# COLLECTIVE BARGAINING AGREEMENT

**between**

# SHORELINE SCHOOL DISTRICT NO. 412

**and**

# MAINTENANCE EMPLOYEES

**September 1, 2020 to August 31, 2024**

- **Agreement Extended September 1, 2024 to August 31, 2026**

- **Agreement Extended September 1, 2026 to August 31, 2027**

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**SHORELINE SCHOOL DISTRICT NO. 412**
**Shoreline, Washington 98155**

# COLLECTIVE BARGAINING AGREEMENT FOR MAINTENANCE EMPLOYEES

**Effective September 1, 2020 through August 31, 2024**

## 1.0 GENERAL STATEMENT OF PHILOSOPHY

1.1 This Salary Schedule and Provisions for Maintenance Employees in the Shoreline School District expresses the philosophy of the District in developing personnel policies which will attract and hold the best qualified personnel for maintenance positions in the District.

1.2 For non-discrimination, refer to District Board Policy.

## 2.0 SALARY SCHEDULE

2.1 The following positions are represented by the Seattle Building Trades Council:

Carpenter
Computer Technician I
Computer Technician II
Journey Wireman
Journey Technician
HVAC Technician
Painter/Taper
Painter
Plumber/Pipefitter
Roofer
Sheet Metal Worker

All employees are paid on an hourly basis, as shown on Attachment #1. The foreman rate will be 10% above the applicable journey-level rate. This rate will apply when supervision is provided for two (2) or more maintenance employees.

The wage scale for all maintenance employees of the Shoreline School District shall be 85% of the outside scale (the wage paid to the union workers in the private sector). Employees that are being paid a higher wage than the 85% at the time the wage comes into effect will be grandfathered until such time as the 85% wage overtakes their wage level. The wages shall be updated September 1 of each year based on changes within each employee's respective craft's most recent outside adjustment in effect on September 1.

The wages of the Computer Technician I shall be based on 70% of the Journey Wireman outside wage scale. The wages of the Computer Technician II shall be based on 80% of the Journey Wireman outside wage scale.

Future Journey Technician work will incorporate the work that was previously performed under the Telecommunications Technician position.

2.2 Work Week

The work week Monday through Friday for a full-time regular employee shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days. Any time worked in excess of forty (40) hours per week shall be considered overtime rate.

A Tuesday thru Saturday work week may be scheduled for operational requirements of the District, but the District must notify the employee(s) at least three (3) working days prior to the schedule becoming effective. An employee may decline the special scheduling for reasons without prejudice. This special scheduling will not be routine and such schedules shall be seven and one-half (7-1/2) hours in duration with compensation based on the employee's regular rate and work day.

2.3 Any swing shift assigned work shall be scheduled between 2:00 p.m. and 12:00 a.m. All swing shift work shall be eight (8) hours in duration with compensation based on the employee's regular rate plus an additional ten percent (10%) premium pay.

2.4 Additional Compensation

2.4.1 Overtime shall be paid at the rate of time and one half in accordance with the provisions for call-back service. (See Section 6.0 and Attachment 3.) Any work performed on legal holidays shall be at double time rate. (See Section 4.0.) All work performed on Sunday shall be at the overtime rate of double time. All overtime shall be paid at the appropriate overtime rate of pay; there is no provision for compensating time.

2.4.2 Maintenance employees shall be reimbursed expenses for required annual license renewal fees, associated continuing education credits, certifications, and attending classes during non-work hours. Classes shall be for the purpose of improving work skills and shall require prior approval from the District.

2.4.3 Asbestos removal will be compensated at one hundred dollars ($100.00) per month, when authorized by the District.

2.4.4 Work Equipment Allowance. All maintenance employees hired as of September 1 of each year shall receive an annual allowance for work-related footwear of one hundred fifty dollars ($150). The unused amount

will be rolled into the employee's allowance for use the following year. Carryover is limited to one year's allowance. Any purchase other than boots shall be approved by appropriate District Management, and shall be used for District use.

