

Collective Bargaining Agreement

between

Northshore School District No. 417

and

**Pacific Northwest Regional
Council of Carpenters**

(Representing Maintenance Employees)

September 1, 2019 through August 31, 2022

Table Of Contents

PREAMBLE	2
1.00 RECOGNITION, EMPLOYEE GROUP RIGHTS AND ADMINISTRATION	2
2.00 DEFINITIONS	3
3.00 BUSINESS.....	4
4.00 SEVERABILITY	4
5.00 STATUS AND APPLICATION OF THIS AGREEMENT	4
6.00 MAINTENANCE OF STANDARDS	4
7.00 UNION RIGHTS/MEMBER RIGHTS.....	5
8.00 MANAGEMENT RIGHTS	6
9.00 SUBCONTRACTING	6
10.00 WORK WEEK/WORK DAY.....	6
11.00 PERSONNEL FILES	9
12.00 NEW EMPLOYEE PROBATION	10
13.00 NON-DISCRIMINATION AND CITIZENSHIP RIGHTS.....	10
14.00 PLACEMENT AND EVALUATION	10
15.00 CHANGE OF STATUS.....	11
16.00 TERMINATION OF EMPLOYMENT/DUE PROCESS	14
17.00 EMPLOYEE PROTECTION	15
18.00 HOLIDAYS AND VACATIONS.....	16
19.00 RETIREMENT	18
20.00 LEAVES, INJURY AND EMERGENCY LEAVE.....	18
21.00 PERSONAL LEAVE	19
22.00 BEREAVEMENT LEAVE.....	19
23.00 GENERAL LEAVE	20
24.00 LEGAL, MILITARY SERVICE AND JURY DUTY LEAVE	20
25.00 CHILDBIRTH/CHILDCARE/ADOPTION LEAVE	21
26.00 PAID FAMILY MEDICAL LEAVE (PFML)	22
27.00 COMPENSATION	22
28.00 ATTENDANCE INCENTIVE PROCEDURES.....	23
29.00 INSERVICE TRAINING.....	23
30.00 GRIEVANCE PROCEDURE.....	23
31.00 HEALTH AND WELFARE-GROUP INSURANCE PROGRAMS	27
32.00 WORK STOPPAGE.....	30
33.00 DURATION OF AGREEMENT	30
 MEMORANDA OF UNDERSTANDING.....	 31
 SIGNATURE PAGE.....	 32
 APPENDIX A SALARY SCHEDULE 2019 - 2020	 33
APPENDIX A-1 INITIAL SALARY SCHEDULE 2020 - 2021	34
APPENDIX A-2 INITIAL SALARY SCHEDULE 2021 - 2022	35
APPENDIX B – ATTENDANCE INCENTIVE PROGRAM	36

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT NO. 417
AND
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

EFFECTIVE DATE: SEPTEMBER 1, 2019 – AUGUST 31, 2022

PREAMBLE

This Agreement is made and entered into by and between Northshore School District #417 (hereinafter designated as the District) and the Pacific Northwest Regional Council of Carpenters (hereinafter designated as the Union) for the purpose of governing labor relations pursuant to RCW 41.56. (Public Employees Collective Bargaining Act). The purpose of this Agreement is to establish salary schedules, hours of work and terms and conditions of employment. The Union shall have the full authority to represent those employees represented under this Agreement for all bargaining and contract maintenance.

1.00 RECOGNITION, EMPLOYEE GROUP RIGHTS AND ADMINISTRATION

1.1 Recognition

1.1.1 The District recognizes Union as the P.E.R.C. certified bargaining representative for all full-time and regular part-time maintenance employees, excluding supervisors, as defined by P.E.R.C., confidential employees and all other employees of the District.

1.2 Bargaining Status

1.2.1 The District agrees to recognize the Union as bargaining agent for the maintenance employees, as described in Section 1.1, with respect to wages, hours, work conditions and adjustment of grievances.

1.3 Negotiating Committee

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

1.4 Distribution of Agreement

1.4.1 Following adoption of this Agreement, the District shall print this Agreement for distribution to all employees covered under the terms and conditions of this agreement. The cost of the printing shall be borne by the District.

- 1.4.2 The Union shall distribute to each employee a copy of this Agreement within thirty (30) days of adoption by the District. Twenty additional copies shall be provided to the Union.
- 1.4.3 All employees new to the District shall be provided a copy of the Agreement by the District upon employment and such Agreement shall be available for perusal by all applicants for classified positions.

2.00 DEFINITIONS

- 2.1 **District or Employer** - Northshore School District #417.
- 2.2 **Employee** - All full-time and part-time (temporary and substitute employees following ninety (90) days of employment) Maintenance employees represented by the Union.
- 2.3 **Union** – Pacific Northwest Regional Council of Carpenters.
- 2.4 **41.56 RCW** - Washington State Bargaining Act for Classified Public Employees.
- 2.5 **PERC** - Public Employment Relations Commission.
- 2.6 **New Employees** - "New employees" shall refer to those employees who have yet to satisfactorily complete their probationary period as defined in Article 12, New Employee Probation.
- 2.7 **Substitute** - Persons hired as temporary replacement to cover emergency situations or employee absences or vacations. Substitutes will not be hired in lieu of or to avoid the hiring of regular employees.
- 2.8 **Temporary Employee** - Persons hired for a limited period of time to assist the District during peak work periods. An individual hired on a temporary basis for a period of more than ninety (90) continuous work days (including replacing a permanent employee on leave) shall be entitled to limited coverage under this Agreement as follows: Employee rights in Articles 1, 2, 3, 4, 5, 6, 10, 11, 13, 17, 20 (on a prorated basis without accumulation), 26 (through 26.2.1), 29 (through step 2), 31, 32, and Appendices A and B (as limited).
- 2.9 **Apprentice Employees** - Apprentices are those employees who are registered with the State of Washington and are participating in a State approved training program administered by a State approved joint labor-management committee.
- 2.10 **Days** - shall mean working days unless otherwise stated.

