Collective Bargaining Agreement

September 1, 2025—August 31, 2027





International Union of Operating Engineers Local 302, Grounds & Maintenance And North Thurston Public Schools

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PREAMBLE

Pursuant to the provisions of the State of Washington concerning employee relations within the public school, this constitutes an agreement between North Thurston Public Schools hereinafter called "Management," and International Union of Operating Engineers, Local 302, AFL-CIO, hereinafter called the "Union."

<u>ARTICLE I – RECOGNITION AND BARGAINING</u> <u>UNIT</u>

Section 1.1 Representation

The International Union of Operating Engineers, Local 302, AFL-CIO, shall be the exclusive bargaining representative for all full-time and permanent part-time grounds and maintenance employees (Appendix B). Intermittent employees that become regular part time employees as defined by P.E.R.C. shall be subject to the salary schedule of this agreement. No other Articles or Sections of this agreement shall apply to these employees.

Section 1.2 Substitutes

Substitutes in all classifications shall be paid at ninety percent (90%) for the first step of the classification in which the employee works.

Long-term substitutes are in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from the employee's regular position and will be replaced in such position for a period in excess of 30 consecutive workdays. In addition, a substitute shall be considered "long-term" when an employee will be gone from a position for a period of time and according to the administrator for Human Resources it requires the substitute to take over the full responsibilities of the position from the first day of the assignment. Long-term substitutes shall be paid at one hundred percent (100%) of the first step of the classification in which the employee works and shall be considered regular part-time employees.

Regular part-time employees working on an intermittent basis shall be excluded from all articles and sections of the collective bargaining agreement, except Article I, Article II, Article III, and Schedule A (wages).

Section 1.3 Part Time and Seasonal Employees

A temporary seasonal employee will be defined as an employee hired to fill a position for seasonal work, temporary emergency work, or other temporary positions where there is no foreseeable need for the position to be continuing employment. A temporary position shall not exceed ninety (90) calendar days. This section shall not be exercised more than one time per calendar year.

ARTICLE II. NON-DISCRIMINATION

Pursuant to RCW 41.56, there shall be no discrimination against Union members and/or Union shop stewards.

There will be no discrimination with respect to employment of any person because of such person's age, sex, race, creed, color, national origin, sexual orientation, including gender expression or identity, marital status, domicile, honorably discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by person with a disability, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular worker involved. The private and personal life of any employee is not within the appropriate concern or attention of the School Board except as such may adversely affect performance of educational responsibilities. Nothing contained herein will be construed to deny or restrict any employee such rights as he or she may have under applicable laws or regulations.

ARTICLE III. UNION REPRESENTATIVE AND MEMBERSHIP

Section 3.1 Membership

A. The District shall notify the Union Representative of all new employees in classifications covered by this Agreement within twenty-one (21) business days of the hire date. Notice will include name, home address, work location, job title, personal email address, phone number, rate of pay and date of hire.

The above information will be provided to the Union for all bargaining unit members every one hundred twenty (120) business days. Within ninety (90) calendar days of a new employee's start date in a bargaining unit position, the District will provide the Union Field Representative and a Union Shop Steward, access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the District and the Union and will be for no less than thirty (30) minutes. The Union Shop Steward will be permitted to attend the meeting without loss of pay. The newly hired employee will have the choice to attend this meeting.

<u>Section 3.2 Processing Membership & Deduction of Dues</u>

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56 RCW when they become Union members. An employee may cancel their payroll deduction of dues and assessments by written notice to the Union and to the District, with the District stopping dues deductions following a written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee. The District will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice from the employee and confirmation from the Union that the cancellation notice is compliant with the terms of the written authorization.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes in dues at least thirty (30) days before the change is to be made.
- C. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10^{th}) calendar day of the month as possible.
- D. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues to the Union. The District shall promptly notify the

Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provisions upon presentation of proper evidence thereof.

ARTICLE IV. UNION ACTIVITY

Section 4.1 - Appointment of Shop Stewards

The Union may be represented by up to three (3) shop stewards. Stewards may be selected in such manner as the Union may determine. The employer shall be informed in writing of the names of the stewards. Only such stewards shall be accorded recognition by the employer. The Steward's duties, functions, and responsibilities are limited to receiving complaints from members, checking the job for violations of the agreement, investigating, and reporting to the appropriate Field Representative or local Business Manager.

Section 4.2 - Duty of Shop Steward

The Union, its shop stewards, or its members shall not conduct Union business during working hours, except as specified in this Contract. Each shop steward shall report to the employee's immediate supervisor or designee prior to the time of leaving their work to perform the functions specified in this Contract of such shop steward as set forth herein, and shall also report upon returning to his work assignment unless prior consent of the shop steward's supervisor not to report has been secured.

<u>Section 4.3 - Shop Steward Duties during Work Hours</u>

Shop Stewards duly authorized by the Union to participate during working hours in negotiations, grievance procedures, conferences, or meetings with representatives of the District shall suffer no loss of pay, but nothing contained herein shall be construed to require such activities to be scheduled during regular work hours.

Section 4.4 - Paid Status during bargaining

The parties to this agreement recognize the value to both the Union and the Employer of having union members participate as part of the negotiations process. Therefore, the Employer agrees to compensate those union members who participate in bargaining as part of the Union's bargaining

team at their normal hourly rate while participating in the joint collective bargaining sessions occurring during their normal working hours. Sessions outside of normal working hours will be unpaid.

