

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**PASCO SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS**



**SEPTEMBER 1, 2024 – AUGUST 31, 2027**

Contents

**PREAMBLE ..... 3**

**WITNESSETH:..... 3**

**ARTICLE 1 RECOGNITION..... 3**

**ARTICLE 2 RIGHTS OF THE EMPLOYER ..... 3**

**ARTICLE 3 UNION SECURITY ..... 4**

**ARTICLE 4 PROBATIONARY PERIOD ..... 5**

**ARTICLE 5 EMPLOYMENT CONDITIONS ..... 5**

**ARTICLE 6 ANNIVERSARY DATE ..... 7**

**ARTICLE 7 SENIORITY..... 8**

**ARTICLE 8 REASSIGNMENT / RECLASSIFICATION ..... 9**

**ARTICLE 9 DISCIPLINE PROCEDURES / TERMINATION OF EMPLOYMENT..... 10**

**ARTICLE 10 LAYOFF..... 11**

**ARTICLE 11 GRIEVANCE PROCEDURE..... 11**

**ARTICLE 12 WORKING CONDITIONS ..... 13**

**ARTICLE 13 HOLIDAYS / VACATIONS ..... 17**

**ARTICLE 14 SICK LEAVE ..... 20**

**ARTICLE 15 WAGE RATES AND JOB CLASSIFICATION..... 28**

**ARTICLE 16 TRAINING..... 29**

**ARTICLE 17 INSURANCE..... 29**

**ARTICLE 18 PROHIBITION REGARDING ALCOHOL AND/OR CONTROLLED  
SUBSTANCES, DRUG TESTING ..... 29**

**ARTICLE 19 RETIREMENT, RESIGNATION OR TERMINATION..... 30**

**ARTICLE 20 – MEMORANDUMS OF AGREEMENT ..... 31**

**ARTICLE 21 SEPARABILITY OF PROVISIONS..... 31**

**ARTICLE 22 TERM..... 31**

**SIGNATURE PAGE ..... 32**

## **PREAMBLE**

This Agreement is entered into between the Pasco School District No. 1, hereinafter called the "District" and International Union of Operating Engineers Local #280 hereinafter called the "Union".

## **WITNESSETH:**

WHEREAS it is the desire of both parties to the Agreement to assure harmonious labor relations and to bargain collectively in regard to wages, hours, and working conditions, the parties hereto mutually agree to be legally bound and agree as follows:

## **ARTICLE 1 RECOGNITION**

**Section 1.1** The District recognizes the International Union of Operating Engineers Local #280 as the exclusive collective bargaining agent for the bargaining unit consisting of all full time and regular part-time employees who are classified as custodial, maintenance, grounds, printshop, and printshop helper. Excluded from the unit shall be the Maintenance and Custodial supervisors, substitute employees, and all other employees of the District. The parties recognize that under this Agreement each of them has responsibilities for the welfare and security of the employees. The District recognizes that it is the responsibility of the Union to represent the employees effectively and fairly. No employee shall be discharged, disciplined, or discriminated against due to their membership in the Union or by reason of their lawful Union activity.

## **ARTICLE 2 RIGHTS OF THE EMPLOYER**

**Section 2.1** Subject only to the express limitations stated in this Agreement, or in any other agreement between the employer and the Union, it is agreed that the customary and usual rights, powers, functions, responsibilities, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations and this collective bargaining agreement is 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 just cause; and the right to release employees from duties because of lack of work or for other legitimate reason.

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.

**Section 2.2** The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

### **ARTICLE 3 UNION SECURITY**

**Section 3.1** For employees who sign individual authorization forms, the District shall, in accordance with such authorization, deduct from the earnings payable to such employees, union dues (including initiation fee, if any) and promptly remit the same to the Union.

**Section 3.2** Subject to applicable law, any such authorization shall be revocable by the individual employee by notice to the District and Union, in writing, at any time during the month of June and any year this Agreement or any subsequent Agreement is in effect. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of school, or within thirty (30) days of an employee's beginning date of employment.

**Section 3.3** No member of the bargaining unit will be required to join the Union, however, those employees who are not members, but are part of the bargaining unit will be required to pay a representation fee to the Union after thirty (30) days of employment. The amount of the fee shall be determined by the Union and transmitted to the Business Office in writing. The representation fee shall be regarded as fair compensation and representation to the Union for fulfilling its legal obligation to represent all members of the bargaining unit.

**Section 3.4** In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections shall be resolved according to the provisions of RCW42.56.122, or the Public Employment Relations Commission.

**Section 3.5** The Union agrees to defend and hold the District harmless against any legal action brought against the District in reference to the representation fee deduction.

### **Section 3.6 New Hire Notification**

The district will supply IUOE Local 280 with the names, personal phone numbers, job titles and work locations of all newly hired bargaining unit employees within ten (10) working days of their employment. The district will also inform IUOE Local 280 of the date, time, and location of the orientation for newly hired employees. During the orientation, each employee will have the chance to participate in a 30-minute session that provides an overview of IUOE Local 280 the union and the collective bargaining agreements.

## **ARTICLE 4 PROBATIONARY PERIOD**

**Section 4.1** Each new hire shall remain on a probationary status for a period of twelve (12) calendar months following the hiring date. Such employee shall be evaluated for permanent status upon completion of six (6), nine (9), or twelve (12) months employment. Employees may attain permanent status at any interval (6-9-12 months) upon satisfactory evaluation. During this probationary period, the District may discharge such an employee without recourse for any reason. At the sole discretion of the District, the District may move an employee off probation into permanent status if the employee demonstrates exemplary performance.

**Section 4.2** At the end of the probationary period the employee will be subject to all rights and duties contained in this Agreement retroactive to their hire date.

**Section 4.3** Probationary employees shall be eligible to bid on job vacancies that would increase their hours or contract days unless there are documented performance issues.

**Section 4.4** All probationary employees shall be entitled to receive all benefits they would otherwise be eligible for except vacation. Vacation may be taken only after ninety (90) days of employment and only to the extent earned. Those employees who are serving in a special probationary period due to promotion, by wage and/or lateral transfer, shall be entitled to take vacation during this period.

## **ARTICLE 5 EMPLOYMENT CONDITIONS**

**Section 5.1** New employees will start on the salary schedule as herein provided.

**Section 5.2** It is agreed that no employee shall be requested or required to make any individual contract, agreement, stipulation, or affidavit which relate to hours, wages, working conditions, Union membership or Union activities, or any other matters which may affect their employment rights in this school district.

**Section 5.3** It is recognized that employees may be called upon to perform work involving all facets of building and grounds maintenance. It is further provided that, if a person performs work usually paid at a lower level, the employee will remain the higher rate of pay.

### **Section 5.4 Definitions**

**Section 5.4.1 Permanent Full Time Employee:** An employee who works at least 8 hours per scheduled workday during the school year (180 days) or the calendar year, exclusive of leaves, holidays, and excused absences. Permanent fulltime employees will enjoy all the applicable benefits of this Agreement.

