

Collective Bargaining Agreement

between

Northshore School District No. 417

and

**Northshore Custodians Group
Affiliated with Teamsters Local Union No. 763
(Representing Custodians)**

September 1, 2022 through August 31, 2025

TABLE OF CONTENTS

| | Page |
|---|------|
| ARTICLE 1 - UNION RIGHTS | 2 |
| ARTICLE 2 - CONDITIONS OF EMPLOYMENT | 6 |
| ARTICLE 3 - CHANGE OF STATUS..... | 11 |
| ARTICLE 4 - HOLIDAYS AND VACATIONS | 16 |
| ARTICLE 5 – LEAVES..... | 18 |
| ARTICLE 6 - GROUP INSURANCE PROGRAMS | 23 |
| ARTICLE 7 - GRIEVANCE PROCEDURE..... | 24 |
| ARTICLE 8 - MANAGEMENT RIGHTS | 26 |
| ARTICLE 9 - COMPENSATION | 26 |
| ARTICLE 10 - WORK STOPPAGES | 27 |
| ARTICLE 11 - SUBCONTRACTING | 28 |
| ARTICLE 12 – BUILDING USE | 28 |
| ARTICLE 13 - EMPLOYEE RIGHTS..... | 28 |
| ARTICLE 14 - CONDITIONS OF THE AGREEMENT..... | 29 |
| SIGNATURE PAGE..... | 30 |
| APPENDIX A - SALARY SCHEDULE(S) | 31 |
| APPENDIX B - EMPLOYEE ATTENDANCE INCENTIVE PROGRAM..... | 33 |
| LETTER OF UNDERSTANDING..... | 35 |

This page is intentionally left blank.

**Collective Bargaining Agreement
between
Northshore School District No. 417
and
Northshore Custodians Group affiliated with Teamsters Local Union No. 763**

Effective September 1, 2022 through August 31, 2025

THIS AGREEMENT is by and between the Northshore School District #417 (hereinafter designated as the Employer), the Northshore Custodians Group (hereinafter designated as the Association), and Teamsters Local Union No. 763 affiliated with the International Brotherhood of Teamsters (hereinafter designated as the Union) for the purpose of governing their labor relations by fixing the scale of wages, schedules of hours and conditions of employment for the designated employees in the Northshore School District.

ARTICLE 1 - UNION RIGHTS

1.1 Union Sole Bargaining Agent

The Employer acknowledges that the Association was certified by P.E.R.C. following an election (135919-E-22) to be the exclusive bargaining representative for the custodial employees within classifications hereinafter mentioned. The parties agree to meet their obligations under RCW 41.56. The Employer further has voluntarily recognized that the Association has appointed the Union to serve as the exclusive bargaining representative on its behalf for this unit.

1.2 Union Membership and Dues Deductions

The Employer shall provide the Union the names, addresses, telephone numbers, Social Security numbers, and hire dates of all new hires within thirty (30) calendar days of their employment, and in addition, the Employer shall notify the Union of all terminations. The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreed to times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.

- 1.2.1 The Employer shall notify all employees subject to this Agreement at their time of hire they have been hired into a Union represented position under a Labor Agreement administered by Teamsters Local Union No. 763.
- 1.2.2 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).

1.2.3 The Employer shall deduct Union membership dues, initiation fee, and delinquent dues and initiation fee from the wages of each employee who has submitted a written authorization on a form provided by the Union. Such deductions shall be transmitted monthly to the Local Union on behalf of the employees involved unless an employee terminates membership pursuant to Section 1.2.2 above.

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

1.3 Building Access

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

1.4 Bulletin Boards

1.4.1 The District will make available suitable space at each school for the exclusive use of the Union for posting official notices of Union business and information deemed necessary by the Union for its members. If the Employer has reason to believe any such notices violate the policies of the Employer, the Union will be notified of the specific concern.

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

- a) The use is consistent with state and federal law and the District's Electronic Information System policy governing the use of the District's electronic mail system;
- b) The use does not interfere with the operation of the District's network resources or increase the District's operational costs;
- c) The use by employees on behalf of the Union is on the employees' own time;
- d) The District and the Union shall consult if either party has a concern about appropriate use of District communication systems for Union purposes; and
- e) If the District's Electronic Information System policy is modified, either party may open Section 1.4.2 for discussion or bargaining.

1.5 Work Site Leaders

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

1.6 Committees

1.6.1 Negotiating Committee

A Negotiating Committee will be selected by the Union.

