

**Collective Bargaining Agreement**

**between**

**Northshore School District No. 417**

**and**

**Laborers' Union, Local No. 242  
(Representing Grounds Employees)**

**September 1, 2016 through August 31, 2019**

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHSHORE SCHOOL DISTRICT NO. 417  
AND  
LABORERS' UNION, LOCAL NO. 242 (GROUNDS EMPLOYEES)**

EFFECTIVE DATE: SEPTEMBER 1, 2016 - AUGUST 31, 2019

<b>PREAMBLE</b>
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This Agreement is made and entered into by and between Northshore School District #417 (hereinafter designated as the Employer) and Laborers' Union, Local 242 (hereinafter the "Union"), 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 Union shall have the full authority to represent those employees represented under this Agreement for all bargaining and contract maintenance.

<b>1.00</b>	<b>RECOGNITION, EMPLOYEE GROUP RIGHTS &amp; ADMINISTRATION</b>
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**1.1            Recognition**

1.1.1            The Employer recognizes the Union as the P.E.R.C. certified bargaining representative for all full-time and regular part-time employees, excluding supervisors, as defined by P.E.R.C., confidential employees and all other employees of the Employer. The Employer further recognizes the Union to serve as the exclusive bargaining representative on its behalf.

**1.2            Bargaining Status**

1.2.1            The Employer accepts the Union to serve as bargaining agent for the grounds 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 Union 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 Union shall distribute to each employee a copy of this Agreement within thirty (30) days of adoption by the Employer. Five additional copies shall be provided to the Council Union.
- 1.4.3 All employees new to the Employer 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 position.

<b>2.00</b>	<b>DEFINITIONS</b>
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- 2.1 **Employer or District** - Northshore School District #417
- 2.2 **Employee** - All full-time, part-time, (temporary and substitute employees following ninety (90) days of employment), Grounds employees represented by the Union.
- 2.3 **Union - Laborers Union** - Local 242, designated bargaining agent.
- 2.4 **41.56 RCW** - Washington State Bargaining Act for Classified Public Employees.
- 2.5 **P.E.R.C.** - 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 the Article 12, New Employee Probation.
- 2.7 **Substitute** - Persons hired as temporary replacements 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 Employer 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 Days shall mean working days unless otherwise stated.

<b>3.00</b>	<b>BUSINESS</b>
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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 Union 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 the 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. 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 of the Union.

- 3.1.2 The Employer will notify the Union 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 Union shall provide the employee and the Employer with notification in writing of the Union'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 Union.
- 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 Union, whichever shall be the shorter, unless written notice is given by the employee to the Employer, and the Union 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 Union, 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 Union. The employee shall furnish the Union written proof that such payment has been made. If the employee and the Union do not reach agreement on the charitable organization, they shall submit the matter to the P.E.R.C., which body shall designate the charitable organization; the Union shall then notify the Employer of that designation.

3.1.7 Dues deduction may include voluntary contributions to the Political Action Committee as recognized by the Union.

<b>4.00 SEVERABILITY</b>
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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.

<b>5.00 STATUS AND APPLICATION OF THIS AGREEMENT</b>
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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.

<b>6.00 MAINTENANCE OF STANDARDS</b>
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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.

<b>7.00 UNION RIGHTS/MEMBER RIGHTS</b>
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7.1 The Employer agrees to furnish to the Union 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 Union in developing programs on behalf of the employees.

7.2 The Union Representative may have access to all buildings covered by this Agreement to discharge his/her duties as the Union Representative; provided, the office of the Executive 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 Union shall have the right to use District buildings for meetings to transact union business in accordance with District policy, procedures, rules and regulations governing the public use of buildings.

7.4 The Union shall have the right to use the normal District mail facilities for communication with its member.

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 Union 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 Employer, the Employer will give at least seven (7) work days notice in advance to the Union 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 Union for the purpose of attending leadership training sessions and the Union reimburses the Employer for loss of salary.
- 7.9 Shop stewards on behalf of the Union shall have the authority to represent employees in the processing of complaints or grievances as set forth in the grievance procedure. The Employer understands that shop stewards are agents of the Union but that the agents' decisions in resolving grievance matters are subject to Union approval.

