



# International Union of Operating Engineers Local 302 Collective Bargaining Agreement 2021-2024



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## DEFINITIONS

The general terms used in this Agreement are defined, for purposes of this Agreement, as follows:

1. **Employee** - All persons performing bargaining-unit work.
2. **Bargaining-Unit Work** being performed by employees on the date the Washington State Department of Labor and Industries (L&I) determined which classifications of the District were appropriate for inclusion in the appropriate bargaining unit, following a hearing on that matter, plus work being performed by employees agreed subsequently by the District and the Union to appropriately be included.
3. **Bargaining Unit** - All employees doing work in classifications in the appropriate bargaining unit by L&I on the date of certification of Local 302 to represent an appropriate bargaining unit of the District and employees who, by mutual consent of the signature parties, have been added to the bargaining unit.
4. **District** - The Clover Park School District.
5. **Substitute Employee** – An individual performing bargaining unit work on an on-call basis to fill in for a regular full or part-time employee. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment, are included in the existing bargaining unit. Substitute employees will be paid at the beginning step of the appropriate salary classification beginning the thirty-first (31st) day of employment, and receive other benefits of this Agreement when specifically included. Days 1-30 will be paid two dollars (\$2) per hour less than the beginning step found in Appendix 1.
6. **Rehire** - A person who at some time was an employee of the District and who again becomes an employee, following a period of time in which the employee had been classified as “separated.” Such person shall have no seniority within this bargaining unit except as it accrues from the last date of hire within this bargaining unit (after employee has completed a probationary period of sixty (60) workdays). A person coming back to work for the District after being off the District payroll in a “lay-off status” shall return to work with the seniority intact as of the date employee went into “lay-off status.”
7. **Hours Worked** - All hours that an employee is in a pay status.
8. **Boiler** - A closed vessel used for heating water or liquid for generating steam or vapor by direct application of heat from combustible fuels or electricity, and said vessel is required to have an annual inspection, as a boiler, by the state of Washington, excluding domestic-type hot-water tanks.
9. **Immediate Family** – Spouse, spouse’s parent, parent, sibling, child, grandchild, grandparent, adopted or foster child, parent in-law, son or daughter in-law, brother or sister in-law, and anyone living in the same household as part of the family or any other relative(s) considered a part of the employee’s immediate family.
10. **Emergency** – An unforeseen and uncommon incident that necessitates immediate action.
11. **Immediate supervisor** shall be defined as the member of the District’s management staff who most directly supervises the work of the employee and who is not a member of the bargaining unit.

## **AGREEMENT**

This Agreement is made by and between Clover Park School District, hereinafter referred to as the "District," and the International Union of Operating Engineers, Local 302, hereinafter referred to as the "Union."

### **ARTICLE I - RECOGNITION**

#### **Section 1.1 – Recognition**

The District recognizes the Union as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all custodial and maintenance employees who are in the staff categories for which the Union has the right and the responsibility to represent.

### **ARTICLE II – NON-DISCRIMINATION**

#### **Section 2.1 – Non-discrimination**

The District follows applicable state or federal discrimination laws.

### **ARTICLE III - MANAGEMENT RIGHTS & RESPONSIBILITIES**

#### **Section 3.1 – Management Rights**

- 3.1.1 The Board of Directors, acting on behalf of the electorate of the District, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the regulations of the State Board of Education and laws and the Constitution of the state of Washington and the United States.
- 3.1.2 The Union recognizes that the Board is legally responsible for the operation of the maintenance-custodial system, and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and the provisions of this Agreement to include the following:
  - A. Utilize within the judgment of the District the most appropriate, effective, and enlightened methods to operate the maintenance-custodial system.
  - B. Hire, promote, transfer, assign, train, direct the work of, and appraise the performance of employees with due regard to fairness, objectivity, and the dignity of the individual employee.
  - C. Establish and communicate well-designed rules, regulations, and policies that shall be uniformly applied.
  - D. Suspend, demote, discharge, and take other appropriate remedial action for just and sufficient cause.
  - E. Determine the methods and means necessary to effectively carry out the mission and goals as determined by the District.
  - F. Determine size and composition of the workforce, and lay off employees in the event of lack of work or funds.
- 3.1.3 The Union agrees to encourage its members to follow all state and federal laws in accordance with the Board of Directors and its management and human resources team.

#### **Section 3.2 – Management Responsibilities**

In pursuing its responsibilities, the Board develops policies that direct the administration of the District. In developing such policies, the Board will be responsible to the public needs.

### **ARTICLE IV – NON-DISCRIMINATION OF UNION ACTIVITY**

#### **Section 4.1 – Non-discrimination of Union Activity**

- 4.1.1 The District shall have the right to determine the competency and qualifications of its employees and the right to discharge an employee for just and sufficient cause, so long as the actions are in accordance with this Agreement and applicable law; provided, however, no employee shall be discriminated against or

jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in employees Union as an observer or shop steward, so long as such activities are not carried on during working hours so as to interfere with the District's working schedule.

- 4.1.2 Bulletin Boards/Communication - The District agrees that authorized representatives of IUOE Local 302 shall be permitted to utilize the existing District courier service, email and telephone system, and will be made available for use within the District under District guidelines and regulations for the purpose of distributing information to its members and communicating with District administration. The IUOE will conform to all District policies regarding non-solicitation and will refrain from use of the courier for political or other reasons not related to District/Union business. The IUOE will furnish all packaging materials such as distribution envelopes or any other materials necessary to utilize the courier.
- 4.1.3 The District may grant to the Union and/or its representatives the privilege of using school facilities for meetings provided, in the opinion of the District, such use will not interrupt nor interfere with school operations. The Union will reimburse the District for employee time lost from duties to attend negotiations sessions.
- 4.1.4 Whenever an employee is mutually scheduled by the District and the Union to participate during the employee's scheduled working hours in negotiations, employee shall suffer no loss in pay.

## **ARTICLE V - SECURITY/DUES DEDUCTION**

### **Section 5.1 – Union Membership after Employment**

- 5.1.1 In the employment of new or additional help, the District shall have the right to employ persons without regard to membership in the Union.
- 5.1.2 On a monthly basis, the District shall provide the Union with contact information for all employees of the collective bargaining group (to include substitutes after the 31<sup>st</sup> day of work) including name, hire date, address, phone number, and District email.
- 5.1.3 The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. No employee may be mandated to attend the meetings or presentations by the Union. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Union.

Prior to the beginning of each school year, the Union will give written notice to the District of the dollar amount of dues and assessments required of a Union member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Union all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

Union member employees that choose to no longer pay dues and remain a union member must opt out by giving written notice to the Union. The Union will communicate to the District if an employee has "opted out" and no longer wishes to pay member dues. The Union will hold the District harmless for dues collected in error. The Union will refund any amounts paid to it in error to employee.

## **Section 5.2 – Payroll Deduction of Dues**

- 5.2.1 Upon written authorization of any employee within the bargaining unit, the District shall deduct from the pay of such employee the monthly amount of Union dues as certified by the Secretary or the Business Representative of the exclusive bargaining unit and shall transmit the same to the office of the Union in a timely manner. The Union agrees to hold the District harmless in collection of Union dues.

## **ARTICLE VI - UNION RIGHTS/VISITATION**

### **Section 6.1 – Union Rights/Visitation**

- 6.1.1 Authorized agents and shop stewards of the Union shall have access to the District's establishment during and after working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule and the agent has made prior arrangements with the Director of Maintenance and Operations.
- 6.1.2 The Union shall be promptly notified by the Human Resources Department in writing of disciplinary action involving the suspension or discharge of an employee. The Union is entitled to have an observer at hearings conducted by the District arising out of any grievance and arising out of a suspension or discharge to make known the Union's views concerning the case.
- 6.1.3 The names, dates of employment, and department assignment of the employees in the bargaining unit covered by this Agreement will be provided to the Union on or before October 31st and updated monthly. The District will inform each new employee of this Agreement. All employees, upon request, will be provided a copy of this Agreement to be furnished and distributed by the Union.
- 6.1.4 The District shall provide bulletin boards in convenient locations for the exclusive use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned bulletins may not be posted. There shall be no other distribution or posting by employees of the Union of any kind on District property other than therein provided. The responsibility of removal of notices from the bulletin board shall rest with the Union representative.

## **ARTICLE VII - DENIAL OF RIGHTS**

### **Section 7.1 – Denial of Rights**

Nothing herein contained shall be construed to deny or restrict to an employee-mandated rights under laws of the state of Washington or other applicable laws and regulations. The rights granted the employee hereunder shall be deemed to be in addition to those legally provided elsewhere.