In lieu of a work-related footwear allowance, Computer Technicians covered by this agreement shall receive an annual allowance of workplace tools/materials of one hundred fifty dollars ($150). The unused amount will be rolled into the employee's allowance for use the following year. Carryover is limited to one year's allowance. These tools/materials shall be approved by appropriate District Management, and shall be used for District use.

The allowance shall be accessed by submitting one receipt for reimbursement to the Director of Maintenance or Director of Technology, whichever is appropriate, no later than August 1st of each year. Equipment purchased through this provision of the Agreement remains the property of the employee.

2.5 Other Provisions

2.5.1 Any employee covered under this Agreement working less than an eight (8) hour day, forty (40) hours a week, or paid for less than 260 days per year (defined as September 1st through August 31st of the following calendar year), shall receive the pro-rated portion of all provisions covered under this agreement except Group Insurance provisions.

Any employee covered under this Agreement working 20 hours or more per week and less than a full year (paid for less than 260 days per year) will have their pay annualized and paid in pro-rated equal monthly installments and, to the extent permitted by law, will receive pro-rated group insurance coverage with the District paying the employer's portion for the remaining months of the work year.

2.6 Temporary Hires

2.6.1 From time to time, the district may have need for skilled journeymen in various crafts to augment the budgeted staffing of the maintenance department. The District will work with each craft union represented by the Trades to identify individuals for this temporary work; provided, however, the appropriate union shall notify any recommended journeymen of their need to comply with District FBI fingerprint and Washington State background check requirements. Costs for the background and fingerprint checks are the responsibility of the person being recommended.

2.6.2 If no recommendations are made within five (5) business days of the written request from the District, the District is free to engage individuals

without the journeyman status who have been so cleared to fill the temporary position; provided, however, the work of these individuals will be done under the supervision of the appropriate journeyman.

2.6.3 Temporary hires shall be compensated per the appropriate outside craft "Schedule A" (wage, health and welfare) or off the Agreement's wage schedule, as appropriate to the individual's union standing or lack thereof, respectively. Any dues or representation fee requirements are between the appropriate craft and the temporary journeyman. Temporary hires, whether journeyman or not, shall not be covered or otherwise eligible for any other compensation, benefits, leaves or any other provisions of this Agreement except Sections 2.2, 2.6 and Article 12 (Grievance Procedure) for purposes of allowing the temporary hire to grieve the application or interpretation of this Section 2.6.3.

2.6.4 At no time shall any temporary hire (journeyman or not) be engaged as such for more than 120 consecutive workdays (based on the work calendar of the position being filled) during any one school year.

2.7 Workwear and Laundering Service

2.7.1 The District shall supply the following clothing for each employee covered under this bargaining agreement:

a. A minimum of six (6) work shirts.
b. A minimum of six (6) work pants or bib overalls (at the employee's option).
c. One pair of work overalls or coveralls.
d. One cold weather work jacket.

2.7.2 Laundry service shall be provided by the District, or the District will provide access to a washer and dryer on site so employees can launder their clothes during their normal work week.

2.7.3 If the District elects to use a laundry service the above listed quantities shall be increased as needed to ensure clean clothing is available daily for the employees.

2.7.4 The District shall replace any clothing irreparably damaged on the job.

2.7.5 Both parties agree to discuss the clothing allocation in labor management meeting if conditions change.

## 3.0 VACATION ALLOWANCE

3.1 Each full-time employee shall receive annually two (2) weeks vacation with pay. Part-time employees shall receive a pro-rata vacation. Full-time employees shall

receive three (3) weeks vacation after five (5) years and four (4) weeks vacation after ten (10) years of continuous service with the school district as of the employee's hiring in anniversary date. It is further understood that the Maintenance Supervisor will arrange for full-time employees' vacations beyond the standard two (2) week period consistent with the work schedule of the respective department. It will be the practice to guarantee two (2) consecutive weeks with the balance being allotted as mutually agreed. Starting with the sixteenth (16) year of continuous service as of the employee's hiring in anniversary date, the full-time employee shall receive as a vacation allowance of four (4) weeks and two (2) days.

