

AGREEMENT

by and between

LAKE STEVENS SCHOOL DISTRICT NO. 4

and

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763**

(Representing the Custodians)

September 01, 2019 through August 31, 2022

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September 1, 2019 through August 31, 2022

THIS AGREEMENT is made and entered into by and between LAKE STEVENS SCHOOL DISTRICT NO. 4, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I UNION RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all persons engaged in custodial work.

1.2 The following terms as used within this Agreement shall have the following meanings:

"Employee" shall be defined as any person performing bargaining unit work.

"Regular employee" shall be defined as a person who works a regularly assigned shift on a daily basis.

"Temporary employee" shall be defined as a person who is assigned to fill the position of a regular employee on a long term leave.

"Substitute employee" shall be defined as a person who is available for work, but who is not required to report for work each day.

"Regularly Assigned Shift" shall be defined as one that occurs on a scheduled basis with uniform hours and entails no less than five (5) months of uninterrupted service per school year.

"Immediate family member" shall be defined as a spouse, significant other, son or daughter, step-son or step-daughter, parent, grandparent, grandchild, brother or sister related by blood, marriage or legal adoption.

ARTICLE II UNION MEMBERSHIP

2.1 The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreeable times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.

- 2.2 The Employer shall notify the Union of any new hire or employee termination within ten (10) days of the effective date of such action. The Employer shall furnish the Union with the addresses, telephone numbers and social security numbers of all new employees covered by this Agreement.
- 2.3 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).
- 2.4 The Employer shall notify all employees subject to this Agreement at their time of hire as to the terms and conditions of this Article.
- 2.5 The Employer shall deduct from the pay of all employees covered by this Agreement who have applied for membership in the Union and/or are members of the Union, the dues, initiation fees, delinquent dues and initiation fees, and/or assessments of the Union and shall remit to said Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by law, or beyond the Employer's control.

ARTICLE III UNION RIGHTS

- 3.1 Shop Stewards - The Union may have a shop steward or stewards who shall be a regular employee and shall perform his regular duties as such but shall be the Union representative on the job. In the absence of the shop steward an assistant shall perform the duties of Shop Steward and neither the Shop Steward nor his assistant shall be unlawfully discriminated against for his acts as Union representative. The function of the shop steward shall be to report to the Union Representative, meet with the employer and employees to investigate and resolve grievances, attend Labor/Management. The accredited Union representative shall be the only one to take up with the Employer or his representative any violation of this Agreement that reaches STEP 2 of the grievance procedure or to negotiate any changes to this Agreement. Under no circumstances shall there be any interference with the orderly processes of the Employer during working hours.
- 3.2 Discrimination - The Employer and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of membership or non-membership in the Union, race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap.
- 3.2.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 3.3 No employee shall be discriminated against for upholding Union principles and any employee who works under the instructions of the Union or who serves on a committee shall not lose his job or be discriminated against for this reason.
- 3.4 No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.

- 3.5 Union Access - Authorized agents of the Union shall be allowed to visit the District during working hours for the purpose of collecting dues and monitoring the Agreement; provided however, there shall be no interruption of either the Employer's or employee's work schedule. Representatives of the Union shall be permitted to inspect any non-confidential documents in the possession of the Employer that are relevant to any grievance that has been reduced to writing.
- 3.6 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board at each work site. Postings by the Union on such boards shall be confined to official business of the Union.

ARTICLE IV WORK SCHEDULES

- 4.1 The normal work schedule shall consist of five (5) consecutive workdays, followed by two (2) consecutive days of rest. The workweek shall be defined as Monday through Sunday. The Union and the District agree if either party has an interest to discuss alternate work schedules, those discussions may occur during Labor and Management meetings.
- 4.1.1 Day shift shall be defined as a regular work shift in which the majority of scheduled hours fall between 6:30 A.M. and 2:30 P.M. All hours worked shall be paid at the regular rate of pay.
- 4.1.2 Swing shift shall be defined as a regular work shift in which the majority of scheduled hours fall between 2:30 P.M. and 10:30 P.M. All hours worked shall be paid at the swing shift differential in addition to the regular rate of pay.
- 4.1.3 Graveyard shift shall be defined as a regular work shift in which the majority of scheduled hours fall between 10:30 P.M. and 6:30 A.M. All hours worked shall be paid at the graveyard differential in addition to the regular rate of pay.
- 4.1.4 Schedules for custodians that work more than two hundred and five (205) days and less than two hundred and sixty (260) days shall be established by the Employer annually in August which becomes effective on September 1. Schedules shall be posted the second full week in August and awarded on the basis of seniority within those custodians who are designated to each of these schedules. Posted schedules shall include designated work days and unless otherwise notified, their home location shall be ESC. Each custodian shall be provided custodial equipment for their use.
- 4.1.5 All custodians shall be provided all required personal protective equipment for their use. Custodians will receive all required training and certification for use of personal protective equipment where required by law. For any other equipment supplied by the District for their use, training will be provided when required or requested.
- 4.2 Elementary Head Custodian shall be scheduled on the day shift. All other Head Custodians shall be scheduled on the swing shift.