## **ARTICLE VIII - PERSONNEL FILES**

### **Section 8.1 – Personnel Files**

- 8.1.1 The personnel file located and maintained in the District's Human Resources Department shall be the only official file of the District.
- 8.1.2 Employees shall have the right to review material in employees' personnel files maintained in the Human Resources Department during regular business hours. The employee may have a representative of the Union accompany employee, if so desired. Upon request, copies of the documents in the personnel file shall be provided to the employee. The District may assess a reasonable charge for this service.

- 8.1.3 The personnel file shall contain all annual evaluation reports and such other material that would assist in evaluating the employee.
- 8.1.4 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.
- 8.1.5 The District will notify an employee in writing of any derogatory or negative report that is placed in employees file within ten (10) days of such action.
- 8.1.6 An employee shall have the right to attach their own written comments to any derogatory material found in the personnel file.
- 8.1.7 Derogatory materials from the employee's personnel file may be removed by the determination of the Executive Director for Human Resources at the request of the employee after two (2) calendar years have elapsed since the material was placed in the file, except those materials that are disallowed from removal by state law or statute.
- 8.1.8 Disagreement by an employee with the appropriateness of the content of materials filed in the employee's personnel file is a matter that may be pursued through the grievance procedure provided in this Agreement.
- 8.1.9 When an employee reviews employees personnel file, employee will sign and date the review only to indicate the incident.
- 8.1.10 Records retained in the Human Resources Department that are subject to review by the employee upon request include:
- a) District application form
  - b) Certification records
  - c) Payroll information
  - d) Routine correspondence
  - e) Evaluation

## ARTICLE IX - GRIEVANCE PROCEDURE

### Section 9.1 – Grievance Steps

- 9.1.1 **Step 1:** If an employee believes that there has been a violation of a specific provision(s) of this Agreement, the employee shall take the matter up with employees immediate supervisor within thirty (30) workdays following the date the violation occurred. If the employee did not know of the violation on the date it occurred, this time period shall begin to run on the date the employee knew or reasonably should have known of the facts supporting the alleged violation. The employee may have a Union representative present during this discussion. If the matter is not satisfactorily resolved, the employee may proceed to Step 2 of the formal grievance procedure.
- 9.1.2 **Step 2:** If no resolution of the grievance is reached at Step 1, the Union may advance the grievance in writing to the Executive Director for Human Resources. This shall be done within seven (7) workdays following the Step 1 meeting. The written grievance must contain at least the following:
- Name of grievant
  - Statement of grievance
  - Date violation occurred
  - Reference to Article and/or Section of the Agreement that has claimed to have been violated, misrepresented, or misapplied
  - Remedy sought

- A meeting shall be held to discuss the grievance within seven (7) workdays of the day the written Step 2 grievance was received. The Executive Director for Human Resources shall respond in writing within seven (7) workdays of the Step 2 meeting. If the grievance is not resolved, the grievance may proceed to Step 3.

9.1.3 **Step 3:** If the grievance is not resolved at Step 2, the grievance may be advanced in writing to the office of the Superintendent or designee within seven (7) workdays of receipt of the Step 2 written response. The Superintendent or designee shall, if requested, meet with the IUOE business representative within fifteen (15) workdays to discuss the grievance and shall give a written answer within seven (7) workdays from the date of the last meeting. If the matter is not resolved, the grievance may proceed to Arbitration.

## **Section 9.2 – Arbitration**

9.2.1 If the grievance is not resolved in Step 3 of the grievance procedure, the Union may submit the matter to arbitration. Notice of intent to arbitrate shall be provided to the District in writing within fifteen (15) workdays of the Step 3 decision. Unless other arrangements are agreed to, the Union shall then initiate the arbitration process within seven (7) workdays by requesting in writing a list of seven (7) arbitrators from the American Arbitration Association. This written request shall be copied to the District or designee. Upon receipt of the list of arbitrators, representatives of the District and the Union shall within ten (10) workdays meet to select an arbitrator from said list.

9.2.2 The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties involved.

9.2.3 The arbitrator selected will confer with the representatives of the District and the Union, and hold hearings promptly and will issue decision no later than twenty (20) workdays from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proof are submitted.

9.2.4 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law and shall have no power to add to or subtract from or modify any terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Union and will be binding upon the parties. The parties will be bound by the rules and procedures of the American Arbitration Association, except as modified herein.

## **Section 9.3 – Grievance Hearings**

Grievance hearings shall be held at reasonable times and places that do not conflict with the workday unless otherwise mutually agreed.

## **Section 9.4 – Time Limits**

Time limits as set forth in this Article may be extended by mutual agreement in writing, which may include email. If the District fails to respond within the timelines set forth above at any step, the grievance shall be deemed denied at that step, and the employee may advance the grievance to the next step of the grievance procedure. Grievances not pursued to the next step within the time limitations set forth above shall be deemed waived.

## **Section 9.5 – Filing Documents**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately in the Human Resources Department and not in the personnel file of the grievant.

## **Section 9.6 – Mutual Consent**

By mutual written consent of the Union and the District, any procedural step may be passed over in favor of action on a subsequent step.



## **ARTICLE X - EVALUATION**

### **Section 10.1 – Evaluation**

- 10.1.1 Employees are expected to perform employees' assigned duties and responsibilities, and will be evaluated annually by the Director of Maintenance and Operations or designee. Custodial evaluations will take into account inspection results and recommendations from the facility chief or assistant facility chief who directs the work. The evaluation form can be found in Appendix 2. The evaluation form will include a response section for the employee. The evaluation form is located on the Human Resources web page.
- a) The content of an employee's evaluation is not subject to the grievance procedure. Employees have the right to make a written response to employees' evaluation. Such response must be signed and dated by the employee.
  - b) Employees in a job assignment for more than one (1) year may be evaluated as Focused. The Comprehensive Evaluation will be used for employees who have received an overall unsatisfactory rating, and for all employees who have less than one (1) year of experience in the job assignment.
  - c) Employees shall be notified of unsatisfactory performance. When a supervisor has a concern about the employee's performance, the supervisor shall notify the employee in a timely manner about the concerns, including specific areas of deficiencies and the expectations for correction. The goal is that an employee should be aware of deficiencies and the expectations for correction of those deficiencies as early as possible prior to the annual evaluation. Areas of work needing improvement may be discussed with the employee at any time during the year that they are noted. If deficiencies continue, notice of specific areas needing improvement will be provided in writing with timelines for improvement.
  - d) The purpose of evaluation is for recording assessment and to encourage employee growth.
  - e) The number of paid leave hours used by employees will not be included in their evaluation. However, attendance and punctuality may be addressed in the evaluation under Professionalism.

## **ARTICLE XI – SENIORITY**

### **Section 11.1 – Seniority**

- 11.1.1 No employee (to include substitute employees) shall acquire any seniority until employee has completed a probationary period of sixty (60) workdays. During the sixty (60) workday period, employees are expected to be at work on all workdays. There will be a one-for-one substitution of another workday for every workday missed due to sickness or accident (industrial or non-industrial) or other reasons during the sixty (60) workday probation period. The District will have no obligation to re-employ a probationary employee if employee is terminated during employees' probationary period. After the employee completes employees' probationary period, employee will be credited with seniority from employees first date of employment.
- 11.1.2 Absence from a position due to sickness or accident (industrial or non-industrial) for a period of twelve (12) consecutive calendar months or less shall not result in loss of seniority rights for an employee. After a period of sixty (60) workdays, the employee's position may be released to fill. An exception will be made if the employee's physician has provided a date certain release to return to work within the next twenty (20) workdays. An employee returning after sixty (60) days, but within the twelve (12) consecutive months will be placed in a comparable position for which the employee is qualified and in which the employee retains employees pay level, benefits, and seniority as it was prior to the absence. This provision will not apply to employees returning from military leaves of absence. These employees will retain all seniority rights and will receive all regular pay increases as if they were not absent.
- 11.1.3 Employees filling vacancies caused by illness or accident (industrial or non-industrial) or military leaves of absence shall recognize the seniority of those returning from such illness or accident, and accept those changes in jobs necessary as a result of reinstatement of such returning employees.

- 11.1.4 An employee, except for employees returning from military leaves of absence, will be considered to have returned to work, for purposes of this clause, only when that employee satisfactorily completes twenty (20) workdays following an absence due to illness or accident as described herein.
- 11.1.5 The twenty (20) workdays can be waived in unusual circumstances subject to mutual agreement by both parties.
- 11.1.6 Steps on the salary schedule will begin at date of hire for all IUOE bargaining unit members.