3.2 Vacation allowance of fifteen (15) days will be allowed to carry over from one year to the following year with the approval of the Human Resources Director.

3.3 The employee will provide reasonable advance notice of Vacation whenever possible.

## 4.0 HOLIDAYS

The following holidays shall be designated as such and any work performed on holidays shall be paid for at the overtime rate for not less than four (4) hours:

| 2020-2024 | |
|---|---|
| Labor Day | New Year's Day and one additional day |
| Veteran's Day | Martin Luther King Observance Day |
| Thanksgiving Day | Presidents' Day |
| Friday following Thanksgiving | Memorial Day |
| Christmas and one additional day | Independence Day and one additional day |

When any recognized holiday identified above falls on a Saturday or Sunday, the district shall identify a replacement holiday for the week-end holiday observance. The replacement holiday shall occur during the workweek preceding or following the week-end that the holiday actual occurs on. The parties acknowledge that the adopted student school-year calendar will be a controlling factor in the district's selection of the replacement holiday. Any work performed on legal holidays shall be paid at the double time rate.

## 5.0 LEAVES

Basis for granting leave:

5.1 Sick Leave (accumulative)

5.1.1 Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated in accordance with State Law limitations. Employees shall be compensated annually and/or upon retirement or death for unused sick leave credits in a timely manner

and in accordance with District policies and the laws of the State of Washington.

5.1.2 One (1) day of sick leave is defined as being equal to the employee's regular work day.

5.1.3 Sick leave shall be used for employee absence caused by personal illness, injury or disability, including pregnancy and ill child. In the case of family illness, the employee may contact the Human Resources Office for approval. The employee will provide notice of Sick leave prior to the start of the work shift whenever possible. Use of sick leave shall be governed by RCW 49.46.210 and WAC 296-128.

5.1.4 For any increment used in excess of sick leave allowance, deduction of that increment shall be made.

5.1.5 A doctor's certificate may be required from an employee after five (5) days of absence.

5.1.6 Accumulated sick leave will be retained by an employee who is terminated due to reduction in force or granted a leave of absence for a period of one (1) year

5.1.7 The District shall maintain the sick leave conversion entitlement, so long as the District has the statutory right to do so.

5.2 Sick Leave/Coordination - Industrial Insurance

Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use sick leave to the amount of their earned credit less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay. Any overpayments must be returned to the District by the employee.

5.3 Temporary Disability Leave

5.3.1 Each employee who, for medical reasons, cannot perform the functions of his/her assigned position shall be considered eligible for a temporary disability leave with sick leave benefit.

5.3.1.1 An employee requesting a leave due to temporary disability shall submit the leave request to the Human Resources Office at least ten (10) days or more in advance of the proposed starting date of the leave.

5.3.1.2 The effective date of the leave will be determined by the Human Resources Office in consultation with the employee and his/her physician.

5.3.1.3 An employee on temporary disability leave shall receive sick leave benefits up to the number of sick leave days accrued and shall retain all other rights and benefits.

5.3.1.4 The School District shall have the right to request a physician's certificate of disability while the leave is in effect.

5.3.1.5 Termination of the temporary disability leave shall be when the employee's attending physician confirms the ability of the employee to resume normal duties of the assigned position. In the case of pregnancy, expiration of the temporary disability leave shall be no later than sixty (60) calendar days after the termination of the pregnancy.

5.4 Bereavement Leave - (non-cumulative)

A maximum of five (5) days' bereavement leave shall be allowed for each death in the immediate family (husband, wife, domestic partner, father, mother, son, daughter, sister, brother, mother-in-law or father-in-law), and a maximum of one (1) day for funerals of relatives and/or friends.