- 4.3 Each regular employee shall be assigned to a regular shift with designated starting and ending times and school/site. In the event a shift change or starting time change requires an employee to return to duty with less than a ten (10) hour period between shifts, the employee shall be paid an additional twenty-five percent (25%) over their regular hourly rate for all hours worked on the first day of that shift.
- 4.4 Facility functions that are scheduled on an ongoing basis (such as church or stadium functions) shall be bid annually in August by custodians who work at the facility in question. If no custodians at the facility in question sign up for the bid it shall be offered on a seniority basis to all custodians in the district. This bid work shall be held by the custodians in addition to their regular bid. Incidental functions at the facility that are related to the user group shall be awarded to and shall be the responsibility of the bid custodian. Each facility function that is bid shall also have an alternate position that shall be bid to the bargaining unit first within the school/site and then within the District. The alternate shall cover the work when the regular bid holder is not available. The bid employee shall be responsible for securing the alternative to cover the work when the bid custodian cannot do the work. Employees shall not be able to hold more than one alternate bid. An on call list shall be created to provide replacement coverage by seniority for all facilities functions if the regular bid holder and alternate are not available to do the work.
- 4.5 Employees working comparable shifts and hours may be allowed to switch positions provided that there is mutual agreement between the employees and approval is granted by both the District and the Union.
- 4.6 Meal Periods - Employees shall receive an unpaid thirty (30) minute meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift. By mutual agreement between the Employer and the employee, the meal period may be changed consistent with State and Federal Law.
- 4.7 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time, for each four (4) continuous hours of working time. Rest periods shall be scheduled as near as practical to the mid-point of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period.
- 4.8 Call-Out - All employees shall be guaranteed a minimum of two (2) hours pay when called to work at a time when they are not regularly scheduled to work on a regularly scheduled work day. A call out is defined as an unforeseen, unexpected event. Known extra work which is posted and assigned on the basis of seniority is not a "call-out" under this Section. If an employee is called to address a call related to the District's security and fire alarm system during non-scheduled work hours and is not required travel to the work site, then said called employee shall be compensated for a minimum of one-quarter (1/4) of an hour.
- 4.8.1 All employees shall be guaranteed a minimum of four (4) hours work or pay when called to work on a non-scheduled work day for work which has not been scheduled as an extra work opportunity. The four (4) hours of work or pay provided for in this Section does not apply to "call-outs" related to the District's security and fire alarm system addressed in Section 4.8 above.

- 4.9 Should an employee work on Easter Sunday, the employee shall be paid at a rate of two (2) times the employee's regular straight-time hourly rate of pay for all hours worked and/or required to be on the Employer's premises.
- 4.10 Snow Days- Employees shall be allowed to take vacation or personal days on a snow day if they attempt to get to work but cannot, providing the employee contacts his immediate supervisor.

ARTICLE V PROBATION PERIOD AND SENIORITY

- 5.1 Probation Period - New regular employees shall have a sixty (60) work day trial period in which to qualify for their job assignment and may be discharged at any time during this trial period. Discharge during the probation period shall not be subject to the grievance procedure.
- 5.2 Seniority - The seniority of an employee within the bargaining unit shall be recognized following the employee's removal from probation status. Upon removal from probation status the employee's seniority shall then be established as having commenced retroactive to the employee's first day of work within the bargaining unit, excepting in those instance when such seniority shall have been lost as herein provided. Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of surname A through Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name.
- 5.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
- Justifiable discharge;
 - Voluntary quit;
 - Layoff exceeding thirty six (36) months;
 - Leave of absence in excess of that authorized pursuant to Section 9.17 (Leaves of Absence) or Section 9.18 (Medical Leaves);
 - Failure of an employee to return to work upon recall from an indefinite layoff within five (5) days after receipt of written notice from the Employer at the employee's last known address appearing on the Employer's records.
- 5.2.2 Time lost due to lockouts, illness or injury shall not be construed as a break in seniority.
- 5.2.3 The Employer shall furnish the Local Union Representative and Shop Steward a current seniority list upon request which, in turn, shall be posted on the Union bulletin board at each worksite.

- 5.3 Filling of Vacancies - When any position covered by this Agreement is vacant on either a permanent or temporary basis, it shall be filled in accordance with Section 5.3 through 5.6.
- 5.3.1 Permanent Vacancy Custodian Positions - A "permanent vacancy" shall be defined as a position open for employment due to termination, retirement or increase in staffing. A permanent vacancy shall be placed up for bid by regular employees in the bargaining unit within two (2) weeks following the determination that a permanent vacancy exists. Bidding shall be open for seven (7) calendar days. During the school year, notification of a job opening will be sent to each worksite for posting by the Head Custodian. When school is not in session notification will be sent by US mail to the last known address of each permanent Custodian. The open position shall be filled within two (2) weeks of the closing of the bid by the most senior bidder. In the event the position is not filled by a regular employee, the Employer may fill the position by any means.
- 5.3.2 The Employer shall not fill a permanent vacancy with a substitute employee for longer than thirty-five (35) calendar days.
- 5.3.3 Any position that changes by two (2) hours or more, and any annual assignment that changes by five (5) days or more shall be posted for bid in accordance with section 5.3.1 or 5.3.6.
- 5.3.4 The displaced Custodian may, at his discretion, bump a less senior Custodian at, any location that has equivalent or less hours of work or he may assume the vacated position.
- 5.3.5 A regular employee who successfully bids another permanent position that was vacant shall have a ten (10) work day trial period. If desired, he may elect to return to his previous position during the trial period. The Employer may return an employee to the position previously held during the first thirty-five (35) calendar days in their newly bid position if their performance is judged by the District to be unsatisfactory based on objective criteria. In the event reassignment is necessary, the District will notify the employee of their reassignment with the reasons set forth in writing.
- 5.3.6 Temporary Vacancy - A "temporary vacancy" shall be defined as a position open for employment due to a leave in accordance with Article IX, Leaves. A temporary vacancy anticipated to be open for more than thirty (30) calendar days shall be placed up for bid by regular employees in the bargaining unit. A regular employee shall be eligible to bid for a temporary vacancy. Bidding shall close seven (7) calendar days following posting of such notice on the Union bulletin board at each work site. The open position shall be filled by the most senior bidder. In the event the position is not filled by a regular employee, the Employer shall fill the position with a temporary employee.
- 5.3.7 When an employee is temporarily filling a vacancy the employee shall work all hours associated with the absent employee's position, including holidays and break periods (i.e., Winter Break, etc.) Employees filling a two hundred and sixty (260) day temporary vacancy shall receive one (1) prorated floating holiday based

on the number of hours worked in the temporary two hundred and sixty (260) day position. Vacation will be calculated in accordance with Section 8.1 and prorated based on the number of hours worked in the temporary two hundred and sixty (260) day position. Employees, whose regular assignment is less than two hundred and sixty (260) days, that temporarily fill a two hundred and sixty (260) day position for less than ninety (90) days shall be entitled to prorated vacation and floating holiday compensation in lieu of time off.