## **ARTICLE XII – PROPERTY LOSS & DAMAGE**

### **Section 12.1 – Property Loss & Damage**

The District will establish an annual fund of one thousand dollars (\$1,000). Vandalism or damage to personal property on a school site, while employee is in the performance of assigned duties, shall be covered by the employee's insurance policy with the District reimbursing the amount of the deductible or property loss, not to exceed five hundred dollars (\$500) when the loss occurred on District property. Under the following circumstances:

- a) File and provide a copy of a police report within twenty-four (24) hours.
- b) File and provide a copy of a claim with respective insurance company (if applicable).
- c) Once the funds have been depleted, and additional claims have been submitted, the District and the Union will meet to discuss a resolve.

## **ARTICLE XIII – ASSIGNMENT & TRANSFER**

### **Section 13.1 – Assignment & Transfer**

- 13.1.1 In filling all vacancies, the District will hire the most qualified employees. The top three (3) most senior qualified employees will be interviewed. Employees interviewed and not selected for a position in the bargaining unit shall be notified of employee's non-selection prior to the selectee's first day of work in the position for which employee had applied. The District shall notify the bargaining unit members of posted positions utilizing the online job posting system. Employees will be allotted at least seven (7) workdays after the electronic posting to apply. Supervisors will include a unit classification representative for all bargaining unit position interview teams.
- 13.1.2 Vacancies to be filled shall be posted on the District website within thirty (30) days of the vacancy and initially posted for seven (7) consecutive workdays. If less than three (3) regular employee applicants apply, the remaining applicants will be reviewed and recommended by the review panel. In filling the opening, the District will take into consideration all of the following: qualifications, experience, seniority, interview panel recommendation, ability, and past work record. The position will be offered based on seniority when qualifications and abilities are equal/tie.
- 13.1.3 Interview Panel Criteria:—In filling positions, ability and seniority shall be considered with the District giving first consideration to seniority. Applicants will be considered based upon the applicants' training, demonstrated abilities, qualifications, skills, experience, records, and other relevant factors. As defined in Article XI, seniority is the length of service with the District, as of the employee's first workday. Interview panel recommendation – a recommendation resulting from performance of applicants in the interview. Ability - an employee must be able to perform the duties and possess the qualifications as outlined in the job description. Past work record - will consist of material contained within an employee's personnel file, and will be considered a major part of determining an employee's ability. The Union shall be advised of any decision to eliminate a position.
- 13.1.4 If there are no qualified bargaining unit employee applicants, the District may open the position to outside applicants (including substitutes).

- 13.1.5 The District will maintain a Facility Chief Custodial Substitute Pool (a substitute pool of custodial employees/substitutes that will fill in for Facility Chief Custodians).
- 13.1.6 After an employee has completed the sixty (60) workday probationary period, employee shall not be eligible to apply for another position for a period of six (6) calendar months. An exception will be made if an employee has successfully completed the probationary period and if the transfer will result in a promotion, or if the transfer is mutually agreed to by the District and the Union.
- 13.1.7 Employees promoted to a higher classification will be provided a minimum of one (1) day of training with the employee presently holding the position, whenever possible. Appropriate notice will be given by the Human Resources Department to interested parties.
- 13.1.8 An employee who is not a new hire, who is a successful applicant for any new assignment, shall be placed on a sixty (60) calendar day trial period before being regularly assigned. During the sixty (60) calendar day trial period, employees are expected to be at work on all workdays. There will be a one-for-one substitution of another workday for every workday missed due to sickness or accident (industrial or non-industrial) or other reasons during the sixty (60) calendar day trial period. If employee is not regularly assigned to the new position, employee shall be assigned to a job comparable to employees' previous assignment. After an employee has been regularly assigned to a new position, employee shall not be eligible to apply for another position for a period of six (6) calendar months from the first day of the trial period. An exception will be made if an employee has successfully completed the period and if the transfer will result in a promotion, or if the transfer is mutually agreed to by the District and the Union.
- 13.1.9 This will not apply to positions with higher pay classification, which must be posted on the District website. A school is construed to mean the total of a complex of all buildings.
- 13.1.10 Supervisors will make every effort to provide the Union President a confidential list of members being interviewed and a list of the interview team. Union President will acknowledge the confidentiality of the list.

## **ARTICLE XIV - REDUCTION IN FORCE**

### **Section 14.1 – Reduction in Force**

- 14.1.1 When it is necessary to reduce the workforce because of a financial emergency, the District and the Union will meet and discuss a fair and equitable solution to the financial emergency. The factors to be considered at the time of a reduction of force will be seniority within job classification (job classification for purposes of this Article shall mean all of the job titles in a wage grade within the custodial, maintenance, grounds, food service driver, utility crew, parts expeditor, courier, and warehouse personnel), and ability, with the District adhering to seniority, as nearly as possible.
- 14.1.2 In lieu of being laid off, an employee may bump a less senior employee's position within another job classification, provided the senior employee has held the position, and has the ability and satisfactory past work record.
- 14.1.3 A facility chief custodian shall suffer no reduction in pay for one (1) year if employee is reduced in classification due to a reduction in the workforce.
- 14.1.4 A person who is transferred to another department or classification in lieu of a layoff will have the first right to return to employee's department or classification in order of seniority among all transferred or RIFed employees.
- 14.1.5 **Recall Provisions:** An employee who has been laid off in accordance with this Article will be on the District recall list for one (1) year. Employees on the recall list will be recalled for a vacant position in the same classification or a classification at a lower pay level for which the employee has ability and a satisfactory work record. If the recalled employee does not accept the recall, employee will be dropped from the recall list.

## ARTICLE XV - WORKING HOURS, WAGES, & PERSONNEL POLICIES

### Section 15.1 – Working Hours, Wages, & Personnel Policies

- 15.1.1 All times worked in excess of eight (8) hours per day, or forty (40) hours per week, within the established work week shall be paid for at the overtime rate of time and one-half (1-1/2).
- a) When maintenance overtime work is available that can be scheduled in advance and does not require a maintenance mechanic with a specialized skill, the supervisor will award such work on a rotating basis beginning with the most senior employee.
  - b) An employee shall work five (5) days with two (2) days of rest, except in the case of a change in shift requested by the employee involved in a shift change. In that case, no overtime shall be paid to the employee involved, and the District will be considered to be in compliance with its agreement of five (5) consecutive days of work with two (2) days of rest.
  - c) Except in cases of emergency or special projects, District-required building overtime will be assigned to the building custodians.
  - d) Building seniority will be in the following order: facility chief custodian is considered most senior, then assistant custodian(s) in order of most to least senior, and finally swing custodians in order of most senior to least senior. Building overtime will be first offered to the most senior employee in the building on a rotation basis; provided, that the employee has the skill and training required to perform said overtime. Facility chief custodians will be responsible for assignment of overtime hours by seniority in their building. All facility chief custodian absences will be filled in building first, but if no one assigned to the building is available, the position shall be filled from the facility chief custodial substitute pool.
- 15.1.2 The District, at its sole discretion, may establish a workweek for some or all employees based upon four (4) ten (10) hour workdays. Time worked in excess of forty (40) hours per week or ten (10) hours per day during such workweek shall be paid at the overtime rate of time and one-half (1-1/2).
- 15.1.3 An employee called to work on any day that is not employee's normal workday shall be guaranteed a minimum of two (2) hours pay at time and one-half (1-1/2), including travel time.** The District will supply each building mechanic and grounds crew member with one (1) cellular device to be used for business purposes only.
- 15.1.4 Employees requested by the District to work in jobs of higher classification shall be paid at their earned step on the higher rated classification scale. Payment will begin the first day of work in the higher classification.
- 15.1.5 Determination of the necessity of filling any vacancies shall be made by the Executive Director for Human Resources.
- 15.1.6 Substitute employees will not be used to fill vacant full-time employee positions identified in the bargaining unit for more than ninety (90) calendar days.
- The District shall not fill any vacancy with a substitute employee for longer than fifty (50) workdays except that this fifty (50) workdays shall become seventy (70) workdays for the months of May, June, July, and August; provided, however, this seventy (70) workday period shall not in any event extend beyond October 31<sup>st</sup> of any year. If an extension needs to be made due to extenuating circumstances, approval shall be made by mutual consent of the District and the Union.
- 15.1.7 **Just Cause:** The District has the right to discipline and discharge any employee for just and sufficient cause. Any dispute regarding the appropriateness of discipline may be resolved in accordance with the grievance procedure of this Agreement.
- 15.1.8 **Progressive Discipline:** Progressive discipline will normally be followed by the District when deemed necessary to discipline an employee. Discipline may include, but is not necessarily limited to the following:

(1) verbal warning, (2) written warning or reprimand, (3) suspension, (4) termination. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action, and the District may impose higher levels of discipline up to and including termination if the District determines that the conduct is of sufficient severity to warrant such discipline. Other forms of discipline including but not limited to demotion may also be appropriate under the circumstances.

