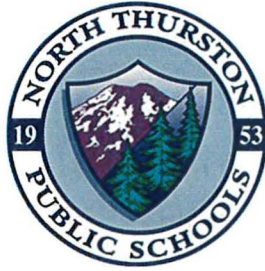


COLLECTIVE BARGAINING AGREEMENT
September 1, 2025 – August 31, 2027



***North Thurston Association
of Information Technology
Professionals
and
North Thurston
Public Schools***

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PREAMBLE

Pursuant to the provisions of the State of Washington concerning employee relations within the public schools, this constitutes an Agreement between the North Thurston Public Schools, hereinafter called the "District" and the North Thurston Association of Information and Technology Professionals, hereinafter called the "Association."

The District and the Association work to develop ongoing, collaborative, and interest-based bargaining. We proudly commit to these practices as the base of our relationship because it serves the best interests of our students, educators, and community. We believe that continued collaboration and openness will allow us to achieve the District's shared mission of a *"commitment to excellence: providing every student the academic and life skills necessary to succeed in a diverse world."* Our students will receive the highest quality education possible when we work together in support of students and families. Therefore, our strong, mutual relationship will not only serve our students today but will provide the leadership foundation for future bargaining teams.

To accomplish our mission, all parties will work to create shared values and beliefs that guide the generation of common interests. We believe that in order to best serve our students, we must support and empower all employees in their respective professional roles. These shared beliefs are:

1. We believe that all children are worthy of the highest quality education possible.
2. We believe we are a learning organization that values professional development, promotes shared leadership and collaboration.
3. We believe that all students are best served when professionals make collective decisions about responsible management of district resources which impact the academic, social, and emotional needs of children.
4. We believe in equal opportunity and quality customer service for all members of our diverse community.
5. As information technology professionals we believe in and understand our key role in supporting all facets of the district as related to technologies role in the education of our students.
6. We encourage proactive and innovative problem solving that responds to the district's needs.
7. We value the diversity and unique responsibilities of our team members and the contributions we make in support of student success.
8. We believe in transparent communication about how our work serves the community.
9. We believe that economic or legislative barriers will not impede our positive, proactive approach to serving all district staff, students and their families.
10. We believe in fostering a positive and respectful work culture that values integrity, honesty, professionalism, responsibility, and accountability.

ARTICLE I – ADMINISTRATION

SECTION 1.1 – RECOGNITION

The North Thurston Public Schools District No. 3 (hereinafter referred to as the “District”) hereby recognizes the North Thurston Association of Information and Technology Professionals as the exclusive bargaining representative for all information and technology employees, excluding positions which are confidential, supervisory, or otherwise exempt from inclusion in the bargaining unit by RCW 41.56.030(2) (Appendix B).

SECTION 1.2 – DEFINITIONS

The term “employee” or “regular employee” when used hereinafter in the Agreement shall refer to all classified employees represented by the North Thurston Association of Information and Technology Professionals. The term “Association” when used hereinafter in the Agreement shall refer to the North Thurston Association of Information and Technology Professionals. The term “administrator” when used hereinafter in the Agreement shall refer to the appropriate District administrator. The term “days” when used hereinafter in the Agreement shall mean workdays as defined in the District’s 260-day calendar, unless otherwise defined in this contract.

SECTION 1.3 – SUBSTITUTE AND TEMPORARY EMPLOYEES

All classifications shall be paid at ninety percent (90%) for the first step of the classification in which the employee works. 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 thirty (30) consecutive workdays. In addition, 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 one hundred percent (100%) of the first step of the classification in which the employee works and shall be considered regular part-time employees.

Representation shall include substitute and temporary employees employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes. Such representation shall include long-term substitutes employed by the District.

The following provisions of the contract shall not apply to temporary and substitute employees:

3.1 – Layoff and Recall, 3.3 – Seniority, 3.6 – Evaluation, 3.7 – Hours of Work,
3.13 – Transfers and Promotions, 3.14 – Reclassifications, Article IV – Leaves, Article V – Vacations and Holidays, Article VI – Salary and Benefits.

SECTION 1.4 – CASUAL LABOR USAGE AND OVERSIGHT

The Association recognizes the District's usage of student or casual labor when extra help is temporarily needed. The District recognizes that some duties performed by casual labor overlap with union roles. The Association and the District, or its designee, shall meet annually to review the use of casual labor and ensure it does not exceed agreed upon levels. Considerations on casual labor are recognized but not limited to the following cases:

Casual labor used over summer break is recognized to be seasonal and does not limit union member growth. If casual labor, or the role that it takes, adds up to more than 500 hours of duties that overlap with union roles during the course of a school year (Sept - June), the District shall recognize that additional staff are needed to handle the workload and work toward hiring additional staff to meet that need.

The annual limit on casual labor usage may be waived if agreed upon by the District and the Association.

SECTION 1.5 – CONFORMITY TO LAW

This contract shall be governed and construed according to the Constitution and Laws of the United States and the State of Washington. If any provision of the contract or any application of it to any employee or group of employees is determined to be contrary to law, such provisions or applications shall have effect only to the extent permitted by law, and all other provisions and applications shall continue in full force and effect.

In the event a provision is determined to be contrary to law, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

SECTION 1.6 – DISTRIBUTION OF AGREEMENT

Within a reasonable amount of time after finalizing the Agreement, the District shall make the Agreement available on the District website. Two (2) signed copies of the final Agreement shall be kept for the purpose of records. One shall be retained by the District and one by the Association.

SECTION 1.7 – STATUS OF AGREEMENT

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

This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.

If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

SECTION 1.8 – CONTRACT ADMINISTRATION MEETINGS

On a regular basis, as scheduled by the Association and the District, the parties shall meet to discuss problems relating to interpretation or compliance with this Collective Bargaining Agreement and any other issues of concern to either party. Such meetings will be held as requested by either party, but the parties shall schedule at least two (2) meetings per year in October and February. When a request is made the meeting shall be held as soon as practical, but within a reasonable amount of time.

SECTION 1.9 – STRIKE/NO LOCKOUTS

The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout employees during the term of this Agreement.

ARTICLE II – BUSINESS

SECTION 2.1 – ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business; provided, however, such meetings must be scheduled with the appropriate administrator and shall not have precedence over routine educational use or over previously scheduled use by other agencies.
- B. Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences, or meetings with representatives of the District shall suffer no loss of pay but nothing contained herein shall be construed to require such activities to be scheduled during regular school hours.
- C. The District, upon request, shall furnish electronically information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, budgeting requirements and allocations, agendas and minutes of all board meetings, information which may be necessary for the Association to process grievances, complaints, or bargaining proposals and such information as may be legally deemed public information regarding student enrollment and employee names and addresses.
- D. The District shall provide a list of employees to the Association electronically each month. At least twice each year, October and March, the District will provide to the Association a current listing of all employees in the unit. Such list shall indicate the name of the employee, their primary assignment, seniority date, and lottery number. The Association shall have the right to reasonable use of the District's internal mail service and mailboxes; provided, however, all materials for each building will be addressed to one building representative for distribution.