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

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

1.6.2 Labor Management Committee

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

It is understood that the committee shall function in a consultative capacity and shall not be considered a collective bargaining forum, nor a decision-making body unless the parties mutually agree to otherwise on a given topic. Either the Union or the District may initiate a discussion on an appropriate topic. If meetings are not already scheduled on a reoccurring basis, requests for additional meetings shall be made in writing by the Union or the District or their designated representatives. Both parties agree to exchange agenda items in advance of meeting as soon as reasonably practicable.

1.6.3 Safety Committee

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

1.7 Maintenance of Present Wage and Working Conditions

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

1.8 Union Business Leave

1.8.1 Short-term Union Business Leave

A maximum total of eighty (80) hours of release time with reimbursement from the Union shall be provided annually to employees elected or appointed to office in the Union; provided that the leave is for the purpose of conducting Union business and is requested by the Union representative. Such leave must be scheduled in advance by mutual agreement.

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

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

The Director of Support Services shall approve the request if:

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

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

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

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

1.9 New facility opening

If the District opens a new facility and/or adds additional square footage at an existing facility, the parties will meet in Labor-Management Committee to discuss the effects of the District's staffing decisions. The facility manager at the affected site will be required to provide recommendations regarding adjustments to assignments.

1.10 Workload Evaluation

Annually, custodial workload (runs) will be evaluated for proper staffing and assigned hours at each facility using the following data:

- 1. square footage
- 2. distance from building to building
- 3. rental actives
- 4. school activities
- 5. eating in classrooms
- 6. enrollment

Annually, the parties will meet in Labor-Management Committee to discuss the outcome of the workload evaluation. Nothing about this evaluation requires the District to modify staffing levels.

ARTICLE 2 - CONDITIONS OF EMPLOYMENT

2.1 Definition of Employee

2.1.1 Employees

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

2.1.2 Annual Employees

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

2.1.3 New Employees

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

2.1.4 Substitutes

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

2.1.5 Student Employees

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

2.2 Probationary Period (New Employees)

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

2.2.2 Grievances related to discipline up to and including termination procedures are not applicable to new employees during their probationary period.

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

2.3 Work Week

2.3.1 The standard workday shall consist of eight and one-half (8.5) consecutive hours which would include the lunch period as described in 2.3.3 and rest periods defined in 2.3.4. The standard workday for Facility Managers at elementary schools with daycare programs shall consist of nine (9) consecutive hours inclusive of thirty (30) minutes of scheduled overtime pursuant to Section 2.4.1 which would include the lunch period as described in 2.3.3 and

rest periods defined in 2.3.4. Employees are required to clock in by the start of their assigned shift and clock out when their assigned shift ends. Employees must clock out for their lunch breaks and clock back in when their lunch breaks are over.

- 2.3.2 Employees whose shift has the majority of the hours worked between 2:00 p.m. and 12:00 a.m. shall receive an additional \$1.25 per hour.
- 2.3.3 A duty free lunch period shall be provided for all custodial staff who work five (5) hours per day or more. The normal work shift for full time employees shall cover an eight and one-half (8.5) hour period which shall include a thirty (30) minute unpaid lunch period.
- 2.3.4 Each employee shall receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period both of which rest periods shall occur as near the middle of each half shift as is practical.
- 2.3.5 In an emergency situations where an employee is required to work during their lunch period, the employee will contact the supervisor by phone or email for direction.
- 2.3.6 The following provisions apply to employees occupying Custodial Services Coordinator positions:
 - 2.3.6.1 The provisions of subsections 2.3.1 through 2.3.4 shall not apply to Custodial Services Coordinators.
 - 2.3.6.2 The standard work week for Custodial Services Coordinators shall generally be Monday through Friday and shall consist of five (5) consecutive eight hour days inclusive of break and lunch periods. The workday shall start between the hours of 6:00 a.m. and 2:00 p.m. The actual start time will be decided by the Director of Operations in consultation with the Custodial Services Coordinators on how to best meet the needs of the District and assure the effectiveness of the position.
 - 2.3.6.3 The District may schedule the Custodial Services Coordinators to work four (4) consecutive ten (10) hour days, inclusive of breaks and lunch periods.
- 2.3.7 A swing shift employee may not be required to work a day shift immediately consecutive to his/her regularly assigned shift, but may do so voluntarily.

2.4 Overtime

- 2.4.1 Any hours worked in excess of the normal hours per day for each shift as stated in Section 2.3 will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.
- 2.4.2 Any work performed on Saturday will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.

