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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT NO. 417
AND
SEATTLE/KING COUNTY
BUILDING AND CONSTRUCTION TRADES COUNCIL**

EFFECTIVE DATE: SEPTEMBER 2002 - AUGUST 2005

PREAMBLE

This Agreement is made and entered into by and between Northshore School District #417 (hereinafter designated as the Employer) to the Seattle/King County Building and Construction Trades Council and its affiliate labor organizations signatory hereto (hereinafter designated as the Council) for the purpose of governing labor relations pursuant to RCW 41.56. (Public Employees Collective Bargaining Act). The purpose of this Agreement is to establish salary schedules, hours of work and terms and conditions of employment. The Council shall have the full authority to represent those employees represented under this Agreement for all bargaining and contract.

1.00	RECOGNITION, EMPLOYEE GROUP RIGHTS AND ADMINISTRATION
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1.1 **Recognition**

1.1.1 The Employer recognizes Council as the P.E.R.C. certified bargaining representative for all full-time and regular part-time maintenance employees, excluding supervisors, as defined by P.E.R.C., confidential employees and all other employees of the Employer.

1.2 **Bargaining Status**

1.2.1 The Employer agrees to recognize the Council as bargaining agent for the maintenance employees, as described in Section 1.1, with respect to wages, hours, work conditions and adjustment of grievances.

1.3 **Negotiating Committee**

1.3.1 The Employer and the Council have the right to select the type of members and the number of members of their bargaining team, as each feels necessary. When meetings are mutually scheduled during normal work hours, the Employer shall be required to release from duty not more than four (4) persons.

1.4 **Distribution of Agreement**

1.4.1 Following adoption of this Agreement, the Employer shall print this Agreement for distribution to all employees covered under the terms and conditions of this agreement. The cost of the printing shall be borne by the Employer.

1.4.2 The Council shall distribute to each employee a copy of this Agreement within thirty (30) days of adoption by the District. Twenty additional copies shall be provided to the Council.

1.4.3 All employees new to the District shall be provided a copy of the Agreement by the Employer upon employment and such Agreement shall be available for perusal by all applicants for classified positions.

2.00	DEFINITIONS
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2.1 **District or Employer** - Northshore School District #417

2.2 **Employee** - All full-time and part-time (temporary and substitute employees following ninety (90) days of employment) Maintenance employees represented by the Council.

2.3 **Council** - Seattle/King County Building and Construction Trades Council and its affiliate labor/organizations.

2.4 **41.56 RCW** - Washington State Bargaining Act for Classified Public Employees.

2.5 **PERC** - Public Employment Relations Commission.

2.6 **New Employees** - "New employees" shall refer to those employees who have yet to satisfactorily complete their probationary period as defined in Article 12, New Employee Probation.

2.7 **Substitute** - Persons hired as temporary replacement to cover emergency situations or employee absences or vacations. Substitutes will not be hired in lieu of or to avoid the hiring of regular employees.

2.8 **Temporary Employee** - Persons hired for a limited period of time to assist the District during peak work periods. An individual hired on a temporary basis for a period of more than ninety (90) continuous work days (including replacing a permanent employee on leave) shall be entitled to limited coverage under this Agreement as follows: Employee rights in Articles 1, 2, 3, 4, 5, 6, 10, 11, 13, 17, 20 (on a prorated basis without accumulation), 26 (through 26.2.1), 29 (through step 2), 31, 32, and Appendices A and B (as limited).

2.9 **Apprentice Employees** - Apprentices are those employees who are registered with the State of Washington and are participating in a State approved training program administered by a State approved joint labor-management committee.

2.10 **Days** - shall mean working days unless otherwise stated.

3.00	BUSINESS
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3.1 **Union Security and Dues Deductions**

3.1.1 The Employer shall have the right to hire persons without regard to Union membership provided, however, that the Employer and the Council shall abide by the following Union Security Clause which reads as follows:

It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of an affiliated local union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in an affiliated local union of the Council. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in an affiliated local union of the Council.

3.1.2 The Employer will notify the Council of new hires and rehires who are to become members of an affiliated local in writing on or before the first business day of each month.

3.1.3 It is also agreed that when an employee fails to fulfill the above obligation, the Council shall provide the employee and the Employer with notification in writing of the Council's intent to request discharge in three (3) working days if compliance is not met by the employee.

3.1.4 The Employer shall deduct union membership dues from the wages of each employee who has submitted a written authorization. Such deductions shall be transmitted monthly to the appropriate local union on behalf of the employees involved.

3.1.5 The written authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement, whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Council, whichever shall be the shorter, unless written notice is given by the employee to the Employer, appropriate local union and Council not more than twenty (20) days and not less than ten (10) days prior to the expiration for each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Council, whichever occurs sooner.

- 3.1.6 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall be recognized. Each such employee shall pay an amount of money equivalent to regular dues and fees to a non-religious charity or to another charitable organization as mutually agreed upon by the affected employee and the Council. The employee shall furnish the Council written proof that such payment has been made. If the employee and the Council do not reach agreement on the charitable organization, they shall submit the matter to the Public Employment Relations Commission, which body shall designate the charitable organization; the Council shall then notify the Employer of that designation.
- 3.1.7 Dues deduction shall include voluntary contributions to the Political Action Committee as recognized by this Council.

4.00	SEVERABILITY
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- 4.1 In the event any provision of this Agreement shall be declared invalid by any Court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

5.00	STATUS AND APPLICATION OF THIS AGREEMENT
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- 5.1 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

6.00	MAINTENANCE OF STANDARDS
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- 6.1 It is not the intent of this Agreement to eliminate any existing practice that is deemed beneficial to an employee but is not specifically addressed under the terms and condition of this Agreement.

7.00	COUNCIL RIGHTS/MEMBER RIGHTS
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- 7.1 The Employer agrees to furnish to the Council in response to reasonable request from time-to-time all available information normally produced in the course of business concerning information that shall assist the Council in developing programs on behalf of the employees.
- 7.2 The Council Representative may have access to all buildings covered by this Agreement to discharge his/her duties as the Council Representative; PROVIDED, the office of the Director of Support Services is notified in advance, and PROVIDED FURTHER, that the employees are not disturbed in the performance of their duties.
- 7.3 The Council shall have the right to use Employer buildings for meetings to transact Council business in accordance with Employer policy, procedures, rules and regulations governing the public use of buildings.

- 7.4 The Council shall have the right to use the normal District mail facilities for communication with its members.
- 7.5 Released time granted for negotiations, when scheduled during the workday, will be in addition to this provision.
- 7.6 Generally, shop meetings will be held on a regular basis throughout the year and scheduled to occur during the workday, if such is not disruptive. At any shop meeting, an employee shall be free to add to the agenda concerns of general application to shop employees. Notice of shop meetings shall be given generally at least two days in advance.
- 7.7 The Council shall advise the Employer of the name or names of Shop Stewards currently elected or appointed. After such notice and in the event a Shop Steward is to be transferred or terminated by the District, the District will give at least seven (7) work days notice in advance to the Council of the personnel action.
- 7.8 The Employer shall grant up to a total of fifteen (15) days of release time per year to Shop Stewards of the Council for the purpose of attending leadership training sessions and the Council reimburses the District for loss of salary.
- 7.9 Shop Stewards on behalf of the Council shall have the authority to represent employees in the processing of complaints or grievances as set forth in the grievance procedure. The District understands that Shop Stewards are agents of the Council, but that the agents' decisions in resolving grievance matters are subject to Council approval.

8.00 MANAGEMENT RIGHTS

- 8.1 Except as abridged by specific provisions of this Agreement, the Council recognizes the Employer's right to manage the District's business as has been its practice in the past. This recognition includes the right of the Employer to hire, suspend, transfer, promote, or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the Article hereof relating to termination of employment) to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time 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.
- 8.2 The exercise of the Employer's rights stated herein is an exclusive function of management. The exercise of the Management's rights stated herein does not modify the Council's right to appeal through the grievance procedure as set forth in this Agreement in the opinion of the Council.

