

**Collective Bargaining Agreement**

**between**

**Northshore School District No. 417**

**and**

**Pacific Northwest Regional Council of  
Carpenters (Representing Custodians)**

**September 1, 2015 through August 31, 2018**

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**Collective Bargaining Agreement**  
**between**  
**Northshore School District No. 417**  
**and**  
**Pacific Northwest Regional Council of Carpenters**

**Effective September 1, 2015 through August 31, 2018**

THIS AGREEMENT is by and between the Northshore School District #417 (hereinafter designated as the Employer), and the Pacific Northwest Regional Council of Carpenters (hereinafter designated as the Union), for the purpose of governing their labor relations by fixing the scale of wages, schedules of hours and conditions of employment for the designated employees in the Northshore School District.

ARTICLE 1 - UNION RIGHTS

1.1 Union Sole Bargaining Agent

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

1.2 Union Security

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

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

1.3 Dues Deduction

Upon receipt of a written authorization individually signed by a bargaining unit employee, the Employer shall deduct from the pay of such employee the amount of dues as certified by the Secretary of the Union to be uniformly required as a condition of membership in the

Union and any additional amount the employee voluntarily authorizes for deduction for political purposes and shall transmit the same to the Union.

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

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

#### 1.4 Building Access

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

#### 1.5 Bulletin Boards

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

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

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

#### 1.6 Work Site Leaders

The District agrees that the Union will be permitted to appoint Stewards. The Stewards shall exercise their duties in a prudent fashion so as not to unduly interfere with the regular work assigned to them by the District.

## 1.7 Committees

### 1.7.1 Negotiating Committee

A Negotiating Committee will be selected by the Union.

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

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

### 1.7.2 Labor Management Committee

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

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

### 1.7.3 Safety Committee

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

## 1.8 Maintenance of Present Wage and Working Conditions

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

## 1.9 Union Business Leave

### 1.9.1 Short-term Union Business Leave

A maximum total of eighty (80) hours of release time with reimbursement from the Union shall be provided annually to employees elected or appointed to office in the

Union; provided that the leave is for the purpose of conducting Union business and is requested by the Union representative. Such leave must be scheduled in advance by mutual agreement.

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

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

The Supervisor of Maintenance and Operations shall approve the request if:

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

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

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

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

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

ARTICLE 2 - CONDITIONS OF EMPLOYMENT

2.1 Definition of Employee

2.1.1 Employees

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

2.1.2 Annual Employees

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

2.1.3 New Employees

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

2.1.4 Substitutes

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

2.1.5 Student Employees

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

2.2 Probationary Period (New Employees)

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

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

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

2.3 Work Week

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

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

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

2.3.4 The times for shifts shall be as follows:

First Shift – 6:01 a.m. to 2:00 p.m.

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

Third Shift – 10:01 p.m. to 6:00 a.m.

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

- 2.3.5 Each employee will receive a thirty (30) minute lunch period, as near the middle of the shift as practicable, which shall be included in the hours per day to be worked.
- 2.3.6 Each employee shall receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period both of which rest periods shall occur as near the middle of each half shift as is practical.
- 2.3.7 Employees required to work through their regular lunch periods will be given a time to eat at a time agreed upon by the employee and his/her supervisor.
- 2.3.8 The following provisions apply to employees occupying Custodial Services Coordinator positions:
  - 2.3.8.1 The provisions of subsections 2.3.1 through 2.3.4 shall not apply to Custodial Services Coordinators.
  - 2.3.8.2 The standard work week for Custodial Services Coordinators shall generally be Monday through Friday and shall consist of five (5) consecutive eight hour days inclusive of break and lunch periods. The workday shall start between the hours of 6:00 a.m. and 2:00 p.m. The actual start time will be decided by the Director of Operations in consultation with the Custodial Services Coordinators on how to best meet the needs of the District and assure the effectiveness of the position.
  - 2.3.8.3 The District may schedule the Custodial Services Coordinators to work four (4) consecutive ten (10) hour days, inclusive of breaks and lunch periods.
- 2.3.9 A swing shift employee may not be required to work a day shift immediately consecutive to his/her regularly assigned shift, but may do so voluntarily.

## 2.4 Overtime

- 2.4.1 Any hours worked in excess of the normal hours per day for each shift as stated in Section 2.3 will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.
- 2.4.2 Any work performed on Saturday will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.
- 2.4.3. Any hours worked beyond twelve (12) hours per day or on Sundays shall be paid at two (2) times the regular rate per hour.
- 2.4.4 Overtime will be assigned on a voluntary basis to employees, with first consideration given to those employees assigned to the facility.

2.4.5 Overtime shall be divided and rotated as equally as possible within a school among those employees who normally perform such work. In the event the District needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other full-time custodial employees prior to using any substitute custodians. The Facility Manager is responsible for the rotation within a school. Custodial Services Coordinators are responsible for the rotation among other full-time custodial employees.

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

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

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

2.4.7 The District shall allocate non-shift hours on a per building basis to be used by the Facility Managers and Night Lead Custodians at their discretion. Facility Managers shall use the allotment on an as needed basis but with the understanding that the allotment is for an entire year and may be shared with the Night Lead Custodian/Night Custodian. The allotment will be as follows:

High School	Twenty-four (24) hours
Junior High School/Middle School	Twenty (20) hours
Elementary School	Twelve (12) hours

Utilization of such hours shall be documented on the proper form. Examples of activities which do not require prior approval would include security and other building systems checks, training of custodial staff and checks, orientation or training of substitutes.