**Section 5.4.2 Permanent Part Time Employee:** An employee who works less than eight hours per scheduled workday during the school year (180 days) or the calendar year, exclusive of leaves, holidays, and excused absences. Permanent part-time employees will receive sick leave on a prorated basis and health benefits if eligible under the SEBB rules. Permanent part-time employees shall have first option for any eight (8) hour positions at their worksite that arise on a daily basis as well as during any periods of school downtime.

**Section 5.4.3 Substitute Employee:** A person employed on a daily or day-to-day basis. Substitutes may be utilized to fill in for regular employees who are absent. Substitutes may also be utilized to relieve the workload on a temporary basis. Substitute custodians will be paid at the "substitute custodian" rate, and substitute maintenance employees will be paid at the Class E Temporary Hourly Workers rate; and substitutes will receive medical benefits if eligible under SEBB rules as well as sick leave hour as required by Washington State Law. Substitutes have no contract rights and are not part of the bargaining unit.

**Section 5.4.4 Leave Replacement Employee:** A person who is employed to fill in for a permanent employee who is on an extended sick leave or on unpaid leave of absence. In cases of a long-term absences which are known to the district, (30 working days or more), a single in-house bid will be allowed to fill the position. There will be no more than two (2) employees allowed to change positions. The final vacancy created may be filled with a substitute employee.

When the employee on leave returns, the leave replacement employee and upgraded employee return to former positions and the substitute will revert back to a substitute without a permanent assignment.

**Section 5.4.5 Temporary Employee (full time or part time):** An employee hired for six months or less to perform a specific duty or duties. They will be paid the temporary hourly rate or class on salary schedule as appropriate. The duration of their employment will depend on the task they have been hired to accomplish. Temporary employees earn sick leave on a prorated basis and medical benefits if qualified under SEBB rules. Temporary employees who exceed six (6) accumulative months in an eighteen-month period, starting with their hiring date, within the District (Custodial and Maintenance classification) shall be considered permanent employees with all contractual benefits associated with a permanent position.

Temporary employees do not have seniority rights.

**Section 5.5** The employer will give ten (10) working days' notice of intention to fill any position, supervisory or otherwise. Employee Services will notify all employees in the spring before school closure of the procedures regarding summer job postings.

**Section 5.6 Employee Personnel File:** The employee's personnel file will be kept in the District Employee Services Office and the information and documentation will be considered confidential. Employees may review their personnel files, in the presence of Employee Services staff, during normal business hours by appointment only. Employees shall have the right to attach their own written comments relating to material in the files within fifteen (15) working days of receipt.

The employee may request removal of derogatory material from their file eighteen (18) months after its placement in the file. The District may remove derogatory material from the personnel file upon the written request of the employee with the exception of material that indicates problems of a repetitive nature, and employee evaluations.

## **ARTICLE 6 ANNIVERSARY DATE**

**Section 6.1** An employee's anniversary date shall be one calendar year following the employee's permanent hire date.

## **ARTICLE 7 SENIORITY**

**Section 7.1** A seniority list shall be established by the District and a seniority date shall be given each employee covered under the terms of this Agreement. Each employee shall be given his or her seniority date that calendar day and year when such employee started their term of employment on a permanent basis.

**Section 7.2** Seniority will prevail, if qualifications are equal, in the event of a reduction of force, promoting employees to higher positions, and filling new positions that may be created, including temporary assignments. The Director of Employee Services or designee shall use a standardized form in determining whether qualifications are equal. In determining qualifications, the District may consider employees who have experience, are motivated and trainable as well as other criteria as determined by the parties.

**Section 7.3** Promotions to supervisory positions or other positions within the school district that are not covered by this Agreement shall be the exclusive province of the District. However, consideration will be given to members of the bargaining unit when seeking personnel to fill these positions.

**Section 7.4** Any questions regarding seniority rights will be handled through the grievance procedures as herein provided.

**Section 7.5** Employees may make no more than one lateral transfer each year. This provision shall not include promotional opportunities or positions providing a wage increase. When a permanent position is open for bid, no more than two permanent transfers may result in filling positions which subsequently become open. On the third lateral opening, the most qualified senior 180-day employee will be offered the position. In the case of staffing of newly constructed facilities, a bid fair may occur.

**Section 7.6** Any regular employee who transfers or is promoted becomes a special probationary employee upon the date of the transfer or promotion. An employee who transfers to another position shall serve a three (3) month probationary period; an employee who is promoted shall serve a six (6) month probationary period. This special probationary period may be adjusted upward to properly allow for any authorized leaves of absence or other approved breaks in service.

If the special probationary employee fails to demonstrate that they can completely and satisfactorily perform the job within the prescribed special probationary period, the District may retain the employee at their present position or return the employee to their former position classification, without any loss in seniority. Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former (or equal) position and pay status. Following written notice to the District by the employee, the special probationary employee may voluntarily move back to their former position, for any reason, within fifteen (15) days following assignment to the position. After fifteen (15) days, this request must also be in writing, list specific reason(s), and be approved by the District and Union before the employee may be permitted to return.

**Section 7.7** Bid positions will be filled within fifteen (15) working days of the closing date. The Union will be notified of any extensions to the position not being filled due to special circumstances.

**Section 7.8** After the approval of the Board, the District will provide the Union with a copy of the Report for Board of Directors Classified Personnel Actions.

**Section 7.9** The District will provide a seniority list for each job classification by October 1 and March 1 each year.

## **ARTICLE 8 REASSIGNMENT / RECLASSIFICATION**

**Section 8.1 Reassignment** In the event of demotion or transfer to a classification at a lesser rate, the employee shall be placed in the new classification at a step which will give them the smallest reduction in pay or at the same step the employee previously held in that position, if applicable, with step increases to the extent that would have been earned.

**Section 8.2 Reclassification** Employees wishing to be reclassified must pass a district-administered test for the new position. Tests will be administered only when positions are available. For custodians, employees moving laterally will not be required to take a test, unless their ability to perform the job is in doubt as determined by the supervisor.

## **ARTICLE 9 DISCIPLINE PROCEDURES / TERMINATION OF EMPLOYMENT**

**Section 9.1** The District may take disciplinary action against an employee for just cause. The district will make every effort to schedule meetings related to discipline during an employee's regular shift, or in the case of swing shift and night shift as close to the start of shift as possible. Employees will be compensated for disciplinary meetings they are required to attend outside of working hours. A progressive disciplinary policy will normally be followed by the District when it deems it necessary to discipline an employee. However, the employer may suspend without pay or terminate any employee when in their judgment the situation warrants such action. The progressive disciplinary policy will consist of the following: (1) verbal warning(s), (2) written warning(s), (3) suspension and/or (4) termination. The causes for disciplinary action or termination include, but not limited to the following: incompetence, insubordination, inability to perform job functions, willful or persistent violation of school laws, policies, or regulations, safety violations, willful or persistent neglect of duty, working while under influence of drugs or alcohol, or possession of illegal controlled substances on district property. At the request of the employee, they may have Union representation, Business Agent and/or bargaining unit steward at a disciplinary hearing.