- 2.4.3. Any hours worked beyond twelve (12) hours per day or on Sundays shall be paid at two (2) times the regular rate per hour.
- 2.4.4 Overtime will be assigned on a voluntary basis to employees, with first consideration given to those employees assigned to the facility.
- 2.4.5 The Facility Manager is responsible for the seniority rotation of overtime within a school. Custodial Services Coordinators are responsible for the seniority rotation of overtime among other full-time custodial employees. At the summer in-service meeting employees will be offered the opportunity to sign up for the district wide overtime assignment list. Newly hired employees will be offered the opportunity to add their name to the list during the school year after successful completion of sixty (60) working days.
- 2.4.6 The District shall allocate non-shift hours on a per building basis to be used by the Facility Managers and Night Lead Custodians at their discretion. Facility Managers shall use the allotment on an as needed basis but with the understanding that the allotment is for an entire year and may be shared with the Night Lead Custodian/Night Custodian. The allotment will be as follows:

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

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

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

2.5 Call Back Service

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

2.6 Safety and Safety Equipment

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

- 2.6.1 Consistent with the appropriate job description, custodial staff will be responsible for performing minor maintenance and repairs which do not require, special tools, special skills, or large blocks of time. As part of general building care and maintenance, custodial employees are required to perform routine minor preventative maintenance, including but not limited to HVAC filter and ceiling tile replacement. HVAC filter replacement by custodial employees will be limited to six (6) times per calendar year. Ceiling tile replacement will be limited to basic replacement of whole tiles which don't require cutting or reshaping of the tile. The Employer will provide all necessary PPEs and training of custodial employees to perform work which falls under this Section. If a custodian feels that unique circumstances of a particular preventative maintenance task requires additional support or training, the employee should contact the custodial coordinator or custodial supervisor for direction and guidance.

2.7 Pay for Higher Classification Work

- 2.7.1 In the event that an individual employee substitutes in a position with a higher classification than his/her regular classification, the employee's salary will be adjusted as follows:

- a. No adjustment will be made for substitutions of less than two (2) consecutive working days duration.
- b. Upgrades will not be available during break periods unless approved in advance

2.8 Mileage

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

2.9 Employee Evaluation

An employee's performance shall be evaluated at least once annually. The following guidelines will be used to evaluate employees in the bargaining unit:

1. Evaluative information will be gathered from multiple sources, which will at least include Facility Managers (for custodians), Principals and Coordinators.
2. The Director of Support Services will evaluate Coordinators; the Director of Support Services, with input from the Coordinators and the Principals, will evaluate the Facility Managers; Coordinators, with input from Facility Manager and Principal, will prepare a draft evaluation of all other custodians with final review and signature of the evaluation by the Director of Support Services.

- 2.9.1 The Supervisor shall review his/her evaluation with the employee and shall afford the employee an opportunity to comment in writing on the evaluation. The employee shall sign the evaluation to document only that it was shown to him/her and discussed with his/her supervisor.
- 2.9.2 The signed original shall be placed in the employee's personnel file in the Human Resources Office with a copy given to the employee and a copy retained in the Supervisor's office. No other copies of the evaluation shall be kept by the District.
- 2.9.3 Copies of evaluations shall be placed in the employee's personnel file, and a copy furnished the employee. An employee may place a written response to any performance evaluation in his/her personnel file. An employee's signature on the evaluation will signify receipt of the evaluation not necessarily agreement with it. Evaluations shall not be considered warning notices for purposes of 3.2.2. An employee may appeal an evaluation that has a potentially adverse effect on his/her employment status through the following appeals process:

STEP ONE:

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

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

STEP TWO:

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

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

- 2.10 The District uses video recording systems on District worksites. The primary purpose of these systems is for monitoring the safety of students, staff and District property. The primary purpose of these systems is not to monitor employee performance for disciplinary action. However, if an employee discipline matter occurs, the District will follow the terms and conditions of the collective bargaining agreement (Section 3.2.2). The District agrees to maintain a log to document when these systems are viewed related to personnel matters.

ARTICLE 3 - CHANGE OF STATUS

3.1 Seniority

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

3.1.2 All open positions shall be governed by the following:

3.1.2.1 Selection Process - Facility Manager or Night Lead Custodian Positions

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

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

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

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

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

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

- a) The Director of Support Services or designee is not required to screen applications;
- b) There is no requirement to have the Steward involved; and
- c) If an applicant is not selected, then the applicant, upon written request to the Director of Support Services, shall be entitled to receive a written explanation that sets forth the good faith reason(s) for the determination not to select the individual.

3.1.2.3 Selection Process - Custodial Services Coordinator

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

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

3.2 Employment Status Changes

3.2.1 Notice of Resignation

When possible, each employee shall give the District at least two (2) weeks notice of his/her intention to separate employment. Failure of the employee to give such notice may affect the Employer's desire to re-employ the employee in the future.