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

## 2.5 Call Back Service

- 2.5.1 Emergency call back service for employees will be paid at the overtime rate of not less than four (4) hours.
- 2.5.2 For specific, prearranged duties, such as cold weather checks, planned callback service for employees will be paid at the overtime rate of not less than two (2) hours. Planned call back shall be mutually agreed upon between the District and the employee(s).
- 2.5.3 The four (4) hour and two (2) hour minimums apply only when an employee is called back.
- 2.5.4 Overtime or additional hours required of an employee immediately before or after regularly assigned hours will not be covered by these call back provisions.

## 2.6 Safety Equipment

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

## 2.7 Pay for Higher Classification Work

- 2.7.1 Regular Assignment to Two or More Classifications: Whenever an employee is required to perform duties on a regular basis in two or more job classifications, he/she shall be paid at the hourly rate for the higher classification for each hour worked while so assigned.
- 2.7.2 Temporary Out of Class Assignment: An employee required by the Supervisor of Maintenance and Operations or designee to work temporarily in a higher classification as a substitute for another employee due to absence, or designated for special assignment by the District, shall be paid an hourly differential of two dollars and fifteen cents (\$2.15), starting with the first (1<sup>st</sup>) full working day of the assignment.

## 2.8 Mileage

All employees who have been authorized to use their own vehicles on District business shall be reimbursed on a per-mile basis at the IRS-approved mileage rate.

## 2.9 Employee Evaluation

At least annually each employee shall have his/her performance evaluated. Such evaluation will concern an employee's documented work performance for the entire period covered on the evaluation focusing on strengths and weaknesses with specific suggestions

for improvement where appropriate. Where a deficiency has been noted, the supporting information for the judgment shall be shared with the employee, if requested. The Facility Manager has the right to submit written input to the custodial supervisor responsible for evaluating a given employee in the building.

Copies of evaluations shall be placed in the employee's personnel file, and a copy furnished the employee. An employee may place a written response to any performance evaluation in his/her personnel file. An employee's signature on the evaluation will signify receipt of the evaluation not necessarily agreement with it. Evaluations shall not be considered warning notices for purposes of 3.2.2. An employee may appeal an evaluation that has a potentially adverse effect on his/her employment status through the following appeals process:

STEP ONE:

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

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

STEP TWO:

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

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

ARTICLE 3 - CHANGE OF STATUS

3.1 Seniority

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

3.1.2 All open positions shall be governed by the following:

3.1.2.1 Selection Process - Facility Manager or Night Lead Custodian Positions

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

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

Such screening shall be done by the Supervisor of Maintenance and Operations or designee. Following this screening, if more than five (5) employees apply for a vacancy, the District shall interview a minimum of five based on seniority order. More may be considered for interview by seniority order if applicable. If less than five (5) employees apply, all will be interviewed. The interview will be conducted by the building administrator, Supervisor of Maintenance and Operations, and a Steward, and may include a team of individuals from the site selected by the administrator. All selections for these open positions shall be made by a good faith a) assessment of the applicants and b) determination that the best-qualified applicant was selected.

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

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

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

- a) The Supervisor of Maintenance and Operations or designee is not required to screen applications;
- b) There is no requirement to have the Steward involved; and
- c) If an applicant is not selected, then the applicant, upon written request to the Supervisor of Maintenance and Operations, shall be entitled to receive a written explanation

that sets forth the good faith reason(s) for the determination not to select the individual.

3.1.2.3 Selection Process - Custodial Services Coordinator

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

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

## 3.2 Employment Status Changes

### 3.2.1 Notice of Resignation

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

### 3.2.2 Disciplinary Action

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

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

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

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

## 3.3 Retirement

3.3.1 Retirement shall be as required by law.

### 3.4 Layoff Procedures

- 3.4.1 The District will provide written notification to the Union Representative and to the employees who are employed in positions which have been identified for layoff at least thirty (30) calendar days in advance of the effective date of the layoff.
- 3.4.2 Layoffs will occur in reverse order of seniority within each classification with the least senior employee(s) being laid off first.
- 3.4.3 Classification shall be defined as positions with the same job title or paid at the same wage level, e.g. Woodmoor Elementary Facility Manager and High School Night Lead.
- 3.4.4 In the event that two or more employees have the same seniority date, the order of seniority shall be determined by a lottery drawing.
- 3.4.5 Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation, termination and retirement.

### 3.5 Reassignment and Bumping

- 3.5.1 An employee whose position has been eliminated may be reassigned to a vacant position in the same classification. Should no such vacancy exist, the employee may bump the least senior employee in that classification.
- 3.5.2 If an employee chooses not to exercise his/her bumping rights as above, no vacancy exists in the same classification, and/or he/she is the least senior employee in his/her classification, the employee may be reassigned to a vacant position in a lower pay classification or bump the least senior employee in a previously held lower classification.
- 3.5.3 The bumped employee may also bump the least senior employee in a previously held lower classification.
- 3.5.4 Employees who are bumped into a lower pay grade will have their wages maintained at their rate of pay in the higher classification for one year from the first day of the reassignment. At that time, the employee will be moved to the step of the pay rate of the lower classifications that is the closest to and not more than his/her rate of pay in the higher classification.

