1	SHORELINE SCHOOL DISTRICT NO. 412
2	Shoreline, Washington
3 4 5 6	COLLECTIVE BARGAINING AGREEMENT WITH SEIU, LOCAL #925- CUSTODIANS, GROUNDS AND WAREHOUSE BARGAINING UNIT
7 8	Effective September 1, 2021 through August 31, 2025
9 10	ARTICLE 1 -GENERAL STATEMENT OF PHILOSOPHY
11 12	Section 1. Purpose of Agreement - This salary schedule and provisions for
12	custodians, warehousepersons and grounds employees in the Shoreline School District
14	expresses the philosophy of the District in developing personnel policies which will
15	attract and hold the best qualified personnel for all positions in the District.
16	
17	Section 2. Performance Reviews - It is the policy of the Shoreline Board of
18	Directors to adopt a procedure for annual performance review of each employee.
19	
20	Section 3. Non-Discrimination - It is agreed between the District and the Union that
21	non-discrimination pursuant to Federal Laws, State Laws and the Washington
22 23	Administrative Code, will be maintained for all employees under this Agreement.
23 24	ARTICLE 2 - SALARY SCHEDULES
25	ARTICLE Z GALART CONEDCLEO
26	Section 1. Wage Adjustments - For each school year of this bargaining
	Section I. Wage Aujustments - For each school year or this bargaining
27	<b>Section 1. Wage Adjustments</b> - For each school year of this bargaining agreement, the District will adjust wages by the statewide percentage increase identified
27 28	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment,
27 28 29	agreement, the District will adjust wages by the statewide percentage increase identified
27 28 29 30	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective.
27 28 29 30 31	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the
27 28 29 30 31 32	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024-
27 28 29 30 31 32 33	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated
27 28 29 30 31 32	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024-
27 28 29 30 31 32 33 34 35 36	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates
27 28 29 30 31 32 33 34 35 36 37	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year
27 28 29 30 31 32 33 34 35 36 37 38	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the
27 28 29 30 31 32 33 34 35 36 37 38 39	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District
27 28 29 30 31 32 33 34 35 36 37 38 39 40	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the
27 28 29 30 31 32 33 34 35 36 37 38 39	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a lower amount, this paragraph is suspended and the Parties shall meet to negotiate the impacts of the loss of revenue to the District.
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a lower amount, this paragraph is suspended and the Parties shall meet to negotiate the impacts of the loss of revenue to the District. In addition, the District and the Union agree to conduct an annual compensation market
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a lower amount, this paragraph is suspended and the Parties shall meet to negotiate the impacts of the loss of revenue to the District. In addition, the District and the Union agree to conduct an annual compensation market study before August 1 of each year, to determine whether a percentage increase shall
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a lower amount, this paragraph is suspended and the Parties shall meet to negotiate the impacts of the loss of revenue to the District. In addition, the District and the Union agree to conduct an annual compensation market study before August 1 of each year, to determine whether a percentage increase shall be applied to the wage rates then in effect to bring Shoreline's rates to midpoint for the
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a lower amount, this paragraph is suspended and the Parties shall meet to negotiate the impacts of the loss of revenue to the District. In addition, the District and the Union agree to conduct an annual compensation market study before August 1 of each year, to determine whether a percentage increase shall be applied to the wage rates then in effect to bring Shoreline's rates to midpoint for the following school year. For the purpose of this calculation, "midpoint" is determined by
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47	agreement, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary Cost of Living Adjustment, or its equivalent, in the month such increase is effective. In addition, the District will increase wage rates by 3% in addition to the COLA for the 2022-2023 school year, and by 2% in addition to the COLA for the 2023-24 and 2024- 25 school years. These increases shall be considered "front-loading" of the estimated midpoint adjustments for the 2022-23, 2023-24 and 2024-25 school years as described in the following paragraph. In the event the midpoint analysis for any year determines the District's front-loading of an increase is less than the actual midpoint, the wage rates shall be increased to the actual midpoint. In the event the midpoint analysis for any year determines the District's front-loading of an increase exceeds the actual midpoint, the front-loaded wage rates shall remain in place and shall not be decreased. The District and the Union agree the terms of this paragraph are subject to voter approval of the District's General Fund levy. In the event the levy is not renewed or is renewed at a lower amount, this paragraph is suspended and the Parties shall meet to negotiate the impacts of the loss of revenue to the District. In addition, the District and the Union agree to conduct an annual compensation market study before August 1 of each year, to determine whether a percentage increase shall be applied to the wage rates then in effect to bring Shoreline's rates to midpoint for the

the study. The district at the 8<sup>th</sup> position of the list shall determine the wage rate for 1 2 Shoreline, provided such rate represents an increase and not a decrease to current rates. The % increase for each benchmark position shall be the % applied to all 3 4 positions in that category to calculate the total cost of such additional compensation. 5 6 The District and the Union shall determine the distribution of the total cost of such 7 additional compensation to each regular position in the category. The District and the 8 Union agree to use wage data from the following 17 school districts in King and 9 Snohomish Counties in the midpoint analysis: Bellevue, Edmonds, Everett, Highline, 10 Issaquah, Lake Stevens, Lake Washington, Marysville, Mercer Island, Monroe, 11 Mukilteo, Northshore, Renton, Seattle, Shoreline, Snohomish, Tukwila. 12 13 The benchmark position for determining mid-point in each category shall be: Head Day Elementary Custodian for custodians in positions categories Custodian A, B, and D; 14 15 Head Day Senior High Custodian for custodians in position categories Custodian C. E. and F; Grounds II for Grounds; and Warehouse II for Warehouse. 16 17 18 Section 2. Wage Rates - All employees are paid on an hourly basis, as shown on 19 Attachment A. 20 21 **ARTICLE 3 - GENERAL JOB DESCRIPTIONS** 22 23 **Grounds Personnel** - *Grounds* personnel are classified into two (2) Section 1. 24 categories, as follows: 25 26 Α. Performs skilled or semi-skilled work during all or part of Grounds I: 27 the year; acts as a lead in areas of skill specialty as directed by the grounds 28 Operates general grounds equipment and other light equipment, foreman. 29 including motorized mowers, gang mowers and vehicles. 30 31 Β. **Grounds II:** Performs highly skilled work in a combination of two or 32 more skills, and acts as a lead for those under his/her direction as directed by 33 the grounds foreman. Has experience at a journeyman level of a year or 34 more in each skill. Operates heavy equipment, i.e., bulldozer, tiller, backhoe, etc. Performs mechanical repairs to grounds sprinkler systems where gualified. 35 36 37 С. Grounds Foreman: In addition to the duties of the Grounds II position, 38 the Grounds Foreman also has responsibility for the legal and appropriate 39 application of pesticides. Schedules and leads the assignment of work to other 40 Grounds staff. Provides recommendations to the Director of Maintenance concerning the condition of District grounds and related needs. 41 42 43 D. Grounds Temporary Help: Every year the District will work with the Grounds foreman to assess the need to hire temporary help for specific short-44 term projects. The District and Labor Management Committee shall review any 45 such proposal prior to hiring. 46 47 48 Section 2. Warehouse Personnel - Warehouse personnel are classified into two (2) 49 50 categories, as follows:

1 Α. Warehouse I: Performs general assigned duties in warehousing 2 activities under the direction of the Director of Food Services and Warehouse. 3 4 Β. Warehouse II: Performs skilled duties related to 5 receiving, distributing and accounting for warehouse materials and supplies. 6 Operates all mobile equipment assigned to warehouse activities. 7 8 С. Warehouse Lead: Provides leadership to warehouse staff in the 9 orderly receipt, distribution, and accounting of warehouse stock. Organizes 10 schedules and oversees annual inventory of warehouse supplies. 11 12 D. **Warehouse Temporary Help:** Every year the District will work with the 13 Warehouse Lead to assess the need to hire temporary help for specific short-14 term projects. The District and Labor Management Committee shall review any 15 such proposal prior to hiring. 16 17 Section 3. **Custodial Positions** - Custodians are classified into six (6) categories, as 18 follows: 19 20 Α. General Custodian: Performs general assigned tasks of cleaning, maintaining and providing security in those areas assigned. 21 22 23 Β. Head Night: Performs general and specific custodian tasks for cleaning, maintaining, heating and security of the building and grounds during 24 25 the night shift. Acts as lead of other custodians if assigned to building. Provides 26 liaison as assigned to community groups using building facilities. 27 28 C. Head Day: Performs general and specific custodian tasks for cleaning, 29 maintaining, heating and security of the building and grounds during the day shift. Acts as lead of all custodians assigned to the building. Works directly with 30 31 the building administrator and staff. 32 33 D. Day Assistant: Performs general and specific tasks of cleaning, 34 maintaining and security of the building and grounds as directed by the head 35 day custodian. 36 **On-Call Shoreline Center Custodian:** The on-call custodian shall be 37 F. 38 paid the general custodian rate as per Section 2.2.A. 39 40 G. **Substitute:** Substitutes may be used to cover absences, emergency 41 situations, or to fill in while hiring and/or promotions are being processed. 42 43 Н. *Floater*: [language to be mutually-developed by the union and the District] 44 45 Section 4. **Revised Duties and New Classifications** - Any position that requires a 46 change in classification due to additional or different skills, or a new position as required within the bargaining unit, the District agrees to consult with the Union in order 47 to determine job title, specification and bargain rate of pay for the position. 48

**Section 5. Copies to Union** - The District will furnish the Union with specific job descriptions for all classifications in the bargaining unit including modifications and revisions thereto.

**Section 6. Exclusive Jurisdiction Over Bargaining Unit Work** - All work detailed in the job descriptions shall be exclusively performed by employees covered by this Agreement; provided that nothing in this section shall prevent the District from subcontracting services pursuant to Section 23.0 of this Agreement.

**Section 7. Workload Distribution** - In designing and assigning workloads, the 11 District will achieve the most equitable distribution of work within the limitations imposed 12 by work locations. When an employee identifies an alleged overload, the custodial 13 supervisor with the assistance of the head day custodian will work with the employee to 14 attempt to remedy the situation.

**Section 8. Other Duties as Assigned** - The job descriptions contained in this Article are not intended to enumerate all duties and/or responsibilities of employees in each classification. Other duties as assigned shall be consistent with the general responsibilities of the position.

# **ARTICLE 4 - WORK WEEK**

**Section 1.** Standard Work Week - Work week will consist of five (5) consecutive days on a Monday to Friday basis.

**Section 2. Standard Work Day** - All full-time work shifts will consist of eight (8) consecutive hours excluding a thirty (30) minute uninterrupted lunch period as near the middle of the shift as practical. The schedule for custodians shall be determined by the District by October 1 with written notification made to each employee. It is understood and agreed that employees shall be given at least ten (10) working days notice of any change in the work schedule, except, when a temporary emergency exists, this time period is waived.

**Section 3. Rest Periods** - Employees shall receive a paid fifteen (15) minute break during each four (4) hours worked. It is the District's intention to provide uninterrupted rest breaks. Employees may take rest breaks on site but away from the duty station. If an employee feels that the building or department schedule does not provide sufficient time for a break, District management will investigate and alter schedules to ensure the employee is scheduled for a contractual break.

Section 4. **Lunch Periods** - Employees who work five (5) or more hours per day shall receive an unpaid thirty (30) minute lunch break. It is the District's intention to provide uninterrupted lunch breaks. Employees may take lunch breaks off site. Day shift employees must notify the school office before leaving campus. Night shift employees must secure the building to the best of their ability before leaving campus. If an employee feels that the building or department schedule does not provide sufficient time for a break, District management will investigate and alter schedules to ensure the employee is scheduled for a contractual lunch break. 

1 2	<b>Section 5.</b> Wage if Employee Required to Work During Lunch Period – In the event a supervisor requires an employee to work a portion of the lunch period and the
3	employee works his entire shift, the employee will be compensated at the overtime rate
4	for the time lost from his lunch period unless he is permitted to take a break equal to the
5	amount of time worked during lunch prior to the end of his regular shift.
6	anount of time worked during funct phor to the end of his regular shift.
7 8	ARTICLE 5 • OVERTIME PAY
9	<b>Section 1. Overtime</b> - Overtime pay will be paid after eight (8) hours in a given day,
10	or after forty (40) hours in a given week, as follows:
11	
12	<b>A.</b> Overtime: One and one-half times the employee's regular rate of pay.
13	
14	<b>B.</b> Saturday: One and one-half times the employee's regular rate of pay.
15	
16 17	<b>C.</b> Sunday: Two (2) times the employee's regular rate of pay.
18	<b>D.</b> Holidays: Three (3) times the employee's regular rate of pay which includes
19	the regular holiday pay.
20	the regular honday pay.
21	Section 2. Pay for Attending Required Meetings or Conferences - Employees
22	required to attend conferences or meetings after their regular scheduled working hours
23	will be paid at the overtime rate.
23	will be paid at the overtime rate.
25	ARTICLE 6 - CALL BACK SERVICE
26	
27	Section 1. Call Back Pay • Call back service for employees will be paid at the
28	overtime rate of not less than two (2) hours of assignment; actual work shall be limited
29	to the time required to complete the emergency.
30	
31	Section 2. Order of Call Back • Head Day custodians will be offered the first
32	opportunity to call back work in their facility. The District agrees to make a single
33	phone call. In the event no telephone contact is made, the District's obligation is
34	terminated. Custodians called back agree to respond within 30 minutes from the
35	District's initial call.
36	
37	Section 3. Overtime As Extension of Regular Shift Not Considered Call Back -
38	Overtime required of an employee immediately before or after regular hours will not be
39	covered by the two (2) hour minimum for call back service.
40	
41	ARTICLE 7 • OTHER PROVISIONS
42	
43	Section 1. Pro-ration for Part-time Employees - Any employee covered under
44	this Agreement working less than an eight (8) hour day, forty (40) hours a week, shall
45	receive that pro-rata portion of all provisions covered under this Agreement unless
46	otherwise provided for in this Agreement (for example, see Article 18 Group
47	Insurance).
48	

**Section 2. Physical Examinations** - Post-employment physical examinations may be required by the District at no cost to the employee.

