

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**ABERDEEN SCHOOL DISTRICT NO. 5**

**and the**

**WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES  
CHAPTER OF FOOD SERVICES AND  
TRANSPORTATION  
AFSCME LOCAL 275**

**SEPTEMBER 1, 2022 TO AUGUST 31, 2026**

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**PURPOSE OF THIS AGREEMENT**

The general purpose of this Agreement, which is in the mutual interest of the Directors of the Aberdeen School District No. 5 and the classified employees of the departments hereinafter mentioned, is to create harmony and improve the working relations between Management and Labor, and to provide the instrument for the conduct of mutual good faith collective bargaining.

It is the further purpose of this Agreement to specifically provide rules and procedures for collective bargaining and conflict resolution, and to enumerate the conditions of employment.

The Washington State Council of County and City Employees and the AFSCME Local No. 275, American Federation of State, County and Municipal Employees (the Union) is the sole bargaining agent for the classified personnel of the departments hereinafter mentioned of the Aberdeen School District No. 5 (the District).

Any Addendum to this Agreement shall become effective only when signed by designated representatives of the Union and the District.

**ARTICLE 1 - ADMINISTRATION**

**SECTION 1 - MEMBERSHIP.** Employees of the following departments are subject to the provisions of this Agreement:

- A. Food Services - regular full-time and regular part-time employees
- B. Transportation - regular full-time and regular part-time employees.

Employees working fewer than three and one-half (3.5) hours per day shall have the rights and privileges of the language in this Agreement, but not the health benefit package.

Supervisory or managerial personnel who are employed in the above-named departments are not subject to the provisions of the Agreement.

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

For current Union members and those who choose to join the union, the District shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The District shall honor the terms and conditions of each employee's Authorization for Payroll Deduction, which are valid whether executed in writing or electronically.

## AFSCME Local 275 Food & Transportation

The Chapter Chair or designee shall provide a copy of the Authorization for Payroll Deduction and Representation card (Union card) to new employees at the New Member Orientation, per Section 2 of this Article.

On a monthly basis the District shall submit an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com that they have received. The District shall maintain its copies of Union cards in a secure location that is available to the Union upon request with reasonable notice.

The Union shall indemnify the District and hold the District harmless from any and all claims against the District arising out of administration of this article so long as the District complies with the article.

### SECTION 2 - ADMINISTERING THE CONTRACT

The Superintendent or designee, Human Resources Director, Food Service Manager, Transportation Manager, Superintendent Executive Assistant and the Finance Director shall attend as representatives of the District. The Union Chapter President, the Food Service Shop Steward, the Transportation Shop Steward and the Union Staff Representative shall attend as representatives of the Union. Contract Administration meetings will be scheduled as needed to discuss the orderly monitoring of this Contract. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time. By mutual agreement of the parties, the number of representatives may be changed.

SECTION 3 - APPLICATION OF CONTRACT. All provisions of this contract shall be fairly and equitably applied to all bargaining unit employees.

### SECTION 4 – NEW EMPLOYEE ORIENTATION

The District agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees within the first week of hire. A Union official shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance. The Union shall furnish all newly hired employees with a copy of the current Union Agreement.

### ARTICLE 2 - MANAGEMENT RIGHTS

The customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, are the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for cause; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain

efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

The right to make reasonable regulations shall be considered an acknowledged function of the District. In making regulations relating to matters of working conditions, the District shall give consideration to the legal rights of the employee and, when possible, will advise the Union in advance of changes to existing regulations. The District retains and reserves all powers, rights, authority, duties, and responsibilities conferred by law and the regulations of the Washington Administrative Code.

### **ARTICLE 3 - CONFLICT RESOLUTION**

**DEFINITION.** A grievance is a claim filed by a member or members of the bargaining unit alleging that the District has violated, misinterpreted, unfairly applied or not applied any provision of this Agreement which affects said employee(s).

Time limits may be extended by mutual consent. "Working days" shall be defined as those days worked by the employees in the bargaining unit.

This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance channels. In fact, it is encouraged that effort will be made to resolve grievances before they are formally filed and to resolve the grievance at the lowest level possible.

**STEP ONE.** Should an employee feel their rights and privileges under this agreement have been violated, the employee shall consult with the Union Steward. The aggrieved employee and the Union Steward shall within ten (10) working days after the date the grievance occurred or became known, present the facts in writing to the appropriate Supervisor, the statement of the grievance containing the following:

- A. The facts on which the grievance is based.
- B. A reference to the provision in the Agreement which have been allegedly violated;
- C. The date this matter was discussed with the supervisor/building administrator; and
- D. The remedy sought.

Within ten (10) working days thereafter, an answer shall be submitted to the Union Shop Steward and the aggrieved employee in writing.

**STEP TWO.** If the grievance is not resolved to the employee's satisfaction at Step-One with the supervisor, the employee shall submit the written statement of grievance to the office of the Superintendent within five (5) days of receiving the Step-One response. The Superintendent or their designee will have five (5) working days from the submission of

the written statement to meet with the employee, or to set a mutually agreeable meeting date.

The decision of the Superintendent or their designee will be presented in writing to the employee and the Union within five (5) working days following the meeting.

**STEP THREE.** If the grievance is not resolved at Step Two, the Union may refer the grievance to arbitration by requesting an arbitrator from the Washington State Public Employment Relations Commission for a list of eleven (11) arbitrators. The parties will attempt to agree upon an arbitrator from this list. If they cannot agree within five (5) calendar days from receiving the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains and this person shall be the arbitrator. Referral to arbitration must be made within twenty (20) working days after the decision in Step Two and will be accompanied with the following information:

- A. Nature of dispute
- B. Section(s) violated
- C. Remedy sought

In any arbitration proceeding held pursuant to this Agreement:

- A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union and the employee involved.
- C. The cost of the arbitration shall be borne equally by the parties. Each party shall bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as possible after the case is heard by the arbitrator.

#### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

**SECTION 1 - WORK WEEK.** The work week shall consist of five (5) consecutive days of eight (8) hours or less which are followed by two (2) consecutive days of rest.

**SECTION 2 - WORK DAY.** The regularly scheduled hours of work vary from department to department. However, if the job to be performed requires the employee to return to the work site, the minimum pay shall be one (1) hour provided the employee is notified before leaving the work site. If not notified, the employee shall be compensated under Section 10. Callout.

SECTION 3 - WORK TIMES. Each work assignment will have regular starting times (the same time each day) and ending times with a regularly scheduled lunch period. Employees are entitled to a paid fifteen (15) minute rest break for each 4 hours they work. In the event the District finds it necessary to adjust the assigned shift or work hours, the employee shall have at least five (5) working days notice in writing of the change. The notice requirement may be waived by mutual agreement.

SECTION 4 - EMPLOYEE ASSURANCE. The employees assure the District that they will report for work regularly during the normal work week, unless illness or circumstances beyond their control prevent their working.

SECTION 5 - TRANSPORTATION. Bus drivers shall be paid at the regular hourly driving rate for all hours involved in a bus trip, including lay-over time. Within the parameters of the Federal Fair Labor Standards Act, drivers will forego overtime pay on trips if total driving and layover hours exceed eight (8) hours. Drivers will still be compensated for those hours exceeding eight (8), but at the regular rate of pay, not at the overtime rate of pay. The District will pay time and one-half for all hours in excess of forty (40) hours per week. This agreement modifying the overtime pay requirements applies only to bus drivers and then only to extra trip driving and lay-over time. For weekend assignments, drivers agree to accept their regular rate of pay for the first eight (8) hours. They will be paid overtime for all hours after the first eight (8) on a weekend shift if they have not reached the forty (40) hour threshold for the work week.

All time worked in excess of eight (8) hours daily must be approved in advance by the supervisor.

If a bus trip requires that a driver must spend a night away from home, sleeping time (when the driver goes to his/her motel until 8:00 a.m. or when the trip begins the next day, whichever is earlier) shall not be included as driving or lay-over time provided that management pays the reasonable expense of the driver's hotel or motel room and meals. The driver on an overnight trip will be paid a minimum of eight (8) hours per day or actual work time which ever is longer. The District will make certain a driver has a credit card(s) for the purpose of fueling.

Home to School Assignments only:

The goal of the District is to equalize routes to the extent that all drivers are assigned a minimum of four (4) hours a day. Regular and Special Ed. mid-day routes will be offered to drivers in order of seniority. It is the District's intent to keep the most senior person's hours as close to forty (40) hours as possible, if the hours are available. All other hours will be staggered by seniority, and will be assigned to maintain the base times of the drivers in seniority order if the hours are available.

A fifteen (15) minute pre and a fifteen (15) minute post inspection for each bus used during a day shall be paid time, provided that a post/pre trip inspection is required.

SECTION 6 - OVERTIME PAY - FOOD SERVICE. Overtime pay at one and one-half (1-½) times the base hourly rate shall be paid for all time worked in excess of an eight (8) hour shift or a forty (40) hour week. Overtime pay at one and one-half (1-½) times the base hourly rate shall be allowed for all time worked on Saturday and Sunday.

SECTION 7 - FOOD SERVICE. Cooks will be allowed up to thirty (30) minutes per week, in addition to their regularly scheduled time, to complete required bookkeeping tasks.

SECTION 8 – FOOD SERVICES WORKERS who are promoted to the position of Cook shall be placed at the step in the range for Cooks that provides at least a five percent (5%) increase in pay.

SECTION 9 – TEMPORARY FLEX TIME. Adjustments in the regular working hours of an employee for the convenience of an employee and the District shall not be construed to be in conflict with the provisions of this Agreement as long as mutually agreed upon by both parties.

SECTION 10 - CALL OUT. If an employee is called out by the supervisor or designee, the employee will receive remuneration for a minimum of two (2) hours at the prevailing rate of pay. (For example, if an employee is called out after having left the regular shift work site to perform any duties that require one hour and twenty minutes, the employee will be paid for two (2) hours' work.) If the employee is notified of the job to be performed later before he/she leaves the work site, this Section does not apply. (Refer to Section 2., Workday)

SECTION 11 - MONTHLY PAYMENT. School year employees shall be paid as follows: the total estimated salary shall be divided equally over twelve (12) months and paid on the last working day of September through August.

The employee's salary shall be adjusted monthly for time loss without pay and overtime work authorized by the District on a timesheet-to-timesheet basis.

New employees are required to complete the automatic payroll deposit form and receive their monthly payment by direct deposit.

SECTION 12 - WORK AT HOME. No employee will be required to take work home. Employees who are authorized to take work home will be compensated a minimum of one (1) hour's pay per week at their normal rate of pay.

SECTION 13- SCHOOL CLOSURE. In the event of an unscheduled school closure due to inclement weather or inoperation, the District will notify employees by phone or radio announcement. If the employee is notified by phone or radio announcement this constitutes valid notification. In the event the employee was not notified prior to leaving for work and arrives at the work site, he/she will be compensated for a minimum of two (2) hours' pay. Employees are encouraged to contact their appropriate supervisor prior to leaving home.

SECTION 14 - SUBSTITUTES - TRANSPORTATION. The District shall have the right to schedule substitute bus drivers to replace regular employees who are absent from work. When they are available and by seniority, regular employees shall be assigned to drive segments of the absent employee's routes, and in-district extra driving assignments, (i.e., shuttles, mid-day routes, etc.).