- 5.3.8 Any subsequent vacancy created as a result of the exercise of Section 5.3.3, shall also be posted for bid. If the vacancy is permanent it shall be posted pursuant to Sections 5.3.1 and 5.3.2. If the vacancy is temporary it shall be posted pursuant to Sections 5.3.6 and 5.3.10.
- 5.3.9 Upon a regular employee's return from an approved leave, employees filling temporary vacancies shall return to their original positions. In the event the "on leave" employee terminates his employment, the position shall be posted for bid in accordance with Section 5.3.1.
- 5.3.10 The Employer may fill a temporary vacancy of thirty (30) calendar days or less with a substitute employee.
- 5.4 Temporary employees, upon completion of thirty (30) calendar days of employment in the same job assignment, shall be eligible for the following fringe benefits on the same basis as a regular employee: Holidays, Vacations, Sick Leave, Bereavement Leave and SEBB, should they qualify.
- 5.4.1 Temporary employees shall be paid in accordance with Appendix "A", Section A.1, at the "Temporary Custodian" rate of pay.
- 5.4.2 A Temporary employee, who has been hired as a regular employee, shall have his seniority date established as of the first date on which consecutive employment began.
- 5.4.3 Permanent Vacancy Head Custodian Positions - A "permanent vacancy" shall be defined as a position open for employment due to termination, retirement or increase in staffing. A permanent vacancy shall be posted for application of any interested regular employees in the bargaining unit as soon as reasonably practicable following the determination that a permanent vacancy exists. Applications shall be accepted for the number of days as identified on the job posting. During the school year, notification of a job opening will be sent to each worksite for posting by the Head Custodian. When school is not in session notification will be sent by US mail to the last known address of each permanent Custodian. The open position shall be filled by a competitive internal interview process as soon as reasonably practicable at the conclusion of the interview and hiring process. In the event three (3) or more regular employees don't apply internally for the Head Custodian position the Employer may simultaneously use an internal and external interview and hiring process. The only exception to the above process occurs if a current Head Custodian or Head Custodians desire a lateral transfer or voluntary placement into a lower paid Head Custodian position. In this case, the senior most interested Head Custodian desiring a lateral transfer or voluntary placement into a lower paid Head Custodian position shall be placed

in the position. This process will continue until there are no other interested current Head Custodians who desire a later transfer or voluntary placement into a lower paid Head Custodian position.

5.4.4 In order to be eligible for advancement, later transfer, or placement in a lower paid Head Custodian position, Employees are required to meet all of the follow standards.

- a) Twelve (12) months or more in current assignment
- b) Twelve (12) months or more without being issued performance or attendance related progressive discipline
- c) Twelve (12) months or more without being on a performance improvement plan
- d) Ability to meet or exceed the essential functions of the position as identified in the Job Description at time of application

5.4.5 A regular employee who is hired or placed into a Head Custodian position pursuant to Sections 5.4.3 and 5.4.4 above shall have a ten (10) work day trial period. If desired, he may elect to return to his previous position during the trial period. The Employer may return an employee to the position previously held during the first thirty-five (35) calendar days in their new position if their performance is judged by the District to be unsatisfactory based on objective criteria. In the event reassignment is necessary, the District will notify the employee of their reassignment with the reasons set forth in writing and such written notice will not be retained in the employee's personnel file.

5.5 Reduction in Force - Seniority shall prevail in the event of reduction or recall of the regular work force and eligibility for other work assignments (Overtime, etc.)

5.5.1 Laid-off employees who have seniority rights in accordance with Section 5.2, shall be recalled, if qualified, in reverse order of layoff, prior to the Employer hiring new employees.

5.6 Additional Work – Less Than Two Hundred and Sixty (260) Day Employee - Selection for additional work for a less than two hundred and sixty (260) day employee shall be based upon seniority amongst those less than two hundred and sixty (260) day employees who desire additional work. Those employees shall state their availability in writing to the Supervisor of Custodians prior to the start of the school year. Additional work opportunities shall be offered by seniority first to custodians on the list whose regular assignment is at the site needing coverage, then by seniority to custodians from the entire list.

ARTICLE VI WAGES AND OVERTIME

6.1 During the terms of this Agreement the minimum rates of pay for employees shall be as set forth in Appendix "A" attached to this Agreement for the various classifications.

6.1.1 Any employee required by the Employer to work as a substitute for a position paid at a higher rate of pay shall receive the pay differential set forth within Appendix "A", while performing such work. An employee shall not be paid a rate of pay lower

than his regular rate of pay if such work is performed during his normal work shift. An employee from the swing or graveyard shift shall maintain their shift premium if they are required to cover another shift on a temporary basis. This provision shall not apply to standard shift changes that occur during the winter, spring, and summer breaks.

6.2 Overtime - All hours compensated in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be paid for at a rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. The workweek shall be defined as Monday through Sunday.

6.2.1 Overtime work shall first be offered to those regular employees and temporary employees by seniority working less than forty (40) hours per week at the school in question. Then it shall be offered on the basis of seniority to those regular employees and temporary employees working forty (40) hours per week at the school in question. If all regular employees at the school in question refuse the work, it shall be offered to a substitute. If no regular employee at the school in question or substitute is available, then the work shall be assigned to a regular employee at the school in question on an inverse seniority basis.

6.2.2 Notwithstanding the provisions of Section 6.2.1, the Head Custodian at each school shall have first right of refusal for all hours of custodial work available at his school due to building activities held outside of the normal scheduled work shifts.

6.2.3 Should it become necessary for an employee to work overtime, the employee shall not be laid off during his regular scheduled working hours in order to equalize the overtime.

ARTICLE VII HOLIDAYS

7.1 The following days shall be considered contractual holidays for all regular and temporary employees:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King, Jr.'s Day | Thanksgiving Day |
| President's Day | Day After Thanksgiving |
| Memorial Day | Day Before Christmas |
| Labor Day | Christmas Day |
| | Day After Christmas |

7.2 Regular and temporary employees shall be paid for contractual holidays. Holiday pay shall be based upon the employee's number of regularly scheduled daily working hours.