**Section 3.** Community Use of Facilities - When a school facility is being used under an approved school district building use application, the custodial supervisor may request that a custodian be on duty subject to the need and time as determined by the supervisor. The Head Day Custodian should notify the custodial supervisor when, in their opinion, additional custodial hours will be needed to clean up following a facility rental. When non-district sponsored user groups rent school gyms, cafeterias, and theaters for eight (8) hours or more, the District will assign a custodian to be on duty for up to four (4) hours as designated by the supervisor. When non-district sponsored user groups rent school gyms, cafeterias or theaters for up to four (4) hours, the District will assign an additional custodian to be on duty for up to two (2) hours as designated by the supervisor to assist the building custodian with the additional workload.

**Section 4.** Work Outside of Classification - When a supervisor assigns the duties of a regular employee at a higher classification to a regular employee at a lower classification, such employee shall be paid at the rate established for such higher classification beginning with the first day of such assignment. This provision shall not apply due to any high school custodian taking vacation during the summer or to middle school or elementary custodians taking vacation during summer or other school term breaks (i.e. winter, midwinter and spring breaks).

- **Section 5. Pesticide License (Grounds)** A maximum of two (2) grounds employees, including the grounds foreman position, will receive a premium of two hundred dollars (\$200.00) per month after qualifying for and maintaining the pesticide license. The grounds foreman shall maintain his/her pesticide license, but may assign the stipend and responsibility for pesticide applications to another licensed grounds employee. The stipends for employees other than the foreman will be awarded by seniority within the grounds department.
- It is understood that any certified grounds personnel may apply pesticides as directed by the grounds foreman.

**Section 6. Mileage Reimbursement** - Employees who use their own transportation on District business shall be reimbursed at the mileage rate established by the District. Employees shall maintain all required licensing and insurances.

39 Section 7. Assignment of Additional Work – Staff within their job description and
 40 work location by seniority shall be offered additional work opportunities prior to
 41 substitutes or out of class employees.

- 42
  43 Section 8. Training Needs and Requirements The training needs and
  44 requirements of custodians, grounds, warehouse employees will be identified by the
  45 Union and District in the Labor Management Committee. The parties will work together
  46 to address the needs identified through that process.
- **Section 9. Standard Work Year** The normal work year shall consist of 260 days. 49 In the event the work year exceeds 260 days, days beyond 260 shall be taken as time

1	off without pay. Days taken off shall be s	cheduled by mutual agreement between the
2	supervisor and employee. With mutual a	greement between the supervisor and
3	employee, days beyond 260 may be work	ed for additional pay.
4		
5		Permits and Licenses - The District will
6	reimburse employees for required certifica	ations, permits and licenses.
7		
8 9		8 - SENIORITY
10		
11	Section 1. Classification Seniority -	- Classification seniority is defined as the most
12		regular employee with the District in a given
13	job classification.	
14		
15	• •	<b>y</b> - Seniority shall be continuous length of
16	service as of the first date of employmen	t as a regular employee under this
17 18	Agreement.	
19	Section 3. SEIU Seniority - SEIU se	eniority is defined as the most recent length
20		yee with the District in any combination of job
21		argaining units represented by SEIU Local
22	925.	
23		
24	Section 4. District-wide Seniority -	District-wide seniority is defined as the most
25	recent length of continuous service as a	
26	combination of positions.	5 1 5 5
27		
28	ARTICLE 9 -VACAT	
29		
30	Section 1. Vacation Accrual - Vacat	tion accrual will be front-loaded in September
31		edule. When an employee becomes eligible
32	for a different level of vacation accrual m	
33	vacation shall include the additional vaca	ation pro-rated from their anniversary date to
34	, , , , ,	or the purposes of this schedule, an employee
35		of district experience on the anniversary of his
36		vacation accrual, a year of service begins on
37 38	the anniversary of the employee's date o anniversary date.	i nire and ends the day before their next
39	anniversary date.	
40		
41	VACATION ACCRUAL PROGRAM New Hire up to 5 <sup>th</sup> Anniversary	VACATION DAYS PER YEAR 10
42	Beginning on 5 <sup>th</sup> Anniversary	15
43	Beginning on 10 <sup>th</sup> Anniversary	20
44	Beginning on 16 <sup>th</sup> Anniversary	21
45	Beginning on 17 <sup>th</sup> Anniversary	22
46	Beginning on 18 <sup>th</sup> Anniversary	23
47	Beginning on 19 <sup>th</sup> Anniversary	24
48	Beginning on 20 <sup>th</sup> Anniversary	25
49		

1 2 3 4 5 6 7	<b>Section 2.</b> Vacation Scheduling - It will be the practice to guarantee two (2) consecutive weeks of vacation per year with the balance being scheduled as mutually agreed. It is further understood that the appropriate supervisor will arrange for each full-time employee's vacation beyond the standard two (2) week period consistent with the work schedule of the respective department. Employees may request vacation leave in one-day increments subject to advance approval and the District's ability to maintain adequate staffing and safety.
8 9 10 11	<b>Section 3. Pro-ration for Part-time Employees</b> - Part-time employees shall receive pro-rata vacation in accordance with the above schedule for full-time employees.
12 13 14 15 16 17 18 19	<b>Section 4.</b> Vacation Requests - Vacation shall be requested at least two (2) weeks in advance, to provide time for the supervisor to arrange for appropriate coverage during the employee's absence. The supervisor shall approve or deny the request within three (3) days of receipt, to allow the employee time to make vacation arrangements. An employee may request vacation with less than two weeks' notice, but must recognize that will make it more difficult for the supervisor to find appropriate coverage.
20 21 22	<b>Section 5.</b> Vacation Carryover - The District shall automatically carry vacation accrued in one year, up to eighty (80) hours, over to the next year.
23 24 25 26	<b>Section 6. Donated (Shared) Leave</b> - Employees may donate a portion of their accrued vacation/sick leave to fellow employees who meet the provisions of District policy and in accordance with state law and regulations.
27 28 29 30 31	<b>Section 7.</b> Vacation at Retirement - A retiring employee may receive a lump sum cash payment for no more than 30 days of accumulated, unused vacation. In addition, the employee will be given an opportunity to extend their retirement date to fully utilize any additional accumulated, unused vacation days beyond thirty (30) days.
32 33 34 35 36	<b>Section 8.</b> Vacation Accrual Upon Transfer - Upon transferring from one District SEIU unit to another, employees shall accrue vacation in the new unit according to the terms of the CBA for that unit, inclusive of their years of service with the District in the prior department.
37	ARTICLE 10- HOLIDAYS
38 39 40 41 42	The following holidays shall be designated as such and any work performed on holidays shall be paid for at the overtime rate for not less than two (2) hours. Regular employees shall receive pay for the following holidays:
42 43 44 45 46 47 48 49	Labor Day Veterans' Day Thanksgiving (Thanksgiving and the following day) Christmas Day plus one additional day (as scheduled on the district calendar) New Year's Day plus one additional day (as scheduled on the district calendar) Martin Luther King Day President's Day
49 50	Memorial Day