SECTION 15 - VEHICLE WASHING (Buses & Vans). Bus Drivers and Food Service Workers assigned a van for food transportation will be allowed up to four (4) hours per month to wash the external portion of their bus/van, provided this activity will not result in overtime unless authorized in advance by the Supervisor.

SECTION 16 - STAND TIME. If there is one (1) hour or less between duties to be performed an employee's work day shall continue uninterrupted for such layover time, but will not exceed thirty (30) minutes paid layover time. Employees will receive a maximum of one (1) hour per day for paid stand time. Employees may use up to 15 minutes stand time as a rest break, if eligible, if it is not possible for them to take a break during their work schedule.

## **ARTICLE 5 - HOLIDAYS**

SECTION 1 - PAID HOLIDAYS. All employees shall receive the following paid holidays that fall within their work year, i.e.; July 1 to June 30 provided that they have worked their last scheduled shift or portion thereof preceding the holiday and their first scheduled shift or portion thereof following the holiday(s) and are not on leave of absence, provided the time the shift ends is not prior to the time the students have been released or their normal shift ending, whichever is earlier.

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Day before or day following Christmas Day

Juneteenth, Independence Day and Labor Day will be considered paid holidays if the employee's scheduled shifts before and after fall within two (2) working days of the holiday. Employees must work all scheduled shifts during this four (4) day period to be eligible to be paid for the holiday.

All work performed on a holiday will be paid at the rate of double the hourly rate in addition to the regular holiday pay.

## **ARTICLE 6 - SICK LEAVE / VACATION**

### **SECTION 1 - ACCUMULATION OF SICK LEAVE**

- A. Employees will be front-loaded 10 days of sick leave at the start of each school year (1 day for each month of service). Sick leave shall be vested when earned

and may accumulate up to the number of days established by RCW 28A.400.300 (180 regular days or their work year, whichever is less). Sick leave shall be accumulated and recorded on an hourly basis. Sick leave benefits shall be paid on the hourly rate applicable to the employee's normal daily work shift.

- B. Pursuant to the current statute, employees may cash in unused sick leave annually or upon death or retirement.

Each employee's sick leave balance will be recorded in Employee Access to show the employee's accrued sick leave.

#### SECTION 2 - USE OF SICK LEAVE

- A. Each employee may use sick leave for personal illness, family illness, medical appointments, or emergencies as outlined elsewhere in this Contract.
- B. If the District has counseled an employee for possible misuse of sick leave, the District may require a signed statement from a physician for any absences for which there may be a reason listed in Subsection A above.
- C. An employee who misuses sick leave may be subject to discipline up to and including discharge.

SECTION 3 - FAMILY ILLNESS. Employees will be granted leave with pay charged against sick leave for:

- A. A child, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent regardless of age or dependency status;
- B. A biological, adoptive, de facto, or foster parent, step-parent-in-law or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A domestic partner;
- E. A grandparent;
- F. A grandchild;
- G. A sibling, or
- H. Any person living with or legally dependent upon the employee.

Federal and/or State Family Leave Laws shall apply.

#### SECTION 4 - WORKERS' COMPENSATION.

- A. The employee shall file an application for Workers' Compensation for the period of absence from work due to injury or occupational disease resulting from employment.

TIME LIMIT: All job-related accidents must be reported promptly, to the ESD Workers' Compensation Trust. In the event an accident is not timely reported, a full deduction from sick leave will be made.

- B. An employee may elect to receive only Workers' Compensation rather than utilize accumulated sick/vacation leave. An employee may elect to receive available accrued sick leave or vacation leave in addition to Workers' Compensation time loss benefits for the number of hours/days they are disabled from work. They may supplement their Workers' Compensation benefits with sick/vacation leave up to receiving a full day's pay of sick/vacation in addition to Workers' Compensation benefits. The hours are deducted from their accrued sick/vacation balance.
- C. Should an employee apply for Workers' Compensation and the claim is at some point denied, accumulated sick leave and/or vacation leave may be used for the absence.
- D. Employees on Workers' Compensation who return to work within one (1) year of the injury or accident will return to the position they held prior to the injury or accident. After one (1) year, the employee will be terminated if unable to return to work. The employee will continue to accrue seniority for that one (1) year of Workers' Compensation leave. All other provisions of this Section listed above shall apply

SECTION 5 - EMERGENCY LEAVE. An employee may request emergency leave which, when approved, will be deducted from accumulated sick leave. If the request is denied, it may be reviewed by a committee of three (3), consisting of two (2) employees (one (1) from Transportation and one (1) from Food Services) and one (1) Employer representative.

**ARTICLE 7 - JURY DUTY**

Employees who are summoned to serve as a juror, or who are named as a co-defendant with the District shall receive a normal day's pay for each day of required presence in the court.

Employees not selected for jury duty will report back to their regular job as soon as released.

**ARTICLE 8 - LEAVE OF ABSENCE**

SECTION 1- APPLICATION FOR LEAVE. The employee must make application in writing to the Board of Directors, through the Superintendent. In case of leave because of ill health or temporary disability, the application must be accompanied by a written statement from a physician stating that a health condition or temporary disability exists which necessitates such leave.

SECTION 2- DISABILITY LEAVE The District may, at the employee's request, grant a leave of absence for a period not to exceed one (1) year, without pay, to a regularly employed classified staff member with one or more years of service. The District shall, in the event of ill health or temporary disability, grant a leave of absence for up to a period of one (1) year. The employee shall have a period of ten (10) working days from the time his/her sick leave is exhausted to request a leave of absence. In the event the employee does not timely request a leave of absence, the Board, at its discretion, may terminate the employee's employment status without further action.

