

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**ABERDEEN SCHOOL DISTRICT NO. 5**

**and the**

**GRAYS HARBOR LOCAL 275, WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, AFSCME AFL-CIO**

**ABERDEEN SCHOOL DISTRICT CHAPTER of MAINTENANCE AND  
OPERATIONS**

**SEPTEMBER 1, 2025 TO AUGUST 31, 2030**

## TABLE OF CONTENTS

ARTICLE 1 - ADMINISTRATION .....	3
ARTICLE 2 - MANAGEMENT RIGHTS .....	5
ARTICLE 3 - CONFLICT RESOLUTION .....	5
ARTICLE 4 - HOURS OF WORK AND OVERTIME.....	7
ARTICLE 5 - HOLIDAYS .....	10
ARTICLE 6 - VACATIONS.....	10
ARTICLE 7 - SICK LEAVE .....	11
ARTICLE 8 - LEAVE OF ABSENCE .....	14
ARTICLE 9 - FAMILY BEREAVEMENT.....	16
ARTICLE 10 - MATERNITY/PATERNITY LEAVE .....	17
ARTICLE 11 - RETIREMENT .....	17
ARTICLE 12 - WAGES AND BENEFITS .....	17
ARTICLE 13 - SENIORITY .....	19
ARTICLE 14 - PROBATION PERIOD.....	21
ARTICLE 15 - DISCIPLINE AND DISCHARGE .....	22
ARTICLE 16 - JURY DUTY.....	22
ARTICLE 17 - MISCELLANEOUS PROVISIONS.....	22
ARTICLE 18 - TERM OF AGREEMENT .....	25

**PURPOSE OF THIS AGREEMENT**

The general purpose of this Agreement, which is in the mutual interests of the Directors of the Aberdeen School District No. 5 and the non-certificated employees of the departments hereinafter mentioned, is to provide the instrument for the conduct of orderly 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.

Local 275, Washington State Council of County and City Employees of the American Federation of State, County, and Municipal Employees, AFL-CIO (The Union) is the sole bargaining Agent for the non-certificated personnel of the departments hereinafter mentioned of the Aberdeen School District No. 5 (The District).

**ARTICLE 1 - ADMINISTRATION**

**SECTION 1 - MEMBERSHIP**

Employees of the following departments are subject to the provisions of this Agreement:

- A. Operation (Custodian, Groundskeeper, General Laborer)
- B. Maintenance (Lead Mechanical/Electrical Technician; Mechanical/Electrical Technician; and Utility/Maintenance Worker).
- C. Substitute employees are not members of the bargaining unit until they work thirty (30) or more consecutive workdays in a twelve (12) month period ending in the current or immediately preceding school year. If the District has reasonable expectation that a substitute will have a duration of thirty (30) or more days, the employee shall be included in the bargaining unit.

The only provision of this Agreement applicable to substitutes shall be Article 1, Section 1; Article 4; and Article 17, Section 1.

Supervisory or managerial personnel who are employed in the above-named departments are not subject to the provisions of this 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 such time and on conditions set forth in the authorization for payroll deduction regardless of employee's continued membership in the Union. The District shall honor the terms and conditions of each employee's authorization for payroll deduction. The District shall

46 transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid  
47 whether executed in writing or electronically.

48  
49 The Chapter Chair or designee shall provide a copy of the Authorization for Payroll  
50 Deduction and Representation card (Union card) to new employees at the New Member  
51 Orientation, per Section 2 of this Article.

52  
53 On a monthly basis the District shall submit an electronic copy of the Authorization for  
54 Payroll Deduction and Representation via email to *C2everett@council2.com* that they have  
55 received.

56  
57 The district will maintain its copies of union cards in a secure location that is available to the  
58 Union upon request with reasonable notice.

59  
60 When new employees join the unit, the district will provide to the Union a complete list of  
61 all bargaining unit members that includes: Employee name, mailing address, personal  
62 phone, work email, birth date, hire date in current bargaining unit, department and monthly  
63 base wage. The employer shall rely on information provided by the exclusive bargaining  
64 representative regarding revocation of deductions. The Union shall indemnify the District  
65 and save the District harmless from any and all claims against the District arising out of  
66 administration of this article so long as the District complies with this article.

67  
68 **SECTION 2 - NEW EMPLOYEE ORIENTATION**

69 The district agrees to notify the Union staff representative and local Union President in  
70 writing of any new positions and new employees within the first week of hire. The Human  
71 Resources Department will arrange for a union official, at no loss of pay, to be granted up to  
72 thirty (30) minutes during the orientation process to provide a basic overview of the new  
73 employees' rights and responsibilities regarding union membership, dues authorizations, and  
74 Union insurance. The district will show all newly hired employees where the current  
75 agreement is posted on the ASD5 website.

76  
77 **SECTION 3 - ADMINISTERING THE CONTRACT**

78 The Superintendent or designee and one other representative of the District and the  
79 Union Chapter President and one other Union Member or Union Staff  
80 Representative will meet monthly or as needed to discuss the orderly monitoring of  
81 this contract. By mutual agreement of the parties, the number of representatives may  
82 be changed.

83  
84 The District shall inform candidates for positions within the bargaining unit of the union  
85 membership requirement and shall furnish all newly hired employees with an electronic copy  
86 of the most current union agreement, with the ability to print a full copy one time on a district  
87 device.

88  
89  
90

91 SECTION 4 - APPLICATION OF CONTRACT

92 All provisions in this Contract shall be fairly and equitably applied to all bargaining unit  
93 employees.

94  
95 SECTION 5 – HARASSMENT

96 Harassment of employees based on protected legal status is prohibited in the work place by  
97 any person and in any form at any time. The District and the Union are committed to a  
98 working and learning environment that is free of discriminatory intimidation. The  
99 exploitation of authority to harass employees is a form of illegal discrimination and will not  
100 be tolerated if such conduct creates an intimidating, hostile, or offensive work environment  
101 for the employee. This will not limit the District's ability to supervise or evaluate employees  
102 as long as this action is not deemed discriminatory or arbitrary pursuant to this contract or  
103 state law. The District and Union are committed to treating such complaints or allegations  
104 with respect and confidentiality regarding the personal privacy of all concerned parties. An  
105 employee who brings a complaint can do so without fear of retaliation.

106  
107 SECTION 6 – COMPLAINTS

108 The District and the Union are committed to treating any complaints or allegations with respect  
109 and confidentiality regarding the personal privacy of all concerned parties.

110  
111 ARTICLE 2 - MANAGEMENT RIGHTS

112  
113 The customary and usual rights, powers, functions, and authority of management are vested  
114 in management officials of the District. Included in these rights in accordance with and  
115 subject to applicable laws, regulations, and the provision of this Agreement, are the right to  
116 direct the work force, the right to hire, promote, retain, transfer, and assign employees in  
117 positions; the right to suspend, discharge, demote, or take other disciplinary action against  
118 employees for cause; and the right to release employees from duties because of lack of work  
119 or for other legitimate reasons. The District shall retain the right to maintain efficiency of  
120 the District operation by determining the methods, the means, and the personnel by which  
121 such operation is conducted.