15.1.9 Per RCW 28A.400.300, employees with prior Washington school district experience, may be placed on the salary schedule respectively.

Maintenance and grounds new hires with experience from private industry will be evaluated based on verification provided for salary placement.

15.1.10 Employees covered under this Agreement shall be paid through the Payroll Office for all work performed within the District's facilities.

15.1.11 Except for winter, spring, and summer breaks, facility chief custodian shifts shall consist of eight (8) consecutive hours in facility due to the fact the chief custodian is required to address any immediate needs of the building.

15.1.12 All employees required by the District to change a shift must be given at least one (1) week's notification of shift change, except in case of an emergency.

If the shift change is for a special project, the employee shall revert back to employees original scheduled shift when the special project is completed. The maintenance and utility crew employees will be compensated an additional one-dollar (\$1) per hour for a shift change of more than two (2) hours that is scheduled for beyond five (5) workdays.

15.1.13 The custodians' work hours may be adjusted based on the individual school's needs, provided that there is a situation in the school that necessitates the change and that hours will not be adjusted more than two (2) hours and with the approval of the principal, custodial supervisor, and the facility chief custodian.

The District may equalize the work from school to school with consideration given to square footage, students FTE, and room utilization. The District will have the right to schedule a custodian to more than one (1) school. The District will provide the Union with custodian staffing information.

15.1.14 Facility chief custodians will not be required to serve food as a requirement of their position.

## ARTICLE XVI - LEAVES OF ABSENCE

### Section 16.1 – Leaves of Absence

16.1.1 **Personal Leave:** Paid leave (not to exceed two days annually) will be granted upon application. In the case of emergency, personal leave will be approved on request with application documentation completed when the employee returns to work. If personal leave is used the day before or after a holiday, employee will be ineligible for holiday pay. Personal leave cannot be accrued from one (1) year to another. In a given situation where two (2) personal days are insufficient to resolve the problem, employees may use accrued vacation days to augment their personal days. Personal leave may be used for personal reasons and every effort will be made for approvals to be granted.

16.1.2 **Sick Leave:** Annual sick leave not to exceed twelve (12) days per year will be granted to employees of this bargaining unit. Sick leave for new employees will be applied retroactively to employees after the employee completes the sixty (60) workday probationary period. Employees may accumulate a maximum of one hundred and eighty (180) days.

a) Sick leave shall be granted only for illness or injury of the employee or immediate family, for appointments with medical or dental doctors or other legally recognized practitioners to prevent illness or preserve the health of the employee or immediate family, and which cannot be scheduled outside shift hours. Any absence exceeding five (5) days for which sick leave is requested shall be substantiated by

a written statement signed by a physician. When specific circumstances indicate potential abuse of leave, a doctor's certificate may be required by the District. Sick leave shall be granted in multiples of hours.

- b) Sick leave for a current fiscal year and any accumulated sick leave may be taken at any time during the fiscal year. Employees working on a part-time schedule, or less than the full year, shall be entitled to a prorated sick leave accumulation of the sick leave authorized full-time classified employees. Employees working full-time (eight (8) hours per day) but less than the full year shall be granted eight (8) hours of sick leave per month, if a major portion of the month is worked. The number of hours of sick leave to which a part-time employee is entitled per year is the average number of hours per day employee is normally scheduled to work multiplied by the number of months during the current fiscal year employee is scheduled to work.

16.1.3 **Shared Leave:** The District has established a shared leave program for eligible employees to donate excess leave for use by other employees who are ill or injured, or have an immediate family member who is ill or injured and the employee has exhausted all of employees leave. IUOE members may participate in the shared leave program in accordance with the law and District policy.

16.1.4 **Extended Leave:** Upon recommendation of the Director of Maintenance and Operations through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. Request for such leave is to be made in writing to the District. A leave of absence is to be requested and granted only for a specific period of time. All requests will be considered in light of available substitutes and, when granted, will be without compensation.

- a) The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.
- b) The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

16.1.5 **Jury Duty:** In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, employee shall receive employee's normal day's pay for each day employee is required in court. Such payment to the District shall not exceed the employee's normal daily pay less bona fide expenses. In the event that the employee is a party (plaintiff or defendant) in court action, employee may request a leave of absence, which may be granted without pay.

16.1.6 **Military Leaves of Absence:** The District will comply with the provisions of the Uniformed Services Employment Reemployment Rights Act (USERRA) in processing employees leaving on military leave and placing employees returning from military leaves of absence.

16.1.7 **Bereavement:** Up to five (5) days of paid bereavement leave shall be granted for each occurrence of death in the employee's immediate family. Requests for bereavement leave shall be made to the Human Resources Department. This provision for leave shall apply to the death of the following relatives of the employee: spouse, spouse's parent, parent, sibling, child, grandchild, grandparent, adopted or foster child, parent in-law, son or daughter in-law, brother or sister in-law, and anyone living in the same household as part of the family or any other relative(s) considered a part of the employee's immediate family. Supervisors may request evidence or proof of bereavement absence.

When extended travel is necessary in order to attend a funeral or memorial service, two (2) days for necessary travel will be allowed in addition to leave days provided in the foregoing paragraph.

16.1.8 **Maternity Leave:** An employee requesting maternity leave should give written notice to the District at least four (4) weeks prior to anticipated temporary disability making necessary said leave. The request shall include a statement regarding the anticipated return to duty, which normally will be within thirty (30) days after childbirth. Sick leave shall be granted for leave taken under this policy. In the event paid sick leave is exhausted, the employee shall be considered on unpaid leave until return to duty.

An employee wishing to take an extended leave for maternity/adoption purposes shall be allowed a maximum of one (1) year of unpaid leave of absence for that purpose. Employees on such leave shall have first consideration for appropriate vacancies occurring during the leave. An employee planning a maternity/adoption leave under this policy shall notify the District as soon as practical, and an agreeable date for the beginning of the leave will be set.

16.1.9 **Union Leave:** Upon written request from the Union President to the Executive for Human Resources, an unpaid leave of absence may be granted to no more than one (1) employee within this bargaining unit for the purpose of attending local, state, or national meetings. The total number of days available for such leaves shall not exceed ten (10) days during the work year. When such leave requires employees to be absent from their assignment, the Union will reimburse the District for all expenses created by such absence. Requests for such leave must be submitted a minimum of two (2) workdays prior to the effective date of the leave.

16.1.10 **Family Medical Leave Act:** The District agrees to comply with the terms of all federal and state laws entitling certain 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, or information on where to access the law online, to employees as requested. An employee must meet certain eligibility criteria set by the law.

## **ARTICLE XVII - NO STRIKE OR LOCKOUT**

### **Section 17.1 – No Strike or Lockout**

The Union agrees not to cause any strikes, sympathy strikes, slowdowns, or participate in any work stoppage including slowdowns or strikes by another bargaining unit, and the District agrees to continue to provide bargaining unit work and not to lock out during the term of this Agreement.

## **ARTICLE XVIII - BENEFITS**

### **Section 18.1 – Benefits**

All of the provisions of this section shall be interpreted consistent with the rules and regulations of SEBB and are intended to be a summary of the legal requirements and the agreements of the parties.

#### **18.1.1 Employer Contribution:**

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as defined by SEBB. For purposes of benefits provided under SEBB, school year shall mean September through August, and shall be referred to as the eligibility year. If the eligibility year is specifically redefined by the HCA, the parties agree to comply with that definition.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental including Orthodontia
- Medical Plan

Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance.

18.1.2 Eligibility:

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, there are not enough days remaining in the year to achieve 630 hours and the employee is anticipated to work at least six hundred thirty hours the next school year, that employee will be provided with benefits coverage.

All compensated hours in any position within the district shall count for purposes of establishing eligibility.

18.1.3 Benefit Enrollment and Continuity of Coverage:

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours in a school year.

18.1.4 Leaves:

Paid leave hours shall count toward eligibility for benefits under this section. Unpaid leave will be assessed on a case by case basis.

18.1.5 Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

**Section 18.2 – Holidays**

18.2.1 The District shall recognize the following days as paid holidays:

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

If one or more of the aforementioned holidays falls on a Saturday or Sunday, one additional day of vacation shall be added to the employee's vacation days, or an additional day's pay shall be given at the option of the District.

All work performed on holidays shall be compensated at the rate of time and one-half (1-1/2) in addition to the holiday pay to which the employee is entitled.



### **Section 18.3 – Tax-Sheltered Annuities**

- 18.3.1 Payroll deductions will be allowed for employees participating in tax-sheltered annuity programs recognized by the District.