<b>8.00</b>	<b>MANAGEMENT RIGHTS</b>
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- 8.1 Except as abridged by specific provisions of this Agreement, the Union recognizes the Employer's right to manage the Employer'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 Rights stated herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement.
- 8.3 The above statement of Management Rights is not intended to be exclusive.

<b>9.00</b>	<b>SUBCONTRACTING</b>
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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 nor contract work for the purpose of reducing the number of full-time regular employees covered by this Agreement.

<b>10.00</b>	<b>WORK WEEK/WORK DAY</b>
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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, the Union 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.
- 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 temporary changes in their shift starting and ending time to their supervisor to facilitate to perform scheduled work when students are not present. 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 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 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 Employer 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 In recognition of expense incurred by the employee due to work related wear and tear on clothing, each employee shall on or before October 1 of each year of the Agreement receive as compensation, subject to withholding, seven hundred dollars (\$700). New employees, once they have completed their probationary period, shall receive the allotment as current employees but prorated for the year from their hire date.

10.4.2.1 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 Employer shall replace the item once confirmed as qualifying for replacement as soon as possible but consistent with the budget year cycle.

10.4.3 The Employer shall furnish other appropriate clothing or safety equipment, such as rubber boots and respirators, when requiring an employee to work in a health and safety hazard situation.

10.4.4 Grounds employees assigned to perform spray/pesticide duties will be supplied all State required equipment for safe and proper application of the specific product. The employee may not apply any product without such required equipment. Training shall be provided to employees assigned to spray/pesticide work details.

After application, the employee will be provided, as a part of his/her workday, a reasonable cleanup or rinse-off time.

- 10.4.5 Employees may request or the Employer may require training in the proper and safe application of specific products and equipment. Such training, when provided, will be at Employer expense. Non-required training will be provided at Employer expense when there is mutual agreement between the employee and the Employer.

<b>11.00</b>	<b>PERSONNEL FILES</b>
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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 Employer and to attach his/her 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 their knowledge. Such notices shall be removed from an employee's personnel file three (3) years from date of notice. The Employer may review the removal of notices after eighteen (18) months of placement if requested by the employee.

<b>12.00</b>	<b>NEW EMPLOYEE PROBATION</b>
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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.

<b>13.00</b>	<b>NON-DISCRIMINATION AND CITIZENSHIP RIGHTS</b>
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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.

<b>14.00</b>	<b>PLACEMENT AND EVALUATION</b>
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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 Resource 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.

<b>15.00</b>	<b>CHANGE OF STATUS</b>
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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 other than the initial assignment.
  - 15.1.1.5 **Promotion** - Promotion shall mean an assignment of an employee to a position in the unit, 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 Employer to be available.
- 15.1.2 Seniority shall govern in all layoffs, recalls, and vacation schedules of employees covered by this Agreement.

- 15.1.2.1 Employees shall be considered for vacant bargaining unit positions before individuals not under the employment with the Employer (see 15.1.6). The Employer shall determine an individual's qualifications using the following two factors: Job factors and Applicant factors. Job factors shall include consideration of those elements posted on the job posting 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 Employer to equally possess the qualifications for the job, then the employee with the greater seniority shall be granted the promotion or transfer.
- 15.1.2.2 In the event of a promotion, the employee shall be given a trial period of 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.
- 15.1.3 A senior employee who is passed over for the promotion, or returned to a former or a comparable position, will receive written notification of the reasons for such action upon request.
- 15.1.4 **Application Procedure** - Employees wishing to apply for any posted vacancies shall make application by returning it to the Human Resource office, as provided for in the posting. The employee's application shall set forth his/her reasons for applying and set forth his/her qualifications.
- 15.1.5 Vacancies in all positions, or newly created positions, except as provided in Section 15.1.6, including supervisory positions, shall be posted and qualified members of the bargaining unit will be given the opportunity to be interviewed first for such openings before new applicants are interviewed, provided the employee bids on the vacancy within five (5) days of posting the vacancy. Disputes regarding the Employer's choice for exempt, supervisory positions shall not be subject to the provisions of Article 29, Grievance Procedure.
- 15.1.6 Positions vacated due to an incomplete trial period need not be advertised.
- 15.2 **Layoff and Recall**
- 15.2.1 The Employer has the legal responsibility to establish the educational programs, services, and staff in accordance with the Employer's basic educational goals and program continuity consistent with the financial resources available.
- 15.2.2 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.
- 15.2.3 Layoffs will occur in reverse order of seniority within the following classifications:

- A) Grounds Employee, which shall include Grounds, Grounds with Spray Certificate,
- B) Grounds – Lead, and
- C) Heavy Equipment Operator, which shall include Heavy Equipment Operator and Heavy Equipment Operator with Spray Certificate.