122  
123 The right to make reasonable regulations shall be considered acknowledged functions of the  
124 District. In making regulations relating to matters of working conditions, the District shall  
125 give consideration to the legal rights of the employee and, when possible, will advise the  
126 employee organization in advance of changes to existing regulations. The District retains and  
127 reserves all powers, rights, authority, duties, and responsibilities conferred by law and the  
128 regulations of the Washington Administrative Code.

129  
130  
131 ARTICLE 3 - CONFLICT RESOLUTION

132  
133 DEFINITION

134 A grievance is a claim filed by a member or members of the bargaining unit alleging that  
135 the District has violated, misinterpreted, unfairly applied or not applied any provision of

136 this Agreement which affects said employee(s).

137

138 Time limits may be extended by mutual consent.

139

140 This Article shall not limit an Employee's right to discuss a complaint via administrative  
141 channels and to solve this problem without resort to these grievance channels.

142

143 STEP ONE

144 Employees shall first discuss the grievance with their immediate supervisor/building  
145 administrator. If employees so wish, they may be accompanied by a Union representative.  
146 All grievances not brought to the immediate supervisor within fifteen (15) working days of  
147 the occurrence of the grievance or within fifteen (15) working days of the time the grievant  
148 should reasonably have known of the grievance shall be withdrawn and subject to no further  
149 processing. If the District fails to meet a time limit the grievance shall, at the option of the  
150 Union, proceed to the next step.

151

152 STEP TWO

153 If the grievance is not resolved to the employee's satisfaction by informal discussion with  
154 the supervisor/building administrator within ten (10) working days of the date of that  
155 discussion, the employee shall reduce to writing the statement of the grievance,  
156 including the following information:

157

- 158 A. The facts on which the grievance is based including the name of the
- 159 individual with whom the preliminary conference was held;
- 160
- 161 B. A reference to the provisions in the Agreement which have been allegedly violated;
- 162
- 163 C. The date this matter was discussed with the supervisor/building administrator; and
- 164
- 165 D. The remedy sought.

166

167 The employee, with Union assistance if desired, shall submit the written statement of grievance  
168 to the immediate supervisor/building administrator and Union Grievance Committee and shall  
169 submit a copy to the office of the Superintendent. The Superintendent or his/her designee will  
170 have five (5) working days from the submission of the written statement to meet with the  
171 employee, who may be represented by the Union, or to set a mutually agreeable meeting date.  
172 Provided that, any public employee at any time may present his/her grievance to the District  
173 and have such grievance adjusted without the intervention of the exclusive bargaining  
174 representative, if the adjustment is not inconsistent with the terms of a collective bargaining  
175 agreement then in effect. Notification of meetings to the bargaining representative is the  
176 responsibility of the grievant. The decision of the Superintendent or his/her designee will be  
177 presented in writing to the Employee and the Union within five (5) working days following the  
178 meeting.

179

180 STEP THREE

181 If the grievance is not resolved at Step Two, the Union may refer the grievance to arbitration.

182 Unless the parties can mutually agree on an arbitrator, they will request from the Washington  
183 State Public Employment Relations Commission a list of eleven (11) qualified arbitrators.  
184 The parties will attempt to agree upon an arbitrator from this list. If they cannot agree within  
185 five (5) calendar days from receiving the list, a flip of the coin will determine which party  
186 strikes the first name from the list. This striking of names will alternate between the parties  
187 until one name remains and this person shall be the arbitrator. Referral to arbitration must be  
188 made within fifteen (15) working days after the decision in Step Two and will be  
189 accompanied by the following information:

- 190
- 191 A. Nature of dispute
- 192 B. Section(s) violated
- 193 C. Remedy sought

194  
195 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood  
196 as follows:

- 197
- 198 A. The arbitrator shall have no power to render a decision that will add to, subtract from  
199 or alter, change or modify the terms of this Agreement, and his power shall be limited  
200 to interpretation or application of the terms of this Agreement. All other matters shall  
201 be excluded from arbitration.
- 202
- 203 B. The decision of the arbitrator shall be final, conclusive and binding upon the  
204 District, the Union, and the employee involved.
- 205
- 206 C. The cost of the arbitrator shall be borne equally by the Union and the District. Each  
207 party shall bear the cost of presenting its own case.
- 208
- 209 D. The arbitrator's decision shall be made in writing and shall be issued to the parties as  
210 soon as possible after the case is submitted to the arbitrator.

211  
212  
213 **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

214  
215 **SECTION 1 - WORKDAY**

216 The regularly scheduled hours of work may vary from department to department and from  
217 building to building.

218  
219 **SECTION 2 - EMPLOYEE ASSURANCE**

220 The employees assure the District that they will report for work regularly during the  
221 normal work week, unless illness or some circumstances beyond their control prevent their  
222 working.

223  
224  
225

226 SECTION 3 - WORK WEEK

227 The work week shall consist of five (5) consecutive days of eight (8) hours or less which are  
 228 followed by two (2) consecutive days of rest.

229 An optional four ten-hour day work schedule is available for the maintenance employees year-  
 230 round and for custodial employees during summer only.

231

232 A. The employee must have the Maintenance and Custodial Manager's or building  
 233 supervisor's approval to work the four ten-hour workday schedule.

234

235 B. Holidays will be paid at eight (8) hours or the employee's normally scheduled  
 236 workday (less than 8 hours). Schedules will be adjusted to reduce the number  
 237 of hours worked to accommodate the holiday pay. Employees will be paid at  
 238 straight time for adjusted hours worked during a holiday week.

239

240 C. Employees working the four-ten schedule will receive overtime pay after ten  
 241 (10) hours per day or forty (40) hours per week instead of after eight (8)  
 242 hours per day.

243

244 D. Vacation, sick leave, personal leave and other compensated time will be  
 245 recorded on a time sheet and deducted from the employee's balance at the  
 246 (10) hours per day.

247

248 SECTION 4 – REGULAR WORK TIMES

249 Each work assignment will have regular starting and ending times (the same time each day).  
 250 Employees working five (5) hours or more per day will have a non-paid thirty (30) minute  
 251 lunch period. Employees are entitled to a fifteen (15) minute rest break for each four (4) hours  
 252 they work. If the District finds it necessary to adjust the assigned shift, the employee shall  
 253 have at least one week's (five [5] work days') notice of the change. The notice requirement  
 254 may be waived by mutual agreement.

255

256 SECTION 5 – IN-SERVICE

257 Two (2) days of in-service training will be offered to employees each school year. One in-  
 258 service day will be held outside the normal work day in the evening or on Saturday, but not on  
 259 a three (3) day weekend and attendance by employees will be voluntary. Employees attending  
 260 the in-service day outside of the normal work week will be paid at their overtime rate of pay if  
 261 the hours are in excess of an eight (8) hour shift or a forty (40) hour week. The second in-  
 262 service day will be held during the normal work week and will be paid at straight time.