3.2.2 Disciplinary Action

No employee may be discharged, disciplined, or suspended except for just cause. Letters of counseling or letters of direction are not considered disciplinary action and are not maintained in the employee's personnel file. The employee and Union shall be notified in writing of the basis of the disciplinary action within fourteen (14) calendar days from the date the District obtained knowledge of the violation. The District may request an extension to the fourteen (14) calendar day timeline. Approval of a timely submitted timeline extension request will not be unreasonably denied by the Union.

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

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

Sections 3.2.2 – 3.2.2.2 shall not apply to probationary employees and they do not have the grievance procedure available to them in the termination process while they are in their probation period.

3.3 Retirement

3.3.1 Retirement shall be as required by law and pursuant to Section 6.3.

3.4 Layoff Procedures

The District will provide written notification to the Union Representative and to the employees who are employed in positions which have been identified for layoff at least thirty (30) calendar days in advance of the effective date of the layoff.

Layoffs will occur in reverse order of seniority within each classification with the least senior employee(s) being laid off first.

Classification shall be defined as positions with the same job title or paid at the same wage level, e.g. Woodmoor Elementary Facility Manager and High School Night Lead.

In the event that two or more employees have the same seniority date, the order of seniority shall be determined by a lottery drawing.

Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation, termination and retirement.

3.5 Reassignment and Bumping

3.5.1 An employee whose position has been eliminated may be reassigned to a vacant position in the same classification. Should no such vacancy exist, the employee may bump the least senior employee in that classification.

3.5.2 If an employee chooses not to exercise his/her bumping rights as above, no vacancy exists in the same classification, and/or he/she is the least senior employee in his/her classification, the employee may be reassigned to a vacant position in a lower pay classification or bump the least senior employee in a previously held lower classification.

3.5.3 The bumped employee may also bump the least senior employee in a previously held lower classification.

3.5.4 Employees who are bumped into a lower pay grade will have their wages maintained at their rate of pay in the higher classification for one year from the first day of the reassignment. At that time, the employee will be moved to the step of the pay rate of the lower classifications that is the closest to and not more than his/her rate of pay in the higher classification.

3.6 Re-employment Pool

3.6.1 In the event of layoff, affected employees are to be placed on a re-employment list maintained by the Human Resources Department according to seniority within each classification. Names shall remain on the re-employment list for eighteen (18) consecutive months from the date of layoff. It is the employee's responsibility to keep his/her address and telephone number current with the District. In the event of a district or school emergency extended closure where work is not available, the parties will come together to discuss possible revision of the eighteen month timeframe.

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

3.7 Recall Procedures

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

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

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

ARTICLE 4 - HOLIDAYS AND VACATIONS

4.1 Holidays

- 4.1.1 Annual employees shall be granted the following fourteen (14) paid holidays: New Year's Day, the day before or after New Year's Day, Martin Luther King Jr. Birthday Observance, Presidents' Day, Memorial Day, Veterans' Day, Juneteenth, Independence Day, the day before or after Independence Day, Thanksgiving Day, the day after Thanksgiving Day, Labor Day, the day before or after Christmas, and Christmas Day.
- 4.1.2 School term employees shall receive as paid holidays all the above holidays which fall within the months they work.
- 4.1.3 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday, provided, that if school is in session on the Friday preceding or Monday following, an additional day of vacation shall be given.
- 4.1.4 Work performed on holidays shall be paid at two (2) times the regular rate of pay in addition to the above holiday pay.
- 4.1.5 If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation. In order to receive holiday pay, eligible employees must work the day before or the day after a holiday or be on paid leave the day before or the day after a holiday.
- 4.1.6 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

4.2 Vacations

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

| | |
|--------------------------------|-----------------------|
| 1 through 3 years employment | 12 days paid vacation |
| 4 through 6 years employment | 15 days paid vacation |
| 7 through 14 years employment | 20 days paid vacation |
| 15 through 19 years employment | 21 days paid vacation |
| 20 through 24 years employment | 22 days paid vacation |
| 25 years or more employment | 24 days paid vacation |

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

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

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

- 4.2.7 Any balance of accumulated vacation time shall be taken prior to the last day of employment.
- 4.2.8 If an employee is ill or is incapacitated by an accident while on vacation, supported by a doctor's or other appropriate licensed medical practitioner's certificate for one (1) day or more, the balance of the vacation time due him/her may be suspended at the request of the employee and upon approval of the Supervisor of Custodial Services. Time off for the illness or accident will be used from the employee's accrued sick leave, if any, until the employee is recovered or until the sick leave is exhausted. The balance of the vacation due the employee may be used at a time agreed upon between the District and the employee.
- 4.2.9 During school break periods if custodial staff are moved from one (1) facility to another, the Facility Managers affected shall be given as much advance written notice as reasonably practicable. If custodial staffing is reduced or increased at a facility after the cleaning schedule for that break period has been submitted, the affected Facility Managers will be given a reasonable amount of time to re-submit their cleaning schedule.