8.3 The above statement of management rights is not intended to be exclusive.

9.00	SUBCONTRACTING
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- 9.1 The Employer will continue to assign employees work they have customarily performed.
- 9.2 The Employer agrees not to employ part-time employees or contract work for the purpose of reducing the number of full-time regular employees covered by this Agreement.

10.00	WORK WEEK/WORK DAY
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10.1 **Work Week/Work Day**

- 10.1.1 A standard work week shall consist of five (5) consecutive days, Monday through Friday, except by mutual agreement between the employee, appropriate trade representative and the Supervisor to a different five consecutive days. The standard work day shall consist of eight and one half consecutive hours which would include the lunch period as described in 10.1.2 and the time paid for work and the rest periods defined in 10.1.3. The standard work shift shall be scheduled to commence and be completed between 6:00 A.M. and 5:00 P.M. A swing shift, when needed by the District, shall be scheduled to commence and be completed between Noon and 11:00 P.M. The swing shift shall consist of eight and one half consecutive hours, which would include the lunch period (10.1.2), rest periods (10.1.3) and the time paid for work. The district shall first solicit volunteers to work the swing shift. In the event there are insufficient volunteers, employees shall be assigned to the swing shift on the basis of reverse seniority within the trade needed. Employees scheduled and who work a swing shift shall receive a shift premium of ten percent (10%) of the regular hourly rate additional per hour worked on a swing shift. Shifts will have a standard work week and shall last at least two weeks in duration before a change to the other shift.
- 10.1.2 Each employee will receive a forty (40) minute lunch period, thirty (30) minutes of which is on the employee's own time, including travel time, as near the middle of the shift as practical.
- 10.1.3 Each employee shall receive a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as practical.
- 10.1.4 Individual employees have the right to suggest to their supervisor temporary changes in their shift starting and ending to facilitate working in a classroom to perform scheduled work when students are not present. Employees who experience changes in personal circumstances, which can reasonably be accommodated by an adjustment to their shift times, have the right to request such of their immediate supervisor. In acting upon such requests, the Supervisor has the sole discretionary right to determine how, if at all, the shift can be adjusted such that the delivery of services is not hampered. The parties to

this Agreement may mutually agree to schedule a non-standard work week which could consist of ten (10) hours per day for four days.

10.2 **Overtime**

10.2.1 Any hours worked in excess of the normal hours per day for each shift as stated in Section 10.1 will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour.

10.2.2 Any work performed in excess of forty (40) hours during the work week or on the sixth (6th) consecutive day will be considered overtime to be paid at the rate of time and one-half (1-1/2) time the regular hourly rate.

10.2.3 Any work performed on the seventh (7th) consecutive day or on Sunday, or on a Holiday, will be paid for at two (2) times the regular hourly rate.

10.2.4 By mutual agreement, compensatory time at the same rate of accumulation may be used in lieu of overtime pay.

10.3 **Call Back Service**

10.3.1 Emergency call back service for employees will be paid for at the overtime rate of not less than four (4) hours.

10.3.2 For specific, prearranged duties, planned call back service for employees will be paid at the overtime rate of not less than two (2) hours. Planned call back shall be mutually agreed upon between the District and the employee(s).

10.3.3 The four (4) hour and two (2) hour minimum apply only when an employee is called back and such is not contiguous with their scheduled shift.

10.3.4 Overtime required of an employee immediately before or after regular hours will not be covered by these call back provisions.

10.4 **Special Equipment/Uniform Provisions**

10.4.1 All special equipment shall be furnished by the employer who shall be the judge as to the need of such special equipment.

10.4.2 Each employee shall be responsible for ordering standardized uniform clothing through the District. Standardized uniform clothing consisting of a blue jacket, work shirt and/or coveralls and other items of clothing (such as a hooded sweat shirt, polo shirt, T-shirt or other clothing items identified by the Department) will be made available annually for purchase through the District. Employees shall be responsible for providing their own work-related footwear appropriate to their job duties. The standardized uniform clothing shall be worn on a daily basis in a professional manner and condition. The District shall provide raingear, respirators and required safety clothing and equipment as needed by job

requirements, including six (6) pairs of coveralls for painters, roofers and welders; and gloves for painters, roofers, plumbers, and welders.

- 10.4.2.1 Current employees shall be allotted annually in October up to Two Hundred Dollars (\$200) plus sales tax to spend on standardized uniform clothing and/or footwear. The allotment may be expended by two methods: either as a credit against the allotment with reimbursement for the employee's purchase of footwear (receipts required) and/or as a spending allocation towards the standardized uniform clothing through the District. At no time shall the combined purchase allocation and reimbursement methods exceed the employee's allotment total. "New employees" for this Section's purposes shall mean an employee hired on a regular basis and not as a substitute in a given school year and not ever having received a clothing allotment pursuant to this Section. New employees shall be entitled to an initial, one-time allotment consisting of up to \$125 for footwear reimbursement and \$250 plus sales tax for purchasing District standardized uniform clothing. New employees are not eligible to receive both the current employees' allotment and this initial allotment in the same school year. The initial allotment for new employees is to be provided no later than 30 work days after completion of the probationary period.
- 10.4.2.2 An on-the-job, verifiable incident that renders an employee's standardized uniform clothing unusable and not reasonably repairable will make the employee eligible for a replacement item of clothing. Submission of the damaged item of clothing to the Department Supervisor with supportive evidence for verification of the incident or circumstances involved in the damage to the clothing item shall be the first step of the replacement process. The District shall replace the item once confirmed as qualifying for replacement as soon as possible but consistent with the budget year cycle. At no time shall the replacement cost impact the allotment total of Section 10.4.2.1.
- 10.4.3 The employer shall furnish other appropriate clothing or safety equipment, like rubber boots and respirators, when requiring an employee to work in a health and safety hazard situation.
- 10.4.4 Employees may request or the District may require training in the proper and safe application of specific products and equipment. Such training, when provided, will be at district expense. Non-required training will be provided at district expense when there is mutual agreement between the employee and the District.
- 10.5 **Working with asbestos**
- 10.5.1 The District will pay time and one-half (as defined in Section 10.2) during the period workers are suited up and will include a reasonable set-up and clean-up period.
- 10.5.2 Training will be offered to other employees. Employees interested in such training shall notify their supervisor.
- 10.5.3 The District will provide necessary equipment as required in working with asbestos.

11.00	PERSONNEL FILES
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- 11.1 Employees shall upon request have the right to inspect the contents of their complete personnel files kept within the District and to attach their own written comments to any materials therein. Upon request, a copy of any documents contained in the personnel files shall be afforded the employee at cost. Other than processed grievance files, no other additional files shall be kept.
- 11.2 At the employee's request, a witness may be present in this review and employee generated inventory sheets or materials included within a personnel file will, upon request, be initialed by the Superintendent's Office or designee.
- 11.3 Any reference that could form the basis of a disciplinary or adverse action against an employee shall not be placed in the employee's personnel file without his/her knowledge. Such notices shall be removed from an employee's personnel file three (3) years from date of notice. The District may review the removal of notices after eighteen (18) months of placement, if requested by the employee.

12.00	NEW EMPLOYEE PROBATION
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- 12.1 A probationary period for all new employees of ninety (90) calendar days will normally be required.
- 12.2 Termination procedures are not applicable of new employees during their probationary period.
- 12.3 New employees shall be entitled to all other provisions of this Agreement.

13.00	NON-DISCRIMINATION AND CITIZENSHIP RIGHTS
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- 13.1 There shall be no discrimination against any employee or applicant for employment by reason of race, creed, religion, color, marital status, sex, age, domicile, national origin, handicap, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW Public Employees Collective Bargaining Act.
- 13.2 There shall be no discrimination against any employee for utilization of the grievance procedure.