- A. Leave of Thirty (30) Calendar Days or Less: The employee's position, the wage scale and seniority date will be protected. No adjustment will be made in vacation days. Other fringe benefits will be pro-rated.
- B. Leave of Thirty-one (31) to Ninety (90) Calendar Days: The employee will not accumulate vacation time or other fringe benefits for the period of time he/she is on leave that is in excess of thirty (30) days. Job, seniority, or increment date is not affected.
- C. Leave of Ninety-one (91) Calendar Days to One (1) Year: No vacation time or any other fringe benefits will accrue during the period of time in excess of thirty (30) days that the employee is on leave. Job or a comparable position will be protected. Seniority and annual increment date will be adjusted.
- D. Duration of Disability Leave: The leave of absence, unless otherwise specified by the District, shall begin after the employee's sick leave is exhausted and will continue for the time requested to a maximum of one (1) calendar year. In the event that the employee does not return to work after one (1) year, the employment will be terminated. When requested by an employee, the Board, at its discretion, may terminate a disability leave prior to the scheduled termination date in the event that the employee is able to perform his/her assigned duties.
- E. This Section does not apply to employees on Workers' Compensation.

SECTION 3 - EXTENDED LEAVE. The District may, at the employee's request, grant a leave of absence for a period not to exceed one (1) year, without pay, to a regularly employed classified staff member with one or more years of service. The employee shall request a short term (under ten working days) leave of absence as soon as the reason for the leave is known. Other leave should be requested at least thirty (30) days in advance. In the event the employee does not timely request a leave of absence, the Board, at its discretion, may terminate the employee's employment status without further action.

- A. Leaves of Thirty (30) Calendar Days or Less: The employee's position, wage scale, and seniority date will be protected. Other benefits will be pro-rated.

- B. Leaves of Thirty-one (31) to Ninety (90) Calendar Days: The employee's job will be protected. Seniority and increment date will be adjusted and no other benefits will accrue.
- C. Leaves of Ninety-one (91) Calendar Days to One (1) Year: The employee will be assigned a comparable position when a position opens. Seniority and increment date will be adjusted. No other benefits will accrue.

SECTION 4- APPLICATION FOR REINSTATEMENT. For any leave in excess of ninety (90) calendar days, the employee shall be required to make written application to the Board of Directors, through the Superintendent, for reinstatement. This application shall be made as soon as the date of return is known, but in any event, no later than thirty (30) days prior to the expiration of such leave. (In case of leave because of ill health or temporary disability, the application for reinstatement must be accompanied by a written statement from a licensed physician stating that the employee is able to perform his/her normally assigned duties.)

SECTION 5- ASSIGNMENT ON RETURN FROM LEAVE. An employee who returns from a leave will be assigned as indicated in Section 2 and Section 3 of this Article.

SECTION 6 – PERSONAL LEAVE Employees shall be granted two (2) days of personal leave taken at their discretion, per year. No more than three (3) days may be accumulated. These days are with full pay and will be deducted from sick leave.

- A. Employees shall request personal leave from their building principals or supervisor at least two (2) days in advance of their intent to take personal leave.
- B. Employees may not use their personal leave to extend a three (3) day weekend or to extend any holiday or vacation period.
- C. Except at the discretion of the Superintendent, no more than two (2) employees shall be permitted to take personal leave on any one day. Notice of intent to take the leave shall be given to the substitute office who will contact the employees regarding the availability of substitutes and whether the request can be approved and, if not, the next available date of request by the employee.
- D. Employees may not utilize more than two (2) days of personal leave consecutively.

Employees who do not use their personal leave during the school year may request a personal leave reimbursement in writing to the business office by June 30 of that year. Reimbursement will be based on the employee's hourly rate and will not be charged to sick leave. Payment will be made in the August paycheck.

#### ARTICLE 9 - BEREAVEMENT LEAVE

Employees will be granted a leave of absence with pay of not more than five (5) working days when the absence is occasioned by the death of father, mother, parent substitute, brother, sister, spouse, children, grandchildren, parent of spouse, grandparent, or dependent

relative residing in the household of the employee. Bereavement leave is non-cumulative and is not deducted from accumulated sick leave. One (1) day shall be granted for family members not listed above, and for persons living in the employee's household.

At an employee's request, a bereavement leave without pay not to exceed ten (10) working days will be granted after the leave with pay has been taken.

#### **ARTICLE 10 - MATERNITY LEAVE**

State and Federal Family Leave Laws shall apply.

#### **ARTICLE 11 – RETIREMENT**

All eligible employees are subject to the provisions of the School Employees Retirement System and Social Security coverage.

#### **ARTICLE 12 - WAGES AND BENEFITS**

**SECTION 1 – SALARY PLACEMENT.** All employees when hired will be placed on Step .0 of the salary schedule. However, the District shall consider previous food service employment that is determined to be “like” and “similar in nature” based upon written and signed Verification of Employment statements provided by previous employers for salary placement purposes. Verified and applicable previous food service employment will be counted as follows: Every five (5) consecutive years’ of “like” and “similar in nature” employment will count toward one (1) additional step increase on the appropriate salary schedule (e.g. 3 years’ experience = step 0, 5 years’ experience = step 1, etc.).

New employees will have up to 90 calendar days from the date of hire to provide written and signed Verification of Employment statements to the district for salary placement purposes. Compensation will be retroactive to the first date of employment.

Eligibility for salary schedule advancement will be based upon the employee's years of seniority (and according to RCW 28A.400.300(2)). Advancement from one step to another will occur only on September 1. Employees whose 1<sup>st</sup> day of work for the district occurred prior to March 1 of a year will be credited with a year of employment for salary advancement purposes. Employees whose first day of work for the District occurred on or after March 1 of a year will have zero years of salary advancement credit on the following September 1.