### 3.6 Re-employment Pool

- 3.6.1 In the event of layoff, affected employees are to be placed on a re-employment list maintained by the Human Resources Department according to seniority within each classification. Names shall remain on the re-employment list for eighteen (18) consecutive months from the date of layoff. It is the employee's responsibility to

keep his/her address and telephone number current with the District.

- 3.6.2 Laid off employees in the reemployment pool will be offered vacancies by seniority in the same classification held prior to the layoff or reassignment. When the pool does not contain employees with seniority in the same classification as the vacant position, the said position will be posted.
- 3.6.3 Employees who accept a position of lesser pay in lieu of layoff will retain all rights to remain in the re-employment pool for the classification from which they were laid off.
- 3.6.4 If laid off employees notify the Human Resources Department that they are no longer available they will be removed from the re-employment pool.
- 3.6.5 A laid off employee shall, upon application, be granted priority status on the substitute list according to their seniority.

### 3.7 Recall Procedures

- 3.7.1 If and when a position becomes available, either due to normal attrition or the need arises to establish a new position, then an employee will be rehired from the re-employment pool according to seniority and classification.
- 3.7.2 The District will contact, by telephone or letter sent to the last known address on record, the most senior employee on the reemployment list and the Union Representative when a position becomes available. The recalled employee must respond within ten (10) calendar days following the date of notification or they will not be considered for the position.
- 3.7.3 Employees who are recalled to work in the classification held prior to layoff, but refuse two (2) offers of employment will be placed at the bottom of the re-employment pool. Employees who are offered a position in a lower classification may refuse to accept it and shall retain their place on the re-employment pool for the classification from which they were laid off.
- 3.7.4 Employees who are recalled into a position in a lower classification shall have their wages maintained at their rate of pay in the higher classification for one (1) year from the first day of the reassignment. At that time, the employee will be moved to the step of the pay rate of the lower classification that is the closest to and not more than his/her rate of pay in the higher classification.
- 3.7.5 The recalled employee will retain accumulated sick leave, vacation time and seniority accrued at the time of layoff. Placement on the salary schedule will be at the same level of experience held at the time of layoff.
- 3.7.6 The benefits afforded employees in the re-employment pool shall remain in effect for the term of this Agreement.

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

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

#### ARTICLE 4 - HOLIDAYS AND VACATIONS

##### 4.1 Holidays

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

##### 4.2 Vacations

- 4.2.1 Employees will accrue paid vacation based on years of employment with the District according to the following schedule:

1 through 3 years employment	10 days paid vacation
4 through 6 years employment	15 days paid vacation
7 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 years or more employment	24 days paid vacation

Each employee's anniversary date of employment with the District shall be the starting point for calculation of vacation allowance.

Vacation accrual and use will be shown on the employee's monthly electronic pay statement.

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

employment.

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

## ARTICLE 5 - LEAVES

### 5.1 Illness, Injury and Emergency Leave

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

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

## 5.2 Bereavement Leave

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

## 5.3 Personal Leave

- 5.3.1 Employees shall be entitled to take up to two (2) days of personal leave with pay accumulative up to six (6) days.
- 5.3.2 Whenever possible an employee desiring to take personal leave shall submit a written request to the Supervisor of Maintenance and Operations or designee at least one (1) week prior to the requested start of the leave.
- 5.3.3 Personal leave may be used for personal matters or to attend work related, but voluntary, conferences or workshops. Personal leave may not be used for

recreational purposes or to extend a vacation period or holiday weekend.

- 5.3.4 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. An employee may also use personal leave for such purposes.
- 5.3.5 Each July, employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of his or her intent to convert his or her accumulated personal leave to monetary compensation.
- 5.3.6 For eligible employees electing monetary compensation, the personal leave balance of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee's current per diem rate of pay.
- 5.3.7 The per diem rate of pay shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays and paid vacation days and exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- 5.3.8 All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.
- 5.3.9 PERS Plan 1 members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under PERS Plan 1 received personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the Employer shall deduct the amount from the employee's final pay.
- 5.3.10 The estate of an eligible deceased employee shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the deceased employee's current per diem rate of pay, consistent with Section 5.3.6 above.

#### 5.4 General Leave - Non-Medical

- 5.4.1 Upon written request of an employee, the Superintendent or his designee may grant a non-compensated leave-of-absence for such things as: (a) family emergency, (b) child care and (c) education, etc.
- 5.4.2 A general leave-of-absence shall not exceed one (1) calendar year.
- 5.4.3 Except for military service there shall be no other employment while on leave without prior approval of the Superintendent.

- 5.4.4 The District will state in writing the terms of the leave-of-absence.
- 5.4.5 Upon written request, the District will reemploy the employee under the conditions in existence in the District pertaining to reemployment at the time of reemployment for a like-position to that held prior to the leave-of-absence provided the employee has met the conditions of the approved leave.
- 5.4.6 Employee benefits earned prior to a leave-of-absence will be reinstated and/or maintained upon re-employment. Seniority will not accrue during such leave.

