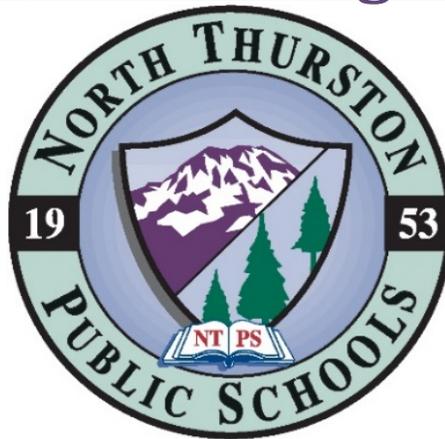


COLLECTIVE BARGAINING
AGREEMENT

September 1, 2018 - August 31, 2020



Custodians
AFL-CIO, AFSCME
NT-618

And

North Thurston
Public Schools

TABLE OF CONTENTS

Contents

SECTION 1.1 – Recognition	6
SECTION 1.2 – Substitute and Temporary Employees.....	6
SECTION 3.1 – Membership.....	7
SECTION 3.2 – Dues	7
SECTION 3.3 - Electronic Authorizations are Valid	7
SECTION 3.5 – Seniority List	8
SECTION 3.6 – Representative List.....	8
SECTION 4.1 – Appointment of Shop Stewards	8
SECTION 4.2 – Duty of Shop Steward.....	8
SECTION 4.3 – Authorized Representatives.....	9
SECTION 7.1 – Work Shift.....	9
SECTION 7.2 – Work Week.....	10
SECTION 7.3 – Lunch Periods	10
SECTION 7.4 – Work Schedules.....	10
SECTION 7.6 – Clean Up Period.....	10
SECTION 7.7 – Time Worked.....	10
SECTION 7.8 – Breaks	10
SECTION 7.9 – Lunch Period	10
SECTION 8.1 – Vacancy Postings	11
SECTION 8.2 –Special Programs and Outside User Activities	11
SECTION 8.3 – Filling Vacancies.....	11
SECTION 9.1 – Working Beyond Regular Schedule	11

SECTION 9.2 – Overtime Compensation	11
SECTION 9.3 – Reporting Overtime	11
SECTION 9.4 – Determining Overtime.....	12
SECTION 9.5 – Breaks Prior to Overtime Work	13
SECTION 9.6 – Weekend Overtime	13
SECTION 9.7 – Switching Work shifts within a Building.....	13
SECTION 9.8 – Emergency Work	13
SECTION 10.1 – Vacation Leave Requests.....	14
SECTION 10.2 – Seniority in Relation to Vacation Requests.....	14
SECTION 10.3 – Transfers Affecting Scheduled Vacation	14
SECTION 10.4 – Promotion Affecting Scheduled Vacation.....	14
SECTION 10.5 – Vacation Rates.....	14
SECTION 10.6 – Holidays	15
SECTION 10.7 – Accrued Vacation	16
SECTION 10.8 – Vacation Leave Cashout.....	16
SECTION 10.9 – Sick Leave.....	16
SECTION 10.10 – Sick Leave Utilization.....	16
SECTION 10.11 – Personal Leave	17
SECTION 10.12 – Bereavement Leave	17
SECTION 10.13 – Military Service	17
SECTION 10.14 – Political Leave.....	18
SECTION 10.15 – Planned Medical Leave.....	18
SECTION 10.16 – Leave of Absence	18
SECTION 10.17 - Family and Medical Leave.....	18
SECTION 10.18 – Workers Compensation	19

SECTION 11.1 – Safe Working Conditions.....	19
SECTION 11.2 – Abiding by Safety Rules	20
SECTION 12.1 – Implementing Reduction in Force.....	20
SECTION 12.2 – Reduction in Force by Seniority.....	20
SECTION 12.3 – Reduction in Force.....	20
SECTION 12.4 – Involuntary Transfers	20
SECTION 12.5 – Re-employment List.....	20
SECTION 12.6 – Temporary Employees during RIF.....	21
SECTION 12.7 – Call Back	21
SECTION 13.1 – Probationary Period	21
SECTION 13.2 – Termination	21
SECTION 13.3 – Seniority Accrual During Leave.....	21
SECTION 13.4 – Seniority Placement.....	22
SECTION 13.5 – Seniority Status.....	22
SECTION 14.1 – Evaluations.....	22
SECTION 14.2 – Rebuttal.....	22
SECTION 14.3 – Personnel File.....	22
SECTION 14.4 – Disciplinary Actions.....	23
SECTION 14.5 – Suspension and Termination	23
SECTION 15.1 – Strike.....	24
SECTION 15.2 – Lockout	24
SECTION 16.1 – Definition.....	24
SECTION 16.2 – Written Statement.....	24
SECTION 16.3 – Definition of “Days”	24
SECTION 16.4 – Grievance Steps.....	24

SECTION 16.5 – Failure to Follow Timelines	25
SECTION 16.6 – Timeline Extension.....	25
SECTION 17.1 - WAGES	26
SECTION 17.2 – Salary Placement.....	26
SECTION 17.3 – Longevity.....	26
SECTION 17.4 – Benefits Eligibility.....	26
SECTION 17.4 – Benefits Compliance	27
SECTION 17.5 – Clothing and Shoe Allowance	27
SECTION 18.1 – Terms.....	27
SECTION 18.2 – Invalidation of Article, Section, or Portion.....	27
2018-19 CUSTODIAN SALARY SCHEDULE.....	29
EVALUATION TYPE: PROBATIONARY ANNUAL	30

PREAMBLE

Pursuant to the provisions of the State of Washington concerning employee relations within the public schools, this constitutes an agreement between the North Thurston Public Schools No. 3, hereinafter called "Management," and the Washington State Council of County and City Employees, AFL-CIO, Local 618, hereinafter called the "Union".