263

264 Vector training shall be done during work hours. The supervisor shall work with the employee  
 265 to ensure adequate time to complete the training.

266

267 SECTION 6 - OVERTIME PAY

268 Overtime pay at one and one-half (1 ½) times the base hourly rate shall be paid for all time  
 269 worked in excess of an eight (8) hour shift or a forty (40) hour week. Overtime pay at one  
 270 and one-half (1 ½) times the base hourly rate shall be allowed for all time worked on  
 271 Saturday and Sunday unless it is a flex time adjustment per Section 7 or part of the regularly

272 scheduled work week for an employee assigned to the Maintenance Department. All work  
 273 done on paid holidays shall be paid at the rate of double the hourly rate in addition to the  
 274 regular holiday pay.

275 When activities extend past the school's regular custodial shift, a custodian may be  
 276 authorized up to two (2) hours of additional time to clean under the procedures outlined in  
 277 Appendix D of this agreement - *Procedures for Custodial Coverage for Building Activities*.  
 278 Any overtime required will first be offered to the employee assigned to that work area, then  
 279 to other employees within the same site, by seniority, on a rotating basis.

280  
 281 When an issue can be resolved remotely (for example, over the telephone), and the  
 282 employee does not have to physically return to work, the employee will receive overtime  
 283 pay at fifteen (15) minute increments, or thirty (30) minute increments between midnight  
 284 and 5:00 a.m., for time actually worked. Prior authorization to be able to work overtime  
 285 remotely will be given. This provision was specifically created for the Custodial Lead  
 286 position, though could apply to others with prior approval.

287  
 288 SECTION 7 – TEMPORARY FLEX TIME  
 289 Temporary changes in the regular working hours of the employee(s) for the convenience of  
 290 the District and or the employee(s) shall not be construed to be in conflict with this agreement  
 291 as long as mutually agreed upon by the parties.

292  
 293 SECTION 8 - CALL-OUT  
 294 If an employee (excluding lead custodian) is called back to work after leaving the job site,  
 295 they will be paid for a minimum of two (2) hours at their regular rate of pay, regardless of the  
 296 time actually worked. This call-out pay does not apply if the employee is informed before  
 297 leaving the job site where they are expected to return later for additional work, and that work  
 298 is a continuation of their regular shift. In such cases, the hours worked will be paid according  
 299 to the applicable overtime rules - typically, time and a half for any hours beyond eight (8)  
 300 hours in a day or forty (40) hours in a work week.

301  
 302 SECTION 9 - MONTHLY PAYMENT  
 303 Less than twelve (12) month employees shall be paid as follows: the total estimated salary  
 304 shall be divided equally over eleven (12) months, and paid on the last business day of  
 305 September through the last business day in August.

306  
 307 The employee's salary shall be adjusted monthly for time loss without pay and overtime work  
 308 authorized by the District on a time sheet to time sheet basis.

309  
 310 SECTION 10  
 311 No employee will be required to take work home.

312  
 313 SECTION 11 - SCHOOL CLOSURE  
 314 In the event of an unscheduled school closure due to inclement weather or in operation, the  
 315 District will request radio and television stations to announce such closure. In the event there  
 316 is less than one (1) hour's prior notice given, the employees not needed will be released by  
 317 their supervisors and receive a minimum of two (2) hours' pay.

318 If the Superintendent declares an extreme emergency and employees are required to leave the  
 319 work site, the emergency leave section in Article 7 will apply. In the case of a school closure  
 320 such as inclement weather, an employee who does not report to the work site or who chooses  
 321 to leave the work site, must report their absence to the District and will not be compensated.  
 322 However, an employee may use vacation leave, emergency leave, or personal leave in lieu of  
 323 non-compensated time without the usual required notice.

324  
 325 If the Governor's Office or other authorized agency orders an emergency closure of schools.  
 326 The district will work with the union to assess the impact.

327  
 328 SECTION 12 - USE OF PERSONAL VEHICLE

329 Employees required to use their automobile for travel or school business, which is approved  
 330 for reimbursement, will be reimbursed at the rate authorized by the IRS. If the IRS adopts  
 331 regulations that allow employees to claim more without additional reporting, the payment  
 332 under this section will be adjusted accordingly.

333  
 334  
 335 SECTION 13- INSURANCE COVERAGE

336 The District agrees to maintain the present insurance policies or reasonably comparable  
 337 coverage, if available, for the duration of this Agreement. Current policies are: Errors and  
 338 Omissions, General Liability, Fire and Umbrella Excess Costs. If comparable coverage is  
 339 unavailable, the Union will be informed.

340  
 341 SECTION 14 - ON CALL PAY

342 To meet the after-hours and emergency needs of the District, one employee from Maintenance  
 343 shall be On-Call, on a rotating basis, at all times of non-scheduled work in the Maintenance  
 344 Department.

345  
 346 The weekly On-call schedule shall be posted annually (September to August), but two weeks  
 347 prior to the beginning of the school year. The On-Call schedule shall be established by  
 348 seniority. Employees may opt out of the rotation provided there is adequate coverage  
 349 provided. Employees may voluntarily agree to trade or reassign their scheduled On-Call  
 350 day(s) to another employee with Supervisor approval.

351 On-Call employees shall carry and keep charged a District furnished electronic device. The  
 352 On-Call employees shall be able to physically respond to the call.

353  
 354 Employees shall be paid \$2.00 per hour for hours where there is non-scheduled work in  
 355 the Maintenance Department.

356  
 357 If there are no bargaining unit volunteers a supervisor or foreman may fill in for emergency  
 358 responses.

359  
 360  
 361

362 **ARTICLE 5 - HOLIDAYS**

363

364 **SECTION 1**

365 The following are paid holidays for twelve (12) month employees provided that they have  
 366 worked their last scheduled shift or portion thereof preceding the holiday and their first  
 367 scheduled shift or portion thereof following the holiday(s) or are on paid leave. Any other  
 368 paid holiday observed by the State of Washington shall be recognized for the duration of this  
 369 agreement. No payment shall be received if the employee is on unpaid leave immediately  
 370 before or after the holiday.

371		
372	New Year's Day	Veterans' Day
373	Martin Luther King Day	Thanksgiving Day
374	Presidents' Day	Day after Thanksgiving Day
375	Memorial Day	Christmas Day
376	Independence Day	Day before or day after Christmas Day
377	Labor Day	Juneteenth
378		

379 **SECTION 2**

380 All less than twelve (12) month employees shall receive the following paid holidays that fall  
 381 within their work year provided that they have worked their last scheduled shift or portion  
 382 thereof preceding the holiday and their first scheduled shift or portion thereof following the  
 383 holiday(s) or are on paid leave. Any other paid holiday observed by the State of Washington  
 384 shall also be recognized for the duration of this agreement. No payment shall be received if  
 385 the employee is on unpaid leave immediately before or after the holiday.  
 386 For employees whose hours per day vary during the week, holiday pay will be based on the  
 387 average hours worked per day.

