

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NORTH THURSTON PUBLIC SCHOOLS**  
**And the**  
**CUSTODIANS (AFL-CIO, AFSCME)**

RE: Long Term Substitute Language Change to Article 1

This agreement between the North Thurston Public Schools (NTPS) and the North Thurston Custodian's Local 618-NT (AFL-CIO, AFSCME) is in recognition of a needed change to Article 1 of our collective bargaining agreement.

Background:

A long-term substitute warehouse worker was hired by the District and no notification was provided to the Union. They were not included in the Bargaining Unit List of represented employees leaving ambiguity as to their Union status. Recent changes to Article 3, impact Article 1.2 and result in the need to update the language to comply with the rest of the bargaining agreement

Therefore, we mutually agree to the following language changes:

**ARTICLE 1- RECOGNITION AND**  
**BARGAINING UNIT**

**SECTION 1.1 – Recognition**

The American Federation of State, County and Municipal Employees, AFL-CIO and the Washington State Council of County and City Employees, Local 618, shall be the exclusive bargaining representative for all permanent full-time and part-time custodians.

**SECTION 1.2 – Substitute and Temporary Employees**

Substitute Employees: Substitute and temporary employees are not members of this bargaining unit. The District shall furnish a list of all substitutes and a total of their working days at the request of the Union. ~~until they work thirty (30) or more consecutive workdays in a twelve (12) month period ending in the current or immediately preceding school year.~~

Substitutes for this bargaining unit shall be paid at 90% of the probationary rate.

Long-Term Substitutes: Long-term substitutes are in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from the employee's regular position and will be replaced in such position for a period in excess of 30 consecutive workdays. -If the District has reasonable expectation that a substitute or temporary assignment will have duration of thirty (30) or more days, the employee will become a member of the bargaining unit on their first day of work in that same assignment or when they work thirty (30) ore more consecutive workdays in a twelve (12) month period ending in the current or immediately preceding

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school year. The District shall provide notice to the Union of Long Term Substitute within the first week of their term, via email, to the Union Staff Representative and to the Chapter Chair, announcing that a substitute has become covered by the Union. The email shall include an estimation of the length of the term and the site of the placement. The District shall also include the Long-Term Substitutes on the Bargaining Unit List per Article 3.4.

The District shall not use the hiring of Long-Term Substitutes as a means of not filling permanently vacated positions. The District shall attempt to fill all permanent vacancies in a timely manner.

~~Substitutes for this bargaining unit shall be paid at 90% of the probationary rate.~~

~~Long term substitutes are in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from the employee's regular position and will be replaced in such position for a period in excess of 30 consecutive workdays. A substitute shall be considered "long term" when an employee will be gone from a position for a period of time and, according to the administrator for Human Resources, it requires the substitute to take over the full responsibilities of the position from the first day of the assignment.~~

Long-term substitutes shall be paid at the probationary rate and shall be considered regular part-time employees. Long-term substitutes shall serve a defined but not guaranteed term. While a term of employment is anticipated, the assignment may be terminated for any reason with fourteen (14) days' notice. Employees and the Union shall receive notice of any extensions of the expected term. Regular part-time employees working on an intermittent basis shall be excluded from all the following articles and sections of the collective bargaining agreement: Article 12, Reduction in Force; Article 13 Seniority; and Article 14.5 & 14.5 Just Cause. Long-term substitutes who become permanent employees shall have their seniority date revert back to the date the long-term substitute term began., except Article I, Article II and Schedule A (wages).

Conclusion:

This MOU is effective for the duration of the collective bargaining agreement and will be automatically incorporated into the successor Collective Bargaining Agreement.

Dated this 20<sup>th</sup> day of December, 2021

For the Union:

By: Lisa Downing  
Lisa Downing, Chapter Chair  
Local 618NT

By: Hannah Hollander  
Hannah Hollander  
Staff Representative  
WSCCCE – Council 2

Date: 12/20/21

For the District:

Charlie Burleigh  
Charlie Burleigh  
Director Human Resources

Date: 1/27/2022

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