ARTICLE 1- RECOGNITION AND BARGAINING UNIT

SECTION 1.1 – Recognition

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

SECTION 1.2 – Substitute and Temporary Employees

Substitute and temporary employees are not members of this bargaining unit until they work thirty (30) or more consecutive workdays in a twelve (12) month period ending in the current or immediately preceding school year. If the District has reasonable expectation that a substitute or temporary assignment will have duration of thirty (30) or more days, the employee will become a member of the bargaining unit on their first day of work in that same assignment.

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

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

Long-term substitutes shall be paid at the probationary rate and shall be considered regular part-time employees. Regular part-time employees working on an intermittent basis shall be excluded from all articles and sections of the collective bargaining agreement, except Article I, Article II and Schedule A (wages).

ARTICLE 2 - NON-DISCRIMINATION

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

ARTICLE 3 - UNION REPRESENTATIVE AND MEMBERSHIP

SECTION 3.1 – Membership

The District shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the District shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so on conditions set forth in the authorization for payroll deduction and for such time as the employee continues to be a member of the Union. The District shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

SECTION 3.2 – Dues

The District shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to the District and to C2everett@council2.com within 10 days of the employee executing this document.

The District shall honor the terms and conditions of each employee's authorization for payroll deduction. The District shall continue to deduct and remit Union dues to the Union until such time as the Union notifies the District that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. The Union shall indemnify the District and save the District harmless from any and all claims against the District arising out of administration of the article so long as the District complies with this article. Management will make the Agreement available on the District website for each unit member.

SECTION 3.3 - Electronic Authorizations are Valid

An electronic authorization for Union membership and dues or other payroll deduction is valid.

SECTION 3.4 – Bargaining Unit List

The District shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

SECTION 3.5 – Seniority List

At least twice each year, management will transmit to the Union a current listing of all employees in the unit. Such list shall indicate the name of employees and organizational unit by seniority order.

SECTION 3.6 – Representative List

The Union agrees to supply Management with lists of officers, representatives and shop stewards, and to keep such lists current.

SECTION 3.7 – New Employee Orientation

The District agrees to notify the Union staff representative and Local Union President in writing of any new employees. District shall provide an electronic format list with the names of the employees, shift information, and name of school assignment. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employee's rights and responsibilities regarding Union membership dues authorizations, and Union insurance. This orientation will be done one-on-one, unless there were multiple hires. The Union official shall coordinate a time to meet with the new employee for their orientation, with the approval of the Custodial Supervisor at their school, within the ninety days of employment.

ARTICLE 4 - UNION ACTIVITY

SECTION 4.1 – Appointment of Shop Stewards

To insure orderly prosecution of Union activities, the Union may appoint shop stewards. The Union, its shop stewards, or its members shall not collect dues or conduct Union business during working hours, except as specified in this Agreement.

SECTION 4.2 – Duty of Shop Steward

Each shop steward shall report to the employee's immediate supervisor or designee representative prior to the time of leaving his work to perform the functions specified in this Agreement of shop steward. Shop steward shall also report on returning to his work assignment unless prior consent of the shop steward's supervisor not to so report has been secured.

SECTION 4.3 – Authorized Representatives

Representatives duly authorized by the Union to participate during working hours in negotiations, grievance procedures, conferences or meetings with representatives of the District, shall suffer no loss of pay, but nothing contained herein shall be construed to require such activities to be scheduled during regular work hours.

ARTICLE 5 - MANAGEMENT RIGHTS

There is reserved exclusively to the North Thurston Public Schools all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of the State of Washington and of the United States. It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and Human Resources policies relating to the duties and responsibilities of classified employees and their working conditions, including but not limited to:

1. The work activities of employees covered by this Agreement;
2. The selection, promotion, transfer, assignment, evaluation, suspension, demotion, discharge or other disciplinary action of all personnel, provided such actions are within procedures specified within this agreement;
3. The removal of employees from duty because of lack of work or other legitimate reasons;
4. The method, technological means, number and kinds of personnel by which operations undertaken are to be conducted; and
5. The authority to take whatever actions may be necessary to carry out the mission of the District in situations of emergency.

ARTICLE 6 - UNION/MANAGEMENT RELATIONS

The Union will designate a committee of two (2) members, a council representative and president, who may meet with the Superintendent and/or his representatives on a mutually agreeable basis to discuss appropriate matters. Such meetings shall not be convened for the purpose of negotiations. Additional members may be appointed as mutually agreed by both parties.

ARTICLE 7 - HOURS OF WORK

SECTION 7.1 – Work Shift

Eight (8) consecutive hours of work shall normally constitute a regular work shift. Management shall schedule all employees to a regular work shift. The normal work week by definition shall begin at 12:01 a.m. on Monday of each week and end at 12:00 midnight the following Sunday.

SECTION 7.2 – Work Week

The work week shall consist of five (5) regularly assigned up to eight (8) hour days within a seven (7) day period, except for employees on alternate work week schedule.

SECTION 7.3 – Lunch Periods

References to consecutive hours of work in the balance of this Article shall exclude lunch periods.

SECTION 7.4 – Work Schedules

Work schedules, regularly assigned work shifts, workdays, and hours shall be assigned in writing. Custodians may be placed on a different schedule during non-school days, e.g. winter break, spring break, summer.