388		
389	New Year's Day	Veterans' Day
390	Martin Luther King Day	Thanksgiving Day
391	Presidents' Day	Day after Thanksgiving Day
392	Memorial Day	Christmas Day
393	Independence Day	Day before or day after Christmas Day
394	Labor Day	Juneteenth
395		
396		

397 **SECTION 3**

398 If the following holidays fall on Saturday or Sunday, the Friday preceding or the Monday  
 399 following will be considered as paid holidays: New Year's Day, Independence Day and  
 400 Christmas Day. Employees may have their choice of Monday or Friday as long as the day  
 401 off is not in conflict with the school calendar.

402

403 The day before or the day following Christmas Day may be adjusted, by mutual agreement  
 404 between the supervisor and employee, as long as it is taken within the holiday break.

407 **ARTICLE 6 – VACATIONS**

408

409 **SECTION 1**

410 Twelve (12) month employees shall accrue vacation monthly according to years worked as  
411 follows:

412

413	One Years	10 Days per Year
414	Two Years	11 Days per Year
415	Three Years	12 Days per Year
416	Four Years	13 Days per Year
417	Five Years	14 Days per Year
418	Six Years	15 Days per Year
419	Seven Years	16 Days per Year
420	Eight Years	17 Days per Year
421	Nine Years	18 Days per Year
422	Ten Years	19 Days per Year
423	Eleven Years	20 Days per Year
424	Twelve Years	21 Days per Year
425	Thirteen Years	22 Days per Year
426	Fourteen Years	23 Days per Year
427	Fifteen Years	24 Days per Year
428	Sixteen Years	25 Days per Year

429

430

431 **SECTION 2**

432 Employees shall schedule their vacation, with at least five (5) days advance notice, by mutual  
433 agreement with the Maintenance & Custodial Manager, who will attempt to grant such requests.  
434 If there is less than twenty-four (24) hours' notice given by the employee, the Maintenance and  
435 Custodial Manager may make an exception to allow leave to be authorized for emergency use.  
436 Factors that may preclude the District from granting a request are cost of substitutes, work  
437 responsibilities of the employee and any other adverse effects on the school or District. Because  
438 of site governance and differing educational programs at sites, this section may apply  
439 differently at different locations.

440

441 **SECTION 3**

442 Vacation pay will be paid at the rate of the employee's regular base pay.

443

444 At the time of his/her termination, an employee who has earned, but has not received, paid  
445 vacation shall receive pay for such earned vacation. For purposes of retirement pay only, an  
446 employee can accumulate vacation to a maximum of thirty (30) days' vacation time during the  
447 twenty-four (24) months prior to retirement.

448

449 **SECTION 4**

450 Employees may carry over unused accrued vacation from one school year to the next,  
451 and may accrue a maximum of the equivalent of thirty (30) days' accrual.

452 **ARTICLE 7 - SICK LEAVE**

453  
454 **SECTION 1 - ACCUMULATION OF SICK LEAVE**

- 455 A. At the beginning of each school year, all twelve (12) month employees shall be credited
- 456 with an allowance of twelve (12) days sick leave. Nine (9) month employees shall be
- 457 allowed ten (10) days sick leave per year. Sick leave shall be vested when earned and
- 458 may accumulate up to the number of days established by RCW 28A.400.300 (180 regular
- 459 days or their work year, whichever is less). Sick leave shall be accumulated and recorded
- 460 and charged in a minimum of fifteen (15) minute increments. Sick leave benefits shall be
- 461 paid on the basis of the hourly rate applicable to the employee's normal daily work shift.
- 462 Each employee's monthly payroll statement will show the employee's accrued sick leave.
- 463
- 464 B. Employees may vote each year to participate in VEBA, a medical benefit plan for sick
- 465 leave conversion funds. If approved, funds that would otherwise be paid to the employee
- 466 for unused sick leave would instead be deposited into a VEBA trust account for approved
- 467 medical expenses.
- 468

469 **SECTION 2 - USE OF SICK LEAVE**

470 An employee is authorized to use paid sick leave for the following reasons:

- 471 A. An absence resulting from an employee's mental or physical illness, injury or health
- 472 condition; to accommodate the employee's need for medical diagnosis, care or
- 473 treatment of a mental or physical illness, injury or health condition; or an employee's
- 474 need for preventative care.
- 475
- 476 B. To allow the employee to provide care for a family member (as defined in Section 4
- 477 below) with a mental or physical illness, injury, or health condition; care of a family
- 478 member who needs medical diagnosis, care or treatment of a mental or physical
- 479 illness, injury, or health condition; or care for a family member who needs preventive
- 480 medical care.
- 481
- 482 C. When the employee's place of business has been closed by order of a public official
- 483 for any health-related reason, or when an employee's child's school or place of care
- 484 has been closed for such a reason.
- 485
- 486 D. An employee is authorized to use paid sick leave for absences that qualify for leave
- 487 under the Domestic Violence Leave Act, Chapter 49.76 RCW.
- 488
- 489 E. The District may require a signed statement from a physician for any absences in
- 490 excess of three (3) days due to reasons listed in Subsection A above. If the employee
- feels this creates an unreasonable burden, the District will evaluate their reasoning and
- provide an alternative.
- F. Any employee proved to have misused sick leave may be subject to immediate
- discipline, which could include suspension or discharge.

491 SECTION 3 – SICK LEAVE ATTENDANCE INCENTIVE PROGRAM.

492 In January of the year following any year in which a minimum of sixty (60) days of leave for  
 493 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
 494 option to receive remuneration for unused leave for illness or injury accumulated in the previous  
 495 year at a rate equal to one (1) day's monetary compensation of the employee for each four (4)  
 496 days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which  
 497 compensation has been received shall be deducted from accrued leave at the rate of four (4) days  
 498 for every one (1) of monetary compensation.

499  
 500 At the time of separation from school district employment due to retirement or death, an eligible  
 501 employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's  
 502 current monetary compensation for each four (4) days accrued leave for illness or injury.  
 503 Maximum accumulation for such remuneration under this formula shall be one hundred and  
 504 eighty (180) days.

505

506

507 SECTION 4 - FAMILY ILLNESS

508 Employees will be granted leave with pay charged against sick leave to care for:

509

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

522

523 Federal and/or State Family Leave Laws shall apply.

524

525 SECTION 5 - WORKERS' COMPENSATION

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

528

529 B. TIME LIMIT: All job-related accidents must be reported promptly, to the ESD 113  
 530 Workers' Compensation Trust. In the event an accident is not timely reported, a full  
 531 deduction from sick leave will be made.