14.00	PLACEMENT AND EVALUATION
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- 14.1 An employee's performance shall be evaluated at least once annually.
- 14.2 The Supervisor shall review his/her evaluation with the employee and shall afford the employee an opportunity to comment in writing on the evaluation. The employee shall

sign the evaluation to testify only that it was shown to him/her and discussed with his/her supervisor.

14.3 The signed original shall be placed in the employee's personnel file in the Human Resources Office with a copy given to the employee and a copy retained in the Supervisor's office. No other copies of the evaluation shall be kept by the Employer.

14.4 Employees who are transferred or promoted to a different classification within the bargaining unit will be credited with their experience and seniority as earned in this bargaining unit.

15.00	CHANGE OF STATUS
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15.1 **Seniority**

15.1.1 **Definitions**

15.1.1.1 **Seniority** - An employee's seniority shall be defined by the employee's length of continuous service in the bargaining unit.

15.1.1.2 **Assignment** - Assignment to a position shall be by placement, transfer or promotion.

15.1.1.3 **Placement** - Placement shall mean an employee's initial assignment to a position within the bargaining unit.

15.1.1.4 **Transfer** - Transfer shall mean an assignment of an employee to a position within the bargaining unit of one skill or trade from another position with a different skill or trade other than the initial assignment.

15.1.1.5 **Promotion** - Promotion shall mean an assignment of an employee to a position with the employee's current skill or trade which would result in an increase in the hourly rate of pay for the employee.

15.1.1.6 **Vacancy** - A vacancy shall be defined as a position without an employee assigned and determined by the District to be available.

15.1.2 Seniority shall govern in all layoffs, recalls, and vacation schedules of employees covered by this Agreement.

15.1.3 Once a position is determined by the District to be vacant, the District shall post the position in all work locations for at least fourteen (14) calendar days. This posting shall occur within fourteen (14) calendar days of the vacancy being known to the District's Human Resources Office. Screening of applications and the scheduling of interviews shall generally occur within fourteen (14) days after the closing date on the posting, and the hiring decision will be made reasonably thereafter, contingent upon background investigations, reference checks and the Board of Director's meeting schedule.

- 15.1.4 Qualified employees in the bargaining unit will be given the opportunity to be interviewed first for vacancies, including supervisory positions, before outside applicants, provided such employees makes application with five (5) days of the posting of the vacancy. The filling of foreman and exempt supervisory positions shall not be subject to the provisions of Article 29, Grievance Procedure.
- 15.1.5 Employees shall make application to the District's Human Resources Office, in the manner prescribed in the posting. The employee's application shall set for his/her qualifications for the vacant position.
- 15.1.6 The District shall determine an individual's qualifications using Job factors and Applicant factors. Job factors shall include consideration of those elements on the posting for the vacancy and specific job requirements. Applicant factors shall include consideration of the employee's past performance, training, work experience, and desire for the position. If two or more applicants are judged by the District to possess the qualifications for the job, then the employee with the greater seniority shall be granted the promotion or transfer.
- 15.1.7 In the event of a promotion, the employee shall be given a trial period not more than ninety (90) days in the new position. Prior to ninety (90) days the employee may be returned to the former or a comparable position if trial performance is not satisfactory. The employee shall receive the higher rate of pay during the trial period.
- 15.1.8 Upon request, a senior employee who is passed over the promotion or returned to a former or a comparable position will receive written notification of the reasons for such action.
- 15.1.9 Positions vacated due to an incomplete trial period need not be advertised.
- 15.1.10 The District reserves the right to use substitutes or temporary employees in posted positions as yet unfilled pending completion of the selection procedure.
- 15.2 **Layoff and Recall**
- 15.2.1 Layoffs will occur in reverse order of seniority within each skill area or classification.
- 15.2.2 The District has the legal responsibility to establish the educational programs, services, and staff in accordance with the District's basic educational goals and program continuity consistent with the financial resources available.
- 15.2.3 Every effort will be made to allow a reduction in the work force to occur through normal attrition, which will include resignation and termination and retirement.
- 15.2.4 Layoff and Recall will be by designated skill area which is defined as welder, plumber, journeyman electrician, apprentice electrician, audio-visual repair person, business machine repair person, carpenter, hardware, painter, glazier, roofer, maintenance parts person, maintenance equipment repair person, maintenance helper, and heat technician.

- 15.2.5 In the event of layoff, the Employer agrees to give each employee to be laid off at least two (2) weeks' notice of its intent to lay off.
- 15.2.6 An employee will be paid for accumulated vacation time when laid off for any days accumulated as followed in the vacation section of this Agreement.
- 15.2.7 Employees on layoff status may continue to participate in insurance programs consistent with federal C.O.B.R.A. if premiums are paid by the employee, subject to conditions of the insurance carriers.
- 15.2.8 A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- 15.3 **Re-employment Pool**
- 15.3.1 A re-employment pool shall be created from which terminated employees will have priority for available position vacancies. Those having the greatest seniority will receive first right to return for positions for which they are qualified.
- 15.3.2 Placement on the salary schedule upon return will be at the same level of experience as the person held when laid off. Accumulated sick leave and seniority accrued at the time of termination shall be returned.
- 15.3.3 Those employees terminated due to staff cut-backs will remain in the Re-employment Pool unless they notify the District they are no longer available for re-employment. The District shall continue the Re-employment Pool for one (1) full contract year following the layoff and until August 31 of the subsequent year. If an employee is not re-employed by August 31 of the subsequent year, said employee will be dropped from the Re-employment Pool.
- 15.3.4 Laid-off employees will first be called back by designated skill area from which employment was terminated. If a vacancy is open outside of the designated skill area and no qualified person remains in the Re-employment Pool, the District will offer employment to the senior person in the Re-employment Pool if the employee has training and/or experience in that skill area. The employee will have the option of accepting the new skill job or remaining in the Re-employment Pool.
- 15.3.5 Should a vacancy occur within the employee's former job classification, the employee shall have first right to return to said job previous to other employees being recalled from layoff, transferred or a new employee hired. An employee who declines recall to perform work for which they were designated shall forfeit their re-employment.
- 15.3.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to their current mailing address. A recalled employee shall be

given at least ten (10) days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period.

15.4 **Temporary Reassignment**

15.4.1 Due to workload needs, employee absence or employee leave, the District may temporarily reassign employees to cover necessary work. If the reassignment is for five (5) days or more in a higher classification, the employee will receive pay for the higher classification and that pay will be retroactive to the first day on an hour-for-hour basis.

16.00	TERMINATION OF EMPLOYMENT/DUE PROCESS
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16.1 Except in case of serious infraction, the Employer agrees to give each employee ten (10) days notice of its intent to terminate. Each employee shall give the Employer at least two (2) weeks notice of his/her intention to quit. The two (2) weeks' notice may be waived by mutual agreement.

16.2 The District agrees to follow a policy of progressive discipline with termination as a final and last resort. The District policy for progressive discipline may include the following:

- A) verbal warning
- B) written warning
- C) suspension and/or probation
- D) discharge

16.3 No employee may be discharged, disciplined, or suspended except for just cause.

16.4 The Council shall promptly be notified by the District of any disciplinary actions of any employee. The Council shall have the right to have a representative at meetings pertaining to disciplinary actions involving written reprimand(s), suspension, termination, or probation. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

16.5 Just cause for immediate suspension or discharge shall include, but is not limited to: gross insubordination; proven dishonesty; intoxication or substance abuse related to employment; immorality; excessive chargeable accidents, or a single chargeable severe accident; an employment related incident involving a violation of the law concerning firearms, weapons and other dangerous instruments; reckless or unauthorized use of District vehicles; or other types of conduct of a parallel magnitude. The District shall notify the Council and the employee in writing within five (5) working days of the date of the violation and the reasons for any disciplinary action.