SECTION 7.5 – Stadium Schedule

The District shall meet on a seasonal basis to mutually agree upon regular NTHS Gym and Stadium Positions schedules. The fall schedule will be set in August.

SECTION 7.6 – Clean Up Period

Employees may be allowed up to a ten (10) minute cleanup period prior to the end of a work shift, whenever necessary.

SECTION 7.7 – Time Worked

Total time worked in any workday, including the employee's regular work shift, shall not exceed twelve (12) hours, except during an emergency.

SECTION 7.8 – Breaks

Employees shall be granted one (1) fifteen (15) minute "break" for each four (4) hours of work, to be taken as near as practical to the middle of each four (4) hour shift.

SECTION 7.9 – Lunch Period

A lunch period, not to exceed one (1) hour, shall be scheduled by the District, as near as practical to the middle of the work shift, provided such lunch period is not counted as part of the shift length nor for pay purposes. Supervisors shall communicate and work with employees to modify schedules as needed to ensure that all employees are afforded breaks in accordance with State and Federal law, including a lunch period not to exceed one (1) hour. The District may not require employees to remain on the premises during their lunch period.

ARTICLE 8 - PROMOTIONS AND TRANSFERS

SECTION 8.1 – Vacancy Postings

All vacancies and new positions covered by this Agreement shall be posted on the District website for not less than five (5) business days. Within five (5) business days of posting, employees covered under this agreement interested in a posted position must complete an online application in the District's online hiring systems. No position shall be filled from outside the bargaining unit unless no eligible bargaining unit member applies for the position.

SECTION 8.2 – Special Programs and Outside User Activities

Supplemental Custodial Work will be provided for Special Programs and Outside User Activities. Coverage for special programs and outside user activities must be scheduled using procedure set forth In Section 9.4 of this Agreement.

SECTION 8.3 – Filling Vacancies

Vacancies will first be filled with eligible members of the unit. Eligibility is defined as: 1) most recent two (2) consecutive years of successful evaluations where the supervisor has recommended the employee continue in his/her present position without reservation (see Appendix B); and 2) the employee is not currently under a plan of improvement; and 3) the employee has not been subject to a reprimand or suspension in the past six (6) months.

Once eligibility has been determined for all interested candidates for an open position, the most senior eligible member will fill the vacancy.

ARTICLE 9 - OVERTIME

SECTION 9.1 – Working Beyond Regular Schedule

Whenever necessary, Management can require employees to perform work during hours or days other than or beyond those falling within their regularly scheduled hours of work.

SECTION 9.2 – Overtime Compensation

All overtime work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half the employee's regular rate of pay. When compensatory time is offered as compensation for overtime in lieu of cash payment, it must be agreeable to the employee; otherwise compensation must be in cash. Compensatory time may only be accumulated to 16 hours and must be taken within the pay period the time was worked. If the employee is unable to take compensatory time within the pay period the time was worked overtime will be in cash payment.

SECTION 9.3 – Reporting Overtime

Overtime shall be compiled on a monthly basis, reported through appropriate means and paid to the employee on the succeeding payday after submission within payroll "cut-off" dates. Overtime and compensatory time shall be computed to the nearest half hour each time it is accrued.

SECTION 9.4 – Determining Overtime

Management will determine the number of employees needed to work overtime. The selection of the employee for overtime shall be as follows:

Within buildings:

1. If an employee is interested in overtime at their school, the employee shall add their name to the School Overtime List.
2. The list shall be maintained in seniority order. Names added to the list after the annual meeting in August will be added to the bottom of the list for rotation purposes.
3. Annual facility or long term facility (overtime that is known at least 5 days ahead of time) use will be sent to custodians via email, custodians have 48 hours to respond and indicate interest. At the end of 48 hours, administration will develop a calendar with dates of work assigned by seniority. Calendar will be sent to those custodians assigned to work.
4. Non annual/long term overtime that is known at least 5 days ahead of time will be sent to custodians via email, custodians have 48 hours to respond and indicate interest.
5. Overtime that is known less than 72 hours prior to event will be a phone call to the building custodian who is next in the seniority rotation. If an employee does not answer, or declines the overtime, they shall be skipped and shall not have the opportunity for overtime until their name comes up on the list again, in the rotational order. If no building custodian accepts then the extra overtime list will be accessed.

Stadium, Raj Manhas Activities Center (RMAC) or Koval Performing Arts Center (KPAC) Overtime:

1. If an employee is interested in overtime at the Stadium, RMAC or KPAC, the employee shall add their name to the Stadium, RMAC or KPAC Overtime List.
2. The list shall be maintained in seniority order. Names added to the list after the annual meeting in August will be added to the bottom of the list for rotation purposes.
3. Annual facility or long term facility (overtime that is known at least 5 days ahead of time) use will be sent to custodians via email, custodians have 48 hours to respond and indicate interest. At the end of 48 hours, administration will develop a calendar with dates of work assigned by seniority. Calendar will be sent to those custodians assigned to work.
4. Non annual/long term overtime that is known at least 5 days ahead of time will be sent to custodians via email, custodians have 48 hours to respond and indicate interest.
5. Emergency facility usage (overtime that is known less than 72 hours prior to event) will be a phone call to district custodians who indicated interest in extra overtime, beginning with the custodian who is next in the seniority rotation. If an employee does not answer, or declines the overtime, they shall be skipped and shall not have the opportunity for overtime until their name comes up on the list again, in the rotational order.

Extra Overtime (All District except Stadium, RMAC and KPAC) less than 48 hours notice:

1. If an employee is interested in overtime outside of their school, the employee shall add their name to the Extra Overtime List.