ARTICLE V. MANAGEMENT RIGHTS

All responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitution of the State of Washington and of the United States are reserved exclusively to North Thurston Public Schools. It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules, and Human Resources policies, relating to the duties and responsibilities of classified employees and their working conditions.

ARTICLE VI. UNION/MANAGEMENT RELATIONS

Section 6.1 Contract Administration

The Union will designate a committee of three (3) members and a Field Representative, who may meet with the superintendent and/or superintendent's representatives on a mutually agreeable basis to discuss appropriate matters. Such meetings shall not be convened for the purpose of negotiations.

Section 6.2 Bulletin Boards

Proper notices of interest to employees may be posted on designated employer bulletin boards by duly authorized representatives of the Union.

ARTICLE VII. HOURS OF WORK

Section 7.1 Regular Work Shift

Eight (8) consecutive hours of work shall normally constitute a regular work shift. Management shall schedule all employees to a regular work shift.

Section 7.2 Workweek

Between the first day of school and the last day of the school year an employee's shift shall be five (5) eight (8) hour days. Between the last day of the school year and the first day of the school year an employee may request to work four (4)

ten (10) hour days. The determination by the supervisor to grant or deny this request is not subject to the grievance process. The work week begins at 12:01 a.m. Sunday through 12:00 a.m. Saturday.

Section 7.3 Assignments

Changes to established work schedules, regularly assigned work shifts, workdays, and hours shall be assigned in writing.

Section 7.4 Cleanup Period

Employees may be allowed up to a ten (10) minute cleanup period prior to the end of a work shift, whenever necessary.

Section 7.5 Work Schedule

Total time worked in any workday, including the employee's regular work shift, shall not exceed twelve (12) hours, except during an emergency.

Section 7.6 Breaks

Employees shall be granted one (1) fifteen (15) minute "break" for each four (4) hours of work, to be taken as near as practical to the middle of each four (4) hour shift.

Section 7.7 Lunch Period

A lunch period, not to exceed one (1) hour, shall be scheduled by the District, as near as practical to the middle of the work shift, provided such lunch period is not counted as part of the shift length nor for pay purposes. The District may not require employees to remain on the premises during their lunch period.

Section 7.8 Flexible Scheduling

The District supports flexibility in scheduling of work assignments where it meets the need of both the District and the employee. Any change of schedule must to be made in writing at least two (2) weeks in advance.

ARTICLE VIII. PROMOTIONS AND TRANSFERS

Section 8.1 Vacancy Postings

All vacancies and new positions covered by this Agreement shall be posted for not less than five (5) working days and within ten (10) working days of the last working day of the departing employee. After the District approves the opening, if a vacancy cannot be posted within the ten (10) working days,

the Union will be notified. During this posting period, in unit employees interested in applying for posted positions must complete an online internal application in the District's hiring system. No position shall be filled permanently until all qualified employee applicants have been interviewed for the position. In District applicants shall receive first consideration for open positions.

Section 8.2 Hiring

The first consideration in filling vacant positions shall be the applicant's ability to meet position qualifications. The most qualified candidate shall be selected from among the interviewees. Seniority will govern in cases where past work performance, attendance records, qualifications, and references of the senior employee are equal to but not less than the past work performance, attendance records, qualifications, and references of the junior employee. If the District determines that seniority rights should not govern because a less senior person is better qualified for that particular position sought, the District may be requested by the senior employee(s) through Human Resources to set forth in writing the reasons why the senior employee was bypassed.

Section 8.3 Out-of-Classification Work

Employees requested to work out of their classification (as shown on appendix B) shall receive compensation at the lowest paid employee rate in that classification at the employee's years of experience, unless the employee is already compensated at a higher rate.

If an employee is filling the position of another employee, that employee shall receive compensation equal to the employee they are filling in for including the years of experience (per Article 17.3) of the employee they are filling in for, unless the employee is already compensated at a higher rate. If an employee has been assigned to such a position before a holiday and has not been reassigned until after the holiday, the employee will be paid at the higher rate for the holiday.

ARTICLE IX – OVERTIME

Section 9.1 Working beyond Regular Schedule

For emergency work, management can require employees to perform work during hours or days other than or beyond those falling within their

regularly scheduled hours of work.

Section 9.2 Payment of Overtime

All overtime work performed in excess of forty (40) hours per week, or eight (8) hours per day, shall be compensated for at the rate of time and one-half the employee's regular rate of pay. All compensable hours shall be considered for purpose of calculating overtime. All hours worked in excess of forty-eight (48) hours shall be compensated for at twice (2x) the regular rate of pay. Any compensatory time offered as compensation for overtime in lieu of cash payment, must be agreeable to the employee, otherwise compensation must be in cash. If compensatory time is agreed to, it must be taken or cashed out within two (2) months of the date in which the compensatory time was earned.

Section 9.3 Reporting of Overtime

Overtime shall be compiled on a monthly basis, reported through appropriate means and paid to the employee on the succeeding payday after submission within payroll "cut-off" dates. Overtime and comp time shall be computed to the nearest half hour each time it is accrued.