7.3 If any work is performed by an employee on a contractual holiday, additional compensation at two (2) times the employee's regular straight-time hourly rate shall be paid.

7.4 In addition to those contractual holidays set forth in Section 7.1, two hundred and sixty (260) day regular and temporary employees shall receive one (1) floating holiday and July 4th each school year. The floating holidays may be utilized upon approval by the Custodial Supervisor, or his designee, two (2) weeks in advance.

- 7.5 The normal work year is two hundred sixty (260) days. Work days in excess of two hundred sixty (260) (either two hundred sixty-one (261) days or two hundred sixty-two (262) days) will be unpaid, non-working, non-school, and non-student days. Such days shall be scheduled with the approval of the Custodial Supervisor.
- 7.6 Should a holiday fall on Saturday it shall be observed on the preceding Friday. Should a holiday fall on Sunday it shall be observed on the following Monday.

ARTICLE VIII VACATIONS

- 8.1 Two hundred and sixty (260) day regular employees shall receive paid vacation time in accordance with the following:

YEARS OF SERVICE	DAYS OF VACATION
1-3	10
4	11
5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14	21
15	22
16	23
17	25

- 8.2 When a holiday falls within an employee's vacation, an additional day's pay or an additional day's vacation shall be granted.
- 8.3 Vacation Requests and Approval: Annually, vacation requests for the following school year received between April 1st and August 1st will be filled on a seniority basis. Requests made after August 1st will be filled on a first-come, first-served basis. The Employer shall respond on or before August 15th as to whether the vacation has been granted or not. For vacation requests received after August 1st, the Employer shall respond within ten (10) work days as to whether the vacation request has been granted or not.
- 8.3.1 An employee shall be allowed to take four (4) weeks of his vacation when school is in session at the employee's discretion. Up to an additional two (2) weeks of accrued vacation may be permitted when school is in session with the approval of the Custodial Supervisor.
- 8.3.2 Not more than fifteen percent (15%) of the bargaining unit shall be permitted to take vacation or personal leave or floating holidays at any one time without the Employer's approval. The fifteen percent (15%) staffing evaluation shall be made at the time of the leave being requested.

8.4 Vacation time shall accumulate from school year to school year (September 1st through August 31st). During an employee's first year of employment, vacation time shall accrue at the rate of point eight three-three (.833) days per month. An employee must have commenced employment prior to March 1st to be eligible to advance on the vacation schedule the succeeding September 1st. Vacation time accrued during one (1) school year shall be taken by the employee by the end of the subsequent school year; provided however, an employee may carry over not more than thirty (30) days of unused vacation from year to year.

8.5 Upon an employee's termination of employment, he shall be reimbursed for his accumulated vacation to a maximum of two hundred and forty (240) hours at his current rate of pay.

8.6 Less than two hundred and sixty (260) day employees shall receive vacation pay in accordance with the following:

Years of Service	Days of vacation pay
01-04	8
05-09	9
10-16	11
17 and over	13

8.6.1 Vacation shall be paid to less than two hundred and sixty (260) day employees on a pro-rated basis, based on the employee's daily scheduled hours of work, paid at the employee's base hourly rate of pay as part of regular annualized payroll. Upon termination of employment the employee shall receive a pro-rated share of earned vacation pay.

ARTICLE IX LEAVES

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

9.1 Sick Leave - Each regular employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works ten (10) working days in any calendar month shall be given credit for the full calendar month. All unused days shall accumulate from year to year. This provision, as to accumulation, shall remain compatible with State Law. Ten (10) working days shall mean summer months also, for all employees.

9.2 Any employee who is absent for a period of five (5) or more consecutive work days may be requested to submit a reason for absence signed by the employee's physician. The Union and District agree the District retains the right to request verification for appropriated use of leave which is in unpaid status of any length.

- 9.3 The Employer shall set up a contact procedure/person for those individuals that absence themselves from work:
- During the day shift;
 - During a swing or graveyard shift; or
 - Prior to reporting to work.
- 9.4 Each employee may use sick leave with pay for doctor and dentist appointments which cannot be handled outside of their regular working hours.
- 9.5 Employees may use sick leave for absences caused by personal illness or injury, or to care for an ill or injured immediate family member as defined in Section 1.2.
- 9.6 To the extent allowed by law, any sick leave accumulated up to a maximum of forty-five (45) days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire. Employees whose employment is terminated shall lose the benefit of accumulated days of sick leave.
- 9.7 Employees shall be eligible for unused sick leave buy back in accordance with Board Policy.
- 9.8 In the event an employee is absent for reasons which are compensable with industrial injuries in accordance with Title 51 of Washington State Industrial Insurance Law, at the option of and upon written notification from the employee, the Employer shall pay the employee an amount equal to the difference between the amount paid the employee as determined by Title 51 of Washington State Industrial Insurance Law, and the amount the employee would have otherwise normally been eligible to receive in sick leave benefits. The District will use accumulated sick leave unless directed otherwise by Employee. Such payment(s) to the employee shall be made at such time as the difference is reasonably ascertainable. A deduction shall be made from the employee's accumulated sick leave in an amount proportionate to the amount actually paid to the employee by the Employer in excess of Title 51 of the Washington State Industrial Insurance Law payments.
- 9.9 Family Illness Personal and Emergency Leave - In addition to the provisions of Section 9.5, each regular employee shall be granted three (3) days leave each year for family illness, personal or emergency reasons. Such leave shall be non-cumulative and shall be granted with pay.
- 9.10 Family Illness leave - Upon request, leave shall be granted for serious illness in the employee's immediate family. Immediate family shall be understood to include spouse, children, siblings, parents, significant other or other dependents living in the home. The Executive Director of Human Resource Services or designee may request verification of an illness within twenty (20) days of the employee's return from such leave.

9.11 Personal Leave - Employees shall be granted three days of leave annually to be taken at their discretion with the following restrictions.