2. The list shall be maintained in seniority order. Names added to the list after the annual meeting in August will be added to the bottom of the list for rotation purposes.
3. Extra Overtime shall rotate amongst all interested employees.
4. Overtime that is known at least 5 days ahead of time will be sent to custodians via email, custodians have 48 hours to respond and indicate interest.
5. Emergency facility usage (overtime that is known less than 72 hours prior to event) will be a phone call to district custodians who indicated interest in extra overtime, beginning with the custodian who is next in the seniority rotation. If an employee does not answer, or declines the overtime, they shall be skipped and shall not have the opportunity for overtime until their name comes up on the list again, in the rotational order.

SECTION 9.5 – Breaks Prior to Overtime Work

Employees who are requested to work beyond their regular quitting time may take a thirty (30) minute break before they return to work if it is anticipated the extra work will exceed two (2) hours. The employee shall not be compensated for this break.

SECTION 9.6 – Weekend Overtime

Saturday and Sunday work shall be compensated for at the time and one-half rate of pay, provided that Saturday and Sunday are not part of the employee's regularly scheduled work week.

SECTION 9.7 – Switching Work shifts within a Building

With the approval of the principal and the custodians, custodians may switch shifts within a building not to exceed ninety (90) business days.

SECTION 9.8 – Emergency Work

An employee who has left work, and is called back to emergency work after completion of the regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1 ½) times employees' regular rate of pay; and shall be paid for all actual time worked in excess of two (2) hours at one and one-half times his/her regular rate of pay. This does not apply to pre-scheduled overtime or planned meetings. Mileage reimbursement for called back overtime will be at the District allocated amount.

ARTICLE 10 - VACATION, HOLIDAYS, SICK, AND OTHER LEAVES

Definition of Family: Immediate family is defined as spouse, domestic partner, children, parents, sister, brother, aunt, uncle, niece, nephew, grandparents, grandchildren, step-relationships, in-law relationships, significant relationships and/or any legal custodial relationship.

The 252 day work schedule for custodians is defined as a full 1.0 FTE for leave accruals. Annual leave, sick leave and personal leave will be earned as outlined in Section 10.6, 10.10 and 10.12.

SECTION 10.1 – Vacation Leave Requests

Management agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it does not interfere with workload requirements and schedules.

Employees occupying year-round positions (260 day work schedule) will not be eligible for leave during the two week period in the summer that other employees are off in July, except by approval of the supervisor when appropriate coverage has been arranged.

Employees who desire to take more than five (5) days vacation must submit the request in writing 30 calendar days in advance of the first day requested. For shorter vacations, a 48 hour advanced request is required. If there is a conflict with two or more employees requesting the same time, vacation will be approved per Section 10.2 of this Agreement.

SECTION 10.2 – Seniority in Relation to Vacation Requests

Other factors being equal, employees with the greater seniority (continuous bargaining unit service) shall be given preference of vacation within the respective work station involved.

SECTION 10.3 – Transfers Affecting Scheduled Vacation

Any employee transferring at the employee's own request after April 1st or August 1st, from one school to another school, may have to reschedule their vacation to comply with the schedule already approved for that school for that one (1) year.

SECTION 10.4 – Promotion Affecting Scheduled Vacation

An employee who is promoted or is requested to transfer by Management after April 1st or August 1st shall retain their vacation schedule, subject to cancellation only for emergency work requirements as may be determined by Management. This Section shall not deny an employee the opportunity to request annual leave at any time, but the decision for approval is retained by Management based on District requirements.

SECTION 10.5 – Vacation Rates

Annual leave will be earned according to the following: 618-NT/NTPS Vacation Rates

Years of Service	Days Earned	Rate/Month
0	12	1.0
1	12	1.0
2	12	1.0
3	15	1.25

4	15	1.25
5	16	1.33
6	17	1.42
7	18	1.5
8	19	1.58
9 +	20	1.67

SECTION 10.6 – Holidays

The following days will be authorized paid holidays for all eligible custodians (full-time or permanent part-time):

New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day (July 4th), Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day. When a holiday occurs on a Saturday the holiday will be observed on Friday. When a holiday occurs on Sunday the holiday will be observed on Monday.

Employees who work the actual designated holiday shall receive one and one-half (1-1/2) times their base rate of pay for hours worked on the holiday in addition to their holiday pay. Holiday hours paid shall be added to hours worked in calculating the 40-hour threshold for overtime pay.

SECTION 10.7 – Accrued Vacation

All employees covered under this Agreement may carry over accrued vacation to be used the following year, provided maximum accrual of such vacation shall not exceed forty (40) days. Should an employee separate from service by reason of resignation, layoff, dismissal, retirement or death, a maximum of thirty (30) days will be cashed out.

SECTION 10.8 – Vacation Leave Cashout

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

SECTION 10.9 – Sick Leave

Sick leave will be granted to all employees under this Agreement at the rate of one (1) day (actual hours assigned) per employed month (10 days on pay status) with the unused days to accumulate to one hundred eighty (180) days.

SECTION 10.10 – Sick Leave Utilization

1. Employees must notify their supervisor of pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service, should such service be provided.
2. In the case of illness, accumulated leave will be available for utilization as needed; provided, however, that in instances of extended absence beyond five (5) consecutive workdays, the employee will provide medical verification of the illness and fitness to return to work. The District with just cause, and with prior notification, may request a doctor's statement with an absence beyond three (3) consecutive days. Failure to submit the medical verification may result in disciplinary action.
3. Consistent with RCW 28A.400.210 and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days.