**Section 9.2** Termination of employment shall require fifteen (15) working days' notice. The notice of termination shall clearly state the reasons, therefore. The district may pay out the employee for fifteen (15) days of work in lieu of notice.

**Section 9.3** The District is not required to give notice in any case wherein the reason for termination is intoxication, or insubordination.

**Section 9.4** Any employee feeling aggrieved by termination and the reasons therefore may file a grievance in accordance with the grievance procedure authorized by Article 11 of this Agreement.

**Section 9.5** Any employee is required to give ten (10) working days' written notice of intent to resign or retire. Resignation without the required notice will be sufficient cause for the District to withhold accumulated vacation pay. Any vacation taken, but not earned, will be deducted from the employee's final paycheck. Eligible employees will be entitled to payment for accrued vacation with their last regularly scheduled paycheck.

## **ARTICLE 10 LAYOFF**

**Section 10.1** When it is necessary to reduce the number of employees due to budgetary or other reasons, a seniority by job title system will be used (as referenced in Article 7, Section 7.2). Employees being laid off will receive fifteen (15) calendar days' notice. This procedure will be followed:

- \* Employees will receive recognition for seniority in district by job title.
- \* District will prepare seniority lists for each job title.
- \* District will determine job titles to be reduced.
- \* Employee will be listed in each job title for which they have district seniority.
- \* Job title list will show district seniority in that job title for each employee.
- \* Employees with the least seniority in the job title to be reduced will be Reduction of Force first.

**Section 10.2** Employees laid off by a reduction in force will be placed on a layoff list and given preference in filling positions within the bargaining unit for which they meet the requirements. Employees will remain on the layoff list for up to one full year; provided that they keep the District informed of their address and have not turned down a position offered by the District. Laid-off employees will retain seniority and continuity of service if hired back within one year.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

**Section 11.1** The grievance procedure established in this article shall be used for the purpose of orderly resolution of claims or disputes which involve the interpretation or application of this Agreement and other items that are mandatory subjects for bargaining. Grievances shall be processed in the following manner. The grievance will not be heard unless all steps are followed in the order established in this article.

**Step 1** The employees shall first discuss the concern with the immediate supervisor within ten (10) working days. If the employee wishes, they may be accompanied by a Union representative at such discussion. The supervisor will give an answer regarding the concern within ten (10) working days of the discussion.

**Step 2** Designated representatives of the Union, any employee or group of employees having a grievance shall take the matter up with the appropriate supervisor within fifteen (15) working days of the occurrence of the grievance, or the employee's/Union knowledge of

the same. The affected supervisor shall respond within fifteen (15) working days thereafter. The District reserves the right to require the affected employee(s) to appear at grievance hearings.

**Step 3** If not satisfactorily settled at Step 2, the grievance will be submitted in writing to the Employee Services administrator within ten (10) working days. Not later than ten (10) working days thereafter, the Employee Services administrator, or designee, will make known in writing their disposition of the grievance to the Union.

**Step 4** If not satisfactorily settled at Step 3, the written grievance may be submitted within fifteen (15) working days to the District Superintendent or the Superintendent's designee. Not later than fifteen (15) working days thereafter, the District Superintendent or the Superintendent's designee will make known in writing their disposition of the grievance to the Union.

**Step 5** If no settlement is reached in Step 4, the grievance may be submitted by either party to PERC for a list of arbitrators for selection of an arbitrator for binding arbitration in matters of application to this Agreement. A request for binding arbitration shall be made within thirty (30) working days of the conclusion of step 4.

**Section 11.2 Selecting an Arbitrator** Upon receiving a list of arbitrators from PERC, the parties shall alternately strike names until one individual's name is left; said individual to become, upon acceptance, the arbitrator. The right to strike the first name shall be determined by the toss of a coin.

**Section 11.3 Power of the Arbitrator** The arbitrator shall be empowered, except as limited below, to investigate and to make a decision in cases of an alleged misapplication of a specific article(s) and/or section(s) of this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the District. The arbitrator shall specifically not have the power to:

- (a) add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) establish salary scales.
- (c) rule on the placing of a probationary employee on additional probation.
- (d) rule on cases of employee termination resulting from intoxication, or insubordination.

**Section 11.4.** Arbitration shall be further limited and controlled by the following:

**Section 11.4.1** The parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were, or which could have been made the subject of discussion. The arbitral procedures herein established are intended to resolve disputes between the parties only over the application of the matters which are specifically covered in this contract, and which are not excluded from arbitration.

**Section 11.4.2** The District in no event shall be required to pay back wages for more than five (5) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving their pay, any adjustment shall be retroactive to the beginning of the pay periods covered by such pay if the employee files their grievance within five (5) working days after receipt of such pay.

**Section 11.5 Cost of Arbitration** The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them; and neither party shall be responsible for the expense of witnesses called by the other.

## **ARTICLE 12 WORKING CONDITIONS**

**Section 12.1 Work Year** In work years that contain more than 260 days, employees will be given a day off for each day above the 260 days, around the 4<sup>th</sup> of July holiday. The day(s) off will be at a time directed by the immediate supervisor, providing for a work force as necessary for the summer school program and other projects.

**Section 12.1.1 Hours of Work** A full-time shift shall consist of eight and one-half (8 ½) hours including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable or nine (9) hours including a sixty (60) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also includes a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. The immediate supervisor shall determine the designated lunch break period. All rest periods are to be taken at the work site.

In order to maintain efficiency of the district operation, flexible-hour shifts may be assigned by mutual agreement with the Union. These could consist of four (4) ten (10) hour workdays (during summer months), with lunch and rest periods included as appropriate.

The Supervisor may adjust the maintenance shift to an earlier start/end time during warm weather months based on safety and district needs.

**Section 12.1.2** In the event an employee is assigned to a shift less than the full-time work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four continuous hours of work. Shifts of four hours or more may schedule a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The immediate supervisor shall determine the designated lunch and/or rest period. All rest periods are to be taken at the work site.

**Section 12.1.3** The regular workweek shall consist of five (5) consecutive 8-hour days followed by two (2) consecutive days of rest, or four (4) consecutive 10-hour days followed by three (3) consecutive days of rest. The district may adjust the regular workweek, by mutual agreement with the Union, as necessary to maintain efficiency of operations.

**Section 12.1.4** Each employee, except the Roving Custodian, shall be permanently assigned to a definite and regular work shift and work week and work location/building, which shall not be changed, except in case of emergency, without 24 hours prior notice to the employee.

**Section 12.3** Lead Night Custodian The position of lead night custodian is established at Pasco High School, Chiawana High School, Sageview High School, McLoughlin Middle School, Ochoa Middle School, Reynolds Middle School, and Stevens Middle School. Work hours for this position will be 2:00 p.m.-11:00 p.m. with one hour off for dinner.