ARTICLE 5 – LEAVES

PREAMBLE:

The Employer and the Union mutually agree that Article V 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.

5.1 Illness, Injury and Emergency Leave

- 5.1.1 At the beginning of each work year, each employee will be credited with twelve (12) days of illness, injury or emergency leave, which will accumulate from year to year and such accumulated leave may be taken at any time during the year for the illness or injury of the employee or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Sick leave accrual and use shall be shown on each employee's pay warrant stub.
- 5.1.2 For each day's absence beyond accumulated illness and/or injury leave days, a deduction of a full work day's per diem shall be made.
- 5.1.3 The District may require an employee using illness or injury leave in excess of three (3) consecutive work days to provide the district with a physician's certificate attesting that such leave was taken for the employee's personal illness, injury, or other allowable reasons. The District shall not arbitrarily exercise its right to request certification. Failure upon demand to provide the District with said certificate may result in a salary deduction.

5.1.4 The accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:

5.1.4.1 Serious illness or injury in the immediate family;

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

5.1.4.3 Birth or adoption of an employee's child, if not covered by personal illness leave;

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

5.1.5 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.

5.1.6 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.

5.1.7 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the year.

5.1.8 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.

5.1.9 The employees shall receive compensation for eligible accumulated illness, injury, and emergency leave as an employee attendance incentive program in accordance with the conditions contained in Appendix "A" set forth in this Agreement.

5.1.10 Leave sharing shall be permitted as provided in board policy and state law and regulation.

5.2 Bereavement Leave

5.2.1 Each employee shall be allowed a maximum of five (5) days leave with pay for each occasion for absence caused by death of a member of that employee's immediate family (spouse, parent, step-parent of the employee, sibling, child, or others living in the same immediate household).

5.2.2 Each employee shall be allowed a maximum of three (3) days leave with pay for each occasion for absence caused by death of that employee's brother- or sister-in-law, son- or daughter-in-law, mother- or father-in-law, grandparent or grandchild.

5.2.3 Each employee shall be allowed one (1) day's leave with pay per year to attend any other funeral.

5.2.4 This bereavement leave is not deducted from the sick leave and is non-accumulative.

5.3 Personal Leave

5.3.1 Employees shall be entitled to take up to two (2) days of personal leave with pay accumulative up to six (6) days.

5.3.2 Whenever possible an employee desiring to take personal leave shall submit a written request to the Custodial Supervisor designee at least five (5) working days prior to the requested start of the leave.

5.3.3 Personal leave may be used for personal matters or to attend work related, but voluntary, conferences or workshops. Personal leave may not be used for recreational purposes or to extend a vacation period or holiday weekend.

5.3.4 Employees shall be entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity under the auspices of a religious denomination, church or religious organization. The district will grant an employee's request for two unpaid holidays for conscience or religious observance per calendar year, unless the employee's absence would impose an undue hardship on the district.

5.3.5 Each July, employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of his or her intent to convert his or her accumulated personal leave to monetary compensation.

5.3.6 For eligible employees electing monetary compensation, the personal leave balance of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee's current per diem rate of pay.

5.3.7 The per diem rate of pay shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays and paid vacation days and exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.

5.3.8 All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.

5.3.9 PERS Plan 1 members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under PERS Plan 1 received personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the Employer shall deduct the amount from the employee's final pay.

- 5.3.10 The estate of an eligible deceased employee shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the deceased employee's current per diem rate of pay, consistent with Section 5.3.6 above.

5.4 General Leave - Non-Medical

- 5.4.1 Upon written request of an employee, the Superintendent or his designee may grant a non-compensated leave-of-absence for such things as: (a) family emergency, (b) child care and (c) education, etc.
- 5.4.2 A general leave-of-absence shall not exceed one (1) calendar year.
- 5.4.3 Except for military service there shall be no other employment while on leave without prior approval of the Superintendent.
- 5.4.4 The District will state in writing the terms of the leave-of-absence.
- 5.4.5 Upon written request, the District will reemploy the employee under the conditions in existence in the District pertaining to reemployment at the time of reemployment for a like-position to that held prior to the leave-of-absence provided the employee has met the conditions of the approved leave.
- 5.4.6 Employee benefits earned prior to a leave-of-absence will be reinstated and/or maintained upon re-employment. Seniority will not accrue during such leave.