- 16.6 Employees whose services are unsatisfactory may be placed on probation. Such probationary status shall be for specified reasons, recorded and made available to the employee. Written criteria for improvement and their reasonable time lines will be reviewed with and given to the employee. Periodic meetings will be held by the supervisor (or appropriate director) to review the probationary progress.
- 16.7 Any complaint or warning, either verbal or written, to be considered as valid, must be issued to the employee and the Council within ten (10) days after the occurrence of the violation claimed by the District.
- 16.8 Complaints or warnings not called to the attention of the employee or Council, pursuant to Section 16.7, shall not be used as the basis for disciplinary action against the employee.

17.00	EMPLOYEE PROTECTION
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- 17.1 The District agrees to hold harmless and defend any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee, within or without of the school building or work site, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment under the direction of the District.
- 17.2 The District shall to the extent of funds available through District insurance programs, reimburse employees for replacement of equipment damaged, destroyed, or stolen on or from District premises when the District has approved such equipment for on-the-job use and that such loss is not otherwise covered by the employee's personal insurance.
- 17.3 For health and safety protection, the District agrees to offer first aid training during the work day for all employees at least every three years. At least two (2) shop meetings annually will be used to cover safety issues. Safety issues will include any relevant new legislation or administrative codes and regulations relating to equipment, materials or substances used by the shop as well as generally accepted procedures.
- 17.4 The District shall provide regularly scheduled maintenance checks for all vehicles operated by its employees.
- 17.5 The Council will, through its representative, participate in the District's Safety Committee. This committee is a multi-bargaining unit committee.

18.00	HOLIDAYS AND VACATIONS
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- 18.1 **Holidays**
- 18.1.1 Regular employees shall be granted the following thirteen (13) paid holidays: New Year's Day, the day before or after New Year's Day, Martin Luther King, Jr. Birthday

Observance, President's Day, Memorial Day, Veteran's Day, Independence Day, the day before or after Independence Day, Thanksgiving Day, the day after Thanksgiving Day, Labor Day, the day before or after Christmas and Christmas Day.

- 18.1.2 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday; PROVIDED, that if school is in session on the Friday preceding or Monday following, a compensatory day of vacation shall be given in lieu of that holiday.
- 18.1.3 Work performed on holidays shall be paid at two (2) times the regular rate of pay in addition to the above holiday pay.
- 18.1.4 If a holiday falls within an employee's vacation period, the employee shall receive a compensatory day of vacation in lieu of that holiday.
- 18.1.5 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

18.2 **Vacations**

18.2.1 Regular employees will receive paid vacation according to the following schedule:

- 1 through 3 years employment - 10 days paid vacation
- 4 through 6 years employment - 15 days paid vacation
- 7 or more years employment - 20 days paid vacation

- 18.2.2 Any employee entering or leaving the employment of the Northshore School District will receive vacation pay on a prorated basis of the actual months of employment.
- 18.2.3 An employee, who quits, without giving two (2) weeks notice of intention to quit employment, will forfeit all vacation benefits. Inability to give appropriate notice, due to emergency situations, may be appealed to the Director of Human Resources for consideration.
- 18.2.4 Each employee's anniversary date of employment shall be the starting point for calculation of vacation allowance and subsequent increases in vacation allowance as specified in Section 18.2.1.
- 18.2.5 Vacation days may only be accumulated to a maximum as provided for in Section 18.2.7. In order to so accumulate vacation days, the employee must take at least five (5) days vacation prior to his/her next anniversary date.
- 18.2.6 All vacation days must be scheduled and approved by the District. No more than twenty (20) consecutive work days may be used for vacation time provided mutual agreement on scheduled vacation time is arranged at least two (2) weeks prior to taking the accrued vacation time. For requests for a single day's usage of accrued vacation, the employee

should give as much advance notice as possible, but no less than one week's advance notice of such intended leave.

- 18.2.7 Upon termination or retirement, employees shall receive compensation for earned, unused vacation days up to a maximum of thirty (30) days, provided that proper notice at separation is given by the employee. Such compensation shall be based upon the employee's per diem rate of pay at the time of separation.
- 18.2.8 Any balance of accumulated vacation time shall be taken prior to the last day of employment.
- 18.2.9 If an employee is ill or is incapacitated by an accident while on vacation, supported by a doctor's certificate for one (1) day or more, the balance of the vacation time due him/her may be suspended at the approval of the Director of Human Resources. Time off for the illness or accident will be used from the employee's accrued sick leave, if any, until the employee is recovered or until the sick leave is exhausted. The balance of the vacation due the employee may be used at a time agreed upon between the District and the employee.

19.00	RETIREMENT
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- 19.1 Retirement at a mandatory age shall only be as required by law.

20.00	LEAVES, INJURY AND EMERGENCY LEAVE
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- 20.1 At the beginning of each work year, each employee will be credited with twelve (12) days of illness, injury or emergency leave, which will accumulate from year to year and such accumulated leave may be taken at any time during the year, but for purposes of payment for unused illness, injury and emergency leave shall not exceed twelve (12) days per year.
- 20.2 For each day's absence beyond accumulated illness and/or injury leave days, a deduction of a full day's per diem shall be made.
- 20.3 The District may required an employee using illness or injury leave to provide the District with a physician's certificate or other similar verification stating that such leave was taken for medical reasons. Failure upon demand to provide the District with said certificate may result in a salary deduction.
- 20.4 The accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:
 - 20.4.1 Serious illness or injury in the immediate family;
 - 20.4.2 Court appearance or hearing in which the employee is an individually named defendant or respondent;

- 20.4.3 Birth of a male employee's child; or
- 20.4.4 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health, or family safety.
- 20.5 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.
- 20.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the year.
- 20.7 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.

21.00	PERSONAL LEAVE
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- 21.1 The District shall grant each employee two (2) days per year of personal leave with pay, accumulative up to four (4) days.
- 21.2 Whenever possible, an employee desiring to take personal leave shall submit a written request to the Supervisor at least two (2) days prior to the requested start of the leave.
- 21.3 An employee desiring personal leave immediate to a vacation or holiday period shall submit a written request for such to the Director of Human Resources briefly explaining the reasons.
- 21.4 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted personal leave for this purpose. If personal leave is used for such observance, such employee may request an additional day of personal leave for religious observance from the Director of Human Resources.

22.00	BEREAVEMENT LEAVE
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- 22.1 Each employee shall be allowed a maximum of five (5) days leave with pay to make arrangements for and/or attend a funeral in case of death of a member of that employee's immediate family (husband, wife, mother, father, son, or daughter).
- 22.2 Each employee shall be allowed a maximum of three (3) days leave with pay to make arrangements and/or attend a funeral in case of death of that employee's brother, sister, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandmother or grandfather.
- 22.3 Each employee shall be allowed one (1) day's leave per year with pay to attend any other funeral.

- 22.4 This bereavement leave is not deducted from sick leave and is not accumulative.
- 22.5 In certain cases, bereavement leave may be extended with emergency leave as described, personal leave and/or vacation days upon appropriate approval from the appropriate supervisor.