#### **SECTION 2. – WAGES**

##### **Year 1**

For the period of September 1, 2022, through August 31, 2023, Appendix A, Wage Schedule, shall increase by the pass-through [implicit price deflator (IPD)] allocated and funded by the Legislature.

**Year 2**

On or about May 1, 2023, the parties will open the agreement for the proposed of salary schedule adjustments to be effective September 1, 2023. The District and the Union will survey five (5) mutually agreed-upon districts for the purpose of conducting a wage comparison survey.

For the period of September 1, 2023 through August 31, 2024, Appendix A, Wage Schedule, shall be increased by the pass-through [implicit price deflator (IPD)] allocated and funded by the Legislature.

**Year 3**

For the period of September 1, 2024, through August 31, 2025, Appendix A, Wage Schedule, shall increase by the pass-through [implicit price deflator (IPD)] allocated and funded by the Legislature.

**Year 4**

On or about May 1, 2025, the parties will open the agreement for the proposal of salary schedule adjustments to be effective September 1, 2025. The District and the Union will survey five (5) mutually agreed-upon districts for the purpose of conducting a wage comparison survey.

For the period of September 1, 2025 through August 31, 2026, Appendix A, Wage Schedule, shall be increased by the pass-through [implicit price deflator (IPD)] allocated and funded by the Legislature.

SECTION 3- FINAL PAY. Paychecks of persons separating from their work with the District will be paid on the regular payday only. The final paycheck will be made in the regular payday the month following separation.

SECTION 4-LONGEVITY PAY

Longevity shall be based on years of service:

- 15 years of service \$0.30 increase in base wage
- 20 years of service \$0.40 increase in base wage
- 25 years of service \$0.50 increase in base wage
- 30 years of service \$0.60 increase in base wage
- 35 years of service \$0.80 increase in base wage

SECTION 5 - LONGEVITY BONUS

The vacation credit for an employee working fewer than twelve (12) months per year shall be computed in accordance with the following table and rules:

<u>Years of Service Completed</u>	<u>Hours of Work To Earn One Hour of Vacation Credit</u>
3 to 5 years	35 hours for 1 hour vacation
6 to 8 years	30 hours for 1 hour vacation
9 to 10 years	25 hours for 1 hour vacation
11 to 15 years	20 hours for 1 hour vacation
16 years +	15 hours for 1 hour vacation

Payment will be based upon the maximum number of years experienced during the contract year. Payment will be paid in their regular check on the last working day in July. Vacation will not be used in lieu of work days. The amount of payment is based upon the total hours of work in the previous year, i.e. September 1 to August 31. Employees working after the last working day of June will be paid the following July.

For every regular workday from which an employee is absent on sick leave, bereavement leave or emergency leave, the hours of the employee's normal work day shall be credited as if worked.

SECTION 6 - PARTICIPATION IN HEALTH PLANS

Employees may participate in the School Employees Benefit Board (SEBB) insurance plan for payroll deduction. All employees working more than 630 hours per year are eligible for SEBB benefits. Benefits will be administered according to SEBB and currently include: Medical, Dental, Vision, Long-Term Disability and Retirement Subsidy. The district agrees to pass through any State allocated funds during the term of this Agreement. Employees will be required to pay the Employee portion as designated by SEBB. The district shall follow the SEBB rules and regulations. The District agrees to provide for payroll deductions as determined by employee's plan choice annually. The District will offer Section 125 deductions for all premiums allowed.

SECTION 7- DISTRICT MEETINGS/TRAINING. Employees will be paid at the regular rate for required attendance at meetings called by the District or for attendance at training sessions or other meetings mandatory in order to maintain employment, such as head cooks' meetings, drivers' safety meetings, state mandated first aid training and other state mandated training programs. Meetings that run an employee into overtime will be paid at the employee's overtime rate of pay. Required trainings are not to be done on overtime unless authorized by the District.

Drivers whom are interested in attending in-service training in the summer shall be able to attend at no cost to the employee, up to one day per year, on an optional basis.

The District shall provide employees who are required to take a physical exam in order to maintain their employment with a list of a minimum of three (3) District approved physicians for obtaining the examination. The District shall pay the costs of the examination pursuant to WAC 395-144-135. The District will pay the difference between the regular Washington State Driver's License and the CDL endorsement fee, and food handling permit fees. The District shall pay for Drug Testing and all time lost, as well as all time incurred while Drug Testing is taking place in accordance with District Drug Policy 5259P.

### **ARTICLE 13 - SENIORITY**

**SECTION 1 - ACCRUING SENIORITY.** Employees begin accruing seniority from the date that they start as a regular District employee. Employees shall be employed for a continuous period of not less than one school year before they become entitled to seniority rights. Employees shall accrue seniority on the basis of one full year of seniority each anniversary of employment, except as provided in the Leave of Absence Article. The District will maintain one (1) seniority list for Food Service employees and one (1) list for Transportation employees.

In the event, more than one (1) employee in the bargaining unit is awarded the same seniority date, the most senior employee shall be determined as follows:

- A. The employee with the earliest application received in the Human Resources Office file.

In the event two employees have the same "received" date for their application in the Human Resources Office:

- B. The employees' names will be placed in a hat and names will be drawn from the group and placed on the seniority list drawn. A representative of the Union and a representative of the District will be present during the drawing.