1 2	Juneteenth (when the designated federal holiday falls on a regularly-scheduled work day)
3 4 5	Independence Day (July 4 <sup>th</sup> plus a date to be determined on the District calendar each year)
6 7 8	ARTICLE 11 - SAFETY
9 10 11	<b>Section 1. Commitment to Safety</b> - The District shall provide and maintain a safe and healthful workplace, and comply with all state and federal laws, rules and regulations pertaining to workplace safety and health.
12 13 14 15 16	<b>Section 2.</b> Workers Responsibility - Employees shall follow the safety and health rules, wear or use all required safety gear and equipment provided by the District, and participate in District provided safety training.
17 18 19 20	<b>Section 3.</b> Workers Right to Know - Material Safety Data Sheets (MSDS) will be available for reference and review in a conspicuous area accessible to all affected employees.
21 22 23 24	<b>Section 4. Safety Bulletin Board</b> - There shall be a safety bulletin board in every work site. The bulletin board will be sufficient in size to display required posters, accident statistics, Safety Committee meeting minutes and safety educational materials.
25 26 27 28 29	<b>Section 5. No Discrimination</b> - No employee will be disciplined, discriminated against or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as a witness in a safety investigation.
29 30 31 32 33	<b>Section 6. Reporting Safety Hazards</b> - It is the responsibility of all employees to report safety hazards on a timely basis. Every effort will be made to remedy problems as quickly as possible.
34 35 36 37	<b>Section 7. Safety Committee(s)</b> - A Building or Departmental Safety Committee shall meet at least bimonthly. The Safety Committee shall have the following responsibilities:
38 39 40	<b>A.</b> Review the safety and health inspections reports to assist in correction of identified unsafe conditions or practices.
41 42 43 44	<b>B.</b> Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or condition involved was properly identified and corrected.
45 46	<b>C.</b> Evaluate the accident and illness prevention program and make recommendations for improvement where indicated.
47 48	<b>D.</b> Evaluate and recommend training and equipment needs.

1 2 3 4	Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Board(s) for that particular location. Safety Committee members shall be in pay status for time spent in meetings.
5 6 7 8	<b>Section 8. Refusal to Work Under Unsafe Conditions</b> - Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger in which death or serious injury could result.
9 10	ARTICLE 12 - LEAVES
10 11 12	Section 1. Sick Leave (accumulative)
13 14 15 16 17 18 19 20 21 22 23	<b>A.</b> Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated without limitation. Employees may exercise an option to receive remuneration in a timely manner for unused leave or illness or injury accumulated in the previous year in accordance with state law at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty days. Upon retirement or death an employee or the employee's estate shall receive remuneration in a timely manner and in accordance with state law at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.
23 24 25 26	<b>B.</b> One (1) day of sick leave is defined as being equal to the employee's regular work day.
27 28 29 30 31 32	<b>C.</b> Sick leave shall be used for employee absence caused by personal illness, injury or disability, including pregnancy and in the case of an ill child. An employee shall notify their supervisor as soon as possible after confirming a medical appointment, to provide time for the supervisor to arrange for appropriate coverage during the employee's absence.
33 34	<b>D.</b> A doctor's certificate may be required from an employee after five (5) consecutive days of absence.
35 36 37 38 39 40 41	<b>E.</b> Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave will be retained by an employee who is terminated due to reduction in force for up to eighteen (18) months or granted a leave of absence for a period of one (1) year.
41 42 43 44 45 46 47 48 49 50	<b>Section 2.</b> Sick Leave/Coordination - Industrial Insurance - Employees suffering illness or injury compensable under State industrial insurance shall be allowed, upon written request, to use sick leave to the amount of their earned credit less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay. Any overpayments must be returned to the District by the employee.

1 Section 3. Bereavement Leave - (non-cumulative) - Up to five (5) days 2 bereavement leave shall be allowed for each death in the employee's immediate family 3 (spouse, domestic partner, parent, step-parent, child, step-child, mother or father in law, 4 or others living in the same immediate household). Up to three (3) days bereavement 5 leave shall be allowed for absence caused by the death of that employee's brother, sister, 6 grandparent or grandchild an up to one (1) day for funerals of other relatives and/or 7 friends. Such absence shall be reported on a District approved leave form. Up to five (5) 8 additional days bereavement for death in the employee's immediate family may be 9 granted upon written request to the Director of Human Resources. These additional days 10 shall be deducted from the employee's accrued sick leave or personal leave. In the event 11 the employee has no sick leave or personal leave available, the District may approve the 12 use of accrued vacation leave, and if necessary, leave without pay.

- **Section 4. Personal Leave** Three (3) days of personal leave will be allowed for each employee, cumulative up to a maximum of six (6) Personal Leave days. The employee does not have to provide reasons for requesting personal leave. However, the employee does need to provide reasonable advance notice of a Personal Leave request whenever possible, and requests may be denied where, through the unavailability of substitutes or otherwise, the leave would unduly burden departmental operations. Personal leave may be taken in hourly increments. Such absence shall be reported on a District approved leave form and verified by the Office of Human Resources. Upon request, reasons(s) for denial shall be given by the District.
  - **Section 5. Jury Duty** An employee Who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.
- 29 Leave of Absence - After two (2) years of continuous employment, a 30 Section 6. 31 leave of absence may be granted, not to exceed one (1) year in duration, upon 32 written application to the Office of Human Resources because of staff reduction, personal illness, family emergency, child care, or special cases as 33 recommended by the Superintendent's office. Notification of acceptance or 34 35 rejection of a leave of absence request will be made in writing by the Office of 36 Human Resources. Employees granted a leave of absence will retain 37 accumulated seniority rights of all types and sick leave. Employees may continue medical benefits at their own expense for the duration of the 38 39 leave of absence. At the termination of a leave not to exceed ninety (90) days, the employee shall be returned to his/her former assignment. Employees 40 41 returning from a leave of absence greater than ninety (90) days will be re-42 employed at the same or a comparable position subject to the availability of a position. 43 44
  - Section 7. Temporary Disability Leave

13 14

15

16

17

18

19

20

21

22

23 24

25

26

27

28

45

46
47
48
49
49
49
40
41
42
43
44
44
44
45
46
46
47
48
49
48
49
48
49
49
40
40
41
41
42
43
44
44
44
45
46
46
47
47
48
49
49
49
40
40
41
41
42
43
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
44
<