23.00	GENERAL LEAVE
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- 23.1 Upon written request by an employee, the Superintendent or designee may grant leave of absence without pay for such things as: (a) illness, (b) family emergency, (c) maternity, (d) education, (e) other special situations. Dependent upon District needs, more than one individual may be on a general leave at any one time.
- 23.2 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the school year in which such leave was granted. Additional leave time may be granted up to a period of one (1) additional year.
- 23.3 Except for military service there shall be no other employment while on leave without prior written approval of the Superintendent or designee.
- 23.4 The Employer shall state in writing the terms of the leave of absence.
- 23.5 The Employer may agree to re-employ the employee earlier than intended upon written request or give consideration for any opening for which the employee is qualified.
- 23.6 Employee benefits earned prior to a leave of absence will be reinstated and/or maintained upon re-employment. Seniority will be frozen during such leave.
- 23.7 Employees may continue their fringe benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

24.00	LEGAL, MILITARY SERVICE AND JURY DUTY LEAVE
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- 24.1 Subject to the approval of the Superintendent or designated representative, and in accordance with applicable law, absence will be approved when the interest of the Employer is served, for jury duty, or subpoena and military reserve commitments.
- 24.2 An employee who is excused from jury duty less than four (4) hours after his/her jury reporting time shall notify his/her immediate supervisor. He/she may be required to report to work if there are at least four (4) hours remaining in his/her regularly scheduled work day; provided, the employee shall have at least twelve (12) hours off duty between the completion of the scheduled day's assignment and reporting back to jury duty. In the event the employee must change clothes before reporting to work, the employee and the Supervisor shall agree on a reasonable reporting time.

- 24.3 There will be no deduction in the employee's compensation for jury duty or subpoena except that any compensation received by the employee for such jury or court service will be paid to the District for reimbursement except for reported expenses such as mileage and meals.
- 24.4 Reimbursement for approved Military Reserve Duty will not be required.

25.00	CHILDBIRTH/CHILDCARE/ADOPTION LEAVE
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- 25.1 Employees shall be granted leave without pay for the purposes of childbirth and/or childcare according to the following provisions:
- 25.1.1 An employee requesting leave for childbirth shall give written notice as far in advance as possible but in no event less than six weeks in advance to the Director of Human Resources. The written request for such leave shall include, (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin, and (3) the estimated date childbirth leave is to begin.
- 25.1.2 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.
- 25.1.3 Sick leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) calendar days following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee. Childbirth leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.
- 25.1.4 Childbirth leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.
- 25.1.5 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.
- 25.1.6 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.
- 25.1.7 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent as such is affected by sick leave.
- 25.2 An employee may apply for childcare leave to care for children of any age under the provisions of General Leave.

25.3 Employees on leave under this Article may continue their fringe benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

26.00	COMPENSATION
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26.1 **Salary Schedule**

26.1.1 The salary for each specific job classification shall be based on the negotiated salary schedule referenced under Appendix A for the 2002-2003 school attached hereto.

26.2 **Salary and Salary Payment**

26.2.1 Should the date of adoption of this Agreement be subsequent to the effective date, salaries, including overtime and increments, may be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first or second regular payday following adoption of this Agreement.

26.2.2 Employees shall receive their regular monthly salary by the first working day of the month.

26.2.3 The Employer, upon the request of an employee, shall mail the employee's final paycheck to the address stated by the employee, provided that the employee has returned or accounted for all company-issued property.

26.2.4 It is the intent of the Employer that any error in an employee's paycheck shall be corrected by the Employer within three (3) working days from the time the error was brought to the Employer's attention.

27.00	ATTENDANCE INCENTIVE PROCEDURES
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27.1 All employees of the bargaining unit shall receive compensation for eligible accumulated illness and injury leave as an employee attendance incentive program. Procedures for use of the Attendance Incentive Program are attached as Appendix B.

28.00	INSERVICE TRAINING
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28.1 Inservice training may be offered by the District to employees of the bargaining unit to enable them to improve their abilities, skills, and job related interests.

28.2 A District and Council Committee will mutually plan staff development activities. The Committee will consist of District designees who will meet at least annually with the three (3) Council designees to determine inservice needs as well as procedures for applying for inservice. The Committee will recommend inservice opportunities to the District based upon (1) budget, (2) group needs as identified through a survey, and (3) individual inservice needs based upon job related duties and/or personal growth.

29.00	GRIEVANCE PROCEDURE
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29.1 **Scope**

29.1.1 The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the terms of this Agreement.

29.2 **Definition**

29.2.1 A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

29.3 **Procedure**

29.3.1 An employee or the appropriate Business Representative of the Council may institute a grievance. The following procedures for pursuing an alleged grievance will be as follows:

29.3.2 **Step One**

Within five (5) working days of the time a grievance arises, an informal conference over the matter shall be held between the immediate supervisor and the employee and/or the appropriate Business Representative of the Council.

29.3.3 **Step Two**

If the grievance is not resolved, the grievant or Business Representative may within ten (10) working days of the informal conference reduce the grievance to writing, sign it and present it to Director of Human Resources. The written statement should include (1) the nature of the grievance, (2) the section(s) alleged to have been violated, (3) the recommended solution to the grievance.

Within ten (10) days of receipt of the written grievance, the Director of Human Resources shall communicate a written response to the aggrieved and the Council.

A grievant not satisfied with the resolution at Step Two may, within five (5) working days of receipt of the written response in Step Two, submit the grievance to the Office of the Superintendent.

29.3.4 **Step Three**

Within ten (10) days of receipt of the grievance, the Superintendent or designee shall communicate a written response to the Business Representative in the Council.

If the grievance is not satisfactorily resolved the Business Representative may, within five (5) working days of receipt of the written response, proceed to mediation and/or arbitration as provided hereafter.

29.3.5

Step Four (Mediation Option)

Mediation of Grievances - The Business Representative and the District may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions;

- A) Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Business Representative and the District made within five (5) working days after the Business Representative has referred the grievance to Step Four, unless the parties mutually otherwise agree in writing.
- B) The parties need to agree to the Mediator.
- C) One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- D) The parties' representatives may, but are not required to, present the Mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- E) Proceedings before the Mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made.
- F) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- G) If no settlement is reached during the mediation conference, the Mediator shall provide the parties with an immediate oral advisory decision, which shall include the basis thereof unless both parties agree that no such decision should be provided.
- H) The Mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree.
- I) If no settlement is reached at mediation, the Business Representative is free to arbitrate the grievance, provided he/she advises the District in writing within ten (10) working days.
- J) In the event a grievance which has been mediated goes to arbitration, the Mediator may not serve as the arbitrator. Nothing said or done by the Mediator may be referred to or introduced into evidence at the arbitration hearing and

nothing said or done by either party in the mediation conference may be used against the other party in arbitration.

K) The fees and expenses of the Mediator shall be divided equally between the District and the Council provided, however, that each party shall be responsible for compensating its own representatives.

29.3.6 **Step Five**

If the Business Representative is not satisfied with the disposition of the grievance at the preceding level or if no disposition has been made within the period above provided, the grievance, only at the option of the Business Representative, may be submitted before an impartial arbitrator. The Business Representative shall exercise the right to arbitration by giving the Superintendent or designee written notice. If the parties cannot agree as to the Arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the Arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The District and the Business Representative shall not be permitted to assert in any such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The decision of the Arbitrator shall be final and binding upon both parties.

The Arbitrator shall have no authority to amend, change, alter, or otherwise modify the Contractual Agreement between the parties. Likewise, the Arbitrator shall have no authority to substitute his/her judgment for that of one of the parties where the Contractual Agreement expressly grants discretionary authority to one of the parties. Should the Arbitrator find a judgment was made by one of the parties in an arbitrary, capricious, or illegally discriminatory manner, the Arbitrator has the authority to order the party to reconsider its judgment to correct the abuse of discretion so found.

All costs incurred in the arbitration process shall be paid by the losing party. If partial relief is specified for one or both parties, the Arbitrator shall make an award allocating cost.

29.3.7 If the employee or the Business Representative does not pursue the grievance to the next step within the prescribed time limits, it shall be presumed resolved. If the Employer does not respond within the time limits at any one of the steps, it shall automatically move the grievance to the next step.

30.00	HEALTH AND WELFARE-GROUP INSURANCE PROGRAMS
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30.1 The District agrees to make available to eligible employees (employed more than four (4) hours per day), the following insurance programs and provide as of October 1, 2002, an insurance benefit amount up to four hundred fifty-seven and seven cents (\$457.07) or such equivalent amount as recommended by the Health Benefits Committee, per month per eligible employee. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term

disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts.

