

COLLECTIVE BARGAINING AGREEMENT

between

**INTERNATIONAL UNION OF OPERATING
ENGINEERS #280**

and

**CLARKSTON SCHOOL DISTRICT
NO. J250-185**

September 1, 2018 to August 31, 2020

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Preamble

This AGREEMENT is made and entered into by and between the Clarkston School District, Clarkston, Washington, herein after called the "District", and the International Union of Operating Engineers Local 280, hereinafter called the "Union".

Witnesseth:

The purpose of this agreement is to make and to maintain harmonious labor relations and to bargain collectively in regards to wages, hours, and working conditions, the parties hereto mutually agree to be legally bound and agree as follows:

Article 1 - Recognition

The District hereby recognizes the Union as the exclusive bargaining agent for the bargaining group consisting of all full time and regular part time employees who are classified as food services, transportation, custodial, grounds keeping, computer repair technicians and maintenance. All who are members of the Union on the effective date of this Agreement and all future employees, as a condition of employment, shall become and remain members of the Union in good standing or authorize payment of a representation fee in lieu of membership dues pursuant to RCW 41.56.122, Section One, not later than thirty-one (31) calendar days after date of hire or effective date of this Agreement, whichever is later.

Definitions

Full time: There are two categories of "full time" employees.

1. A regular, employee who works at least 8 hours per scheduled workday during the school year (210 days or more) or the calendar year (1680 or more contractual hours) including holidays.
2. A regular, employee who works at least eight (8) hours per scheduled workday two hundred-sixty (260) calendar days (2080 contractual hours).

Regular Part time: There are two categories of "regular part time employees."

1. A regular part-time employee that has been formally hired to work a set schedule that is less than eight (8) hours per day or for less than two hundred (200) days per year. Regular part time employees are governed by all provisions of this Agreement.
2. A "substitute" employee works for the District on a temporary schedule or on-call basis. Time spent, as a substitute will accumulate up to forty-five (45) days during any two year period for the purpose of credit toward ninety (90) day probationary period. If warranted the District upon mutual agreement of the parties may extend the probationary period. The following provisions apply to non-contracted (substitute) employees, wage provisions identified by salary schedule, seniority as provided by Article 17, Section 17.6, and complaint procedure as identified by Article 23, Section 23.1, and Article 8, Section 8.1.

Article 2 - Union Security

- 2.1 The District will deduct membership dues and initiation or representation fee and pay to the Union, from the wages of all employees who, in writing, have authorized the District to do so and submit a monthly accounting of such deduction, giving the amount deducted opposite

the employee's name. The Union, agrees to indemnify and hold the District harmless against any claim, suits, order or judgments brought and issued against the District as a result of any action taken by the District on account of a payroll deduction of Unions Dues.

- 2.2 The District recognizes that it is the responsibility of the Union to represent the employees effectively and fairly. No employee shall be discharged, disciplined, or discriminated against due to his/her membership in the Union or by his/her lawful Union activity.

Article 3 - District Rights and Responsibility

- 3.1 Subject only to the expressed limitations stated in this agreement, or in any other arrangement between the employer and the Union (Memo of Understanding or Letter of Agreement), during the term of this agreement it is agreed that the customary and usual rights, powers, functions, responsibilities, and authority of management are vested in management officials of the District.
- 3.2 The right to make rules and regulations are considered acknowledged functions of the District. Included in these rights in accordance with applicable laws and regulations and this collective bargaining agreement are:
1. The right to make rules and regulations relating to personnel policies;
 2. The right to direct the work force;
 3. The right to hire, promote, retain, transfer, and assign employees in positions;
 4. The right to release employees from duties because of lack of work or other legitimate reasons;
 5. The right to maintain efficiency of the District operations by determining the methods, the means, and the personnel by which such operation is conducted;
 6. To take whatever actions are necessary in emergencies in order to assure the proper operation of the District.

Article 4 - Employee Rights / Discipline Procedures

Neither the District, nor the Union shall unlawfully discriminate against any employee subject to this agreement on the basis of age, sex, marital status, religion, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District.

Employee Personnel File

The employee's personnel file will be kept in the District Office and the information and documentation will be considered confidential to the extent permitted by law. Employees may review their personnel files, in the presence of personnel staff, during normal working hours by appointment only. Employee shall have the right to attach his or her own written comments relating to material in the file within fourteen (14) days of the employee being notified that the material will be placed in the file. The employee may request that the District consider removal of derogatory material (other than evaluations) from his/her file twelve (12) months after its placement in the file. Upon written request from the employee the District will review the derogatory information and, at

the District's sole discretion, may remove none, some, or all of the derogatory material. The District's decision regarding the derogatory information shall be final. The employee's working file will be expunged if there is a change in supervision or principal at the employee's school.

Article 5 - No Strike or Lockout

The employee's covered by this agreement agree not to cause or participate in any strikes, sympathy strikes, and slowdowns or participate in any work stoppage, and the Board agrees not to lock out employees during the term of this agreement. However, if the employee chooses to participate in such activities on their own time they will not be considered to be in violation of this Article.

Article 6 - Negotiations Procedures

- 6.1 This agreement will be open for negotiations no later than sixty (60) calendar days prior to the termination date of this Agreement except as otherwise provided herein.
- 6.2 Each party to this Agreement will exchange the specific language for their proposed changes not later than the second negotiation meeting.
- 6.3 Negotiations shall be conducted at mutually agreeable times.
- 6.4 Every effort will be made to complete negotiations by August 31, except when extended by mutual consent of the parties.
- 6.5 The School Board will take into consideration any tentative agreement ratified by the Union on or before the next regularly scheduled Board Meeting.

Article 7 - General Conditions of Employment

- 7.1 New employees will start on the salary schedule according to previous work experience determined by the district.
- 7.2 It is agreed that no employee shall be requested to make any individual contract, agreement, stipulation, or affidavit which relates to hours, wages, working conditions, Union membership or Union activities. Notwithstanding the above, if the employee rejects Union representation in writing, the District will be entitled to negotiate an individual grievance settlement or severance agreement with an employee without the Union's participation in the settlement process.
- 7.3 Employees shall adhere to all rules set forth by the Washington Industrial Safety and Health Act.
- 7.4 When it is found necessary to add new classifications to this Agreement, the District Superintendent or his/her designee and the Union shall meet to reach an agreement on wages and conditions for said new classification. Said agreement to be subject to approval by the School Board.

- 7.5 The following employees shall have valid First Aid Cards: Bus Drivers, Head Cooks, 2nd Cooks, maintenance and all custodians. Employees required to attend these classes will be paid at the in-service rate of pay.
- 7.6 Employees shall keep the District informed of their current addresses and phone numbers.
- 7.7 There shall be a Labor Management Committee consisting of employees named by the Union and representatives of the Employer named by the Employer.
- 7.8 It is recognized that the health and safety of the employee, training and qualifications, may preclude rigid adherence to the least senior employee process.

The Labor Management Committee shall meet at the request of the Union or the District and shall consider and discuss matters of mutual concern pertaining to the improvement of the District and the safety and welfare of the employees.