1	<b>B.</b> An employee requesting a leave due to temporary disability shall be
2	considered eligible for a temporary disability leave with sick leave benefits,
	······································
3	
4	<b>C.</b> An employee requesting a leave due to temporary disability shall make
5	every effort to submit that leave request to the Director of Human Resources at
6	least ten (10) working days in advance of the proposed starting date of the
7	leave.
8	
9	<b>D.</b> The effective date of the leave will be determined by the Office of Human
10	Resources in consultation with the employee and his/herphysician,
11	
12	E. An employee on temporary disability leave shall receive sick leave
13	benefits for each work day of the leave up to the number of sick leave days
14	accrued and shall retain all other rights and benefits of approved leaves,
15	<b>5</b>
	<b>F</b> An example use executed a termination dischility leave shall be returned to
16	F. An employee granted a temporary disability leave shall be returned to
17	his/her former assignment.
18	
19	Section 8. Military Leave - Military leave shall be granted as specified in State and
20	Federal law.
21	
22	Section 9. Union Representative Leave - A leave of absence shall be granted by
23	the Board for one SEIU member total per year as appointed to serve as an SEIU
24	Representative for up to twelve (12) consecutive months per appointment. Such
25	request for Union Representative Leave shall be submitted to the Executive Director of
26	Human Resources at least 120 calendar days prior to the anticipated start date of
27	the leave. The District shall, unless otherwise requested by the employee, re-employ
28	the individual who is granted Union Representative leave in the same classification upon
29	the employee's return from the leave. When on leave, the individual shall retain all rights,
30	benefits and seniority rights that the employee had prior to taking the leave. Seniority
31	will not continue to accrue during the employee's Union Representative Leave. The
32	Association agrees to reimburse the District for all salary costs, benefits, paid leave and
33	employee taxes paid to or on behalf of the employee on Union Representative Leave.
34	
35	Section 10. Union Business Leave - The Union may be allowed up to four (4) days
36	for Union business, subject to availability of a substitute and with seven (7) days
37	advance notice to the supervisor and Human Resources. The Union shall pay the cost
38	of the substitute.
39	
40	ARTICLE 13 - RETIREMENT
41	
42	Section 1. SERS Retirement System - All employees must mandatorily belong to
43	the School Employees Retirement System (SERS) and retirement will be governed by
44	the Rules and Regulations of said system.
45	
46	Section 2. Vacation Adjustment Upon Retirement - At the time of retirement, the
47	District shall grant ten (10) days additional vacation after ten (10) or more years of
48	service.
49	

**Section 3.** Vacation Accrual Prior to Retirement - In the last 24 month period preceding retirement, a retiring employee will not be paid for more than 240 hours of accumulated vacation. However, the employee will be given an opportunity to utilize vacation days which have been accrued beyond the 240 days.

### **ARTICLE 14 - TERMINATION OF EMPLOYMENT**

**Section 1.** Notice by District - The termination of employment under normal circumstances should require not less than fifteen (15) calendar days notice be given the employee.

**Section 2.** Notice by Employee - Employees shall give not less than fifteen (15) calendar days notice to the Shoreline School District prior to their termination of employment.

**Section 3.** Termination During Probation Period - Probationary employees may be terminated by the District at any time during the probationary period of the first ninety (90) working days without right of appeal unless otherwise mutually agreed. The reason for the dismissal shall be filed in the employee's personnel file and sent to the Union.

**Section 4. Paid Administrative Leave** - The District has the right to place an employee on paid administrative leave, subject to the following conditions:

**A. Purpose of Administrative Leave** - The purpose of administrative leave is to remove an employee from the workplace during the pendency of an investigation and/or until discipline is imposed. Administrative leave is paid leave and non-disciplinary in nature.

**B. Reasons For Administrative Leave** - Administrative leave will be used only when the District believes the employee's continued presence in the workplace could threaten or endanger children, self, or others, disrupt the educational or work environment, or interfere with an investigation.

**C. Determination of Need for Administrative Leave** - Due to the limited circumstances where administrative leave is necessary, the decision to place an employee on paid administrative leave will be made by the Executive Director of Human Resources (or her/his designee, if the Executive Director of Human Resources is unavailable) in consultation with the Superintendent or designee.

- **D. Onset of Investigation** The District will make every effort to begin the investigation as quickly as possible after placing the employee on paid administrative leave.
- **F. Notice to Union** The District will notify a Union representative upon placing an employee on administrative leave. The employee may request union representation at any time in the investigative process.

**Section 5. Progressive Discipline** - The District will practice discipline for cause when said action is required to maintain employment standards as established by this Agreement and District policies. Disciplinary action shall be progressive based upon just and sufficient cause, with written communication to the employee.

**Section 6.** Notification of Discipline - Any employee disciplined or discharged for just cause shall be given a written notification by the District within ten (10) calendar days of the action. A copy shall be placed within the personnel file of the employee with a copy to the Union. The employee may elect to submit a grievance under 18.0, following said action.

# **ARTICLE 15- PROMOTIONS AND TRANSFERS**

Promotions within the bargaining unit shall be made subject to the following procedures and final approval of Human Resources.

**Section 1.** Notice of Promotional Opportunities - Employees will be advised of all transfer and promotional opportunities through an announcement of position vacancy by Human Resources. The announcement will be posted at each work location for a minimum of five (5) working days prior to the selection of a candidate. Such announcements will include the job title, a description of the duties and responsibilities, and the rate of pay. The Union will be provided a copy of such announcement. Employees may access information about all other District positions on the District's website and job line. Substitutes may not be used in lieu of or to avoid hiring permanent employees.

**Section 2. Application** - Individual employees seeking promotion shall apply for the position by letter and will be interviewed. To reduce duplication of time and effort on the part of candidates as well as the interview teams, the District may conduct simultaneous "pool" interviews for more than one vacant position at the same classification and job title. All other provisions of this Article shall apply to pool interviews.

**Section 3.** Factors to be Considered - Consideration shall be given to each promotional applicant as to classification seniority (for transfer applicants) or bargaining unit seniority (for promotional applicants), qualifications, and performance.

**Section 4.** Notification of Decision - Written notification of selection or rejection with stated reasons will be made to each applicant by Human Resources.

**Section 5. Criteria for Selection** – Management reserves the right to determine the qualifications, ability and performance of candidates for selection to positions. Ability and performance shall be determined on the basis of job skills, past performance, on-the-job initiative and judgement on matters related to the position. The individual who, in the objective judgement of management, is best qualified in terms of these factors shall be selected for the position. Selection shall be based upon objective factors related to the position which shall be reflected in the job announcement posting. When two (2) or more candidates are equally qualified, the candidate with classification seniority (for transfers) or bargaining unit seniority (for promotions) will be selected.

**Section 6. Trial Service Period After Promotion** – In the event of promotion, the employee shall serve a trial service period of not more than ninety (90) calendar days in the higher classification. Prior to the end of the trial service period, that senior employee may be returned to his/her former or comparable position if the District determines that the employee is not performing satisfactorily. The employee may also voluntarily return to his/her former position during the trial service period. The employee shall receive the higher rate of pay during the trial period.

**Section 7. Posting/Filling for Temporary Leave Replacements** – It is understood that when a bargaining unit employee is granted a leave of absence for longer than thirty (30) working days, the position will be posted as a temporary position and employees may apply for the position. The temporary employee shall receive the benefits available to regular employees.

#### **ARTICLE 16 - REDUCTION IN WORK FORCE**

**Section 1. Potential Causes for Reduction-in-Force** - The District may reduce-in-force under the following circumstances:

A. Lack of work; and or

- B. Lack of funds; and/or
- **C.** Good faith reorganization, which results in there being fewer positions than people.

**Section 2.** Notification to Union - The District will provide written notification to the Union of the potential for reduction-in-force, as early as possible following the District's determination of program needs. Such notification will identify the affected classifications, locations of at-risk positions, and number of employees affected.

The Union reserves the right to bargain with respect to the impact of the potential reduction-in-force.

**Section 3.** Notification to Affected Employees - Employees who serve in positions which have been identified as at-risk for reduction-in-force, shall be notified in writing of the potential for reduction, the anticipated effective date, their bumping rights and the opportunity to participate in the Recall Pool.

The District shall provide such written notice at least thirty (30) calendar days in advance of the effective date of the reduction or lay-off. The District shall provide concurrent notification to the Union office.