- E. The District shall grant up to twelve (12) days per year of leave with pay to employees for Association purposes as determined by the Association president or designee. The use of this leave must be scheduled in advance with the employee's administrator.
- F. The Association agrees to supply the District with lists of Association officers, and to keep such lists current.

SECTION 2.2 – DUES DEDUCTIONS AND REPRESENTATION FEES

The District will provide for payroll deduction of Association dues and representation fees upon authorization by the employee. Payroll deduction authorizations submitted, by the first day of the month shall be recognized as effective for that month.

SECTION 2.3 – MANAGEMENT RIGHTS

All responsibilities, powers, rights, and authority expressly or inherently vested in it by the law and constitution of the State of Washington and of the United States are reserved exclusively to the District. It is agreed that the District retains the rights to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and Human Resources policies relating to the duties and responsibilities of classified employees and their working conditions.

ARTICLE III – PERSONNEL

SECTION 3.1 – LAYOFF AND RECALL

- A. The term "layoff" as used herein refers to action by the Board reducing the number of employees in the Bargaining Unit, it does not refer to decisions to discharge or non-renew an individual employee for cause.
- B. In the event of layoff, the District shall provide written notice to all affected employees and the Association not less than thirty (30) calendar days prior to the date of layoff.
- C. Layoff shall be by seniority, within a job classification. In the case of layoff, employees may petition to qualify for a different position in another classification in writing. Determination of qualifications will be in accordance with the Job Classification Matrix (see Appendix B). An employee will be considered for an additional job classification only if they do not qualify for retention in the classification appropriate to the position held at the time layoff procedures are implemented.

All written designations for consideration in additional job classifications shall be submitted in writing within five (5) working days after any request for such information is made by the Superintendent or designee. The Association shall be informed when the request is made by the Superintendent for the

information.

- D. Annually by October 1, the District will distribute electronically to the Association leadership a seniority list ranking each employee from greatest to least seniority for distribution to unit members.
- E. In the event of more than one (1) individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- F. In the event special qualifications exist for a particular position, a less senior employee may be retained over a more senior employee. In such event, the more senior employee and the Association shall be notified if requested in writing of the reasons for such seniority "override." Said seniority override shall also apply to the reemployment pool when a position requiring special skills is available.
- G. Laid-off employees shall be placed into a reemployment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, providing that:
 - 1. Employees in the pool shall be notified in writing or by telephone of a bargaining unit position available to them. When possible, a telephone conversation with the employee at the most recent number provided by the employee will be made. Failure to accept a proposed assignment within two (2) working days after receipt of certified written notice or within five (5) work days of telephone notification, whichever is sooner shall place the employee at the bottom of the layoff list.
 - 2. The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at employee's last known address or make a telephone conversation with the employee at last known telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice to the employee. Employees shall be held in the employment pool for a period of one (1) year effective September 1.
- H. Any employee laid off shall retain accrued benefits if the District rehires the employee. During the period of one (1) year an employee is laid off, the employee shall have the right to maintain health insurance coverage at no cost

to the District for an eighteen (18) month period if approved by the insurance carrier and following COBRA regulations.

- I. Displacements will not result in an adverse financial effect on the employee.

SECTION 3.2 – PERSONNEL FILE

- A. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be provided to the employee. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the employer may be present in any review of personnel files. Any materials, other than those covered by law, may be removed from the file, after a one (1) year period, upon request of the employee and approved by the Executive Director of Human Resources.
- B. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comments.
- C. The employee shall sign any disciplinary and evaluative documents prior to placement in the personnel file. The signature does not signify agreement with the document. The signature indicates the employee has seen and reviewed the document.
- D. At the request of the employee, the employer shall include in the employee's personnel file, college transcripts and certificates of completion identifying successful participation in job-related training.

SECTION 3.3 – SENIORITY

- A. Seniority is defined as continuous length of service within the bargaining unit as of the employee's first workday. The employee shall be given credit for time served while under probation, upon receiving permanent employment.
- B. Employees who terminate employment with the District shall lose all seniority credits. Any nine-, ten-, or eleven-month employee who transfers to a twelve-month position shall receive credit for their previous years in the District toward vacation time.
- C. Seniority shall accrue during verified sick/medical leaves provided such leave does not exceed six (6) months or the accumulated sick leave whichever is greater. During other unpaid leaves, seniority shall not accrue, unless specifically approved by the District.
- D. For leaves granted for which seniority does not accrue, the district shall adjust the employee's seniority date by the same number of days as in unpaid status. Employees and union leadership will be provided notice in writing whenever

their seniority date is changed by the district.

SECTION 3.4 – DUE PROCESS

No employee shall be formally disciplined (including oral, written warnings, written reprimands, suspensions, or be terminated) without just cause. (See Appendix D, The Seven Tests of Just Cause.) The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

- A. An employee shall be entitled to have present a representative of the Association during any formal disciplinary action. When a request for such representation is made, no formal action shall be taken with respect to the employee until such representative of the Association is present, provided that such actions will not delay the action an unreasonable amount of time due to a lack of Association representation and that in appropriate circumstances such actions may be implemented without Association representation.
- B. The District agrees to follow a policy of progressive discipline which includes oral and written warning, reprimand, suspension, and termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- C. Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student or other person will be called to the attention of the employee within five (5) working days, once the District is made aware of the complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- D. Employees new to the bargaining unit shall serve a probationary period of ninety (90) calendar days. During this probationary period, they may be terminated at the discretion of the District with no recourse to the grievance procedure.

SECTION 3.5 – EMPLOYEE RIGHTS

- A. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties.
- B. The provisions of this agreement shall be applied pursuant to RCW 41.56; there shall be no discrimination against association members and/or officers. It is mutually agreed that there shall be no discrimination by either the association or the District, based on applicable State or Federal discrimination laws.
- C. Participation in committee work outside of the workday shall be voluntary. If an employee is assigned to assist a committee, the employee shall be paid according to over-time provisions. Even where the committee work is voluntary, if any

district employees are being paid for their time, then all participants shall be paid.

- D. The parties agree to comply with laws forbidding all types of discrimination including harassment. There will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, color, national origin, sexual orientation, including gender identity, marital status, domicile, honorably discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by person with a disability, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular worker involved. The private and personal life of any employee is not within the appropriate concern or attention of the School Board except as such may adversely affect performance of educational responsibilities. Nothing contained herein will be construed to deny or restrict any employee such rights as he or she may have under applicable laws or regulations. The District shall take seriously any claim of harassment and appropriate action pursuant to the right of both the claimant and the accused. There shall be no retaliation for filing a good faith harassment complaint.

SECTION 3.6 – EVALUATION

- A. Employees new to the bargaining unit will be evaluated before the end of the ninety (90) calendar day probationary period to establish skill level and areas for growth. (Appendix D)
- B. Each employee shall be evaluated annually in accordance with the following procedures:
1. The employee shall sign each evaluation report, provided the signature does not signify agreement with the report, rather that the employee has reviewed it with the employee's administrator.
 2. Evaluation reports shall be compiled from identifiable data that shall be made known to the employee.
 3. Areas for professional growth shall, if any, shall be made known to the employee at the time of evaluation or within five (5) work days of identification of the concern.
- C. Evaluation reports shall be presented to each employee by employee's administrator in accordance with the following procedures:
1. Such reports shall be issued in the name of the administrator based on a

compilation of reports and observations by personnel who come into contact with the employee.