The purpose of the Labor Management Committee is to deal with matters of general concern to members as opposed to individual complaints of employees, in a communications and consultative capacity to the Supervisor. Accordingly, the committee will not discuss grievances or the subject of grievance procedures, except to the extent that such discussion may be useful in suggesting improved District policies. Either the Union representatives or the District representatives may initiate discussion of any subject of a general nature affecting the operations of the Employer or its employees.

An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this agreement.

Article 8 - Probationary Period - New Employees

- 8.1 A new employee shall serve a ninety (90) calendar day probationary period during which time he/she shall have no seniority. An employee changing positions (bid) will serve a thirty (30) day trial / probation period. Upon mutual agreement of both parties, the thirty (30) day probation may be waived to expedite the filling of the vacated position. (See section 19.2).
- 8.2 Upon successful completion of probationary period, the new employee shall be classified as a regular full-time or regular part-time employee and shall be credited for all seniority acquired during the probationary period.
- 8.3 The Union may represent probationary employees during the probationary period except that newly hired probationary employees may be discharged at any time without cause and without the right of appeal under the terms of the contract.

Article 9 - Job Security

In an effort to furnish meaningful employment, the District agrees to maintain the staff with full-time employees to the extent reasonably feasible and consistent with the operational needs of the District.

Article 10 - Hours of Work

10.1 It is the intent of the District to maintain a work force consistent with the schedule requirements of the District. Eight (8) working hours, exclusive of lunch, shall constitute a normal workday. Five (5) consecutive days, [Monday through Friday,] shall constitute a week's work. All hours over forty (40) in one week shall be overtime and shall be paid for at the rate of one and one-half (1 ½) hours at the regular rate. In order to maintain efficiency of the District operation, flexible-hour shifts may be assigned by mutual agreement with the Union. These could allow a four (4) day, ten (10) hour workday (during summer months), with lunch and rest periods included as appropriate. Any hours worked in excess of forty (40) hours/week shall be paid at the appropriate overtime rate of pay.

Shift Time Changes

Emergency

In the event of an emergency the District is entitled to make adjustments to the start and end times for any employee. This is for a short-term temporary basis.

Shift Start and End times

In the event there is a need to adjust a shift start and end times the District will consult with the Union regarding the necessary reasons for the change. Shifts may be adjusted up to sixty (60) minutes by the District. Reasonable efforts will be made by the District to maintain consistent shift start and end times. Notification and duration will occur ten (10) working days prior to the shift adjustment. In the event that a conflict (employee can't make the shift adjustment) a volunteer to switch shifts will be solicited via email.

If the District agrees that it works for the particular employee and shift involved, employees may be entitled to waive their duty free meal break by requesting such a waiver in writing to their immediate supervisor.

10.2 The custodial department due to scheduling needs will establish a flexible shift, five (5) consecutive days, [Tuesday through Saturday], at the High School. The Saturday shift will be from 8:00 a.m. to 4:30 p.m. Changes to the Saturday (up to two (2) hours) shift must be made one week in advance unless mutually agreed upon.

1. During all vacation periods (winter, spring, and summer breaks) the custodial staff upon mutual agreement shall be reassigned to day shift.
2. If shift changes are required to support special scheduled school events the custodians normal shift hours can be adjusted two (2) hours in time to accommodate the schools special schedule with prior notice twenty-four (24) hours or the provisions of 10.5 shall apply. The District will make every effort to minimize the number of occasions this occurs. (For example: Open House or Parent Orientation)

10.3 Rest periods shall be fifteen (15) minutes, on the employer's time, for each four (4) hours of working time.

10.4 Sick leave, vacations and holidays shall be counted as time worked for the purpose of computing overtime.

- 10.5 Employees called back to work for emergencies and/or special assignments shall be paid no less than two (2) hours pay at either the regular hourly or the appropriate overtime rate.
- 10.6 In years, which contain 261 or 262 workdays, 260 day employees, shall receive an additional day(s) off at a time determined by the District in conjunction with July 4th or an alternate date can be determined by mutual agreement between the Union and the District.
- 10.7 When it is necessary for a 260 day employee to be absent for an extended period or pulled from regular work to complete another district project during the summer break, the district will make every effort to fill the position with a 210 day employee. If a 210 day employee is not available, the district will attempt to fill the position with a substitute.

Article 11 - Holidays

Full time employees (260 day employees) shall receive twelve (12) paid holidays listed below: Less than full-time employees shall receive eleven (11) paid holidays which are marked with a * listed below (all except July 4th):

*January 1 st	New Year's Day
*Third Monday in January	Martin Luther King's Birthday
*Third Monday in February	President's Day
*Last Monday in May	Memorial Day
+July 4 th	Independence Day
*First Monday in September	Labor Day
*November 11 th	Veteran's Day
*Fourth Thursday in November	Thanksgiving
*Fourth Friday in November	After Thanksgiving
*December 24 th	Christmas Eve Day
*December 25 th	Christmas Day
*December 31 st	New Year's Eve

+Indicates a paid holiday for any 210 day employee who has been hired to complete summer work that begins before the holiday and ends after the holiday.

To be eligible for a paid Holiday, the employee must work the scheduled shifts before and after the Holiday or be on approved paid leave.

Any holidays falling on Saturday or Sunday when school is not in session will be observed on the Friday before or the following Monday whichever is feasible and set by the District. All work performed on these days shall be compensated at the rate of one and one-half times (1 ½) the regular hourly rate for all hours worked, in addition to the holiday pay.

Article 12 - Vacations

Once a two hundred-sixty (260) day full time employee has completed the ninety (90) calendar day probationary period, they will begin to accrue vacation benefits from the date of hire. Vacation accrual will be pro-rated for the first partial year of employment at the rate of .833 days per month worked. The normal vacation cycle will be July 1/June 30 of each

year. Vacation time earned will be accrued monthly and reflected on the employees pay stub.

Vacation allotments for full-time employees (2080 hours per year) shall be as follows:

- 2 weeks after one (1) year of service
- 3 weeks after five (5) years of service
- 4 weeks after ten (10) years of service
- 5 weeks after fifteen (15) years of service
- 6 weeks after twenty-five (25) years of service

All full time (260 day) employees may take vacation with the approval of the Superintendent or his/her designee. Employees should schedule leave of three (3) or more days with their supervisors at least two weeks in advance of the first day of vacation to allow for department planning. Vacation requests will not be unreasonably denied.

A paid holiday will not be counted as a vacation day.

Upon entry of the leave request into Skyward by the employee, the employee will receive a response within five (5) working days from the supervisor or designee.

12.1 Vacation Carryover

All bargaining unit employees shall be allowed to carryover one year's accrued vacation based on years of service. Each employee that is unable to use accrued hours due to unforeseen circumstances shall submit a request for cash out or carryover of the additional days to the Superintendent or his/her designee and such requests shall not be unreasonably denied.