**Section 4. Bumping** - Employees serving in at-risk positions shall have the right to exercise seniority as follows:

**A.** Layoffs will occur with the least senior member of the bargaining unit being laid off first. Bargaining unit seniority shall determine the order of layoff and bumping.

**B.** An employee whose position has been eliminated may bump any other employee having less seniority within his/her classification or within like

classifications paid at the same rate of pay, e.g., a Head Night Senior High Custodian may bump a Head night Senior High, Head Day Administrative Center or a Head Day Middle School Custodian. Bumping shall not occur across job groups (Custodial, Grounds, Warehouse).

1

2

3

4

5 6

7

8

9 10

11

12

13 14

15

22

23

24 25

26

33

34

35

36 37

- **C.** In the event no bumping options were available as provided in the foregoing section, the affected employee may bump any employee in a lower classification or within like classifications paid at the same rate of pay.
- **D.** The provisions above do not negate the requirement to first post and award vacant positions to transfer candidates from within the classification, and internal promotional candidates from within the classification series. However, the employee whose position has been eliminated may select the vacant position if he/she had greater seniority than the transfer and/or promotional candidates.
- 16 **E.** In the event no options were available as provided in the foregoing 17 sections, the affected employee shall be offered the opportunity to fill any vacant 18 SEIU represented positions for which they meet the minimum qualifications. When 19 more than one (1) at-risk employee qualifies for the vacant position, the position shall 20 be awarded to the employee with the greater SEIU seniority. 21
  - This provision does not negate the requirement to first post and award vacant positions to transfer candidates from within the classification, and internal promotional candidates from within the classification series. At-risk employees may only be offered such positions after the usual processes have been exhausted.
- F. In the event no options were available as provided in the foregoing sections,
   the at-risk employee shall be offered the opportunity to fill any other vacant District
   positions for which they meet minimum qualifications. When more than one (1) at risk employee qualifies for the vacant position, the position shall be awarded to the
   employee with the greater District-wide seniority.
  - It is agreed and understood that this option may not be available for all vacant District positions. Eligibility/consideration for some positions may be restricted by provisions in other Collective Bargaining Agreements or individual student/programmatic needs for students qualifying for Special Programs.
- Section 5. Recall Pool Employees who have been notified of their reduction or
   lay-off, may request placement in the Recall Pool by notifying the Human Resources
   office within fifteen (15) working days of the effective date of the reduction or lay-off.
   Recall shall be made on the basis of classification seniority.
- Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to
  remain on the recall list for the classification from which they were reduced/laid-off.
  Employees shall be eligible for recall for a period of eighteen (18) months from the
  effective date of their reduction/lay-off.
- Section 6. Recall From Reduction/Lay-off Employees impacted by reduction-in force (RIF) shall be notified by certified letter and a telephone call of new job openings
   within the employee's classification. The employee must respond within ten (10)
   calendar days of their receipt of the certified letter or telephone call, whichever is

1 sooner, or they will not be considered for the position.

In addition, the District will send notification of all SEIU represented positions via regular mail.

**Section 7. Refusal of Re-employment** - Refusal of re-employment after two (2) offers of a position with comparable pay/position/hours from which the employee was reduced/laid-off will result in the employee being placed at the bottom of the recall list.

**Section 8.** Address Changes - It shall be the employee's obligation to keep the Human Resources office informed of any change in address and telephone number to ensure that the District can provide timely notification of re-employment opportunities.

**Section 9.** Ties In Seniority - In cases where more than one (1) employee has the same seniority date, the order of seniority will be determined by lottery. A representative from the Human Resources office and an SEIU Shop Steward will supervise such lottery. Affected employees shall have the right to be present for the lottery.

**Section 10.** Restoration of Seniority and Benefits Upon Reinstatement - All employees who are recalled from reduction/lay-off shall assume their previous accumulated seniority for all purposes, and benefits.

**Section 11.** Employee Right to Revert to Layoff - In the event an employee has accepted a position in a new classification in lieu of lay-off, and s/he determines that they do not feel they can continue in the position for any reason, s/he shall be allowed to lake a voluntary lay-off without penalty and with full recall rights.

### ARTICLE 17 - OPTIONAL PAYROLL DEDUCTION

The Payroll Department will deduct union dues, including any additional amount the employee voluntarily authorizes for deduction for political purposes, Washington State Employees' Credit Union and other District-approved deductions for employees requesting such a deduction.

# **ARTICLE 18 - GROUP INSURANCE**

Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement
when collecting the employee premiums which will be paid to the Health Care Authority
(HCA) through payroll deduction for the month in which the employee receives benefits.

49 The District will provide benefits to employees, to include those benefits offered through

1 2 3 4 5 6 7	<ul> <li>SEBB, and at a minimum including the following:</li> <li>Basic Life and accidental death and dismemberment insurance (AD&amp;D)</li> <li>Basic Long-term Disability</li> <li>Vision</li> <li>Dental including orthodontia</li> <li>Medical Plan</li> </ul>
8 9 10 11 12 13 14 15 16	Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HAS) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to self-pay premiums to participate in any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.). The District may, but is not required to, offer payroll deduction of premiums for such supplemental insurance.
17	Eligibility:
18 19 20 21 22	All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.
23 24 25 26	Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after the attaining 630 hours.
27 28 29 30	When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.
31 32 33	Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.
34 35 36 37	All compensated hours in any position within the district shall count for purposes of establishing eligibility.
38	Benefit Enrollment and Continuity of Coverage:
39 40 41 42 43 44	In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.
45	Leaves:
46 47 48 49 50	Paid leave hours shall count towards eligibility for benefits under this section. Benefit eligibility for employees who go on unpaid <i>leave</i> shall be determined through SEBB eligibility criteria.

1 2 3 4 5	An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCQ 50A.04.245.
6	Benefit Termination:
7 8	Any employee eligible for benefits who terminates the employee/employer
9	relationship shall continue to receive benefits"- through their final month of
10	employment.
11	
12 13	<b>District Advisory Insurance Committee</b> - The District Advisory Insurance Committee shall assist in determining the types of optional, employee-paid insurance programs to be
13 14	available to employees subject to approval by the Board.
15	
16	ARTICLE 19 - GRIEVANCE PROCEDURE
17	
18	<b>Section 1.</b> Grievance Definition - In the event that any difference arises between
19 20	the Shoreline School District and the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, such
20	difference shall be deemed to be a grievance and shall be settled only in accordance
22	with the grievance procedure set forth herein. Prior to filing a formal grievance, the
23	employee shall first discuss the grievance with his/her immediate supervisor within ten
24	(10) working days of the occurrence or knowledge of the occurrence. Every effort shall
25 26	be made at this level to resolve the concern prior to a grievance filing. An employee may request that a shop steward be present. At the request of either party, the employee
20	and supervisor shall reduce the resolution in writing.
28	
29	Section 2. Grievance Steps:
30	·
31	Step 1. Immediate Supervisor (Formal): If no settlement is reached at
32 33	the informal discussion above, the Union representative, if he/she considers the grievance to be valid, will reduce to writing a statement of the
33 34	grievance. The statement will be submitted in writing within fifteen (15)
35	working days of the meeting with the Supervisor described in Section 1, to
36	the immediate supervisor for reconsideration, with copies transmitted by
37	the Union to the Director of Human Resources of the Shoreline School
38 39	District. A meeting will be scheduled within five (5) working days of receipt
39 40	of the written grievance. These parties, within ten (10) working days of the Step 1 meeting, shall submit a written
41	statement as to the disposition of the grievance.
42	
43	Step 2. Director of Human Resources - If no settlement is reached in Step 1,
44 45	the Union representative, may within fifteen (15) working days of the Step 1
45 46	written grievance response, submit the written grievance to the Director of Human Resources. A meeting will be scheduled within five (5) working days of
47	receipt of the Step 2 grievance. These parties, within ten (10) working days of
48	the Step 2 meeting, shall submit a written statement as to the disposition of the
49 50	grievance.
50	

