



ISSAQUAH
SCHOOL DISTRICT 411

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ISSAQUAH SCHOOL DISTRICT

AND

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES

AND DRIVERS

LOCAL UNION NO. 763

SEPTEMBER 1, 2020 – AUGUST 31, 2022



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION, UNION MEMBERSHIP AND DUES CHECK-OFF.....	1
ARTICLE II	MANAGEMENT RIGHTS	2
ARTICLE III	UNION RIGHTS	2
ARTICLE IV	HIRING, PROBATION PERIOD, AND SENIORITY	3
ARTICLE V	HOURS OF WORK AND OVERTIME	6
ARTICLE VI	RATES OF PAY.....	9
ARTICLE VII	HOLIDAYS.....	10
ARTICLE VIII	VACATION	10
ARTICLE IX	LEAVES.....	11
ARTICLE X	HEALTH AND WELFARE	15
ARTICLE XI	MISCELLANEOUS	16
ARTICLE XII	SEVERANCE OF EMPLOYMENT	17
ARTICLE XIII	EVALUATIONS	18
ARTICLE XIV	GRIEVANCE PROCEDURE	18
ARTICLE XV	SAVINGS CLAUSE	19
ARTICLE XVI	DURATION	20
APPENDIX "A"	CLASSIFICATION	21
ADDENDUM #1	SURVEILLANCE	23
ADDENDUM #2	CLARIFICATION OF ARTICLE 5.11	24
ADDENDUM #3	STADIUM EVENT MANAGER	25
MEMORANDUM OF UNDERSTANDING - GLOBAL POSITIONING SYSTEM (GPS)	26

AGREEMENT
by and between
ISSAQUAH SCHOOL DISTRICT NO. 411
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2020 through August 31, 2022

THIS AGREEMENT is by and between ISSAQUAH SCHOOL DISTRICT NO. 411, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND DUES CHECK-OFF

- 1.1 Recognition - The Employer recognizes the Union as the sole collective bargaining representative for those custodial, maintenance, warehouse truck driving, groundskeeping and warehouse positions listed in APPENDIX "A", excluding the supervisor of custodians and the supervisor of maintenance.
- 1.2 Union Membership - The Employer shall provide the Union the names, addresses and hire dates of all new hires within fifteen (15) days of their employment, and in addition, the Employer shall notify the Union of all terminations. The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreed to times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.
- 1.2.1 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).
- 1.3 Union Notification - The Employer shall provide the Union with the following information regarding new hires in a timely manner:
- Name, home address, Social Security number and telephone number of the newly hired employee;
- Date employee was hired; and
- Job classification and wage rate of newly hired employee.
- 1.4 The Employer shall deduct from the pay of all employees covered by this Agreement who have applied for membership in the Union and/or are members of the Union, the dues, initiation fees, delinquent dues, and delinquent initiation fees of the Union and shall remit to said Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deductions shall be made which applicable law prohibits.
- 1.5 The Employer shall provide the Union, on a monthly basis, a current list of the temporary and substitute employees working for the Employer.

ARTICLE II MANAGEMENT RIGHTS

- 2.1 The Union recognizes the District's inherent and traditional right to manage its business. Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off, the right to establish, change and direct the methods and processes of doing work, to introduce new and improve work methods or equipment and to contract out work if in the opinion of management such services are required due to special qualifications not possessed by bargaining unit members or emergency conditions; 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.
- 2.2 The exercise of the District's rights stated herein is an exclusive function of Management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation to employees and the Union of changes in procedures and causes for disciplinary action.

ARTICLE III UNION RIGHTS

- 3.1 Shop Stewards - The Union may have a shop steward or stewards who shall be a regular employee and shall perform his/her regular duties as such but shall be the Union representative on the job. In the absence of the shop steward, an assistant shall perform the duties of shop steward and neither the shop steward nor his/her assistant shall be discriminated against for their acts as Union representatives but they shall not interfere with the orders of the Employer nor change working conditions. The function of the shop steward shall be to report to the Union alleged violations of the Agreement, attend meetings with the Employer, and assist in the resolution of grievances. In the event a grievance reaches Step 2 of the grievance procedure the accredited Union representative shall take up with the Employer or his/her representative any violation of this Agreement. Under no circumstances shall there be any interference with the orderly processes of the Employer during working hours. Absent mutual agreement between the Union and the Employer, time spent by stewards involving Union activities shall not prevent stewards and members who they are assisting from completing their normal daily work assignments.
- 3.2 Discrimination for Union Activity - No employee shall be discriminated against for engaging in lawful protected and concerted activities of the Union. An employee who lawfully assists the Union in the workplace shall not be discriminated against for this reason. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.
- 3.3 Union Investigation - A business agent of the Union shall have access to the Employer's premises during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that provisions of this Agreement are being adhered to. A business agent of the Union shall be permitted to review records in the possession of the Employer that are relevant to any grievance. A business agent of the Union shall, during normal school hours, notify the supervisor in charge of the work location of his/her presence prior to visiting employees.
- 3.4 Picket Lines - It shall not be a violation of this Agreement for members of the Union to refuse to cross a picket line established by other classified employees of the District, which have been approved by the Union.

3.5 Bulletin Boards - The Union shall be provided suitable bulletin board space on the Employer's premises.

ARTICLE IV HIRING, PROBATION PERIOD, AND SENIORITY

4.1 Probation Period - A new employee shall be subject to a ninety (90) calendar day probation period commencing with his/her first compensated day of regular employment. During this period, such employee shall be considered as being on trial subject to termination at any time at the sole discretion of the Employer. Discharge of an employee during this probation period shall not be subject to the Grievance Procedure.

An existing employee who applies for and is hired for a new position within the bargaining unit shall be subject to a thirty (30) calendar day probation period commencing with his/her first compensated day of regular employment in a new position. During this period, such employee shall be subject to return to the previous position at any time within the thirty (30) day probationary period at the discretion of the Employer and Employee.

4.2 Seniority - The Employer shall recognize seniority and seniority rights from the employee's most recent first compensated day of regular employment within the bargaining unit. (Subject to the additional provisions provided for in Article 4.8.3) Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of surname A through Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name.

4.2.1 An employees' seniority shall be broken so that no prior period of employment shall be counted and his/her seniority shall cease upon:

justifiable discharge;

voluntary termination;

layoff exceeding two (2) years;

leaving the bargaining unit to accept a position with the Employer outside of the bargaining unit;

failure of an employee to return to work upon recall from an indefinite layoff within five (5) days after receipt of written notice from the Employer at his/her last known address appearing on the Employer's records.

There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

4.2.2 Seniority Lists - The Employer shall post electronically and maintain on a quarterly basis (September through August) on District provided intranet, the most current seniority list(s) showing each employee's name, his/her seniority date within the bargaining unit, classification, classification group, and seniority within classification. In addition to the above, at least fourteen (14) work days prior to the annual custodial bid the Employer will verify and update as needed the seniority list for custodial department employees. Employees with the same seniority date shall be ranked according to Section 4.2. A copy of said seniority list(s) shall be emailed to the Union's Business Agent upon request and at the time of posting and/or updating to the District provided internet.