## 5.5 Legal and Military Service Leave

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

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

- 5.5.2 There will be no deduction in the employee's compensation for jury duty or subpoena except that any compensation received by the employee for such jury or court service will be paid to the District for reimbursement.
- 5.5.3 Military leave shall be granted as specified in State and Federal law.
- 5.5.4 Veterans seeking reemployment shall be reemployed pursuant to applicable law.

## 5.6 Leave-of-Absence - Medical

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

of the approved leave.

- 5.6.3 Earned employee benefits and accrued seniority at the time the leave-of-absence for health reasons was granted will be reinstated and/or maintained upon reemployment.

5.7 Childbirth/Childcare/Adoption Leave

- 5.7.1 Employees shall be granted leave without pay for the purposes of childbirth and/or childcare according to the following provisions:

5.7.1.1 An employee requesting leave for childbirth shall give written notice as far in advance as possible but in no event less than six weeks in advance to the Director of Human Resources. The written request for such leave shall include, (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin, and (3) the estimated date childbirth leave is to begin.

5.7.1.2 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.

5.7.1.3 Sick leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) calendar days following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee. Childbirth leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.

5.7.1.4 Childbirth leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.

5.7.1.5 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.

5.7.1.6 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.

- 5.7.1.7 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent as such is affected by sick leave.
- 5.7.2 An employee may apply for childcare leave to care for children of any age under the provisions of General Leave.
- 5.7.3 Employees on leave under this Article may continue their insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

## ARTICLE 6 - GROUP INSURANCE PROGRAMS

- 6.1 The District agrees to make available to eligible employees (employed more than 4 hours per day), the following insurance programs and provide as of October 1 of each year, an insurance benefit amount equivalent to the amount provided by the State for K-12 classified employees on a one (1) FTE basis per month per eligible employee. Such amount shall be updated each December for a twelve-month period beginning January 1 and ending December 31. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts.
- 6.2 Dental Insurance - The District shall pay for eligible employees the full premium necessary to fund district administered dental insurance plans covering the employee, spouse, and dependents. The general provisions of the plan coverage, including exclusions, limitations, and procedures will be included in a District publication developed by the Health Benefits Committee which will be available on the District website; copies will be available upon request. The District shall make contributions toward dental insurance premiums for eligible employees for the following programs:
- A) Northshore Dental Plan – administered by Zenith American Solutions
  - B) Willamette Dental Plan – administered by AON Hewitt WEA Select
- 6.3 Vision/Hearing Insurance - The District shall pay for eligible employees the full premium to fund a district administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the Health Benefits Committee which will be available on the District website; copies will be available upon request.
- 6.4 Life Insurance - The District shall pay for eligible employees the full premium for the employee's basic term life insurance including an accidental death and dismemberment policy in an amount equal to the employee's contracted base annual salary.

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

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

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

6.6.1 Cancer Insurance - The District agrees to make available at employee expense the American Fidelity Assurance Company cancer insurance program.

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

- A) Regence Blue Shield – Choice Plan
- B) Regence Blue Shield – Standard Plan
- C) Regence Blue Shield – Value Plan
- D) Regence Blue Shield – High Deductible Plan
- E) Group Health Cooperative of Puget Sound

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

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

- A) The District shall calculate the premium for each eligible employee from a single-rate premium schedule provided by the insurance carriers based on the family category selected by the employee.
- B) In the event the eligible employee's total insurance cost including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.
- C) For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a district-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose cost exceeds the insurance benefit amount per month. Additionally, for these employees, the statemandated “out-of-pocket” monthly deduction will also be deposited into this pool.

- D) The pool amount shall be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage shall be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount. The estimated employee deduction and pool share shall be adjusted annually to distribute the pool equitably.
- 6.8 Other Insurance Programs - The District shall participate in other insurance programs as required by law, e.g., Workers' compensation and Unemployment Compensation.
- 6.9 Credit Union Deductions - At the option of an employee, the District shall deduct from his/her monthly salary, and deposit directly with the Washington School Employees' Credit Union or Mountain Crest Credit Union an amount designated by the employee. After determination of the initial amount to be deducted and deposited, the employee shall be limited to one request to change the designated amount during the fiscal year.
- 6.10 Retirement Program - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee information concerning PERS or SERS membership benefits.
- 6.11 District Health Benefits Committee - The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.
- 6.12 Annual Insurance Coverage - The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1 and ending September 30, although the premium and benefit amount shall be adjusted each December for a January 1 through December 31 annual period.
- 6.13 New Employee Insurance Program - New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun prior to the 15th and enrollment is accomplished on or before the 15th. Employees who begin work after the 15<sup>th</sup> of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.
- 6.14 Terminating Employee Coverage - If an employee terminates his/her employment, insurance shall continue to the end of the following month in which termination occurred.
- 6.15 Tax Deferred Annuities - The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.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.