Article 13 - Leaves

Illness, Injury and Emergency Leaves - Employees may be eligible for sick leave, emergency leave, bereavement leave, maternity leave, jury and subpoena leave, and personal leave as described below:

Any leave that is expected to be longer than three (3) working days in the area of night custodian, the District will make an effort to provide a substitute for the specific position no later than the third day.

13.1 Sick Leave

260 day full-time employees shall accrue twelve (12) days of sick leave per year. 210 day full time employees shall accrue eleven (11) days of sick leave per year. Other regular employees shall be entitled to sick leave based on a pro-rata basis. Sick leave days are to be used when absent due to illness, injury or emergency as provided by RCW 28A.400.300. All regular employees will be granted their full years projected sick leave on September 1 of each school year. When an employee leaves their employment, for any reason prior to the end of the year, any leave used but not accrued shall be deducted from the employee's final check. In addition, any unearned sick leave shall be reduced from the employees leave balance upon separation from employment for any reason.

A physician's statement of illness may be required upon the request of the superintendent or his/her designee if the illness extends beyond a five (5) working days. Doctor or dental appointments will be considered valid reasons for a request for sick leave. If the Superintendent has a reasonable basis to suspect misuse of leave he/she may request validation of illness.

Sick Leave Cash Out - The Sick Leave Cash Out cycle is on the calendar year January-December. Unused sick leave may be accumulated up to a maximum of 180 days. Employees that have a sick leave balance in excess of sixty (60) days as of December 31 in any given year, may cash out unused sick leave from the previous year's accumulation. The cash out ratio is 1:4 (or to VEBA) one (1) day will be cashed out for every four (4) days of accumulated leave. Based on this ratio the maximum days that could be cashed out would be twelve (12) and at the ratio of 1:4 they would receive pay for four (4) days (or to VEBA). Sick leave cash out will be paid during the month of February each year.

No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

At the time of separation from school 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) days accrued sick leave for illness or injury.

13.1.1 Emergency Leave - Emergency leave may be granted and charged against the employee's sick leave bank. An emergency is defined as a problem that must have been suddenly precipitated, must be of such a nature that preplanning was not possible and where preplanning could not relieve the necessity for the employee's absence.

13.1.2 Bereavement Leave - For each situation involving the death of a member in a classified employee's or spouse's immediate family, the employee shall be allowed up to five (5) days of absence on full pay. Immediate family is defined as being a father, father-in-law, mother, mother-in-law, spouse, domestic partner, son, daughter, sister or brother of the employee or his/her spouse, grandchildren or grandparents of the employee or his/her spouse, uncle, aunt, nephew, niece, fiance, fiancée, or any relative living in the immediate household of the employee. Such leave is non-cumulative and is not deducted from sick leave. It is anticipated that such leave days shall be taken consecutively and that the leave will be taken within a reasonable time of the death. If the deceased has substantially the same association with the employee as his parent or child would have, then bereavement leave may be granted at the discretion of the Superintendent or his/her designee.

13.1.2.1 Emergency leave may be granted by the Superintendent or his/her designee for bereavement purposes where the death is not covered in Article 13.1.2.

13.1.3 Personal Leave. Two (2) personal days are granted to all regular employees for the purpose of attending to personal or legal business or family matters. The employee has the ability to sell back one day per school year during the month of June.

Personal leave is allocated in advance during the month of September. Personal leave may be rolled over into the following year with a limit of four (4) total days of accumulation. Personal leave shall not be used during the last two weeks of school or immediately preceding or following winter or spring vacation periods, without specific approval from the Superintendent or his/her designee. New employees must work ninety (90) consecutive days to earn personal leave.

- 13.1.4 Jury and Subpoena Leave. Employees who lose work because of absence on jury duty will be paid the difference between the regular scheduled earnings, which would otherwise have been received, and their reimbursement as jurors, exclusive of mileage reimbursements, up to a maximum of eight (8) hours for each day. The employee shall report promptly to work if he/she is excused from jury duty or witness service during the workday.

In the event that a regular part time employee has more than one employer. The employees will pro rate the jury duty pay based on the number of documented hours normally worked.

- 13.1.5 Military Leave. Military Leave shall be granted as provided in applicable statutes. In no situation shall an employee receive compensation in excess of what would have been earned in their regular job.

- 13.1.6 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held or a similar position at the time leave was granted. Only the employee(s) advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in such case, shall return to the jobs they left. Employees who are granted leave of absence shall not lose their established seniority.

- 13.1.7 Shared Leave. Each bargaining unit member who has accumulated more than sixty (60) days of sick leave may donate up to six (6) days per year to other District employees, provided that such contribution does not reduce their own sick leave below sixty (60) days. All bargaining unit members shall be eligible to receive donated sick leave in accordance with RCW 41.04 provided:

1. The District employee suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause, the staff member to:
 - a. Go on leave without pay status; or
 - b. Terminate employment.
2. The District employee has depleted, or will shortly deplete all sick leave reserves;
3. The District employee is not eligible for industrial insurance benefits.

A District committee including two (2) IUOE members shall determine the amount of leave, if any, which a District employee may receive under this section. No individual may receive more than 180 days total of donated leave. The committee shall require proper documentation from a licensed or otherwise authorized health care provider along with the application for donated leave. Such documentation shall include a verification of the extraordinary nature and expected duration of the

condition. All donated leave must be given voluntarily. No one shall be coerced, threatened, intimidated or financially induced into donating leave. The leave recipient shall receive his/her normal rate of pay. Leave sharing will be administered in compliance with RCW 28A.400.380 and WAC 392-126-104. All salary calculations shall be per WAC 392-126-099. Likewise, all unused donated leave shall be returned to the donor on a pro-rated basis. All definitions shall be per WAC 392-126.

An employee who has been granted leave for health reasons may return to service during the period of the leave after giving due notice and the parties have mutually agreed to a return date. Notice must be in writing to the Superintendent and must include a release to work from his/her personal physician.

Accumulated sick leave is retained while on leave-of-absence for health conditions, if leave is requested and granted prior to exhaustion of sick leave.

- 13.1.8 Family Medical Leave Act Leave. In accordance with District policy, Employees may be eligible for up to twelve weeks of unpaid leave under the Family Medical Leave Act, Federal Law or Washington State Law.
- 13.1.9 Disciplinary action related to unpaid or non-approved Leave of Absence Employees who are on unpaid leave shall be subject to the discipline, discharge, and Layoff and Recall provisions of this Agreement, if the circumstances warrant.

Article 14 - Retirements

- 14.1 The number of hours an employee works determines whether an employee subject to this agreement is eligible for participation in the Washington State Public Employees' Retirement System. The District shall report all hours in accordance with the State Retirement System guidelines.
- 14.2 The District will offer VEBA III to be voted on annually

Article 15 - Termination

- 15.1 Termination of employment shall be for just cause. Layoffs are for economic reasons or for lack of work.

Article 16 - Discipline Procedures

- 16.1 The District may take disciplinary action against an employee for just cause. A progressive disciplinary policy will normally be followed by the District when it deems it necessary to discipline an employee.