### **Section 18.4 – Vacations**

- 18.4.1 The annual vacations for full-time employees shall be ten (10) workdays per year. After three (3) years of service, each full-time employee shall receive fifteen (15) days of vacation per year. After ten (10) years of service, each full-time employee shall receive twenty (20) days of vacation per year. After twenty (20) years of service, each full-time employee shall receive twenty-two (22) days of vacation per year.
- 18.4.2 Less than full-time IUOE employees will be paid for vacation each month on prorated basis. There is no vacation time accrual.
- 18.4.3 Employees may use up to twenty (20) consecutive days of accumulated vacation days at a time during the summer.
- 18.4.4 An additional day of vacation will be extended to an employee for each recognized holiday under this Agreement that falls during employee's vacation period.
- 18.4.5 Beginning with the fourth (4<sup>th</sup>) year of employment, an employee may accumulate up to thirty (30) days of vacation at the rate of five (5) days per year.
- 18.4.6 Vacation during the time school is in session is normally limited to no more than five (5) consecutive days with a limit of two (2) weeks taken while school is in session. All custodial staff are encouraged to take vacations during winter break, spring break, or the summer months. Preplanned vacation requests must be submitted for supervisor review at least two (2) weeks before the vacation is to be taken. Upon the prior approval of the supervisor, five (5) days of vacation may be arranged during the school year. Vacation schedules for all employees shall be arranged by the immediate supervisor taking into account employee requests and the needs of the District.
- 18.4.7 Vacation requests will be reviewed by the Maintenance & Operations Department and will be mutually agreed upon, taking into consideration the request from the staff member and the needs of the department.
- 18.4.8 Leave must be pre-approved by the immediate supervisor and must be requested at least two (2) weeks in advance, unless an emergency condition exists and can be documented and submitted to the immediate supervisor.
- 18.4.9 If multiple custodial staff submit requests for vacation leave to be taken on the same day, causing the number of requests to exceed the number of staff permitted to take leave under the above limitations, requested will be considered in the order received.
- 18.4.10 Vacation days earned may be accumulated and carried over into the following year. Only two hundred forty (240) hours of unused vacation may be paid to an employee at the time of separation of employment. Vacation accrual is limited to a maximum of three hundred and twenty (320) hours. An employee who has accumulated more than three hundred and twenty (320) hours will have all hours in excess of three hundred and twenty (320) hours lapse on August 31st of each year. Lastly, if an employee has accumulated over two hundred forty (240) hours prior to the time of retirement, employee may take vacation hours equal to the number required to reduce the vacation hours to two hundred forty (240).  
  
An employee who terminates employment and gives two (2) weeks' notice will be compensated for any vacation earned but not yet taken, not to exceed two hundred and forty (240) hours. No pro-rata vacation payment will be made for a partial year of service during the first year of employment.
- 18.4.11 It is the District's intent to review and communicate vacation request status within two (2) weeks of submission

## Section 18.5 – Training Incentives

18.5.1 This training incentive is offered to employees hired prior to September 1, 2018, as long as the employee provides proper/current documentation/certification to Human Resources by August 31, 2019 to be considered grandfathered into this program. For those grandfathered employees receiving training incentive pay on their pay warrants, it shall be the employees' responsibility to provide the District with copies of their certificates between August 1<sup>st</sup> and September 10<sup>th</sup> annually. It shall be the responsibility of the District to make the Training Incentive Authorization form available on the District website. Payments will be made in twelve (12) monthly installments. Employees performing the work supported by the training and who attend the training will receive the following incentives:

- a) Weed, Insect and Disease Control Training - additional six hundred dollars (\$600) per year for grounds personnel with earned, valid Washington State Public Operators License for Weed Control, and Insect and Disease Control. Employees who commit a violation of RCW 17.21.415 will have their training incentive pay suspended for the remainder of the school year (September-August) and will not be allowed to perform spraying functions. The training incentive pay will be restored following successful completion of the next Washington State Public Operators License for Weed Control, and Insect and Disease Control licensing class. A second violation of the law within three (3) years will result in dismissal. The Director of Maintenance and Operations will notify Human Resources in writing of all situations requiring action. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.
- b) Certified Backflow Prevention Device Installer/Tester - additional six hundred dollars (\$600) per year for completion of certified backflow prevention device training. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.
- c) Certified Pool Operators – additional seven hundred fifty dollars (\$750) per year for completion of certification requirements. Certified Pool Operators cited by the Health Department for water quality violations will lose their training incentive pay for the remainder of the school year. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.
- d) A training incentive of eight hundred dollars (\$800) per year will be paid to all personnel who have received certificates, and maintain all four (4) of the custodial courses: basic custodial, advanced custodial, general engineering (renewed annually), and leadership. These classes will be offered twice annually. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.
- e) Any person whose position requires a CDL will receive a six hundred dollars (\$600) incentive. This training incentive pay will be suspended for the remainder of the school year in which a CDL related OSHA or traffic violation is received, however, if the employee appeals the violation and is not convicted or does not pay a penalty, the training incentive pay will be paid retroactively. This does not preclude necessary discipline for cause. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete.

Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.

- f) Facility chief custodians will receive an additional two hundred dollars (\$200) per year for attending all scheduled (except for approved absences) facility chief meetings.
- g) A training incentive of six hundred dollars (\$600) per year will be paid to qualified HVAC Control Technicians. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.
- h) A training incentive of six hundred dollars (\$600) per year will be paid to boiler operators and boiler service employees. If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.
- i) There shall be a training incentive of five hundred dollars (\$500) per year paid to those in the facility chief custodial substitute pool.
- j) A training incentive of six hundred dollars (\$600) per year will be paid to plumbers and electricians with a current state license (01 license for electricians). If an employee new to the position does not have the required certification as defined on the job description, employee will have six (6) months to complete. Once certification is earned, it must be maintained as current and valid for the duration of the assignment. If employee is unable to meet the timeframe, a request for an extension may be made to the Director of Maintenance and Operations.

## **Section 18.6 – Training Assistance**

- 18.6.1 The District will maintain a training fund for the IUOE bargaining members of twenty-five thousand dollars (\$25,000). IUOE bargaining members may use the funds on a first-come first-served basis for individual training accomplished during non-work, non-paid hours. The training must be relevant to any departmental work or any of the District's hard-to-fill positions. On approval by the Director of Maintenance and Operations and the Human Resources Department, training assistance funds may be used to reimburse employees for tuition, books, and materials for approved courses. The District will maintain a facility chief custodial substitute pool training program to be offered no less than three (3) times per year. Employees who utilize over one thousand dollars (\$1,000) in a work year will be required to reimburse the District if they leave the District within one year of utilizing the training fund with the following exceptions: layoff, injury/illness, military leave, or death.
- 18.6.2 Employees who wish to enhance their work performance (by taking classes or attending training) will provide the Director of Maintenance and Operations and the Human Resources Department a copy of the class/course/workshop offering. Approval in advance is required. Applications will remain available to all employees on the District website.
- 18.6.3 Employees may receive advance payment or reimbursement for cost of approved courses. The employee will submit invoices, bills, or sales receipts for tuition, books and materials to the Director of Maintenance and Operations for reimbursement or payment. The employee must show evidence of satisfactory completion of the course or funds will be denied or recouped through payroll deduction.

## **Section 18.7 – Professional Development**

- 18.7.1 The District recognizes the benefits of offering training opportunities to its employees in order to achieve a high level of individual competence and quality of work performance.
- 18.7.2 This Trust Agreement in Appendix 7 will remain in effect until August 31, 2024 at which time the District will evaluate the effectiveness of this program, and determine based on the District's discretion whether or not to continue the program. The Training Trust 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.
- 18.7.3 The District will provide time for IUOE members to complete District assigned online training courses during regularly scheduled hours.

**Section 18.8 – Automatic Payroll Deposit**

New employees are required to authorize an account for electronic deposit of paychecks.

**Section 18.9 – Sick Leave Cash-Out**

- 18.9.1 Members of this bargaining unit who retire on or after October 1, 1988, and who are eligible in accordance with WAC 392-136-015, shall be compensated for their respective accumulated sick leave in accordance with applicable state regulations.
- 18.9.2 Employees of the District at the time of the ratification of this Agreement by both parties shall be compensated annually on and after January 1, 1989 for unused sick days pursuant to WAC 392-136-015, and in accordance with appropriate regulations as established by the Office of Superintendent of Public Instruction (OSPI).

**ARTICLE XIX - LIABILITY COVERAGE & LEGAL PROTECTION**

**Section 19.1 – Liability Coverage & Legal Protection**

The District will endorse the general liability insurance policy in force for the District to include employees as additional insured. Such coverage in total shall not be less than one million dollars (\$1,000,000). The coverage in force shall provide protection for each employee for any third-party legal liability claims, including defense brought against an employee for damages of bodily injury or property damage (including personal injury), and arising out of the performance of the employee's duties as directed by the District. This coverage shall be limited in scope to the insuring agreements, conditions, and exclusions as are applicable to the District, the named insured. Clover Park School District, as the District, shall give thirty (30) calendar days written notice to the Union should the general liability policy be canceled or materially altered as to coverage.