3.00 BUSINESS

3.1 Union Security and Dues Deductions

- 3.1.1 The District will make a payroll deduction for Union dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- 3.1.2 Prior to the beginning of each school year, the Union will give written notice to the District of the dollar amount of dues and assessments required of an Union member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Union all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.
- 3.1.3 The Union will refund to the District any amounts paid to it in error.

4.00 SEVERABILITY

- 4.1 In the event any provision of this Agreement shall be declared invalid by any Court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

5.00 STATUS AND APPLICATION OF THIS AGREEMENT

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

6.00 MAINTENANCE OF STANDARDS

- 6.1 It is not the intent of this Agreement to eliminate any existing practice that is deemed beneficial to an employee but is not specifically addressed under the terms and condition of this Agreement.

7.00 UNION RIGHTS/MEMBER RIGHTS
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- 7.1 The District agrees to furnish to the Union in response to reasonable request from time-to-time all available information normally produced in the course of business concerning information that shall assist the Union in developing programs on behalf of the employees.
- 7.2 The Union Representative may have access to all buildings covered by this Agreement to discharge his/her duties as the Union Representative; PROVIDED, the office of the Director of Support Services is notified in advance, and PROVIDED FURTHER, that the employees are not disturbed in the performance of their duties.
- 7.3 The Union shall have the right to use District buildings for meetings to transact Union business in accordance with District policy, procedures, rules and regulations governing the public use of buildings.
- 7.4 The Union shall have the right to use the normal District mail facilities for communication with its members.
- 7.5 Released time granted for negotiations, when scheduled during the workday, will be in addition to this provision.
- 7.6 Generally, shop meetings will be held on a regular basis throughout the year and scheduled to occur during the workday, if such is not disruptive. At any shop meeting, an employee shall be free to add to the agenda concerns of general application to shop employees. Notice of shop meetings shall be given generally at least two days in advance.
- 7.7 The Union shall advise the District of the name or names of Shop Stewards currently elected or appointed. After such notice and in the event a Shop Steward is to be transferred or terminated by the District, the District will give at least seven (7) work days notice in advance to the Union of the personnel action.
- 7.8 The District shall grant up to a total of three (3) days of release time per year to Shop Stewards of the Union for the purpose of attending leadership training sessions and the Union reimburses the District for loss of salary.
- 7.9 Shop Stewards on behalf of the Union shall have the authority to represent employees in the processing of complaints or grievances as set forth in the grievance procedure. The District understands that Shop Stewards are agents of the Union, but that the agents' decisions in resolving grievance matters are subject to Union approval.
- 7.10 The District and the Union shall establish a joint Labor-Management Committee, which shall facilitate communications between the parties to improve labor relations and to resolve issues as they arise by providing a structured forum, but not as part of the grievance procedure or collective bargaining process. The parties agree to schedule

meetings on an as needed basis at mutually agreeable times and locations. The meetings shall be controlled by a mutually agreed upon agenda.

8.00 MANAGEMENT RIGHTS

- 8.1 Except as abridged by specific provisions of this Agreement, the Union recognizes the District's right to manage the District's business as has been its practice in the past. This recognition includes the right of the District to hire, suspend, transfer, promote, or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the Article hereof relating to termination of employment) to lay off, 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.
- 8.2 The exercise of the District's rights stated herein is an exclusive function of management. The exercise of the Management's rights stated herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement in the opinion of the Union.
- 8.3 The above statement of management rights is not intended to be exclusive.

9.00 SUBCONTRACTING

- 9.1 The District will continue to assign employees work they have customarily performed.
- 9.2 The District agrees not to employ part-time employees or contract work for the purpose of reducing the number of full-time regular employees covered by this Agreement.

10.00 WORK WEEK/WORK DAY

10.1 Work Day/Work Week

- 10.1.1 **Work Day**: The standard workday shall consist of eight and one half consecutive hours. Each employee will receive a forty (40) minute lunch period, thirty (30) minutes of which is on the employee's own time, including travel time, as near the middle of the shift as practical, and shall receive a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as practical.

- 10.1.2 **Work Week:** A standard work week shall consist of five (5) consecutive days, Monday through Friday, except by mutual agreement between the employee and the Supervisor to a different five consecutive days.
- 10.1.3 **Work Shifts:** The first shift shall be scheduled to commence and be completed between 6:00 A.M. and 5:00 P.M. A second shift, when needed by the District, shall be scheduled to commence and be completed between Noon and 11:00 P.M.
- 10.1.4 **Shift Assignments:** Shifts will have a standard workweek and shall last at least two weeks in duration before a change to the other shift. In the event the District determines to change the number of employees on a given shift, the district will first solicit volunteers. If none are found, the qualified employee(s) with the least seniority shall have their shift changed as needed.
- 10.1.4.1 At all other times, employees desiring to make a change in shifts must apply for the open position for which they are qualified in order to change shifts. The posting of any position will designate the position's shift.
- 10.1.5 **Shift Premium:** Employees scheduled and who work a second shift shall receive a shift premium of ten percent (10%) of the regular hourly rate additional per hour worked on a second shift.
- 10.1.6. **Temporary Changes:** Individual employees have the right to suggest to their supervisor temporary changes in their shift starting and ending times to facilitate working in a classroom to perform scheduled work when students are not present. Employees who experience changes in personal circumstances, which can reasonably be accommodated by an adjustment to their shift times, have the right to request such of their immediate supervisor. In acting upon such requests, the Supervisor has the sole discretionary right to determine how, if at all, the shift can be adjusted such that the delivery of services is not hampered. The parties to this Agreement may mutually agree to schedule a non-standard work week which could consist of ten (10) hours per day for four days.

10.2 **Overtime**

- 10.2.1 Any hours worked in excess of the normal hours per day for each shift as stated in Section 10.1 will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.
- 10.2.2 Any work performed in excess of forty (40) hours during the work week or on the sixth (6th) consecutive day will be considered overtime to be paid at the rate of time and one-half (1-1/2) time the regular hourly rate.