- 15.2.4 An employee whose position has been eliminated in one of the classifications listed in Section 15.2.3 may exercise his/her right to bump into a previously held classification provided he/she has more seniority than the least senior employee in that classification.
- 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 layoff.
- 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 Employer they are no longer available for re-employment. The Employer 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 Employer 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 Employer'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 Employer 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 Employer 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 Employer 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. Any temporary reassignment of an employee to cover the Garbage/Sludge Driver or the Heavy Equipment Operator position shall receive the high classification rate of pay the first day for each hour worked in the higher classification. If an employee is temporarily reassigned as a Heavy Equipment Operator, the employee will maintain their longevity and Spray Certificate while assigned to the temporary position.

<b>16.00</b>	<b>TERMINATION OF EMPLOYMENT/DUE PROCESS</b>
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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 Employer agrees to follow a policy of progressive discipline with termination as a final and last resort. The Employer 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 Union shall promptly be notified by the Employer of any disciplinary actions taken against any employee. The Union 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:

- A) Gross insubordination;
- B) Proven dishonesty; intoxication or substance abuse related to employment;
- C) Immorality; excessive chargeable accidents, or a single chargeable severe accident;
- D) An employment related incident involving a violation of the law concerning firearms, weapons and other dangerous instruments;
- E) Reckless or unauthorized use of Employer vehicles; and/or
- F) Other types of conduct of a parallel magnitude.

The Employer shall notify the Union 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 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 Union within ten (10) days after the occurrence of the violation claimed by the Employer.

Complaints or warnings not called to the attention of the Employee or Council, as stated above, shall not be used as the basis for disciplinary action against the employee.

**17.00 EMPLOYEE PROTECTION**

- 17.1 The Employer 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 Employer.
- 17.2 The Employer shall to the extent of funds available through Employer insurance programs, reimburse employees for replacement of equipment damaged, destroyed, or stolen on or from Employer premises when the Employer 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 Employer 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 Employer shall provide regularly scheduled maintenance checks for all vehicles operated by its employees.
- 17.5 The Union will, through its representative, participate in the Employer's Safety Committee. This committee is a multi-bargaining unit committee.

**18.00 HOLIDAYS AND VACATIONS**

- 18.1 **Holidays**
- 18.1.1 Regular employees shall be granted the following thirteen (13) paid holidays:
  - New Year's Day and 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 and the day before or after Independence Day
  - Thanksgiving Day and the day after Thanksgiving Day
  - Labor Day
  - Christmas Day and the day before or after Christmas



- 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 of employment	10 days paid vacation
4 through 6 years of employment	15 days paid vacation
7 through 14 years of employment	20 days paid vacation
15 through 19 years of employment	21 days paid vacation
20 through 24 years of employment	22 days paid vacation
25 or more years of employment	24 days paid vacation

- 18.2.2 Any employee entering or leaving the employment of the Employer 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 Employer. 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.

- 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 Executive Director of Support Services. 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 Employer and the employee.

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

<b>20.00</b>	<b>LEAVES, INJURY AND EMERGENCY LEAVE</b>
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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 Employer may require an employee using illness or injury leave to provide the Employer with a physician's certificate or other similar verification stating that such leave was taken for medical reasons. Failure upon demand to provide the Employer 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.

<b>21.00</b>	<b>PERSONAL LEAVE</b>
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- 21.1 The Employer shall grant each employee two (2) days per year of personal leave with pay, accumulative up to six (6) 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.
- 21.4.1.1 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. An employee may also use personal leave for such purposes.
- 21.5 Each July, employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employees provides written notice to the Payroll Office by July 15 of his or her intent to convert his or her accumulated personal leave to monetary compensation.
- 21.6 For eligible employees electing monetary compensation, the personal leave balance of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee's current per diem rate of pay.
- 21.7 The per diem rate of pay shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays and paid vacation days and 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.