- 6.16 Alternate Pre-Tax Deduction-Section 125-Internal Revenue Service, Code Section 125 - In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service, Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and non-reimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for healthcare reimbursements and dependent care expenses will be passed directly back into the health benefits program.
- 6.17 Health Reimbursement Plan (VEBA) - The District and Association will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.
- 6.18 Deferred Compensation Plan - In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly warrant on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.
- 6.19 Health Savings Account (HSA) – The District shall establish a Health Savings Account plan providing for pre-tax payroll deductions by the employee which conforms to the Internal Revenue Service Code for employees who qualify for, and are enrolled in, a Qualified High Deductible Health Plan (HDHP). All contributions are owned by the employee and can be rolled over and accumulated year to year.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Scope  
The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the Agreement.
- 7.2 Definition  
A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

### 7.3 Procedure

An employee may institute a grievance and may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

#### 7.3.1 STEP ONE:

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

#### 7.3.2 STEP TWO:

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

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

#### 7.3.3 STEP THREE:

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

The District and the Union shall appoint their representative to the arbitration committee within seven (7) working days of receipt of the grievance from STEP TWO. If the District representative and the Union representative are unable to agree

on a third member within twenty-one calendar days of their appointment to the committee, then the Public Employment Relations Commission shall appoint the third member.

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

7.3.4 If the employee does not pursue the grievance to the next step within the prescribed time limits, it shall be presumed resolved. If the District does not respond within the time limits at any one of the steps it shall automatically move the grievance to the next step.

7.3.5 Nothing in this Article shall preclude the employer and/or the Union from instituting a grievance.

#### ARTICLE 8 - MANAGEMENT RIGHTS

8.1 Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the Employer's inherent and traditional right to manage its respective business as has been its practice in the past. The Union recognizes the right of the Employer to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees--the right (which shall be exercised as provided in the paragraph relating to termination of employment) to layoff, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

8.2 The exercise of the Employer's rights stated herein is an exclusive function of management. The exercise of the Management Rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.

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

#### ARTICLE 9 - COMPENSATION

##### 9.1 Salary Schedule

Employees shall be paid according to the salary schedule as displayed in Appendix A to this Agreement. Effective September 1, 2015, the District shall increase the 2015-2016 rates in Appendix A by the percentage enacted by the Washington State Legislature for K-12 Cost of Living Adjustment for classified staff. Effective September 1, 2016, the District shall increase the 2016-2017 rates in Appendix A by the percentage enacted by the

Washington State Legislature for K-12 Cost of Living Adjustment for classified staff. Salary incremental costs to the District shall be in addition to any authorized and funded state increases unless precluded by law. The union may request the District to complete a salary survey of comparison districts during the term of this agreement.

9.1.1 Initial salary placement for new hires shall be determined by the District after review of any reported previous custodial experience the new hire might have had. Similar experiences will be treated by the District consistently and within salary compliance restrictions, if applicable.

9.2 Premium Pay

Any employee required to take schooling or any other job-related training shall be paid their regular hourly rate for such schooling. In overtime situations, the employee shall receive one and one-half (1-1/2) times their regular hourly rate.

9.3 Increments

Employees shall receive the appropriate step increases effective September 1st of each year; provided that employees new to the District shall work one-half or more of the first year to earn the first step increase.

9.4 In recognition of the added expense incurred by the employee due to work related wear and tear on clothing, each employee shall on or before October 1 of each year of the contract receive as compensation subject to withholding four-hundred dollars (\$400). New employees hired after September 1 but before March 1 of a given year will receive a pro rata portion of the \$400 clothing allowance for that fiscal year based on their start dates. New employees hired after March 1 will not receive any portion of the clothing allowance until the allowance is paid the succeeding fiscal year.

9.5 Wage increases

For the 2016-17 school year, the hourly wage rate for each classification on Appendix A will be increased by 3%. For the 2017-18 school year, the hourly wage rate for each classification on Appendix A will be increased by 2.5%. Additionally, in the event the Legislature authorizes and funds a specific salary/wage increase for the 2016-17 and 2017-18 school years for classified employees above the current compensation funded and agreed upon for Northshore School District, the parties agree to amend Appendix A for the limited purposes of passing through the authorized and funded salary wage increases to each classification contained in Appendix A.

ARTICLE 10 - WORK STOPPAGES

10.1 Strikes

The Pacific Northwest Regional Council of Carpenters and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

Notwithstanding the above paragraph, it shall not be a violation of this Agreement for an employee covered by this Agreement to refuse to cross a primary picket line established by a labor organization which holds a current labor agreement with Northshore School District #417, PROVIDED:

- a) The purpose of the picketing is lawful and the picketing is conducted by a labor organization whose members are currently engaged in an economic strike;
- b) The picketing is not contrary to or in violation of any valid law;
- c) The picketing and/or refusal to cross said picket line does not endanger the health or safety of any individual;
- d) The District has been given written notice of PNWRCC's sanction of said picketing.

10.2 Lockouts

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

ARTICLE 11 - SUBCONTRACTING

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

ARTICLE 12 – BUILDING USE

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

ARTICLE 13 - EMPLOYEE RIGHTS

- 13.1 If at any level the District determines to bring disciplinary action other than verbal reprimand against any employee for any reason, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.
- 13.2 Employees shall, upon request, have the right to inspect the contents of their complete personnel files kept within the District and attach their own written comments to any

material therein. Upon request, a copy of any documents contained in their files shall be afforded to the employee at cost. Unauthorized persons shall not have access to employee files or other personal data relating to his/her employment.