10.2.3 Any work performed on the seventh (7th) consecutive day or on Sunday, or on a Holiday, will be paid for at two (2) times the regular hourly rate.

10.2.4 By mutual agreement, compensatory time at the same rate of accumulation may be used in lieu of overtime pay.

10.3 **Premium Pay**

10.3.1 Maintenance employees who report to work on unscheduled district-wide school closure dates, i.e. inclement weather closures, shall receive one and half times the employee's regular hourly wage rate for all hours worked on these days. In recognition of this additional pay, employees will be required to participate in efforts to prepare the school to reopen the following day, i.e. snow removal, clearing walkways and parking lots, etc.

10.4 **Call Back Service**

10.4.1 Emergency call back service for employees will be paid for at the overtime rate of not less than four (4) hours.

10.4.2 For specific, prearranged duties, planned call back service for employees will be paid at the overtime rate of not less than two (2) hours. Planned call back shall be mutually agreed upon between the District and the employee(s).

10.4.3 The four (4) hour and two (2) hour minimum apply only when an employee is called back and such is not contiguous with their scheduled shift.

10.4.4 Overtime required of an employee immediately before or after regular hours will not be covered by these call back provisions.

10.5 **Special Equipment/Uniform Provisions**

10.5.1 All special equipment shall be furnished by the District who shall be the judge as to the need of such special equipment.

10.5.2 Each employee shall be responsible for providing their own work appropriate clothing or work-related footwear appropriate to their job duties. The District shall provide raingear, respirators and required safety clothing and equipment as needed by job requirements, including six (6) pairs of coveralls for painters, roofers and welders; and gloves for painters, roofers, plumbers, and welders.

10.5.2.1 Each employee shall, on or before October 1 of each year of the contract, receive as compensation subject to withholding five hundred and fifty dollars (\$550) to offset normal wear of work related clothing (including pants and footwear).

10.5.2.2 An on-the-job, verifiable incident that renders an employee's work appropriate clothing unusable and not reasonably repairable will make the employee eligible for a replacement item of clothing. Submission of the damaged item of clothing to the Department Supervisor with supportive evidence for verification of the incident or circumstances involved in the damage to the clothing item shall be the first step of the replacement process. The District shall replace the item once confirmed as qualifying for replacement as soon as possible but consistent with the budget year cycle. At no time shall the replacement cost impact the allotment total of Section 10.4.2.1.

10.5.3 The District shall furnish other appropriate clothing or safety equipment, like rubber boots and respirators, when requiring an employee to work in a health and safety hazard situation.

10.5.4 Employees may request or the District may require training in the proper and safe application of specific products and equipment. Such training, when provided, will be at district expense. Non-required training will be provided at district expense when there is mutual agreement between the employee and the District.

10.6 **Working with asbestos**

10.6.1 The District will pay time and one-half (as defined in Section 10.2) during the period workers are suited up and will include a reasonable set-up and clean-up period.

10.6.2 Training will be offered to other employees. Employees interested in such training shall notify their supervisor.

10.6.3 The District will provide necessary equipment as required in working with asbestos.

11.00 PERSONNEL FILES

11.1 Employees shall upon request have the right to inspect the contents of their complete personnel files kept within the District and to attach their own written comments to any materials therein. Upon request, a copy of any documents contained in the personnel files shall be afforded the employee at cost.

11.2 At the employee's request, a witness may be present in this review and employee generated inventory sheets or materials included within a personnel file will, upon request, be initialed by the Superintendent's Office or designee.

11.3 Any reference that could form the basis of a disciplinary or adverse action against an employee shall not be placed in the employee's personnel file without his/her

knowledge. Such notices shall be removed from an employee's personnel file three (3) years from date of notice. The District may review the removal of notices after eighteen (18) months of placement, if requested by the employee.

12.00 NEW EMPLOYEE PROBATION

- 12.1 A probationary period for all new employees of one hundred eighty (180) calendar days will normally be required.
- 12.2 Termination procedures provided herein are not applicable for new employees during their probationary period.
- 12.3 New employees shall be entitled to all other provisions of this Agreement.

13.00 NON-DISCRIMINATION AND CITIZENSHIP RIGHTS

- 13.1 Both the Union and the District agree there shall be no discrimination against any employee or applicant for employment by reason of age, sex, marital status, genetic information, sexual orientation including gender expression or identity, race, creed, color, religion, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW Public Employees Collective Bargaining Act.
- 13.2 There shall be no discrimination against any employee for utilization of the grievance procedure.

14.00 PLACEMENT AND EVALUATION

- 14.1 An employee's performance shall be evaluated at least once annually.
- 14.2 The Supervisor shall review his/her evaluation with the employee and shall afford the employee an opportunity to comment in writing on the evaluation. The employee shall sign the evaluation to testify only that it was shown to him/her and discussed with his/her supervisor.
- 14.3 The signed original shall be placed in the employee's personnel file in the Human Resources Office with a copy given to the employee and a copy retained in the Supervisor's office. No other copies of the evaluation shall be kept by the District.
- 14.4 Employees who are transferred or promoted to a different classification within the bargaining unit will be credited with their experience and seniority as earned in this bargaining unit.

15.00 CHANGE OF STATUS

15.1 **Seniority**

15.1.1 **Definitions**

15.1.1.1 **Seniority** - An employee's seniority shall be defined by the employee's length of continuous service in the bargaining unit.

15.1.1.2 **Assignment** - Assignment to a position shall be by placement, transfer or promotion.

15.1.1.3 **Placement** - Placement shall mean an employee's initial assignment to a position within the bargaining unit.

15.1.1.4 **Transfer** - Transfer shall mean an assignment of an employee to a position within the bargaining unit of one skill or trade from another position with a different skill or trade other than the initial assignment.

15.1.1.5 **Promotion** - Promotion shall mean an assignment of an employee to a position with the employee's current skill or trade which would result in an increase in the hourly rate of pay for the employee.