4.2.3 Classification Group Seniority - For purposes of filling position vacancies the application of seniority shall be by classification group. Layoff shall be by seniority within classification group. The last employee hired shall be the first to be laid off. Recall from layoff shall be by seniority within the classification group that is being recalled; provided the employee is qualified. Where employees have equal seniority within classification groups, seniority from the employee's most recent first compensated day of regular employment within the bargaining unit shall be determinative. Those classification groups and the classifications within each particular group shall be identified as:

<u>CLASSIFICATION GROUP</u>	<u>CLASSIFICATION</u>
GROUP A	Custodian I Custodian Custodian Lead Custodian Grounds Helper Maintenance Specialist
GROUP B	Warehouse Supervisor/Lead Warehouseperson/Driver
GROUP C	Carpenter/Central Landscape Technician/Locksmith/Painter/ Roofer/Glazier Electrician/HVAC/Plumber Landscape Technician Stadium Caretaker

4.3 Promotions - The term "promotion" as used in this provision shall mean the advancement of an employee to a higher paying position or the reassignment of an employee, at the employee's request, to a position the employee considers to be in his/her interest regardless of the rate of pay.

4.4 Demotions - The term "demotion" as used in this provision shall mean the reassignment of an employee (not a request by the employee) from a position in one job classification to a lower paying position in the same job classification or in another job classification. A demotion shall be made only to avoid laying off an employee. In any situation involving a demotion, the employee involved shall have the right to elect which alternative the employee wishes to exercise; either demotion or layoff. No demotion shall be made for disciplinary reasons.

4.5 Position Posting - Notices of position vacancies in all bargaining unit positions shall be posted on the District website. The Employer will notify all employees of all current job postings via a weekly district email and copy the Union's Business Agent to the same email(s).

4.5.1 For the purpose of filling position vacancies covered by this Agreement, the District shall notify employees pursuant to Section 4.5 of vacant positions concurrent with external advertisements. Internal regular full-time employees who meet the minimum qualifications of the job posting and apply for vacant positions, shall be interviewed. The hiring manager, with input from the interview team, will submit the name/s of the preferred internal candidate/s to Human Resources in order to complete the hiring process. When making hiring decisions, the District shall consider regular full-time employee's seniority, disciplinary history, educational background, attendance history and non-mandatory training history. If it is determined the internal candidate pool does not contain a qualified candidate who could be successful in the vacant position, the internal pool of candidates will be notified, then the interviewing of external candidates may begin. The external interview process does not prevent the District from ultimately determining a previously interviewed internal candidate will be offered the new position.

- 4.5.2 Applications for the Lead Custodian position(s) shall be accepted only from those employees currently working in a custodial position (Lead Custodian, Custodian I or Custodian) who have completed their probation period. When filling the Lead Custodian position, it shall be the goal of the Employer to provide qualified employees with opportunities and to provide the Employer with employees who can best perform the duties required in the position. When making these decisions, the Employer through the interview process, shall consider an employee's seniority, disciplinary history, educational background, attendance history and non-mandatory training history. In the event an employee is not hired for a Lead Custodian position they applied for, upon the employee's request, the employer will provide a written explanation as to why the employee did not receive the position. A copy of the written explanation shall be sent to the Union.
- 4.5.3 A position vacated by a Custodian or Custodian I shall be filled temporarily until the annual bid in June.
- 4.5.4 Employees who were internal applicants for a position vacancy shall be notified upon the filling of a vacancy within ten (10) work days as to the disposition of their application.
- 4.5.5 A meeting shall be scheduled prior to the last day of school at which time interested employees may bid for any of the temporary location and shift assignments within their job classification. The Employer shall post a list of all location and shift assignments being held on a temporary basis and describe in detail the layout and duties of the assignment at least fourteen (14) work days prior to the annual bid. In addition, any other position that becomes vacant within the fourteen (14) day window may also be bid upon. The regular assignments shall be given to the most senior individual in terms of continuous service within classification. Any Custodial Bargaining Unit member may bid for any Custodian or Custodian I position. Once a position has been bid and assigned, the employee shall remain in that position unless the employee is promoted, transferred (voluntarily or involuntarily), laid off, demoted or terminated.
- 4.5.6 Part-time Custodial employees shall be offered any Custodian job opening on a seniority basis. This shall be a temporary assignment until the annual bid meeting.
- 4.5.7 The Employer shall fill all job vacancies within forty-five (45) calendar days with either a permanent or temporary employee.
- 4.6 Layoff and Recall - Notwithstanding the provisions of Section 4.2.3, should it become necessary to lay-off an employee that is in Classification Group B or C, the affected employee shall have the right to displace the least senior employee with an equal number of work hours in one of the classifications within Classification Group A for which the employee is qualified, provided the employee has more bargaining unit seniority.
- 4.6.1 In the event there are no qualified employees that hold seniority within the classification group that is being recalled, the position shall be offered to the most senior bargaining unit employee on layoff who is qualified to perform the duties of the position to be filled.
- 4.6.2 In no event shall the Employer be required to recall an employee to a position for which he/she is not qualified. In the event there is no employee on layoff who is qualified, the position shall be posted after proper notification to the Union in accordance with Section 4.5. Any employee on lay-off status who is adversely affected by this provision may challenge the Employer's determination through the Grievance Procedure.
- 4.7 Temporary job openings shall be defined as job vacancies that may periodically develop in any job classification that exceed thirty (30) calendar days.

- 4.8 Temporary Employee - A substitute employee offered temporary bargaining unit work by the Employer.
- 4.8.1 Temporary employees, upon completion of thirty (30) calendar days of employment in the same job classification, shall be eligible for the following fringe benefits on the same basis as a Regular employee: Holidays, Vacations, Sick Leave, and Bereavement Leave. Upon completion of ninety (90) calendar days of employment within the same job classification temporary employees shall be eligible for Health and Welfare benefits.
- 4.8.2 Temporary employees shall be paid in accordance with the provisions of Appendix "A".
- 4.8.3 A Temporary employee, who achieves Regular employee status without a break in service, shall have his/her seniority date established as of the first date on which consecutive employment began. The Employer agrees not to create a break in service for the express purpose of denying seniority rights.
- 4.9 Temporary Term Limited Employee - An individual hired for a limited time only with the understanding that employment will end upon completion of a particular task. Said employees will be compensated pursuant to Appendix "A" and be eligible for benefits pursuant to Article 4.8.1. Grounds Helper may be hired from the first weekday in April through the last weekday in October. Grounds Helpers shall be eligible for Health and Medical benefits the beginning of the first month following receipt of the first paycheck the same as regular employees.
- 4.10 A substitute employee is an individual hired on an "on call" status to perform the duties of a regular employee who is absent for less than thirty (30) calendar days. Days worked shall be calculated upon regular employment for purpose of vacation and longevity accrual.
- 4.11 Supported Employee - A supported employee is an individual hired with the understanding that the employment shall end upon the completion of the specific task for which the individual is hired for or the end of a defined period. The Supported Employment Program is to assist individuals with learning disabilities and other handicaps that will enable them to become successful independent individuals.
- 4.12 The Employer agrees not to hire individuals or otherwise sub-contract out bargaining unit work for the express purpose of reducing the number of unit employees. The parties acknowledge the public policy of the State regarding subcontracting as outlined in RCW 28A.400.285.