- 13.3 The District shall provide comprehensive liability insurance that will hold harmless and defend, as agents of the District, each employee of the District from claims for damages caused or alleged to have been caused in whole or in part by the employee while performing his/her duties in the District; provided that the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

#### ARTICLE 14 - CONDITIONS OF THE AGREEMENT

14.1 Separability

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

14.2 Termination and Renewal

14.2.1 This Agreement shall be effective September 1, 2015 through August 31, 2018, and shall remain in full force and effect from year to year unless either party to this Agreement serves notice as provided herein.

14.2.2 During the term of this Agreement, the parties agree to incorporate the recommendations of the District's Health Benefits Committee as amendments to this Agreement. The parties reserve the right to open on any topic contained herein when there is joint agreement to do so.

14.2.3 This Agreement or any provisions hereunder may be extended by mutual written agreement of the parties; otherwise, it shall expire August 31, 2018.

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

**2015-2018 Collective Bargaining Agreement  
between  
Northshore School District No. 417  
and  
Pacific Northwest Regional Council of Carpenters**

**SIGNATURE PAGE**

**For the Union:**

**For the District:**

\_\_\_\_\_  
Jimmy Osborne, Contract Administrator

\_\_\_\_\_  
Doug Hale, Director of Human Resources

\_\_\_\_\_  
Larry Francois, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
 NORTHSHORE SCHOOL DISTRICT NO. 417  
 2015-2016 (3% Market Adjustment, 3% Cost of Living Adjustment)  
 CUSTODIAN SALARY SCHEDULE

**SCHEDULE 61**  
**Effective September 01, 2015**

Experience Steps		01	02	03	04	05	06	15
Custodian	Annual	33,319	34,319	35,349	36,409	37,501	38,626	39,785
	Hourly	16.0188	16.4995	16.9947	17.5043	18.0293	18.5702	19.1274
Junior High Night Lead	Annual	36,318	37,408	38,530	39,686	40,877	42,103	43,366
Woodmoor Night Lead	Hourly	17.4606	17.9846	18.5240	19.0798	19.6524	20.2418	20.8490
Elementary Facility Mgr	Annual	36,817	37,922	39,060	40,232	41,439	42,682	43,962
	Hourly	17.7005	18.2317	18.7788	19.3423	19.9226	20.5202	21.1356
Westhill/Sorenson Facility Mgr	Annual	37,317	38,437	39,590	40,778	42,001	43,261	44,559
Administration Facility Mgr	Hourly	17.9409	18.4793	19.0337	19.6048	20.1928	20.7986	21.4226
Junior High Facility Mgr	Annual	38,317	39,467	40,651	41,871	43,127	44,421	45,754
High School Night Lead	Hourly	18.4216	18.9745	19.5438	20.1303	20.7341	21.3563	21.9971
Woodmoor Facility Mgr								
High School Facility Mgr	Annual	39,983	41,182	42,417	43,690	45,001	46,351	47,742
	Hourly	19.2226	19.7990	20.3928	21.0048	21.6351	22.2841	22.9529
Coordinator, Cust Svcs	Annual	46,647	48,046	49,487	50,972	52,501	54,076	55,698
Facility Specialist - Perf Arts Center	Hourly	22.4264	23.0990	23.7918	24.5058	25.2409	25.9981	26.7779

Longevity step will be given in September following the COMPLETION of the 15th year.

Approved by the Board of Directors on: October 13, 2015

For the 2016-17 school year, the hourly wage rate for each classification on Appendix A will be increased by 3%. For the 2017-18 school year, the hourly wage rate for each classification on Appendix A will be increased by 2.5%. Additionally, in the event the Legislature authorizes and funds a specific salary/wage increase for the 2016-17 and 2017-18 school years for classified employees above the current compensation funded and agreed upon for Northshore School District, the parties agree to amend Appendix A for the limited purposes of passing through the authorized and funded salary wage increases to each classification contained in Appendix A.

APPENDIX A  
 NORTHSHORE SCHOOL DISTRICT NO. 417  
 2016-2017 (Initial – 3% Market Adjustment)  
 CUSTODIAN SALARY SCHEDULE