15.1.1.6 **Vacancy** - A vacancy shall be defined as a position without an employee assigned and determined by the District to be available.

15.1.2 Seniority shall govern in all layoffs, recalls, and vacation schedules of employees covered by this Agreement.

15.1.2.1 An employee's seniority shall be lost for the following reasons:

1. Resignation or retirement if not rehired within 12 months of the separation date.
2. Discharge for cause.
3. Failure to return to work in response to a call-back from layoff.

15.1.2.2 An employee's seniority shall not be lost but shall be adjusted for the following reasons:

1. Time spent on authorized unpaid leave of absence in excess of ten (10) consecutive days.
2. Time spent on layoff status as provided in this Agreement.
3. Resignation or retirement if rehired within 12 months of the separation date.

- 15.1.2.3 An employee's seniority shall not be lost or adjusted for the following reasons:
1. Time lost by reason of paid industrial injury leave.
 2. Time lost by reason of jury duty.
 3. Time lost for the purpose of serving in the Armed Forces of the United States.
- 15.1.3 Once a position is determined by the District to be vacant, the District shall post the position in all work locations for at least fourteen (14) calendar days. This posting shall occur within fourteen (14) calendar days of the vacancy being known to the District's Human Resources Office. Screening of applications and the scheduling of interviews shall generally occur within fourteen (14) days after the closing date on the posting, and the hiring decision will be made reasonably thereafter, contingent upon background investigations, reference checks and the Board of Director's meeting schedule.
- 15.1.4 Qualified employees in the bargaining unit will be given the opportunity to be interviewed first for vacancies, including supervisory positions, before outside applicants, provided such employees makes application with five (5) days of the posting of the vacancy. The filling of foreman and exempt supervisory positions shall not be subject to the provisions of Article 29, Grievance Procedure.
- 15.1.5 Employees shall make application to the District's Human Resources Office, in the manner prescribed in the posting. The employee's application shall set forth his/her qualifications for the vacant position.
- 15.1.6 The District shall determine an individual's qualifications using Job factors and Applicant factors. Job factors shall include consideration of those elements on the posting for the vacancy and specific job requirements. Applicant factors shall include consideration of the employee's past performance, training, work experience, and desire for the position. If two or more applicants are judged by the District to possess the qualifications for the job, then the employee with the greater seniority shall be granted the promotion or transfer.
- 15.1.7 In the event of a promotion, the employee shall be given a trial period not more than ninety (90) days in the new position. Prior to ninety (90) days the employee may be returned to the former or a comparable position if trial performance is not satisfactory. The employee shall receive the higher rate of pay during the trial period.
- 15.1.8 Upon request, a senior employee who is passed over the promotion or returned to a former or a comparable position will receive written notification of the reasons for such action.

- 15.1.9 Positions vacated due to an incomplete trial period need not be advertised.
- 15.1.10 The District reserves the right to use substitutes or temporary employees in posted positions as yet unfilled pending completion of the selection procedure.

15.2 **Layoff and Recall**

- 15.2.1 Layoffs will occur in reverse order of seniority within each skill area or classification.
- 15.2.2 The District has the legal responsibility to establish the educational programs, services, and staff in accordance with the District's basic educational goals and program continuity consistent with the financial resources available.
- 15.2.3 Every effort will be made to allow a reduction in the work force to occur through normal attrition, which will include resignation and termination and retirement.
- 15.2.4 Layoff and Recall will be by designated skill area which is defined as welder, plumber, journeyman electrician, apprentice electrician, carpenter, locksmith, painter, glazier, roofer, maintenance equipment repair person, maintenance helper, computer hardware support specialist and HVAC technician.
- 15.2.5 In the event of layoff, the District agrees to give each employee to be laid off at least two (2) weeks' notice of its intent to lay off.
- 15.2.6 An employee will be paid for accumulated vacation time when laid off for any days accumulated as followed in the vacation section of this Agreement.
- 15.2.7 Employees on layoff status may continue to participate in insurance programs consistent with federal C.O.B.R.A. if premiums are paid by the employee, subject to conditions of the insurance carriers.
- 15.2.8 A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.

15.3 **Re-employment Pool**

- 15.3.1 A re-employment pool shall be created from which terminated employees will have priority for available position vacancies. Those having the greatest seniority will receive first right to return for positions for which they are qualified.
- 15.3.2 Placement on the salary schedule upon return will be at the same level of experience as the person held when laid off. Accumulated sick leave and seniority accrued at the time of termination shall be returned.

- 15.3.3 Those employees terminated due to staff cut-backs will remain in the Re-employment Pool unless they notify the District they are no longer available for re-employment. The District shall continue the Re-employment Pool for one (1) full contract year following the layoff and until August 31 of the subsequent year. If an employee is not re-employed by August 31 of the subsequent year, said employee will be dropped from the Re-employment Pool.
- 15.3.4 Laid-off employees will first be called back by designated skill area from which employment was terminated. If a vacancy is open outside of the designated skill area and no qualified person remains in the Re-employment Pool, the District will offer employment to the senior person in the Re-employment Pool if the employee has training and/or experience in that skill area. The employee will have the option of accepting the new skill job or remaining in the Re-employment Pool.
- 15.3.5 Should a vacancy occur within the employee's former job classification, the employee shall have first right to return to said job previous to other employees being recalled from layoff, transferred or a new employee hired. An employee who declines recall to perform work for which they were designated shall forfeit their re-employment.
- 15.3.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to their current mailing address. A recalled employee shall be given at least ten (10) days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period.

15.4 **Temporary Reassignment**

- 15.4.1 Due to workload needs, employee absence or employee leave, the District may temporarily reassign employees to cover necessary work. If the reassignment is for three (3) days or more in a higher classification, the employee will receive pay for the higher classification and that pay will be retroactive to the first day on an hour-for-hour basis.

16.00 TERMINATION OF EMPLOYMENT/DUE PROCESS

- 16.1 Except in case of serious infraction, the District agrees to give each employee ten (10) days notice of its intent to terminate. Each employee shall give the District at least two (2) weeks notice of his/her intention to quit. The two (2) weeks' notice may be waived by mutual agreement.