The progressive disciplinary policy will consist of the following: (1) oral warning, (2) written warning, (3) suspension, and/or (4) termination. The following will be considered as being among the causes for disciplinary action or termination: incompetence, insubordination, physical or mental disabilities which interfere with the work, willful or persistent violation of

school laws or policies or regulations, immorality, willful or persistent neglect of duty, addiction to the use of or possession of illegal narcotics or habit-forming drugs. The District shall be allowed to disregard progressive discipline if the situation warrants, so long as the disciplinary action taken is reasonable in light of the serious nature of misconduct. At the request of the employee he/she may have Union representation at any meeting, which may reasonably lead to disciplinary action. (Reference Article 4)

- 16.2 If any employee desires to quit or if the District discharges an employee, ten (10) working days' notice shall be given, provided, however, that the District is not obligated to give such notice where an employee is discharged for serious misconduct such as: immorality, insubordination, intoxication, theft, assault or dishonesty. Any employee, excluding new employees during their probationary period, who is discharged is entitled to grieve such action.

Article 17 - Seniority

- 17.1 Seniority means an employee's length of continuous service with the District. However, new employees in the bargaining unit will not accrue seniority until they have completed a ninety (90) calendar day probationary period, to the satisfaction of the District. After the probationary period, their seniority will date from the time they entered the bargaining unit.

- 17.2 Seniority rights shall be lost for the following reasons:

1. Voluntary quit or resignation.
2. Discharge for just cause.
3. Layoff exceeding eighteen (18) months.
4. Failure to comply with the provisions of a Leave of Absence.
5. Unexcused absence (no call, no show) from work for three (3) consecutive days, which may also be grounds for termination from employment.
6. Retirement
7. Failure to return to work upon recall from layoff.
8. Sick leave exceeding twelve (12) months.

- 17.3 Seniority shall prevail when an employee is considered qualified to perform the work, for promotions, layoffs, vacation and overtime. Overtime assignments, whenever possible, shall be made within a specific school by classification brackets.

- 17.4 The District shall publicize within the bargaining unit the availability of open positions and such openings shall be posted for a minimum of five (5) working days before being filled. Any position posted, shall be awarded based on seniority.

Upon request the District will provide reasons an employee was turned down for a job. Such reasons are for information only and not subject to the grievance procedure. Vacant positions to be filled during the summer months will be advertised for at least two (2) weeks if possible.

- 17.5 Transfer of Previous Experience - When an employee leaves a school District within the State of Washington and commences employment with the District, the employee shall be given longevity credits in accordance with RCW 28A.400.300. Seniority credits shall not be transferred.

- 17.6 Substitutes who satisfactorily complete ninety (90) cumulative days in a job classification in a two (2) school year period will be given full consideration with outside candidates and granted an interview if interviews are conducted upon application for regular employment in that job classification provided they meet the minimum posted job requirements.

Article 18 - Layoff Provisions

- 18.1 Layoff - The term "layoff" as used herein shall be defined as the termination of an employee as the result of a reduction of force.
- 18.2 When layoff appears to be necessary within a department, the District will inform the Union as soon as possible and will consult with the Union concerning the implementation of the layoff. In the event of a layoff, employees so affected are to be placed on a reemployment list (recall) for eighteen (18) months from the date of the layoff.
- 18.3 Should it become necessary for the District to institute a layoff of employees, the layoff will be completed on the basis of seniority. Employee(s) hired last will be the first to be laid off.
- 18.4 An employee shall forfeit rights to re-employment as provided in Section 18.5 if the employee does not comply with the requirements of this Article, or if the employee does not respond to the offer of reemployment within ten (10) calendar days.
- 18.5 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.
- 18.6 Recall will be on the basis of the reverse order of layoff. Employees will remain subject to recall provided they kept the District informed of their current address, telephone number and availability for employment during the layoff period.

Article 19 - Vacancies and Transfers

When the District determines that a vacancy exists, bargaining unit members will be given an opportunity to apply for said vacancies. Members shall be notified of vacancies by the HR Department through TalentEd Recruit & Hire (staff will receive training and support as needed) and a district wide email for posting within the buildings.

19.1 Transfers within Custodial and Food Service Departments

Employees within the department of the opening, interested in open positions, will attend a bid fair where the available position(s) are posted. An employee must be present or have submitted a bid in writing for the open position. The most senior employee will be given the open position.

This process will continue until a single vacancy exists that no employee within the department bids. This position will be left open internally for forty-eight (48) hours so that any department employee may still bid on that position during that time prior to external

posting. Should multiple employees bid during this time, it will be given to the most senior employee and said employee shall forego their thirty (30) working day trial period (see below). The newly vacant position will be immediately posted externally.

The District shall make an attempt to fill the vacant position with the senior qualified employee within thirty (30) calendar days following the vacancy.

- 19.2 Each employee may submit a bid or letter of request or transfer from one department to another, or one shift to another.
- 19.3 Employees shall have up to thirty (30) working days following assignment to a new position or school to determine whether or not to return to their original position. Sub-personnel may fill transferred employee's position during the probation period.
- 19.4 Vacant positions during the summer months may be filled with substitute employees. If filled with a substitute, the open position shall be held in abeyance until the start of the new school year at such time the District will post said position in accordance with District policy. Departmental seniority rather than District seniority will apply when a person is bidding a position within the Department in which they are working. Personnel transferring from one department to another shall retain District seniority. However, seniority within the new department shall only begin to accrue after successful completion of the trial/probationary period.

Departments are defined as:

Maintenance - Bus Mechanics - Grounds - Custodial - Transportation - Food Service Delivery- Information Service Engineers

Any job description created or modified in the future will be negotiated by the Union and the District.

- 19.5 An employee on probation or disciplinary suspension is not entitled to bid on any vacancy, which exists during this period except with the approval of the Supervisor.
- 19.6 The School District shall provide the Union annually, by February with a seniority list of employees.
- 19.7 Monthly the District will provide a listing of new employees, including address, terminated employees, and notices of employees on leaves of absence. Any time there is a change in an employee's rate of pay, the District will notify the Union.
- 19.8 Regular employees that bid on and are assigned to a higher classification shall serve a probationary period of up to thirty (30) calendar days. The District may extend the probationary period up to ninety (90) days if warranted. Employees should possess the skills and qualifications prior to bidding on the following positions: HVAC Technician, Information Services Engineer, and Mechanic. A CDL is required for all bus drivers before they begin their probationary period. Employees applying for a new position must be able to reasonably obtain the skills and qualifications of the new position during the probationary period. If both the District and employee mutually agree the probationary period may be shortened.

- 19.9 A regular employee serving a probationary period in a higher classification may be reassigned to their former position and duties. An employee may voluntarily request to return to their former position during the probation period. If the District determines that the employee's performance is unsatisfactory they may also return said employee to former position.

Article 20 - Wages Rates, Job Classifications and Medical

- 20.1 Wages for the period of September 1 through August 31 of each year shall be in accordance with the attached salary schedule. State increases in salary and insurance shall be passed through each year. In addition, the District will contribute twenty-five dollars (\$25.00) per full-time employee to the IUOE insurance pool per month.