- A. The employee must notify the building principal and immediate supervisor with as much advance notice as possible. Personal leave is granted pursuant to restriction identified in Section 8.3.2.
- B. An employee may request, on a form generated by Human Resource Services, that the employee be allowed to carry over one or two full days of personal leave to the following school year. The request must be made by June 30th of the current, or all unused personal days will be cashed out at the substitute rate at the end of August.
- C. The District will buy back up to one (1) day of unused personal leave at the Employee's current hourly rate of pay. Employees qualifying for the buyback shall be paid out no later than the end of September for the previous year.

9.12 Emergency Leave - In the event of situations which are unplanned and which require the employee to absent himself from duties, emergency leave shall be granted.

Such leave may be used in the event of situations involving physical danger to personal property (fire, flood, or other acts of God) or other unforeseen situations that cannot be handled outside the regular school day. Emergency leave requests shall be granted for emergencies of a compelling nature:

The problem must have been suddenly precipitated, must be of such nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.

The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.

When school is in session, weather conditions to and from school shall not be considered as a valid reason for emergency leave.

Car trouble with the exception of an accident, shall not be a valid reason for emergency leave.

9.13 Obtaining family illness/personal/emergency leave by fraud, deceit, or falsified statement shall result in disciplinary action ranging from loss of one days pay to discharge. In the event prior approval is obtained, no adverse action may be taken unless the employee is found to have made false statements regarding the leave.

- 9.14 Bereavement Leave - Each regular employee shall be entitled to a maximum of three (3) days leave with pay, per instance, for absence caused by death of an employee's child, spouse, parent, step-parent, grandparent, grandchild, parent-in-law, sibling, aunt or uncle, or significant other. Upon request, an additional two (2) days shall be granted for out-of-town situations. Such bereavement leave shall be non-cumulative. Upon request, the Superintendent or designee, at his discretion, may extend the above list.
- 9.15 After returning from absence and by the end of the third (3rd) working day thereafter, a claim for said absence must be recorded in the appropriate system. This shall be the employee's responsibility. Failure to enter absences in a timely fashion could result in evaluative or disciplinary action.
- 9.16 Jury Leave - A regular employee called upon for jury service in any Municipal, County, State, or Federal Court, shall advise the Employer upon receipt of such call. The employee shall not be required to reimburse the district for any compensation received for jury service. The employee shall provide verification from court as to service on jury and for date and time of dismissal from service. If on any day an employee is released from jury duty at such a time that on return to place of employment the employee can complete one-half of the usual work shift, the employee shall report back to complete such work shift.
- 9.17 Leave of Absence - Upon recommendation of the immediate supervisor through administrative channels, and upon approval of the Executive Director of Human Resource Services or designee, a regular employee may be granted an extended leave of absence for a period not to exceed one (1) year. Applicant cannot be gainfully employed on another job while leave of absence is in effect.
- 9.17.1 The returning employee shall not necessarily be assigned to the identical position occupied before the leave of absence; provided however, where a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and that recognizes the returning employee's previous experience for appropriate placement on the wage schedule.
- 9.17.2 The employee shall retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence; provided however, vacation credits and sick leave shall not accrue while the employee is on leave of absence.
- 9.18 Medical Leaves - Leaves of absence for illness or injury shall be granted without prior Employer approval to regular employees who have completed their probationary period and who have expended all accrued sick leave benefits; provided however, that medical verification may be required. The maximum duration for medical leave shall be one (1) year. An extension of such medical leave may be granted up to one (1) additional year by the employer provided the person on leave submits a written request to Human Resources at least thirty (30) days prior to the termination of his medical leave. Such request must have a physician's verification of need for the leave.
- 9.18.1 An employee who returns from a medical leave of absence shall be placed into the position which the employee vacated at the time the leave was approved. In the event that the position that the "on leave" employee vacated no longer exists, the "on leave" employee shall be placed into an equivalent position.

- 9.19 Leave Sharing - Employees, at their discretion, shall be allowed to share their sick leave or vacation leave with any other employees within the school district, in accordance with the Employer's policy and applicable State Law. Leave shall be shared on an hour for hour basis.
- 9.19.1 Annual or sick leave may also be donated to a fellow employee who is a victim of domestic violence, sexual assault, or stalking: a fellow employee who is sick or temporarily disabled because of pregnancy disability; for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child. Employees accessing parental leave sharing may maintain up to forty (40) hours of accrued leave in reserve.
- 9.19.2 The provisions contained in this section apply specifically to the donation and receipt of illness, injury and emergency leave accrued by a employee under the provisions of RCW 28A.400.300 (1) (b), and for parental leave under the provisions of RCW 41.04.655.
- 9.20 Family and Medical Leave - The Employer shall provide and distribute to each employee a copy of its Family and Medical Leave Act (FMLA) policy. The FMLA policy shall become effective as required by Federal Law.
- 9.21 Union Leave - The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.
- 9.21.1 A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.
- 9.22 Washington Paid Family Medical Leave (WPFMLA) – Commencing January 1, 2020, employees shall be eligible to receive Washington Paid Family and Medical Leave (WPFMLA) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. To the extent employees are required to pay premiums for the WPFMLA, the District agrees in addition to their portion of the premiums will also cover the employee's premiums. Such leave shall be used concurrently with the employee's other leave entitlements.

ARTICLE X HEALTH AND WELFARE

PREAMBLE The Employer and the Union agree Article X, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar State wide jurisdictions. The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts of the implementation of SEBB in Labor Management Committee. Mandatory SEBB coverage will be through payroll deduction. All supplemental insurance to mandatory coverage will be billed directly to the employees and not deducted from the employee's monthly pay.

10.1 During the term of this Agreement, the Employer shall provide for all employees on a "Full-Time Equivalent" (FTE) basis, a contribution equal to that which is provided for all K-12 classified employees as funded from year to year by the State Legislature for each regular employee for the purchase of certain insurance programs (e.g. hospitalization-medical, dental, vision, etc.). "Full-Time Equivalent" (FTE) shall mean an employee who is compensated for fourteen hundred forty (1440) hours in a school year. Such contributions shall first satisfy the full cost of the mandatory insurance benefits as set forth within Section 10.2.