2. Such reports shall be written in objective and/or narrative form and shall include when pertinent:

- a. Areas exceeding expectations
- b. Areas for professional growth

D. Additional reports and observations other than by the employee's administrator used in the evaluation report shall be identified as to source.

SECTION 3.7 – VIDEO CAMERAS, AUDIO RECORDINGS, AND GPS UNITS

This section does not pertain to criminal or professional misconduct investigations.

The District and the Union agree the purpose of video cameras, audio recordings and GPS units is to provide the District a tool to maximize efficiency.

Video, audio, and GPS may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance. Video evidence can be used to confirm or deny specific allegations that could result in employee discipline. Employees may view records of their travels upon request to their supervisor. Video, audio, and GPS will be viewed only by supervisory employees or designee.

SECTION 3.8 – HOURS OF WORK

- A. The workweek for full-time (1.0 FTE) employees shall be consistent of a forty (40) hour week, specific schedule to be determined by the supervisor. References to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods. The normal work week by definition shall begin at 12:01 a.m. on Monday of each week and end at 12:00 midnight the following Sunday.
- B. Total time worked in any workday, including the employee's regular work shift, shall not exceed twelve (12) hours except during an emergency. If the District determines that assigned work hours must be permanently reduced, fragmented, or changed, the employee will be notified in advance and the employee shall be given the opportunity to discuss the decision with the administrator and/or Human Resources.
- C. Employees shall report to their workstation at the time specified by their administrator. Employees shall be compensated fully for hours worked unless otherwise provided in this Agreement.

Required training or in-service taken during the normal workday shall be compensated at the normal rate of pay.

- D. Required training or in-service taken after the normal workday or on weekends shall be compensated at the normal rate of pay unless the employee exceeds forty (40) hours of work, in which case, District overtime provisions shall apply.
- E. The employee shall be granted one (1) fifteen (15) minute "break" for each four (4) hours of work to be taken as near as practical to the middle of each four (4) hour shift.
- F. A lunch period, not to exceed one (1) hour for an eight-hour employee, shall be scheduled by the District, as near as practical to the middle of the work shift, provided such lunch hour is not counted as part of the shift length nor for pay purposes.

SECTION 3.9 – FLEXIBLE SCHEDULING AND REMOTE WORK

The District supports flexibility and remote work assignments in certain circumstances. If any employee wishes to change their schedule or work location, such requests shall be considered carefully and allowed with the administrator's approval. The employee must submit their request in writing to their administrator and, if denied, the administrator must provide their reasoning in a written response.

Inclement Weather Conditions - Should severe inclement weather, conditions caused by severe inclement weather, a natural disaster, or other emergency circumstances, which would cause the District to determine that a work location or the District as a whole would operate on a late start or early dismissal schedule, the following shall apply:

1. Employees are expected to report to work at their regularly scheduled time, or as soon as they safely can, and remain for their regularly scheduled day or as long as safely possible, given the conditions. Employees who report to work late or must leave prior to their regular quitting time will be allowed up to one (1) hour of paid time for safe travel not to exceed their regularly scheduled hours. If the District has proof of abuse, the paid time may be denied.
2. Employees who are not able to arrive within the first hour or must leave more than one hour prior to their regular quitting time may use leave or be permitted to make up time lost per arrangement with their Administrator.

State of Emergency - If the Governor declares a State of Emergency that affects the normal operations of the District, the District must work with the Association to ensure continued protection of its members.

Changes may be needed during the state of emergency. Those changes may include, but are not limited to, change in: work location, work hours, pay, leave, and/or job duties.

All changes must be agreed upon by the District and the Association to ensure continued operations. An emergency meeting between the District and the Association may be necessary to determine necessary changes in the event of a State of Emergency declaration.

SECTION 3.10 – HOURS OF WORK AND OVERTIME

- A. Whenever necessary, and with at least twenty-four (24) hours' notice unless there is an emergency, the District can request that employees perform work during hours or days beyond those falling within their regularly scheduled hours of work.
- B. All overtime work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half of the employee's regular rate of pay. All overtime is determined first by position, then by seniority within the unit.
- C. Overtime shall be compiled on a monthly basis, reported through appropriate means, and paid to the employee on the succeeding pay date after submission within payroll deadlines. Overtime and compensatory time shall be computed to the next half (1/2) hour each time it is accrued. The District will determine the number of employees needed to work the overtime and the employees having the ability to perform the work provided.
- D. At the option of the employee, compensatory time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law. If compensatory time is agreed to, it must be taken or cashed out within sixty (60) calendar days of accrual or arranged otherwise with employee's administrator.
- E. No employee shall be required to work overtime or to extend the workday.
- F. If employees volunteer to work more than eight hours in one day, with supervisory approval, employees may trade the time within the work week of the occurrence.

SECTION 3.11 – CALL BACK TIME

Definition: Occasionally, employees may be called back to work to perform essential functions related to uninterrupted technology services based on critical District operations.

Employees will be paid a minimum of two (2) hours at the appropriate rate for all call back time. See Section 3.7 for definition of work week.

SECTION 3.12 – EMPLOYEE PROTECTION

- A. The District agrees to provide liability insurance for the purpose of protecting employees from becoming liable for bodily injury and property damage due to circumstances related to their employment.

The District provides liability protection for employees while they are driving a

District-owned vehicle as part of their employment duties. However, Washington State requires that residents of the state carry personal automobile liability insurance as the owner of a personal vehicle, regardless of its use.

- B. The District shall also provide employees personal property insurance protection of up to \$500. The employee agrees to pay a \$50 deductible. Such coverage is afforded only if the personal belongings are situated on District property and are being used in conjunction with an employee's duties as a District employee.
- C. All insurance coverage in this section is limited and subject to the insurance contract and decisions of District carriers. An employee may not claim damages to the District in addition to, or in lieu of, the insurance.

SECTION 3.13 – VACANCIES, TRANSFERS AND PROMOTIONS

A. Vacancies - All vacancies and new positions shall be posted for not less than five (5) days for internal applicants so that interested employees have the opportunity to apply for such positions, unless waived by mutual agreement between the Association and the District. During this period, all positions shall be posted in the District's online application system. If an employee is interested in a position(s), they must fill out an abbreviated application in the online system and check the in-district applicant box. In-district applicants may register in the system for "Job Alerts" to assist them in monitoring openings, but it is the responsibility of the interested party to monitor open positions. All in-district applicants shall be granted an interview for any position in which they have applied, and no position shall be filled permanently until all qualified employee applicants have been interviewed for the position.

1. The first consideration in filling vacant positions shall be the applicant's ability to meet the primary qualifications of the position. The second consideration shall be seniority within the bargaining unit. If the District determines that seniority rights should not govern because a less senior person is better qualified for the position sought, the District shall, upon request and within five (5) days, set forth in writing the reasons why the senior employee was bypassed. Any employees, upon request, shall receive in writing within five (5) days, reasons for their not being selected for a transfer.