1 2 3 4 5 6 7	<b>Step 3. Superintendent or Designee:</b> If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within fifteen (15) working days, submit the written grievance to the Superintendent or designee. A meeting will be scheduled within ten (10) working days of receipt of the Step 3 grievance. These parties, within ten (10) working days shall attempt to resolve the dispute and indicate by written statement the grievance disposition.
8 9 10 11 12 13	<b>Step 4. Arbitration:</b> If the disposition of the grievance by the Superintendent or designee is unacceptable, the Union representative may, within fifteen (15) working days of the response from Step 3, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:
14 15 16	<b>A.</b> The Arbitrator shall limit his decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement or staff evaluation.
17 18 19 20 21	<b>B.</b> There shall be no appeal from the Arbitrator's decision if within the scope of his authority. It shall be final and binding on the Union, the employee(s) involved, the Administration and the Board.
22 23 24 25 26	<b>C.</b> The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
27 28 29 30	<b>Section 3.</b> No Election of Remedies - The grievance procedure outlined in this Agreement shall not preclude the employee and/or the Union from taking any legal steps available to them through the courts of competent jurisdiction.
31 32 33 34	<b>Section 4. Union Rights</b> - The Union shall have an opportunity to be present at all grievance meetings.
35 36 37 38 39 40 41 42	<b>Section 5. Time Limits</b> - If an employee and/or the Union representative fails to submit a written grievance to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. If the District at any step fails to respond within the required time limits, the grievance shall automatically move to the next step; however, the District and the Union may mutually agree to extend the time limits at any one of the steps.
43	ARTICLE 20 - PERSONNEL FILE
44 45 46 47 48 49 50	<b>Section 1. Personnel File</b> - Official personnel files shall be maintained in the Human Resources office. Employees shall have the right to review their personal file with reasonable notice, and they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file.

- **Section 2.** Inspection of Personnel File An employee shall be allowed to authorize inspection of his/her personnel file to a representative of the Union by submitting a written request to the Office of Human Resources.
  - **Section 3.** Employee Right to Supplement Personnel File The employee shall have the right to add relevant information into the personnel file.

**Section 4.** Retention of Letters of Reprimand - Letters of reprimand shall be removed from the personnel file, upon request, provided that one (1) year has elapsed and no further disciplinary action has occurred during that period of employment.

- **Section 5.** Letters of Commendation Letters and other memoranda of commendation, whether received from the District or outside parties, shall be retained in the employee's official personnel file.
- **Section 6.** Health/Medical Records Health and medical records of employees shall be maintained in the Human Resources office. Such files are entirely separate and distinct from the employee's personnel file. No information "other than routine leave request and return to work forms," pertaining to the employee's health or medical conditions will be kept in Personnel files or Supervisor's files.
  - **Section 7.** Access to Information by Outside Parties In the event a public disclosure request is received from an outside party seeking to access an employee's personnel files or records, the District will immediately inform the employee of the identity of the requesting party, the nature and scope of the request.

# ARTICLE 21 - EMPLOYEE RIGHTS

**Section 1.** The District shall provide for the defense of an employee in any civil suit wherein the complaint charges the employee with negligence and/or gross negligence (1) in performing or failing to perform his or her pre-assigned and/or customary duties, or (2) in the performance of any act to protect school property, to prevent injury to persons on, school grounds or at school functions, to maintain student discipline or control on school grounds, or at school functions, or in performing other similar services for the District if the employee acts in good faith and has reasonable grounds to believe that he or she has authority to act for the District under the particular circumstances.

- **Section 2.** The District shall provide sufficient legal protection not only to employees who seek to render services to the District in performing regular duties, but also those who act expeditiously in uncommon situations to further the District's purpose. The District shall provide employees the full protection of the District's present liability insurance. The limiting factors to this paragraph are (1) the defending of the suit shall not be inconsistent with the terms and conditions of the District's present liability insurance; (2) in the event the claim is in excess of the District's present insurance coverage, the employee must provide his/her own defense as to the excess; and (3) the employee must cooperate in the defense of the suit as provided in the liability insurance policies.
- **Se**

Section 3. Video Cameras - The District will not install video cameras for the

1 general purpose of evaluating or monitoring employee performance, but rather to record 2 vandalism, theft, destruction or misuse of District property, or unsafe actions on District property. Employees will be notified of the locations of such cameras upon 3 4 request. 5 6 **ARTICLE 22 · PERFORMANCE EVALUATION** 7 8 Section 1. **Purpose of Performance Evaluations** - The parties agree that 9 performance evaluations are intended to be a constructive tool to enhance 10 communication and understanding between the employee and the supervisor. 11 Performance evaluations shall not be used as a substitute for progressive discipline or 12 corrective action. 13 14 Section 2. Timely Notification of Deficiencies -Employee shall be given timely 15 notification of performance deficiencies, and afforded a reasonable and customary 16 amount of training, support, and time to demonstrate improvement. 17 18 Section 3. Probationary Evaluations -Probationary employees shall receive 19 feedback on an informal basis of the probation period. At the conclusion of the 20 probationary period, the employee will be formally evaluated using the same procedure 21 as is used for the annual regular employees. 22 23 Section 4. Annual Evaluations -All regular employees shall be evaluated 24 annually. The supervisor may conduct a mid-year conference with the employee, which 25 shall not replace or serve as a formal evaluation. 26 27 The performance evaluation form may be revised Section 5. Evaluation Forms -28 upon mutual agreement of the District and the Union. 29 30 Section 6. Conflict of Interest -No bargaining unit member shall conduct the 31 performance evaluation of another bargaining unit member. However, a lead employee 32 may provide input to the supervisor about the performance and training needs of 33 employees who they are assigned to lead. 34 35 Section 7. Lack of Performance Evaluations - When performance evaluations 36 are used as a means of qualifying/competing for transfer or promotion, and the 37 applicant did not receive a performance evaluation for a relevant time period, said 38 employee shall be assumed to have met or exceeded expectations in all performance dimensions for the evaluation periods in question. 39 40 41 **ARTICLE 23 - UNION RIGHTS STATEMENT** 42 43 Section 1. Union Recognition 44 45 SEIU 925 is recognized as the official employee Organization and exclusive 46 bargaining representative for all employees as described under the Recognition 47 provision of the Agreement. 48 49 The District agrees that the Union has the legal right to encourage all employees in 50 positions represented by this agreement to become and remain members in good

standing of the Union, and the Union accepts its responsibility to represent all certificated employees in the bargaining unit regardless of membership status.