- 16.2 The District agrees to follow a policy of progressive discipline with termination as a final and last resort. The District policy for progressive discipline may include the following:
- A) verbal warning
 - B) written warning
 - C) suspension and/or probation
 - D) discharge
- 16.3 No employee may be discharged, disciplined, or suspended except for just cause.
- 16.4 The Union shall promptly be notified by the District of any disciplinary actions of any employee. The Union shall have the right to have a representative at meetings pertaining to disciplinary actions involving written reprimand(s), suspension, termination, or probation. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- 16.5 Just cause for immediate suspension or discharge shall include, but is not limited to: gross insubordination; proven dishonesty; intoxication or substance abuse related to employment; immorality; excessive chargeable accidents, or a single chargeable severe accident; an employment related incident involving a violation of the law concerning firearms, weapons and other dangerous instruments; reckless or unauthorized use of District vehicles; or other types of conduct of a parallel magnitude. The District shall notify the Union and the employee in writing within five (5) working days of the date of the violation and the reasons for any disciplinary action.
- 16.6 Employees whose services are unsatisfactory may be placed on probation. Such probationary status shall be for specified reasons, recorded and made available to the employee. Written criteria for improvement and their reasonable time lines will be reviewed with and given to the employee. Periodic meetings will be held by the supervisor (or appropriate director) to review the probationary progress.
- 16.7 Any complaint or warning, either verbal or written, to be considered as valid, must be issued to the employee and the Union within ten (10) days after the occurrence of the violation claimed by the District.
- 16.8 Complaints or warnings not called to the attention of the employee or Union, pursuant to Section 16.7, shall not be used as the basis for disciplinary action against the employee.

17.00 EMPLOYEE PROTECTION

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

omission complained of, was acting within the scope of his/her employment under the direction of the District.

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

18.00 HOLIDAYS AND VACATIONS

18.1 **Holidays**

- 18.1.1 Regular 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, President's Day, Memorial Day, Veteran's 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.
- 18.1.2 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday; PROVIDED, that if school is in session on the Friday preceding or Monday following, a compensatory day of vacation shall be given in lieu of that holiday.
- 18.1.3 Work performed on holidays shall be paid at two (2) times the regular rate of pay in addition to the above holiday pay.
- 18.1.4 If a holiday falls within an employee's vacation period, the employee shall receive a compensatory day of vacation in lieu of that holiday.
- 18.1.5 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

18.2 Vacations

- 18.2.1 Regular employees will receive paid vacation 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 or more years employment | 24 days paid vacation |
- 18.2.2 Any employee entering or leaving the employment of the Northshore School District will receive vacation pay on a prorated basis of the actual months of employment.
- 18.2.3 An employee, who quits, without giving two (2) weeks notice of intention to quit employment, will forfeit all vacation benefits. Inability to give appropriate notice, due to emergency situations, may be appealed to the Director of Human Resources for consideration.
- 18.2.4 Each employee's anniversary date of employment shall be the starting point for calculation of vacation allowance and subsequent increases in vacation allowance as specified in Section 18.2.1.
- 18.2.5 Vacation days may only be accumulated to a maximum as provided for in Section 18.2.7. In order to so accumulate vacation days, the employee must take at least five (5) days vacation prior to his/her next anniversary date.
- 18.2.6 All vacation days must be scheduled and approved by the District. No more than twenty (20) consecutive work days may be used for vacation time provided mutual agreement on scheduled vacation time is arranged at least two (2) weeks prior to taking the accrued vacation time. For requests to use two (2) days of vacation or less, the employee should give as much advance notice as possible, but no less than one week's advance notice of such intended leave.
- 18.2.7 Upon termination or retirement, employees shall receive compensation for earned, unused vacation days up to a maximum of thirty (30) days, provided that proper notice at separation is given by the employee. Such compensation shall be based upon the employee's per diem rate of pay at the time of separation.
- 18.2.8 Any balance of accumulated vacation time shall be taken prior to the last day of employment.

- 18.2.9 If an employee is ill or is incapacitated by an accident while on vacation, supported by a doctor's certificate for one (1) day or more, the balance of the vacation time due him/her may be suspended at the approval of the Director of Human Resources. 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.

19.00 RETIREMENT

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

20.00 LEAVES, INJURY AND EMERGENCY LEAVE

- 20.1 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, but for purposes of payment for unused illness, injury and emergency leave shall not exceed twelve (12) days per year.
- 20.2 For each day's absence beyond accumulated illness and/or injury leave days, a deduction of a full day's per diem shall be made.
- 20.3 The District may required an employee using illness or injury leave to provide the District with a physician's certificate or other similar verification stating that such leave was taken for medical reasons. Failure upon demand to provide the District with said certificate may result in a salary deduction.
- 20.4 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:
- 20.4.1 Serious illness or injury in the immediate family;
 - 20.4.2 Court appearance or hearing in which the employee is an individually named defendant or respondent;
 - 20.4.3 Birth of a male employee's child;
 - 20.4.4 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health, or family safety; or
 - 20.4.5 Additional bereavement leave.

- 20.5 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.
- 20.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the year.
- 20.7 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.

21.00 PERSONAL LEAVE

- 21.1 The District shall grant each employee two (2) days per year of personal leave with pay, accumulative up to six (6) days.
- 21.2 Whenever possible, an employee desiring to take personal leave shall submit a written request to the Supervisor at least two (2) days prior to the requested start of the leave.
- 21.3 An employee desiring personal leave immediate to a vacation or holiday period shall submit a written request for such to the Director of Human Resources briefly explaining the reasons.
- 21.4 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.