5.5 Legal and Military Service Leave

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

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

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

5.6 Leave-of-Absence - Medical

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

5.7 Childbirth/Childcare/Adoption Leave

- 5.7.1 Employees shall be granted leave without pay for the purposes of childbirth and/or childcare according to the following provisions:
 - 5.7.1.1 An employee requesting leave for childbirth shall give written notice as far in advance as possible but in no event less than six weeks in advance to the Director of Human Resources. The written request for such leave shall include, (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin, and (3) the estimated date childbirth leave is to begin.
 - 5.7.1.2 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.
 - 5.7.1.3 Sick leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) calendar days following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee. Childbirth leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.
 - 5.7.1.4 Childbirth leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.
 - 5.7.1.5 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.

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

ARTICLE 6 - GROUP INSURANCE PROGRAMS

- 6.1 The Employer and the Union agree Article VI, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.
- 6.2 Other Insurance Programs – The District shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 6.3 Retirement Program – Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee's information concerning PERS and SERS membership benefits.
- 6.4 Tax Deferred Annuities – The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the union shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.
- 6.5 The District and the Union will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefits Accounts (VEBA) for eligible employees who are retiring or separating based on the definitions in RCW 28A.400.210 or for those who eligible and participate in annual sick leave and vacation buy back.

- 6.6 Deferred Compensation Plan – In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the terms of this Agreement.
- 7.2 A grievance is an alleged violation or misapplication of a specific Article or Section of this Agreement as it affects employees in the bargaining unit.
- 7.3 An employee along with the Union may institute a grievance. An alleged grievance filed by a shop steward or the Union on behalf of more than one employee shall be submitted in writing by the Union at Step II. The following procedures for pursuing alleged grievance shall be as follows:
- 7.3.1 STEP I - Within ten (10) working days of the time a grievance arises, an informal conference over the matter shall be held between the immediate supervisor, the employee, and the shop steward. The Shop Steward is required to notify the supervisor they are having a Step I grievance meeting. The parties involved in the informal conference shall attempt to resolve the matter for up to two (2) working days.
- 7.3.2 STEP II - If the grievance is not resolved at Step I, the grievant and shop steward will email, fax or mail a written grievance to the Union on a form provided by the Union. The Union may within ten (10) working days of the conclusion of the settlement period of the informal conference reduce the grievance to writing and present it to the Director of Support Services. The written statement should include (1) the nature of the grievance, (2) the Section(s) alleged to have been violated, (3) the recommended solution to the grievance.

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

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

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

If the grievance is not satisfactorily resolved, the Union may, within ten (10) working days of receipt of the written response in STEP III, be submitted in writing by the Union to the office of the Superintendent.

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

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

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

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

All costs incurred in the arbitration process for the arbitrator and court reporter shall be paid in equal shares by the Employer and the Union. The Union and the Employer are responsible for the costs they each incur related to their representation.

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

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.1 Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the Employer's inherent and traditional right to manage its respective business as has been its practice in the past. The Union recognizes the right of the Employer to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees--the right (which shall be exercised as provided in the paragraph relating to termination of employment) to layoff, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.
- 8.2 The exercise of the Employer's rights stated herein is an exclusive function of management. The exercise of the Management Rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.
- 8.3 The above statement of Management Rights is not intended to be exclusive.

ARTICLE 9 - COMPENSATION

- 9.1 Salary Schedule
Employees shall be paid according to the salary schedule as displayed in Appendix A to this Agreement. For the 2022-2023 school year, the base wage rates on Appendix A shall be increased by the state funded inflationary adjustment for classified employee salaries plus an additional two percent (2%). In addition to the aforementioned wage rate increases, the fifteen (15) year Step will be reduced to a ten (10) year Step and a new twenty (20) year Step will be created on Schedule 61 contained in Appendix A. For the 2023-2024 school year the base wage rates on Appendix A shall be increased by state funded inflationary adjustment for classified employee salaries plus an additional three percent (3%). The base wage rates on Appendix A for the Custodian classification Steps 01-03, 04, and 05 shall be increased by an additional one percent (1%), for a total additional increase of four percent (4%). For the 2024-2025 school year the base wage rates on Appendix A shall be increased by the state funded inflationary adjustment for classified employee salaries plus an additional three percent (3%).
- 9.1.1 Initial salary placement for new hires shall be determined by the District after review of any reported previous custodial experience the new hire might have had. Similar experiences will be treated by the District consistently and within salary compliance restrictions, if applicable.