B. Involuntary Transfers - The District shall attempt to obtain voluntary employee transfers before involuntarily transferring employees. If there are no qualified volunteers, the District may involuntarily transfer employees within the unit based first on qualifications and then on lowest seniority.

If an involuntary transfer has been made and upon written request of the employee, a written statement explaining the reasons for such decision shall be given to the employee within five

(5) days.

SECTION 3.14 – RECLASSIFICATION

Reclassification of a position may be initiated by the district, administrator, or the employee, when reclassification is necessary because job tasks/functions/responsibilities have changed by a fifty percent (50%) factor within the last three-year period. Reclassification of job titles with multiple employees may be submitted as a group and/or individually. All proposed reclassification requests should be submitted to the Executive Director of Human Resources. Reclassification requests will be considered during the next Contract Administration meeting and no longer than one month after the request has been submitted. Should a position be reclassified, it will be through a Memorandum of Understanding and included in the Collective Bargaining Agreement during the next contract negotiation.

ARTICLE IV – LEAVES

For purposes of this article immediate family is defined as spouse, domestic partner, children, parents, sister, brother, grandparents, grandchildren, aunt, uncle, niece, and nephew. The aforementioned immediate family terms include step relationships, in-law relationships, significant relationships and/or any legal custodial relationship.

SECTION 4.1 – SICK LEAVE

At the beginning of each year, twelve (12) days of sick leave will be granted to all employees with unused days to accumulate as provided by law, currently one hundred and eighty (180) days. If an employee terminates their employment prior to the end of the work year, and such employee has used more sick leave days than have been earned, such excess days shall be withheld from the employee's payroll.

Employees will be able to exchange donated vacation or sick leave, following the District's policy for leave sharing. At the beginning of the year when leave is applied to the employee's account, any leave that would be lost due to overage is automatically cashed out as per standard leave cash out terms. Donated leave is available only for people who have exhausted all leave and are suffering from an extraordinary or severe illness or condition. Donations of vacation and sick leave shall adhere to District Policy and Procedure governing such donations.

A. Utilization - Employees must notify their administrator of pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service should such services be provided.

- 1. Illness** – Accumulated leave will be available for utilization as needed; provided, however, that in instances of extended absence beyond five (5) consecutive days, the employee will provide medical verification of the illness and fitness to return to work as may be required. Failure to submit such verification may result in disciplinary action.

2. **Injury** – Injuries occasioned off the job will be treated as illness. Employees injured on the job may use accumulated sick leave before time loss benefits are provided by ESD 113 Worker's Compensation Trust. In the event that time loss is provided to the employee, the District will follow procedures in coordinating time loss benefits with the employee's salary. See Section 4.9, Workers Compensation.
3. **Planned Surgeries** – Planned surgeries or anticipated disablement's which will necessitate the use of sick leave are to be reported by the employee to their administrator at a reasonable time before the leave is required to be taken.
4. **Childbirth & Family/Disability** – Physical disablement caused by childbirth and recovery there from shall be considered as a form of illness for the purpose of this leave, provided that verification of the employee's physical disablement is certified by a physician in the event of an absence of more than five (5) consecutive scheduled days as required above. An employee requesting childbirth and family leave should give written notice to the district at least two (2) weeks prior to the commencement of said leave. The written request for childbirth and family leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when the employee will return to work. The birth of a child qualifies an employee for other leave provisions of this article in Section 4.7 – Leave of Absence.
5. **Emergencies** – In the event of illness in the immediate family of an employee, accumulated sick leave may be utilized on an emergency basis.
6. **Parenting Leave** shall be considered approved use for sick leave. An employee's accrued sick leave may be used for an employee's child with a health condition requiring treatment or supervision. Verification by a physician is required for absences of more than five (5) consecutive days. Parenting leave may qualify for additional provisions under the Family and Medical Leave Act.
7. **Adoption** – An employee adopting a child may use accrued sick leave for the employee meeting with an adoption agency, attorney or physician, health verification of the employee, home visitations, and travel time to pick up adopted child. The employee shall provide the District with verification for such absences of more than five (5) consecutive days from the employee's attorney, adoption agency, or physician. Following the adoption, all other provisions of leave specified in Article 4 apply. The adoption of a child by an employee may qualify for leave under the Family and Medical Leave Act.

8. **Cash out** - Consistent with RCW 28A.400.210 and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, the employee can cashout unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days per month, a maximum of twelve (12) days per year, and/or 180 days. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate, shall receive compensation at a rate equal to one (1) day's current monetary compensation for each four (4) full day's accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now or as hereafter amended.
9. **Seniority** - The employee will retain seniority rights while on maternity, paternity, or adoption leave. However, seniority will not accrue during non-paid leave, except as outlined in Article III of this Agreement. At the end of this leave, the employee will be returned to their original position or a similar position.

SECTION 4.2 – PERSONAL LEAVE

Employees covered under this Agreement shall be entitled to four (4) days personal leave per year. Unused leave earned under this agreement shall accumulate up to a maximum of six (6) days. The leave requires twenty-four (24) hour notice. The leave is to be used for employee personal and business uses which cannot be scheduled outside regular employment hours. Said leave shall not be deducted from the employee's sick leave nor combined with leave without pay.

SECTION 4.3 – JUDICIAL LEAVE

When an employee is called for jury service in any municipal, county, state or federal court the employee shall advise the administrator and the Human Resources Department immediately upon receipt of such call, and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties provided.

SECTION 4.4 – SUBPOENA LEAVE

A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law if the basis for the subpoena relates to the employee's work responsibilities with the District. This leave is not intended to cover personal litigation of the employee or litigation involved in labor disputes with the employer.

SECTION 4.5 – FAMILY AND MEDICAL LEAVE

The District agrees to the provisions of the Family and Medical Leave Act and agrees to extend these provisions to eligible members covered under this Agreement. (A copy of the FMLA is available upon request through the Human Resources Division.)

SECTION 4.5.1 – WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Employees are eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay 87% of the payroll premium to fund this leave. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

SECTION 4.6 – BEREAVEMENT

Bereavement caused by death in the immediate family of an employee will constitute basis for utilization of five (5) days of bereavement leave. The time may be extended upon prior approval of two (2) additional days because of distance or other extenuating circumstances. Bereavement leave shall be available for each occurrence that qualifies under this provision. One (1) day may be used for other family members not included in the immediate family definition to be used once per school year.

SECTION 4.7 – LEAVE OF ABSENCE

- A. Upon recommendation of the administrator through administrative channels to the Superintendent or designee, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.
- B. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified; the employee shall be reinstated to a position as nearly equivalent as possible in duties and salary to that held at the time the request for leave of absence was approved.
- C. The employee will retain accrued sick leave and seniority rights while on leave of absence. However, seniority and sick leave shall not accrue while an employee is on leave of absence, except as outlined in Article III of this Agreement.

SECTION 4.8 – MILITARY LEAVE OF ABSENCE

The district shall grant military leave as provided by law.