**SECTION 2 - JOB OPENINGS.** Job openings in the District will be advertised within the District first and to outside employment agencies second. Applications for such job openings must be made through the usual employment procedure. Unless an emergency exists, job openings within the bargaining unit shall be posted for five (5) working days, during which time school employees and other applicants may apply. All applications shall be made online to the Human Resources Office. All District employed candidates who meet the minimum qualifications will be granted an interview. The District will hire or promote what is believed by the District to be the best qualified applicants for all positions. When pertinent performance factors are considered by the District to be substantially equal, seniority within an appropriate job classification for those employed by the District will be the determinant in selection. Upon request, any District employee not selected for the position will receive in writing the reasons the successful person was selected. If more than two changes in assignment are required as a result of this selection process, the third position may be filled by a person from outside the District.

**SECTION 3 - LAYOFF PROCEDURE.** The Board shall determine the number of positions to be filled within the District. If the District determines that it is necessary to eliminate positions, permanently reduce hours, or make a reduction in months of a position, the District shall notify those employees holding affected positions of the board's decision. Affected employee(s) will have the option of retaining their current position as changed or being reassigned by the District in accordance with the employee(s)' seniority, to a position which would allow the employee(s) to maintain, as close as possible, his/her status quo in hours of work. In the event the Board's actions result in layoff, employees shall be laid off by inverse seniority. Employees who have been laid off shall be recalled in the order of their seniority.

The last employee laid off in any given classification shall be the first employee to be returned to any opening later created in that classification for a period of one (1) calendar year from the date of layoff if the employee is available for work. Bargaining unit members will not be laid off while a specially funded ad hoc program employee is employed in a position performing basically the same duties. If advance information is available, the District will attempt to make necessary reductions via attrition.

Employees on layoff status shall file their address and telephone number with the Human Resources Department of the District and shall thereafter promptly advise the District, in writing, of any change of address or telephone number. Employees shall forfeit all rights to re-employment with the District if they do not comply with the requirements to provide a current address and telephone number or if they do not accept the offer of re-employment with the District within five (5) work days.

## **ARTICLE 14 - BUS DRIVER POSITIONS**

**SECTION 1 - TRIP ASSIGNMENTS.** To be eligible for extra trip consideration, the driver must work the shift prior to the trip unless excused from that shift by the Supervisor. Extra bus trips will be assigned by Management in conjunction with driver selection using the following guidelines. All trips in and out of the District will be on the trip sheets.

- A. A driver rotation list in seniority order will be maintained which indicates the number of extra trip hours each driver can normally drive without exceeding forty (40) hours per week.
- B. In order to be eligible to select trips, a driver must have been assigned a regular route for the equivalent of 90 school days.
- C. The Transportation Supervisor or designee will accumulate and prepare a tabulation of requests for the subsequent week (Monday through Sunday). The list will be posted as soon as reasonably possible each Thursday morning and will be updated as needed. The list will indicate the estimated departure and return hours for each trip.
- D. At a mutually agreed time, extra trips shall be assigned by the Transportation Supervisor or designee, to drivers on a continuously rotating seniority roster;

provided, once a driver has reached a point where assignments and trips will put the driver over forty (40) hours for the week, the driver's name shall be bypassed.

All available overtime trips, during the same week, will be assigned beginning with the most senior driver, who may elect to take any single overtime trip or pass to the next senior driver for consideration and selection. This rotation process will continue until all overtime trips during the same week have been selected and assigned.

When a trip is called in after all trips have been assigned for the week, the trip will be offered to the most senior driver who has not selected an overtime trip. If a new trip is called in and no driver on the trip list wants the trip, then an eligible driver who already has a trip on that day may switch to the new trip, before new trip is offered to a driver not on the trip list or to a substitute driver, subject to supervisor or designee approval.

- E. Trips received after 9:15 a.m. on Friday will be assigned by the Transportation Supervisor or designee using the rotation list and conference with the driver as outlined in D above.
- F. Any regularly scheduled out-of-district assignments shall be treated as any other assigned route and will not be included in the above selection process.
- G. During weeks where there are four (4) or fewer work days, the trips will be selected by seniority. The driver with the greatest seniority shall be able to select as many trips as desired without exceeding forty (40) compensated hours (including holiday pay) within that week; provided, that if a trip is an overtime trip for all drivers on the rotation list, then the most senior drivers in order may elect to take the overtime trip and pass on all other trips. The same selection process shall then take place with the second, then third, then fourth most senior driver, and so forth.
- H. Drivers cannot select trips that do not allow for at least eight (8) hours off between each out-of-district trip in excess of a twenty (20) mile radius unless the provision of eight (8) hours off is waived through mutual agreement between the driver and supervisor at the supervisor's discretion.
- I. All drivers are to be present to select trip(s) from the posted trip sheet. The only exception for non-attendance would be that the driver is on paid leave status, which means sick leave, emergency leave, paid personal leave or not scheduled for work that day. If unable to attend due to work assignment conflicts, a copy of the trip sheet with the selected trips along with current hours, should be left with the master trip sheet.

## AFSCME Local 275 Food & Transportation

- J. Drivers not working a full 5-day work week will be eligible to work a regular driver's route. Those hours will be incorporated into their hours for the purpose of picking any extra trips.
- K. When a trip is cancelled but the event is not, the employee will receive thirty-six (36) hours' notice or will be paid two (2) hours' pay unless the number of participants warrants use of other school district, conforming, transportation. The employee still has the option to do their regular assignment.
- L. Drivers who are assigned a trip and then are unable to give management at least twenty-four (24) hours' notice of inability to take the trip may be taken off the rotation list for the following two (2) weeks.
- M. If an assigned trip is canceled by the user after arrangements have been made with the trip driver and a replacement driver, the drivers will be notified to return to their normal work schedule. If such arrangements cannot be made, the assigned driver will be compensated for their regular route time and be required to perform other duties as assigned or they may choose to take that period off with no pay.