532

533 C. An employee may elect to receive only Workers' Compensation rather than utilize  
 534 available accumulated sick/vacation leave. An employee may elect to receive  
 535 available accrued sick leave or vacation leave in addition to Workers' Compensation

536 time loss benefits for the number of hours/days they are disabled from work. They  
537 may supplement their Workers' Compensation benefits with sick/vacation leave up to  
538 receiving a full day's pay of sick/vacation in addition to Workers' Compensation  
539 benefits. The hours are deducted from their accrued sick/vacation leave balance.  
540

541 D. An employee who applies for Workers' Compensation and whose claim is at  
542 some point denied may use accumulated sick leave and/or vacation leave for the  
543 absence.  
544

545 E. For up to one (1) year, an employee who is on Workers' Compensation will  
546 continue to accrue seniority benefits. However, annual increment date will be  
547 adjusted to reflect the time off.  
548

549 F. The employee's same position will be held for twelve (12) months while the  
550 employee is out on Workers' Compensation. After twelve (12) months the  
551 employee will be terminated.  
552

553 SECTION 6 - EMERGENCY LEAVE

554 Employees may be granted leave with pay chargeable to sick leave when absence is caused  
555 by unforeseen personal emergencies not spoken to in other sections of this Article and the  
556 leave is within the policies and procedures of the District.  
557

558 ARTICLE 8 - LEAVE OF ABSENCE

559  
560 SECTION 1 - DISABILITY LEAVE

561 At the Employee's request, the District may grant a leave of absence for a period not to exceed  
562 twelve (12) months, without pay, to a regular employee with one or more years of service. In  
563 the event of the employee's ill health or temporary disability, the District shall grant a leave of  
564 absence for up to a period of twelve (12) months. The employee shall have ten (10) working  
565 days from the time his/her sick leave is exhausted to request a leave of absence. If the  
566 employee does not timely request a leave of absence, the Board, at its discretion, may  
567 terminate the employee's employment status without further action. State and/or Federal  
568 Family Leave Laws may apply.  
569

570 A. Leave of thirty (30) or fewer Calendar Days: The employee's position, the wage scale  
571 and seniority date will be protected. No adjustment will be made in vacation days.  
572 Other fringe benefits will be pro-rated.  
573

574 B. Leaves of Thirty-one (31) to Ninety (90) Calendar Days: The employee will not  
575 accumulate vacation time or other fringe benefits for the period of time he/she is on  
576 leave that is in excess of thirty (30) days. Job, seniority, or increment date is not  
577 affected.

578 C. Leave of Ninety-one (91) Calendar Days to Twelve (12) Months: The employee will  
579 not accrue vacation time nor any other fringe benefits during the period of time in  
580 excess of thirty (30) days that the employee is on leave. The employee's job or a

581 comparable position will be protected. Seniority date and the annual increment date  
582 will be adjusted.

583  
584 D. Duration of Disability Leave. Unless otherwise specified by the District, the leave of  
585 absence shall begin after the employee's sick leave is exhausted and will continue for the  
586 time requested to a maximum of twelve (12) months. When requested by an employee,  
587 the Board, at its discretion, may terminate a disability leave prior to the scheduled  
588 termination date if the employee is able to perform his/her assigned duties.

## 589 SECTION 2 - EXTENDED LEAVE

591 At the employee's request, the District may grant a leave of absence for a period not to  
592 exceed twelve (12) months, without pay, to a regularly employed classified staff member  
593 with one or more years of service. The employee shall request a short-term (under ten (10)  
594 working days) leave of absence as soon as the reason for the leave is known; other leave  
595 should be requested at least thirty (30) days in advance. If the Employee does not timely  
596 request a leave of absence, the Board, at its discretion, may terminate the employee's  
597 employment status without further action.

598  
599 A. Leave of Thirty (30) Calendar Days or Less: The employee's position, wage scale,  
600 and seniority date will be protected. Other benefits will be pro-rated.

601  
602 B. Leaves of Thirty-one (31) to Ninety (90) Calendar Days: The employee's job will be  
603 protected. Seniority and increment date will be adjusted and no other benefits will  
604 accrue.

605  
606 C. Leave of Ninety-one (91) Calendar Days to Twelve (12) Months: The employee will  
607 be assigned a comparable position when a position opens. Seniority and increment  
608 date will be adjusted. No other benefits will accrue.

## 609 SECTION 3 - APPLICATION FOR LEAVE

611 The written request shall include the timeframe the employee intends to be out and their  
612 return date. The District shall respond to the employee's request, in writing, within 15  
613 working days following School Board approval.

## 614 SECTION 4 - APPLICATION FOR REINSTATEMENT

615 For any leave in excess of ninety (90) calendar days, the employee shall be required to make  
616 written application to the Board of Directors, through the superintendent, for reinstatement.  
617 This application should be made as soon as the date of return is known, but in any event, no  
618 later than thirty (30) days prior to the expiration of such leave. Failure to comply with the  
619 timelines for written application for reinstatement provided herein may result in termination  
620 of employment. In case of leave because of ill health or temporary disability, the application  
621 for reinstatement must be accompanied by a written statement from a licensed physician  
622 stating that the employee is able to perform his/her normally assigned duties.  
623

624  
625

626 SECTION 5 – WASHINGTON PAID FAMILY MEDICAL LEAVE

627 Per Washington State Law (RCW Title 50A) employees may be eligible for benefits under  
628 the Paid Family and Medical Leave program to receive up to 12 weeks of paid leave for:

- 629 • Bonding after the birth or placement of a child,
- 630 • An employee's serious health condition,
- 631 • A serious health condition of a qualifying family member, and
- 632 • Certain military events.

633  
634 The District shall pay 50 percent of the monthly premium for the Paid Family and Medical  
635 Leave program.

636 SECTION 6 - ASSIGNMENT ON RETURN FROM LEAVE

637 An employee who returns from a leave will be assigned as indicated in Section 1 and  
638 Section 2 of this Article.

640 SECTION 7 - PERSONAL LEAVE

641 An employee shall be granted two (2) days of personal leave with pay, per year, for personal  
642 reasons.

- 643  
644  
645 A. Employees shall request personal leave at least two days in advance of their intent to  
646 take personal leave.
- 647  
648 B. Employees may not use their personal leave to extend a three-day weekend or  
649 to extend any holiday or vacation period.
- 650  
651 C. Except at the discretion of the Superintendent, no more than two (2) employees shall  
652 be permitted to take personal leave on any one day. Notice of intent to take the leave  
653 shall be given to the Building Administrator and/or the Maintenance and Custodial  
654 Manager, who will contact the employees regarding the availability of substitutes and  
655 whether the request can be approved and if not, the next available date of request by  
656 the employee.

657  
658 Employees who do not use their personal leave during the school year may request a personal  
659 leave reimbursement in writing to the business office by June 30 of that year. Reimbursement  
660 will be based on the employee's hourly rate.

661 SECTION 8 – PUBLIC OFFICE LEAVE

662  
663 Employees may be granted public office leave, without pay, to serve in an elected State or  
664 Federal Government position, provided such position does not extend beyond two (2) full  
665 years. Upon return to employment with the District, the employee shall be offered a suitable  
666 position if one is vacant and the District is willing to offer it, or at the beginning of the  
667 following school year if a suitable position is not available on the date of return. All non-  
668 economic benefits provided by this Agreement shall be retained by the employee during the

669 leave. The employee shall notify the District if he/she wishes to return to the District the  
670 following year.