At the employee's option, unused sick leave days can be cashed out in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month, a maximum of 12 (twelve) days per year, and/or 180 days.

At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

For the purposes of this provision, retirement will be defined as when an employee is eligible to receive benefits under a plan provided by the Washington State Department of Retirement Systems (DRS).

4. Employees are entitled to FMLA leave if they meet the eligibility requirements set forth in the Federal Family and Medical Leave Act. Employees are entitled to WFL if they meet the eligibility requirements set forth in the Washington Family Leave Act (RCW 49.78).
5. The District agrees to follow and comply with provisions in the W.A.C. 392-126-004 implemented through district procedures providing for Leave Sharing.

SECTION 10.11 – Personal Leave

Employees covered in this Agreement shall be entitled to three (3) days personal leave per year, maximum of six (6) day accumulation. The leave is to be approved by the supervisor, requiring twenty-four (24) hour notice, unless mutually agreed to by the supervisor and employee. Such approval of the leave shall be based upon the scheduling workload and the availability of substitutes at the time of the requested leave. If an employee terminates employment prior to the end of the work year and employee has used more personal leave than was earned, such excess leave shall be withheld from the employee's final payroll.

SECTION 10.12 – Bereavement Leave

In the event of a death in the immediate family of an employee, five (5) days of bereavement leave per occurrence, which may be extended two (2) additional days because of distance or other extenuating circumstances, may be used.

Bereavement leave may also be available at the discretion of the District so that an employee may attend the funeral of a student or of a member of a student's family.

SECTION 10.13 – Military Service

The district shall grant military leave as provided by law. Such military leave of absence shall be in addition to any vacation or sick leave to which the staff member may be entitled and shall not result in any loss of rating, privileges, or pay. During the period of military leave, the staff member shall receive his/her normal pay from the district.

Employees whose school district employment is interrupted by up to five (5) years of service in a uniformed service are entitled to re-employment by the district following their discharge.

Seniority and pay status and other rights or benefits accrued shall be reinstated as per the time of previous employment within the District, provided seniority and longevity for pay and/or benefit purposes shall not accrue.

SECTION 10.14 – Political Leave

Upon request, employees may be granted political leave according to the following provisions.

1. With three (3) weeks written notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purposes of campaigning for the employee's own elections.
2. Any employee may hold a political office and continue as an employee as long as it does not interfere with the employee's assignment.
3. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year, provided the request for such leave is submitted in writing at least four (4) weeks prior to commencement of the leave.
4. At the conclusion of the political leave, the employee will be given the same consideration for returning to the employee's last assignment.

SECTION 10.15 – Planned Medical Leave

1. It is the intent of Management that leave or authorized absence be arranged to protect the health of the employee. For planned surgery, notification to Management should be made as soon as the dates are known.
2. Consistent with the orderly continuance of the District's program, the leave or authorized absence may begin and continue for a period as requested; provided, however, that the leave or authorized absence shall begin no later and cease no sooner than the dates established by the employee's personal physician as the minimum required for health and safety.

SECTION 10.16 – Leave of Absence

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent or designee, an employee may be granted extended leave of absence for a period not to exceed one (1) year.

The employee will retain accrued sick leave and seniority rights while on leave of absence. However, seniority and sick leave shall not accrue while an employee is on leave of absence, except as outlined in Article XIII of this Agreement.

Employees will be returned to a position with the same number of hours per day.

SECTION 10.17 - Family and Medical Leave

The District agrees to the provisions of the Family Medical Leave Act and agrees to extend these provisions to all members of the Association. In the event of the birth of a child of the spouse or the adoption of a child, five (5) days of sick leave with full pay will be allowed.

SECTION 10.18 – Workers Compensation

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

ARTICLE 11 - SAFETY

SECTION 11.1 – Safe Working Conditions

Management and Union agree to jointly promote safe and healthful working conditions and will cooperate in safety matters and encourage employees to work in a safe manner. Employees will serve, as appointed or elected, on District committees.

All supplies and materials brought into the District for custodial purposes must be pre-approved by the District.

SECTION 11.2 – Abiding by Safety Rules

The Union and the employees agree to abide by all safety rules of the District.

ARTICLE 12 - REDUCTION IN FORCE (RIF)

SECTION 12.1 – Implementing Reduction in Force

The District may implement a reduction in force without prejudice for reasons of economy or curtailment of work. When such a reduction in force creates fewer positions than there are employees in the bargaining unit, seniority shall be the factor used to determine who will be laid off.

SECTION 12.2 – Reduction in Force by Seniority

The reduction in force of employees shall be based on current seniority in the bargaining unit computed in months and days as specified in Article 13; however, if the District determines that seniority rights should not govern because the senior employee does not possess the qualifications required of the position, the District shall set forth in writing why the senior employee has been bypassed.

SECTION 12.3 – Reduction in Force

Each employee impacted by a reduction in force shall be given thirty (30) days notice.

SECTION 12.4 – Involuntary Transfers

If the District should decide to reduce custodial staffing in (a) particular building(s) without an actual reduction in force (lay-off), the procedure shall be as follows:

1. The least senior custodian(s) on the affected shift shall be transferred.
2. The affected employee(s) shall have the following options:
 - a. In order of seniority, giving the most senior employee preference, the affected employee(s) may choose placement in vacant positions, or
 - b. In order of seniority, giving the most senior employee preference, the affected employee(s) may "bump" the least senior employee in a position on the same shift and with the same number of hours. The employee(s) who are "bumped" out of their position shall be offered the same vacancies as per paragraph 2(a) of this section.