SECTION 4.9 – WORKERS COMPENSATION

- A. The District is self-insured through the ESD 113 Workers Compensation Trust for the purpose of providing industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by the Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the State of Washington. Employees are protected in the following ways with an approved claim:
1. Medical Costs resulting from job-related injuries or diseases are paid under the claim.
 2. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their Medical provider.
 3. When an employee is injured on the job and is unable to perform work related duties as a result of the on-the-job injury or occupational disease and certified off work by a medical provider, the employee may elect to use leave as follow:
 - a. Choose unpaid leave thus receiving only the entitle temporary total disability benefits, or
 - b. Elect to use a full day of accumulated leave in addition to their entitled temporary total disability benefit, or
 - c. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.
- B. The Superintendent or designee will develop procedures to assure the legal administration of workers compensation benefits.

ARTICLE V – VACATIONS AND HOLIDAYS

SECTION 5.1 – VACATION LEAVE REQUESTS

- A. Employees who request to take their vacation at a specific period and time shall submit to the program supervisor their request in writing.
- B. The District agrees that an employee's request to take annual leave credited to the employee shall be honored unless there is an unusual, interference with workload requirements and schedules.
- C. Other factors being equal, employees with the greater seniority (continuous

District service) shall be given preference of vacation within the job classification.

SECTION 5.2 – VACATION LEAVE EARNING

At the beginning of each year, annual leave/vacation accrual will be granted to all employees. The quantity of leave granted will be based on the amount of longevity that member has accrued over the course of their employment. If an employee terminates their employment prior to the end of the work year, and such employee has used more leave days than have been earned, such excess days shall be withheld from the employee's payroll. The amount of leave granted is displayed on the following chart. At the beginning of the year when leave is applied to the employee's account, any leave that would be lost due to overage is automatically cashed out as per standard leave cash out terms.

1. Annual leave/vacation pay will be earned at the rate of one (1) prorated working day per month. Credit for a day's vacation will be given if ten (10) or more days are in paid status during the calendar month. All 260-day employees shall earn additional vacation days according to the formula below (day is defined as total hours worked per day):

Years of Service	Days Earned
0	12
1	13
2	14
3	15
4	16
5	17
6	18
7	19
8	20
9	21
10	22
11	23
12+	24

SECTION 5.3 – VACATION ACCRUAL

All employees covered under this Agreement may carry over accrued vacation days, up to a maximum of sixty (60) days, to be used the following year. With the supervisor's approval, unit member may carry over the accrued vacation maximum until the next August 10.

SECTION 5.4 – VACATION CASH-OUT

Members of this unit may cash out annual leave above an accumulation of two hundred (200) hours. At the employee's option, annual leave can be cashed out in August of each year following any year in which a minimum of 200 hours is accrued and each August thereafter. A maximum of twelve (12) days each year may be cashed out, provided that the cash-out does not cause the employee's annual leave balance to fall below two hundred (200) hours at time of cash-out. This shall be accomplished by submitting in writing to Payroll the request no later than June 10 stating the number of days the individual wishes to cash-out.

SECTION 5.5 – HOLIDAYS

The following days will be authorized paid holidays when these days occur during the employee's scheduled work year:

Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, and Independence Day

When the holiday occurs on a Saturday, the holiday will be observed on Friday. When the holiday occurs on Sunday, the holiday will be observed on Monday.

Employees requested to work and who complete work on a designated holiday shall receive two (2) times their base rate of pay for hours worked on the holiday or compensatory time may be taken in lieu of holiday pay as mutually agreed to by supervisor and employee.

ARTICLE VI – SALARY AND BENEFITS

SECTION 6.1 – SALARY PLACEMENT

- A. Employees covered under this agreement shall be paid appropriate to their placement on the Salary Schedule –Appendix A.
- B. Those employees whose positions are presently established on the salary schedule shall maintain their longevity and present professional level except, as the change in salary schedule might delete or add steps, placement would then be established in accordance with the new conditions. No employee shall earn less than their current salary due to reorganizing the salary schedule.
- C. Courses to be approved for professional level placement on the salary schedule will be in accordance with the Job Classification Matrix (Appendix B).

- D. All new employees must have appropriate documentation of all coursework, training hours, certificates of completion, and experience registered in the Human Resources Department within ninety (90) calendar days of their first day of work in order for the training/education and/or experience to be applicable to the current year salary. Documentation received after the cutoff date will be applicable for the following school year. When hiring personnel with non-school district experience, management may use discretion in the evaluation of the candidate's equivalent experience and training for the purpose of determining the professional level classification and salary placement.

SECTION 6.2 – SALARY ADVANCEMENT

- A. Employees are eligible to advance on the salary schedule upon completion of required training as outline in the Job Classification Matrix (Appendix B).
- B. When employees meet the requirements to move to the next professional level, salary placement will be determined by advancing the employee one (1) step for longevity, then to the same hourly rate on the next professional level plus one (1) longevity step or to step one (1) of the next professional level if no current salary placement available (Appendix C).
- C. Training taken outside current classification is allowed for professional growth. However, hours earned from such training may not be used for salary advancement unless consistent with Job Classification Matrix (Appendix B).
- D. No advancement on the salary schedule shall be made until the appropriate documentation (certificate of completion, transcripts, verification of experience) is registered with the Human Resources Department with supporting recommendations from the supervisor.
- E. Any returning employee planning on advancement for the ensuing school year must adhere to the following:
1. Have all necessary course work or experience completed prior to September 1 of the ensuing school year; and
 2. Have appropriate documentation on file on or before September 30th each year for advancement credit for that school year. Salary advancement shall not be credited any later than September 30th of the fiscal year. Documentation received after the cutoff date will be applicable for the following school year.

SECTION 6.3 – LONGEVITY

Longevity shall be defined as continuous years of service with the District as of the employees first day of work, regardless of prior union affiliation and shall be used for salary placement only. Employees hired by February 1st of a school year will be granted experience minus any unpaid leave(s) of absence or other breaks in service. Step increase will be effective September 1 of the same calendar year. Those hired after February 1st will be granted experience, minus

any unpaid leave(s) of absence or other breaks in service. Step increase will be effective on September 1st of the next calendar year.

Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exception to this clause and shall not be considered breaks in services.

Employees who move from another NTPS employee group to this unit shall retain their in-district experience for the purposes of qualifying for longevity pay.

New employees hired from another Washington State school district who have similar occupational status will be placed on the salary schedule according to RCW 28A.400.300.

The relationship of experience steps to the Salary Schedule shall be subject to the negotiation process.

SECTION 6.4 – SALARY PAYMENT

Salaries shall be paid on the last calendar weekday of the month in twelve (12) equal amounts based upon the annualized hourly rate. Salaries shall be paid as submitted by the employee and verified by the administrator within District approved procedures and timelines.

Substantial errors of underpayment will be corrected as soon as possible provided the error is reported to the Payroll Office within three (3) days of payday. Lesser errors of underpayment made by the District and reported by the employee prior to the succeeding month's deadline will be made on the next paycheck.

Direct deposit of an employee's monthly wage/salary is required to participating banks, credit unions, or other similar institutions, provided the employee completes required paperwork within designated timelines. All compensation owed to an employee leaving the District shall be paid on the next regular paycheck.

