the nature of the grievance, (2) the Section(s) alleged to have been violated, (3) the recommended solution to the grievance.

Within ten (10) days of receipt of the written grievance, the Manager of Graphics and Distribution shall meet with the Union, grievant and shop steward to attempt to resolve the grievance. The parties involved in the Step II meeting shall have five (5) working days to resolve the grievance.

A grievance not resolved pursuant to Step II may, within five (5) working days of receipt of the written response in STEP II, be submitted in writing by the Union to the office of the Superintendent.

26.3.3 STEP III - Within ten (10) days of receipt of the grievance, the Superintendent or designee shall meet with the Union, grievant and shop steward to attempt to resolve the grievance. The parties involved in the Step III meeting shall have five (5) working days to resolve the grievance.

If the grievance is not satisfactorily resolved, the Union may, within ten (10) working days of receipt of the written response, proceed to mediation and/or arbitration as provided hereafter.

26.3.4 STEP IV - Mediation of Grievances - The Union and the District may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:

- A. Mediation of a grievance shall be scheduled only on the basis of a joint request for mediation by the Union and the District made within five (5) working days after the Union has referred the grievance to STEP IV, unless the parties mutually otherwise agree in writing.
- B. The parties need to agree to the mediator.
- C. One (1) representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- D. The parties' representatives may, but are not required, to present the mediator with a brief written statement of the fact, the issues and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- E. Proceedings before the mediator shall be informal in nature. The rules of evidence shall not apply and no record of the mediation conference shall be made.
- F. The mediator shall have the authority to meet separately with any person or person, but shall not have the authority to compel the resolution of a grievance.
- G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision shall be provided.
- H. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree.
- I. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided he/she advises the District in writing within ten (10) working days.

- J. In the event a grievance, which has been mediated goes to arbitration, the mediator shall not serve as the arbitrator. Nothing said or done by the mediator shall be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference shall be used against the other party in arbitration.
- K. The fees and expenses of the mediator shall be divided equally between the District and the Union, provided however, that each party shall be responsible for compensating its own representatives.

26.3.5 STEP V - If the Union is not satisfied with the disposition of the grievance at the preceding level, or if no disposition has been made within the period above, provided, the grievance, only at the option of the Union, shall be submitted before an impartial arbitrator. The Union shall exercise the right to arbitration by giving the Superintendent or designee written notice. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date, that arbitration shall be pursued. The arbitrator shall be selected by the Federal Mediation and Conciliation Service (FMCS), in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The District and the Union shall not be permitted to assert in any such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall have no authority to amend, change, alter, or otherwise modify the Labor Agreement between the parties. Likewise, the arbitrator shall have no authority to substitute his/her judgment for that of one of the parties where the Labor Agreement expressly grants discretionary authority to one of the parties. Should the arbitrator find a judgment was made by one of the parties in an arbitrary, capricious, or illegally discriminatory manner, the arbitrator has the authority to order the party to reconsider its judgment to correct the abuse of discretion so found.

All costs incurred in the arbitration process shall be paid by the losing party. If partial relief is specified for one or both parties, the arbitrator shall make an award allocating cost.

26.3.6 If the employee or the Union does not pursue the grievance to the next STEP within the prescribed time limits, it shall be presumed resolved. If the Employer does not respond within the time limits at any one of the STEPS, it shall automatically move the grievance to the next STEP; provided however, the Union shall determine whether the matter is advanced formally to the next Step. The Union and the District may mutually agree to extend and/or waive any timeline contained in this Article.

ARTICLE XXVII HEALTH AND WELFARE

27.1 The Employer and the Union agree Article XXVII, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

27.2 Other Insurance Programs – The District shall participate in other insurance programs as required by law, e.g., Workers’ Compensation and Unemployment Compensation.

27.3 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.

- 27.4 District Benefits Committee – The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Benefits Committee.
- 27.5 Tax Deferred Annuities – The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 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 salary as authorized by the individual employee.
- 27.6 VEBA - The Employer and Union will participate annually subject to a vote of the employees in the Voluntary Employee Benefit Account (VEBA) for eligible employees retiring or separating from service between September 1 and August 31 of each year.
- 27.7 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 salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

ARTICLE XXVIII **WORK STOPPAGE**

- 28.1 The Union and the Employer 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 employees covered by this Agreement shall not cause or engage in any work stoppage or strike.
- 28.2 During the term of this Agreement, the Employer agrees there shall be no lockout of employees covered by this Agreement.