10.2 The mandatory insurance benefits for all regular employees shall be as follows:

NW Benefits Network – Plan #3
Washington Teamsters Welfare Trust Fund (Dental Plan A)
Group Long Term Disability Plan

10.2.1 Payments to the afore-referenced Trusts shall be made to the Administrative Office of the respective Trust Funds on or before the tenth (10th) of each month. In the event the Employer is delinquent in the payment of his contributions to any of the Trust Funds, the employee, the Union or the Trustees shall have the right, notwithstanding any other provisions of this Agreement, to take legal action they deem necessary against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contribution due any of the Trust Funds, then the Employer shall be liable for all costs and expense of litigation including reasonable attorney fees.

10.2.2 The Employee and the Union shall abide by such rules as may be established by the Trustee of said Trust Fund and shall vest in the Trustees the sole discretion to determine eligibility, benefits and termination of benefits.

10.3 Any excess amount not utilized shall be "pooled" and become available for those within the bargaining unit who have enrolled their dependents in an approved hospitalization and medical plan no later than the close of the annual open enrollment period. Such excess monies shall be distributed on an FTE basis, commencing not later than January 1st of each year. The District will add to the annual "pool" an amount that equals twenty dollars (\$20.00) per month per benefit eligible employee.

Funds remaining in the bargaining unit medical insurance pool at the conclusion of the Employer's budget year shall be retained in the pool for use during the next school year.

- 10.4 The Employer shall increase the amount of contribution provided for in Section 10.1 at such time(s) and by such amount(s) equal to no less than that which is afforded to the Employer by the State for the purchase of certain insurance programs.
- 10.5 The Employer shall provide for each employee the VEBA III Medical Benefit Plan for the conversion of sick leave to medical expenditures. The plan explanation shall be available in the payroll office.
- 10.6 The Employer and the Union agree to monitor the Health Insurance premiums during the life of this Agreement to find alternative medical coverage which will reduce or minimize the rate increases without decreasing the medical coverage.
- 10.7 Western Conference of Teamsters Pension Plan: The bargaining unit may, during the term of this agreement, as a bargaining unit, elect to participate in the Western Conference of Teamsters Pension Trust. Contributions shall be by payroll diversion based on all compensated hours and shall be uniform by classification. Should the unit elect to participate, payroll and HR procedures will be mutually determined.

ARTICLE XI MISCELLANEOUS

- 11.1 Per Diem - Employees required by the Employer to remain overnight away from their regular headquarters shall be reimbursed for their actual expenses and shall be paid at a flat rate.
- 11.2 Pay Checks - Employees working less than twelve (12) months per year shall be paid in twelve (12) equal payments beginning in September and continuing through August of each year. The basic monthly payment, which is exclusive of any overtime, shall be determined by adding the number of working days plus holidays and multiplying that sum by the number of regular hours worked each day times the employee's hourly rate and dividing that total by twelve (12).
- 11.2.1 Employees working twelve (12) months per year shall be paid; in twelve (12) equal payments beginning in September and continuing through August of each year. The basic monthly payment, which is exclusive of any overtime, shall be determined by multiplying the number of regularly scheduled working days (two hundred sixty (260) inclusive of holidays and earned vacation) times the regular hours worked per day times the employee's hourly rate and dividing that total by twelve (12).
- 11.3 Work Footwear - The Employer shall provide, on an annual basis, for the purchase and/or repair of work appropriate footwear to each custodian which is germane to their job functions. The purchase allowance shall not exceed one hundred fifty dollars (\$150.00) per year excluding applicable sales tax (original receipt required). The acquisition of footwear must be pre-approved by the Employer and shall be facilitated collaboratively with the Custodial Operations Lead with oversight by the Employer.

ARTICLE XII DISCIPLINE, DISCHARGE AND SUSPENSION

- 12.1 The Employee and Union shall receive written notification of intent to conduct an investigatory interview. The written notice shall include the nature of the allegation of misconduct and the date and time the District wants to meet to interview the Employee. The Employee has the right to have a Business Agent or Shop Steward present at the interview. Arranging the participation of the Business Agent or Shop Steward will not unreasonably delay the investigation. Any delay to the investigation created by the securing of a Business Agent or a Shop Steward shall be added to the timelines contained in section 12.3.
- 12.2 The District shall not discipline an employee without just cause. The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to discipline an employee, it shall be done in a manner which will not embarrass the employee. The District shall give to the employee at least one (1) written warning notice prior to suspension or discharge, except as limited in Article 12.4. All copies of discipline shall be forwarded to the Union. Disciplinary actions or measures by the District shall be limited to verbal warning (documented in writing); written reprimand; suspension without pay; and discharge.
- 12.3 The District shall administer verbal warnings and written reprimands within ten (10) District Business days of knowledge of the occurrence leading to the discipline. Discipline for infractions covered under Section 12.4 shall be administered within fifteen (15) District business days of knowledge of the occurrence leading to the discipline. Upon receipt of a written or emailed request, the Union agrees to extend the timelines for administering discipline under Section 12.4 in order for the District to complete an investigation. Upon completion of the investigation the District shall notify the Union the investigation is completed and will administer the disciplinary action within five (5) District business days.
- 12.4 Just cause for immediate suspension or discharge shall include but not be limited to infractions identified in WAC 181-88, gross insubordination, under the influence of alcohol or drugs on the job, proven dishonesty, theft or destruction of District property, workplace violence, or issues of parallel magnitude.
- 12.5 Except for infractions defined in WAC 181-88, employees have the right to request in writing to Human Resources the removal of discipline from their personnel files. The status of their request shall be communicated in writing by Human Resources.
- 12.6 The Employer shall be the sole judge of the competency of temporary and substitute employees. Temporary and substitute employees shall be employed at the sole discretion of the Employer. Failure of the Employer to schedule for work or retain the services of a temporary or substitute employee shall not be subject to the grievance procedure.