- 21.8 All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.
- 21.9 PERS Plan 1 members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under PERS Plan 1 received personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the Employer shall deduct the amount from the employee's final pay.
- 21.10 The estate of an eligible deceased employee shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the deceased employee's current per diem rate of pay, consistent with Section 21.6 above.

<b>22.00</b>	<b>BEREAVEMENT LEAVE</b>
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- 22.1 Each employee shall be allowed paid bereavement leave to make arrangements for and/or attend a funeral according to the following schedule:
- 22.1.1 Five (5) days for the death of the employee's mother, father, spouse, child, brother, sister, or others living in the same immediate household.
- 22.1.2 Three (3) days for the death of the employee's brother/sister-in-law, father/mother-in-law, son/daughter-in-law, grandparent and grandchild.
- 22.1.3 One (1) day annually to attend any other funeral.
- 22.2 This bereavement leave is not deducted from sick leave and is not accumulative.
- 22.3 In certain cases, bereavement leave may be extended with emergency leave as described, personal leave and/or vacation days upon approval from the appropriate supervisor.

<b>23.00</b>	<b>GENERAL LEAVE</b>
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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 Employer 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 insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

<b>24.00</b>	<b>LEGAL, MILITARY SERVICE AND JURY DUTY LEAVE</b>
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- 24.1 **Jury Duty** - The District shall grant leave with pay to for jury duty. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
  - 24.1.1 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.
- 24.2 **Legal** - The District shall grant leave with pay employees who are subpoenaed to appear in a court of law when the employee is not the plaintiff or the defendant in said lawsuit. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 24.3 Employees shall notify his/her immediate supervisor and the Director of Human Resources as soon as possible upon receiving notice of subpoena or jury duty to

arrange for such absence.

- 24.4 **Military Service** - The District shall grant leave for employees who are called to active military duty or active duty training, consistent with Board policy, state and federal law.

<b>25.00</b>	<b>CHILDBIRTH/CHILDREARING/ADOPTION LEAVE</b>
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- 25.1 Employees shall be granted leave without pay for the purposes of childbirth and/or childrearing 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 childrearing 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 insurance benefits at the group rate while on leave at the employee's own expense as allowed by the insurance carrier.

<b>26.00</b>	<b>COMPENSATION</b>
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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 Appendices A and A-1 and 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 (other than an apprentice) shall be eligible for journeyman salary as stipulated in Appendix A and A-1 upon hire.

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

26.2.4 Upon an employee's separation from employment, the employee's final paycheck will be automatically deposited into the account on record with payroll. The employee will have access to the Employer's on-line system for viewing employee pay until the date of the final deposit.

26.2.5 It is the intent of the Employer that any error in an employee's paycheck shall be corrected by the Employer within a reasonable period of time and not later than the fifteenth (15<sup>th</sup>) of the month or the next regular payroll, whichever is sooner, from the time the error was brought to the Employer's attention.

26.3 **Salary Adjustment**

26.3.1 By June 30, 2017, the District shall conduct a total compensation survey of the following school districts: Bellevue, Edmonds, Everett, Federal Way, Issaquah, Kent, Lake Washington, Seattle and Shoreline. Total compensation shall include 2016-17 annual base salary plus longevity pay, spray stipend, and clothing allowance. If the total annual compensation for Grounds III with Spray Certificate is below the average annual compensation for similar positions in the comparison districts, the 2017-18 rates of pay contained in Appendix A-1 shall be adjusted upward to reflect that figure effective September 1, 2017. In addition, the 2017-18 rates contained in Appendix A-1 shall be increased effective September 1, 2017 by the percentage, if any, enacted by the Washington State Legislature for a K-12 Cost of Living Adjustment for classified staff for 2017-18.

<b>27.00</b>	<b>ATTENDANCE INCENTIVE PROCEDURES</b>
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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.

<b>28.00</b>	<b>INSERVICE TRAINING</b>
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28.1 In-service training may be offered by the Employer to employees of the bargaining unit to enable them to improve their abilities, skills, and job related interests.