**Section 12.4** All employees required by the employer to attend compulsory classes outside of normal duty hours will be paid at their regular rate per hour for class attendance. The employer will attempt to schedule compulsory classes during regular duty hours if possible.

**Section 12.5** The District will elect one of the following options to provide for transportation needs for excess district-required travel to and from work for the Edwin Markham and Administration Facilities custodians:

- (a) Provide a district vehicle for the travel.
- (b) Provide transportation to and from work by a district vehicle or other vehicle assigned for the purpose.
- (c) Compensate the employee for travel at the per mile rate approved by the Board of Directors for mileage reimbursement, based upon the location's distance from the district bus garage (two times that distance for each round trip).

**Section 12.6** Employees assigned to graveyard shift shall receive a seventy-five cent (\$0.75) per hour shift differential. Employees working a day shift who are involuntarily assigned to work a swing shift or graveyard shift on a temporary basis shall receive a seventy-five (\$0.75) cent per hour shift differential for the term of the temporary assignment.

**Section 12.7** All overtime must be authorized. Authorized overtime work shall be made available as equitably as possible among all members of the bargaining unit, within classifications. The employer shall maintain a monthly record of overtime hours completed by each employee. If overtime work is refused by an employee, except during a planned vacation, said employee shall not be offered any additional overtime assignment unless and until all other employees within the same classification who are qualified to perform the overtime assignment have been individually offered the overtime assignment, in accordance with their position on the overtime list. Nothing herein contained, however, shall require the district to offer overtime custodial or janitorial work at a particular school to any custodian or janitor not regularly scheduled to work at such school, or to replace any employee who is then actually engaged in the performance of the particular work necessitating the overtime with any other employee in order to equalize the overtime work. An employee who is out on sick leave for the entirety of their regular shift shall not be eligible for overtime scheduled on that same day.

For purposes of assigning overtime at Edgar Brown Stadium, the following shall apply: Overtime will be offered first to employees at the designated "home team" school (Pasco High, Chiawana High, Sageview High or Orion High). In all cases, at least one High School Head Custodian and an employee (Pasco High employees will be given the first right of refusal) will be assigned to stadium events.

**Section 12.8** Overtime rate of pay shall be one and one-half (1 ½) times the hourly rate for the individual employee and will be paid for time worked by district assignment in excess of eight (8) hours per day or forty (40) hours in one week. Holidays and other paid time shall count as time worked in computing daily or weekly overtime. The employee's normal work week will not be

reduced due to overtime work. Overtime work will be offered to the permanent employees prior to any temporary employees being offered any overtime.

**Section 12.9** When an employee is called back to the job site by a person authorized to approve overtime, the minimum time shall be two (2) hours, at overtime pay, even if less time is spent at such overtime. If more than two (2) hours are required, payment shall be for the time actually spent. If authorized supervisors called employee between 12:01 a.m. and 6:00 a.m., the minimum of four (4) hours of overtime shall be paid, even if less time is spent on the job.

**Section 12.10** The district will provide measures and safety rules to minimize accidents and health hazards during hours of employment. The Union agrees to cooperate with the District to the end that the employees shall use such safety equipment when so provided and observe safety and health regulations as provided by the District.

Gloves and snow/ice footwear/traction devices (Yaktraxs or similar) will be furnished for safety purposes for all District custodial and maintenance personnel.

Head custodians will be reimbursed up to \$100 for one pair of snow boots.

For Maintenance employees and mechanics whose job classification requires safety boots, or who request safety boots, the District will reimburse employees up to \$250 per year. The style of safety boot must be approved by the supervisor prior to purchase.

Employees whose job duties involve wearing safety glasses for most of their work, will be eligible for reimbursement of up to \$300 for prescription safety glasses, once every three (3) years unless proof has been provided that the employee's prescription has changes. Any expenses exceeding \$300 will be the employee's responsibility.

Employees shall be required to wear any safety equipment provided or paid for by the District while working.

**Section 12.11** The District shall provide shirts for all employees and coveralls or pants for maintenance and custodial-grounds employees for the purpose of safety and security.

**Section 12.12** Time on layoff and time on authorized leave of absence, not to exceed one (1) year for twelve (12) month employees and one school year for less than twelve (12) month employees, will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

**Section 12.13** All employees, whether maintenance or custodial, who are temporarily assigned by the Supervisor to a higher job classification, will receive the higher pay rate for all hours worked in the upgrade position. During periods of absence of Head Custodians, including summer months, the temporary vacancy will be filled by the senior qualified person. The top five (5) senior custodial employees (excluding current Head Custodians) will be given first consideration on a rotating basis in all upgraded positions when employees are absent due to any contractual leave of five (5) days or more duration. By October 1<sup>st</sup> of each year a list will be established of the five (5) senior custodial employees who wish to be included in this rotation. The list will be updated as these senior employees are placed in permanent head custodial positions. Employees upgraded shall be increased in pay vertically on the increment pay schedule.

**Section 12.14 Pay Day** Payday is the last business day of the month. Regular hours are paid in the month worked. Overtime hours are paid on the following month's payroll.

**Section 12.15** Employees are required to sign up for direct deposit.

## **ARTICLE 13 HOLIDAYS / VACATIONS**

**Section 13.1.1 Holidays** All employees covered by this Agreement shall be given the following paid holidays that fall within their work year. 180-day employees who continue employment through summer school closure months shall receive scheduled holiday compensation as provided by this Article:

- |  |  |
|--|--|
| 1. New Year's Day                            | 7. Independence Day                      |
| 2. Day preceding or following New Year's Day | 8. Labor Day                             |
| 3. Martin Luther King Jr. Day                | 9. Veterans' Day                         |
| 4. President's Day                           | 10. Thanksgiving Day                     |
| 5. Memorial Day                              | 11. Friday following Thanksgiving        |
| 6. Juneteenth                                | 12. Christmas Day                        |
|  | 13. Day preceding or following Christmas |

**Section 13.1.2 Unworked Holidays** Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked both their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the district that because of illness or on approved absence they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. Holidays shall count as time worked in computing daily or weekly overtime.

**Section 13.1.3 Worked Holidays** Employees who are required to work on the above-described holidays shall receive Two and a half (2 ½) times their base rate for all hours worked on such holidays. An employee whose regularly scheduled shift begins before midnight and continues into the holiday will be paid their regular rate of pay. (see Section 12.1.1 Hours of Work).

**Section 13.1.4 Holidays During Vacation** Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

**Section 13.1.5 On Call During Holidays** Should an employee be on call during a Holiday the entire (24) hour period of the Holiday will be designated as on-call time.