Section 9.4 Assignment of Overtime

Management will determine:

- 1. The number of employees needed to work the overtime.
- 2. The employees having the ability to perform the work, provided the selection of the employee overtime is:
 - a) Selected first from within the work unit (building and/or department).
 - b) Should employees have equal ability, seniority shall prevail; however, selection for the overtime shall be made as outlined above in a manner to provide all employees equal opportunity for overtime; provided such overtime is known by and planned for by Management at least twenty-four (24) hours before any overtime would occur.

Section 9.5 Break When Assigned Overtime

Employees who are requested to work beyond their regular quitting time may take a thirty (30) minute break before they return to work if it is anticipated the extra work will exceed two (2) hours. The employee shall not be

compensated for this break.

Section 9.6 Emergency Work

An employee who has left work and is called back to emergency work after completion of the regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times employees' regular rate of pay; and shall be paid for all actual time worked in excess of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. This does not apply to pre-scheduled overtime or planned meetings. Mileage reimbursement for called back overtime will be at the District allocated amount.

Section 9.7 State of Emergency

Employees required to work on site during a state of emergency, as declared by the governor that results in a district closure, due to inclement weather or a natural disaster shall be paid double time. For this section only, a school district closure is defined as a state in which weather or road conditions make it unsafe for non-essential staff to report to their normal worksite.

ARTICLE X. ANNUAL LEAVE, HOLIDAYS, LEAVES

For purposes of this article immediate family is defined as spouse, domestic partner, children, parents, sister, brother, grandparents, grandchildren, aunt, uncle, niece, nephew, in-law relationships, significant relationships and/or legal custodial relationships.

Section 10.1 Annual Leave

Management agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it does not interfere with workload requirements and schedules.

Section 10.2 Leave Requests

Employees who desire to take more than five (5) days' vacation must submit the request in writing, to their immediate supervisor, thirty (30) calendar days in advance of the first day requested. For shorter vacations, a twenty-four (24) hour advanced request is required. If there is a conflict with two or more employees requesting the same time, vacation will be approved based on seniority within job classification. Timelines for leave requests shall be adhered to, unless mutually agreed to by the supervisor and employee.

Section 10.3 Vacation Rates

Annual leave will be earned according to the following: Local 302/NTPS Vacation Rates 260-day employees

Years of Service	Days Earned	Rate/Month
0	12	1.0
1	13	1.08
2	14	1.17
3	15	1.25
4	16	1.33
5	17	1.42
6	18	1.5
7	19	1.58
8	20	1.67
9	21	1.75
10	22	1.83
11	23	1.92
12	24	2

Section 10.4 Holidays

The following days will be authorized paid holidays for all eligible employees (full-time or permanent part-time):

New Year's Day, Martin Luther King Jr's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day. When a holiday occurs on a Saturday, the holiday will be observed on Friday. When a holiday occurs on Sunday, the holiday will be observed on Monday.

Employees who work the actual designated holiday shall receive two (2) times their base rate of pay for hours worked on the holiday. Holiday hours paid shall be added to hours worked in calculating the forty (40) hour threshold for overtime pay.

Section 10.5 Unpaid Religious/Holiday Leave

As provided in RCW 1.16.050, employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The District shall allow the employee to take unpaid leave for up to two (2) holidays unless the employee's absence would impose an undue hardship on the employer, or the employee is necessary to maintain public safety.

"Undue hardship" means an action requiring significant difficulty or expense to the employer as defined by the Office of Financial Management under Washington Administrative Code (WAC 82-56-020).

The employee should submit a request for unpaid holiday(s) provided for by this agreement to the employee's supervisor a minimum of five (5) days prior to the requested day(s). If a request is denied, the District shall provide written proof of hardship to the employee within one (1) workday with a copy forwarded to the Union.

Section 10.6 Accrued Annual Leave

All employees covered under this Agreement may carry over accrued vacation to be used the following year, provided maximum accrual of such vacation shall not exceed forty (40) days (320 hours). Should an employee retire or

resign, a maximum of thirty (30) days two hundred forty (240 hours) will be cashed out.

A maximum of twelve (12) days each year may be cashed out, provided that the cash out does not cause the employee's annual leave balance to fall below two hundred (200) hours at time of cash out. This shall be accomplished by submitting in writing to Payroll the request no later than June 10 stating the number of days the individual wishes to cash out.

Section 10.7 Sick Leave

Sick leave will be granted to all employees under this Agreement at the rate of one (1) day of scheduled hours of work per employed month twelve (12) days equivalent to the number of hours worked per day on pay status with the unused days to accumulate to one hundred eighty (180) days.

Section 10.8 Sick Leave Utilization

- 1. Employees must notify their supervisor of pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service, should such service be provided.
- 2. Illness Accumulated leave will be available for utilization as needed; provided, however, that in instances of extended absence beyond five (5) consecutive workdays, the employee will provide medical verification of the illness and fitness to return to work. If the District has just cause, and with prior notification, the District may request a doctor's statement with an absence beyond three consecutive days. Failure to submit the medical verification may result in disciplinary action.
- 3. Sick Leave Buyback: in January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for

each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month, a maximum of twelve (12) days per year, and/or one hundred eighty (180) days. At the time of separation from District employment due to *retirement or death, an eligible employee or the employee's estate shall receive compensation at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) accumulated sick leave days.