SECTION 12.5 – Re-employment List

Employees with permanent status who are laid off are to be placed on a re-employment list maintained by the District according to seniority ranking and in the inverse order of RIF are to have priority to the extent of one (1) opportunity in filling any opening in the bargaining unit. Names shall remain on the re-employment list for one (1) year effective September 1.

Employees on the re-employment list shall be notified in writing of a bargaining unit position available to them. When possible, telephone contact at the most recent number provided by the employee will be made. Failure to accept a proposed assignment within two (2) business days after receipt of certified written notice or five (5) business days after receiving telephone notification, whichever is sooner shall forfeit employment rights for the employee. Notice shall be deemed effective on the certified date of mailing or date of telephone contact.

The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at the employee's last known address or make a telephone contact at last known telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notices to the employee.

SECTION 12.6 – Temporary Employees during RIF

No permanent employee shall be laid off while there are emergency or temporary employees working in custodial positions covered by this Agreement.

SECTION 12.7 – Call Back

Employees rehired through a call back from reduction in force shall be granted credit on the seniority list for their employment with the District prior to the reduction in force taking place.

ARTICLE 13 - SENIORITY

SECTION 13.1 – Probationary Period

Seniority according to this Agreement consists of the continuous service of the employee with the bargaining unit. The employee shall be given credit for time served while under probation, upon receiving permanent employment. New employees shall serve a probationary period of six (6) months and at the end of ninety (90) days, probationary employees receive a review. During the probationary period the employee may be terminated without recourse to the grievance process.

SECTION 13.2 – Termination

Employees who terminate employment with the District shall lose all seniority rights.

SECTION 13.3 – Seniority Accrual During Leave

Seniority shall accrue during verified sick/medical leaves provided such leave does not exceed six (6) months or the accumulated sick leave, whichever is greater. During other unpaid leaves, seniority shall not accrue, unless specifically approved by Management.

For leaves granted for which seniority does not accrue, the district shall adjust the employees seniority date by the same number of days as in unpaid status. Employees and union leadership will be provided notice in writing whenever their seniority date is changed by the District.

SECTION 13.4 – Seniority Placement

Seniority shall be based upon the first day of work following hire in the bargaining unit (not notification of employment). In cases when and where deemed appropriate for application of provisions of this Agreement, a drawing will be conducted by Management to "break the tie" and the employee's placement on the seniority list at time of employment.

SECTION 13.5 – Seniority Status

A seniority list shall be posted every six (6) months, provided that should application of seniority be necessary between postings of the seniority list, the actual seniority status at the time will be applied to the required situation.

ARTICLE 14 - EVALUATION AND DISCIPLINE

SECTION 14.1 – Evaluations

Each employee shall be evaluated at least annually. Such evaluation shall be within procedures established by the District and must be conducted by a supervisor in accordance with objective, performance-based criteria set forth in Appendix B.

Employees shall sign each evaluation report, provided that the signature does not signify agreement with the report, rather that the employee has reviewed it with a supervisor.

SECTION 14.2 – Rebuttal

Employees have the right to submit an evaluation rebuttal statement to be placed in the personnel file if they do not agree with their evaluation. Such rebuttal statement must be submitted to Human Resources within 30 calendar days of issue.

SECTION 14.3 – Personnel File

- A. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request a copy of any documents contained therein shall be provided to the employee. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the District may be present in any review of personnel files.
- B. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comments.
- C. Upon request by the employee or the District, the signature of the other party shall verify contents of the personnel file.

- D. At the request of the employee, the District shall include in the employee's personnel file, college transcripts and certificates of completion identifying successful participation in job-related training.
- E. One personnel file shall be maintained on each employee and that file shall be filed at the District office; however, the Association recognizes the right of the District to maintain work files to be used by the immediate supervisor. The purpose of the working file is to aid the supervisor in the preparation of the annual evaluation. Therefore, working files will be purged on an annual basis and materials in each employee's working file will be discarded and have no effect after July 1 of each year, except if the documentation is evaluative, disciplinary or required by law.
- F. After a period of one year from inclusion in the file, and subject to satisfactory performance during that year, an employee may request that derogatory material be removed from the employee's personnel file. The intent of the parties is that it is not mandatory that derogatory materials be removed, but only considered for removal.

SECTION 14.4 – Disciplinary Actions

All disciplinary actions taken by the district will be in good faith and for just cause. Disciplinary action, with the exception of major misconduct, shall be progressive to include oral and written warnings, reprimands, suspensions, and termination. Progressive discipline shall include but not be limited to one or more oral and one or more written warnings prior to suspension and/or termination. Disciplinary action will be discussed with the affected employee on a private meeting. The employee shall have the right to union representation at any disciplinary meeting or investigation, which may result in disciplinary action. The Seven Steps of Just Cause are described in Appendix C to this Agreement.

SECTION 14.5 – Suspension and Termination

The district may suspend or terminate an employee without progressive disciplinary action including oral and written warnings in the case of major misconduct. Major misconduct will include but not be limited to falsification of employment application information, unauthorized absence from work location during scheduled shift, falsification of payroll time sheets, sexual harassment, violation of drug free work place and presence at work site causing potential for public harm. All actions taken by the district for major misconduct violations shall be in good faith and for just cause.

ARTICLE 15 - NO STRIKE NO LOCKOUT

SECTION 15.1 – Strike

It is recognized that the District is engaged in a public service. Neither the Union nor its members, agents, representatives, employees or person acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof. The Union and its officers will do everything in their power to end and avert same. Any employee participating in any strike, walkout, sympathy strike or slowdown during the term of the Agreement may be subject to dismissal.