**ARTICLE XX - SALARY SCHEDULE**

**Section 20.1 – Salary Schedule**

- 20.1.1 The salary schedule may be found in Appendix 1 of this Agreement for the 2021-2022 school year
 

2021-22	4% inclusive of IPD
2022-23	3% inclusive of IPD
2023-24	3% inclusive of IPD

## **ARTICLE XXI – HEALTH & SAFETY**

### **Section 21.1 – Health & Safety**

The District and the Union agree to form a safety committee for the grounds, maintenance and utility crew employees per WAC 296-800-13020-1.

## **ARTICLE XXII - MATTERS COVERED IN COMPLETE AGREEMENT &**

### **CONFORMITY TO LAW**

#### **Section 22.1 – Conformity to Law**

- 22.1.1 This Agreement contains the full and complete agreement on all bargainable issues between the parties, and except as required in Section 22.1.2 or as mandated by the Public Employment Relations Commission, neither party shall be required during the term of the Agreement to bargain additional issues.
- 22.1.2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, and if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

**ARTICLE XXIII - DURATION OF AGREEMENT**

**Section 23.1 – Duration of Agreement**

This Agreement shall become effective September 1, 2021, and shall remain in full force and effective until August 31, 2024. The District and the Union agree that no extension of this Agreement shall be affected orally but shall only be done in writing. During the term specified, this Agreement may be altered, added to, or deleted from only through the voluntary, mutual consent of the District and the Union.

Agree to a Memorandum of Understanding (MOU) for the purpose of providing hazard pay directly related to the State of Emergency Pandemic to all custodians for the 2021-22 school year (see attached MOU).

Agree to a Memorandum of Understanding (MOU) for the purpose of forming an advisory team to address job descriptions that may need updated/revised (see attached MOU).

**International Union of Operating  
Engineers, Local 302**


**Clover Park School District**

  
Bryan Raby  
Business Representative


1-10-22  
DATE

  
Alyssa Anderson Pearson  
President  
Board of Directors, Clover Park School District

1-10-22  
DATE

  
Ron Banner  
Superintendent  
Clover Park School District

1-10-22  
DATE

  
Lori McStay, Chief Negotiator  
Executive Director for Human Resources  
Clover Park School District

DATE



**IUOE**  
**Salary Schedule**

2022-23		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>CUSTODIAL</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>A</b>	Custodian	23.96	24.68	25.41	26.18	26.96	27.77	28.60
<b>B</b>	Middle School	28.16	29.00	29.87	30.76	31.69	32.64	33.62
<b>C</b>	Elementary School/Utility Chief	27.69	28.53	29.38	30.26	31.17	32.11	33.07
<b>D</b>	High School & Middle School Asst Chief	25.98	26.77	27.57	28.39	29.25	30.12	31.03
<b>F</b>	High School Chief/SSC/Evergreen	29.30	30.17	31.08	32.01	32.97	33.96	34.98

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>MAINTENANCE</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>M</b>	Bldg Mechanic: HVAC	38.14	39.29	40.46	41.67	42.92	44.21	45.54
<b>M</b>	Bldg Mechanic: HVAC Boiler Tech	38.14	39.29	40.46	41.67	42.92	44.21	45.54
<b>M</b>	Bldg Mechanic: Electrician	38.14	39.29	40.46	41.67	42.92	44.21	45.54
<b>M</b>	Bldg Mechanic: Carpenter	38.14	39.29	40.46	41.67	42.92	44.21	45.54
<b>M</b>	Bldg Mechanic: Plumber	38.14	39.29	40.46	41.67	42.92	44.21	45.54
<b>M</b>	Bldg Mechanic: Control Technician	38.14	39.29	40.46	41.67	42.92	44.21	45.54
<b>M</b>	Bldg Mechanic: Low Voltage Electrician	38.14	39.29	40.46	41.67	42.92	44.21	45.54

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>GROUNDS</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>N</b>	Grounds Lead	34.40	35.44	36.49	37.59	38.71	39.88	41.07
<b>O</b>	Grounds Mechanic	32.50	33.48	34.48	35.51	36.58	37.67	38.80
<b>R</b>	Gardener/Grounds Worker	27.08	27.89	28.73	29.59	30.48	31.39	32.33

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>WAREHOUSE</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>T</b>	Food Services Driver	27.90	28.74	29.60	30.49	31.41	32.35	33.32
<b>T</b>	Courier	27.90	28.74	29.60	30.49	31.41	32.35	33.32
<b>T</b>	Warehouse Worker	27.90	28.74	29.60	30.49	31.41	32.35	33.32
<b>T</b>	Utility Crew	27.90	28.74	29.60	30.49	31.41	32.35	33.32
<b>U</b>	Utility Crew Chief	29.30	30.17	31.08	32.01	32.97	33.96	34.98

**APPENDIX 2 SALARY SCHEDULE (2022-23)**



**IUOE  
Salary Schedule**

2022-23		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>CUSTODIAL</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
A	Custodian	23.39	24.09	24.81	25.56	26.33	27.12	27.93
B	Middle School	27.49	28.32	29.17	30.05	30.95	31.88	32.84
C	Elementary School/Utility Chief	27.04	27.85	28.69	29.55	30.44	31.35	32.29
D	High School & Middle School Asst Chief	25.38	26.14	26.92	27.73	28.56	29.42	30.30
F	High School Chief/SSC/Evergreen	28.60	29.46	30.34	31.25	32.19	33.16	34.16

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>MAINTENANCE</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
M	Bldg Mechanic: HVAC	37.24	38.36	39.51	40.70	41.92	43.18	44.48
M	Bldg Mechanic: HVAC Boiler Tech	37.24	38.36	39.51	40.70	41.92	43.18	44.48
M	Bldg Mechanic: Electrician	37.24	38.36	39.51	40.70	41.92	43.18	44.48
M	Bldg Mechanic: Carpenter	37.24	38.36	39.51	40.70	41.92	43.18	44.48
M	Bldg Mechanic: Plumber	37.24	38.36	39.51	40.70	41.92	43.18	44.48
M	Bldg Mechanic: Control Technician	37.24	38.36	39.51	40.70	41.92	43.18	44.48
M	Bldg Mechanic: Low Voltage Electrician	37.24	38.36	39.51	40.70	41.92	43.18	44.48

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>GROUNDS</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
N	Grounds Lead	33.59	34.60	35.64	36.71	37.81	38.94	40.11
O	Grounds Mechanic	31.73	32.68	33.66	34.67	35.71	36.78	37.88
R	Gardener/Grounds Worker	26.44	27.23	28.05	28.89	29.76	30.65	31.57

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
<b>WAREHOUSE</b>		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
T	Food Services Driver	27.24	28.06	28.90	29.77	30.66	31.58	32.53
T	Courier	27.24	28.06	28.90	29.77	30.66	31.58	32.53
T	Warehouse Worker	27.24	28.06	28.90	29.77	30.66	31.58	32.53
T	Utility Crew	27.24	28.06	28.90	29.77	30.66	31.58	32.53

3/16/2022



**APPENDIX 3 SALARY SCHEDULE (2023-24)**



**IUOE  
Salary Schedule**

2023-2024		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>CUSTODIAL</b>								
A	Custodian	24.09	24.81	25.56	26.33	27.12	27.93	28.77
B	Middle School	28.32	29.17	30.05	30.95	31.88	32.84	33.83
C	Elementary School/Utility Chief	27.85	28.69	29.55	30.43	31.35	32.29	33.26
D	High School & Middle School Asst Chief	26.14	26.92	27.73	28.56	29.42	30.30	31.21
F	High School Chief/SSC/Evergreen	29.46	30.34	31.25	32.19	33.16	34.16	35.19

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>MAINTENANCE</b>								
M	Bldg Mechanic: HVAC	38.36	39.51	40.70	41.92	43.18	44.48	45.81
M	Bldg Mechanic: HVAC Boiler Tech	38.36	39.51	40.70	41.92	43.18	44.48	45.81
M	Bldg Mechanic: Electrician	38.36	39.51	40.70	41.92	43.18	44.48	45.81
M	Bldg Mechanic: Carpenter	38.36	39.51	40.70	41.92	43.18	44.48	45.81
M	Bldg Mechanic: Plumber	38.36	39.51	40.70	41.92	43.18	44.48	45.81
M	Bldg Mechanic: Control Technician	38.36	39.51	40.70	41.92	43.18	44.48	45.81
M	Bldg Mechanic: Low Voltage Electrician	38.36	39.51	40.70	41.92	43.18	44.48	45.81