### SECTION 2 – SUMMER TRIPS AND SUMMER SCHOOL PROGRAMS

- A. In order to be eligible for summer school routes or summer trips, drivers are required to register their interest by adding their name to the sign-up sheet before the end of the regular school year.
- B. Drivers will be assigned to summer routes in time blocks of not less than one week at a time.
- C. When new trip requests are received, drivers will be called in order of seniority. The district will make a reasonable attempt to contact each successive driver by telephone, by calling a primary contact number and a secondary (cell phone) number if available. If contact is not made, the next driver on the seniority list will be called. If the district is not able to reach a regular driver in this manner, the trip will be assigned to a substitute driver at the district's discretion.
- D. Any regular driver on the sign-up sheet that wants to be called only in specific circumstances will give the district their criteria in writing before the end of the regular school year.

SECTION 3 – ROUTE BIDDING. When a route becomes open due to resignation, prior to posting an open position, the route will be offered to current drivers on a seniority basis. The Transportation Director will notify members of the open route by written notice. After a two-day waiting period, the Transportation Director will meet with the members individually, starting with the most senior driver, to offer them the position. The member will initial the job route bidding sheet in either the yes or no column. Once a driver has selected the route, the Transportation Director will close that route and, if needed,

announce the next open route and begin the bidding process over. Once a route has been declined by all members, it will be posted as open.

### **ARTICLE 15 - PROBATION PERIOD**

All newly hired employees shall serve a ninety (90) working day probation period. During this period the District shall provide the direction and training normally provided a new employee. An employee will receive a written evaluation prior to completion of the probation period.

Employees may be terminated with one (1) day's notice during the probationary period and do not have recourse to the grievance procedure over such termination. All other contract provisions shall apply to probationary employees.

Employees being promoted to a new position will be subject to a forty-five (45) working day trial service period in the new classification. The employee will have return rights to their previous classification only during the trial service period, if the employee's performance is unsatisfactory in the new position.

For the purposes of this Article, all time spent in paid leave status is considered as time worked.

### **ARTICLE 16- DISCIPLINE AND DISCHARGE**

**SECTION 1 - DISCIPLINE.** Disciplinary action or measures shall be taken only for sufficient cause and will usually include only the following progressive discipline steps:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Termination

Oral reprimands shall be defined as those occasions in which an immediate supervisor or administrator admonishes an employee for misconduct, unsatisfactory work, or the like, and which are designated by the immediate supervisor or administrator as an oral reprimand. Unless warranted, counseling and giving of direction shall occur prior to formal discipline, including an Oral Reprimand. An Oral Reprimand shall be formally documented with a written statement that the employee signs. The employees' signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action.

Counseling, giving of directions, and/or oral reprimands shall not be grievable. Any other disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Employees shall have the right to review and attach a written statement on disciplinary actions in their personnel file.

If the District has reason to reprimand an employee, it shall be normally done in a manner that will not embarrass the employee.

An employee, at his/her request, may have a Union representative attend all meetings with management which could lead to disciplinary action.

No employee shall receive discipline as set forth in this Article based on anonymous complaints prior to District investigation of the incident.

SECTION 2 – NOTICE OF SUSPENSION AND DISCHARGE. The District shall not suspend or discharge any employee without sufficient cause. The employee and his steward will be notified in writing that the employee has been suspended or discharged. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

## ARTICLE 17 - MISCELLANEOUS PROVISIONS

SECTION 1 - DISCRIMINATION. Any employee who feels that his rights have been violated regarding race, religion or sex discrimination shall have remedy from appropriate State or Federal Law, but employees are urged to attempt to work out the problem with their immediate supervisor and/or the contract administration committee prior to seeking other remedies.

SECTION 2 - SAVINGS CLAUSE. If any provision of this Agreement is found to be contrary to law, such provision shall have effect only to the extent permitted by law and all other provisions of this Agreement shall continue in full force and effect. The parties will meet and attempt to negotiate a replacement for such provision.

SECTION 3 - PERSONNEL FILE. The District shall retain one official personnel file for each employee. The employee will have the right to review in the presence of the Superintendent or his/her designee all material which may be contained in his/her file in the personnel office. At the request of the employee, the District will provide copies of material contained in the file. A reasonable charge may be made for providing excess copies. Employees may authorize their bargaining representative access to their personnel file to be reviewed in the presence of the Superintendent or his/her designee, by providing written authorization.

Employees have the right to submit written comments relating to any document that is in the personnel file. The annual evaluation as well as the employee's comments and necessary supporting data may be retained in the personnel file. Material not shown to an employee within ten (10) days of receipt by the District will not become part of the employee's personnel files.

Material relating to an offense may be removed from the employee's personnel file after two years, provided there are not infractions of a similar nature during the intervening period. Material relating to an offense for which an employee could have been discharged

shall only be removed by mutual agreement between the employee and the District. Either the Employee or the District may initiate the action to have material removed.

SECTION 4 - EVALUATION FILE. The supervising administrator may retain an evaluation file on each employee. All information in this file will be dated. The employee shall have the right to review this file in the presence of the evaluator. The written evaluation shall be completed on or before June 1<sup>st</sup>.

An employee who transfers will be evaluated immediately prior to the transfer, unless there is a current evaluation on file. Any pertinent information relating to comments on the evaluation will be forwarded with the evaluation to the District personnel file. All other data in the administrator's evaluation file that relates to the employee will be destroyed.

SECTION 5 - GRIEVANCE FILE. Grievance procedures or disciplinary action that goes through the grievance process will be kept in a separate grievance file. Only the letter reflecting the final disposition of the grievance will be placed in the employee's personnel file.