28.2 A Employer and Union Committee will mutually plan staff development activities when necessary. The Committee will consist of the Department Supervisor, Director of Human Resources and two (2) Union designees.

<b>29.00</b>	<b>GRIEVANCE PROCEDURE</b>
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29.1 **Scope** - 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** - A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

29.3 **Procedure** - An employee or the Business Representative of the Union 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 Business Representative of the Union.

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 the Executive Director of Support Services. The written statement should include:

- A) The nature of the grievance,
- B) The section(s) alleged to have been violated,
- C) The recommended solution to the grievance.



Within ten (10) days of receipt of the written grievance, the Executive Director of Support Services shall communicate a written response to the aggrieved and the Union.

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.

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 Employer 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 Employer 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) (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 Representative is free to arbitrate the grievance, provided he/she advises the Employer 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 Employer and the Union 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 Employer 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.

<b>30.00</b>	<b>HEALTH AND WELFARE-GROUP INSURANCE PROGRAMS</b>
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30.1 The District agrees to make available to eligible employees (employed four (4) hours or more per day), the following insurance programs and provide as of January 1 of each year, an insurance benefit amount equivalent to the amount provided by the State for K-12 classified employees 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 plans’ coverage, including exclusions, limitations, and procedures, will be included in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available upon request. The District shall make contributions toward dental insurance premiums for eligible employees for the following programs:

A) Northshore Dental Plan – administered by Zenith American Solutions

B) Willamette Dental Plan – administered by Willamette Dental of Washington

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 which will be available on the District website. Copies will be available upon request.

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

Employees shall have the option to double or triple the amount of basic life insurance coverage by the employees’ base 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.

30.6.1 **Cancer Insurance** - The District agrees to make available at employee expense the American Fidelity Assurance Company cancer 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 – Choice Plan.
- B) Northshore Regence Blue Shield – Standard Plan.
- C) Northshore Regence Blue Shield –Value Plan.
- D) Northshore Regence Blue Shield – High Deductible Plan.
- E) 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:

- A) 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.
- B) 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.
- C) 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. Additionally, for these employees the state mandated “out-of-pocket” monthly deductions will also be deposited into this pool.

D) 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. The estimated employee deduction and pool share shall be adjusted annually 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, and deposit directly with the Inspirus Credit Union or Mountain Crest 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 or 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 1 and ending September 30, although the premium and benefit amount shall be adjusted each December for a January 1 through December 31 annual period.

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 15<sup>th</sup> and enrollment is accomplished prior to the 15<sup>th</sup>. Employees who begin work after the 15<sup>th</sup> of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.

- 30.14 **Terminating Employee Coverage** - If an employee terminates his/her employment prior to the end of the school year, 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.400.250 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 salary 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 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 **Health Reimbursement Plan (VEBA)** - The District and Association will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.
- 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 salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.
- 30.19 **Health Savings Account (HSA)** – The District shall establish a Health Savings Account plan providing for pre-tax payroll deductions by the employee which conforms to the Internal Revenue Service Code for employees who qualify for, and are enrolled in, a Qualified High Deductible Health Plan (HDHP). All contributions are owned by the employee can be rolled over and accumulated year to year.

<b>31.00</b>	<b>WORK STOPPAGE</b>
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31.1        **Strikes**

31.1.1        The Union 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.

<b>32.00</b>	<b>DURATION OF AGREEMENT</b>
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32.1        This Collective Bargaining Agreement shall become effective September 1, 2016, and shall continue in effect until August 31, 2019.

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.

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHSHORE SCHOOL DISTRICT NO. 417  
AND  
LABORERS' UNION, LOCAL NO. 242 – GROUNDS EMPLOYEES  
2016 – 2019**

**SIGNATURE PAGE**

For the Union:

\_\_\_\_\_  
Russell Robinson, Business Agent

\_\_\_\_\_  
Date

For the District:

\_\_\_\_\_  
Doug Hale, Director of Human Resources

\_\_\_\_\_  
Dr. Michelle Reid, Superintendent

\_\_\_\_\_  
Date



<b>APPENDIX A</b>	<b>SALARY SCHEDULE</b>
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**GROUNDS - Laborers' Union  
NORTHSHORE SCHOOL DISTRICT NO. 417  
2016-2017**