22.00 BEREAVEMENT LEAVE

- 22.1 Each employee shall be allowed a maximum of five (5) days leave with pay to make arrangements for and/or attend a funeral in case of death of a member of that employee's immediate family (husband, wife, mother, father, son, daughter, sister, brother or others living in the same immediate household).
- 22.2 Each employee shall be allowed a maximum of three (3) days leave with pay to make arrangements and/or attend a funeral in case of death of that employee's, brother-in-law, sister-in-law, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandmother, grandfather, or grandchild.
- 22.3 Each employee shall be allowed one (1) day's leave per year with pay to attend any other funeral.
- 22.4 This bereavement leave is not deducted from sick leave and is not accumulative.
- 22.5 In certain cases, bereavement leave may be extended with emergency leave as described, personal leave and/or vacation days upon appropriate approval from the appropriate supervisor.

23.00 GENERAL LEAVE

- 23.1 Upon written request by an employee, the Superintendent or designee may grant leave of absence without pay for such things as: (a) illness, (b) family emergency, (c) maternity, (d) education, (e) other special situations. Dependent upon District needs, more than one individual may be on a general leave at any one time.
- 23.2 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the school year in which such leave was granted. Additional leave time may be granted up to a period of one (1) additional year.
- 23.3 Except for military service there shall be no other employment while on leave without prior written approval of the Superintendent or designee.
- 23.4 The District shall state in writing the terms of the leave of absence.
- 23.5 The District may agree to re-employ the employee earlier than intended upon written request or give consideration for any opening for which the employee is qualified.
- 23.6 Employee benefits earned prior to a leave of absence will be reinstated and/or maintained upon re-employment. Seniority will be frozen during such leave.
- 23.7 Employees may continue their insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

24.00 LEGAL, MILITARY SERVICE AND JURY DUTY LEAVE

- 24.1 Subject to the approval of the Superintendent or designated representative, and in accordance with applicable law, absence will be approved when the interest of the District is served, for jury duty, or subpoena and military reserve commitments.
- 24.2 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.
- 24.3 The District shall grant leave with pay for jury duty. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 24.4 The District shall grant paid leave for employees who are called to active military duty or active duty training, consistent with Board policy and state law. Additional unpaid leave shall be granted for Federal military service consistent with Federal law.

25.00	CHILDBIRTH/CHILDCARE/ADOPTION LEAVE
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- 25.1 Employees shall be granted leave without pay for the purposes of childbirth and/or childcare according to the following provisions:
 - 25.1.1 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.
 - 25.1.2 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.
 - 25.1.3 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.
 - 25.1.4 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.
 - 25.1.5 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.
 - 25.1.6 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.
 - 25.1.7 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.
- 25.2 An employee may apply for childcare leave to care for children of any age under the provisions of General Leave.
- 25.3 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.

26.00 PAID FAMILY MEDICAL LEAVE (PFML)

26.1 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the District shall pay the 0.1467% wage premium and the employee shall pay the 0.2533% of his/her individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during period of approved PFML leave.

27.00 COMPENSATION

27.1 **Salary Schedule**

27.1.1 The salary for each specific job classification shall be based on the negotiated salary schedule referenced under Appendix A attached hereto.

27.1.2 For the 2019-20 school year, should the State Legislature authorize and fund an inflationary adjustment, the wages contained within Section A-2 shall be increased consistent with the allocation and funding, plus an additional ten percent (10%).

For the 2020-21 school year, should the State Legislature authorize and fund an inflationary adjustment, the wages contained within Section A-2 shall be increased consistent with the allocation and funding, plus an additional two percent (2%).

For the 2021-22 school year, should the State Legislature authorize and fund an inflationary adjustment, the wages contained within Section A-2 shall be increased consistent with the allocation and funding, plus an additional two percent (2%).

27.2 **Salary and Salary Payment**

27.2.1 Should the date of adoption of this Agreement be subsequent to the effective date, salaries, including overtime and increments, may be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first or second regular payday following adoption of this Agreement.

27.2.2 Employees shall receive their regular monthly salary by the first working day of the month.

- 27.2.3 Employees shall participate in the direct deposit program and will designate the participating financial institution to which their pay shall be transmitted before the first day of each month. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly pay warrant rather than being on direct deposit.
- 27.2.4 Upon an employee's separation from employment, the employee's final pay will be automatically deposited into the financial institution on record. The employee will have access to the District's on-line system for viewing employee pay until the date of the final deposit.
- 27.2.5 It is the intent of the District that any error in an employee's paycheck shall be corrected by the District within a reasonable period of time and not later than the fifteenth (15th) of the month or the next regular payroll, whichever is sooner, from the time the error was brought to the District's attention.

27.3 **Wage overpayment**

- 27.3.1 In the overpayment of wages to an Employee, the Employee will be required to pay back the amount of overpayment. A repayment plan may be established with the Employee for recovery of the funds over the period of time equal to the amount of the overpayment or as otherwise mutually agreed.

28.00 ATTENDANCE INCENTIVE PROCEDURES

- 28.1 All employees of the bargaining unit shall receive compensation for eligible accumulated illness and injury leave as an employee attendance incentive program. Procedures for use of the Attendance Incentive Program are attached as Appendix B.

29.00 INSERVICE TRAINING

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

30.00 GRIEVANCE PROCEDURE

- 30.1 **Scope**

30.1.1 The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the terms of this Agreement.

30.2 **Definition**

30.2.1 A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

30.3 **Procedure**

30.3.1 An employee or the Union may institute a grievance. The following procedures for pursuing an alleged grievance will be as follows:

30.3.2 **Step One**

Within five (5) working days of the time a grievance arises, an informal conference over the matter shall be held between the immediate supervisor and the employee and a Representative from the Union.

30.3.3 **Step Two**

If the grievance is not resolved, the grievant or Business Representative may within ten (10) working days of the informal conference reduce the grievance to writing, sign it and present it to Director of Human Resources. The written statement should include (1) the nature of the grievance, (2) the section(s) alleged to have been violated, (3) a recommended solution to the grievance.

Within ten (10) days of receipt of the written grievance, the Director of Human Resources shall communicate a written response to the aggrieved and the Union.

A grievant not satisfied with the resolution at Step Two may, within five (5) working days of receipt of the written response in Step Two, submit the grievance to the Office of the Superintendent.