The District will provide the total funded by the state for medical benefits for each full-time employee and a prorated amount of the same for all regular part-time employees. After the employees have made their selection of benefits the appropriate state funds will be applied toward the expense. Any excess funds will be pooled and apply equally to all employees based on hours worked. Any excess benefit expense beyond the amount from any pooling shall be contributed out of pocket by the individual employee. All employees covered by this agreement shall participate in the International Union of Operating Engineers Health and Welfare Fund Plan. The International Union of Operating Engineers Health and Welfare Fund Plan participants are not eligible for yearly open enrollment changes. Any exceptions must be approved by the International Union of Operating Engineers Health and Welfare Fund Plan administrator.

Any current IUOE Member/District employee that is covered by an alternate District insurance program will not be allowed to re-enroll in the IUOE plan. However, said member/employee may make changes and/or modification within the District offered plans in accordance with District policy.

Any new IUOE member/employee shall be required to participate in the IUOE Pipe Line Health and Welfare Trust Fund. If this imposes a hardship on said member/employee they may contact the Pipeline administrator for an exemption. All approved exemptions shall be provided in writing to both the Union and the District.

- 20.2 Failure to timely or accurately submit time worked will result in disciplinary action.
- 20.3 Employees temporarily substituting for persons or working in a higher salary classification shall be paid the rate, in the classification in which they are working, that is the next step higher than their current rate of pay.
- 20.4 Compensatory Time. Compensatory time may be taken according to Fair Labor Standards and with the approval of the Supervisor and in accordance with District policies and procedures.
- 20.5 Longevity Stipend. Any employee who has accrued fifteen (15) years of experience prior to the first day of the 21st contracted year shall be placed on a salary schedule representing an additional 1% salary increase to be paid within the regular monthly pay periods.

Article 21 - Worker's Compensation

- 21.1 The District shall provide Industrial Insurance as required by law.
- 21.2 All employees must report an industrial injury immediately to the employer.
- A. When eligible for benefits from the Department of Labor and Industries Industrial Insurance Program, the employee shall have the following options in accordance with RCW 51.32.090 (provided employer does not elect to pay full salary):
1. Employee elects to only receive Temporary Total Disability (TTD) compensation - (Not using any leave- taking leave without pay for days gone from work, only taking the check they get from Workman's Comp) ;OR
 2. Employee elects to receive TTD compensation and receives full wages from their accrued leave and chooses to reimburse the employer for the payments received from their accrued leave (vacation pay, sick pay and/or other similar benefit pay received) for the same period TTD compensation benefits were paid. The law prevents the employer from requiring a worker to "buy back" vacation, sick or other similar leave benefits (Using leave and then turn their Workman's Comp check over to district to buy back what they can when they receive a workman's comp check for the same time period); OR
 3. Employee elects to receive TTD compensation PLUS it is supplemented with a proportionate share of appropriate accrued leave amount necessary to achieve normal pay, without buying back accrued leave time; (Keeping Workman's Comp check and only using enough leave to make up what your normal pay would be) OR
 4. Employee elects TTD compensation PLUS a "full day" of appropriate accrued leave without buying back accrued leave time. (Uses leave and keeps the Workman's Comp check)

As long as the employee has paid leave, he/she will receive the District contribution to insurance. The benefits of illness, injury, and emergency leave, holidays, vacation will be prorated if the employee chooses to use any Leave Without Pay.

An employee's job assignment will be held for him/her as long as he/she is using paid leave for twelve (12) months from the first date of time loss.

- 21.3 Workers compensation shall be handled through the Educational Service District 123 with decisions on appropriate treatment and medical providers being handled through that process.
- 21.4 Any time an employee is sent to the doctor or hospital because of a job related injury, and returns to work the same day immediately following the meeting with the medical care provider, the time lost from the job will not be deducted paid leave, but the employee will be carried on full pay status.

Article 22 - Liability Coverage

Employees shall be covered by Employee's Liability Insurance

22.1 Liability/Personal Property Damage

The District shall reimburse employee deductible, for damage caused by verified vandalism to the employee's vehicle, sustained during the course of employment. Payment will be made after the employee has provided documentation of his/her expenditure and the submission to the employee's own insurance carrier. The limit of liability per claim will be two hundred and fifty dollars (\$250.00). (Liability in accordance with RCW 28A.400.360).

Article 23 - Complaint, Grievance and Arbitration

23.1 Complaint Procedure

One of the purposes of this Agreement is to provide for the resolution of any employee's complaint properly and equitably. An employee is not entitled to pursue the complaint process and later convert the matter to a grievance. Initiation of a complaint may result from one or more of the following reasons:

1. If the employee believes he/she has been unfairly treated;
2. If the employee disagrees with his/her supervisor as to the application of policy. Initiation of said complaint shall not subject the employee to discrimination, coercion, restraint or reprisal as a result of initiating such action. In resolving complaints, the procedure shall be as follows:

Step 1 The employee together with the steward, if desired by the employee, shall discuss the complaint with his/her supervisor and the building principal jointly within two (2) working days subsequent to the date of occurrence inasmuch as most problems can be resolved promptly by informal discussion. The supervisor shall verbally rule on the complaint within two (2) working days thereafter to the employee. However, in the event the employee is not satisfied with the decision of the supervisor, he/she may initiate the following additional procedure. Such procedure shall utilize the following steps, which shall be commenced within six (6) working days subsequent to the date of occurrence.

Step 2 The employee together with the steward and the supervisor shall orally or in writing submit to the department director the facts upon which the complaint is based. The department director shall then review the facts. The department director within five (5) days of the date of receipt of the facts shall then notify the employee and the supervisor of his/her decision in writing.

Step 3 If the employee is not satisfied with the decision resulting from Step 2, the employee may submit his/her further appeal in writing within two (2) working days from the date of the department director's decision to the Superintendent. The Superintendent

upon receipt of such appeal shall call a hearing on the issue within ten (10) calendar days following such appeal. At such hearing, the employee and his/her representative, the department director, and his/her representative, if desired, together with the witnesses, if any, shall present the facts of the case before the Superintendent or his/her representative. The Superintendent shall present his/her decision on the issue in writing to the employee and department director within ten (10) calendar days of the date of the hearing. This decision shall be final.

23.2 Grievance Procedure

A grievance is defined as:

- A dispute as to the application or interpretation of this Agreement; or
- If the employee believes he/she has been unfairly disciplined, demoted, suspended or terminated. It is the desire of the parties of this contract to have these adjusted as quickly and efficiently as possible. To this end the following procedure shall apply:

A Union representative, upon request of the employee, shall be present in cases of disciplinary action except where management may determine a delicate case may exist such as involving a police matter in which an employee may be confronted and suffer unnecessary and personal embarrassment or in special situations where it is necessary to take immediate disciplinary action and a Union representative is not on duty or available. A supervisor or manager of another division may not discipline an employee unless the employee is assigned to, or is temporarily working in that division.