SECTION 6.5 – CHANGE IN JOB ASSIGNMENT

In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of pay. In the event an employee is involuntarily transferred to a lower paying position, the employee will maintain the same salary placement.

SECTION 6.6 – INSURANCE AND FRINGE BENEFITS

The District shall provide benefits through the SEBB under the rules and regulations adopted by SEBB. Employees will qualify for benefits offered by SEBB when the District anticipates that the employee will work at least 630 hours during a given school year.

Employees will receive an annual \$120 stipend for the purpose of defraying the cost of clothing. The allowance is available only to those employees who are in paid status on August 10 and who have not tendered a letter of resignation or those who are in a one-year-only or leave

replacement position. New employees will receive reimbursement with the second pay period following their employment start date. The clothing must be approved by the supervisor and worn during normal work hours. The stipend will be paid in August of each year.

SECTION 6.7 – TRAVEL REIMBURSEMENT

Employees required to use their own vehicle for District business shall be compensated at the mileage rate paid by the State, provided that such usage has prior authorization by the District.

SECTION 6.8 – INSERVICE PAY

In-service classes not filled by bargaining unit members will be offered to members of other bargaining units.

Bargaining unit members who attend required professional development activities shall receive pay for such attendance at their rate of pay in effect at the time and in accordance with the Fair Labor Standards Act.

Bargaining unit members shall request prior District approval of the proposed professional activity by completing the appropriate district forms.

The District shall accept verification of attendance at professional development activities for inclusion in the employee's personnel file.

Bargaining unit members may be reimbursed for expenses related to district approved professional development or for time spent in professional development. Bargaining unit members are responsible for following district approved prior trip and reimbursement procedures. In order to be paid for time spent in professional development, bargaining unit members must provide the district with training hours/course verification forms or official transcripts.

SECTION 6.9 – PROFESSIONAL DEVELOPMENT PROGRAM

Association members shall qualify for access to a self-directed Professional Growth Fund which may be used to defray the costs of training and for self-improvement. Each member of the bargaining unit shall be granted \$1,250 annually. This money shall be available to the employee upon hire and shall not be prorated based on hire date.

Use of professional development funds shall be with a written request to the immediate supervisor for approval.

Funds may be used to:

1. Access job related training for any position in the I. T. Department or as outlined in the job Classification Matrix (Appendix B). This includes project management and certification training.
2. Cover the cost of education tuition for degree seeking, workshops, professional

conferences, classes, or other areas of career related improvement.

3. Vendor training (Cisco systems, Linux, etc.) that is not mandated District training.

It is not the intent of the parties to limit potential training opportunities if the employee's needs are deemed appropriate to professional growth.

Employees may share funds from their own personal accrual to assist other employees who may need to gain access to training funds. Transfer of funds shall be requested through the supervisors for accounting purposes.

Upon completion of any certification approved by the direct supervisor, an employee will be paid a completion bonus of \$500.00. Employees will be paid a completion bonus for trainings equal to 50% of the cost registration. These bonuses shall not exceed the amounts available in an employee's professional development funds. Bonuses will be paid upon receipt of official documentation of certificate/coursework completion in HR. If less than the bonus amount is remaining in the employees PD fund balance, the employee may receive a pro-rated bonus up to the remaining balance.

Employees will be allowed to carry over into individual employee accounts any unused funds from the previous year into the current year. The accumulation shall be limited to \$3,000. When employees' unused funds accumulate to more than \$3,000, the excess funds will revert to the District. The accumulation and fund reversion shall go into effect September 1, 2021.

The District will provide an accounting of professional development funds to the Association by August 31 of the current year.

SECTION 6.10 – NEW EMPLOYEE TRAINING

The District and the Association recognize and value the importance of training for new employees hired or transferred to a new position. The parties agree to work collaboratively to develop a new employee-training program.

Bargaining unit members acting as trainers shall be recognized and supported as part of the ongoing staff development program. A trainer of a new employee shall receive additional pay upon approval of the administrator and an Administrator for Human Resources.

SECTION 6.11 – FORKLIFT OPERATION

Members of the bargaining unit may agree to be trained to operate the forklift. The district will determine how many members will be trained and available to do this work. Members who are designated to do forklift work shall be paid a stipend of \$150 a month over the course of the year. Members shall be selected by the supervisor based on job duties relating to the technically warehouse and availability to operate the forklift. Members are only allowed to operate the forklift to move equipment purchased by the technology department. Members who receive this stipend shall have forklift operation added to their job duties and will be available to move equipment as needed.

SECTION 6.12 – CELL PHONE

To assist in daily responsibilities in serving staff and students of the District, individual employees will receive a communication stipend for a total of 500.04 annually to defray the cost of owning and operating a cell phone. This will allow employees to be accessible while performing daily duties or in emergency situations.

ARTICLE VII – SAFETY

The District and the Association agree to jointly promote safe and healthful working conditions and will cooperate in safety matters and encourage employees to work in a safe manner. The Association and the employees agree to abide by all safety rules of the District.

ARTICLE VIII – GRIEVANCE PROCEDURE

- A. **Definition of Grievance** – A grievance is defined as an alleged violation of a specific section of this agreement. A grievance shall be only for an act or event that actually occurred.
- B. A grievant shall mean an individual, a group of individuals and/or the Association.
- C. **Contents of the Grievance** – During each step where a grievance is reduced to writing, the written statement shall clearly specify:
 - 1. The specific agreement section allegedly violated.
 - 2. When this alleged violation occurred.
 - 3. The grievant's name, a description of grievance, and the proposed remedy or remedies for resolution of the grievance.
- D. **Days** – Days shall mean workdays, as defined in the 260-day District calendar, except as specified herein.
- E. **Required Filing Procedures** – Standard grievance forms shall be used for the filing of grievances and reporting of responses. See Appendix *
- F. **Cooperation** – The administration and the employee(s) will cooperate with each other in the investigation of any grievance, and further, will furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

- G. **Representation** – A grievant can be represented at all stages of the grievance procedure by themselves, or at employee's option, by an Association representative selected by the Association. If the Association does not represent an aggrieved party, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- H. **Records** – All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files on the participants.
- I. There shall be no reprisals against an employee who files or participates in a grievance.
- J. Materials or complaints cannot be used for disciplinary purposes if they are not found in the employee's personnel file.
- K. **Procedures** – A grievance must be commenced at Step 1 within twenty (20) days of the action or of the grievant's knowledge of the action which gave rise to it.
- L. **Alternate Procedures For Special Situations** – Provided the employee and the employee's administrator agree and the section grieved is not within the purview of the administrator, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
1. **Step One** - It is in the interest of the District and the Association for an employee and the administrator to resolve problems through free and informal communication, the employee and supervisor shall attempt to do so. However, should such informal process fail to satisfy the claimant, then a grievance may be processed through the following steps. A grievance must be commenced at Step 1 within twenty (20) days of the action which gave rise to it, or within ten (10) days of the grievant's knowledge of the action which gave rise to the grievance.
 2. **Step Two** - If, after Step One, the employee feels such would be justified, formal written grievance may be filed with the administrator. Such filing must be within ten (10) days of the Step 1 meeting. Copies of the grievance will be transmitted to the superintendent. A hearing, to be conducted within ten (10) days after receipt of the grievance, will be scheduled by the employee and the administrator. Either one or both parties may request assistance from other staff members in resolution of the grievance. Within ten (10) days after the Step Two hearing, the administrator shall provide the grievant and the superintendent with a written answer to the grievance.
 3. **Step Three** - If the grievance is not resolved at Step Two, the employee may

appeal the grievance to the superintendent or official designee within ten (10) days after receipt of the Step Two answer. A Step Three hearing shall be held within ten (10) days of the receipt of the appeal. At the Step Three hearing each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent or designee will provide, within ten (10) days, the written decision to the grievant and the grievant's administrator.