**Compensation:** On call will be paid at the rate of \$4.00 per hour. When the employee is required to report to a district facility, the minimum time shall be two (2) hours, at the employees over time rate of pay, in addition to the on-call pay. If more than 2 hours are required, compensation shall be for time actually worked at the employee's overtime rate. Language in section 12.9 pertaining to four (4) hours of call out time between 12:01 a.m. and 6:00 a.m. shall not apply to the on-call position. The employee will be paid at the regular hourly rate during the normal work hours during the on-call week. Mechanics will receive a minimum of 2 hours of the on-call pay rate while on call.

## **Section 13.2 Vacations**

**Section 13.2.1** Annual vacation with pay shall accrue to permanent full-time employees at the rate of one (1) working day for each month of continuous service if their employment is continuous for six (6) months or longer. After completion of the fifth (5<sup>th</sup>) year of continuous

employment, one (1) additional working day of vacation with pay shall be allowed each year through the thirteenth (13<sup>th</sup>) year of employment to a maximum of twenty (20) working days each year until the employee has completed twenty (20) years of service. After twenty (20) years of employment, two (2) additional days will be granted.

**Section 13.2.2** It is mutually agreed that vacations shall be scheduled at the request of the eligible twelve (12) month employee unless such vacation time would disrupt the normal activities of the school district in the opinion of the supervisor. Less than twelve (12) month employees shall take their vacation at the completion of their working year.

**Section 13.2.3 Scheduling Vacations** Employees are to submit vacation requests to their supervisor for approval two (2) weeks in advance. Employees may schedule vacation time during the school year with the approval of the supervisor. The Supervisor shall provide a written approval or denial following submittal of written request from the employee within one (1) week unless a school calendar has not been approved by the Board of Directors.

Based on the needs of the District, in the event that multiple employees submit requests on the same day, the employee(s) with the earliest hire date shall have preferential rights regarding vacation period.

**Section 13.2.4** An eligible employee whose hire date is before January 1 shall receive a year's credit for that year and for the fifth through the thirteenth (5<sup>th</sup>-13<sup>th</sup>) year additional vacation credit movement on vacation schedules. Employees hired on/after January 1 shall not receive that year as credit for schedule movement. Eligibility for vacation schedule movements shall be determined and will take effect on September 1 (only). At no other time during the year will advancement be permitted, except for errors in interpreting the employee's eligibility for movement as of September 1.

**Section 13.2.5** Employees may carry over to the next year a maximum number of days equal to one year's allocation of vacation and personal days. No employee shall lose days due to district employment needs. Personal days that are rolled over from one year to the next may not be cashed out in the second year.

**Section 13.2.6** Eligible employees who have given at least ten (10) working days written notification of termination shall be entitled to payment for accrued vacation with their last regularly scheduled paycheck.

## **ARTICLE 14 SICK LEAVE**

### **Section 14.1 Leave for Illness, Injury or Emergency.**

- (a) **Earning Sick Leave:** Each employee shall accumulate one (1) day of sick leave for each calendar month worked. A “day” is equal to the average contracted weekly hours divided by five (5) days. The district shall project the number of annual days of sick leave at the beginning of the school year according to the estimated weekly hours the employee is contracted to work that year. The employee shall be frontloaded the projected number of days of sick leave at the beginning of the school year. An employee hired between the first day of the month and the fifteenth of the month will receive sick leave credit for that month; employees hired after the fifteenth of the month will not begin accumulation of sick leave benefits until the next month. Sick leave benefits shall be paid on the basis of the employee’s hourly rate applicable to the employee’s normal daily work shift at the time sick leave is taken. Sick leave shall be deducted on an hourly basis. Any unused sick leave days shall be cumulative from year to year up to a maximum of 180 days. Employees who leave the District for any reason and have more sick leave in their sick leave bank than they have earned, shall have such unearned sick leave deducted from their sick leave bank.
- (b) **Using Sick Leave:** Sick leave may be used when an employee must miss work due to any of the following:
- (1) For a mental or physical illness, injury, or health condition or the employee needs a medical diagnosis or preventative medical care.
  - (2) If a family member needs care for a mental or physical illness, injury, or health condition, or needs a medical diagnosis or preventative medical care. Family members include the employee’s child (biological, adopted, foster, step, or other child they are legally responsible for), parent (biological, adoptive, foster, step, or someone who was their legal guardian or their spouse or registered domestic partner, or a person who was legally responsible for the employee when they were a minor), spouse, registered domestic partner, grandparent, grandchild, or sibling.
  - (3) If the Employee’s workplace or their child’s school or place of care has been closed for any health-related reason by order of a public official.
  - (4) If they are absent from work for reasons that qualify for leave under the state’s Domestic Violence Leave Act (DVLA). Washington State provides victims of

domestic violence, sexual assault, or stalking, the opportunity to take time off from work. This leave is available to all employees and qualifying family members. Victims and their family members can use domestic violence leave for: legal or law enforcement assistance and court proceedings, medical and psychological help, help from social service programs, safety planning, and relocating. Additionally, domestic violence leave is not limited by the employee's available paid leave. The act allows for reasonable amounts of unpaid leave. Employees should contact the Employee Services Department to be approved for use of sick leave or unpaid leave and/or to request reasonable safety accommodations. Employee Services may require that the employee provide documentation to support their request such as police reports, court documents, employee's written statement, or statement from a provider, clergy, attorney, or victim advocate.

(c) **Out of Sick Leave:** When an employee has exhausted their sick leave bank, additional missed work hours for illness/injury will be deducted from their personal or vacation leave bank, if available. If all available leave has been exhausted, the employee will be considered on leave without pay and any hours missed will be deducted from their paycheck. Employees should contact Employee Services immediately to discuss their leave options, as taking leave without pay without approval from Employee Services, per District Policy, may lead to discipline.

(d) **Temporary Disability and Return to Work Program:** Under certain conditions, an employee may be allowed to temporarily perform a portion of a full load in a work-hardening period. This may be done only with the approval of the attending physician, the immediate supervisor, and the Director of Employee Services/designee. Pay will be prorated after the leave allocation has been exhausted. Each case will be individually considered as to feasibility of the proposed work plan or accommodation. Employees are required to contact Employee Services.

(e) **Physician's Statement Required:**

(1) If any employee is absent due to illness or injury and the supervisor in consultation with an Employee Services administrator has reason to believe an employee's ability to perform the essential functions of the job are impaired, a physician's certificate attesting to the illness or injury and to the employee's fitness to perform their duties may be required at the discretion and expense of the district.

- (2) CDL holders may be required to acquire an updated Medical Examiner's Certificate (MEC) prior to returning to work.
- (3) If the absence continues for five (5) consecutive days, or if an employee is absent and has no accrued sick leave, if the employee has requested and been denied other leave for the same days as the employee takes emergency or sick leave, or if the employee is on an attendance improvement plan, the physician's certificate shall automatically be required at the expense of the employee.
- (4) Extended leave In the case of extended sick leave, the employee will be returned to their former position provided the illness does not continue more than ninety (90) calendar days beyond accumulated leave. After ninety (90) calendar days a position, comparable in pay and hours, but not necessarily their position, will be held open for the employee for up to one (1) year.