**Schedule 82**

Effective September 01, 2016

	<b>Step 01</b>	
	Annually	Monthly
Grounds I (0 to 2 years)	48,376	4,031.31
Grounds II (3 to 15 years)	49,343	4,111.92
Grounds III (16 or more years)	50,330	4,194.17
Grounds I with Spray Certificate	49,746	4,145.50
Grounds II with Spray Certificate	50,713	4,226.08
Grounds III with Spray Certificate	51,700	4,308.33
Heavy Equipment Operator I	50,794	4,232.83
Heavy Equipment Operator II	51,810	4,317.50
Heavy Equipment Operator III	52,847	4,403.92
Heavy Equipment Operator I with Spray Certificate	52,164	4,347.00
Heavy Equipment Operator II with Spray Certificate	53,180	4,431.67
Heavy Equipment Operator III with Spray Certificate	54,217	4,518.08
Grounds I - Foreman	59,989	4,999.05
Grounds II - Foreman	61,157	5,096.42
Grounds III - Foreman	62,350	5,195.80

Approved by the Board of Directors on: November 8, 2016

<b>APPENDIX A-1 SALARY SCHEDULE</b>
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**GROUNDS - Laborers' Union  
NORTHSHORE SCHOOL DISTRICT NO. 417  
2017-2018**

*Initial Salary Schedule*

**Schedule 82**

Effective September 01, 2017

	<b>Step 01</b>	
	Annually	Monthly
Grounds I (0 to 2 years)	49,827	4,152.27
Grounds II (3 to 15 years)	50,824	4,235.33
Grounds III (16 or more years)	51,840	4,320.00
Grounds I with Spray Certificate	51,197	4,266.42
Grounds II with Spray Certificate	52,194	4,349.50
Grounds III with Spray Certificate	53,210	4,434.17
Heavy Equipment Operator I	52,319	4,359.92
Heavy Equipment Operator II	53,365	4,447.08
Heavy Equipment Operator III	54,432	4,536.00
Heavy Equipment Operator I with Spray Certificate	53,689	4,474.08
Heavy Equipment Operator II with Spray Certificate	54,735	4,561.25
Heavy Equipment Operator III with Spray Certificate	55,802	4,650.17
Grounds I - Foreman	61,742	5,145.20
Grounds II - Foreman	62,945	5,245.44
Grounds III - Foreman	64,172	5,347.69

Approved by the Board of Directors on: **November 8, 2016**

<b>APPENDIX A-2      SALARY SCHEDULE</b>
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**GROUND S - Laborers' Union**  
**NORTHSHORE SCHOOL DISTRICT NO. 417**  
**2018-2019**  
Initial Salary Schedule

**Schedule 82**

Effective September 01, 2018

	<b>Step 01</b>	
	Annually	Monthly
Grounds I (0 to 2 years)	51,322	4,276.82
Grounds II (3 to 15 years)	52,348	4,362.33
Grounds III (16 or more years)	53,395	4,449.58
Grounds I with Spray Certificate	52,692	4,391.00
Grounds II with Spray Certificate	53,718	4,476.50
Grounds III with Spray Certificate	54,765	4,563.75
Heavy Equipment Operator I	53,888	4,490.67
Heavy Equipment Operator II	54,965	4,580.42
Heavy Equipment Operator III	56,065	4,672.08
Heavy Equipment Operator I with Spray Certificate	55,258	4,604.83
Heavy Equipment Operator II with Spray Certificate	56,335	4,694.58
Heavy Equipment Operator III with Spray Certificate	57,435	4,786.25
Grounds I - Foreman	63,547	5,295.56
Grounds II - Foreman	64,785	5,398.77
Grounds III - Foreman	66,050	5,504.19