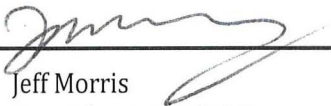
4. **Step Four** - If the grievance has not been adjusted to the satisfaction of the grievant at Step Three, within ten (10) days after receipt of the Step Three decision, the Association may submit the grievance to arbitration. Such arbitration shall be conducted by an arbitrator from the American Arbitration Association, or as agreed upon by the parties.

- M. **Timelines** – Failure by the District to resolve in a timely manner as stated herein automatically moves the grievance to the next step. Failure by the Association to file or move a grievance to the next step within the timelines indicated shall cause the grievance to be null and void.
- N. **Jurisdiction of the Arbitrator** – The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.
- O. **Arbitration Procedure** – Absent mutual agreement of the parties on the source of an arbitrator and the rules under which they will function, the arbitrator shall be chosen from a Federal Mediation and Conciliation Service panel by alternating the striking of arbiters who are acceptable to the parties. Absent mutual agreement to the contrary, said arbitrator shall function under the American Arbitration Association voluntary rules, provided that any procedural or substantive provision contained in this contract shall take precedent over any voluntary rule of the American Arbitration Association which is contrary to or inconsistent with it.
- P. **Decision Binding** – The decision of the arbitrator shall be final and binding on both parties. The decision may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.
- Q. **Costs** - Each party shall bear its own costs of arbitration except that the parties shall share the fees and charges of the arbitrator equally.

Article IX - Duration


All provisions of this Agreement shall be in full force and effect from September 1, 2025 to August 31, 2027.

Any legislated Cost of Living Adjustments will be passed directly and completely onto the salary schedule. Should the District suffer a double levy failure, the Association and District will address potential impacts through the Contract Administration process.



Jeff Morris
President NTAITP

Date: 10/13/25



Derrick Pete

Executive Director of Human
Resources

Date: 9/17/2025

APPENDIX A – SALARY SCHEDULE

2025-26 with 2.5% IPD

Student Support

Professional Level					
Step	1	2	3	4	5
1	29.09	30.56	32.11	33.72	35.43
2	29.82	31.31	32.90	34.56	36.32
3	30.56	32.11	33.72	35.43	37.24
4	31.31	32.90	34.56	36.32	38.16
5	32.11	33.72	35.43	37.24	39.11
6	32.90	34.56	36.32	38.16	40.10
7	33.72	35.43	37.24	39.11	41.09
8	34.56	36.32	38.16	40.10	42.12
9	35.43	37.24	39.11	41.09	43.17
10	36.32	38.16	40.10	42.12	44.26

IT Support Specialist

Professional Level						
Step	1	2	3	4	5	Lead
1	29.34	30.82	32.40	34.02	35.75	48.09
2	30.08	31.60	33.20	34.88	36.65	49.31
3	30.82	32.40	34.02	35.75	37.57	50.53
4	31.60	33.20	34.88	36.65	38.50	51.79
5	32.40	34.02	35.75	37.57	39.45	53.10
6	33.20	34.88	36.65	38.50	40.46	
7	34.02	35.75	37.57	39.45	41.46	
8	34.88	36.65	38.50	40.46	42.51	
9	35.75	37.57	39.45	41.46	43.56	
10	36.65	38.50	40.46	42.51	44.65	

Web App Specialist, Remote IT Specialist & Application Support Specialist

Professional Level						
Step	1	2	3	4	5	Senior
1	30.81	32.38	34.01	35.73	37.55	48.05
2	31.59	33.19	34.86	36.63	38.48	49.25
3	32.38	34.01	35.73	37.55	39.44	50.49
4	33.19	34.86	36.63	38.48	40.44	51.76
5	34.01	35.73	37.55	39.44	41.44	53.05
6	34.86	36.63	38.48	40.44	42.49	
7	35.73	37.55	39.44	41.44	43.54	
8	36.63	38.48	40.44	42.49	44.63	
9	37.55	39.44	41.44	43.54	45.75	
10	38.48	40.44	42.49	44.63	46.88	

System Admin & Network Admin

Professional Level								
Step	1	2	3	4	5	6	7	Senior
1	33.48	35.16	36.95	38.82	40.78	42.85	45.02	57.63
2	34.31	36.04	37.87	39.80	41.79	43.91	46.15	59.07
3	35.16	36.95	38.82	40.78	42.85	45.02	47.30	60.55
4	36.04	37.87	39.80	41.79	43.91	46.15	48.48	62.05
5	36.95	38.82	40.78	42.85	45.02	47.30	49.69	63.61
6	37.87	39.80	41.79	43.91	46.15	48.48	50.93	
7	38.82	40.78	42.85	45.02	47.30	49.69	52.20	
8	39.80	41.79	43.91	46.15	48.48	50.93	53.52	
9	40.78	42.85	45.02	47.30	49.69	52.20	54.85	
10	41.79	43.91	46.15	48.48	50.93	53.52	56.22	

2026-27 will increase by IPD + 1%

APPENDIX B – JOB CLASSIFICATION MATRIX

Technology Support Specialist, Service Desk Specialist, Web Application Specialist, Student Information Support Specialist, and Application Support Specialist	
Professional Level 1(DST-1, RST-1, WAS-1, SIS-1)	a. High School Diploma or GED b. One of the following or equivalent experience: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties - 3 semester credit hours of technical or customer service-related classes related to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 2(DST-2, RST-2, WAS-2, SIS-2)	a. One of the following or equivalent experience: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties - 3 semester credit hours of technical or customer service-related classes related to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 3(DST-3, RST-3, WAS-3, SIS-3)	a. At least 2 business days of formal training in Customer Service. b. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties - 3 semester credit hours of technical or customer service-related classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 4(DST-4, RST-4, WAS-4, SIS-4)	a. At least 2 business days of formal team training in Interpersonal Communications. b. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties - 3 semester credit hours of technical or customer service-related classes related to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 5 (DST-5, RST- 5, WAS-5, SIS-5)	a. At least 2 business days of formal training in Project Management. b. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties - 3 semester credit hours of technical or customer service-related classes related to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.

Lead Technology Support Specialist, Senior Service Desk Specialist, and Senior Web Application Specialist	
Lead/Senior Level (DST-Lead, RST-Senior, WAS-Senior)	<ul style="list-style-type: none"> a. Five years of experience working as a DST/RST/WAS or equivalent experience. b. At least 2 business days of formal training in Leadership or equivalent experience. c. At least 5 business days of formal training in Project Management or equivalent experience. d. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties - 3 semester credit hours of technical or customer service-related classes related to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.