671  
672 If the leave is for ninety (90) days or fewer during any one (1) school year, the employee  
673 shall be placed in the same position held prior to the commencement of the leave.

674  
675 **ARTICLE 9 - FAMILY BEREAVEMENT**

676  
677 Employees will be granted a leave of absence with pay of not more than five (5) working days  
678 when the absence is occasioned by the death of father, mother, parent substitute, brother,  
679 sister, spouse, children, grandchildren, parent of spouse, grandparent, or dependent relative  
680 residing in the household of the employee of the District. One (1) day will be granted for  
681 family members not listed above. Bereavement leave is non-cumulative and is not deducted  
682 from accumulated sick leave.

683  
684 At an employee's request, a Bereavement leave without pay not to exceed ten (10) working  
685 days will be granted after the leave with pay has been taken.

686  
687  
688 **ARTICLE 10 – MATERNITY/PATERNITY LEAVE**

689  
690 State and Federal Family Leave Laws shall apply.

691  
692 **ARTICLE 11 - RETIREMENT**

693  
694 All eligible employees are subject to the provisions of the School Employee Retirement  
695 System and Social Security coverage.

696  
697 **ARTICLE 12 - WAGES AND BENEFITS**

698  
699 **SECTION 1 – SALARY PLACEMENT**

700 All employees when hired will be placed on Step 0.00 of the salary schedule. Eligibility  
701 for salary schedule advancement will be based upon the employee's years of seniority (and  
702 according to RCW 28A.400.300 (i)). Advancement from one step to another will occur  
703 only on September 1. Employees whose 1<sup>st</sup> day of work for the district occurred prior to  
704 March 1 of a year will be credited with a year of employment for salary advancement  
705 purposes. Employees whose first day of work for the District occurred on or after March 1  
706 of a year will have zero years of salary advancement credit on the following September 1.

707  
708 New employees' previous maintenance and operations employment that is determined to be  
709 "like" and "similar in nature" based upon written and signed Verification of Employment  
710 statements provided by previous employers shall be considered for salary placement  
711 purposes.

712  
713 Verified and applicable previous maintenance and operations employment will be counted

714 as follows: Every five (5) consecutive years of "like" and "similar in nature" employment  
 715 will count toward one (1) additional step increase on the appropriate salary schedule (e.g. 3  
 716 years' experience= Step 0, 5 years' experience= Step 1, etc.)

717  
 718 New employees will have up to 90 calendar days from the date of hire to provide written and  
 719 signed Verification of Employment statements to the district for salary placement purposes.  
 720 Compensation will be retroactive to the first date of employment. Substitute experience does  
 721 not count for salary placement.

722

### 723 SECTION 2 – LONGEVITY PAY

724 Employees shall be paid longevity pay in addition to their regular hourly rate.

725 Longevity pay as follows:

- 726 • After 15 years of Service with the District (.30) thirty cents
- 727 • After 20 years of Service with the District (.40) forty cents
- 728 • After 25 years of Service with the District (.50) fifty cents
- 729 • After 30 years of Service with the District (.60) sixty cents

730

### 731 SECTION 3 – TERMINATION PAY

732 Employees terminating their work with the District will be compensated on the  
 733 district's regularly scheduled pay period only.

734

### 735 SECTION 4 – PARTICIPATION IN HEALTH PLANS

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

745

### 746 SECTION 5 – SALARY BENEFIT FOR SUBSEQUENT YEARS

747 Year 1

748 For the period of September 1, 2025, through August 31, 2026, Appendix A, Wage Schedule,  
 749 shall be increased by \$0.25 added to Step 0 of Position 24A/25A plus 1% and the pass-through  
 750 [implicit price deflator (IPD)] (2.5%) allocated and funded by the Legislature.

751 Year 2

752 For the period of September 1, 2026, through August 31, 2027, Appendix A, Wage Schedule,  
 753 shall be increased by a 3% increase inclusive of IPD, or IPD whichever is greater.

754

755 Year 3

756 On or about May 1, 2027, the parties will open the agreement for the purpose of salary schedule  
 757 adjustments to be effective September 1, 2027 through August 31, 2028. The District and the

758 Union will survey five (5) mutually agreed-upon districts for the purpose of conducting a wage  
 759 comparison survey. Wages shall be increased by a 3% increase inclusive of IPD, or IPD  
 760 whichever is greater.

761

762 Year 4

763 For the period of September 1, 2028, through August 31, 2029, Appendix A, Wage Schedule,  
 764 shall be increased by a 3% increase inclusive of IPD, or IPD whichever is greater.

765

766 Year 5

767 On or about May 1, 2030, the parties will open the agreement for the purpose of salary schedule  
 768 adjustments to be effective September 1, 2029 through August 31, 2030. The District and the  
 769 Union will survey five (5) mutually agreed-upon districts for the purpose of conducting a wage  
 770 comparison survey. Wages shall be increased by a 3% increase inclusive of IPD, or IPD  
 771 whichever is greater.

772

### 773 **ARTICLE 13 - SENIORITY**

774

#### 775 **SECTION 1 — ACCRUAL**

776 Employees begin accruing seniority from the date they are hired as regular District employees  
 777 working eighty (80) hours or more per month. Employees shall be employed for a  
 778 continuous period of not less than one (1) school year before they become entitled to  
 779 seniority rights. Employees shall accrue seniority on the basis of one (1) full year of  
 780 seniority for each anniversary of employment, except as provided in the Leave of Absence  
 781 Article. The District will provide the Union with an updated seniority list annually in  
 782 December.

783

#### 784 **SECTION 2 – JOB OPENINGS**

785 Within ninety (90) days of the occurrence of a vacant shift, it will be posted, or the District  
 786 will notify the Union that the position is eliminated. Custodial positions shall be building  
 787 specific. The District maintains the right to determine the number of positions and the  
 788 number of hours for each position. The District has the right to post temporary positions.

789

790 Job openings in the bargaining unit will be posted at each work site within the District for  
 791 five (5) working days, unless an emergency exists, before the District advertises the  
 792 vacancies to outside applicants. Applications for such openings shall be made in accordance  
 793 with the application procedure listed on the job announcement.

794

795 Bargaining unit candidates who meet the minimum qualifications shall be granted an  
 796 interview. Bargaining unit employees shall be interviewed prior to the District's interviewing  
 797 other candidates, or will be included in the initial group interview if one is held.

798

799 The District shall hire or promote the best qualified applicant for all job openings. When  
 800 performance factors and interview evaluations are considered by the District to be  
 801 substantially equal, and the bargaining unit employee's most recent evaluation was

802 satisfactory, seniority within an appropriate job classification for employees of the District  
803 shall be the determinant factor in filling the position.

804  
805 Upon request, any bargaining unit employee not selected for a job opening will be told the  
806 reasons the successful applicant was selected, along with a constructive recommendation for  
807 performance improvement to enhance their promotability in the future.