5.5 Personal Leave (non-cumulative)

Three (3) days per year personal leave may be allowed for each employee for event of serious illness within the immediate family or personal business which cannot be scheduled during non-work hours, including, but not limited to, court attendance, legal matters, mortgage or loan matters. The employee will provide reasonable advance notice of Personal leave whenever possible. Such absence shall be reported on district standard reporting forms and approved by the Human Resources Office. Upon request, reason(s) for denial shall be given by the District.

5.6 Jury Duty

An employee who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.

5.7 Paid Family Leave

The Employer shall comply with the requirements of the Washington Paid Family and Medical Leave Act (WPFMLA) and for the term of this Agreement shall

deduct employee contributions per State Plan requirements. The Employer agrees to negotiate the impacts and/or effects of the WPFMLA to Staff Employees' working conditions.

## 6.0 CALL BACK SERVICE

Call Back Service for monthly employees, when authorized, shall be for not less than two (2) hours at the appropriate overtime rate.

## 7.0 RETIREMENT

All qualified employees must mandatorily belong to School Employees Retirement System (S.E.R.S.) and will retire consistent with State rules and regulations.

## 8.0 TERMINATION OF EMPLOYMENT

The termination of employment under normal circumstances should require not less than fifteen (15) days' notice; however, the District shall have the authority to suspend any employee without pay, where charges are of a serious nature, for a period of not more than fifteen (15) calendar days while investigation is being made. If the investigation clears the employee of all charges, he/she will be reinstated. If the charges against the employee are sustained, the employee is considered discharged as of the date of suspension without further compensation. Any employee shall be entitled to receive a statement of reasons for discharge and a hearing upon request.

## 9.0 SENIORITY

If qualifications are equal, seniority will prevail in the event of reduction. Seniority will be calculated within each employee's classification (job title) based on the employee's most recent hire date. In the event of a reduction-in-force, employees shall be given thirty (30) calendar days advance notice, and shall be eligible for recall for twenty-four (24) months after the effective date of the reduction-in-force.

## 10.0 OPTIONAL PAYROLL DEDUCTION

The Payroll Department will deduct Union dues, Washington School Employees' Credit Union and other District-approved deductions for full-time and part-time employees requesting such a deduction when authorization is provided to the payroll office by the union.

## 11.0 GROUP INSURANCE

No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a penalty. Pursuant to RCW 28A.400.275(1), the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that this Section 11 insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1.

Group Insurance (Basic)

11.1 The District shall provide basic and optional benefits through the State's Health Care Authority, as determined by the School Employees Benefits Board (SEBB), under the rules and regulations adopted by the SEBB.

Benefits offered through SEBB include:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental, including orthodontia
- Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Plan (HDHP) for their medical insurance.

To the extent that SEBB modifies, adds to, or removes any of the benefits described above, the District will comply, as required by State law. The District agrees to bargain any effects from the modifications, to the extent permitted by law.

11.2 Optional Supplemental Insurance

An employee may elect to participate in optional group insurance programs approved by the SEBB. The entire premium for any of these Optional Supplemental Insurances will be paid by the employee, however employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g., increased Life, AD&D, Long Term Disability, etc.).

11.3 A District Advisory Insurance Committee may be convened to assist in determining any allowable supplemental types of insurance programs to be provided to employees subject to approval by the Board. If an advisory

committee is convened, the union shall be entitled to name one representative to the committee.

## 12.0 GRIEVANCE PROCEDURE

12.1 In the event that any difference arises between Shoreline School District and the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be grievance and shall be settled only in accordance with the grievance procedure set forth herein.

12.2 Grievance Steps

12.2.1 The employee shall first discuss the grievance with his/her immediate supervisor with a representative of the Union present, if requested by the employee. Every effort should be made at this level to resolve the grievance.