30.2 **Dental Insurance** - The District shall pay for eligible employees the full premium necessary to fund district administered dental insurance plans covering the employee, spouse, and dependents. The general provisions of the plan coverage, including exclusions, limitations, and procedures will be included in a District publication developed by the Health Benefits Committee and distributed to all eligible employees.

30.3 **Vision/Hearing Insurance** - The District shall pay for eligible employees the full premium to fund a district administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the Health Benefits Committee and distributed to all employees.

30.4 **Life Insurance** - The District shall pay for eligible employees the full premium for the employee's term life insurance including an accidental death and dismemberment policy in an amount equal to the employee's contracted annual salary.

Employees shall have the option to double or triple the amount of life insurance coverage by the employees' annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium.

30.5 **Long Term Disability** - The District agrees to pay for eligible employees, the full premium for employee's long-term disability coverage.

30.6 **Salary Insurance** - The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.

30.7 **Medical Insurance** - After paying the premiums for dental insurance, vision insurance, long-term disability, and life insurance as provided above, the District shall make contributions toward medical insurance premiums for eligible employees for the following programs:

- A) Northshore Regence Blue Shield - Preferred Provider Choice Plan.
- B) Northshore Regence Blue Shield - Selections.
- C) Group Health Cooperative of Puget Sound.

30.7.1 Each eligible employee may utilize the remaining balance of the insurance benefit amount (after payment of dental, vision/hearing, life, and long term disability insurance premiums) by enrolling in one of the medical insurance programs.

30.7.2 **Pooling** - Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost limiting procedures being applied to all eligible District employees as follows:

The District shall calculate the premium for each eligible employee from a single-rate premium schedule provided by the insurance carriers based on the family category selected by the employee.

In the event the eligible employee's total insurance cost including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.

For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a district-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose cost exceeds the insurance benefit amount per month.

The pool amount shall be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage shall be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount. An estimated employee deduction and pool share shall be used for the September pay period deduction. The estimated employee deduction and pool share shall be adjusted periodically to distribute the pool equitably.

- 30.8 **Other Insurance Programs** - The District shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 30.9 **Credit Union Deductions** - At the option of an employee, the District shall deduct from his/her monthly salary warrant, and deposit directly with the School Employees' Credit Union of Washington or Educational Community Credit Union an amount designated by the employee.
- 30.10 **Retirement Program** - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee information concerning PERS and SERS membership benefits.
- 30.11 **District Health Benefits Committee** - The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.
- 30.12 **Annual Insurance Coverage** - The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1st and ending September 30th.
- 30.13 **New Employee Insurance Program** - New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun prior to the 15th and enrollment is accomplished prior to the 15th.

Otherwise, eligibility occurs the next first of the month after enrollment and work has begun. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.

- 30.14 **Terminating Employee Coverage** - If an employee terminates his/her employment, insurance shall continue to the end of the following month in which termination occurred.
- 30.15 **Tax Deferred Annuities** - The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28a.58.560 as the union shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly warrant as authorized by the individual employee.
- 30.16 **Alternate Pre-Tax Deduction – Section 125 - Internal Revenue Service Code Section 125** - In addition to the standard process, the District shall provide for processing payroll deductions for medical and life insurance premiums as allowed within the Internal Revenue Service Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and non-reimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for healthcare reimbursements and dependent care expenses will be passed directly back into the health benefits program.
- 30.17 **VEBA III** - The District and Union will participate annually in the Voluntary Employee Benefit Account (VEBA III) for employees retiring between September 1st and August 31st of each year.
- 30.18 **Deferred Compensation Plan** - In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly warrant on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

31.00	WORK STOPPAGE
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31.1 **Strikes**

- 31.1.1 The Council and the Employer agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective. During the term of this

Agreement, the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

31.2 **Lockouts**

31.2.1 During the term of this Agreement, the Employer agrees there will be no lockout of employees covered by the Agreement.

32.00	DURATION OF AGREEMENT
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32.1 This Collective Bargaining Agreement shall become effective September 1, 2002, and shall continue in effect until August 31, 2005 except as provided for herein. The parties agree to open the contract by May 2003 and 2004 to negotiate the salary schedule for the 2003-04 and 2004-2005 school years, respectively, and annually to incorporate adjustments to Article 30 as recommended by the Multi-bargaining unit/District Insurance Committee. The parties further agree that any provisions of the Agreement may be opened up for negotiations at any time by mutual agreement of the parties

32.2 This Agreement or any provision hereunder may be extended by mutual written agreement of the parties; otherwise it shall expire on the date indicated.

32.3 Except as otherwise provided by this Agreement, bargaining on the subjects contained in this Collective Bargaining Agreement, or other subjects, or for a successor agreement shall begin no later than thirty (30) days prior to the expiration date of this Collective Bargaining Agreement, or any extension thereof, nor earlier than ninety (90) days, except by mutual written agreement of the parties.

Dated and signed this _____ day of _____, 2003

SEATTLE/KING COUNTY BUILDING AND
CONSTRUCTION TRADE COUNCIL

NORTHSHORE SCHOOL DISTRICT #417

Executive Secretary

Superintendent

Building Laborers Local #242

Chief Negotiator

Carpenters District Council

Electrical Workers Local #46

Glaziers and Glassworks Local #188

Painters District Council #5

Plumbers and Pipefitters Local #32

Roofers Local #54

Sheetmetal Workers Local #66

APPENDIX A	SALARY SCHEDULE
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**NORTHSHORE SCHOOL DISTRICT NO. 417
MAINTENANCE SALARY SCHEDULE
2002-2003**

Effective September 1, 2002	Step 01	Hourly Rate
Electrician/Heat Technician	47,583	22.88
Plumber	47,583	22.88
Welder	47,583	22.88
Telecommunications Technician	47,583	22.88
Hardware	44,063	21.18
Carpenter	42,590	20.48
Painter	42,590	20.48
Roofer	42,590	20.48
Glazier	42,590	20.48
Audio-Visual Repairperson	43,660	20.99
Computer Hardware Support Specialist	43,660	20.99
Maintenance Equipment Repairperson	41,156	19.79
Maintenance Helper	32,866	15.80
Foreman	15% above applicable trades rate	

APPENDIX B-ATTENDANCE INCENTIVE PROGRAM

1. Accumulation of illness, injury and emergency leave
 - A) Annual leave for illness, injury and emergency shall accumulate from year to year up to 180 days and may be taken at any time during the year, but for purposes of payment for such unused leave shall not exceed twelve (12) days per year.
 - B) For purposes of payment for unused illness or injury leave, no more than one day leave can accumulate each calendar month that the employee is under contract with and/or is an employee of the District.
 - C) Any leave for injury or illness accumulated up to a maximum of forty-five (45) days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire, but if such leave is used for this purpose it cannot be compensated upon retirement or death.
2. Annual conversion of accumulated illness and injury leave:
 - A) Each January eligible employee may elect to receive remuneration for unused illness and injury leave accumulated in the previous calendar year.
 - B) An eligible employee is a current employee:
 1. Who has accumulated greater than sixty (60) full days of illness or injury leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year;
 2. Who has accumulated illness or injury leave at a rate no greater than one full day per month as of the end of the previous calendar year; and
 3. Who provides written notice to the Human Resource office by January 15 of his or her intent to convert his or her excess illness or injury leave to monetary compensation.
 - C) The number of illness or injury leave days which an eligible employee may convert shall be determined by:
 1. Taking the number of illness or injury 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
 2. Subtracting there from the number of illness or injury days used by the employee during the previous calendar year; and
 3. The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.