808  
809 The District agrees to involve the Union in its hiring procedures. An individual from the  
810 bargaining unit shall be selected by the Union to participate in the hiring committee, on paid  
811 work time.

812  
813 The committee shall be a recommending committee to the Superintendent. The  
814 Superintendent will have the final decision as to who will be recommended to the School  
815 Board for employment. Each member of the interview committee will have equal weight in  
816 the recommendation process.

817

#### 818 SECTION 3 - SUMMER HELP

819 Less than twelve (12) month custodial employees will be offered any available custodial work  
820 during the summer prior to hiring casual and temporary custodial employees.

821

#### 822 SECTION 4 - LAYOFF PROCEDURE

823 After the Board has determined the number of positions to be filled within the District, the  
824 District shall notify the Union not less than 21 calendar days prior to the potential layoffs.

825

826 The District will give fourteen (14) calendar days' notice to those employees whose positions  
827 will be eliminated or whose hours or months will be reduced. The affected employees will  
828 have the option of retaining the position as changed or taking the position of the least senior  
829 employee which would allow the employee to maintain his/her status quo (status quo shall  
830 mean the same shift and same hours) in that job classification. The job classifications are  
831 identified as Lead Mechanical/Electrical Technician, Mechanical/Electrical Technician,  
832 Utility/Maintenance Worker, Groundskeeper, General Laborer and Custodian. Affected  
833 employees shall be allowed to bump less senior employees (by District seniority) in equal or  
834 lower classifications to positions for which they are qualified. As determined by the District,  
835 qualified shall mean having demonstrated skills and required qualifications and experience to  
836 perform the job. The District shall provide an explanation if the person is determined to be  
837 not qualified. An employee who has exercised his/her bumping rights shall serve a probation  
838 period of three (3) months. An employee who does not successfully complete this probation  
839 period shall be laid off and shall remain on the recall list for the portion of his/her twelve (12)  
840 months remaining at the time the bumping was exercised.

841

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

848 Employees on layoff status shall file their mailing address, email address and phone number with  
849 the Human Resources Department of the District and shall thereafter promptly advise the  
850 District, in writing, of any change in contact information. An employee shall forfeit all rights to  
851 re-employment with the District if the employee does not comply with the requirement to  
852 provide a current mailing address and phone number or if the employee does not accept the offer  
853 of re-employment with the District within five (5) working days of notification.

854

855 **SECTION 5 – ESTABLISHING A HIRE DATE**

856

857 The seniority of an employee shall be established as of the date on which the employee  
858 began continuous daily employment (hereinafter "hire date").

859

860 In the event more than one (1) employee in the bargaining unit set forth in this contract is  
861 awarded the same hire date, the most senior employee shall be determined as follows:

862

863 A. The employee with the most hours scheduled on the first day of employment. In  
864 the event more than one employee has the same scheduled hours on their first day;

865

866 B. The employee names will be placed in a hat and names will be drawn from the  
867 group and placed on the seniority list in the order drawn. A representative of the  
868 Union and a representative of the District will be present during the drawing.

869

870 **ARTICLE 14 - PROBATION PERIOD**

871

872 All newly hired employees shall serve a ninety (90) work day probation period. During this  
873 period the District shall provide the direction and training normally provided a new employee.  
874 Employees will receive a 30-day and a 90-day written evaluation during the probation period.

875

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

879

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

881

882 **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

883

884 **SECTION 1 - DISCIPLINE**

885 The following progressive disciplinary steps shall be followed prior to discharge of an employee.

886 Written notification of unsatisfactory performance will include timelines to correct the  
887 unsatisfactory performance. Exceptions to the following step process shall occur only in the  
888 event of gross misconduct. Disciplinary action or measures shall be taken only for just cause and  
889 will usually include only the following steps:

890

891

892

- 893 • Oral reprimand
- 894 • Written reprimand
- 895 • Suspension with or without pay
- 896 • Termination

897  
898 Oral reprimands shall be defined as those occasions in which an immediate supervisor or  
899 administrator admonishes an employee for misconduct, unsatisfactory work, or the like, and  
900 which are designated by the immediate supervisor or administrator as an oral reprimand.  
901 Counseling, giving of directions, and/or oral reprimands shall not be grievable.  
902 Any other disciplinary action or measure imposed upon an employee may be processed as a  
903 grievance through the regular grievance procedure.

904  
905  
906 Information concerning the basis for disciplinary action taken by the District shall be given to the  
907 employee in writing unless prohibited by law.

908  
909 If the District has reason to reprimand an employee, it shall be normally done in a manner that  
910 will not unduly embarrass the employee.

911  
912 Upon request, employees have the right to have a Union representative attend all meetings with  
913 the District which could lead to disciplinary action. Time of the meeting will be mutually  
914 scheduled.

915  
916 No employee shall receive any type of discipline based on anonymous complaints without an  
917 investigation by the District. Employees have the right to involve the Union in the investigation  
918 process if they desire.

919  
920 **SECTION 2 – NOTICE OF SUSPENSION AND DISCHARGE**  
921 The District shall not suspend or discharge any employee without sufficient cause. The  
922 employee will be notified within two (2) working days in advance in writing that the  
923 employee has been suspended or discharged.

924  
925 The Union shall have the right to take up the suspension and/or discharge as a grievance at the  
926 second step of the grievance procedure, and the matter shall be handled in accordance with this  
927 procedure through the arbitration step if deemed necessary by the Union.

928  
929 **ARTICLE 16 - JURY DUTY**

930  
931 An employee who is summoned to serve as a juror, or is named as a co-defendant with the  
932 District, shall receive a normal day's pay for each day of required presence in court during his  
933 regular work hours. An employee who is not selected for jury duty will report back to his/her  
934 regular job as soon as released.

935  
936  
937  
938

939 **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

940

941 **SECTION 1 – NON-DISCRIMINATION**

942

943 Neither the District, nor the Union, shall discriminate against any employee subject to this  
944 Agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or  
945 military status, sexual orientation, gender expression, gender identity, disability, or the use of a  
946 trained dog guide or service animal by a person with a disability and provides equal access to  
947 the Boy Scouts and other designated youth groups.

948

949

950 **SECTION 2 - SAVINGS CLAUSE**

951

952 If any provision of this Agreement shall be found to be contrary to law, such provision shall  
953 have effect only to the extent permitted by law and all other provisions of this Agreement  
954 shall continue in full force and effect. The parties shall meet to negotiate a replacement  
955 provision.

956

957 **SECTION 3 - PERSONNEL FILE**

958

959 The District shall retain one official personnel file for each employee. The employee will  
960 have the right to review in the presence of the human resources administrator all material  
961 contained in his/her file in the Human Resources Department. At the request of the  
962 employee, the District will provide copies of material contained in the file. A reasonable  
963 charge may be made for providing excess copies. Employees may authorize their bargaining  
964 representative access to their personnel file to be reviewed in the presence of the human  
965 resources administrator by providing written authorization. All non-routine material placed  
966 in the file must be signed and dated by the employee.