Step 1 The employee who has a grievance shall submit it to his/her supervisor within five (5) working days of the event-giving rise to the grievance. A working day shall be defined as any day the District is open for business. Failure to do so will constitute a waiver of the grievance. The supervisor shall give his/her oral answer within five (5) working days after such presentation.

Step 2 If a grievance is not settled in Step 1., and the employee wishes to appeal the grievance to Step 2., of the Grievance Procedure, the employee shall submit the written grievance to the department director, the Superintendent, and the Union Business Representative within five (5) working days after the designated supervisor's answer in Step 1., and shall be signed by both the employee(s) and the supervisor. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision, or provisions of this Agreement allegedly violated and the relief requested. A department director or his/her representative shall discuss the grievance within five (5) working days with the Union Steward and the employee, at a time mutually agreed to by the parties. If the grievance is settled as a

result of such meeting, the settlement shall be reduced to writing and signed by the Superintendent and the Union. If no settlement is reached, the department director or his/her representative shall give the department's written answer to the Union within five (5) working days following their meeting.

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred by the employee in writing to the Superintendent within five (5) working days after the designated department director's answer in Step 2. A meeting between the Superintendent or his/her representative and the employee and his/her representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting the settlement shall be reduced to writing and signed by the Superintendent, or his/her representative, and the Union. If no settlement is reached, the Superintendent or his/her representative shall give the District's written answer to the Union within ten (10) working days following the meeting.

Step 4 School Board Appeal if no settlement has been reached as stated in Step 3, a written statement shall be submitted within ten (10) working days to the District Board of Directors. The Board will meet within twenty-five (25) working days to hear the matter. After the Board meeting, they will render their decision within ten (10) working days.

23.3 Arbitration

23.3.1 All disputes raised by the employee against the District involving the application of the specific provisions of the Agreement and not settled by means of the Grievance Procedure may be disposed of by arbitration in a manner and form hereafter provided. If not settled, the grievance may be referred to arbitration within ten (10) working days after the receipt of the Boards decision in Step 4 of the Grievance Procedure to request that the grievance be submitted for arbitration according to the rules of the American Arbitration Association (AAA). The District and the Union shall mutually select an arbitrator from a list provided by the AAA. Each party shall bear its own cost of arbitration, except the parties shall share the fees and charges of the arbitrator, if any equally.

23.3.2 If a complaint or grievance is not presented within the time limits set forth above, it shall be considered waived. If there is not an appeal to the next step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a complaint or grievance or an appeal thereof, within the specified time limits, the Union may elect to treat the complaint or grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the District and the Union or the employee involved in each step. A working day shall be defined as any day the District is open for business.

Article 24 - Special Provisions

24.1 Transportation Special Provisions Bus Driver Qualifications

In order to qualify for employment with the Clarkston School District all drivers shall meet the minimum standards for certification for bus drivers as outlined in RCW 28A 160-210. If the District requires fingerprinting then the District shall reimburse said employee upon successful completion of the probationary period.

The operation of school buses shall be done in compliance with all state rules and regulations governing student transportation, and it is the responsibility of drivers to acquaint themselves with the School Bus Driver Handbook prepared by the Superintendent of Public Instruction and the Policies and Procedures handbook prepared by the District.

24.1.1 Routes

All routes shall be available for review at the beginning of each school year. The previous driver will drive the displayed route. The existing route will be reevaluated in October of each school year after stabilization.

1. Any route (except special needs) that increases by sixty (60) minutes or more during the school year shall also be posted and re-bid.
2. Any driver whose route has decreased in time by ninety (90) minutes or more shall be entitled to bump a less senior driver whose route time is longer than the reduced route.
3. Any new route time that the District determines, based on geographic location and economic viability, can be driven by multiple drivers shall be posted on the board and awarded based upon seniority amongst the applicable drivers.
4. Regular Transportation employees that bid on and are assigned to a new route shall have ten (10) working days to determine to keep the new route or return to their old route. (Section 8.3 is not applicable to the Transportation Department.)
5. Drivers returning in September will be compensated at their contracted time as of the end of the previous school year as a minimum and any additional time over that contracted time. Until such time the District has completed the route adjustments.
6. By October of each school year the District will make every effort to have new contracts available for the drivers.
7. All time less than twenty (20) minutes between regularly scheduled bus runs shall be counted as hours worked not to exceed forty (40) minutes per day and compensated accordingly
8. If existing routes change drastically due to unforeseen circumstances the District will inform the Union. Once the new routes have been designed the Union will poll the drivers to determine if changes warrant a re-bid of all routes.
9. At the beginning of each school year and summer the rotation shall be reset by seniority.

24.1.2 Bus Driver - Other Provisions

The Transportation Supervisor shall keep a time and rate sheet for all extra driving rates for each driver for each pay period. Due to District bookkeeping and legal requirements, the extra driving pay period will vary somewhat from the regular pay periods but will be turned in on a full week basis prior to the deadline for processing such pay. Each driver will check their time sheets prior to turning it into the District Bookkeeper and will sign indicating that the totals are accurate and will retain a copy for their records. All time worked shall be submitted for compensation within one (1) month of the time worked.

24.1.3 Special Needs and Circumstances Children

All new time shall be posted then assigned by the Transportation Supervisors to the appropriate route. Any new route time that the District determines, based on geographic location and economic viability, can be driven by multiple drivers shall be posted on the board and awarded based upon seniority amongst the applicable drivers. The special needs routes are exempt from the sixty (60) minute reposting criteria due to the fact that they are constantly changing.

24.1.4 School Trips

All Regular Drivers are eligible for trip time. Regular bus drivers wanting to drive extra trips shall, be given a position on the rotation by seniority, when the drivers name appears the driver may pick from the trips for that week. Each year the rotation shall be started on the basis of employee seniority, then each week thereafter the wheel shall rotate to the next senior driver to select from the trips.

1. Each Wednesday all available trips shall be posted for review prior to the PM route. The Supervisor and shop steward will mutually agree upon a time and day to select trips. This time and day shall be as consistent as possible the drivers present will choose trip in accordance with the rotation.
2. If a driver is currently driving on an assigned route, or on approved leave (driver must inform Supervisor that they wish to be eligible for trip opportunities) the driver is responsible to contact the Supervisor prior to drivers picking trips.
3. Cancelled trips the driver has no recourse. If cancelled less than thirty (30) minutes prior to scheduled departure the driver shall receive two-hour pay or work.
4. Trips cannot be traded. (They need to be re-assigned in accordance with the rotation).
5. Rotation status shall be recorded each week on the board in break room. (1st drivers name to pick & last drivers name to pick).
6. Trips that fall in contracted time. Any driver that is assigned additional trips within contracted time shall be paid route rate of pay to fulfill contracted hours. If trip time exceeds contracted hours then the remainder of time is paid at the trip rate.
7. Drivers that have not exceeded forty (40) hours in the workweek shall be eligible to pick trips in accordance with the rotation procedure.

Supervisor approval is required in order to exceed forty (40) hours total weekly time including routes and trips.