These rights are agreed to by the District and the Union for the purpose of maintaining a professional relationship between the parties to this Agreement.

#### Section 2. Union Membership

It is the expectation of both Parties that the District and all of its agents and representatives shall remain neutral on the issue of union membership and respect all employees decision to join and maintain membership in the Union.

On September 1 of each contract year the Union shall provide a full and complete list of bargaining unit employees who are current members of the Union to the District. The Union shall provide the District with updates, additions, and/or other changes in membership status as soon as practical but on at least a monthly basis thereafter.

#### Section 3. Notification

The District shall provide notification to the Union of any new employee covered by this collective bargaining agreement. This notification shall include a unique identification code for the employee, the name, assignment, work location, date of hire, and all personal contact information known by or provided to the district, unless the employee has explicitly requested the District not share personal contact information. This notification shall occur within twenty-four (24) hours of the Board hiring date for regular employees and include all daily substitutes hired since the last list provided to the Union.

#### Section 4. New Employee Orientation

The Union will be provided the opportunity to meet with new employees for a minimum of thirty (30) minutes of paid time, during the new employee orientation process. In the event an employee is hired after the initial orientation period, the District will provide the Union with an opportunity to meet with the new employee for a minimum of thirty (30) minutes of paid time. This access will occur during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Union, so long as it does not interrupt instruction. No employee may be mandated to attend the meetings or presentations.

Orientation materials distributed by the District shall include union membership applications and union orientation materials. It shall be the Union's responsibility to provide the District with sufficient copies of such materials.

Section 5. Dues and COPE Deductions

46 The District agrees to deduct, from the pay warrant of employees who have authorized 47 it, the Union membership dues as established by the Union. Authorization by the 48 employee shall be on an approved form by the parties hereto and shall provide for 49 revocation of dues deduction by an individual employee.

In addition, the District agrees to deduct from the pay warrant of duly authorized
members of the Union's political program (COPE) the contributions as identified by the
Union beginning in the next pay period after receipt by the District of said employee's
authorization. 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.

Upon request for verification, payroll deduction authorization cards shall be submitted to the District from the Union showing all amounts to be deducted and the employee's signature.

# Section 6. Membership Rescission

Union members requesting to rescind membership and membership rights in the Union shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Union shall inform the District of such employee's non-member status consistent with the notification section of this Agreement.

### Section 7. Indemnification and Hold Harmless

The Union agrees to indemnify and hold harmless the District from any and all claims, demands, suits, or other forms of liability that shall arise against the District for, or on account of, any membership dues or COPE deduction made from the pay of a bargaining unit member.

### Section 8. Public Disclosure Requests

The District agrees to notify the Union and the affected employee(s) when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information of the employee(s) from disclosure. Such notice shall be provided prior to the anticipated release date of the public records, to allow time for the Union and/or employee(s) to exercise their rights under the Public Records Act of the State of Washington.

### **ARTICLE 24 - CLOTHING ALLOWANCE**

All regular Custodial and Warehouse employees hired as of September 1 of each year will be provided a \$250 per FTE footwear allowance for work-related footwear. This disbursement shall be made in the November paycheck.

- In lieu of the clothing allowance, the District shall provide work uniforms to regular
  Grounds employees. In addition, the District shall provide an annual footwear stipend of
  \$250 per employees to Grounds employees.
- In addition to the footwear allowance, the District shall provide five (5) work shirts and up
  to three (3) sweatshirts or (1) jacket per year to regular Custodians and Warehouse staff,
  who shall wear one of the District-issued shirts each work day. The supervisor and the
  representatives on the Labor Management Committee shall develop a mutually-agreeable

menu of options to choose from, including gender-specific options.

Through the Labor Management process, the Union and District shall develop guidelines for safe and appropriate work clothing and footwear.

# ARTICLE 25 - MANAGEMENT RIGHTS CLAUSE

Except to the extent specifically abridged by specific provisions of this Section 1. Agreement, the Union recognizes the 0istrict's inherent and traditional right to manage their respective businesses as has been their practice in the past. The Union recognizes the right of the District 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 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 process 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 businesses, and to require their observance.

**Section 2.** The exercise of the District's rights stated here 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 set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.

**Section 3.** The above Statement of Management Rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either the District or Union.

# ARTICLE 26 - SUBCONTRACTING

**Section 1.** If the District shall propose to subcontract or otherwise change the operation of the program covered by this Agreement such that it is operated by any other party, the District shall notify the Union of such proposal at least ninety (90) days prior to such subcontract or change.

**Section 2.** The District shall also notify prospective subcontractors that preference in employment of employees covered by this Agreement shall be given to such employees on the basis of classification seniority.

**Section 3.** The District shall make every effort to assure that any subcontracting or other change shall not result in the lowering of working conditions or benefits of current employees.

### **ARTICLE 27 - SEVERABILITY**

Section 1. 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 regulation 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.

**Section 2.** If any provision of this Agreement is held to be contrary to law, the parties by mutual agreement, within ten (10) working days, shall commence bargaining on said provision.

#### ARTICLE 28 - COMMITTEES

**Section 1.** SEIU, Local 925, and the Shoreline School District agree to convene a Labor Management Committee for the purpose of seeking resolution on issues of common concern.

**Section 2.** The School District agrees to send one copy of the safety committee meeting minutes to SEIU, Local 925 representative for distribution among the bargaining unit members.

**Section 3.** Whenever possible, employees will be released from work at their appropriate rate of pay to attend District-required conferences or meetings. The District will endeavor to schedule such conferences and meetings to maximize attendance. Required meetings include, but are not necessarily limited to: Insurance Advisory Committee, Safety Committee, and the Shoreline Employee Network (SLEN).

[the remainder of this page intentionally left blank]

#### ARTICLE 29 – ADOPTION AND RENEWAL

**Section 1.** In adopting this Schedule, the Shoreline Board of Directors expresses its desire to pay the best salaries possible to its employees based upon the available revenues accruing to the District.

**Section 2.** A certified copy of this Salary Schedule and Provisions for Custodians, Warehousepersons and Grounds Employees, as adopted by the Shoreline Board of Directors, shall be forwarded to the Service Employees' Union, Local #925.

**Section 3.** This Agreement shall take effect as of September 1, 2021 and shall be in full force and effect until August 31, 2025. If either the Union or the District desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

**Section 4.** The District shall post the contract on its website and pay the costs of providing a printed copy to each bargaining unit employee upon request.

Adopted by the Shoreline Board of Directors at its regular meeting of

For the Union:

Linda Wright, Representative Service Employees International Union (SEIU), Local #925

Dan Prince, Representative

12/21/21 Ostergaard Representative

Rob Gudmestad, Representative

Dave Brown, Representative

10/21/21

Chase Hunter, Representative

reen

Bryan Swaffield, Representative

For the District: <u>Mana Reyes</u> Susana Reyes, Superintendent

Susána Reyes, Superinterdent Secretary – Board of Directors Shoreline School District

Marla S. Miller, Deputy Superintendent

, 2021.

Tam Osborne, Executive Director Human Resources

Dan Stevens, Director of Maintenance and Operations