ARTICLE V HOURS OF WORK AND OVERTIME

- 5.1 Workweek - The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday) except for those employees designated by the Employer who shall regularly work on Saturday and Sunday and whose work schedule shall consist of five (5) consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order.
- 5.1.1 Day shift shall consist of eight and one-half (8-1/2) consecutive hours including a thirty (30) minute uninterrupted meal period.
- 5.1.2 Swing shift shall consist of eight (8) consecutive hours including a paid thirty (30) minute uninterrupted meal period.
- 5.1.3 Graveyard shift shall consist of seven and one-half (7-1/2) consecutive hours including a paid thirty (30) minute uninterrupted meal period.

- 5.1.4 Notwithstanding the provisions of Sections 5.1 through 5.1.3, the Employer may, at its discretion, establish a work schedule for the summer months that consists of four (4) consecutive workdays of ten (10) hour shifts (4/10) followed by three (3) days of rest. The 4/10-work schedule shall be strictly voluntary on the part of the employee(s). Nothing contained herein will prevent the employer from approving an employee request for an alternate 4/10 work schedule.
- 5.1.5 Regular part-time employees shall be hired for no less than four (4) consecutive hours of work at the applicable rate of pay.
- 5.2 Hours paid for sick leave, vacations, holidays, and personal leave shall be considered in computing the employees' workweek.
- 5.3 Each employee shall be assigned in advance to a definite shift with designated times of beginning and ending which shall not be changed without ten (10) working days prior notification. This ten (10) working day notice may be waived by written mutual agreement of both parties.
- 5.3.1 Custodians will remain on their assigned shifts during non-school days during the school year, except by documented mutual agreement between the employee and the Director or his/her designee.
- 5.3.2 Employees who have been requested or authorized to work on days scheduled to be non-work days shall receive overtime for all hours worked on those non-work days; provided the employee works his/her regular shift on all of the scheduled workdays during that week.
- 5.4 Rest Periods - Employees shall be provided a rest period of not less than fifteen (15) minutes on the Employer's time, for each four (4) hours or major portion thereof of working time. Rest periods shall be scheduled as near as practical, to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period.
- 5.5 Meal Periods - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employees' shift.
- 5.6 Regular employees shall be paid for their full assigned shift unless they are absent from work for personal reasons.
- 5.6.1 Stadium Caretaker employees shall be scheduled to work a forty (40) hour week that shall be established on a month-to-month basis by the Employer, in accordance with stadium use needs. The month's schedule shall not be subject to change except by mutual agreement between the Employer and the employee(s). The Stadium Caretaker employees shall not be required to serve in an "on-call" capacity.
- 5.7 Call Back - Regular employees called in to work on their regularly scheduled day off or called back to work after leaving the premises on a regularly scheduled work day shall be provided not less than three (3) consecutive hours work at the applicable overtime rate of pay. Employees who volunteer and are authorized to take home employer provided computer hardware or software loaded on their personal computer to accomplish work from home, shall be guaranteed a minimum of one and a half (1½) hours of pay at the appropriate overtime rate.
- 5.7.1 Call back opportunities for Building Maintenance, Grounds Maintenance, and Warehouse employees shall be offered based on the seniority of those employees in the classifications of work to be performed as "call back". In the event there isn't a volunteer, the Employer may assign the call back work by reverse seniority of those in the effected classification.

- 5.7.2 If an employee, who is not on standby, receives a work related telephone call outside their regular work schedule and is able to resolve the issue without having to return to work they shall be compensated based on the actual time spent resolving the issue rounded to the nearest fifteen (15) minute increment, paid at the overtime rate. Except that calls received between 7pm and 6am, Monday-Friday or any call on Saturday, Sunday, or a holiday, shall be rounded to the nearest half hour increment.
- 5.8 Regular employees required to report to work prior to their scheduled start time shall be compensated for all hours worked prior to their scheduled start time at the applicable overtime rate of pay. With mutual agreement the employee's scheduled start time and scheduled stop time may be adjusted without the creation of overtime. However, when required to report to work prior to the employee's regular start time, the employer will not require an employee to leave prior to their scheduled stop time to avoid paying overtime pursuant to Article 5.10 and 5.10.1. Any schedule change shall require the prior approval of the Director of Facilities or his/her designee.
- 5.9 Competent Person - In the event the Employer assigns a member of the bargaining unit to assume the responsibilities of Competent Person (Fall Protection), the employee shall be compensated at thirty percent (30%) above his/her regular rate of pay during the assignment. Such assignment shall be by mutual agreement between the Employer and the employee.
- 5.10 Overtime - Employees on a 5/8s Work Schedule - All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1-1/2) times an employee's regular straight-time hourly rate of pay. All hours worked in excess of ten (10) hours in any one (1) day shall be paid at two (2) times the employee's regular straight-time hourly rate of pay.
- Pursuant to Article 5.1.4, employees working a 4/10s work schedule shall be paid one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week. All hours worked in excess of twelve (12) hours in any one (1) day shall be paid at two (2) times the employee's regular straight-time hourly rate of pay.
- 5.10.1 All time worked in excess of forty-eight (48) hours per week will be compensated at the rate of twice the base rate of pay.
- 5.11 Employees assigned to work in a higher classification shall receive the higher rate of compensation for all time worked in that classification (See Addendum #2)
- 5.12 Custodial employees shall be allowed thirty (30) minutes to one (1) hour preparation time before the commencement of special events held in District facilities outside the normal work schedule, if preparation is required or necessary on the day of the event. An additional thirty (30) minutes to one (1) hour shall be allowed following the conclusion of the special event for the purpose of cleaning the facility. Requests for additional set-up or clean-up time shall be approved on a case-by-case basis.
- 5.13 Custodian, Custodian I, Lead Custodians employees who desire to work overtime shall indicate such desire by signing the overtime list provided at the annual bid meeting(s) or any mutually agreed to date(s). Written, dated and signed proxies shall be accepted at the annual bid meeting for those eligible employees who wish to work overtime but who are not in attendance at the meetings.
- 5.13.1 Overtime shall be rotated amongst those custodians who signed up on a rotating basis beginning with the most senior custodian and progressing to the least senior custodian during the annual assignment bid period; provided however, the Custodial staff of the location shall be offered the overtime on a seniority rotational bases before it is offered to custodians on the overtime sign-up list.

- 5.13.1.1 The custodian shall have the option to perform either their regularly assigned school overtime or a District wide overtime assignment.
- 5.13.1.2 The Employer shall split all overtime assignments of ten (10) hours or greater between two (2) custodians.
- 5.13.1.3 The overtime assignments of ten (10) hours or more for both the District wide and non-District wide overtime shall be assigned as follows:
 - The staffing assignments shall be on the seniority rotational basis from among those requesting overtime.
 - Should only one (1) custodian or no custodians at the building level accept a part of the split overtime, the remaining portion of the overtime shall be placed upon the District wide overtime list.
 - In the event there is an overtime assignment on Saturday and Sunday that is split and selected by the same two (2) custodians, the custodians may elect to combine the shifts so one (1) custodian works Saturday and the other works Sunday.
- 5.13.2 Custodians must be able to operate the security system, heating system and other relevant equipment at the location in which the overtime is to be assigned. The Employer shall be responsible for transporting the keys to the employee(s) necessary for their overtime assignment.
- 5.13.3 Custodians may be assigned duties to be performed at the location by the Employer or his/her designee while working the overtime; provided however, it is understood that the rental requirements have priority over any Employer assigned tasks.
- 5.13.4 The Employer shall assign overtime consistent with 5.13.1 by contacting the employee by phone. If the employee does not immediately answer the call from the employer, the employer will immediately call the next custodian on the District wide overtime list, and offer them the assignment. If no custodian is available or if it is an emergency, the Employer may assign the overtime to any qualified bargaining unit custodian. Notwithstanding the aforementioned, a custodian shall be excused for refusing an overtime assignment, without penalty, if the custodian or his/her dependent(s) is ill or injured, the overtime assignment is while the custodian is on vacation or leave, the overtime assignment is scheduled during a non-work day that is contiguous with his/her vacation or leave, or the custodian has previously been scheduled for other District (paid or volunteer) activities.
- 5.14 Drug and Alcohol Testing - All employees covered under this Agreement who possess a CDL will be subject to Random Drug and Alcohol testing as required by Federal Law and provided in District Policy 5202 and District Procedures 5202, Federal Highway Administration Mandated Drug and Alcohol Testing Program.
- 5.14.1 Reasonable suspicion and post accident drug and alcohol testing pursuant to District Policy 5202 and District Procedures 5202 shall be required for all non CDL employees covered under this Agreement. Violations of this policy will result in disciplinary action up to and including termination.