967

968 The employee may, at his/her option, have the right to submit written comments relating to  
969 any document that is in the personnel file. The annual evaluation as well as the employee's  
970 comments and necessary supporting data may be retained in the personnel file. Material not  
971 shown to an employee within ten (10) days of receipt will not become part of the employee's  
972 personnel files.

973

974 Material relating to an offense may be removed from the employee's personnel file after two  
975 years, provided there are no infractions of a similar nature during the intervening period.  
976 Materials relating to sexual misconduct are prohibited by state law from being removed.  
977 Material relating to an offense for which an employee could have been discharged shall only  
978 be removed by mutual agreement between the employee and the District. Either the  
979 Employee or the District may initiate the action to have material removed.

980

981 **SECTION 4 - EVALUATION FILE**

982 All employees will be evaluated on or before June 1 by the Maintenance/Custodial manager  
983 with input from the building administrator. Evaluation will be a continuous process based on  
984 established criteria involving employees for the purpose of improving performance.

985 The supervising administrator may retain an evaluation file on each employee. All non-  
 986 routine material placed in the file must be signed and dated by the employee. The employee  
 987 shall have the right to review this file in the presence of the evaluator. An employee who  
 988 transfers will be evaluated immediately prior to the transfer. Any pertinent information  
 989 relating to comments on the evaluation will be forwarded with the evaluation to the District  
 990 personnel file. All other data in the administrator's evaluation file that relates to the  
 991 employee will be destroyed.

992

#### 993 SECTION 5 - GRIEVANCE FILE

994 Grievances will be kept in a separate grievance file. Only the letter outlining the final  
 995 disposition of the grievance will be placed in the employee's personnel file.

996

#### 997 SECTION 6 - UNION OFFICIALS

998 Union elected officials shall be given time off without pay to attend Union Steward training or  
 999 other Union activities not to exceed sixteen (16) hours per steward per school year. Elected  
 1000 union officials and shop stewards shall be given time off to attend Collective Bargaining and  
 1001 Labor Management Committee meetings. All time away from the work site will be made up  
 1002 within the same week at straight time pay. Employees participating on the Hiring Committee  
 1003 and Benefits Advisory Committee during their regular scheduled shift will not be required to  
 1004 make up the time.

1005

#### 1006 SECTION 7 - UNION MEETINGS

1007 Employees will be allowed to attend planned and posted Union meetings not to exceed twice  
 1008 per month after reasonable notice and supervisor approval. Such time shall be shown on  
 1009 their time cards and shall be made up the same day.

1010

#### 1011 SECTION 8 - BULLETIN BOARDS

1012 A specific space will be provided on bulletin boards at each work site for the purpose of  
 1013 posting Union notices and material but cannot be used to endorse political issues or  
 1014 candidates.

1015

#### 1016 SECTION 9 - SUBCONTRACTING

1017 In accordance with applicable labor laws, the District agrees to notify the Union, in advance, of  
 1018 its intent to contract out any bargaining unit work in excess of the current practice. Upon such  
 1019 request by the Union, the District agrees to meet and negotiate the impact on the bargaining  
 1020 unit of such contracting out.

1021

#### 1022 SECTION 10 - HEALTH & SAFETY

1023 The District agrees to maintain a safe and healthful working environment and to maintain all  
 1024 equipment in safe working order. The employees agree to follow all safety regulations, rules  
 1025 and guidelines.

1026

1027 The District is a drug, alcohol and weapon free zone. Use or display of tobacco is prohibited on  
 1028 school property.

1029

1030

1031 SECTION 11 – ORIENTATION  
1032 New employees may be oriented by current employees during the current employee’s shift.

1033  
1034 SECTION 12 – JOURNEY LEVEL  
1035 Commencing September 1, 2025, employees shall be eligible for \$500 per year, who  
1036 hold a Journey level license or certification.

1037  
1038  
1039 ARTICLE 18 – TERM OF AGREEMENT  
1040

1041 SECTION 1  
1042 This Agreement shall become effective September 1, 2025, and shall remain in force through  
1043 August 31, 2030.

1044  
1045 SECTION 2  
1046 All additional funds for classified employees’ salary or fringe benefits allocated and funded by  
1047 the Legislature during the term of this agreement will be passed on to Employees and salary  
1048 schedules will be adjusted accordingly.

1049  
1050 Either party may open the agreement for the purpose of salary schedule adjustment as per  
1051 Article 12 - Wages and Benefits, Section 5 – Salary Benefit for Subsequent Years  
1052

SIGNED this 5th day of August 2025

FOR THE UNION:

FOR THE DISTRICT:

  
Aaron Cole (Aug 4, 2025 14:02:15 PDT)

X   
\_\_\_\_\_

  
Matt Loman (Aug 4, 2025 07:34:44 PDT) 08/04/2025

X  8/13/25  
\_\_\_\_\_

X  
\_\_\_\_\_

X  8/13/25  
\_\_\_\_\_

**Aberdeen School District No. 5**  
**Procedures for Custodial Coverage for Building Activities**

**Activity During Regular Working Hours:**

- Employee or substitute will cover. No extra help or time is needed.
- Per Article 4, Section 6 of the contract: Supervisor may allow some overtime if activity extends past shift in the evening.

**Student Activities and or Student Fundraisers on the Weekend:**

- Custodian required, minimum to open, close, and clean area, restrooms and kitchen, if used
- Custodian may not be needed for the entire event depending on the needs and number of participants.

**Non-Profit Groups and Non-Student Groups:**

- Facility Use Form is required
- Custodian will be on site for duration of the event

**Rental for All Other Groups:**

- Facility Use Form is required
- Custodian is required on site for rentals of district facilities

**ABERDEEN SCHOOL DISTRICT No. 5  
COUNTY/CITY WAGE SCHEDULE MAINTENANCE AND OPERATIONS EMPLOYEES  
SEPTEMBER 1, 2025 - AUGUST 31, 2026**

POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	LONGEVITY			
						15 years	20 years	25 years	30 years
20A Lead Mechanical/Electrical Technician Lead Custodian & Safety Officer	\$ 32.63	\$ 34.26	\$ 35.97	\$ 37.77	\$ 39.66	\$ 39.96	\$ 40.06	\$ 40.16	\$ 40.26
21A Mechanical/ Electrical Technician	\$ 30.02	\$ 31.52	\$ 33.10	\$ 34.75	\$ 36.49	\$ 36.79	\$ 36.89	\$ 36.99	\$ 37.09
22A Utility/ Maintenance Worker/ Groundskeeper Warehouse & Distribution	\$ 28.71	\$ 30.15	\$ 31.66	\$ 33.24	\$ 34.90	\$ 35.20	\$ 35.30	\$ 35.40	\$ 35.50
24A/25A General Laborer/Custodian	\$ 26.10	\$ 27.41	\$ 28.78	\$ 30.22	\$ 31.73	\$ 32.03	\$ 32.13	\$ 32.23	\$ 32.33
						\$ 0.30	\$ 0.40	\$ 0.50	\$ 0.60
Board Approved:									
Effective: September 1, 2025									