8. If all regular drivers have been offered trips and no other drivers (including subs) are available then the drivers that have exceeded forty (40) hours shall be eligible to drive additional trips.
9. Drivers that select out of town trips shall report thirty (30) minutes before scheduled departure unless already at work.
10. Drivers shall report for local field trips during school days fifteen (15) minutes before departure unless already at work.
11. For trips, which include one or more nights away from home, the place of lodging shall serve as the terminus of the workday. . Drivers will be reimbursed for three meals on trips of sixteen (16) or more hours. Drivers will also be reimbursed for reasonable meal expenses while on out of town trips per Board policy.
12. Bus drivers shall remain in or near the bus while parked during activities. The bus driver may leave for a meal under the following conditions: They will leave their phone number with the staff member in charge and be no further than approximately fifteen (15) minutes from the site.
13. Extra Trips during normal working hours. All employees shall be paid at their normal rate of pay for all contracted hours. Once the normal contracted day's hours have been satisfied any remaining hours will be paid at the extra trip rate of pay. For example; if a driver is required to leave early to accommodate the extra trip the remainder of their contracted hours will be paid at the regular level of pay.
14. For the purpose of substitutes taking trips they are not eligible for the substitute rotation list until the sixty first (61st) day after their first day of work. On the sixty first (61st) day their name will be added to substitute rotation/list. However prior to sixty (60) days the supervisor may assign trips if other drivers are not available.
15. Late Posted Trips: In the event that a trip(s) become(s) available after the weekly selections have been made, any driver who has the ability to gain two (2) or more additional hours may turn back their original selected trip. Under this situation the turned back trip will not count against the driver as identified in Section 24.1.8.
16. TBA Trips: Trips that are TBA (to be announced) are to be limited to playoffs. These are trips that the District cannot preplan; they are decided by the outcome of the sports event. In the situation of playoffs it is recognized that the District has to make arrangements for transportation. The playoff trips will be posted and made available as TBA trip(s). A driver may select the TBA trip during the trip selection process in accordance with 24.1.4, but said driver does so with no guarantee that the trip will actually happen. The driver selecting the TBA trip has no recourse if the trip does not materialize.

24.1.5 Midday/ Summer/Mail Route Extra Time

Any Midday, activity route, summer route, or mail route time that becomes available shall be assigned to available driver by seniority each year. If Midday, activity route, summer route, or mail route time becomes available due to an excused absence that midday, activity route, summer route, or mail route shall remain with the original

route. If the excused absence is projected to extend beyond five (5) working days then the midday, activity route, summer route, or mail route shall be offered to the more senior available driver, considering geography and economics, as temporary extra time.

A Mid-Day shall be considered a segment of time (not a morning or afternoon run) that is under separate contract. In addition, all Special Needs and Special Circumstances routes are exempt from 24.1.5.

If the excused absence is projected to extend beyond ten (10) working days than any time under separate contract shall be offered to the more senior available driver, as temporary extra time.

If the driver is projected to be gone more than ten (10) days then the entire route (excluding any under separate contract) shall be offered to the more senior available driver, as extra time. When absent employee(s) return from leave then drivers shall return to their original contracted routes. Any route changes requested due to temporary extra time being available shall result in an increase in time for the driver to be eligible for the temporary assignment.

24.1.6 Emergencies

1. Routes that require another driver due to an emergency with short or no notice. The Supervisor will place a call over the radio and anyone able to accommodate the situation shall respond. If at all possible the Supervisor shall select a driver (not substitute) to take over the route in accordance with seniority. During normal work hours every attempt shall be made to utilize regular drivers.
2. In the event that the emergency occurs during normal school hours and the senior available driver is required to modify their route they shall receive one hour of emergency pay or actual time whichever is greater.
3. If bus drivers are called in for emergency purposes to make a bus run other than their own established run, they shall receive a minimum of two hours pay regardless of the time worked.

24.1.7 Early Release

In the event that an early release day occurs in which a driver is required to work a spit shift they shall be compensated as a call in and paid at the rate of two (2) hours route pay or if time exceed two hours then the District shall pay the actual time. (For example if the a.m. and p.m. routes are changed to accommodate the special circumstance the District may adjust the contract start and stop times. If the time adjustment due to early release or special days requires the Driver to report to work more than two times in a day drive their regularly assigned route) the District shall provide call back pay to the associated drivers. The District does have the ability to require drivers to be on property during contracted (paid) time.

24.1.8 Trips Turned Back In

If a driver turns back a trip then the following shall apply: once any driver has

cancelled a trip three times within a school year that driver shall not be eligible to select any other trip until they have set out thirty (30) calendar days from the last absence. After thirty (30) calendar days the driver may re-enter the trip rotation. In the event of an emergency the Transportation Supervisor may recall drivers temporarily from suspension.

24.1.9 In-Service Training

Employees providing in-service training shall receive Level V rate of pay. If the employee is currently at the Level V rate of pay then they shall receive an additional seventy-five cents (\$0.75) per hour. This time includes preparation of materials, and presentation time. Any time in excess of three hours requires prior approval from the Superintendent or his/her designee. The District will reimburse any expenses incurred by the employee(s) for attending such training.

24.1.10 Miscellaneous Bus Drivers

1. Payment for bus cleaning and inspection prior to and following extra trips shall be for only actual time required for that purpose. Payment will be made at the regular contracted rate.
2. Drivers wanting to wash buses shall list their name on the signup sheet. The transportation supervisor shall have the discretion to assign bus washing to those employees in a manner consistent with the needs of the department. Bus washing shall not exceed one and one half hours' time per bus without prior written approval of the Transportation Supervisor.
3. A list of all regular bus routes and drivers shall be available upon request to the Transportation Supervisor.
4. Summer hours shall be determined by the District as soon as reasonably practical and are subject to change during the term. Summer routes shall be assigned based on seniority in those interested in the work utilizing the rotation process. Each summer the rotation shall be reset by seniority.
5. Any summer hours posted after the initial picks shall be offered to the next driver on the signup list. Hours will continue in accordance with the rotation process. District
6. If required by the District, all cost will be paid by the District for obtaining CDL as well as renewing.
7. Any regular route that includes both an a.m. and p.m. run shall be a minimum of four hours contracted time per day.

24.2 Special Provisions for Custodians for Overtime Purposes:

1. The overtime assignment shall be offered to custodians who regularly work at the school site. Offers will be made via email and employees will have twenty-four (24) hours to accept the work. The most senior person at the school site responding to the email will be assigned the work.
2. The assignment may precede or follow their regular working hours.
3. If the custodian(s) on site decline the additional work offer, it will be offered to the rest of the District staff via email.

4. Staff will have twenty-four (24) hours to accept the position. The most senior employee responding to the email will receive the work. If no employee accepts the work it will be offered to a substitute.
5. The District shall make every attempt not to alter an employee's schedule. Employee schedules cannot be altered in order to avoid paying overtime.
6. In the event that a temporary shift schedule change is necessary (ten days or less) the employee shall receive three (3) working days advance notice.
7. The District shall have the right to direct that additional custodial duties be performed during overtime assignments and special shifts.