ARTICLE VI RATES OF PAY

- 6.1 The rates of pay for employees subject to this Agreement shall be as set forth within Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

ARTICLE VII HOLIDAYS

7.1 The following days shall be recognized as holidays for all regular employees:

- Day before New Year's Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day (first Monday in September)
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day
- *Flex Holiday (1)

*Leave Verification form for Flex Holiday to be submitted to Director of Facilities/Building Support or designee no later than September 30th for approval annually.

7.1.1 Employees shall not be required to work on the afore-referenced holidays, and there shall be no deduction in pay thereof.

7.2 Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday. Should a holiday fall on Sunday, the following Monday shall be considered the holiday. Employees working less than twelve (12) months shall have those legal holidays paid at their normal daily rate, which falls within their assigned work period.

7.3 In order to receive pay for a recognized holiday, the employee shall have worked, been in paid status, and/or on WSFML, PFML, or FMLA leave the regular working day preceding the holiday and the next regular working day following the holiday; provided however, exceptions shall be made for bona fide illness of an employee who is in unpaid status supported by a note from the employee's health care provider.

7.4 Should an employee or substitute be required to work on one of the recognized holidays identified in Section 7.1 or on the actual holiday if recognized on a different day of the week,, the employee shall be paid one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for all hours worked on that holiday. Employees required to work on a recognized holiday identified in Section 7.1 shall be granted another day off with pay at a time mutually agreeable to the Employer and the employee. Substitutes shall not be granted another day off with pay.

7.5 Regular part-time employees shall receive pro rata holiday pay based upon their average straight-time hours worked during the four (4) calendar weeks immediately preceding the holiday.

ARTICLE VIII VACATION

8.1 All regular twelve (12) month employees shall be entitled to twelve (12) vacation days with pay after completion of one (1) year of employment up to four (4) years; after completion of four (4) years of employment, the employee shall be entitled to eighteen (18) days of vacation. All employees who have completed ten (10) years of service shall receive twenty (20) days vacation annually. All employees who have completed fifteen (15) years of service shall receive twenty-two (22) days vacation annually. All employees who have completed twenty (20) years of service shall receive twenty-three (23) days vacation annually. All employees who have completed twenty-five (25) years of service shall receive twenty-five (25) days vacation annually.

- 8.2 An employee shall be paid for vacation in lieu of paid time off only when employment is terminated.
- 8.2.1 Employees shall be allowed to carry-over accrued vacation time from year-to-year up to a maximum of two hundred forty (240) hours. Any accrued vacation time in excess of two hundred forty (240) hours unused by the end of any calendar year shall be forfeited. Pursuant to WAC 357-31-210 and any other related subsections, employees may be entitled to accrue more than two hundred forty (240) hours.
- 8.3 All vacations shall be scheduled and authorized with the Director of Facilities/Building Support or designee as soon as reasonably practicable but in no event later than twenty-four (24) hours in advance of the start of the vacation time requested off except for emergency situations. The Employer retains the right to request proof of emergency situations. The employer will not require an employee to use vacation time which hasn't been scheduled by the employee for their personal use.
- 8.3.1 Vacations shall be scheduled on a first-come-first-serve basis; provided however, when more than one (1) employee submits requests on the same day for the same vacation period, seniority shall determine which employee shall receive vacation approval. Vacations may be scheduled at any time during the calendar year. Upon thirty (30) calendar days prior notification to the employees and the Union, the Employer may deny requests for vacation during specific periods of time due to staffing shortages.
- 8.3.2 Due to the hectic pace of preparing schools, and maintaining facilities during school wide events, barring a true emergency for the employee; employees may only request authorization to take vacation for the last five (5) initially published school days of the student school year, the five (5) work days immediately preceding the first student day of the school year, or the first five (5) days of the student school year, as soon as reasonably practicable but in no event later than two (2) calendar months in advance of the first day of their vacation time the employee is seeking authorization for.

ARTICLE IX LEAVES

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

- 9.1 Sick Leave - Twelve (12) working days for sick leave shall be allowed each year for each twelve (12) month employee, eleven (11) days for eleven (11) month positions, and ten (10) days for nine (9) and ten (10) month positions. All accumulated sick leave shall be forfeited upon termination of employment unless the employee transfers to another school district within the State without seeking other employment. In such transfers, all accumulated sick leave benefits shall be retained.
- 9.1.1 Unused sick leave allowance in any year shall be cumulative up to one hundred eighty (180) working days.
- 9.1.2 A deduction of up to one (1) day of sick leave credit shall be made for each day of absence due to personal illness or any other reason for which sick leave is allowed under the CBA and State and Federal Law. In the absence of accrued sick leave, employees may elect to use accrued vacation in lieu of sick leave without pay.

- 9.1.3 When an employee is absent for three (3) consecutive work days, the employer will inquire for the purpose of determining eligibility for FMLA as required by law. An employee who is absent in excess of five (5) consecutive work days may be required to have such absence verified by a written statement from a physician. Request for sick leave must be made to the supervisor as early as possible, so that a substitute may be secured. The Employer and the Union agree that abuse of sick leave shall be addressed through progressive discipline.
- 9.1.4 An employee who is eligible for State Industrial Compensation for time-off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid during the first three (3) days. Should an employee be later paid by State Industrial for the first three (3) days, these three (3) days shall be credited to the Employer from money due the employee in the next payroll period. The pro rata part of sick leave determined by the ratio of regular sick leave and State Industrial Compensation shall be charged to the employee as time off the job. Sick leave benefits shall be limited to that amount which the employee has accumulated.
- 9.1.5 Employees shall be allowed leave for illness or injury up to the amount of their earned credits for the following reasons:
- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. These are considered, for all job-related purposes, temporary disabilities.
 - b. An illness or injury which has incapacitated the employee from performing his/her duties.
 - c. Medical, dental, or optical appointments, if arranged in advance with the immediate supervisor.
 - d. The need to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
 - e. The need to care for a spouse/domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
 - f. An infectious period due to exposure to a contagious disease during which the employee's attendance on duty would jeopardize the health of fellow employees or the public.
- 9.2 Annual Conversion Of Accumulated Sick Leave - Each January, each eligible employee may elect to receive remuneration for unused sick leave accumulated in the previous calendar year.
- 9.2.1 An eligible employee is a current employee:
- 9.2.1.1 Who has accumulated greater than sixty (60) full days of sick leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year; and
 - 9.2.1.2 Who has accumulated sick leave at a rate no greater than one (1) full day per month as of the end of the previous calendar year; and
 - 9.2.1.3 Who provides written notice to the business office by January 15th of his/her intent to convert his/her excess sick leave to momentary compensation.
- 9.3 The number of sick leave days, which an employee may convert, shall be determined by:

- 9.3.1 Taking the number of sick leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
- 9.3.2 Subtracting from the number of sick leave days used by the employee during the previous calendar year.
- 9.3.3 The remainder, if positive, shall constitute the number of sick leave days, which may be converted to monetary compensation.
- 9.4 Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent (25%) of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave.
- 9.5 The term "full-time daily rate of compensation" shall be defined as the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- 9.6 Partial days of eligible sick leave shall be converted on a pro rata basis.
- 9.7 All sick leave days converted to momentary compensation pursuant to this procedure shall be deducted from an employee's accumulated sick leave balance.
- 9.8 Conversion of Sick Leave Upon Retirement or Death - Each person who is employed by the Employer and who subsequently terminates employment due to retirement or death may personally or through his/her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation.
- 9.8.1 Retirement for purposes of this provision shall be defined as that time commencing with the period for which a retirement allowance from a Washington State Retirement System is received.
- 9.8.2 Vested out-of-service employees who terminate employment but leave funds on deposit with a State Retirement System shall not be considered to have retired or to be an eligible employee.
- 9.8.3 All unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one (1) full day per month for a maximum of twelve (12) days per year, less sick leave days previously converted pursuant to the above procedures and those credited as service rendered for retirement purposes, may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
- 9.8.4 Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent (25%) of an employee's full-time daily rate of compensation at the time of termination of employment for each full-day of eligible sick leave.
- 9.8.5 The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- 9.8.6 Partial days of eligible sick leave shall be converted on a pro rata basis.

- 9.9 Bereavement Leave - Absence due to death in the immediate family shall be granted with full pay for up to five (5) days, not to exceed forty (40) hours. Partial day use of bereavement leave may be used if the event for which leave is being used occurs while at work. In this case those hours will be deducted from the final day of bereavement leave use. Immediate family shall be defined as the following family relationships to either the employee or the employee's spouse (by blood or by marriage): (1) mother, father, (2) spouse, (3) children, (4) siblings, (5) grandparents, (6) grandchildren, (7) aunts and uncles, (8) nieces and nephews, and (9) any relative or significant other residing in the employees' household. Bereavement leave shall not be cumulative. Bereavement leave shall not be deducted from sick leave. In the event of a death of a long-time former family member above, one (1) day with pay may be granted upon approval of the Executive Director of Human Resources or designee. In the event additional time-off beyond the allotted five (5) days is needed, such additional time-off may be granted without pay upon approval of the Employer. Extenuating circumstances may be appealed to the Executive Director of Human Resources or designee for review. The decision of the Executive Director of Human Resources or designee is not subject to the Grievance Procedure. The Employer and the Union agree that abuse of bereavement leave shall be addressed through the disciplinary process.
- 9.9.1 Notwithstanding Section 9.9, one (1) day of bereavement leave shall be granted for a close friend; provided however, this day shall be taken as "Personal Leave or Sick Leave."
- 9.10 Personal Leave - Employees shall be granted two (2) days of leave with pay for personal matters that cannot otherwise be performed during off-duty time. Personal leave may be accumulated to a maximum of ten (10) days.
- 9.10.1 Personal leave may be used for funeral leave not covered by Section 9.9, bereavement leave.
- 9.11 Leaves of Absence - A leave of absence is an approved absence from employment without pay and without loss of seniority. All leaves shall first be requested in writing and shall require prior approval in writing from the Employer. Should the leave of absence being requested exceed thirty (30) calendar days, the Union shall be informed and given an opportunity to acknowledge the leave prior to its commencement. Such leave shall be for a maximum of one (1) year.
- 9.11.1 An employee who returns from an approved leave of absence granted under this Section which exceeds thirty (30) calendar days, shall be placed into the first available open position, which is not subject to bid for which the employee is qualified.
- 9.12 Jury Leave - An employee who is called upon for involuntary jury service in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call, and if taken from his/her work for such service shall be reimbursed as provided herein, for any loss of wages while actually performing such service; provided however, the employee shall exhibit to the Employer his/her properly endorsed check and shall permit the Employer to copy the check or voucher the employee received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he/she received for such service from the amount the employee would have earned at his/her regular straight-time hourly rate of pay during the regular working hours the employee missed while performing such service.
- 9.13 Unpaid Medical Leave of Absence - Leaves of absence for illness or injury shall be granted without prior Employer approval to employees who have completed their probationary period and who have expended all accrued sick leave benefits; provided however, medical verification may be required. The maximum duration for medical leave shall be one (1) year. In the event the medical leave is related to a proven industrial related illness or injury the length of the leave shall be determined through consultation with the employee, the employee's physician, and the employer. The employer reserves the right to require independent medical verification.

- 9.13.1 Except when on Family and Medical Leave, an employee who is absent from work due to illness or injury shall be responsible for payment of the Health and Welfare medical insurance premiums during those months in which the employee has no compensation owing (i.e., for work performed; for accumulated sick leave and/or in lieu thereof, for accrued vacation time).
- 9.13.2 An employee who returns to work from a medical leave before the next bid procedure has taken place, as set forth within Sections 4.5.1 through 4.5.6, shall return to his/her position. An employee who returns after a bid is held, as set forth within Sections 4.5.1 through 4.5.6, shall be placed into the first available open position that has equivalent hours of the vacated position or replace the least senior employee in the seniority group who has equivalent hours of the vacated position. In the event the effected employee is a Lead Custodian, upon return from leave, the employee will either be placed in his/her previous position or will be placed into the next available Lead Custodian position. In the event the employee's previous position has been filled, unless otherwise provided by law, the employee will be compensated as a custodian until the employee is placed into the next available lead position.
- 9.13.3 Return to Work Notice - An employee who intends to return to work after being on medical leave shall give the Employer the earliest possible notice. For prolonged absences of sixty (60) calendar days or longer the employee shall give the Employer not less than ten (10) work days notice of the intent to return to work. Exceptions to this may be allowed by mutual agreement. If such absence was due to medical leave, the employee must submit a doctor's release to return to work.
- 9.14 Family and Medical Leave - The Employer shall provide and distribute to each employee a copy of its Family and Medical Leave Act (FMLA) policy. The FMLA policy shall become effective as required by Federal law.
- 9.15 Shared Leave - The Employer shall make available to the employee the District's leave sharing program. The Union shall be consulted as to the mechanics of the program and its implementation.

ARTICLE X HEALTH AND WELFARE

- 10.1 The Employer and the Union agree Article X, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.
- 10.2 Effective each September, the Employer shall offer the VEBA III Medical Retirement Plan to the bargaining unit for its retiring members. Each year, the bargaining unit shall conduct a vote regarding acceptance or rejection of the offer and submit documentation to the Employer regarding the outcome of the vote.
- 10.3 Current employees will have an open enrollment period each fall to make any changes to insurance coverage. SEBB, through the Washington State Healthcare Authority (HCA) sets the fall open enrollment window where changes will be effective January 1st of the next calendar year. Employees newly eligible for insurance benefits may enroll when they become eligible.