SECTION 15.2 – Lockout

The District agrees not to lock out employees during the term of this Agreement. Any action by the District in closing operations for reasons of emergencies or inclement weather will not be considered a lockout.

ARTICLE 16 - GRIEVANCE PROCEDURE

SECTION 16.1 – Definition

A grievance under this Agreement is defined as a claim or charge raised by an employee or the Union as to the application or interpretation of a provision(s) of this Agreement.

SECTION 16.2 – Written Statement

During each step where a grievance is reduced to writing, the written statement shall specify:

1. The name of the grievant
2. The provision violated
3. Date the violation occurred
4. Explanation of violation
5. Proposed remedy
6. Results of the previous step(s) and why such results were unsatisfactory

SECTION 16.3 – Definition of “Days”

"Days" shall mean business days as defined in the District's 260 day calendar.

SECTION 16.4 – Grievance Steps

All grievances must be filed at Step 1 not later than ten (10) business days after the employee knew or could have reasonably known of the occurrence of the circumstances giving rise to the grievance.

Step 1. Any employee having a grievance may first take the matter up with the employee's immediate supervisor. If no satisfactory answer or disposition is received within ten (10) business days, the grievance shall be processed as follows:

Step 2. At step 2, the grievance becomes the property of the Union, and the employee must work with the Union to further pursue the grievance. The employee and/or the employee's Union representative shall, as soon as possible but not later than ten (10) business days, reduce the grievance to writing as set forth above in Section 16.2 and submit same to the employee's immediate supervisor. A hearing shall be conducted within ten (10) business days after receipt of the grievance and shall be scheduled by the Union and the supervisor. Either one or both parties may request assistance from the staff members in the hearing to resolve the grievance. Within ten (10) business days after the hearing, the supervisor shall provide the grievant and the Union with a written answer to the grievance.

Step 3. If the grievance is not resolved at Step 2, the employee and/or the employee's Union representative may submit the grievance to the Superintendent or official designee within ten (10) business days of the receipt of the supervisor's decision. The Superintendent or designee shall, within ten (10) business days of the receipt of the grievance, hold a hearing. At the hearing each party shall have the right to include such witnesses as it deems necessary. Upon conclusion of the hearing, the Superintendent or designee shall, within ten (10) business days, provide the grievant and the Union with a written decision.

Step 4. Grievances not resolved at Step 3 may be referred to arbitration by the Union by filing notice of its demand to arbitrate within ten (10) business days following receipt of the Step 3 response. Absent mutual agreement of the parties on the source of an arbitrator and the rules under which he/she will function, the arbitrator shall be chosen from a Federal Mediation and Conciliation Service panel by alternately striking names of arbitrators who are acceptable to the parties. Absent mutual agreement to the contrary, said arbitrator shall function under the American Arbitration Association voluntary rules; provided that any procedural or substantive provision contained in this Contract shall take precedent over any voluntary rules of the American Arbitration Association which is contrary to or inconsistent with it.

Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation and all other expenses incident to the arbitration shall be divided equally.

In arbitration, it is understood that the arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify this Agreement.

SECTION 16.5 – Failure to Follow Timelines

Failure to file grievances or move them to the next step within the timelines indicated shall cause grievances to be null and void.

SECTION 16.6 – Timeline Extension

At any step of the procedure the time limits may be extended by mutual agreement of the District and the Union.

ARTICLE 17 - SALARIES AND BENEFITS

SECTION 17.1 - WAGES

1. For the 2018-2019 school year, the salary schedule will be increased by 5.5%.
2. For the 2019-2020 school year, the salary schedule will be increased by the Implicit Price Deflator. In addition, the parties agree to reopen this section of the agreement if the legislature makes any changes to its current statutory model for funding inflationary increases.

SECTION 17.2 – Salary Placement

Employees covered under this agreement shall be paid appropriate to their placement on the Salary Schedule A of this Agreement.

Employees hired before February 1st of a school year will be granted experience, minus any unpaid leave(s) of absence or other breaks in service. Step increase will be effective September 1 of the following school year. Those hired after February 1st will be granted experience, minus any unpaid leave(s) of absence or other breaks in service. Step increase will be effective on September 1st of the second school year. Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in services.

SECTION 17.3 – Longevity

Longevity shall be defined as continuous years of service with the District as of the employees first day of work, regardless of prior union affiliation and shall be used for salary placement only. Employees hired before February 1st of a school year will be granted a year's experience effective September 1 of the following school year. Those hired after February 1st will be granted a year's experience on September 1st of the second school year.

New employees hired from another school district who have similar occupational status may be placed on the salary schedule with credit for prior service.

SECTION 17.4 – Benefits Eligibility

Only employees working four (4) hours or more per day on a regularly scheduled basis and scheduled to work at least sixty (60) days in a school year shall be eligible for the District's contribution toward insurance premiums.

The District shall provide up to the Washington State allocation, less the Health Care Authority, for benefits per month per employee unless exempted above, toward the payment of medical, life, vision, dental, and long-term disability insurance premiums. The maximum dollar amount based on the above mentioned allocation will be awarded to 1.0 FTE employees, with less than 1.0 FTE employees to be allowed a portion thereof in accordance with their regularly scheduled FTE.

From the dollar amount available to each employee, first shall be deducted the cost of the District's dental, vision, life and long-term disability insurance premiums. The remaining moneys available will be applicable to

one of the District's approved medical insurance programs. All eligible employees are required to participate in the dental, vision, life, and long-term disability insurance plans; medical plan participation is optional.