12.2.2 If no settlement is reached at Step 1, the Union representative, if he/she considers the grievance to be valid, will reduce to writing a statement of grievance. The statement will be submitted in writing within ten (10) calendar days to the immediate supervisor for reconsideration, with copies transmitted by the Union to the Director of Human Resources. These parties, within seven (7) calendar days, shall submit a written statement as to the disposition of the grievance.

12.2.3 If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within ten (10) calendar days submit the written grievance to the Superintendent or designee. These parties, within ten (10) calendar days from submission of the grievance statement, shall resolve the dispute and indicate by written statement the grievance disposition.

12.2.4 If the disposition of the grievance by the Superintendent or designee is unacceptable, the representative may, within fifteen (15) calendar days of the response from Step 3, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

12.2.4.1 The Arbitrator shall limit his decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement or staff evaluation.

12.2.4.2 There shall be no appeal from the Arbitrator's decision if within the scope of his authority. It shall be final and binding

on the Union, the employee(s) involved, the Administration and the Board.

12.2.4.3 The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

12.3 The grievance procedures outlined in this Agreement shall not preclude the employee from taking any legal steps available to them through the courts of competent jurisdiction.

12.4 The Union shall have an opportunity to be present at all grievance meetings.

12.5 If an employee and/or Union representative fails to respond to the next grievance step within the allotted time, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level.

12.6 By mutual agreement between the District and the Union, the time limitations applicable to this provision may be waived for reasons that will ensure due process to the grievant.

## 13.0 UNION RECOGNITION

The Seattle Building and Construction Trades Council is recognized as the official labor organization for all employees performing work as monthly maintenance employees in the Shoreline School District.

The District agrees that the Union has the legal right to encourage all employees in positions represented by this Agreement to become and remain members in good standing of the Union, and the Union accepts its responsibility to represent all employees in the bargaining unit regardless of membership status.

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

13.1 Membership Rights

All employees working in the bargaining unit shall have the right to become a union member upon hire. The District, including supervisors and managers, agrees to direct all questions and communications from unit employees regarding union membership directly to the union.

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

13.2 Notice

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

13.3 New Employee Orientation, Union Presentation

The District will provide the Union with an opportunity to meet with the new employee for a minimum of thirty (30) minutes of paid time. This access will occur during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Union.

13.4 Public Records Request

When documents in an individual employee's personnel, payroll, supervisor, training safety or medical file are the subject of a public records request, the District will provide the employee notice of the request in advance of the intended release date. If the District receives a public records request for personal information for the entire membership of the Union working for the employer, the District shall notify the Union as soon as possible and prior to the release of the information.

## 14.0 RESIGNATION

Employees shall give fifteen (15) days' notice. If there are circumstances that require resignation with less than fifteen (15) days' notice, approval must be obtained from the School District.

## 15.0 MANAGEMENT RIGHTS CLAUSE

15.1 Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the employers' inherent and traditional right to manage their respective businesses as has been their practice in the past. The Union recognizes the right of the employer to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and process of doing work, to introduce new and improved work

methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

15.2 The exercise of the employers' rights stated herein is an exclusive function of management. The exercise of the Management Rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.

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

## 16.0 LABOR MANAGEMENT COMMITTEE

16.1 The parties agree to establish a Labor Management Committee for the purpose of seeking resolution on issues of common concern.

## 17.0 ADOPTION OF SCHEDULE

17.1 This schedule represents the Shoreline Board of Directors' desire to pay the best salaries possible to its employees based upon the available revenues accruing to the District.

17.2 A certified copy of this Salary Schedule and Provisions for Maintenance Employees as adopted by the Board of Directors, shall be forwarded to the Seattle Building and Construction Trades Council.