*For the purposes of this Provision, retirement shall be defined as when an employee is eligible to receive benefits under a plan provided by the Washington State Department of Retirement Systems (DRS) for each four (4) full days of accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now or as hereafter amended.

- 4. Each regular employee shall be allowed to use any or all of their accrued sick leave or other paid time off to care for an immediate family member(s) of the employee.
- 5. The District agrees to comply with the terms of all federal and state laws entitling eligible employees to unpaid and/or paid family and medical leave including the Federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Act, and the Washington State Family Leave law. The District will provide information regarding the law(s), or information on where to access the law(s) online, to employees as requested. Any unused sick leave must be used in conjunction with leave through the Family Medical Leave Act before an employee goes into unpaid leave status. An employee must meet eligibility criteria set by the law.
- 6. Premiums for the PFML shall be paid by the employer and employee pursuant to the portion formula in RCW 50A.10.030. Employee share shall be paid through payroll deduction. PFML may be used consecutively with the employee's other leave entitlements if allowed under that program.
- 7. The District agrees to follow and comply with provisions in the W.A.C. 392-126-004 providing for Leave Sharing.
- 8. The District agrees to follow and comply with state laws governing

Section 10.9 Personal Leave

Employees covered in this Agreement shall be entitled to four (4) days personal leave per year. The leave is to be approved by the supervisor, requiring twenty-four (24) hour notice, unless mutually agreed to by the supervisor and employee. The leave may be accrued not to exceed six (6) days in any two hundred sixty (260) day calendar year. If an employee terminates employment prior to the end of the work year and employee has used more personal leave than was earned, such excess leave shall be withheld from the employee's final payroll.

Section 10.10 Bereavement Leave

In the event of a death in the immediate family of an employee, five (5) days of bereavement leave per occurrence, which may be extended two (2) additional days because of distance or other extenuating circumstances and may be used at or near the time of death. Bereavement leave may also be available at the discretion of the District so that an employee may attend a funeral for a student or for a member of a student's family. Additional requests for bereavement leave must receive approval from Human Resources.

Section 10.11 Military Leave

The District shall grant military leave as provided by law. Employees whose school district employment is interrupted by up to five (5) years of service in a uniformed service are entitled to re-employment by the District following their discharge.

Seniority and pay status and other rights or benefits accrued shall be reinstated as per the time of previous employment within the District, provided seniority and longevity for pay and/or benefit purposes shall not accrue.

Section 10.12 Jury/Subpoena Leave

Leaves of absence with pay are to be provided for jury duty. The employee shall immediately inform the District when the employee receives notification to serve on jury duty. An employee who is lawfully served a subpoena which requires absence from work will be granted leave to comply with the subpoena if the basis for it, in the opinion of the District, is directly related to the employee's work as an employee of the District.

Section 10.13 Political Leave

Upon request, employees may be granted political leave according to the following provisions.

- 1. With three (3) weeks written notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purposes of campaigning for the employee's own elections.
- 2. Any employee may hold a political office and continue as an employee as long as it does not interfere with the employee's assignment.
- 3. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year, provided the request for such leave is submitted in writing at least four (4) weeks prior to commencement of the leave.
- 4. At the conclusion of the political leave, the employee will be given the same consideration for returning to the employee's last assignment.

Section 10.14 Planned Medical Leave

- 1. It is the intent of Management that leave or authorized absence be arranged to protect the health of the employee. For planned surgery, notification to Management should be made as soon as the dates are known.
- 2. Consistent with the orderly continuance of the District's program, the leave or authorized absence may begin and continue for a period as requested; provided, however, that the leave or authorized absence shall begin no later and cease no sooner than the dates established by the employee's personal physician as the minimum required for health and safety.
- 3. The District shall provide leave in accordance with the Family Medical Leave Act.

Section 10.15 Leave of Absence

Upon recommendation of the immediate supervisor through administrative channels to the superintendent or designee, an employee may be granted extended leave of absence for a period not to exceed one (1) year.

The employee will retain accrued sick leave and seniority rights while on leave of absence. However, seniority and sick leave shall not accrue while an

employee is on leave of absence, except as outlined in Article XIII of this agreement. Employees will be returned to a similar position.

Section 10.16 Workers Compensation

- A. The District is self-insured through the ESD 113 Workers Compensation Trust for the purpose of providing industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by the Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the State of Washington. Employees are protected in the following ways:
 - 1. Medical costs resulting from job-related injuries or diseases are paid under the claim
 - 2. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their Medical provider.
 - 3. When an employee is injured on the job and is unable to perform work related duties as a result of the on-the-job injury or occupational disease and certified off work by a medical provider, the employee may elect to use leave as follows:
 - a) Choose unpaid leave thus receiving only the entitle temporary total disability benefits, or
 - b) Elect to use a full day of accumulated leave in addition to their entitled temporary total disability benefit, or
 - c) Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.
- B. The Superintendent or designee will develop procedures to assure the legal administration of workers compensation benefits.

Section 10.17 Union Leave

Union members may be granted leave to attend meetings and conferences subject to written notification from the Union to District Human Resources Department, Payroll Department, and supervisor, five (5) workdays prior to the event under the following conditions:

- Continuity of service and full seniority privileges.
- Same position as when left.
- Has already attained seniority.
- Maximum number of people allowed on any given day is two (2).
- Limit to 80 hours Union leave per calendar year for the entire bargaining unit.
- Does not put an undue burden on District operations.
- The Union will reimburse the District for the actual costs of the employee during the period of absence.