Approved by the Board of Directors on: November 8, 2016

## **SECTION I - Employee Attendance Incentive Program Procedures - Attendance**

### **1.      Accumulation of Illness, Injury and Emergency**

- A) Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days and may be taken at any time during the 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 Employer;
- C) Any leave for injury or illness accumulated up to a maximum of forty-five 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 each 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 (1) 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 the last workday in January of his or her intent to convert his or her excess illness or injury leave to monetary compensation.
- C) The number of illness, injury or emergency 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
  - (1) Taking the number of illness, injury, or emergency 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;
  - (3) The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.
- D) Illness, injury, or emergency 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 current, full-time daily rate of compensation for each full day of eligible illness, injury or emergency 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, injury or emergency leave shall be converted on a pro rata basis;
  - G) All illness, injury, emergency 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, Injury, Emergency Leave Upon Separation from Employment due to Retirement or Death**

Each person who is employed by the Employer and who subsequently terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused illness or injury leave days to monetary compensation pursuant to RCW 28A.400.210.

4. **Post-Retirement Considerations**

It is noted herein, with reference to RCW 28A.400.210 that:

- A) In lieu of remuneration for unused leave for illness and injury as provided in this section, a school district board of directors may, with equivalent funds, provide eligible employees post-retirement medical benefits;
- B) Moneys or post-retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

## **SECTION II - Employee Attendance Incentive Program Procedures - Personal Leave**

### **1. Accumulation of Personal Leave**

- A) Personal leave for personal matters or to attend work related conferences or workshops as described in Article 21 shall accumulate from year to year up to six days. For the purposes of this section, “days” are based on the employee’s prorated work day.

### **2. Annual Conversion of Personal Leave**

- A) Each July employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of his or her intent to convert his or her accumulated personal leave to monetary compensation;
- B) For eligible employees electing monetary compensation, the personal leave balance as of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee’s current per diem of pay;
- C) The per diem rate of pay shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays and paid vacation days and 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;
- D) All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee’s accumulated personal leave balance;
- E) PERS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under PERS Plan I received personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the Employer shall deduct the amount from the employee’s final pay.

### **3. Conversion of Personal Leave Upon Death**

- A) The estate of the eligible deceased staff member shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the employee’s current per diem rate of pay consistent with Section 2.B above.

**APPENDIX C EMPLOYEE EVALUATION FORM**

**NORTSHORE SCHOOL DISTRICT  
Maintenance, Grounds, Warehouse Employee Evaluation**

Employee Name	_____			<b>Often Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>Improvement Needed</b>	<b>Unsatisfactory</b>
Evaluation Period	_____						
	(from)		(to)				
Employee Status	<input type="checkbox"/> Annual <input type="checkbox"/> Probation <input type="checkbox"/> Other <input type="checkbox"/> 30-day (optional) <input type="checkbox"/> 90-day						
School/Department	_____ Job Title _____						

1. Possesses knowledge of work				
2. Shows accuracy and thoroughness of work				
3. Meets assigned job responsibilities				
4. Follows directions				
5. Adapts to new and changing conditions				
6. Recognizes needs and acts appropriately without direction				
7. Makes appropriate decisions				
8. Operates and cares for equipment appropriately				
9. Arrives to and departs from work on time				
10. Uses leave appropriately (attendance)				
11. Presents appropriate appearance				
12. Gets along well with others				
13. Plans and organizes work efficiently				
14. Communicates effectively				
15. Follows proper security procedures				

Evaluator's Summary Statement (attach additional pages if needed)

Employee: I certify this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Evaluator Signature

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between**  
**NORTHSHORE SCHOOL DISTRICT**  
**and**  
**LABORERS' UNION, LOCAL NO. 242**

This Letter of Agreement is hereby supplemental to the 2016-2019 Collective Bargaining Agreement by and between Northshore School District No. 417, hereinafter referred to as the Employer, and Laborers' Union, Local 242, hereinafter referred to as the Union.

**Alcohol and Drug Use**

- A. While abuse of alcohol and drugs among our members is the exception rather than the rule, the Employer 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/Employer 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:

A.1 **Uniform Testing Procedure**

In cases in which an employee is acting in an abnormal manner and a supervisor has probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a 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 Employer. Probable suspicion means suspicion based on specific personal observations that the Employer 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 probable and thus not a basis for testing if it is based solely on third party observation and reports. If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and release the results of the laboratory testing to his Employer, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen shall constitute a presumption of intoxication and the employee shall 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 one (1) hour), the



Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

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

In the event the Employer alleges only that the employee is intoxicated on alcohol a clinically recognized breathalyzer test for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. 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 Employer 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.