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## 18.0 TERMINATION AND RENEWAL

18.1 This Agreement shall take effect on September 1, 2020, and shall be in full force and effect until August 31, 2024.

18.2 If the State Legislature reduces the District's authority to collect an approved General Fund enrichment levy the District and the Building Trades Council agree to meet to discuss the impact of such loss of the levy revenue on this Agreement.

This is to certify that this Salary Schedule and Provisions was adopted by the Shoreline Board of Directors as found in the minutes of their meeting August 17, 2020.

DocuSigned by:
Monty Anderson
829772057028B4EA...
Monty Anderson, Executive Secretary
Seattle Building Trades Council

Rebecca Miner, Superintendent
and Secretary to the Board of Directors
Shoreline School District

DocuSigned by:
Lisa Bogardus
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Lisa Bogardus
Assistant Executive Secretary
Seattle Building Trades Council

Marla S. Miller, Deputy Superintendent
Shoreline School District

DocuSigned by:
Dave Quinn
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David Quinn
PNW Regional Council of Carpenters

DocuSigned by:
kurt Swanson
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Kurt Swanson
Plumbers & Pipefitters Local 32

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Gillian Burlingham
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Int'l. Brotherhood of Elec. Workers
Local 46

DocuSigned by:
Steve Hurley
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Steve Hurley
Roofers Local 54

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Cynthia Grant
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Cynthia Grant
Painters District Council #5

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Sam Hem
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Sam Hem
Sheet Metal Workers Local 66

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**ATTACHMENT #1**

COLLECTIVE BARGAINING AGREEMENT

between

Seattle Building Trades Council/MAINTENANCE EMPLOYEES

and

SHORELINE SCHOOL DISTRICT NO. 412

The Parties agree to the following pay rates effective September 1, 2020:

| 2.0 | SALARY SCHEDULE | Hourly Rate |
|---|---|---|
| 2.1 | Carpenter | $ 39.88 |
| | Computer Technician I | $ 41.15 |
| | Computer Technician II | $ 47.02 |
| | Journey Wireman | $ 49.96 |
| | Journey Technician | $ 32.70 |
| | HVAC Technician | $ 50.46 |
| | Painter/Taper | $ 38.11 |
| | Painter | $ 28.18 |
| | Plumber/Pipefitter | $ 54.15 |
| | Roofer | $ 33.41 |
| | Sheet Metal Worker | $ 50.16 |

For the Unions:

DocuSigned by:
Monty Anderson
82977205702B4EA...

Date: 9/18/2020

For the District:

Mark S Mills

Date: 10/6/2020

**ATTACHMENT #2**
VEBA Agreement

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**ATTACHMENT #3**

Memorandum of Understanding
Between
Maintenance Employees and
Shoreline School District

EVENING/WEEKEND CALL BACK SERVICE

The Parties recognize the advantages in knowledge and familiarity offered by District employees providing Evening/Weekend support in the event of emergencies, and also recognize that not every employee is available to provide emergency services after work hours.

The Parties agree to the following provisions of Evening/Weekend call back service:

- Call back service will be considered as any emergency situation found after regular hours needing a staff member's immediate attention on-site to ensure the safety and security of all facilities.
- Only the immediate supervisor or his/her designee shall authorize any and all callbacks.
- Pursuant to Article 6.0 of the Collective Bargaining Agreement, callbacks shall be paid a minimum of 2 hours at the overtime rate.
- Pursuant to Article 2.4.1 of the Collective Bargaining Agreement, all hours worked during a callback shall be compensated at the rate of time and one half. Any work performed on a Sunday or legal holiday shall be paid at double time rate.
- All maintenance staff that wish to be available for call back service shall provide current contact information to the Maintenance Office Manager for call back support.
- If immediate call back support is unavailable, contracted services may be used.
- Any employee may be called outside of work hours for an emergency consultation in their area of expertise that cannot wait until the following work day. When a phone call does not result in a call back to perform work, employees shall be compensated for such emergency telephone conversations and remote responses. They shall be compensated for not less than 30 minutes at the appropriate overtime rate between the hours of 8 AM and 8 PM and not less than 60 minutes at the appropriate overtime rate between the hours of 8 PM and 8 AM.
- The District shall not discipline an employee for not being available to participate in call back service or after hours consultation due to personal commitments outside of their normal work hours.