9.2 Premium Pay

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

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

9.3 Increments

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

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

9.5 Wage overpayment

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

ARTICLE 10 - WORK STOPPAGES

10.1 Strikes

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

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

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

10.2 Lockouts

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

ARTICLE 11 - SUBCONTRACTING

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

ARTICLE 12 – BUILDING USE

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

ARTICLE 13 - EMPLOYEE RIGHTS

- 13.1 If at any level the District determines to bring disciplinary action against any employee for any reason, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.
- 13.2 Employees shall, upon request, have the right to inspect the contents of their complete personnel files kept within the District and attach their own written comments to any material therein. Upon request, a copy of any documents contained in their files shall be afforded to the employee at cost. Unauthorized persons shall not have access to employee files or other personal data relating to his/her employment.
- 13.3 The District shall provide comprehensive liability insurance that will hold harmless and defend, as agents of the District, each employee of the District from claims for damages caused or alleged to have been caused in whole or in part by the employee while performing his/her duties in the District; provided that the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

ARTICLE 14 - CONDITIONS OF THE AGREEMENT

14.1 Separability

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

14.2 Termination and Renewal

14.2.1 This Agreement shall be effective September 1, 2022 through August 31, 2025, and shall remain in full force and effect from year to year unless either party to this Agreement serves notice as provided herein.

14.2.2 This Agreement or any provisions hereunder may be extended by mutual written agreement of the parties; otherwise, it shall expire August 31, 2025.

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

**2022-2025 Collective Bargaining Agreement
between
Northshore School District No. 417
and
Northshore Custodians Group
Affiliated with Teamsters Local Union No. 763
(Representing Custodians)**

SIGNATURE PAGE

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

By



Chad Baker
Secretary-Treasurer

Date

7/17/23

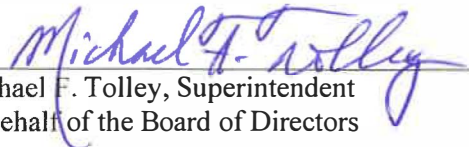
NORTHSHORE SCHOOL DISTRICT NO. 417

By



Doug Hale
Executive Director of Human Resources

By



Michael F. Tolley, Superintendent
on behalf of the Board of Directors

I certify that this agreement was approved by the
District's Board of Directors at its meeting on
June 12, 2023.

Date

7/25/23

This page is intentionally left blank.

APPENDIX A
NORTHSHORE SCHOOL DISTRICT NO. 417
2022-2023 (5.5% plus 2%)
CUSTODIAN SALARY SCHEDULE

SCHEDULE 61

Effective September 01, 2022

| | | 01-03 | 04 | 05 | 06 | 10 | 20 |
|--------------------------------|--------|---------|---------|---------|---------|---------|---------|
| Experience Steps | | | | | | | |
| Custodian | Annual | 52,526 | 54,102 | 55,725 | 57,397 | 59,119 | 60,893 |
| | Hourly | 25.2529 | 26.0106 | 26.7909 | 27.5947 | 28.4226 | 29.2755 |
| Middle School Night Lead | Annual | 57,253 | 58,971 | 60,740 | 62,562 | 64,439 | 66,372 |
| Woodmoor Night Lead | Hourly | 27.5255 | 28.3514 | 29.2019 | 30.0779 | 30.9803 | 31.9096 |
| Elementary Facility Mgr | Annual | 58,041 | 59,782 | 61,575 | 63,422 | 65,325 | 67,285 |
| | Hourly | 27.9043 | 28.7413 | 29.6034 | 30.4913 | 31.4063 | 32.3486 |
| Westhill/Sorenson Facility Mgr | Annual | 58,829 | 60,594 | 62,412 | 64,284 | 66,213 | 68,199 |
| Administration Facility Mgr | Hourly | 28.2832 | 29.1317 | 30.0058 | 30.9058 | 31.8332 | 32.7880 |
| Middle School Facility Mgr | Annual | 60,405 | 62,217 | 64,084 | 66,007 | 67,987 | 70,027 |
| High School Night Lead | Hourly | 29.0409 | 29.9120 | 30.8096 | 31.7341 | 32.6861 | 33.6668 |
| Woodmoor Facility Mgr | | | | | | | |
| High School Facility Mgr | Annual | 63,031 | 64,922 | 66,870 | 68,876 | 70,942 | 73,070 |
| | Hourly | 30.3034 | 31.2125 | 32.1490 | 33.1135 | 34.1067 | 35.1298 |
| Coordinator, Cust Svcs | Annual | 76,878 | 79,184 | 81,560 | 84,007 | 86,527 | 89,123 |
| | Hourly | 36.9606 | 38.0692 | 39.2115 | 40.3880 | 41.5995 | 42.8476 |

Longevity steps will be given in September following the COMPLETION of the 10th year and 20th year.