ARTICLE XI. SAFETY

Management and Union agree to jointly promote safe and healthful working conditions and will cooperate in safety matters and encourage employees to work in a safe manner. Employees will serve, as appointed or elected, on District committees.

The Union and the employees agree to abide by all safety rules of the District and applicable Local, State, and Federal rules and regulations.

ARTICLE XII. REDUCTION IN FORCE

Section 12.1 Implementation

The District may implement a reduction in force without prejudice for reasons of economy or curtailment of work. When such a reduction in force creates fewer positions than there are employees in the bargaining unit, seniority shall be the factor used to determine who will be laid off. The District will determine positions to be reduced as per Section 12.2 of the Collective Bargaining Agreement. The Unit member will be informed in writing following the timelines as outlined in Section 12.3.

Section 12.2 Layoff by Seniority

Layoff shall be by seniority, within a job classification as defined in Appendix B. In the case of layoff, employees may petition to qualify for a different position in another classification in writing to the Human Resources Department no later than five (5) working days from date of notice of layoff. Determination of qualification will be in accordance with the job description for each job classification. A Unit member may bump least senior employee in another job classification for which they are qualified; followed by the next senior employee and so forth until all have been placed. Any remaining displaced unit members will be laid off.

Section 12.3 Notice

Each employee impacted by a reduction in force shall be given thirty (30) calendar days' notice in writing.

Section 12.4 Reemployment List

Employees with permanent status who are laid off are to be placed on a reemployment list maintained by the District according to seniority ranking and in the inverse order of date of layoff are to have priority to the extent of one (1) opportunity in filling any opening in the bargaining unit. Names shall remain on the re-employment list for one (1) year effective September 1.

Employees on the re-employment list shall be notified in writing of a bargaining unit position available to them. When possible, a telephone conversation with the employee at the most recent number provided by the employee will be made. Failure to accept a proposed assignment within two (2) working days after receipt of certified written notice or five (5) working days after receiving telephone notification, whichever is sooner shall forfeit employment rights for the employee. Notice shall be deemed effective five (5) workdays following the certified date of mailing or on date of telephone conversation with the employee.

The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at the employee's last known address or make a telephone contact at last known telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notices to the employee.

After all attempts have been exhausted to reach the most senior unit member in the re-employment pool and no response is made, the unit member will be moved to the bottom of the re-employment list.

Section 12.5 Emergency or Temporary Employees

No permanent employee shall be RIF'ed while there are emergency or temporary employees working in positions covered by this Agreement.

Section 12.6 Call Back

Employees rehired through a call back from reduction in force shall be granted credit on the seniority list for their employment with the District prior to the reduction in force taking place.

ARTICLE XIII - SENIORITY

Section 13.1 Continuous Service

Seniority according to this Agreement shall consist of the continuous service of the employee within the bargaining unit. The employee shall be given credit for time served while under probation, upon receiving permanent employment.

New employees shall serve a probationary period of ninety (90) days. During the probationary period, the employee may be terminated without recourse to the grievance process.

Section 13.2 Termination of Employment

Employees who terminate employment with the District shall lose all seniority rights.

Section 13.3 Seniority Status

Seniority shall accrue during verified sick/medical leaves provided such leave does not exceed six (6) months or the accumulated sick leave, whichever is greater. During other unpaid leaves, seniority shall not accrue, unless specifically approved by Management.

For leaves granted for which seniority does not accrue, the District shall adjust the employee's seniority date by the same number of days as in unpaid status. Employees and Union leadership will be provided notice in writing whenever their seniority date is changed by the District.

Section 13.4 Seniority Placement

Seniority shall be based upon the first day of work following hire in a position eligible for placement on the salary schedule (not notification of employment). In cases when and where deemed appropriate for application of provisions of this Agreement, a drawing will be conducted by Management to "break the tie" and the employee's placement on the seniority list.

Section 13.5 Seniority List

A seniority list shall be posted annually unless requested by the Union, provided that should application of seniority be necessary between postings of the seniority list, the actual seniority status at the time will be applied to the required situation.

ARTICLE XIV. EVALUATION AND DISCIPLINE

Section 14.1 Probationary Employee Evaluation

At the conclusion of their first ninety (90) days of employment, a new employee shall be evaluated to establish skill level, areas for growth, and appropriate salary placement. This evaluation will take place between ninety (90) and one hundred and twenty (120) days of employment.

Section 14.2 Annual Evaluation

Each employee shall be evaluated at least annually. Such evaluation shall be within procedures established by the District. Employees shall sign each evaluation report, provided that the signature does not signify agreement with the report, rather that the employee has reviewed it with a supervisor (APPENDIX C). Additional evaluations during the year may be performed at the request of the employee or supervisor.

Section 14.3 Rebuttal Statement

Employees have the right to submit an evaluation rebuttal statement to be placed in the personnel file if they do not agree with their evaluation. Such rebuttal statements must be submitted to Human Resources within thirty (30) calendar days from date of issue.