- D) Illness or injury leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible illness or injury leave.
 - E) 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.
 - F) Partial days of eligible illness or injury leave shall be converted on a pro rata basis.
 - G) All illness or injury leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness or injury leave balance.
3. Conversion of illness or injury leave upon retirement or death:
- A) Each person who is employed by the District and who subsequently terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused illness or injury leave days to monetary compensation;
 - B) Retirement for purposes of this policy shall mean commencing receiving a retirement allowance from a Washington State Retirement system;
 - C) Vest 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;
 - D) All unused illness or injury leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month for a maximum of twelve (12) days per year, less illness or injury 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;
 - E) Illness or injury leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's fulltime daily rate of compensation at the time of termination of employment for each full day of eligible illness or injury leave;
 - F) 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 form of insurance premiums; and

- G) Partial days of eligible illness or injury leave shall be converted on a pro-rated basis.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
NORTHSHORE SCHOOL DISTRICT**

Because the District is using as a part of its service delivery and program management options a global positioning system (GPS), the parties have discussed and have reached the following understandings:

Any use of the GPS and related information obtained or generated by such in employee discipline matters will occur in compliance with the labor contract's terms and conditions. Appropriate use of the GPS includes compliance with the just cause and progressive discipline provisions of the contract. As data generated reports from the GPS are public record, complete confidentiality of these records cannot be assured; however, the fact that such reports may contain sensitive information, the District will handle the data respectful of the individual's privacy.

The District further understands that prior notice to the Council before disciplining employees over information generated in whole or in part from the GPS is preferred.

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BETWEEN
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
NORTHSHORE SCHOOL DISTRICT**

Because the District is reorganizing the Maintenance Department during the 2002-2003 school year and replacing the longstanding lead function with a foreman position, the parties understand that

1. The Council shall have the right to review the selection process used in hiring the three new foreman positions.
2. The parties understand that for this initial hiring of the three foreman positions, Section 15.1.2.2 that provides for a 90 working day trial period for promoted employees shall be understood to read 120 working days,
3. Subsequent hiring for the foreman positions after this 2002-2003 initial hiring shall have Section 15.1.2.2 reverting back to the 90 working day trial period unless modified by the parties in subsequent agreements.
4. Each employee, in consideration of the replacement of the lead classification with the foreman classification, shall be paid a one-time payment of \$640, payable no later than October 31, 2002.

.....

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
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The Northshore School District and the Seattle-King County Building and Construction Trades Council (exclusive bargaining agent for certain maintenance department employees) mutually agree to establish a Labor-Management Committee. The Labor-Management Committee is needed to facilitate communications between the parties, to improve labor relations and to resolve issues as they arise by providing a structured forum to be used hopefully before resorting to negotiations or grievance procedures.

The Committee shall be composed of a representative from the Council (i.e., chief bargainer) and two employees of the District who have been selected by the Council and a district central office administrator (e.g., chief bargainer or Director of Human Resources) and the Director of Maintenance. Either side can involve others given their expertise and the nature of the topic under discussion. The parties agree to limit the total number of participants to no more than ten for any one topic.

The Committee shall meet monthly at a time and place mutually agreed upon. The meetings shall be controlled by the agenda that is to be mutually agreed upon in advance. The Committee shall have the powers 1) to discuss permissive bargaining topics and reach mutually acceptable resolutions to such and 2) to recommend solutions to the bargaining teams as to mandatory topics. The Committee shall have no authority to alter the Labor Contract.

**LETTER OF AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT #417
AND
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

This Letter of Agreement entered into between Northshore School District No. 417, hereinafter referred to as the "District" and Laborers' Union, Local 242, hereinafter referred to as the "Union," is supplemental to the Collective Bargaining Agreement entered into by the parties effective September 1, 2002 through August 31, 2005.

A. Alcohol and Drug Use

While abuse of alcohol and drugs among our members is the exception rather than the rule, Northshore School District and the Union share the concern expressed by many over the growth of substance abuse in American Society.

The drug testing procedure, agreed to by the Union/District incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures with the understanding that the procedures shall be administered in compliance with the Federal Highway Administration's regulations.

A.1. Uniform Testing Procedures

In cases in which an employee is acting in an abnormal manner and a supervisor has reasonable suspicion to believe that the employee is under the influence of alcohol or controlled substances, the District may require the employee (in the presence of the Union Shop Steward, if possible) to go to a medical clinic to provide urine and/or blood specimens for laboratory testing. The Supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the District. Reasonable suspicion means suspicion based on specific personal observations that the District representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not reasonable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to obtain a specimen of blood and/or urine and release the results of the laboratory testing to his/her District, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen or adequate breath for testing without a valid medical explanation will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In some cases, the

employee may be unable to provide a urine specimen. After a reasonable waiting period (not to exceed two (2) hours), the District may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

Contractual time limits for disciplinary action, as set forth in the labor agreement shall begin on the day on which specimens are drawn.

In the event the District alleges that the employee is intoxicated on alcohol, an evidential breath testing device for determining alcohol intoxication shall be used. In no event shall a urine test be used to determine alcohol content; nor shall a blood test be used to determine alcohol content if the employee is able to provide a breath sample.

In the event the District is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used in addition to breathalyzer testing. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".

A.2 D.O.T. Examination and Random Testing

The District shall randomly test transportation personnel for drugs, spread reasonably throughout the year.

The total number of random tests conducted during a year shall be equal to twenty-five percent (25%) of the number of covered employees for alcohol and fifty percent (50%) of the number of covered employees for drugs.

Random testing procedures shall ensure to the maximum extent that each employee shall perceive the possibility that a random test may be required on any day the employee reports for work.

Pre-employment testing shall be done when the prospective employee receives his or her D.O.T. physical.

Alcohol testing shall be done by an evidential breath testing device, and in conformance with D.O.T./FHWA regulations.

Urine specimens must be analyzed pursuant to the methodology described in Sections D.3, D.4 and D.5 of this Agreement.

A.3 Post Accident Alcohol Testing

A. The driver who is subject to post accident testing pursuant to D.O.T./FHWA regulations shall remain readily available for such testing and shall not consume alcohol for either (8) hours or until the driver is advised the District will not require an alcohol test, whichever is the shortest. Failure to comply with these requirements may be deemed a refusal to submit to the testing.

B. If the test is not administered within two (2) hours following the accident, the

District shall prepare and maintain on file, a record stating the reason the test was not promptly administered. If the test is not administered within eight (8) hours following the accident, the District shall cease attempt to administer the test. The District shall prepare and maintain on file a record stating the reasons the test was not administered.

Post Accident Controlled Substance Testing

The District must test the driver for controlled substances within thirty-two (32) hours following an accident. If the District cannot administer the test within thirty-two (32) hours following an accident, attempts to administer the test shall cease. The District shall prepare and maintain on file a record stating the reasons the test was not properly administered.

Nothing in this procedure should be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The results of a breath or blood test for the use of alcohol, or a urine test for the use of controlled substances, conducted by federal, state and/ or local officials having independent authority to conduct the test shall be considered to meet the requirements of this procedure, if the results are released to the District.

A.4

Chain of Possession Procedures

At the time specimens are collected for either reasonable suspicion, D.O.T. examinations or random testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedures are as follows:

- A. For reasonable suspicion testing, blood should be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by air courier or other fastest available method.
- B. Where urine specimens are to be provided, at least sixty (60) ml of specimen shall be collected in total and placed in two (2) self-sealing, screw-capped containers. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has an obligation to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container which is again initialed by the employee and sent via air courier or other fastest available means to the designated testing

laboratory.

In this urine collection procedure, urine shall be obtained directly in a wide-mouthed "clinic" specimen container, which shall remain in full view of the employee until transferred to, and sealed and initialed in, the two (2) tamper-resistant urine bottles in the kit. At the employee's request, the employee may void directly into the two (2) tamper-resistant urine bottles in the kit.