**SCHEDULE 61**  
**Effective September 01, 2016**

Experience Steps		01	02	03	04	05	06	15
Custodian	Annual	<b>34,319</b>	<b>35,349</b>	<b>36,409</b>	<b>37,501</b>	<b>38,626</b>	<b>39,785</b>	<b>40,979</b>
	Hourly	16.4995	16.9947	17.5043	18.0293	18.5702	19.1274	19.7014
Junior High Night Lead	Annual	<b>37,408</b>	<b>38,530</b>	<b>39,686</b>	<b>40,877</b>	<b>42,103</b>	<b>43,366</b>	<b>44,667</b>
Woodmoor Night Lead	Hourly	17.9846	18.5240	19.0798	19.6524	20.2418	20.8490	21.4745
Elementary Facility Mgr	Annual	<b>37,922</b>	<b>39,060</b>	<b>40,232</b>	<b>41,439</b>	<b>42,682</b>	<b>43,962</b>	<b>45,281</b>
	Hourly	18.2317	18.7788	19.3423	19.9226	20.5202	21.1356	21.7697
Westhill/Sorenson Facility Mgr	Annual	<b>38,437</b>	<b>39,590</b>	<b>40,778</b>	<b>42,001</b>	<b>43,261</b>	<b>44,559</b>	<b>45,896</b>
Administration Facility Mgr	Hourly	18.4793	19.0337	19.6048	20.1928	20.7986	21.4226	22.0654
Junior High Facility Mgr	Annual	<b>39,467</b>	<b>40,651</b>	<b>41,871</b>	<b>43,127</b>	<b>44,421</b>	<b>45,754</b>	<b>47,127</b>
High School Night Lead	Hourly	18.9745	19.5438	20.1303	20.7341	21.3563	21.9971	22.6572
Woodmoor Facility Mgr								
High School Facility Mgr	Annual	<b>41,183</b>	<b>42,418</b>	<b>43,691</b>	<b>45,002</b>	<b>46,352</b>	<b>47,743</b>	<b>49,175</b>
	Hourly	19.7995	20.3933	21.0053	21.6356	22.2846	22.9534	23.6418
Coordinator, Cust Svcs	Annual	<b>48,047</b>	<b>49,488</b>	<b>50,973</b>	<b>52,502</b>	<b>54,077</b>	<b>55,699</b>	<b>57,370</b>
Facility Specialist - Perf Arts Ce	Hourly	23.0995	23.7923	24.5063	25.2413	25.9986	26.7784	27.5817

Longevity step will be given in September following the COMPLETION of the 15th year.

Approved by the Board of Directors on: October 13, 2015

APPENDIX A  
 NORTHSHORE SCHOOL DISTRICT NO. 417  
 2017-2018 (Initial – 2.5% Market Adjustment)  
 CUSTODIAN SALARY SCHEDULE

**SCHEDULE 61**  
**Effective September 01, 2017**

Experience Steps		01	02	03	04	05	06	15
Custodian	Annual	<b>35,177</b>	<b>36,232</b>	<b>37,319</b>	<b>38,439</b>	<b>39,592</b>	<b>40,780</b>	<b>42,003</b>
	Hourly	16.9120	17.4192	17.9418	18.4803	19.0346	19.6058	20.1938
Junior High Night Lead	Annual	<b>38,343</b>	<b>39,493</b>	<b>40,678</b>	<b>41,898</b>	<b>43,155</b>	<b>44,450</b>	<b>45,784</b>
Woodmoor Night Lead	Hourly	18.4341	18.9870	19.5567	20.1433	20.7476	21.3702	22.0115
Elementary Facility Mgr	Annual	<b>38,871</b>	<b>40,037</b>	<b>41,238</b>	<b>42,475</b>	<b>43,749</b>	<b>45,061</b>	<b>46,413</b>
	Hourly	18.6880	19.2486	19.8260	20.4207	21.0332	21.6639	22.3139
Westhill/Sorenson Facility Mgr	Annual	<b>39,398</b>	<b>40,580</b>	<b>41,797</b>	<b>43,051</b>	<b>44,343</b>	<b>45,673</b>	<b>47,043</b>
Administration Facility Mgr	Hourly	18.9413	19.5096	20.0947	20.6976	21.3188	21.9582	22.6168
Junior High Facility Mgr	Annual	<b>40,454</b>	<b>41,668</b>	<b>42,918</b>	<b>44,206</b>	<b>45,532</b>	<b>46,898</b>	<b>48,305</b>
High School Night Lead	Hourly	19.4490	20.0327	20.6337	21.2529	21.8904	22.5471	23.2236
Woodmoor Facility Mgr								
High School Facility Mgr	Annual	<b>42,212</b>	<b>43,478</b>	<b>44,782</b>	<b>46,125</b>	<b>47,509</b>	<b>48,934</b>	<b>50,402</b>
	Hourly	20.2942	20.9029	21.5298	22.1755	22.8409	23.5260	24.2317
Coordinator, Cust Svcs	Annual	<b>49,248</b>	<b>50,725</b>	<b>52,247</b>	<b>53,814</b>	<b>55,428</b>	<b>57,091</b>	<b>58,804</b>
Facility Specialist - Perf Arts Ce	Hourly	23.6769	24.3870	25.1188	25.8721	26.6481	27.4476	28.2712

Longevity step will be given in September following the COMPLETION of the 15th year.

Approved by the Board of Directors on: October 13, 2015

APPENDIX B  
EMPLOYEE ATTENDANCE INCENTIVE PROGRAM

PROCEDURES

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

- 2) Subtracting therefrom the number of illness or injury days used by the employee during the previous calendar year.
- 3) The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.
  - d) Illness or injury leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible illness or injury leave.
  - e) The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
  - f) Partial days of eligible illness or injury leave shall be converted on a pro rata basis.
  - g) All illness or injury leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness or injury leave balance.
- 3) Conversion of illness or injury leave upon separation from employment due to retirement or death
  - a) Each person who is employed by the District and who subsequently terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused illness or injury leave days to monetary compensation pursuant to RCW 28A.400.210.
- 4) Post-retirement medical reserve trust account

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

## APPENDIX C

### EVALUATION GUIDELINES

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

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

**LETTER OF UNDERSTANDING**  
**between the**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**  
**and**  
**NORTHSHORE SCHOOL DISTRICT NO. 417**

Regarding Northshore Youth Basketball Association

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

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

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

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

1. Be responsible for facility setup and breakdown tasks, including necessary clean-up associated with the NYBA's use.
2. Be expected to monitor the school's campus for security and safety issues and implement corrective action.
3. Be charged with the duty of monitoring restroom areas which are open and to clean such, if needed.
4. During the lunch period of the NYBA, sweep the gym area.
5. Wear the District provided event clothing or District identifiable standardized clothing to help facilitate for patrons a District presence and identifiable authority in case of emergency or while providing supervision.
6. Be paid consistent with Article 2.4.