SECTION 6 - UNION STEWARDS. With advance notice and supervisor permission, Union officers and stewards shall be given time off without pay to attend Union training or other Union activities.

SECTION 7 - BULLETIN BOARDS. A specific space will be provided at each work site for the purpose of posting Union notices and material but cannot be used to endorse political issues or candidates.

SECTION 8 - SUBCONTRACTING. In accordance with applicable labor laws, the District agrees to notify the Union, in advance, of its intent to contract out any bargaining unit work. Upon request by the Union, the District agrees to meet and negotiate the impact on the bargaining unit of such contracting out.

SECTION 9 - HEALTH AND SAFETY. The District agrees to maintain a safe and healthful working environment and to maintain all equipment in safe working order. The employee agrees to follow all safety rules and guidelines.

The District is a drug, alcohol and weapon free zone. Use or display of tobacco is prohibited on school property.

SECTION 10 – The Union may distribute literature, meeting notices, etc. to the employees' mailboxes according to the law.

SECTION 11 – VIDEO CAMERAS ON BUSES The use of audio/video devices and GPS units is designed to monitor student behavior and increase operational safety and efficiency. The District will inform the driver when a request is made to view a bus recording. The audio/video devices may also be used by the supervisor to assist individual drivers by serving as a training aid for developing successful student management

techniques. GPS units may be used by the supervisor to ensure route compliance and route safety. Except in cases of unlawful driver conduct or inappropriate behavior, the content of the audio/video devices, and GPS units shall not be used to discipline driver performance, or used to discipline any employee. Prior to issuing formal discipline, the District shall make every attempt to coach and council behavior first and allow the driver to improve their performance.

Video, audio, and GPS may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct, but shall not be used to monitor employee performance.

Drivers shall have the right to review the recorded audio/video devices and GPS units for their bus(es) after making an appointment for such purposes with the Transportation Supervisor or designee. Drivers may request review of videos of days a substitute driver replaces them if they have reason to believe student misconduct has occurred and only after the supervisor has reviewed the video. Upon request, audio/video devices will be saved for up to fourteen (14) calendar days or until the driver can review them, whichever comes first. Upon request, drivers may be permitted to view the audio/video devices and GPS units with supervisor present.

SECTION 12 – SPECIAL WORK ATTIRE. Special clothing used by Transportation and Food Service employees shall be furnished by the School District. Special clothing is not to be considered as uniforms. In Food Service, aprons and gloves selected by the District will be provided at no cost to the employee. Transportation employees will be provided with rain wear selected by the District. This outerwear is available to Food Service employees upon request when asked to transport food.

**ARTICLE 18 - TERM OF AGREEMENT**

This Agreement shall become effective September 1, 2022, and shall remain in force through August 31, 2026.

FOR THE UNION:

Charlene Bolden 06-16-2...  
Chapter Chair Charlie Bolden / Date

Carla Harden 06-16-2...  
Carla Harden / Date

Angie Ashe 06-16-2...  
Angie Ashe / Date

Cliff Nguyen 06-16-2...  
Cliff Nguyen / Date

FOR THE DISTRICT

Alicia Henderson 6-22-22  
Superintendent Alicia Henderson / Date

Jennifer Durney 6/22/22  
President Jennifer Durney / Date

**ADDENDUM A**

**Aberdeen School District No. 5**  
**and the**  
**County and City Food and Transportation Employees**

**LETTER OF UNDERSTANDING**

**Contracting**

The union must be notified in advance of the district's intent to use charter buses. If requested by the Union, the District and the Union will meet and negotiate the impact on the bargaining unit of such contracting out.

Justification to use charter buses should include how this service is in the best interest of students, the District, and the Union.

**Transit**

Transit vehicles can only be used if the district has first attempted to use school district vehicles/drivers.

Transit vehicles may be used to transport students when travel involves a student's educational plan/program, i.e., Dial-a-Ride.

**Student or Parent Provided Transportation**

Students who are participating in a school-sponsored event (athletic, cheer, band, etc.) are required to travel using district provided transportation.

Following procedures established by the principal, the staff member responsible for the student participants might allow individual students to travel to or from a school-sponsored event in another manner with parent or guardian permission. This process cannot be used to arrange transportation for all student participants as a means to avoid using District Transportation. This does not apply to students that attend events as spectators.

**Non-school Events or Activities**

Non-school activities are defined as activities that are not paid with District or ASB funds and the advisor's role falls outside the scope of their contracts with the

AFSCME Local 275 Food & Transportation

District. This type of activity is not covered under the Food and Transportation Collective Bargaining Agreement.

For the  
Aberdeen School District

Employees

*Anna Shanks*

Date April 21, 2004

For the  
County /City Union  
Food & Transportation

*Kathy Brown*

Date April 21, 2004

**ABERDEEN SCHOOL DISTRICT No. 5**

COUNTY/CITY SALARY SCHEDULE

FOOD/TRANSPORTATION EMPLOYEES

AUGUST 31, 2022 - AUGUST 31, 2023

<u>POSITION</u>	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
30B BUS DRIVER	\$24.43	\$25.66	\$26.94	\$28.29	\$29.70	\$31.18
31B COOK	\$21.84	\$22.94	\$24.08	\$25.29	\$26.55	\$27.88
32B FOOD SERVICE WORKER	\$18.35	\$19.27	\$20.23	\$21.24	\$22.30	\$23.42
33B LEAD FOOD SERVICE WORKER WORKER (SATELLITE KITCHEN)	\$20.10	\$21.10	\$22.16	\$23.26	\$24.43	\$25.65
34B Head Cook (AHS)	\$23.59	\$24.77	\$26.01	\$27.31	\$28.68	\$30.11

Board Approved: June 21, 2022

Effective: August 31, 2022