It is recognized that the District has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimens to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory, the District may take disciplinary action based upon properly obtained laboratory results.

A.5 Alcohol and Drug Testing

A. Testing for alcohol shall be done by a breath alcohol technician using an Evidential Breath Testing Device approved by the National Highway Traffic Safety Administration and placed on the "confirming products list of evidential breath testing devices".

B. Blood Sample Kits

The contents of the blood sample kits shall be as follows:

1. Security seals for sealing and initialing each collection container; and nylon-reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.
2. Non-alcohol antiseptic swab (providone-iodine 10%).
3. Holder for evacuated tube and needle.
4. 20 gauge x 1.5 multiple sterile pyrogen-free needle.
5. Two (2) sterile evacuated gray top blood collection tubes containing 100

mg sodium fluoride and 20 mg potassium oxalate. Two (2) sterile evacuated blood collection tubes without anticoagulant, preservative or serum separator (e.g., red top or dark blue top tubes-are optional).

6. Instructions for specimen collection and subject consent form, and chain of possession form.

The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimens before sealing the entire kit. The exterior of the collection kit must then be secured (e.g., by placing the nylon- reinforced shipping seals over the outlined tab areas, or sealing the flaps if so provided). If possible, have the employee initial the "nylon" seals or flaps.

C. Urine Collection Kits

Where the District requires a urine drug screen, the contents of the urine collection kit shall be as follows:

1. Two (2) screw-capped, self-sealing, tamper-resistant urine collection bottles.
2. Security seals for sealing and initialing the urine bottles.
3. Instructions for urine collection.
4. Chain of possession form, with space for listing "current" medication(s)-including prescription and non-prescription (e.g., "over-the-counter") medications.
5. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
6. A self-adhesive mailing label and a separate set of nylon- reinforced shipping seals for re-sealing the transportation container, for use in the event that the second (2nd) part of the urine sample is to be shipped to a different laboratory.

The chain of possession form in the urine collection kit shall be completed by the clinic personnel and returned to the kit before sealing the entire kit. The exterior of the urine collection kit shall then be secured (e.g., by placing the nylon-reinforced shipping seals over the outline tab area or sealing the flaps if so provided). If possible, the employee should initial the "nylon" seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above. Alternatively, the employee to be tested shall be given a random choice of the available kits.

A.6

Laboratory Requirements

A. Urine testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs required by the D.O.T.

B. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

C. Split Sample Procedure

All urine collection and testing will be pursuant to the split sample procedure outlined in D.O.T/FHW regulations. When a test kit is received by a laboratory, one (1) sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The employee will be given two (2) containers for the urine specimen. The two (2) containers must be filled with no less than 60 ml of urine in total and then forwarded to an approved laboratory for testing. If the first (1st) laboratory tests the specimen as positive pursuant to the testing methodology, upon request of the employee within twenty-four (24) hours, the second (2nd) urine specimen will be forwarded by the (1st) laboratory to another independent and unrelated, approved laboratory of the parties' choice for GCMS confirmatory testing of the presence of the drug. In the event the employee is unavailable and cannot be reasonably reached in the twenty-four (24) hour period referred to herein to request the implementation of the split sample testing process, the process will be implemented automatically by the District. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the District for the cost of the second (2nd) confirmation test before entering the rehabilitation program. If an employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to insure payment by the employee. If an employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

D. Laboratory Accreditation

All laboratories used to perform urine testing pursuant to this Agreement will

have to be accredited by the Department of Health and Human Services (DHHS).

A.7 Laboratory Testing Methodology

- A. Screening Test - (initial test) in alcohol testing, it means an analytical procedure to determine whether a driver may have prohibited concentration of alcohol in his or her system.

Confirmation Test - For alcohol testing means a second test, following a screening test that had a result of 0.02 or greater, which provides quantitative data of alcohol concentration.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per two hundred ten (210) liters of breath as indicated by an evidential breath test (EBT).

B. Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography /mass spectrometry GC/MS techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (Subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and GC/MS confirmation test shall be reported as positive.

In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

C. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In reasonable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry.

1. The blood/serum contains at least two (2) and up to five (5) nanograms THC/mL and at least ten (10) nanograms THC metabolites/mL.
2. The blood serum contains at least five (5) or more nanograms THC/mL, regardless of the THC metabolite concentration.
3. The blood/serum contains twenty (20) or more nanograms THC metabolites/mL, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

The MRO or designee will provide verbal communication to the Superintendent or designee within forty-eight (48) hours of confirmed negative drug test results. The MRO will notify the District designee immediately upon verification of positive test results. The MRO or designee will provide written test results to the District within three (3) days of verbal notification.

The BAT will provide the District with verbal notification or a printed certification form indicating negative alcohol test results promptly. The BAT will immediately notify the District with results of 0.02 or greater. Verbal notification of test results will be followed within three (3) days of written confirmation.

D. Prescription and Non-prescription Medications

The employee shall note, on a form furnished by the District the use of any prescription or non-prescription medications before any test is given. The District may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

If an employee is taking a prescription or non-prescription medication in the appropriately described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

A.8 Leave of Absence Prior to Testing

- A. An employee shall be permitted to use accumulated sick leave or to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.
- B. Such leave of absence shall be granted on a one-time basis and shall be for a

maximum of sixty (60) days unless extended by mutual agreement.

C. Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part (I) of this Agreement. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

D. The provisions of this section shall not apply to probationary employees.

A.9 Disciplinary Action Based on Positive Test Results

The District may take disciplinary action based on the test results as follows:

A. Alcohol tests based on reasonable suspicion:

1. Results of alcohol concentration less than 0.02 will be reported to District designee as negative and driver is clear to perform safety-sensitive job functions.
2. If the results of the drivers' alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to drive until the start of the driver's next regularly scheduled duty period, but no less than twenty-four (24) hours following the administration of the test.
3. Results of alcohol concentration of 0.04 or greater, the employee shall be subject to discharge. However, the District shall provide for an evaluation by a substance abuse professional required by D.O.T./FHWA regulations.

B. If a laboratory, following the procedures described in Sections D.5 and D.6, reports that a urine test is positive in a D.O. T .recurrent or random test, the employee shall be subject to discharge (except as provided in Section D.10).

C. If a laboratory, following the procedures described in Section D.5 and D.6, reports that a blood test is positive in a reasonable suspicion test, the employee shall be subject to discharge.

A.10 Return to Employment After A Positive Test In A D.O.T. Recurrent Random Test

A. Any employee testing positive for drugs in a D.O. T .recurrent or random test, thereby subjecting the employee to discipline, shall be granted reinstatement .on a one-time basis if the employee successfully completes a program of evaluation and, if necessary, treatment as approved by the applicable Health and .Welfare Fund. Any cost of rehabilitation, over and above that paid for by the applicable Health and Welfare Fund must be borne by the employee.

B. Upon being reinstated, the employee who tested positive for drugs, as to when the SAP concluded that drug testing was necessary will be subject to three (3) additional tests for drugs without prior notice, with two (2) tests to occur within

six (6) months of the employee's return to employment, and the third (3rd) test to occur within six (6) to twelve (12) months after the employee's return to employment. A driver who tested positive for alcohol, or as to whom the SAP concluded that alcohol testing was necessary shall be subject to six (6) unannounced alcohol tests with the twelve (12) months after returning to employment. A positive test result as set forth in Section D.5 of this Agreement or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

Dated and signed this _____ day of _____ 2003

For the Council

For the District

Date: _____

Date: _____

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BETWEEN
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
NORTHSHORE SCHOOL DISTRICT**

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For the Council:

For the District

Date: _____

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BETWEEN
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2. The parties understand that for this initial hiring of the three foreman positions, Section 15.1.2.2. that provides for a 90 working day trial period for promoted employees shall be understood to read 120 working days,
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For the District

Date: _____

Date: _____

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Date: _____

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