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 A grievance shall be defined as claim by an employee, a group of employees, or the Union on behalf of an employee or a group of employees that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 13.2 When a grievance arises, the employee(s) concerned shall continue to work as directed by the Custodial Supervisor and such grievance shall be submitted under the following procedures:
- 13.2.1 STEP 1 - A grievance shall first be taken up by the employee(s) and shop steward informally with the Employer. No grievance shall be considered unless submitted to the Custodial Supervisor or Designee within twenty (20) working days of its occurrence unless circumstances beyond the control of the aggrieved party prevent its submission within such period.
- 13.2.2 STEP 2 - If the grievance is not resolved to the employee's satisfaction in accordance with STEP 1, the employee and/or the Union shall reduce to writing a statement of the grievance containing the following:
- The facts on which the grievance is based.
 - A reference to the provision(s) of this Agreement which have been allegedly violated.
 - The remedy sought.
- 13.2.3 The written grievance shall be submitted to the Custodial Supervisor or Designee within five (5) working days of the informal meeting outlined in STEP 1. Within ten (10) working days after receipt of the written grievance the Custodial Supervisor or Designee shall communicate a written response to the grievant.
- 13.2.4 STEP 3 - If the grievance is not satisfactorily resolved at STEP 2, the employee and/or Union, may within ten (10) working days after receipt of the written response from STEP 2, submit the grievance to the Superintendent or Designee of the District. Within ten (10) working days after receipt of the grievance the Superintendent or his designee shall communicate a written response to the grievant.
- 13.2.5 STEP 4 - If the grievance is not resolved at STEP 3, or if no decision has been made within the period provided, the Union may submit the grievance to arbitration. The Union may exercise its right to arbitration by giving the Superintendent or Designee notice of its intent to arbitrate within fifteen (15) working days after the decision in STEP 3 or fifteen (15) working days after the time limit in STEP 3, whichever occurs first.
- 13.3 Selection of Arbitrator - In regard to each case that reaches arbitration, the parties shall attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within fourteen (14) working days after submission of the written request for arbitration, the parties shall jointly request the

Public Employment Relations Commission to submit a panel of seven (7) arbitrators. Such request shall state the general nature of case involved. When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name shall be determined by lot.

- 13.4 Rules of Procedure for Arbitration - Arbitration proceedings shall be conducted in accordance with the following:
 - 13.4.1 The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) working days from the completion of the hearing unless otherwise mutually extended.
 - 13.4.2 The arbitrator shall rule only on the basis of information presented in the hearing. Additional information may be submitted only upon mutual written agreement by the Employer and the Union.
 - 13.4.3 Each party to the proceedings may call such witnesses as may be necessary in order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, written or oral, shall be confined to and directed at the matters set forth in the grievance.
 - 13.4.4 Each party shall pay any compensation and expense relating to its own witnesses or representatives.
 - 13.4.5 The arbitrator's fees and expenses shall be shared equally by the Employer and the Union.
 - 13.4.6 The total cost of the stenographic record, if requested, shall be paid by the party requesting it. If the other party also requests a copy, that party shall pay one-half (1/2) of the stenographic costs.
- 13.5 The Employer and the Union may mutually agree to extend the time limits at any STEP in the grievance procedure.
- 13.6 Binding Effect of Award - All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union or the arbitrator shall be final and binding upon all parties to the grievance.
 - 13.6.1 The arbitrator shall not have the authority to add to, subtract from or amend in any way this Agreement in whole or part.

- 13.7 Time Limitations As To Back Pay - Grievance claims regarding retroactive compensation shall be limited to two (2) pay periods prior to the written submission of the grievance to the Employer's representatives, except when constructive knowledge can be demonstrated. This two (2) pay period limitation may be waived by mutual consent of the parties.
- 13.8 Signing Grievance Does Not Concede Arbitrable Issues - The signing of any grievance by any employee or representative of either the Employer or the Union shall be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

ARTICLE XIV NO STRIKE. NO LOCKOUT

- 14.1 There shall not be an authorized strike, slowdown, or any other stoppage of work by the union, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE XV MANAGEMENT RIGHTS

- 15.1 The customary and usual rights, powers, function and authority of management are vested in management officials of the Employer. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain and assign employees in positions the right to suspend, discharge, demote or take other disciplinary action against employees; the right to release employees from duties because of lack of work or for other legitimate reasons. The Employer shall retain the right to maintain efficiency of the Employer operation by determining the methods, means and the personnel by which such operation is conducted.
- 15.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policies, procedures and practices, matters of working conditions and exercising the rights set forth in the previous Section, the Employer shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement subject to the term of this Agreement and the Grievance Procedure, ARTICLE XIII.

ARTICLE XVI SAVINGS CLAUSE

- 16.1 It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of final jurisdiction. In such event, either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

16.2 In the event that any of the provisions of this Agreement are not in compliance with existing State Law, thereby necessitating a reduction in the rates of pay set forth within Appendix "A" of this Agreement, such reduction shall be made retroactive to such time and in such amounts as may be required to re-establish compliance with such State Law.

ARTICLE XVII EVALUATIONS AND PERFORMANCE IMPROVEMENT PLANS

17.1 Employees within the bargaining unit shall be formally evaluated once in each calendar year and shall receive said evaluation at least Five (5) working days prior to the end of their contracted work year. Probationary employees shall receive at least one evaluation prior to the end of their 60 day probationary period.

17.1.1 Employees within bargaining unit shall be formally evaluated in writing by the Superintendent's administrative designee using forms provided by the District. The form shall be signed by the administrative supervisor and the employee. The employee's signature is not necessarily an indication the employee agrees with the content of the evaluation. A copy of the form shall be provided to the employee following the discussion of the evaluation by the administrative supervisor with the employee. An employee may attach his/her own written comments to said evaluation.

17.1.2 All performance evaluations shall contain clear and specific objective criteria to be used in the evaluation which shall be predicated upon the appropriate job description. All evaluations shall include attainable goals for each position and a specific process for the attainment of those goals. Evaluations shall not be used as a secondary forum to address or re-address issues already addressed under Article XII.

17.2 If an employee's performance is judged to be unsatisfactory after initial non-disciplinary steps, and the supervisor has previously met with the employee regarding the performance in question, the immediate supervisor shall arrange a conference with the employee. The conference shall occur within ten (10) working days of the employee's notification of unsatisfactory performance and shall include a Union Representative of the employee's choice. The immediate supervisor shall discuss and reduce to writing specific objective items of concern and prepare a performance improvement program.