Section 14.4 Personnel File

Employees shall be given a copy of any information added to their District

personnel file and shall have the right to review their District personnel file. No secret personnel file or other working files shall be created or maintained anywhere in the District without the employee's knowledge. Only one building file will be kept at the employee's work site by Administration. Materials in building level personnel files will annually be sent to the District personnel file or discarded by the end of the contract year. Administrator's personal notes or working documents are not considered part of the building or District personnel file. An administrator will remove or destroy personal notes upon reassignment and/or separation from the work site. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comments.

Employees shall have the right to request amendments of its content if such content is believed to be incorrect. If the amendment is refused, the employee shall be entitled to file a rebuttal statement that shall be placed in the file.

Any material, after a one (1)-year period may be removed from the file upon request of the employee involved.

Section 14.5 Video Camera, Audio Recording and GPS Units

The District and the Union agree the purpose of video cameras, audio recordings and GPS units is to provide the District a tool to maximize efficiency. However, this section does not pertain to criminal or professional misconduct investigations.

Video, audio, and GPS may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance. Video evidence can be used to confirm or deny specific allegations that could result in employee discipline. Employees may view video of their travels upon request to their supervisor. Video, audio, and GPS will be viewed only by supervisory employees.

Section 14.6 Disciplinary Actions

A. No employee shall be formally disciplined (including oral, written warnings, written reprimands, suspensions, or be terminated) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

- B. An employee shall be entitled to have present a representative of the Union during any formal disciplinary action. When a request for such representation is made, no formal action shall be taken with respect to the employee until such representative of the Union is present, provided that such actions will not delay the action an unreasonable amount of time due to a lack of Union representation and that in appropriate circumstances such actions may be implemented without Union representation.
- C. The District agrees to follow a policy of progressive discipline which includes oral and written warnings, reprimands, suspensions, with termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- D. Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student or other person will be called to the attention of the employee as soon as reasonably possible. Any complaint not called to the attention of the employee may not be used as the sole basis for any disciplinary action against the employee.
- E. Employees shall serve a probationary period of ninety (90) days. During this probationary period, they may be terminated at the discretion of the District with no recourse to the grievance procedure.

Section 14.7 Suspension or Termination

The District may suspend or terminate an employee without progressive disciplinary action including oral and written warnings in the case of major misconduct. Major misconduct will include but not be limited to falsification of employment application information, unauthorized absence from work location during scheduled shift, falsification of payroll time sheets, sexual harassment, violation of drug free workplace, and presence at work site causing potential for public harm. All actions taken by the District for major misconduct violations shall be in good faith and for just cause.

ARTICLE XV NO STRIKE NO LOCKOUT

Section 15.1 Union Agreement

It is recognized that the Employer is engaged in a public service. Neither the Union nor its members, agents, representatives, employees, or person acting in concert with them shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof. The Union and its officers will do everything in their power to end and avert such action.

Any employee participating in any strike, walkout, sympathy strike or slowdown during the term of the Agreement may be subject to dismissal.

Section 15.2 Employer Agreement

The Employer agrees not to lockout employees during the term of this Agreement. Any action by the Employer in closing operations for reasons of emergency of inclement weather will not be considered a lockout.

ARTICLE XVI. GRIEVANCE PROCEDURE

Section 16.1 Definition

A grievance under this Agreement is defined as a claim or charge raised by the Union as to the application or interpretation of a provision(s) of this Agreement.

Section 16.2 Grievance Information

During each step where a grievance is reduced to writing, the written statement shall specify:

- 1. The name of the grievant
- 2. The provision violated
- 3. Date the violation occurred
- 4. Explanation of violation
- 5. Proposed remedy
- 6. Results of the previous step(s) and why such results were unsatisfactory

Section 16.3 Days

"Days" shall mean working days as defined in the District's two hundred sixty (260) day calendar.

Section 16.4 Steps

All grievances must begin at Step 1 no later than ten (10) working days after the employee knew or could have reasonably known of the occurrence of the circumstances giving rise to the grievance.

Step 1. Any employee having a grievance may first take the matter up with the employee's immediate supervisor. If no satisfactory answer or disposition is received within ten (10) working days, the grievance shall be processed as follows:

Step 2. If the grievance is not resolved at Step 1, the Union representative may reduce to writing the grievance and submit to the immediate supervisor within ten (10) working days of the receipt of the supervisors' Step 1 decision, A meeting shall be scheduled within ten (10) working days after receipt of the grievance at a mutually agreeable time. Either one or both parties may request assistance from the staff members in the hearing to resolve the grievance. Within ten (10) working days after the hearing, the supervisor shall provide the Union with a written answer to the grievance.

Step 3. If the grievance is not resolved at Step 2, the Union representative may submit the written grievance to the Superintendent or official designee within ten (10) working days of the receipt of the supervisor's decision. The Superintendent or designee shall, within ten (10) working days of the receipt of the grievance, hold a hearing at a mutually agreed time. At the hearing, each party shall have the right to include such witnesses as it deems necessary. Upon conclusion of the hearing, the Superintendent or designee shall, within ten (10) working days, provide the Union with a written decision.