**(f) Federal and State Leave Programs:**

- (1) The District shall follow the current Federal Law as to the qualifications and implementation of Family Medical Leave Act (FMLA). The most current and official information about FMLA can be obtained from the Department of Labor website: [www.dol.gov/general/topic/benefits-leave/fmla](http://www.dol.gov/general/topic/benefits-leave/fmla).
- (2) The District shall follow the current State Law as to the qualifications and implementation of Washington State's Paid Family Medical Leave (PFML). The most current and official information about PFML can be obtained from the Employment Security Department: <https://paidleave.wa.gov/>.
- (3) Sick Leave Incentive Attendance Program: The District will apply the provisions of RCW 41.04.340, as hereinafter provided: In January employees may request to cash out any amount of unused sick leave that is over sixty (60) days of accumulated leave. Employees must have a balance of at least sixty (60) days after the cash out. The pay rate is one (1) day's monetary compensation for each four (4) days of cashed out sick leave. Cashed out days shall be deducted from accrued leave time.

At the time of separation from school district employment due to retirement or death, an employee or employee's estate shall receive a cash out at a rate equal to one (1) day's monetary compensation for each four (4) days of cashed out sick leave. All cash out shall be at the employee's current salary rate at the time of the cash out.

Requests to cash out sick leave must be directed to Employee Services. Employees

should contact Employee Services for the required form.

**(g) Notification of Absence:**

- (1) In the case of absences, the supervisor must be notified of any absence at least one (1) hour before shift start. The supervisor or designee will assign substitutes.
- (2) In cases of unscheduled work absences, it will be the responsibility of the employee to give to the immediate supervisor daily notification of work status with the exception where a definite date of return has been established.
- (3) Head/Day Custodial Call In. The head/day custodian will notify the facility night custodian of pending shift absence. The night custodian will substitute for the first day the head/day custodian will notify the Manager of Maintenance and Custodial.

**Section 14.2 Provisions for Emergency Leave** The District shall grant emergency leave with pay for the following reasons: illness or hospitalization of a member of the employee's family which necessitates the employee's actual presence; serious damage to personal property; bereavements not covered by the bereavement policy; and legal proceedings in which the court mandates attendance by the employee. A maximum of five (5) consecutive working days emergency leave shall be available for each incident. Illness for children under eighteen years of age are not subject to the five (5) day limit. Additional days may be granted at the discretion of the Director of Employee Services or their designee. All paid emergency leave shall be first deducted from accumulated sick leave. If the sick leave bank has been exhausted, and unless otherwise directed by the employee, hours will be deducted from accrued personal or vacation leave bank. If all paid leave banks have been exhausted, the employee will be considered to be on unpaid emergency leave and any hours missed will be deducted from their paychecks.

The district may grant leave in other emergencies which make it impossible for the employee to work. General conditions under which emergency leave may be granted in "other emergencies" are as follows:

- a. The problem must have been suddenly precipitated and must be of such a nature that planning is not possible, or that planning could not relieve the necessity for the employee's absence.
- b. The problem cannot be one of minor importance or mere inconvenience but must be serious.

## **Section 14.3 Bereavement Leave**

**Section 14.3.1** Bereavement leave, not to exceed five (5) consecutive working days, will be allowed with pay for each death in the immediate family. "Immediate family" means the mother, mother-in-law, father, father-in-law, stepmother or stepfather, spouse, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, grandchild, brother or sister of the employee, sister-in-law or brother-in-law, the grandchild or the grandparent of the employee or their spouse, guardian, or any relative living in the immediate household of the employee. Bereavement leave is noncumulative and is not deducted from sick leave.

Bereavement leave limited to one (1) day of leave with pay is hereby provided in case of absence caused by death of 1.) close friend, or 2.) a relative not included in the "immediate family" defined above. The single-day bereavement leave provided in this paragraph is limited to two (2) occasions per year. Such leave is noncumulative and is not deducted from sick leave. Requests for bereavement leave must specify the name and relationship of the individual who has passed and the date of the passing. The District may require proof of death. Proof for the purpose of this leave is defined as obituaries, copy of death certificate, program of service, or other official method of establishing death and relationship (if needed).

**Section 14.3.2** Emergency leave may be granted by the Director of Employee Services/designee for bereavement purposes where the death is not covered by this policy. If the deceased has substantially the same association with the employee as their parent or child would have, then bereavement leave may be granted at the discretion of the Director of Employee Services or designee.

**Section 14.4 Maternity / Paternity/ Adoption/Foster Care Placement Leave** An employee requesting maternity / paternity/ adoption or foster care placement leave shall give written notice to the District at least thirty (30) days prior to the commencement of such leave. When thirty (30) day's written notice is not possible, the employee must give notice as soon as it is practical. The written request for maternity/paternity/adoption/foster care placement leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth/adoption/placement the employee shall inform the District of the specific day on which they will return to work. Sick leave shall be granted under the sick leave provision contained herein. If eligible, employees will be placed on FMLA while out on this leave. Additionally, employees may be eligible for PFML benefits through the Employment Security Department and may opt to use PFML benefits in lieu of District-paid leave. An employee returning from

maternity/paternity/adoption leave shall be placed in their former position, or in a similar position in the District. Leave for childcare and maternity will be in compliance with state law.

### **Section 14.5 Other Leaves**

**Section 14.5.1 Unpaid Leave** The Director of Employee Services/designee may grant leave for reasons not listed herein; leave without pay. A written request for such leave must be submitted through the immediate supervisor to the Director of Employee Services/designee.

**Section 14.5.2 Union Leave** Unpaid leave up to a maximum of three (3) days to attend union functions to which they have been appointed may be granted to shop stewards. This will require advance written permission by supervisor and Director of Employee Services.

**Section 14.6 Leave for Part-Time Employees** All regular employed part-time employees who are employed four (4) hours per day or more shall be entitled to sick leave and all other benefits as granted, but such leaves and benefits will be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employee bears to eight (8) hours per day, 260 days per year. Employees working less than four (4) hours per day will receive sick leave consistent with Washington State Law.

**Section 14.7 Judicial Leave** In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District, except for any compensation received for travel. Such repayment shall not exceed the employee's normal daily pay, less bona fide expenses.

When the employee's presence is no longer required in court, they must return to work. This provision will apply only to employees who work during normal court hours.

**Section 14.8 Personal Leave** Three (3) personal leave days shall be granted to all employees, with a fourth personal leave day after fifteen (15) years of service to the district. Personal leave is allocated in advance during the month of September. It is non-cumulative. New employees must work ninety (90) consecutive days to earn personal leave. Unearned personal leave taken during the year will be deducted if the employee terminates during the year.

Personal leave may not be taken during the first or last week of school; however, exceptions may be granted on an individual need basis.

The employee must submit a written request to their supervisor(s) two (2) days prior to taking said leave. The absence needs to be approved by the supervisor or their designee. Employees are not required to disclose the reason(s) for personal leave requests.