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>GROUNDS</b>								
N	Grounds Lead	34.60	35.64	36.71	37.81	38.94	40.11	41.31
O	Grounds Mechanic	32.68	33.66	34.67	35.71	36.78	37.89	39.03
R	Gardener/Grounds Worker	27.23	28.05	28.89	29.76	30.65	31.57	32.52

		Step 1	Step 2	Step 3	Step 4 (10 Year)	Step 5 (15 Year)	Step 6 (20 Year)	Step 7 (25 Year)
		Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
<b>WAREHOUSE</b>								
T	Food Services Driver	28.06	28.90	29.77	30.66	31.58	32.53	33.51
T	Courier	28.06	28.90	29.77	30.66	31.58	32.53	33.51
T	Warehouse Worker	28.06	28.90	29.77	30.66	31.58	32.53	33.51
T	Utility Crew	28.06	28.90	29.77	30.66	31.58	32.53	33.51

3/16/2022



**CLASSIFIED Employee Standards for Evaluation**

Choose one:

**COMPREHENSIVE**

**FOCUSED**

Name:

Location:

Assignment:

School Year:

Date:

90 Day       Annual

**COMPREHENSIVE** - Employee is evaluated in all criterion areas. This evaluation is used when an employee is new to a job classification, or overall rating is not "Proficient" or "Distinguished."

**FOCUSED** - Any employee who has received an overall rating of "Proficient" or "Distinguished" on his/her Comprehensive evaluation may opt to receive a focused evaluation.

On a Focused evaluation, an employee chooses one area of focus and the evaluator chooses one area of focus. The employee will be evaluated on two criterion.

**For Focused, TWO of the following criterion boxes should be checked:**

- 1 - Initiative     2 - Adaptability     3 - Job Performance & Skills     4 - Communication w/Students, Staff, Community
- 5 - Teamwork     6 - Professionalism     7 - Professional Growth

**RATING DEFINITIONS**

In order to ensure the consistent application of ratings across the District, the following definitions are provided to guide the supervisor in determining the appropriate rating for each of the seven (7) evaluative criteria for classified employees.

**DISTINGUISHED** - Indicates strong performance has consistently been observed in the category. The rating of "Distinguished" indicates excellent performance that is consistently of very high quality. Quality of work regularly contributes to organizational goals, well surpassing skills expected for a well trained and experienced individual in the position.

**PROFICIENT** - Indicates effective performance has been observed in this category. The rating of "Proficient" indicates successful completion of essential job requirements. Results show satisfactory work in the performance of the job functions. Work results contribute to organizational goals.

**BASIC** - Indicates the performance in this category has been observed as being inconsistent. The rating of "Basic" indicates the cumulative performance in the criteria where the employee is inconsistent in demonstrating the ability to effectively perform job functions. The primary work objectives show partial attainment. The need for performance improvement is indicated. The work of the employee is inconsistent in contributing to organizational goals.

**UNSATISFACTORY** - Indicates unacceptable and unsatisfactory performance has been observed in this category. The rating of "Unsatisfactory" indicates the cumulative performance in the criteria area is at an unacceptable level. Work results show deficiencies which interfere with the attainment of the primary objectives and the completion of job functions.

**NOTE**

Areas of work needing improvement may be discussed with the employee at any time during the year that they are noted. If deficiencies continue, notice of specific areas needing improvement will be provided in writing and timelines for improvement.

Completion of the Comments/Evidence box below the respective criteria will include examples/evidence that support the rating.

<b>Name:</b> _____	<b>Clover Park School District</b>		Page 2 of 4
<b>CLASSIFIED Employee Standards for Evaluation</b>			
<b>CRITERIA 1 - <u>Initiative</u> - Ability to work independently.</b>			
<input type="checkbox"/> <b>Unsatisfactory</b>	<input type="checkbox"/> <b>Basic</b>	<input type="checkbox"/> <b>Proficient</b>	<input type="checkbox"/> <b>Distinguished</b>
Seldom meets job responsibilities without continuous supervision.	Sometimes is able to work independently, but needs frequent monitoring.	Performs all duties with minimal supervision. Often anticipates what needs to be done and completes the task.	Independent worker. Strives for or seeks new and better ways to perform duties.
<b>CRITERIA 1 - Comments/Evidence:</b>			
<b>CRITERIA 2 - <u>Adaptability</u> - Ability to change and adapt to varying conditions.</b>			
<input type="checkbox"/> <b>Unsatisfactory</b>	<input type="checkbox"/> <b>Basic</b>	<input type="checkbox"/> <b>Proficient</b>	<input type="checkbox"/> <b>Distinguished</b>
Refuses to adapt to changes in work routines or assignments.	Sometimes has difficulty making adjustments to work routine or assignments.	Consistently able to make adjustments to work routines or assignments. Accepts change.	Adapts positively to and functions well in changes in work routines or assignments. Flexible, and functions effectively in a variety of situations.
<b>CRITERIA 2 - Comments/Evidence:</b>			
<b>CRITERIA 3 - <u>Job Performance &amp; Skills</u> - Executes skills necessary for the position.</b>			
<input type="checkbox"/> <b>Unsatisfactory</b>	<input type="checkbox"/> <b>Basic</b>	<input type="checkbox"/> <b>Proficient</b>	<input type="checkbox"/> <b>Distinguished</b>
Work is performed at an unacceptable level. Frequent or substantial errors. Lacks basic skills to perform job.	Work is performed at inconsistent levels. Errors are evident. Displays most skills required for tasks.	Work is performed at a satisfactory level and on time. Displays necessary skills for required tasks.	High quality work is performed in a timely and consistent manner. Finds ways to make the job more efficient and functional.
<b>CRITERIA 3 - Comments/Evidence:</b>			
<b>CRITERIA 4 - <u>Communication with Students, Staff, Community</u> - Ability to exchange verbal and written info effectively.</b>			
<input type="checkbox"/> <b>Unsatisfactory</b>	<input type="checkbox"/> <b>Basic</b>	<input type="checkbox"/> <b>Proficient</b>	<input type="checkbox"/> <b>Distinguished</b>
Inadequate communication skills seriously affects job function.	Lack of adequate communication skills affects job function.	Carries out and conveys written and verbal information with skill and accuracy. Cooperative and helpful.	Provides excellent communication which enhances service to others. Takes initiative and anticipates communication needs.
<b>CRITERIA 4 - Comments/Evidence:</b>			
<b>CRITERIA 5 - <u>Teamwork</u> - Ability to work well with others.</b>			
<input type="checkbox"/> <b>Unsatisfactory</b>	<input type="checkbox"/> <b>Basic</b>	<input type="checkbox"/> <b>Proficient</b>	<input type="checkbox"/> <b>Distinguished</b>
Avoids participation with team. Sabotages team decisions. Frequently causes friction with others.	Passive team participant. Inconsistently supports team decisions. Occasionally causes friction with others.	Contributes and participates as a positive team member.	Actively promotes team performance and demonstrates leadership.

**CLASSIFIED Employee Standards for Evaluation**

**CRITERIA 5 - Comments/Evidence:**

\_\_\_\_\_

**CRITERIA 6 - Professionalism - Behavior, confidentiality, punctuality and attendance, professional appearance.**

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Professional attitude, behavior, and demeanor are consistently negative. Inappropriately shares confidential information. Frequently late and unreliable. Professional appearance is inappropriate for the workplace and job function.	Professional attitude, behavior, and demeanor are sometimes negative. Occasionally errors in sharing confidential information. Not always on time; not always reliable. Sometimes needs reminders about appropriate professional appearance.	Demonstrates professional behavior and demeanor. Deals appropriately with confidential information. Is on time for work and appointments; reliable. Professional appearance is appropriate for the workplace and job function.	Professional behavior and demeanor positively influence the workplace. Deals appropriately with confidential information. Is on time for work and appointments; reliable. Professional appearance is appropriate for the workplace and job function.

**CRITERIA 6 - Comments/Evidence:**

\_\_\_\_\_

**CRITERIA 7 - Professional Growth - Continual improvement in job skills and knowledge.**

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Fails to keep current on new developments/requirements in area of job responsibility. Resists feedback.	Inconsistent with keeping current on new developments/requirements in area of job responsibility. Reluctantly accepts feedback.	Strives for improvement on a regular basis. Is committed to overall job performance. Accepts feedback.	Seeks feedback and uses input for own growth. Shares new learning with others. Overall job performance is enhanced through continual growth. Is self reflective.