Step 4. Grievances not resolved at Step 3 may be referred to arbitration by the Union by filing notice of its demand to arbitrate within ten (10) working days following receipt of the Step 3 response. Absent mutual agreement of the parties on the source of an arbitrator and the rules under which they will function, the arbitrator shall be chosen from a Federal Mediation and Conciliation Service panel by alternately striking names of arbitrators who are acceptable to the parties. Said arbitrator shall function under the American Arbitration Association voluntary rules; provided that any procedural or substantive provision contained in this Agreement shall take precedent over any voluntary rules of the American Arbitration Association which is contrary to or inconsistent with it.

Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation and all other expenses incident to the arbitration shall be divided equally.

In arbitration, it is understood that the arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify this Agreement.

Section 16.5 Failure to Follow Timelines

Failure by the Union to file grievances or move them to the next step within the timelines indicated shall cause grievances to be null and void. Failure by the District to respond within the timelines moves the grievance to the next step.

Section 16.6 Extension of Timelines

At any step of the procedure the time limits may be extended by mutual agreement of the District and the Union.

ARTICLE XVII SALARY SCHEDULE AND INSURANCE

Section 17.1 Salary Time Period

The salary schedule is attached as Schedule A (Appendix A). It is the intent of the parties that the salary and insurance settlement herein comply with law. If said salary or insurance increase contained herein is found to be in violation of compensation lids set by the Legislature and/or established by the office of the Superintendent of Public Instruction, these provisions herein shall be void and subject to renegotiation.

Section 17.2 Salary Placement

Employees covered under this agreement shall be paid appropriate to their placement on the Salary Schedule A (Appendix A).

- A. New employees hired from another school District who have similar occupational status may be placed on the salary schedule with credit for prior service.
- B. New employees hired with industry experience may be credited with experience on a two full years for one full year basis up to a maximum of four years of experience credited.

A. The employee will have up to ninety (90) calendar days from their first day of work to submit appropriate documentation (original certificate of completion, official transcripts, and verification of experience) for evaluation of salary placement.

Section 17.3 Longevity

Longevity shall be defined as continuous years of service with the District as of the employee's first day of work, regardless of prior union affiliation and shall be used for salary placement only.

Employees hired by February 1st of a school year will be granted experience minus any unpaid leave(s) of absence or other breaks in service. Step increase will be effective September 1 of the same calendar year. Those hired after February 1st will be granted experience, minus any unpaid leave(s) of absence or other breaks in service. Step increase will be effective on September 1st of the next calendar year.

Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in services.

Section 17.4 Professional Development

The District recognizes the benefits of offering training opportunities to its employees in order to achieve a higher level of individual competence and quality of work performance.

The District and the Union agree to participate in the Western Washington Stationary Engineers Training Trust (Trust) to provide professional development opportunities for members of this unit. The District will contribute an amount per fulltime FTE as outlined in the Trust agreement.

This agreement will sunset effective August 31, 2025, in line with the duration of the Collective Bargaining Agreement. The program shall not be operative during any year the District is forced to implement a reduction in force affecting this bargaining unit due to loss of funds caused by a significant drop in State funding and/or Levy failure. In the event it should become necessary to curtail the Professional Development Program, the District will consult with the Union regarding the impact such a change will have on the program itself.

Section 17.5 Insurance Premiums Eligibility

Employer shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

Section 17.6 Clothing Allowance

All employees shall be awarded eight hundred dollars (\$800) annually on the September pay warrant for the purpose of purchasing work shoes, District logo clothing, and rain gear.

Section 17.7 Property Loss Damage

Acts of damage that are clearly recognizable as vandalism while an employee's vehicle is in the school setting and while the employee is acting within the scope of their assigned employment obligations to the District shall be reimbursed as follows: the District will reimburse the employee the amount of their individual insurance policy deductible up to a maximum of five hundred dollars (\$500) or the cost of repair up to five hundred dollars (\$500).

Section 17.8 Deduction of Wages

Following notification to the employee, errors resulting in overpayment shall be corrected on the next month's payroll. If requested by the employee, the Human Resources Department and the employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant. In the event an employee is notified of an overpayment prior to receiving said payment, the District may elect to deduct the full amount of overpayment from the employee's next pay warrant.

Section 17.9 Salaries

Salaries shall be paid on the last District workday of the month in twelve (12) equal amounts based upon the annualized hourly rate. Salaries shall be paid as submitted by the employee and verified by the supervisor within District approved procedures and timelines.

Errors of underpayment over \$100 will be corrected as soon as possible provided the error is reported to the payroll office within five (5) days of payday. Lesser errors of underpayment made by the District and reported by

the employee prior to the succeeding month's cutoff date will be made on the next paycheck.

Direct deposit of an employee's monthly wage/salary may be made to participating banks, credit unions, or other similar institutions, provided the employee completes required paperwork within designated timelines. All compensation owed to an employee leaving the District shall be paid on the next regular paycheck.

Those employees whose positions are presently established on the salary schedule shall maintain their present longevity and salary except, as the change in salary schedule might delete or add steps, placement would then be established in accordance with the new conditions.

Section 17.10 State Pass Through

The District will increase all steps on Salary Schedule A by the state percentage increase for classified employee salaries identified in the state appropriations act (currently the Implicit Price Deflator or IPD), if any, in September.