Personal leave days granted but not taken during the year will be automatically cashed out in August through established district procedure. The cash out rate for personal leave is at the rate of one hundred percent (100%) of employee's regular rate of pay. Personal days that are rolled over from one year to the next may not be cashed out in the second year.

Unused personal leave may not be cashed out in the two (2) years prior to retirement. If an employee cashes out personal leave in those two years prior to retirement, they will be required to reimburse the district to avoid a retirement system's penalty.

### **Section 14.9 Leave Sharing**

The District and the Union agree that leave sharing is a worthwhile benefit to bargaining unit members who either have consumed all accumulated leave or will, as a probability, consume all accumulated leave before returning to work. The parties agree to permit leave sharing between employees in different bargaining units and may receive donated leave from employees in other bargaining units when allowed by any other applicable collective bargaining agreement. In that regard, the parties agree as follows:

a). **Individualized Eligibility Determination:** An employee may apply for leave sharing provided they have met the following criteria:

- (1) The employee suffers from or has a relative or household member who suffers from, an extraordinary or severe illness, injury, impairment or physical or mental condition and the condition must either have caused or be likely to cause the employee to take leave without pay or terminate employment. Written confirmation by a medical doctor will be required.
- (2) The employee has been called to service in the uniformed services.
- (3) A state of emergency has been declared anywhere within the United States and by federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers their services to either a

governmental agency or to a nonprofit organization engaged in humanitarian relief of the devastated area, and the governmental agency or not profit organization accepts the employee's offer of volunteer services.

- (4) The employee is a victim of domestic violence, sexual assault, or stalking.
- (5) The employee has depleted all of their sick leave and annual leave reserves or provides written confirmation by a medical doctor that, as a medical probability, the employee will remain unable to return to work until after all remaining leave with pay is consumed.
- (6) The employee has diligently pursued and has been found to be ineligible for industrial insurance benefits.

Leave sharing shall be administered in accordance with RCW 41.04.665.

**b). Determination of Degree of Benefit and Conditions:**

- (1) The Superintendent or designee and a Union representative shall determine the amount of leave which the affected employee shall be allowed. This determination shall be based upon the written confirmation of a medical doctor, referred to at (1) or (2) above.
- (2) No employee shall receive more than one hundred eighty (180) days of donated leave per contract year.
- (3) An employee who has an accrued vacation leave balance of more than the minimum amount required in RCW 41.04.665 may request to transfer any amount of accrued annual leave to another employee authorized to receive shared leave. An Employee may not transfer leave that would result in an accrued annual leave balance of fewer than the minimum amount required in RCW 41.04.665.
- (4) An employee who has an accrued sick leave balance of more than the minimum amount required in RCW 41.04.665 may request that the District transfer accumulated sick leave to the affected employee. An Employee may not transfer leave that would result in an accrued annual leave balance of fewer than the minimum amount required in RCW 41.04.665.
- (5) The District shall develop forms and procedures necessary to implement the sick leave and annual leave sharing.
- (6) Contributions of leave shall be on a voluntary basis and the names of donors shall be kept confidential. The Union shall be permitted to make the membership aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.
- (7) Recipients of donated leave shall continue to be district employees and shall continue to receive normal employee benefits.

- (8) In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within (45) days after the donee's use of accumulated leave ceases.
- (9) Except for procedures in (8) immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that they will not ask for return of the donated leave, and the Union by this agreement also agrees to make no request for return of donated leave.

## **ARTICLE 15 WAGE RATES AND JOB CLASSIFICATION**

**Section 15.1** The job classifications and wages reflected on the attached salary schedule shall be effective for the school year (September-August) listed at the top of the salary schedule unless changed by mutual agreement of the parties.

**Section 15.2** 180-day custodians assigned to summer cleanup work will receive their regular rate of pay. All other employees will receive the temporary craft worker or temporary hourly worker rate of pay, depending upon assignment.

**Section 15.3 Crew Leader** Employees designated as crew leaders will be paid \$200/month. Crew leaders will be appointed at the discretion of the supervisor. Any employee temporarily appointed to the positions shall be compensated on a pro rata basis.

**Section 15.4 Pesticide / Herbicide Application** Only licensed employees shall be assigned to apply hazardous chemicals to control weeds and/or insects on District property where a license is so required by law. Employees so assigned shall receive \$3.00 per hour over regular rate(s) for all hours of work performed while spraying, calibrating, mixing, cleanup and disposal of hazardous chemicals.

**Section 15.5 Longevity.** The salary schedule will include a 2% increase for longevity at year 5 and a 2% increase for longevity at years 10, 15, 20 and 25.

**Section 15.6 Mechanic Pay** The district will pay the costs for Mechanics to renew the Commercial Driver's License (CDL). If an off-duty Mechanic is directed by the Supervisor or designee to respond to a school district vehicle in need, the Mechanic shall be compensated a minimum of two (2) hours pay.

**ARTICLE 16 TRAINING**

**Section 16.1 Annual In-Service Training** Three days of annual in-service training classes will be scheduled and conducted by the Maintenance Department. The District will supply the instructor(s) and course materials. Classes will be conducted on District time. Courses offered will include such topics as safety, basic cleaning techniques, District policy, Operations Department procedures, building maintenance, heating and ventilation equipment servicing, boiler classes and basic supervision techniques. Employees will be given a minimum one (1) month notice of this training.

Mechanics will receive OSPI required training annually.

**Section 16.2 Additional Training** Mechanics will receive no less than one safety training quarterly based on designated WISHA, OSHA, Electric Vehicle (EV), FMCSA or other state and federal requirements.

**ARTICLE 17 INSURANCE**

**Section 17.1** The District shall provide insurance through the state School Employees Benefits Board (SEBB). The parties acknowledge eligibility for SEBB benefits is determined by the state. The employee is responsible for any portion of insurance costs not covered by the state.

**ARTICLE 18 PROHIBITION REGARDING ALCOHOL AND/OR CONTROLLED SUBSTANCES, DRUG TESTING**

**Section 18.1** The unauthorized use, sale, transfer, or possession of alcohol, drugs, controlled substances and/or “mood altering” substances (except the possession of prescribed medication other than marijuana, verifiable by a current, properly issued prescription that would not present impairment or a safety risk) during work hours, (including meal and rest periods), on District property, in District vehicles, or in personal vehicles while conducting District business, is prohibited. Violation of this section of the Agreement will result in disciplinary action which may include discharge.

**Section 18.2** The District may, with just cause relating to the job impairment of an employee, require testing for evidence of the illegal or excessive use of alcohol, drugs, narcotics, amphetamines, or any other legally controlled substance. All newly hired employees may be

tested as part of the employment process. Random drug testing of employees is strictly prohibited, with exception of CDL holders who, pursuant to Federal regulation, are subject to either random or reasonable suspicion drug and alcohol testing.