22-23 Longevity changed from 15 years to 10 years and 20 years added, removed Facility Specialist Performing Arts Center

5.5% IPD + 2%

Approved by the Board of Directors on: June 12, 2023

This page is intentionally left blank.

APPENDIX A
NORTHSHORE SCHOOL DISTRICT NO. 417
2023-2024 (3.7% plus 3%)
2023-2024 Custodian Steps 01-03, 04, and 05 (3.7% plus 4%)
CUSTODIAN SALARY SCHEDULE

SCHEDULE 61

Effective September 01, 2023

| | | 01-03 | 04 | 05 | 06 | 10 | 20 |
|--------------------------------|--------|---------------|---------------|---------------|---------------|---------------|---------------|
| Experience Steps | | | | | | | |
| Custodian | Annual | 56,571 | 58,268 | 60,016 | 61,242 | 63,079 | 64,971 |
| | Hourly | 27.1976 | 28.0135 | 28.8538 | 29.4433 | 30.3264 | 31.2361 |
| Middle School Night Lead | Annual | 61,089 | 62,922 | 64,810 | 66,754 | 68,757 | 70,820 |
| Woodmoor Night Lead | Hourly | 29.3697 | 30.2510 | 31.1587 | 32.0933 | 33.0563 | 34.0481 |
| Elementary Facility Mgr | Annual | 61,930 | 63,788 | 65,702 | 67,673 | 69,703 | 71,794 |
| | Hourly | 29.7740 | 30.6673 | 31.5875 | 32.5351 | 33.5111 | 34.5163 |
| Westhill/Sorenson Facility Mgr | Annual | 62,770 | 64,653 | 66,593 | 68,591 | 70,649 | 72,768 |
| Administration Facility Mgr | Hourly | 30.1779 | 31.0832 | 32.0159 | 32.9764 | 33.9659 | 34.9846 |
| Middle School Facility Mgr | Annual | 64,452 | 66,386 | 68,378 | 70,429 | 72,542 | 74,718 |
| High School Night Lead | Hourly | 30.9865 | 31.9163 | 32.8740 | 33.8601 | 34.8760 | 35.9221 |
| Woodmoor Facility Mgr | | | | | | | |
| High School Facility Mgr | Annual | 67,254 | 69,272 | 71,350 | 73,491 | 75,696 | 77,967 |
| | Hourly | 32.3337 | 33.3038 | 34.3029 | 35.3322 | 36.3923 | 37.4841 |
| Coordinator, Cust Svcs | Annual | 82,029 | 84,490 | 87,025 | 89,636 | 92,325 | 95,095 |
| | Hourly | 39.4370 | 40.6202 | 41.8389 | 43.0942 | 44.3870 | 45.7188 |

Longevity steps will be given in September following the COMPLETION of the 10th and 20th year.

23-24 Increased Custodians on Step 1-5 by an additional 1%. All other levels and steps remained at IPD+3%.

2023 3.7% IPD + 3% built on 2022 schedule of 5.5% (IPD + 2%)

Custodians on step 1 through 5 increased by an additional 1%. All other levels remain at IPD + 3%

Approved by the Board of Directors on: June 12, 2023

APPENDIX A
NORTHSHORE SCHOOL DISTRICT NO. 417
2024-2025 (TBD plus 3%)
CUSTODIAN SALARY SCHEDULE

This page is intentionally left blank.

APPENDIX B
EMPLOYEE ATTENDANCE INCENTIVE PROGRAM

PROCEDURES

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

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

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

LETTER OF UNDERSTANDING
between the
TEAMSTERS LOCAL UNION NO. 763

and
NORTHSHORE SCHOOL DISTRICT NO. 417

This Letter of Agreement is by and between the NORTHSHORE SCHOOL DISTRICT (hereafter referred to as “District”), and TEAMSTERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters (hereafter referred to as “Union”), and is hereby supplemental to the 2022 - 2025 Collective Bargaining Agreement between the District and the Union.

THE DISTRICT AND THE UNION AGREE TO THE FOLLOWING:

When a site is undergoing a capital remodel/construction project, a stipend in the amount of \$100 per month will be paid to the facility manager assigned at the site during the term of the project, commencing with the month that the notice to proceed is issued, and until the notice of substantial completion is issued.

Additionally, the site will be allotted construction/remodel overtime hours for custodians as described below to address needs that arise during the projects. Overtime hours will be assigned by the site’s facility manager, consistent with usual overtime assignment practices:

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

This Letter of Agreement shall be in effect from September 1, 2022 until August 31, 2025, when the collective bargaining agreement expires.