ARTICLE XXIX **DRUG AND ALCOHOL TESTING**

- 29.1 Random, reasonable suspicion, and post-accident drug and alcohol testing shall be conducted pursuant to State and Federal Law. Random testing shall occur during the employee's normal working hours. Employees required to submit for testing outside of their regular working hours will be paid at their normal rate of pay, or overtime if applicable, with a minimum guarantee of one (1) hour.

ARTICLE XXX DURATION

- 30.1 This Agreement shall be in full force and effect starting September 1, 2020, and shall continue in effect until August 31, 2023.
- 30.2 This Agreement or any provision hereunder may be extended by mutual written agreement of the parties; otherwise, it shall expire on the date indicated.
- 30.3 Except as otherwise provided by this Agreement, bargaining on the subjects contained in this Agreement, or other subjects, or for a successor Agreement, shall begin no later than thirty (30) days prior to the expiration date of this Agreement, or any extension thereof, nor earlier than ninety (90) days, except by mutual written agreement of the parties.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

NORTHSHORE SCHOOL DISTRICT NO. 417

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Dr. Michelle Reid
Dr. Michelle Reid, Superintendent

Date 12/21/20

Date 1/24/2020

APPENDIX "A"
to the
AGREEMENT
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Warehouse, Sludge and Garbage Truck Drivers and Delivery Driver/Helper)
September 01, 2020 through August 31, 2023

THIS APPENDIX is supplemental to the Agreement by and between the NORTHSHORE SCHOOL DISTRICT NO. 417, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The following constitutes those classifications of work covered by this Agreement and those wages to be paid for work performed by members of the Teamsters bargaining unit while in the employ of the Employer:

A.1 Effective September 01, 2020, the hourly rates of pay shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY
Warehouse/Delivery Person w/CDL	\$29.92
Warehouse/Recycle Driver (+12%)	\$33.51
Warehouse Foreperson (+15%)	\$34.41
Sludge/Garbage Truck Driver (+22%)	\$36.50
Delivery/Pick-up Helper (68% of W/D P w/CDL)	\$20.35

Effective September 1, 2020, apply six point five percent (6.5%) plus the "IPD" percentage to the Warehouse/Delivery Person w/CDL (base hourly rate) of pay which was in effect September 1, 2019.

A.1.1 Should the execution date of this Agreement be subsequent to the effective date, the hourly rates of pay, including overtime, shall be retroactive to the effective date.

A.1.2 Effective September 1, annually during the term of this Agreement, the Warehouse/Delivery Person w/CDL hourly wage contained in Section A.1 shall be increased one point five percent (1.5%) plus the "IPD" percentage.

A.2

Employees who have completed their ninth (9th) year of service with the District as a regular employee shall receive a longevity premium of two percent (2%) added to their base hourly rate of pay. Employees who have completed their fourteenth (14th) year of service with the District as a regular employee shall receive a longevity premium of five percent (5%) added to their base hourly rate of pay. Employees who have completed their nineteenth (19th) year of service with the District as a regular employee shall receive a longevity premium of eight percent (8%) added to their base hourly rate of pay. Effective September 1, 2020, longevity premium will be added in the payroll period which follows the completion of the 9th, 14th, and 19th year.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

NORTHSHORE SCHOOL DISTRICT NO. 417

By


Scott A. Sullivan, Secretary-Treasurer

By


Dr. Michelle Reid, Superintendent

Date

12/21/20

Date

1/26/2020

LETTER OF UNDERSTANDING

between

NORTHSHORE SCHOOL DISTRICT NO. 417

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing the Warehouse, Sludge and Garbage Truck Drivers and Delivery Driver/Helper)

September 01, 2020 through August 31, 2023

The following Letter of Understanding is made and entered into between the Northshore School District and the Public, Professional, & Office-Clerical Employees and Drivers (Teamsters Local 763) concerning the Global Positioning System (GPS) and is subject to the following:

- 1) The District will use a GPS system on District owned vehicles as part of its warehouse delivery and foodservice delivery services.
- 2) It is understood that disciplinary actions against and monitoring of employees is neither a primary purpose nor an intended result of the GPS equipment.
- 3) It is understood the primary and intended use of GPS equipment is for the monitoring of the safety, security, and location of District owned vehicles. Additionally, the use of GPS will assist the District in the dispatching and assignment of work.
- 4) Both the District and the Union agree that any use of the GPS and related information obtained or generated by such in employee discipline matters will occur as a means to verify information obtained during an investigation process in compliance with the terms and conditions of the collective bargaining agreement. Appropriate use of the GPS includes compliance with the just cause and progressive discipline provisions of Article 16 of the contract.
- 5) As data generated reports from the GPS are public records, complete confidentiality of these records cannot be assured. However, the fact that such reports may contain sensitive information, the District will comply with its policy and state law regarding public records request.
- 6) Both the District and the Union will periodically discuss the use of the GPS system during labor management meetings when and where appropriate.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

NORTHSHORE SCHOOL DISTRICT NO. 417

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Dr. Michelle Reid
Dr. Michelle Reid, Superintendent

Date 12/21/20

Date 1/24/2020

MEMORANDUM OF UNDERSTANDING

By and Between

The Northshore School District No. 417

and

Teamsters Local Union No. 763

(Representing the Warehouse, Sludge and Garbage Truck Drivers and Delivery Driver/Helper)

Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

For the 2020-21 school year, the Northshore School District is planning a sustainable and flexible online/remote-only instructional model. There are also potential stages for in-person/online hybrid models that would allow education to pivot at any time between remote, hybrid and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s). As the public health situation continues to evolve, the District and the Teamsters Local Union No. 763, representing Warehouse, Sludge and Garbage Truck Drivers and Delivery Driver/Helpers will continue to work together to implement these models. Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, and thoughtful financial stewardship.

1. **Health and Safety:** District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Effective on the date of this MOU, the Northshore School District Health and Safety Protocols are described in Appendix C.
2. **Compensation:** Unless in a situation where the state legislature in special session acts to reduce the 2020-21 district revenues, permanent employees and those employees hired into permanent positions on probationary status, Long-Term Substitutes, and Temporary Employees will continue to be compensated under the terms of the Collective Bargaining Agreement. There shall be no reduction of compensation so long as the work related to the contract is appropriately adapted to the learning platform or assignment.
3. **Leaves:** COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
 - a. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - ii. Leave for illness, injury or emergency;
 - iii. Shared leave;
 - iv. Personal leave
 - v. Washington Paid Family Medical Leave (PFML);

- vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of the temporary disabling condition;
 - ix. long-term disability benefits; and
 - x. Unemployment benefits.
- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave;
 - v. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - vi. Unpaid leave of absence for the period of the quarantine; and
 - vii. Unemployment benefits.
- c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. Unemployment benefits.
- d. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave; and
 - v. Unemployment benefits.

- e. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave; and
 - v. Unpaid Leave of absence for the 2020-21 school year.

- f. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
 - iv. Leave for illness, injury or emergency; or
 - v. Personal leave;

- g. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Leave for illness, injury or emergency;
 - iii. Personal leave; and

- h. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Personal leave; and
 - ii. Unpaid leave of absence for the 2020-21 school year.

- i. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Personal leave; and
 - ii. Unpaid leave of absence for the 2020-21 school year.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

- j. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. The governor's order regarding "higher risk employees" currently is in effect until the state of emergency has ended. The parties also agree to meet and review any necessary changes to this agreement if or when the legal-applicable definitions of "high risk employees" changes or expires.
- 4. **Evaluation:** The District shall engage in evaluations for Teamsters Local Union No. 763, representing Warehouse, Sludge and Garbage Truck Drivers and Delivery Driver/Helper employees pursuant to the collective bargaining agreement.

 - 5. **Communication:** The district will continue to provide updates regarding recommendations from appropriate Public Health – Seattle & King County and Public Health – Snohomish agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.

Effective Dates: This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or at such time it is determined to be safe to bring all students and staff back for in-person instruction. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

NORTSHORE SCHOOL DISTRICT NO. 417

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Dr. Michelle Reid
Dr. Michelle Reid, Superintendent

Date 12/21/20

Date 1/26/2020