**CRITERIA 7 - Comments/Evidence:**

\_\_\_\_\_

**OVERALL EVALUATION RATING & SUMMARY**

Evaluator Instructions: Review your ratings for each of the criteria. Two or more ratings of "Unsatisfactory" in the criteria categories results in an Unsatisfactory overall rating, and must be reviewed with Human Resources prior to the employee evaluation meeting. Otherwise, whichever rating was predominantly used should be reflected as the overall rating. **Preponderance of evidence will be used to determine overall score.**

OVERALL RATING:  Unsatisfactory  Basic  Proficient  Distinguished

**Goals to consider for the next evaluation period:**

\_\_\_\_\_

**Administrator Overall Comments:**

\_\_\_\_\_

**Employee Comments:**

\_\_\_\_\_

<b>Name:</b> _____	<b>Clover Park School District</b>	Page 4 of 4
<b>CLASSIFIED Employee Standards for Evaluation</b>		
<b>The signature below does not imply agreement, only that the evaluation discussion took place and I was advised of my performance.</b>		
<div style="background-color: #e0e0ff; width: 100%; height: 25px; margin-bottom: 5px;"></div> <b>Employee Signature</b>	<div style="background-color: #e0e0ff; width: 100%; height: 25px; margin-bottom: 5px;"></div> <b>Date of Signature</b>	
<div style="background-color: #e0e0ff; width: 100%; height: 25px; margin-bottom: 5px;"></div> <b>Evaluator Signature</b>	<div style="background-color: #e0e0ff; width: 100%; height: 25px; margin-bottom: 5px;"></div> <b>Date of Signature</b>	
<b>Recommended evaluation for the next school year (Comprehensive or Focused):</b>		
<input type="checkbox"/> <b><u>Comprehensive</u></b>		
<input type="checkbox"/> <b><u>FOCUSED - TWO of the following criterion boxes should be checked:</u></b>		
<input type="checkbox"/> 1 - Initiative	<input type="checkbox"/> 5 - Teamwork	
<input type="checkbox"/> 2 - Adaptability	<input type="checkbox"/> 6 - Professionalism	
<input type="checkbox"/> 3 - Job Performance & Skills	<input type="checkbox"/> 7 - Professional Growth	
<input type="checkbox"/> 4 - Communication w/Students, Staff, Community		

**APPENDIX 5 – MOU –HAZARD PAY RELATED TO STATE OF EMERGENCY PANDEMIC**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CLOVER PARK SCHOOL DISTRICT**  
**&**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS (Local 302)**

This agreement made and entered into by and between Clover Park School District, hereinafter referred to as the "District" and International Union of Operating Engineers Local 302, hereinafter referred to as the "Union." The parties recognize the importance of district employee's health and safety while performing custodial cleaning duties during a State of Emergency Pandemic public health crisis. As such the district will implement this MOU for all custodians to receive a temporary supplemental disbursement to the custodian's base pay.

The terms of this agreement in providing all custodian hazard pay directly related to the State of Emergency Pandemic cleaning supplemental disbursement are as follows:

- Retroactive to September 1, 2021.
- Pay the \$1,500 supplemental disbursement out in equal monthly installments.
- Pay remains in place through the 2021-2022 school year or until the State of Emergency Pandemic period is lifted as declared by the Governor of the State of Washington, whichever occurs first.

The parties agree that this MOU shall not be considered precedent setting.

In witness whereof, the employer and the Union have executed this agreement this 28<sup>th</sup> day of September, 2021.

  
Bryan Raby  
Business Representative  
IUOE Local 302

9-28-21  
DATE

  
Lori McStay  
Executive Director for Human Resources  
Clover Park School District

9/28/21  
DATE

**APPENDIX 6 MOU ADVISORY TEAM TO ADDRESS JOB DESCRIPTIONS UPDATES AND REVISIONS**

**MEMORANDUM OF UNDERSTANDING  
Between  
CLOVER PARK SCHOOL DISTRICT  
&  
INTERNATIONAL UNION OF OPERATING ENGINEERS (Local 302)**

This agreement made and entered into by and between Clover Park School District, hereinafter referred to as the "District" and International Union of Operating Engineers Local 302, hereinafter referred to as the "Union." The parties have determined to develop a committee to review the current job descriptions for positions included in the Union.

The terms of this agreement allow the parties to form the following committee:

- Advisory team to address job descriptions that may need updated/revised. The task force shall be composed of four (4) District and four (4) Union representatives. Both parties recognize that it may be necessary to bring additional resources and technical experts in on an as needed basis. The final recommendations of the committee shall be brought forward to Human Resources for final review.

The committee will begin once the 2021-2024 collective bargaining agreement has been ratified, and to conclude prior to June 2024. Meetings will occur monthly until a recommendation has been made.

In witness whereof, the employer and the Union have executed this agreement this 18th day of August, 2021.

 9-9-21  
Bryan Raby DATE  
Business Representative  
IUOE Local 302

 9/9/21  
Lori McStay DATE  
Executive Director for Human Resources  
Clover Park School District



## APPENDIX 7 – TRAINING TRUST ADDENDUM

### TRAINING TRUST ADDENDUM

Agreement made this 1<sup>st</sup> day of September, 2021 between CLOVER PARK SCHOOL DISTRICT, (“Employer”) and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302** (“Union”):

**WHEREAS**, the Employer and the Union have entered into a Collective Bargaining Agreement with respect to the terms and conditions of the employment of certain employees of Employer represented by the Union; and

**WHEREAS**, the Union and other employers with whom the Union has Collective Bargaining Agreements have established a trust fund, known as the “Western Washington Stationary Engineers Training Trust,” for the purpose of providing employees who are represented by the Union with journeyman upgrading, apprenticeship training and training programs; and

**WHEREAS**, said trust fund is a joint labor-management trust established in accordance with the applicable provisions of the Internal Revenue Code, the Labor-Management Relations Act and the Employee Retirement Income Security Act; and

**WHEREAS**, the Employer and the Union jointly desire to upgrade and advance the skills and training of the employees represented by the Union;

#### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Effective September 1, 2021, based on August 2021 hours, the Employer, who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Training Trust program. By virtue of this Agreement, the Employer does not agree to hire and train apprentice (s), but should an apprentice be hired it will be in accordance with the Standards of the program. The Employer further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund. Employees taking classes must understand work will take precedence with changed schedules.
2. Effective September 1, 2021, based on August 2021 hours, the Employer shall contribute \$25.00 per month for each bargaining unit employee who received eighty (80) hours or more compensation in the preceding calendar month to the “Western Washington Stationary Engineers Training Trust”.
3. The total amount due for each calendar month shall be remitted in a lump sum to the “Western Washington Stationary Engineers Training Trust,” in care of the depository selected by the Trustees of the fund, not later ten (10) days after the last business day of such month.
4. The Employer and the Union agree to be bound the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the “Western Washington Stationary Engineers Training Trust” and by any amendments to said trust agreement, heretofore or hereafter adopted.
5. Employer accepts as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees of the Trust Fund and consents to be bound by the acts and




6. The Employer retains the right to terminate any apprentice at any time during the training program if the apprentice voluntarily abandons further training or if the apprentice is dropped from the training program by the Joint Apprenticeship Training Committee.

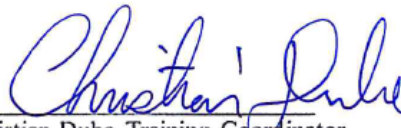
7. Employer acknowledges its responsibility to maintain the status quo by paying to the Trust Fund contributions during any period of bargaining with the Union following termination of any collective bargaining agreement. The Employer and the Union recognize this Training Trust Addendum as a separate written agreement requiring Employer contributions to the Trust Fund during the period of bargaining. The written terms of any Collective Bargaining Agreement between Employer and the Union are hereby expressly referred to and incorporated by reference herein and made a part of this Training Trust Addendum. Employer acknowledges that this Training Trust Addendum requires the payment of contributions to the Trust and may be enforced by the Trust in either state or federal court.

CLOVER PARK SCHOOL DISTRICT

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 302

By   
Lori Mc Stay,  
Executive Director for Human Resources

By   
Bryan Raby, Field Representative

By   
Christian Dube, Training Coordinator

pmw  
opeiu8 afl/cio

## APPENDIX 8-SEVEN TESTS OF JUST CAUSE

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach. A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

**Notice:** “Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

**Reasonable Rule or Order:** “Was the District’s rules or managerial order reasonably related to a/ the orderly, efficient, and safe operation of the District’s business and b/ the performance that the District might properly expect of the employee?”

**Investigation:** “Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”

**Fair Investigation:** “Was the District’s investigation conducted fairly and objectively?”

**Proof:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

**Equal Treatment:** “Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?”

**Penalty:** “Was the degree of discipline administered by the District in a particular case reasonably related to the following:

- a/ the seriousness of the employee’s proven offense, and
- b/ the record of the employee in his service with the District?”

---

<sup>1</sup> The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.