For the Unions:

DocuSigned by:
Monty Anderson
829772057028B4EA...

Date: 9/18/2020

For the District:

Mark S Mills

Date: 10/6/2020

DocuSign Envelope ID: 19098EF1-AE1E-49FB-9B96-272CD6CCC9CC

**ATTACHMENT #4**

Memorandum of Understanding
Between
Maintenance Employees and
Shoreline School District

Use of District Cell Phones

This Memorandum of Understanding (MOU) is between Shoreline School District No. 412 (District) and the Seattle Building Trades Council (Union), and is supplemental to the 2020-2024 Collective Bargaining Agreement (CBA).

WHEREAS, the parties share an interest in the District providing a tool for reliable and safe work communication between employees and management,

NOW THEREFORE, the parties agree as follows:

1) Cell phones for department communications will be issued to each position in the Maintenance Department, and on request by Computer Technicians.
2) Cell phones are subject to the District's policy related to the acceptable use of technology.
3) Employees are to follow District directions for the proper care and maintenance of the phones to prevent loss or damage.
4) Cell phones are public property and assigned to employees for school district business use only. No personal calls, texts, use of data or internet access is permitted. (The parties acknowledge on rare occasions an employee may receive a personal emergency call on the District phone.)
5) For the safety of the employee, cell phones may not be used while driving.
6) Cell phones must be secured in the District office at the end of each work shift, and recharged in preparation for the next shift.
7) Although cell phones may be used to troubleshoot issues with outside vendors, all purchases must be placed through the office coordinator. Calls from outside vendors should go to 206-393-4401 unless emergency communications are needed.
8) The parties agree to resolve questions or concerns that arise due to the implementation of this agreement through the Labor Management process.

Agreed to this 27th day of July, 2020.

For the Unions:
DocuSigned by:
Monty Anderson
8297720570284EA...
Date: 9/18/2020

For the District:
Date: 10/a/2020

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**ATTACHMENT #5**

MEMORANDUM OF UNDERSTANDING
Between
SHORELINE SCHOOL DISTRICT NO. 412
And
MAINTENANCE EMPLOYEES

THIS MEMORANDUM OF UNDERSTANDING **regarding COMPUTER TECHNICIAN POSITIONS** is effective September 1, 2020 through August 31, 2024, and is supplemental to the 2020-2024 Collective Bargaining Agreement (Agreement) between Shoreline Maintenance Employees (Union) and Shoreline School District No. 412 (District).

WHEREAS, the Union and the District bargain the job titles and compensation for positions represented by the Union; and

WHEREAS, the Union represents Computer Technician I and Computer Technician II positions in the District; and

WHEREAS, during the term of the Agreement the Parties agreed to explore the responsibilities and available levels of Computer Technician positions in the District;

NOW THEREFORE, the Union and the District agree to the following **regarding COMPUTER TECHNICIAN POSITIONS:**

1) During the term of the current CBA, the Parties agree to review the responsibilities and job qualifications reflected in the job descriptions of the Computer Technician I and Computer Technician II positions represented by the Union.
2) Without presupposing the outcome of the process, the Parties agree to explore the adequacy of the levels and compensation of the available positions to meet the range of Computer Technician work required by the District.
    a. As an outcome from the above exploration, the parties agree to discuss the possibility and feasibility of a Computer Technician III position.
3) The Parties agree to complete the review of the Computer Technician positions prior to the expiration of the Agreement.

For the Union:
DocuSigned by:
Monty Anderson
8207720570284EA...

9/18/2020
Date

For the District:
Mark A Miller

10/6/2020
Date