ARTICLE XI MISCELLANEOUS

- 11.1 Safety Review Committee - The Employer shall recognize the Safety Review Committee, which shall be comprised of an equal number of members appointed by the Union and the Employer. The purpose of the Safety Review Committee shall be to make recommendations to the Employer for providing safe working conditions throughout the School District.
- 11.1.1 Recommendations by the Safety Review Committee shall be utilized in the formulation of work rules pertaining to safety.
- 11.2 Tools - Maintenance employees may use their own tools, with prior approval from the Maintenance Supervisor; provided however, the Employer shall replace any tool, which is stolen or broken upon notification to the Supervisor. The stolen or broken tool shall be replaced with one of the same brand when possible.
- 11.2.1 The Employer shall furnish all tools.
- 11.2.2 Custodial employees shall not be required to provide their own tools.
- 11.3 Foul Weather Gear and Safety Equipment - The Employer shall provide each employee with individually sized foul weather gear (pants, coat, and hat) upon written request from the individual employee and shall replace these items as they become unusable and are presented to the Supervisor for replacement. In addition to the above, one (1) set of foul weather gear (pants, coat and hat) shall be provided at each work location. The Employer when necessary shall also furnish all safety and PPE equipment.
- 11.4 Work Clothing - Work clothing may not depict images or content deemed offensive by District Policy for student attire.
- 11.4.1 The annual work clothing and footwear expenses allocated by the Employer shall be four hundred and fifty dollars (\$450.00) made payable in the September payroll check.
- 11.5 Discrimination - The Employer and the Union shall not unlawfully discriminate against any employee for reasons of race, creed, age, color, sex, national origin, religious belief, marital status, sensory perception, non-job related disability or any other status that is prohibited by Federal, State or local law.
- 11.6 Lead Custodians are expected to give work instructions pursuant to the expectations established by Facilities and Building Administration. Custodians are expected to follow the instructions of the Lead Custodian. Questions/concerns regarding these instructions should be directed first to the Lead Custodian then to the Custodial Supervisor.
- 11.7 Labor and Management Committee - The Employer and the Union shall establish a Labor and Management Committee (LMC), which shall normally be comprised of an equal number of appointees from both the Employer and the Union. The function of the LMC shall be to discuss issues of mutual interest and/or concern for the purpose of establishing and maintain a harmonious working relationship between the employees, the Employer, and the Union. The LMC shall meet quarterly and more often, if necessary, and at times that are mutually acceptable and shall be run according to a mutually developed agenda. The LMC shall not have the power to change the provisions of the Labor Agreement between the parties, negotiate new agreements, or resolve grievances beyond what has been agreed to within this Labor Agreement.

ARTICLE XII SEVERANCE OF EMPLOYMENT

12.1 No employee shall be disciplined except for just and sufficient cause. Discipline shall be corrective rather than punitive and shall, except for serious offenses, follow a line of progression.

Verbal warning (documented, dated and signed by both parties)
Written reprimand
One (1) day suspension without pay
Three (3) day suspension without pay
Dismissal

12.2 Specific grounds forming the basis for disciplinary action shall be made available to the employee and the Union in writing at least two (2) working days prior to such disciplinary action being imposed. Employees, upon request, shall have the right to have a representative of the Union present when being disciplined by any member of the Administration. Employees have the right to face their accuser(s). Employees have the right to cross-examine witnesses during the grievance process. Employees on probation pursuant to Section 4.1 shall not be covered by this Section.

12.3 Discipline, to be considered valid, shall be issued in writing within ten (10) working days after the occurrence, or knowledge of the occurrence, of the violation claimed by the Employer within such notice of discipline. Notices of discipline shall be faxed to the Union within two (2) working days of issuance. The Employer has the right to extend the ten (10) working day period for further investigation of serious matters which are likely to lead to suspension or discharge. For verbal and written reprimands, the Employer has the right to extend the ten (10) work day period for the limited purpose of interviewing non available persons directly involved with the allegation. The Union shall be notified in writing, which shall include the reason and length of the extension.

12.3.1 Written reprimands shall be removed from the employee's personnel file twelve (12) months following receipt of the reprimand; provided there has not been a reoccurrence of behavior that is the same or similar to that which generated the letter. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal and physical abuse or sexual misconduct may be removed from any personnel file.

12.3.2 Record of an employee's suspension shall be removed from the employee's personnel file twenty-four (24) months following receipt of the suspension; provided there has not been a reoccurrence of behavior that is the same or similar to that which generated the letter. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal and physical abuse or sexual misconduct may be removed from any personnel file.

12.4 If the Employer has reason to reprimand an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public.

12.5 Job Abandonment: If an employee is absent for three (3) consecutive workdays without notifying the District as to the reason for his/her absence, then said employee shall be considered as having voluntarily terminated. The District will make a good faith effort to contact the employee before the termination letter is issued. The Union will be provided with a copy of the District's letter terminating an employee pursuant to this provision. An employee may be reinstated without penalty if, in the judgment of the Executive Director of Personnel Services, there are extenuating circumstances.

ARTICLE XIII EVALUATIONS

- 13.1 All employees shall receive an annual evaluation.
- 13.1.1 Each evaluation shall concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate.
- 13.1.2 A copy of any evaluation shall be placed in the employee's personnel file and a copy shall be given to the employee. Upon request, the employee will be provided with the opportunity to attach comments to his/her evaluation.

ARTICLE XIV GRIEVANCE PROCEDURE

- 14.1 Incidental questions, concerns, and/or oversights not formalized as grievances are encouraged to be discussed between the employee and the supervisor and/or administrators. All matters pertaining to violations of specific provisions of the Agreement, the interpretation and/or application of the provisions of this Agreement, and/or any other issues in dispute between the parties, shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union in accordance with the following procedure.
- 14.2 STEP 1 - The aggrieved employee and shop steward shall first contact the employee's immediate supervisor in an attempt to adjust the dispute. Such contact shall be within ten (10) working days of the employees' knowledge of the dispute alleged in the grievance. Upon failure of the parties at this point to satisfactorily resolve the dispute, the grievance shall advance to STEP 2.
- 14.3 STEP 2 - Should any grievance as herein defined not be resolved at STEP 1, the same shall be reduced to writing and taken up with the representatives of the Union, who shall then take the grievance up with the Director of Facilities Services within ten (10) working days from the supervisor's response to the Step 1 meeting.
- 14.3.1 Any grievance which was submitted in writing and carried forward in accordance with the grievance procedure provided above and which is not satisfactorily adjusted within ten (10) working days from the Step 2 meeting may be taken to Step 3.
- 14.4 STEP 3 - Any grievance not settled pursuant to Step 2 shall be submitted in writing by the Union to the Superintendent or his/her designee for resolution. Absent resolution within fifteen (15) working days, either party may proceed to Step 4.
- 14.4.1 By mutual agreement and prior to submission to Step 4 the parties may submit the grievance to non-binding mediation. The mediator may be mutually agreed to or selected pursuant to Step 4.
- 14.5 STEP 4 - Either party may, within ten (10) working days of receipt of written notice by the other party indicating failure to resolve the grievance in Step 3, serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within ten (10) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial arbitrators.
- 14.6 From the list, within ten (10) working days after its receipt, the representative of the Employer and the Union shall alternately strike one (1) of the names submitted until one (1) remains. The Employer shall strike first in even numbered years; the Union shall strike first in odd numbered years. The person whose name remains shall be the sole arbitrator.