System Administrator	
Professional Level 1(SA-1)	<p>a. High School Diploma or GED</p> <p>b. One of the following or equivalent experience:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 2(SA-2)	<p>a. One of the following or equivalent experience:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to cybersecurity. - 3 semester credit hours of cybersecurity applicable to job duties. - At least 5 business days of formal training in cybersecurity applicable to job duties.
Professional Level 3(SA-3)	<p>a. At least 2 business days of formal training in Project Management or equivalent experience.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 4(SA-4)	<p>a. At least 2 business days of formal team training in Interpersonal Communications.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to network administration. - 3 semester credit hours of network administration applicable to job duties. - At least 5 business days of formal training in network administration applicable to job duties.
Professional Level 5(SA-5)	<p>a. At least 2 business days of formal training in Customer Service.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.

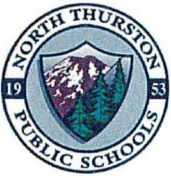
Professional Level 6 (SA-6)	<ul style="list-style-type: none"> a. At least 2 business days of formal training in project management. b. One of the following: <ul style="list-style-type: none"> - At least 5 business days of formal training in cybersecurity. - One current industry standard certification in cybersecurity applicable to job duties. c. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 7 (SA-7)	<ul style="list-style-type: none"> a. At least 2 business days of formal training in leadership. b. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties. c. One of the following: <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.

Network Administrator	
Professional Level 1(NA-1)	<p>a. High School Diploma or GED</p> <p>b. One of the following or equivalent experience:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - At least 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 2(NA-2)	<p>a. One of the following or equivalent experience:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to cybersecurity. - 3 semester credit hours of cybersecurity applicable to job duties. - At least 5 business days of formal training in cybersecurity applicable to job duties.
Professional Level 3(NA-3)	<p>a. At least 2 business days of formal training in Project Management or equivalent experience.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 4(NA-4)	<p>a. At least 3 business days of formal team training in interpersonal communications.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to systems administration. - 3 semester credit hours of systems administration applicable to job duties. - At least 5 business days of formal training in systems administration applicable to job duties.

Professional Level 5 (NA-5)	<p>a. At least 3 business days of formal training in customer service.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 6 (NA-6)	<p>a. At least 2 business days of formal training in project management.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - At least 5 business days of formal training in cybersecurity. - One current industry standard certification in cybersecurity applicable to job duties. <p>c. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.
Professional Level 7 (NA-7)	<p>a. At least 2 business days of formal training in leadership.</p> <p>b. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties. <p>c. One of the following:</p> <ul style="list-style-type: none"> - One current industry standard certification applicable to job duties. - 3 semester credit hours of technical classes applicable to job duties. - 5 cumulative business days of formal training in any of the following: <ul style="list-style-type: none"> - District Standard Hardware, Software, or Cloud based platform applicable to job duties.

Senior System Administrator	
Senior Level (SA-Senior)	<ul style="list-style-type: none"> a. 5 years as a System Administrator or equivalent experience b. 3 years' experience designing, implementing, and administering Storage Area Network systems. c. 3 years' experience designing, implementing, and administering cybersecurity policies for on premises or cloud-based systems. d. 3 years' experience designing, implementing, and administering Virtual Server Infrastructures (VMware or HyperV). e. 3 years' experience designing, implementing, and administering on premises or cloud-based Exchange.

Senior Network Administrator	
Senior Level (NA-Senior)	<ul style="list-style-type: none"> a. 5 years as a Network Administrator or equivalent experience b. 3 years' experience designing, implementing, and administering VoIP networks. c. 3 years' experience designing, implementing, and administering network cybersecurity policies for on premises and cloud-based infrastructure. d. 3 years' experience designing, implementing, and administering enterprise wireless networks. e. 3 years' experience designing, implementing, and administering enterprise VLAN's and firewall solutions.



**NORTH THURSTON SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT
CLASSIFIED EMPLOYEE EVALUATION**

To be completed by:
9 month: June 1
10/11 month: July 1
12 Month: August 15

Employee's Name:
Position:
Evaluation Period
Evaluation Type: ☐ Probationary ☐ Annual
Date
Dept./School
through

1. ***Does Not Meet District Requirements** -- Conduct and work behavior demonstrates deficiencies that seriously interfere with job performance.
2. **Area for Professional Growth** — Conduct and work behavior demonstrates improvement is needed in order to meet district requirements.
3. **Meets District Requirements** — Conduct and work behavior promotes successful performance.
4. **Exceeds Expectations** -- Conduct and work behavior demonstrates initiative, leadership, and overall superior skills.

	*1	2	3	4
♦ Adaptability: Ability to change and cooperate in varying capacities, flexible, adjusts quickly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Cooperation: Cooperative and gets along well with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Dependability: Works well, minimal to no supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Human Relations: Sensitivity to individual differences, e.g. cultural, ethnic, socioeconomic, gender, disability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Initiative & Decision Making: Resourceful, ability to assess problems, determine priorities, and reach solutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Job Knowledge/Performance: Possesses information and understanding of responsibility; amount of work produced is consistent with job expectations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Punctuality and Attendance: Adherence to assigned work hours and days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Communication: Ability to exchange written and oral information appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Customer Service: Responds courteously and promptly to students, staff and the public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Technical Knowledge/Skills: Possesses knowledge/skills to perform job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Quality of Work: Accuracy, thoroughness, and effectiveness of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Organization: Organizes and prioritizes work load and resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Confidentiality: Maintains confidential information and communications in an ethical manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Policy Adherence: Understands and follows policies and procedures in areas of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CLASSIFIED EMPLOYEE EVALUATION (CONT'D)

Employee's Name:

Date:

Areas of accomplishment and/or professional growth:

♦ Areas needing improvement and recommendation (required if any areas do not meet district requirements):

♦ Statement of overall performance:

♦ I recommend employee continue in their present position:

☐

Yes

☐

No

☐

With reservations

Evaluator's Signature/Date

♦ Employee comments: (Optional)

I have read and had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form does not mean that I agree with this evaluation. A copy of this report has been given to me.

Signature of Employee Being
Evaluated

Date

Evaluator's Signature

Date

Original to HR (Personnel File)

Copy (Employee)

Copy (Evaluator)

APPENDIX D -
SEVEN STEPS OF
JUSTIFIABLE CAUSE

1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?

APPENDIX E – GRIEVANCE FORM

NTAITP GRIEVANCE FORM

Grievant Name: _____ Building/Site: _____

Date of Alleged Violation: _____ Date

Grievance Filed: _____ Original Step of Grievance

Filing: _____ Current

Filing Step: _____

Involved Principal/Supervisor: _____

Association Representative: _____

Specific Article(s)/Section(s) of the Collective Bargaining

Agreement allegedly violated:

Description of grievance:

Proposed remedy or remedies for resolution of the grievance:

Signature of Grievant: _____ Date: _____

Distribution of Grievance:

Association Representative

Immediate Supervisor

Association:

Grievant(s):