During September, payments shall be based on actual FTE generation for new employees and a continuation of the previous year's pool amount for continuing employees. At the conclusion of the open period, a pool shall be developed to gain maximum utilization of the state insurance appropriations for employees covered by this Agreement. For the purposes of this Section, the State insurance appropriation will be calculated by the dollar amount allowed by the State of Washington per 1.0 FTE per month, less the amount required to be paid to the Health Care Authority.

SECTION 17.4 – Benefits Compliance

It is the intent of the parties that the salary and insurance settlement herein comply with law. If said salary or insurance increase contained herein is found to be in violation of compensation lids set by the Legislature and/or established by the office of the Superintendent of Public Instruction, these provisions herein shall be void and subject to renegotiation.

SECTION 17.5 – Clothing and Shoe Allowance

The District will provide three (3) t-shirts with the NTPS logo and custodian insignia for each employee at the beginning of each year by request from the employee to the Director of Facilities or designee.

The District will provide each employee a \$200 annual allowance for work shoes, to be paid each year in September.

ARTICLE 18 - TERMS AND AMENDMENTS OF AGREEMENT

SECTION 18.1 – Terms

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future laws of the State of Washington, including rules and regulations by the Office of the State Superintendent of Schools, or agencies of government other than the District, pursuant to authority granted to them by the legislature.

SECTION 18.2 – Invalidation of Article, Section, or Portion

Should any article, section, or portion thereof of this Agreement be held unlawful or invalid in any court, agency or board of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

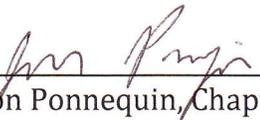
ARTICLE 19 – AGREEMENT STATEMENT AND SIGNATURES

All provisions of this Agreement shall continue to be in full force and effect from September 1, 2016 - August 31, 2018. By mutual agreement, any or all parts of this Agreement may be reopened for negotiations at any time. This agreement will have an opener each year of the two year life of the contract to items impacted by legislative action.

FOR THE UNION:

By: 
Hannah Franks, Council 2, Staff Representative

Date: 10/12/18

By: 
Jason Ponnequin, Chapter Chair

Date: 10-15-2018

FOR THE DISTRICT:

By: 
Charlie Burleigh, Executive Director of Human Resources

Date: 10/12/18

APPENDIX A - SALARY SCHEDULE

2018-19 Custodian Salary Schedule

	Probationary	Base	5 Year	10 Year	15 Year	20 Year
Custodian	18.55	20.59	21.24	21.88	22.51	23.15
District-wide Lead	19.88	22.08	22.71	23.36	24.00	24.64
Surplus Inventory & Repair Technician	20.01	22.22	22.93	23.61	24.30	24.97
Substitute	16.69					

This represents a 5.5% increase over the 2017-2018 salary schedule.

APPENDIX B – EVALUATION



NORTH THURSTON PUBLIC SCHOOLS HUMAN RESOURCES DEPARTMENT CUSTODIAN CLASSIFIED EMPLOYEE EVALUATION

Complete by: August 15

Employee's Name

School year

Evaluation Period through

Evaluation Type: Probationary Annual

General Criteria: Please mark appropriate rating. Specific comments required if either of first two ratings are marked.

1. Job Knowledge: **possesses knowledge/skills to perform job**

- Lacks required knowledge and skills Needs improvement Knowledge and skills to perform job

Comments:

2. Work Quality: **accuracy, thoroughness and effectiveness of work**

- Inaccurate and/or incomplete work Needs improvement Acceptable

Comments:

3. Work Quantity: **amount of work produced is consistent with job expectations**

- Unable to produce satisfactory amount of work Needs improvement Produces expected quantity of work

Comments:

4. Adaptability: **ability to change and cooperate in varying capacities, flexible, adjusts quickly**

- Unable to produce satisfactory amount of work Needs improvement Produces expected quantity of work

Comments:

5. Human Relations/Communication: **Cooperative, considerate, tactful, pleasant and sensitive to individual differences of staff, students and parents. Ability to work in a team environment.**

- Ineffective when working with others. Uncooperative. Needs improvement Gets along well with people. Works cooperatively with staff, students and parents.

Comments:

6. Dependability: **Ability to which employee can be depended upon to complete tasks. Consistency of performance.**

- Requires constant detailed instruction and supervision Needs improvement Can do a job with routine supervision

Comments:

7. Confidentiality: **Maintains confidentiality of student, family and staff information appropriately.**

- Lacks ability to maintain confidentiality Needs improvement Keeps appropriate information confidential

Comments:

8. Attendance and Punctuality: **Employee demonstrates attendance patterns that comply with available leaves (excludes protected leaves) and ensures that work responsibilities are completed effectively. The employee adheres to assigned hours.**

- Missed all or part of ten or More days Needs improvement (seven to nine days absent) Acceptable (four to six days absent) (four to six days absent)

Comments:

9. Safety: **attention to safety standards for self, others and district**

- Lacks ability to anticipate hazards. Disregard to safety policies/procedures Needs improvement Recognizes and informs supervisor of hazards

Comments:

A. Areas of strength/exceptional performance (comments are optional):

B. Job related goal areas for next year (comments are optional by supervisor or employee):

C. ***Areas needing improvement (Identified areas of performance which have been judged Needs Improvement or Does Not Meet Expectations based upon the evaluation criteria require written comments):**

D. **Building/Supervisor comments:**

E. **Employee Comments: (Optional)**

Overall Satisfactory Overall Unsatisfactory

Do you recommend that this employee continue in his/her present position: Yes No With reservations

Employee Signature/Date

Evaluator's Signature/Date

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

APPENDIX C – Seven Steps of Justifiable Cause

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