By: (print name) \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Human Resources

Title: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Signature: \_\_\_\_\_

Address: 3330 Monte Villa Parkway

\*Executive Assistant: \_\_\_\_\_

Bothell, WA 98021

\*Contract Administration: \_\_\_\_\_

Phone: (425) 408-7605

Fax: (425) 408-7625

\* Required Signers

**LETTER OF UNDERSTANDING**  
**between the**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**  
**and**  
**NORTHSHORE SCHOOL DISTRICT NO. 417**

This Letter of Agreement is by and between the NORTHSHORE SCHOOL DISTRICT (hereafter referred to as "District"), and PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS (hereafter referred to as "Union"), and is hereby supplemental to the 2015 – 2018 Collective Bargaining Agreement between the District and the Union.

THE DISTRICT AND THE UNION AGREE TO THE FOLLOWING:

1. When a site is undergoing a capital remodel/construction project, a stipend in the amount of \$100 per month will be paid to the facility manager assigned at the site during the term of the project, commencing with the month that the notice to proceed is issued, and until the notice of substantial completion is issued.
2. Additionally, the site will be allotted construction/remodel overtime hours for custodians as described below to address needs that arise during the projects. Overtime hours will be assigned by the site's facility manager, consistent with usual overtime assignment practices:

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

This Letter of Agreement shall be in effect from September 1, 2015 until August 31, 2018, when the collective bargaining agreement expires.

By: (print name) \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Human Resources

Title: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Signature: \_\_\_\_\_

Address: 3330 Monte Villa Parkway

\*Executive Assistant: \_\_\_\_\_

Bothell, WA 98021

\*Contract Administration: \_\_\_\_\_

Phone: (425) 408-7605

Fax: (425) 408-7625

\* Required Signers

**LETTER OF UNDERSTANDING**  
**between the**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**  
**and**  
**NORTHSHORE SCHOOL DISTRICT NO. 417**

This Letter of Agreement between the Northshore School District No. 417 (District) and the Pacific Northwest Regional Council of Carpenters (Union) regarding substitute and temporary employees is supplemental to the 2015-2018 Collective Bargaining Agreement (Agreement) between the District and the Union.

WHEREAS, substitute employees under any circumstances are not currently represented by the Union and;  
 WHEREAS, the Agreement does not address or define the District’s use of temporary employees and;  
 WHEREAS, the District and the Union have a mutual desire to have a fair, equitable and predictable method of addressing the employment, compensation and representation of substitute and temporary employees;  
 THEREFORE, the parties agree to the following:

1. The District shall continue to use substitute employees to replace bargaining unit employees who are absent.
2. When a substitute employee has worked in excess of thirty (30) continuous work days in the same assignment for an absent employee, he or she will become a member of the bargaining unit for the duration of the assignment and will be entitled to limited coverage prospectively under this Agreement as follows:  
     Article 1 – Union Rights, Article 2 – Condition of Employment, Article 4 – Holidays and Vacation (on a pro-rata basis), Article 5 – Leaves, Sections 5.1, 5.2, and 5.3 (on a pro rata basis), Article 6 – Insurance, Article 7 – Grievances (through Step 2) and Article 8 – Management Rights, Article 9 – Compensation, Section 9.1, Article 10 – Work Stoppages, Article 13 – Employee Rights and Appendix A.
3. The District may use temporary employees for specific purposes for a period not to exceed forty-five (45) continuous work days, after which time the temporary employees shall be laid off. Temporary employees shall not be hired in lieu of or to avoid replacing regular employees. The District shall notify the Union of its use of temporary employees. Temporary employees will be paid pursuant to Schedule 95.
4. This Agreement shall be reviewed annually.

By: (print name) \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Human Resources

Title: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Signature: \_\_\_\_\_

Address: 3330 Monte Villa Parkway

\*Executive Assistant: \_\_\_\_\_

Bothell, WA 98021

\*Contract Administration: \_\_\_\_\_

Phone: (425) 408-7605

Fax: (425) 408-7625

\* Required Signers

**LETTER OF UNDERSTANDING**  
**between the**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**  
**and**  
**NORTHSHORE SCHOOL DISTRICT NO. 417**

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Pacific Northwest Regional Council of Carpenters (Union) regarding a new classification, Facility Specialist—Performing Arts Center (position), is supplemental to the 2015-2018 Collective Bargaining Agreement (Agreement) between the District and the Union.

The District and the Union agree to the following:

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

By: (print name) \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Human Resources

Title: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Signature: \_\_\_\_\_

Address: 3330 Monte Villa Parkway

\*Executive Assistant: \_\_\_\_\_

Bothell, WA 98021

\*Contract Administration: \_\_\_\_\_

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