**Section 18.2.1** Should an employee or applicant for employment test positive (indicating substance abuse), the Gas Chromatograph (or other proven test of equal or greater validity) will be used to validate the first test. As more advanced testing procedures become available, the District will adopt the newest, most error-free testing procedure available, if tests are available locally and the costs are comparable. There will be strict adherence to the chain of custody of all samples.

Upon request, the employee or applicant will have the opportunity for a confirmatory test at the same or other testing facility at their own expense. The privacy and confidentiality of the employee will be of the utmost importance to the District when dealing with concerns of this nature.

**Section 18.2.2** Employees who voluntarily (not initiated by an incident having to do with their dependency) make their drug or alcohol dependency known to the employer, will be referred to the Employee Assistance Program. Employee Services will determine whether it is safe for an employee to continue in their position. If it is not safe, an employee may be moved to a different position with comparable hours or pay if such a position is available. If such a position is not available, the employee will be allowed to take medical leave to address their dependency. A position of comparable hours and pay will be held for the employee for up to a year while dependency issues are addressed. The employee may petition Employee Services to hold a position for up to an additional year.

## **ARTICLE 19 RETIREMENT, RESIGNATION OR TERMINATION**

- If the final workday is the first through the fourteenth (1<sup>st</sup>-14<sup>th</sup>), vacation entitlements will be paid at the end of the month.
- If the final workday is the fifteenth through the thirty first (15<sup>th</sup> – 31<sup>st</sup>), vacation entitlements are deferred one month.
- If the employee leaves after the insurance has been paid by the District for the month said employee will remain covered until the end of the month.
- Vacation buy-out is limited to two years entitlement with a maximum of 30 days applied to retirement credit. Payment shall be made at the payroll following the request.

- Upon retirement an employee may cash out sick leave at the rate of twenty-five percent (25%) or one (1) day's compensation for every four (4) days. (Or contribution to VEBA if elected by the Union, at the same payout rate)

## **ARTICLE 20 – MEMORANDUMS OF AGREEMENT**

**Section 20.1** All Memorandum(s) of Agreement or Understanding agreed to by the parties shall be brought forward and made part of this agreement for its duration.

## **ARTICLE 21 SEPARABILITY OF PROVISIONS**

**Section 21.1** If any provisions of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 21.2** Neither party shall be compelled to comply with any provisions of the Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

**Section 21.3** In the event either of the foregoing sections is determined to apply to any provisions of this Agreement, parties agree to renegotiate the affected provision by holding a meeting within thirty (30) days after such determination has been made.

## **ARTICLE 22 TERM**

**Section 22.1** The term of this Agreement shall be from and retroactive to September 1, 2024, through August 31, 2027.

**Section 22.1** All provisions of this Agreement shall be applicable to the entire term of the Agreement notwithstanding its execution date, except as provided in the following section.

### **Section 22.2 Wages**

2024-2025 - IPD with a me-too provision that is any Classified bargaining unit bargains anything above IPD on the salary schedule, including any one-time salary stipends/signing bonuses, IUOE will automatically get the same and it will be retro to September 1, 2024.

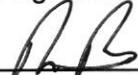
2025-2026- 2% or IPD whichever is higher.

2026-2027- A wage opener.

**SIGNATURE PAGE**

DATED this 27 day of August, 2024.

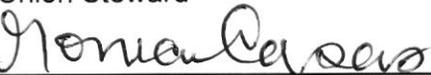
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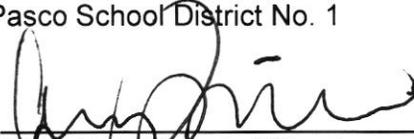
  
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Pasco School District No. 1

  
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President Board of Directors

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Lead Negotiator

**IUOE**  
**2024-2025 Salary Schedule**

	<u>REGULAR</u>	<u>&gt; 5 YEARS</u>	<u>&gt;10 YEARS</u>	<u>&gt;15 YEARS</u>	<u>&gt; 20 YRS</u>	<u>&gt;25 YRS</u>	
<b><u>CUSTODIANS</u></b>							
Custodian III	25.79	26.30	26.83	27.37	27.91	28.47	
Custodian II	23.82	24.30	24.79	25.28	25.79	26.30	
Custodian I	22.66	23.11	23.57	24.04	24.52	25.01	
*Custodian Substitute	18.70						
<b>AAAA</b>	32.44	33.08	33.75	34.42	35.11	35.81	
<b>AAA</b>	30.37	30.98	31.60	32.23	32.87	33.53	
<b>AA</b>	28.78	29.36	29.95	30.54	31.16	31.78	
<b>A</b>	26.94	27.48	28.03	28.59	29.17	29.75	
<b>B</b>	25.38	25.89	26.40	26.93	27.47	28.02	
<b>D</b>	22.89	23.35	23.82	24.30	24.78	25.28	
<b>*E</b>	min. wage	N/A	N/A	N/A	N/A	N/A	
<b>Print Shop Lead</b>	30.60	31.21	31.83	32.47	33.12	33.78	
<b><u>MECHANIC W/ASE CERTIFICATION(S)</u></b>							
Bus Specialist/Parts	30.00	30.60	31.21	31.84	32.47	33.12	Mechanics who earn ASE 6+ (Master) certification will receive an additional 4% wage increase.
Mechanic I	33.60	34.27	34.96	35.66	36.37	37.10	
Mechanic II	34.66	35.35	36.06	36.78	37.51	38.26	
Mechanic III	36.97	37.71	38.46	39.23	40.02	40.82	
Lead Mechanic	38.37	39.14	39.92	40.72	41.53	42.36	

<b><u>CLASS AAAA SPECIALIST</u></b>	<b><u>CLASS A SEMI-SPECIALIST</u></b>	<b><u>CUSTODIAN III</u></b>
Carpenter	<b><u>MAINTENANCE</u></b>	Booth Day Custodian
Electrician	Deliveryperson	Head Custodian
Plumber	Printshop Operator	NHHS Custodian
Refrigeration Specialist	Mail Courier	
Systems Specialist		<b><u>CUSTODIAN II</u></b>
Mechanic	<b><u>CLASS B</u></b>	Booth Night Custodian
Utility Crafts	Bus Washer, Fuel & Light Mech	Grounds Custodian
Locksmith		Lead Custodian
<b><u>CLASS AAA SPECIALIST</u></b>	<b><u>CLASS D</u></b>	<b><u>CUSTODIAN I</u></b>
Irrigation Specialist	Temporary Craft Worker	Night Custodian
Painter		Regular Custodian
Utility Crafts-Swing Shift	<b><u>CLASS E</u></b>	
Asst. System Specialist	Temporary Hourly Worker	
Groundsperson		<b><u>GRAVEYARD SHIFT</u></b>
Service Technician/Custodian		\$0.75 above base rate
Warehouse Foreman		
<b><u>CLASS AA SPECIALIST</u></b>		
Printer		
Warehouseperson		

updated 8/2/2024