24.3 Special Provisions Food Services

Food Services personnel may volunteer to work on banquets after regular work hours. No order of selection shall be required. Food Service personnel working on school activities will be compensated at their regular wage.

Food Service personnel may sign up to work in the appropriate position during the summer for activities that utilize the kitchen and lunchroom facilities. If the District changes the food service provided for summer programs and a new position (non-classified) is required to support the modified summer program, those positions shall be bargained. The employees that signup in the summer program will be chosen by seniority.

Head Cooks and Assistant Cooks will work one day prior to the beginning of school. All Food Services personnel will work one day after the end of the school lunch program.

If the number of school calendar days change (due to conference days or other approved state waiver) the bargaining unit employees shall be given three options. The selected option(s) must be approved by the Food Services Manager:

1. The employee may work in their kitchen or another kitchen needing support.
2. The employee may take leave (without pay, sick, personal, or other).
3. The employee may attend a training or professional development offering.

If during the school year the District finds it necessary to increase hours at a particular school the following procedure shall apply:

1. The position will not be put up for bid.
2. Whenever possible the hours will be shared between the Head Cook and the Assistant Cook. (Assistant Cooks shall not have more contracted hours than the Head Cook).
 - In the event that an assistant cook is performing the duties of the head cook during an absence they shall be given an upgrade to the same step (step they currently hold) under the Head Cook classification.

24.4 Special Provision Maintenance and Technology

All maintenance and technology personnel will be provided cell phones. The District will maintain and cover the cost of such phones.

When an emergency warrants a call in of a maintenance or a technology employee, the District agrees to contact the qualified employee.

24.4.1 Certifications/Licenses

Employees holding licenses(s) that are not a requirement of their job classification yet beneficial to the District shall be compensated at an additional rate of one dollar (\$1.00) per hour while using said license to perform work when requested by the District (limited to: Herbicide/ Pesticide, Asbestos).

Article 25 - Conformity to Law

Should any provision of this Agreement or any application of this Agreement to any employee or group of employees be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article 26 - Contracting

It is the general policy of the District to utilize its employees to perform work that is considered work normally performed by the job classification contained within the salary schedule of the current agreement. Should the District contemplate to contract out customary (long-continued practice) bargaining unit work, the District's obligation shall be to give the Union thirty (30) days' notice prior to the decision to contract and to bargain with the Union over the effects and impacts on the bargaining unit.

In the event of an emergency the timing of the notification shall be reasonable in relation to the nature of the work anticipated to be contracted.

Article 27 - Term of Agreement/Reopener

- 27.1 The term of this agreement shall be from September 1, 2018 to August 31, 2020.
- 27.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided within Article 27.
- 27.3 This Agreement may be opened and modified at any time during its term upon specific written mutual consent of the parties provided; that salaries and Insurance benefits are adjusted to the state percentage of Increase (i.e., the "pass through" concept) for each year of this Agreement, as specified In Article 20.1 or to implement legislation, which specifically affects its terms. Either party may make no additions, deletions or modifications to this Agreement without the specific written consent of the other party.

Signatures

Date: _____

CLARKSTON SCHOOL DISTRICT J250-185

Tim Winter, Superintendent

Date: _____

I.U.O.E LOCAL UNION NO. 280

Business Manager

Business Representative

Employee Representative (Steward)

President

Recording Secretary

Intent to Perform Bargaining Unit Work – Article 26

(It is the general policy of the District to utilize its employees to perform work that is considered work normally performed by the job classification contained within the salary schedule of the current agreement. Should the District contemplate to contract out customary bargaining unit work, the District's obligation shall be to give the Union thirty (30) days notice prior to the decision to contract and to bargain with the Union over the effects and impacts on the bargaining unit. In the event of an emergency the timing of the notification shall be reasonable in relation to the nature of the work anticipated to be contracted.)

This intent to perform bargaining unit work by volunteers or contract labor is provided at least 30 days in advance for your consideration in accordance with the IUOE CBA Article 26. Please respond with your decision, to the Requester, within 10 working days of receipt of this notice.

To: Loretta Evans, Clarkston School District IUOE Chief Steward
CC: Dean Bushey IUOE Union Representative (faxed copy to 509-946-0430)
 Clarkston School District - Human Resources Department

Before filling out this form, has this request been brought to the department it affects? (Maintenance, Custodial, Transportation, Food Services, or Technology)

Please, fill this form out in its' entirety, all sections, before submitting. Work cannot proceed until the request has been approved.

<u>Date Submitted:</u>		<u>Requested by:</u>	
<u>Scope of Work (work requested):</u>			
<u>Justification of extraordinary project:</u>			
<u>Duration of Project:</u>	<u>Date work to begin:</u>	<u>Request for waiver of timelines:</u>	
<u>Contract Labor or Volunteer Group:</u>			
<u>Approximate / Anticipated Cost:</u>			

Approved Denied (To be filled out by the Receiver)

By: _____ Date: _____

Reason -



IUOE SALARY SCHEDULE 2018-2019					
Maintenance/Mechanic			Custodial/Head Cook		
		1% 2018-2019 Longevity			1% 2018-2019 Longevity
	2018-2019			2018-2019	
Substitute			\$16.00		
Step I	\$ 22.59	\$ 22.81	Step I	\$ 18.02	\$ 18.20
Step II	\$ 22.76	\$ 22.99	Step II	\$ 18.41	\$ 18.60
Step III	\$ 23.08	\$ 23.31	Step III	\$ 18.79	\$ 18.98
Step IV	\$ 23.33	\$ 23.56	Step IV	\$ 19.19	\$ 19.38
Step V	\$ 24.33	\$ 24.57	Step V	\$ 19.63	\$ 19.83
Bus Driver/Food Svc Del			Assistant Cook		
		1% 2018-2019 Longevity			1% 2018-2019 Longevity
	2018-2019			2018-2019	
Substitute			\$17.50		
Step I (Trip Pay)	\$ 20.32	\$ 20.53	Step I	\$ 16.05	\$ 16.21
Step II	\$ 20.72	\$ 20.93	Step II	\$ 16.33	\$ 16.50
Step III	\$ 21.17	\$ 21.38	Step III	\$ 16.65	\$ 16.82
Step IV	\$ 21.56	\$ 21.78	Step IV	\$ 16.99	\$ 17.16
Step V	\$ 21.95	\$ 22.17	Step V	\$ 17.31	\$ 17.48
Info Services Engineer			Bus Driver Extra Trips (Step I)		
		1% 2018-2019 Longevity		2018-2019	
	2018-2019			\$ 20.32	
Step I (0-4 years)	\$ 20.79	\$ 21.00	Emp In-service pd at hourly rate		
Step II (5-8 years)	\$ 22.94	\$ 23.17			
Step III (9-12 years)	\$ 25.10	\$ 25.35			
Step IV (13-16 years)	\$ 27.27	\$ 27.55			
Step V (17+ years)	\$ 29.44	\$ 29.73			