- 14.6.1 The arbitrator shall commence hearings within thirty (30) working days after his/her selection and shall render an award in writing within forty-five (45) working days after submission.
- 14.6.2 The arbitration shall be rendered in writing together with his/her written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any.
- 14.6.3 The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand and/or court reporter and of the original transcript, if requested by the arbitrator and/or both of the parties, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the parties incurring them.
- 14.6.4 The Employer and the Union shall comply with the time limitations set forth in Steps 1 through 4 above and either party shall have the right to insist that the time limitations be complied with; provided however, said time limitations may be extended by mutual agreement, but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.
- 14.6.5 The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be permitted to award retroactive compensation up to a limit of forty-five (45) calendar days prior to the written submission of the grievance to the Employer.
- 14.7 Alleged violations of any provision in this contract that effects more than one (1) employee in the bargaining unit can be processed by the Union as a group grievance and shall be reduced to writing by the Union and may be introduced at STEP 2 of the grievance procedure and processed within the time limits set forth therein.
- 14.8 All grievances as defined in this Section shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow-down or other interference with production during the life of this Agreement.
- 14.9 Should any new information or facts be discovered or disclosed during the grievance procedure prior to arbitration, the grievance procedure shall revert back to STEP 2. No new information shall be submitted to the arbitrator which was not submitted during Steps 1 through 3.

ARTICLE XV SAVINGS CLAUSE

- 15.1 Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to that specific provision or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties shall immediately meet to negotiate a substitute for the invalidated provision or portion thereof. Such negotiations shall be conducted under all the rules and procedures set forth in the Grievance Procedure of this Agreement for the adjustment of disputes between the parties.

ARTICLE XVI DURATION

- 16.1 This Agreement shall be in full force and in effect from September 01, 2020 through August 31, 2022.
- 16.1.1 The parties shall continue to operate under the terms and conditions of this Agreement until such time as a successor Agreement has been established, or as provided in RCW 41.56.123 until one year after the expiration of this agreement, whichever is sooner.
- 16.2 This Agreement shall be opened by mutual agreement, or if the State changes the method of computing and compensating the Employer for health benefits that is contrary to this Agreement, including but not limited to the retiree subsidy payments.
- 16.3 The Union shall have the right to open this Agreement to consider alternatives and/or to minimize layoffs in the event of a levy failure. Such negotiations shall not prevent the Employer from implementing layoffs in a timely manner if such layoffs are necessary and no agreement has been reached.
- 16.4 Either the Union or the Employer shall have the right to open this Agreement for purposes of negotiating amendments hereto upon no less than a sixty (60) day notification of one (1) party upon the other, prior to August 31, 2022.

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

ISSAQUAH SCHOOL DISTRICT NO. 411

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

By Ron Thiele
Ron Thiele
Superintendent

By Jake Kuper
Jake Kuper
Chief Financial Officer

Date 1/17/21

Date 1/27/2021

APPENDIX "A"
to the
AGREEMENT
by and between
ISSAQUAH SCHOOL DISTRICT NO. 411
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2020 through August 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the ISSAQUAH SCHOOL DISTRICT NO. 411, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective September 1, 2020, employees covered by this Agreement shall be paid the following hourly rates of pay for their classification of work.

<u>CLASSIFICATION</u>	<u>HOURLY RATE OF PAY</u>
Custodian	\$24.42
Custodian I	\$25.06
Lead Elementary	\$27.61
Lead Middle School	\$28.21
Lead High School	\$29.46
Lead Admin. Building	\$28.21
Electrician	\$41.85
HVAC (Filter)	\$29.32
HVAC (PM)	\$36.39
HVAC (Tech)	\$41.85
HVAC (Lead)	\$46.87
Locksmith	\$36.83
Plumber	\$41.85
Carpenter	\$36.83
Central Landscape Technician	\$36.83
Painter	\$36.83
Maintenance Specialist	\$30.38
Landscape Technician	\$31.71
Landscape Technician Lead	\$40.09
Stadium Caretaker	\$31.71
Warehouse Person/Driver	\$29.27
Warehouse Supervisor	\$40.09
Grounds Helper	\$19.82
Sub. Custodian	\$20.50

A.2 Temporary employees shall be paid a premium of thirty cents (30¢) per hour in addition to the rates of pay set forth within Section A.1 after completion of the first thirty (30) calendar days in the same job classification and up to and including the ninetieth (90th) calendar day of employment in the same job assignment. Thereafter, they shall cease to receive the thirty-cent (30¢) premium. Such payment shall be made in lieu of Health and Welfare benefits for the first ninety (90) calendar days of employment in the same job assignment.

A.3 Light Maintenance Certified Custodian I - Employees who are currently receiving this twelve-cent (12¢) premium shall continue to receive the premium until they leave the Custodial Department (i.e. terminated, resigns, apply for and awarded a warehouse position, etc.), but not if on a layoff status.

A.4 Asbestos Removal Premium - The Employer shall pay a premium of one dollar and fifty cents (\$1.50) per hour above the employee's regular hourly rate of pay for all hours that the employee performs duties directly related to the handling and/or removal of asbestos. No employee shall be required to perform duties, which directly relate to the handling and/or removal of asbestos. Work, which qualifies for the premium set forth within this Section, shall be assigned on a rotating basis amongst those qualified employees who designate their preference to perform such duties.

A.5 September 1, 2021, the Employer shall increase the hourly rates of pay provided for in Section A.1 by the "IPD" percentage or 3%, whichever is greater, used by the State Legislature in the K-12 funding and budgetary process.

A.6 Attendance Incentive: The following attendance program will be utilized to encourage consistency and operational efficiency for the employees covered by this agreement by reducing the number of days employees are off the job. An employee must be a current employee at the commencement and conclusion of the award period to be eligible. Employees shall receive the following financial incentive for attendance based on their use of leave excluding what's provided for in Section A.6.1.

(a) Three hundred dollars (\$300) for an employee who misses two (2) or three (3) workdays for each of the two (2) calendar periods as defined by September 1 through January 31, and separately February 1 through August 31;

or

(b) Six hundred dollars (\$600) for an employee who misses one (1) workday or less each of the two (2) calendar periods as defined by September 1 through January 31, and separately February 1 through August 31.

Attendance incentive awards shall be paid in March and October each contract year.

A.6.1 The calculation of missed days will exclude Bereavement, paid Personal Leave and Vacation, Jury Duty, approved L & I claims - up to twenty (20) working days, Military leave, administrative leave with pay, and leave for labor-relations purposes.

A.7 Longevity Pay: Effective September 1, 2020, employees beginning their fifteenth (15th) year of service with the District shall receive an additional sixty cents (\$0.60) per hour. Employees beginning their twentieth (20th) year of service with the District shall receive an additional seventy-five cents (\$0.75) per hour. Longevity pay does not compound.