30.3.4 **Step Three**

Within ten (10) days of receipt of the grievance, the Superintendent or designee shall communicate a written response to the Business Representative.

If the grievance is not satisfactorily resolved the Business Representative may, within five (5) working days of receipt of the written response, proceed to mediation and/or arbitration as provided hereafter.

30.3.5 **Step Four (Mediation Option)**

Mediation of Grievances - The Business Representative and the District may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions;

- A) Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Business Representative and the District made within five (5) working days after the Business Representative has referred the grievance to Step Four, unless the parties mutually otherwise agree in writing.
- B) The parties need to agree to the Mediator.
- C) One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- D) The parties' representatives may, but are not required to, present the Mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- E) Proceedings before the Mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made.
- F) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- G) If no settlement is reached during the mediation conference, the Mediator shall provide the parties with an immediate oral advisory decision, which shall include the basis thereof unless both parties agree that no such decision should be provided.
- H) The Mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree.
- I) If no settlement is reached at mediation, the Business Representative is free to move the grievance to arbitration, provided he/she advises the District in writing within ten (10) working days.
- J) In the event a grievance which has been mediated goes to arbitration, the Mediator may not serve as the arbitrator. Nothing said or done by the Mediator may be referred to or introduced into evidence at the

arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other party in arbitration.

- K) The fees and expenses of the Mediator shall be divided equally between the District and the Union provided, however, that each party shall be responsible for compensating its own representatives.

30.3.6 **Step Five**

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

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

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

- 30.3.7 If the employee or the Business Representative 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.

31.00 HEALTH AND WELFARE-GROUP INSURANCE PROGRAMS

- 31.1 The District agrees to make available to eligible employees (employed 4 hours or more per day), the following insurance programs and provide 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 employees. Such amount shall be updated each December for a twelve-month period beginning January 1st and ending December 31st. 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.
- 31.2 **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 plans' coverage, including exclusions, limitations, and procedures, will be included in a District publication developed by the District Benefits Committee which will be available on the District's website. Copies will be available upon request. The District shall make contributions toward dental insurance premiums for eligible employees as approved by the District Benefits Committee.
- 31.3 **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 District Benefits Committee which will be available on the District's website. Copies will be available upon request.
- 31.4 **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.
- 31.5 **Long Term Disability** - The District agrees to pay for eligible employees, the full premium for employee's long-term disability coverage.
- 31.6 **Salary Insurance** - The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.
- 31.7 **Cancer Insurance** – The District agrees to make available at employee expense the American Fidelity Assurance Company cancer insurance program.
- 31.8 **Medical Insurance** - After paying the premiums for dental insurance, vision insurance, long- term disability, and life insurance as provided above, the District shall make

contributions toward medical insurance premiums for eligible employees as approved by the District Benefits Committee.

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.

- 31.9 **Pooling** - Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost limiting procedures being applied to all eligible employees as follows:
- A. The District shall calculate the premium for each eligible employee from 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 state mandated "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.
- 31.10 **Other Insurance Programs** - The District shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 31.11 **Credit Union Deductions** - At the option of an employee, the District shall deduct from his/her monthly salary, and deposit directly with Inspirus Credit Union or Mountain Crest Credit Union an amount designated by the employee.
- 31.12 **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.

- 31.13 **District Benefits Committee** - The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Benefits Committee.
- 31.14 **Annual Insurance Coverage** - The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1st and ending September 30th, although the premium and benefit amount shall be adjusted each December for a January 1st through December 31st annual period.
- 31.15 **New Employee Insurance Program** - New employees are eligible for insurance programs on the first day of the month following the date of employment if work is begun on or prior to the 15th. Employees who begin work after the 15th 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.
- 31.16 **Terminating Employee Coverage** - If an employee terminates his/her employment prior to the end of the school year, insurance shall continue to the end of the following month in which termination occurred.
- 31.17 **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.
- 31.18 **Alternate Pre-Tax Deduction - Internal Revenue Service Code Section 125** - In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and unreimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan year. 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.
- 31.19 **Health Reimbursement Plan (VEBA)** – The District and Union will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.
- 31.20 **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 employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

31.21 **Health Savings Account (HAS)** –The District shall establish a Health Savings Account plan provided 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.

31.22 Article 31 will expire December 31, 2019. Effective January 1, 2020, the District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

32.00 WORK STOPPAGE

32.1 **Strikes**

32.1.1 The Union 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 employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

32.2 **Lockouts**

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

33.00 DURATION OF AGREEMENT

33.1 This Collective Bargaining Agreement shall become effective September 1, 2019 and shall continue in effect until August 31, 2022 except as provided for herein. The parties further agree that any provisions of the Agreement may be opened up for negotiations at any time by mutual agreement of the parties.

33.2 This Agreement or any provision hereunder may be extended by mutual written agreement of the parties; otherwise it shall expire on the date indicated.

33.3 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 thirty (30) 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.

MEMORANDA OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
Global Positioning System**

This memorandum of Understanding between the Northshore School District No. 417 (District) and the Pacific Northwest Regional Council of Carpenters (Union) is supplemental to the 2017-2020 Collective Bargaining Agreement (Agreement) between the District and the Union.

If the District elects to use a global positioning system (GPS) or other tracking technology in its vehicles or equipment during the term of this Agreement, the District and the Union agree to meet to discuss how the system will be used before being implemented.

**MEMORANDUM OF UNDERSTANDING
Drug and Alcohol Testing**

This memorandum of Understanding between the Northshore School District No. 417 (District) and the Pacific Northwest Regional Council of Carpenters (Union) is supplemental to the 2017-2020 Collective Bargaining Agreement (Agreement) between the District and the Union.