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.

Urine specimens must be analyzed pursuant to the methodology described in this Agreement. Urine drug screens performed in a D.O.T. recurrent examination shall be pursuant to D.O.T. regulations.

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 Employer 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 Employer 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 Employer shall cease attempts to administer the test. The Employer shall prepare and maintain on file a record stating the reasons the test was not administered.

### **Post Accident Controlled Substance Testing**

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

A.4

### **Chain of Possession Procedures**

At the time specimens are collected for either, probable suspicion, D.O.T examination 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:

- (1) For probable 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.
- (2) Where urine specimens are to be provided, at least sixty (60) milliliter (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 Employer 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 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 alteration 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 recognized 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 Employer may take disciplinary action based upon properly obtained laboratory results.

#### A.5

##### **Drug Testing Kits**

###### (1) Blood Sample Kits

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

- (a) 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.
- (b) Non-alcohol antiseptic swab (povidone-iodine 10%).
- (c) Holder for evacuated tube and needle.
- (d) 20 gauge x 1.5" multiple sterile pyrogen-free needle.
- (e) 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., Redtop or Dark Blue top tubes - are optional.)

- (f) 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 table areas or sealing the flaps if so provided). If possible, have the employee initial the "nylon" seals or flaps.

## (2) Urine Collection Kits

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

- (a) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles.
- (b) Security seals for sealing and initialing the urine bottles.
- (c) Instructions for urine collection.
- (d) Chain of possession form, with space for listing current medication(s) - including prescription and on-prescription (e.g., "over-the-counter") medications.
- (e) Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
- (f) 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 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 would 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 kits.

A.6

**Laboratory Requirements**

(1) Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed by D.O.T. regulations employing the test methodologies and cutoff levels specified.

(2) 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.

(3) Split Sample Procedure

There shall be an optional split sample procedure available to employees in D.O.T recurrent or random testing. 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 shall 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 laboratory tests the specimen as positive pursuant to the testing methodology, upon request of the employee within twenty-four (24) hours, the second urine specimen will be forwarded by the first laboratory to another independent and unrelated, approved laboratory of the parties' choice of GC/MS 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 Employer. If the second test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second confirmation test before entering the rehabilitation program. If an employee chooses to have the second sample analyzed, he shall at that time execute a special check-off authorization form to insure payment by the Employer. If an employee chooses the optional split sample procedure, disciplinary action can only take place after the first laboratory reports a positive finding and the second laboratory confirms the presence of the drug. However, the employee may be taken out of service once the

first laboratory reports a positive finding while the second test is being performed. If the second laboratory report is negative, the employee shall be reimbursed for the cost of the second 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 Supplements are waived.

(4) Laboratory Accreditation

All laboratories used to perform urine testing pursuant to this Agreement will have to be accredited by the National Institute on Drug Abuse (NIDA).

A.7

**Laboratory Testing Methodology**

(1) 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 where 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 amendment 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.

(2) Blood Testing

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

In probable 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.

- (a) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least one (1) nanograms THC metabolites/ml.
- (b) The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.
- (c) 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.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

(3) Prescription and Non-prescription Medications

The employee shall note, on a form furnished by the Employer, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that the 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 shall not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject to the employee to discipline.

A.8

**Leave of Absence Prior to Testing**

- (1) 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.

- (2) 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.
- (3) 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 of this Agreement. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.
- (4) The provision of this section shall not apply to probationary employees.

A.9

**Disciplinary Action Based on Positive Test Results**

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

- (1) If a laboratory reports that urine test is positive in a D.O.T. recurrent or random test, the employee shall be subject to discharge (except as provided in this Agreement).
- (2) If a laboratory reports that a blood test is positive in a probable suspicion test, the employee shall be subject to discharge.
- (3) If test results show a blood alcohol concentration equal to or above the level for alcohol intoxication, the employee shall be subject to discharge.

A.10

**Return to Employment After a Positive Test in a D.O.T. Recurrent or Random Test**

- (1) 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.
- (2) Upon being reinstated, the employee 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 test to occur within six (6) to twelve (12) months after the employee's return to employment. A positive test result as set forth in this Agreement or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.