ARTICLE XVIII. TERMS, AMENDEMENTS AND MODIFICATIONS

Section 18.1 Application of Laws

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future laws of the State of Washington, including rules and regulations by the Office of the State Superintendent of Schools, or agencies of government other than the District, pursuant to authority granted to them by the legislature.

Section 18.2 Unlawful or Invalid Sections

Should any article, section, or portion thereof of this Agreement be held unlawful or invalid in any court, agency, or board of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

Section 18.3 Provisions

All provisions of this agreement shall continue to be in force and in effect from September 1, 2025, to August 31, 2027. By mutual agreement, any or all parts of this Agreement may be reopened for negotiations at any time.

Should either party desire to change, modify or terminate the Agreement, written notice must be given to the other party ninety (90) days in advance of August 31, 2027, anniversary date.

FOR THE UNION

By: Milly Reliance
Shelly Filippi

Field Representative

Date: 09/16/2025

FOR THE DISTRICT

Derrick Pete

Human Resources, Executive Director

Date: 9/10/2025

APPENDIX A - SALARY SCHEDULES

GROUNDS

Grounds:	1 Year	2 Years	3 Year	4 Years	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
General	\$33.12	\$33.80	\$34.51	\$35.17	\$35.86	\$36.59	\$37.30	\$38.07	\$38.84	\$39.59
Grounds:	1 Year	2 Years	3 Year	4 Years	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Irrigation	\$36.75	\$37.51	\$38.25	\$39.03	\$39.80	\$40.60	\$41.42	\$42.24	\$43.09	\$43.94

Grounds:	1 Year	2-4 Years	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Lead	\$40.80	\$41.53	\$42.42	\$43.28	\$44.15	\$45.04	\$45.92	\$46.83

MAINTENANCE

Maintenance:	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Skilled*	\$41.01	\$41.81	\$42.84	\$43.24	\$45.70	\$46.61	\$47.52	\$48.47	\$49.43	\$50.41
Maintenance:	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Technician	\$44.78	\$45.70	\$46.61	\$47.52	\$48.47	\$49.43	\$50.41	\$51.45	\$51.98	\$52.52

^{*}see app. B

				*1	*2	3	4	
	a.	Maintains equip	ment and tools					
	b.	Knowledge of sl	xill area					
	c.	Maintains depar	tment vehicles					
	d.	Exhibits safe, co	ourteous, lawful driving practices					
	e.	Keeps work area	clean (shop and facilities)					
	f.	Keeps appropria	te maintenance records					
	g.	Promptly makes	repairs or reports need					
	h.	Practices good s	afety habits					
	i.	Maintains buildi	ng security					
	j.	Understands and	follows department and District policies					
	*Any	area requiring in	mprovement (rating 1 or 2) requires com	ment and re	commendatio	n for improve	ment	
10.	Person	al Appearance:	The personal impression an individual ma and appropriateness of dress on the job.) A. *Does not satisfy		. (Consider cle		ning, neatness,	
11.	Physic	al Fitness:	The ability to work consistently with physical A. ☐ *Health insufficient or lacks physical B. ☐ Satisfies physical and energy job re	cal ability to	-			
12.	Attenda	ance:	Dependability in coming to work daily and A. *Does not satisfy attendance and/or B. Satisfies or exceeds attendance and	punctuality	expectation			
STA	TEMENT	OF OVERALL PER	FORMANCE & RECOMMENDATIONS: (Requi	red to be comp	oleted by evalua	tor)		
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			n opportunity to discuss this evaluation s not mean that I agree with this evalua					
		Sig	gnature of Employee Being Evaluated			Date		-

				*1	*2	3	4	
	a. Mainta	ins equipn	nent and tools					
	b. Knowledge of skill area		ill area					
	c. Mainta	ment trucks, trailers, etc.						
	d. Exhibits safe, c		urteous, lawful driving practices					
	e. Practic	Practices safe chemical handling procedures						
			ed chemical handling procedures					
	g. Keeps work area		clean					
			e maintenance records					
			repairs or reports need					
			afety habits					
		ins ground		$\overline{\Box}$	$\overline{\Box}$			
		_	follows department and District policies	ī	ī		Ē	
			improvement requires comment and recon	nmendation fo	or improvement			
12.	Personal Appearance:		The personal impression an individual malappropriateness of dress on the job.)	kes on others. ((Consider cleanl	iness, gro	ooming, neatness, and	
			A. *Does not satisfy	B □ Satisf	fies or exceeds			
			A. Does not satisfy	D. 🗀 5atisi	ics of execeds			
13.	Physical Fitness:		The ability to work consistently with phys	sical alertness	and energy.			
			A. ☐ *Health insufficient or lacks physical ability to perform job.					
			B. Satisfies physical and energy job re	equirements				
12.	Attendance:		Dependability in coming to work daily and	d conforming t	o work hours.			
			A. □ *Does not satisfy attendance and/or punctuality expectation					
			B. Satisfies or exceeds attendance and	-	-			
				1	, ,			
STA	TEMENT OF OVE	RALL PER	FORMANCE & RECOMMENDATIONS: (Requi	red to be compl	leted by evaluator	.)		
Do	you recommend	that this e	employee continue in their present position	n: (Check one)	□Yes	□No	With reservations	
		\overline{Ev}	aluator's Signature			Date		
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			at I agree with this evaluation. A copy					
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		Sig	gnature of Employee Being Evaluated			Date		