The District and Union are in full and complete understanding that should any employee be required to possess a commercial driver's license (CDL) as part of their job responsibilities the parties shall comply with mandates of the United States Department of Transportation and the Federal Motor Carrier Safety Administration (FMCSA) concerning a drug and alcohol testing program.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT NO. 417
AND
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
SEPTEMBER 1, 2019 – AUGUST 31, 2022**

SIGNATURE PAGE

Dated and signed this 7th day of February, 2019

PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS




David Quinn, Contract Administrator

NORTHSHORE SCHOOL DISTRICT #417



Dr. Michelle Reid, Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by the District's Board of Directors at its meeting on November 25, 2019.



Abel Ghirmai, Director of Human Resources

**MAINTENANCE SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
Salary Schedule
2019 - 2020**

Schedule 81

Effective on: September 1, 2019

	Step 01	Hrly 2,080
Computer Hardware Support Specialist	82,982	39.8952
Electrician	82,982	39.8952
HVAC Technician	82,982	39.8952
Plumber	82,982	39.8952
Welder	82,982	39.8952
Locksmith	82,982	39.8952
Level I Foreman	95,429	45.8793
Carpenter	74,212	35.6788
Painter	74,212	35.6788
Roofer	74,212	35.6788
Glazier	74,212	35.6788
Maintenance Equip Repairperson	74,212	35.6788
Level II Foreman	95,429	45.8793
Maintenance Helper	55,355	26.6130

Longevity Steps:

6-11 years of service, 2% above base wage rate;

12-17 years of service, 4% above base wage rate;

18 or more years of service, 6% above base wage rate.

Adopted by the Board of Directors on: November 25, 2019

**MAINTENANCE SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417**

Salary Schedule

2020 - 2021

** Initial Salary Schedule **

Schedule 81

Effective on: September 1, 2020

	Step 01	Hrly 2,080
Computer Hardware Support Specialist	84,642	40.6933
Electrician	84,642	40.6933
HVAC Technician	84,642	40.6933
Plumber	84,642	40.6933
Welder	84,642	40.6933
Locksmith	84,642	40.6933
Level I Foreman	97,338	46.7971
Carpenter	75,696	36.3923
Painter	75,696	36.3923
Roofer	75,696	36.3923
Glazier	75,696	36.3923
Maintenance Equip Repairperson	75,696	36.3923
Level II Foreman	97,338	46.7971
Maintenance Helper	56,462	27.1452

Longevity Steps:

6-11 years of service, 2% above base wage rate;

12-17 years of service, 4% above base wage rate;

18 or more years of service, 6% above base wage rate.

Adopted by the Board of Directors on: November 25, 2019

**MAINTENANCE SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417**

Salary Schedule

2021 - 2022

** Initial Salary Schedule **

Schedule 81

Effective on: September 1, 2021

	Step 01	Hrly 2,080
Computer Hardware Support Specialist	86,335	41.5072
Electrician	86,335	41.5072
HVAC Technician	86,335	41.5072
Plumber	86,335	41.5072
Welder	86,335	41.5072
Locksmith	86,335	41.5072
Level I Foreman	99,285	47.7332
Carpenter	77,210	37.1202
Painter	77,210	37.1202
Roofer	77,210	37.1202
Glazier	77,210	37.1202
Maintenance Equip Repairperson	77,210	37.1202
Level II Foreman	99,285	47.7332
Maintenance Helper	57,591	27.6880

Longevity Steps:

6-11 years of service, 2% above base wage rate;

12-17 years of service, 4% above base wage rate;

18 or more years of service, 6% above base wage rate.

Adopted by the Board of Directors on: November 25, 2019

APPENDIX B – ATTENDANCE INCENTIVE PROGRAM

SECTION I

Procedures – Illness, Injury and Emergency Leave

1. Accumulation of Illness, Injury and Emergency

- A) Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days;
- B) For purposes of payment for unused illness or injury leave, no more than one day of leave can accumulate each calendar month or up to twelve (12) days per calendar year;
- C) Any leave for injury or illness accumulated up to a maximum of forty-five 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 eligible employees may elect to receive remuneration for unused illness and injury leave accumulated in the previous calendar year;
- B) For the purposes of conversion, the term day shall be based on the average number of daily hours in a work week at the time of conversion;
- C) An eligible employee is a current employee:
 - i. Who has accumulated greater than sixty (60) 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;
 - ii. Who has accumulated illness or injury leave at a rate no greater than one (1) day per month as of the end of the previous calendar year; and
 - iii. Who provides written notice to the Human Resource Office by the last workday in January of his or her intent to convert his or her excess illness or injury leave to monetary compensation.
- D) The number of illness, injury or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
 - i. Taking the number of illness, injury, or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and

- ii. Subtracting there from the number of illness or injury days used by the employee during the previous calendar year;
 - iii. The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.
- E) Illness, injury, or emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's current, rate of compensation for each day of eligible illness, injury or emergency leave;
- F) The rate of compensation is exclusive of supplemental pay such as overtime pay, standby pay, and premium pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums;
- G) Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis;
- H) All illness, injury, emergency 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**

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 Considerations**

It is noted herein, with reference to RCW 28A.400.210 that:

- A) In lieu of remuneration for unused leave for illness and injury as provided in this section, a school district board of directors may, with equivalent funds, provide eligible employees post retirement medical benefits;
- B) Moneys or post retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

SECTION II

Procedures – Personal Leave

1. Accumulation of Personal Leave

- A) Personal leave-as described in Article 21 shall accumulate from year to year up to six days. For the purposes of this section, “days” are based on the employee’s prorated work day.

2. Annual Conversion of Personal Leave

- A) 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 June 30 of his or her intent to convert his or her accumulated personal leave to monetary compensation;
- B) For eligible employees electing monetary compensation, the personal leave balance as 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 rate of compensation;
- C) For purposes of conversion, the rate of compensation is exclusive of supplemental pay such as overtime pay, standby pay, and premium pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums;
- D) All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee’s accumulated personal leave balance;
- E) TRS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under Plan I receives personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the district shall deduct the amount from the employee’s final warrant.

3. Conversion of Personal Leave Upon Death

- A) The estate of the eligible deceased staff member shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the employee’s current basic rate of pay consistent with 2.B above.