17.3 The performance improvement program shall be four (4) months in duration and include:

1. The areas of specific objective performance deficiency;
2. The recommended or desired performance levels which will be uniform and consistent with the requirements outlined in the employees job description;
3. The activities necessary to reach the desired performance levels which will include the specific support methods to be provided.

- 17.4 During that time the employee and Union Representative if so desired by the employee shall meet with their immediate supervisor twice monthly to determine if progress toward improvement is being made. An employee may be removed from the performance improvement program at any time performance deficiencies are corrected.
- 17.5 Failure of the employee to reach desired performance levels by the end of the four (4) month performance improvement program may result in them being subject to progressive discipline under the provisions of Article XII of this contract. Being on a plan of improvement is not disciplinary. However, failing to reach satisfactory performance levels may lead to discipline.
- 17.6 The grievance procedure described in Article XIII shall apply to any violation of this article.

ARTICLE XVIII DURATION

- 18.1 This Agreement shall be effective September 01, 2019, excepting those provisions which denote otherwise, and shall remain in full force and effect through August 31, 2022, and year to year thereafter unless either party to this Agreement serves notice as provided herein.
- 18.2 At least sixty (60) days prior to September 1st, the Union and the Employer may meet for the purpose of negotiating one non-monetary issue.
- 18.3 At least sixty (60) days prior to the expiration date of this Agreement the Union or the Employer shall have the right to open this Agreement for the purpose of renegotiations.
- 18.4 The Union and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event of a double levy failure or other similar significant loss of revenue beyond control of the District, the Union and the District shall meet and confer, share and discuss the cause of significant change, and as appropriate bargain, changes to the Agreement.

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

Lake Stevens School District No. 4

By _____
Scott A. Sullivan
Secretary-Treasurer

By _____
John Balmer
Executive Director of Human
Resources

Date _____

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
LAKE STEVENS SCHOOL DISTRICT NO. 4
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Custodians)

September 01, 2019 through August 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the LAKE STEVENS SCHOOL DISTRICT NO. 4, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

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

A.1 Effective September 01, 2019, the hourly rates of pay for employees performing work covered by this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE OF PAY</u>
Substitute Custodian	\$20.00
Temporary Custodian	\$22.62
 Custodian	 \$22.62
 <u>Head Custodian</u>	
Elementary School	\$24.26
Middle/Junior High School	\$24.51
Mid-High School	\$24.76
High School	\$25.01
 Custodial Operations Lead	 \$32.92

Effective September 01, 2020, and each September 01 thereafter the District shall apply to all classifications contained in A.1 hourly increases equal to the IPD % or any other increases as established by the State Legislature for school employees.

Effective September 01, 2020 and 2021, in addition to the increases provided for above, the District will further increase hourly rates of pay in all classifications contained in A.1 by two and a quarter percent (2.25%).

A.2 Effective September 1st of each year all employees in the Custodian Classification shall advance to the next highest step on the wage schedule.

- A.3 An employee who works swing shift shall be paid seventy-five cents (\$.75) per hour in addition to his hourly rate of pay as set forth within Section A.1 regardless of temporary assignment to a different shift.
- A.4 An employee who works graveyard shift shall be paid ninety cents (\$.90) per hour in addition to his hourly rate of pay as set forth within Section A.1 regardless of temporary assignment to a different shift.
- A.5 The rate of pay for the Elementary Head Custodian classification shall be established at ninety-seven percent (97%) of the High School Head Custodian classification rate of pay.
- A.6 The rate of pay for the Middle/Junior High School Head Custodian classification shall be established at ninety-eight percent (98%) of the High School Head Custodian classification rate of pay.
- A.7 The rate of pay for the Mid-High School Head Custodian classification shall be established at ninety-nine percent (99%) of the High School Head Custodian classification rate of pay.
- A.8 The Employer shall compensate custodial employees that train new employees and substitutes an additional one dollar and twenty-five cents (\$1.25) per hour in addition to their hourly rate of pay for those hours spent training new employees and substitutes.
- A.9 Longevity Pay – Employees shall be paid an additional fifteen cents (\$0.15) per hour above the base hourly rate of pay at the completion of nine (9), twenty-five cents (\$0.25) per hour above the base hourly rate of pay at the completion of fourteen (14), thirty-five cent (\$0.35) per hour above the base hourly rate of pay at the completion of nineteen (19), and fifty cents (\$0.50) per hour above the base hourly rate of pay at the completion of twenty-four (24) years of employment for the Employer.

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

Lake Stevens School District No. 4

By _____
Scott A. Sullivan
Secretary-Treasurer

By _____
John Balmer
Executive Director of Human Resources

Date _____

Date _____

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE STEVENS SCHOOL DISTRICT NO. 4
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Custodians)

September 01, 2019 through August 31, 2022

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN THE PUBLIC, PROFESSIONAL & OFFICE CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763 (Custodians)

The District and the Union agree to the following provisions regarding the addition of a Custodial Operations Lead.

1. The position is based upon a job description written by the District in collaboration with the Union and includes generally defined hours of work with some flexibility within the schedule to address the needs of the District.
2. The Custodial Operations Lead is a bargaining unit position subject to the terms of the Collective Bargaining Agreement.
3. The rate of pay for the position of Custodian Operations Lead is set forth in Appendix "A", A.1 and increased year after year pursuant to the terms of the Collective Bargaining Agreement. Because the salary of this position contemplates that there is flexibility built into the schedule and that a major part of the job is mentoring and training custodians, this position is exempt from sections 4.3 and A.8 of the Collective Bargaining Agreement.
4. The position of Custodial Operations Lead if vacated by the current employee will be posted internally and open to all Head Custodians who have successfully completed five (5) or more years of consecutive employment as a Head Custodian in the bargaining unit. The position will be filling by a competitive interview process as defined in Sections 5.4.3 through 5.4.5.

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

Lake Stevens School District No. 4

By _____
Scott A. Sullivan
Secretary-Treasurer

By _____
John Balmer
Executive Director of Human Resources

Date _____

Date _____