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

ISSAQUAH SCHOOL DISTRICT NO. 411

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

By Jake Kuper
Jake Kuper
Chief Financial Officer

Date 1/17/21

Date 1/27/2021

ADDENDUM #1
to the
AGREEMENT
by and between
ISSAQUAH SCHOOL DISTRICT NO. 411
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2020 through August 31, 2022

THIS ADDENDUM is supplemental to the AGREEMENT by and between ISSAQUAH SCHOOL DISTRICT NO. 411, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

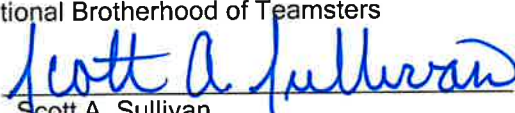
It is hereby understood and agreed by and between the Employer and the Union that:

- The surveillance cameras located on the Employer's facilities are to be used to protect the Employer premises from vandals and trespassers and not for surveillance of bargaining unit employees during their work routine.
- The surveillance tapes shall only be viewed by appropriate supervisors and necessary personnel. A private viewing area shall be provided.
- The surveillance tapes shall not be used for job performance, evaluation or disciplinary purposes against bargaining unit employees; provided however, the observed behavior is not an unlawful act against a person or property while under the employ of the employer on District property.
- Surveillance video will be maintained for a period designated by the Local Government Common Records Retention Schedule pursuant to the District's Records Management and Retention policy and procedure - No. 6570.1.


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

ISSAQUAH SCHOOL DISTRICT NO. 411

By


Scott A. Sullivan
Secretary-Treasurer

By


Jake Kuper
Chief Financial Officer

Date

1/17/21

Date

1-27-2021

ADDENDUM #2
to the
AGREEMENT
by and between
ISSAQUAH SCHOOL DISTRICT NO. 411
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 1, 2020 through August 31, 2022

Regarding the interpretation of Section 5.11 of the Collective Bargaining Agreement between the parties - the parties agree to the following terms.

1. As stated in Section 5.11, if an employee is temporarily assigned to a higher classification with a higher rate of pay, the employee will receive the higher rate of pay for all hours worked in that assignment.
2. When an employee is assigned to a higher classification with a higher rate of pay for ten (10) or more consecutive workdays, if a holiday falls within the period of reassignment to the higher classification, the employee's holiday pay for that holiday will be calculated and paid at the higher rate of pay.
3. When an employee is assigned to a higher classification with a higher rate of pay for ten (10) or more consecutive workdays, vacation days or sick days that are taken during the time of reassignment to the higher classification will be calculated and paid at the higher rate of pay with the following understanding. The parties agree that excessive use of vacation or sick leave during the time of reassignment will not necessarily all be paid at the higher rate of pay.

In general, vacation days taken during the period of reassignment should be limited to those that had been pre-scheduled and should not exceed the number of vacation days that the employee accrues during the time he is assigned to work in the higher classification. Generally, sick leave paid at the higher rate of pay will also be limited to the amount of sick leave that has been accrued during the time of reassignment. The use of other accumulated sick leave days will be granted as needed, but will not necessarily be paid at the higher rate of pay. Any exceptions to these guidelines will be considered on a case-by-case basis.

4. When an employee is eligible for additional pay under either paragraph 2 or 3 above, during the time of reassignment the employee's regular compensation contract will be replaced with a contract that incorporates the higher classification and higher rate of pay. When the assignment ends, the employee will be returned to his/her regular compensation contract.

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

ISSAQUAH SCHOOL DISTRICT NO. 411

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

By Jake Kuper
Jake Kuper
Chief Financial Officer

Date 1/17/21

Date 1/27/2021

ADDENDUM #3
to the
AGREEMENT
by and between
ISSAQUAH SCHOOL DISTRICT, NO. 411
and
TEAMSTERS LOCAL UNION, NO. 763

September 1, 2020 through August 31, 2022

This LETTER OF AGREEMENT is supplemental to the September 1, 2020 - August 31, 2022 AGREEMENT by and between ISSAQUAH SCHOOL DISTRICT, hereinafter referred to as the Employer, and TEAMSTERS LOCAL UNION NO. 763, hereinafter referred to as the Union.

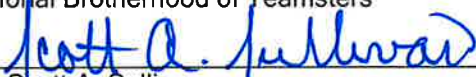
The Employer and the Union agree that this Letter of Agreement is hereby supplemental to the 2020-2022 Collective Bargaining Agreement for the purpose of establishing agreed-to norms and expectations regarding the position of Stadium Event Manager. The parties are in complete agreement to the following terms:

1. The Stadium Event Manager positions will be filled by the Employer in collaboration with the Stadium Caretaker.
2. Stadium Event Managers shall be intermittent, part-time employees hired to take oversight responsibilities for community related events held at Issaquah School District High School facilities. Stadium Event Managers shall not be hired for school related events.
3. The Stadium Event Manager(s) at each site shall be supervised and evaluated by the supervisor of the Stadium Caretaker. The Stadium Caretaker shall give input to the supervisor.
4. The Stadium Caretaker shall set the schedule for the Stadium Event Manager(s), in consultation with their supervisor.
5. Stadium Event Managers shall receive the same hourly rate as a Substitute Custodian and shall be eligible for overtime pay as provided in the Collective Bargaining Agreement.
6. In lieu of receiving vacation and holidays benefits provided in the Collective Bargaining Agreement, Stadium Event Managers shall receive a (\$0.30¢) per hour premium.
7. Should the Stadium Event Manager(s) at a site be unable to work an assignment, the Stadium Caretaker shall have the first right of refusal to work the assignment.

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

ISSAQUAH SCHOOL DISTRICT NO. 411

By



Scott A. Sullivan
Secretary-Treasurer

By



Jake Kuper
Chief Financial Officer

Date

1/17/21

Date

1/27/2021

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ISSAQUAH SCHOOL DISTRICT
AND THE
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
(TEAMSTERS LOCAL 763)
(Global Positioning System [GPS])

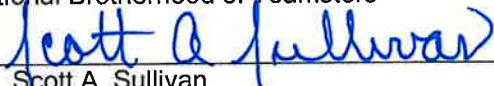
September 01, 2020 through August 31, 2022

The following memorandum of understanding is made and entered into between the Issaquah School District and the Public, Professional, & Office-Clerical Employees and Drivers (Teamsters Local 763) concerning the Global Positioning System (GPS) and is subject to the following:

- 1) The District will use a GPS on all Facilities, Warehouse, and Maintenance vehicles as part of its Facilities, Warehouse, and Maintenance services.
- 2) It is understood that disciplinary actions against and monitoring of employees is neither a primary purpose nor an intended result of the GPS equipment.
- 3) It is understood the primary and intended use of GPS equipment is for the monitoring of the safety, security, and location of District owned Facilities, Warehouse, and Maintenance vehicles. Additionally, the use of GPS will assist the District in the dispatching and assignment of work.
- 4) Both the District and the Union agree that any use of the GPS and related information obtained or generated by such in employee discipline matters will occur as a means to verify information obtained during an investigation process in compliance with the terms and conditions of the collective bargaining agreement. Appropriate use of the GPS includes compliance with the just cause and progressive discipline provisions of Article 12 of the contract.
- 5) As data generated reports from the GPS are public records, complete confidentiality of these records cannot be assured. However, the fact that such reports may contain sensitive information, the District will comply with its policy and state law regarding public records request.
- 6) Both the District and the Union will periodically discuss the use of the GPS system during labor management meetings when and where appropriate.

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

ISSAQUAH SCHOOL DISTRICT NO. 411

By 
Scott A. Sullivan
Secretary-Treasurer

By 
Jake Kuper
Chief Financial Officer

Date 1/17/21

Date 1/27/2021