

**AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION**

**OF THE**

**FEDERAL WAY PUBLIC SCHOOLS**

**DISTRICT NO. 210**

**AND**

**INTERNATIONAL UNION OF OPERATING**

**ENGINEERS, LOCAL 286**

**Effective September 1, 2007**

**through**

**August 31, 2010**

## TABLE OF CONTENTS

ARTICLE		PAGE
	Table of Contents . . . . .	i, ii
	Definitions . . . . .	iii
	Agreement . . . . .	1
I	Union Recognition . . . . .	1
II	Rights of the Employer. . . . .	1
III	Rights of the Employees . . . . .	2
IV	Union Membership & Payroll Deduction of Union Dues . . . . .	2
V	Evaluation, Posting and Application Procedures, . . . . .	3
	Seniority and Layoff	
	Evaluation. . . . .	3
	Posting and Application Procedures. . . . .	3
	Selection Procedure . . . . .	4
	Hiring Official(s) Responsibilities . . . . .	4
	Notice Procedure. . . . .	5
	Seniority and Layoff . . . . .	5
VI	Prior Work Experience, Probationary Period and Trial Period. . . . .	5
	Prior Work Experience . . . . .	5
	Probationary Period . . . . .	5
	Trial Period . . . . .	6
VII	Discrimination . . . . .	6
VIII	Working Hours and Wages . . . . .	6
IX	Holidays . . . . .	9
X	Vacations . . . . .	9
XI	Authorized Absences . . . . .	10
	Illness and Injury . . . . .	10
	Serious Illness in the Family. . . . .	11
	Emergency Absence . . . . .	12
	Annual and Retirement Buy Back. . . . .	12
	Temporary Disability Leave . . . . .	12
	Return from Absence for Temporary Disability. . . . .	13
	Extension of Temporary Disability Leaves . . . . .	13
	Maternity/Parental Leave . . . . .	13
	Bereavement. . . . .	13
	Jury Duty. . . . .	14
	Court Action (With Pay). . . . .	14
	Military Duty/Training. . . . .	14
XII	Authorized Leaves . . . . .	15
	Leave Without Pay . . . . .	15
	Military Leave . . . . .	15
	Family and Medical Leave Act . . . . .	15
	Return to Work Program. . . . .	16
	Court Action (Without Pay) . . . . .	16
XIII	Layoff and Recall . . . . .	16
XIV	Grievance Procedure . . . . .	17
	Definition. . . . .	17
	Procedure . . . . .	17
	Scope of Non-Arbitrable Matters. . . . .	18
	Jurisdiction of the Arbitrator . . . . .	18

XV	Insurance. . . . .	19
	Group Insurance Benefits. . . . .	19
	Liability and Personal Property Insurance. . . . .	19
	Central Pension Fund. . . . .	19
XVI	Job Classifications . . . . .	20
XVII	Conflict of Agreements. . . . .	21
XVIII	Bulletin Board Space . . . . .	21
XIX	Union Visiting Privileges . . . . .	21
XX	No Strike . . . . .	21
XXI	Saving Clause . . . . .	22
XXII	Class Attendance. . . . .	22
XXIII	Wages Under This Agreement. . . . .	22
XXIV	Duration . . . . .	22
XV	Complete Agreement . . . . .	23
	Signature Page. . . . .	23
Appendix A	Grievance Forms . . . . .	24-26
Appendix B	Salary Schedule. . . . .	27-30

## DEFINITIONS

The terms used hereinafter within this Agreement shall be defined as follows:

<b>EMPLOYER:</b>	Shall mean the Federal Way Public Schools, District #210 and/or the Board of Directors of the Federal Way Public Schools, District #210, or their designee(s).
<b>EMPLOYEE:</b>	Shall be any person in this bargaining unit represented by Local 286 exclusive of substitutes and supervisors in custodial and maintenance departments.
<b>UNION:</b>	Shall mean the International Union of Operating Engineers, Local 286, and/or the Union Representative.
<b>DAY OR DAYS:</b>	Shall mean consecutive calendar days unless otherwise specified.
<b>HOURS WORKED:</b>	Shall mean all hours that an employee is actually performing assigned work and/or when an employee is in a pay status, i.e., authorized absences with pay, paid vacations, paid holidays.
<b>SENIORITY (Bargaining Unit):</b>	Bargaining Unit seniority shall be the period of time an employee has worked within the District under this bargaining unit, and shall be received after the successful completion of the probationary period retroactive to the most recent date of hire.
<b>SENIORITY (Building):</b>	Building seniority shall be the period of time an employee has worked in the building to which they are currently assigned.
<b>AUTHORIZED ABSENCES:</b>	Shall be that period of time approved by the immediate supervisor for the employee to be off work in a pay status.
<b>AUTHORIZED LEAVE:</b>	Shall be that period of time approved by the Board for the employee to be off work without pay.
<b>TERMINATE:</b>	Shall mean discharge for just cause, death, transfer to a position outside the bargaining unit, retirement, resignation, permanent illness or injury.

# AGREEMENT

This Agreement shall be consistent with the laws of the State of Washington as presently constituted or as hereafter amended. This Agreement shall conform to laws of 1st Ex. Session 1967, Ch. 108. If any provision of the Agreement is found inconsistent with law, such a provision shall be invalid; however, all other provisions shall remain in full force and effect for the duration of this Agreement.

This Agreement is made and entered into by and between the Board of Education of the Federal Way Public Schools, District No. 210, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local No. 286, hereinafter referred to as the "Union".

## ARTICLE I - UNION RECOGNITION

**Section 1.A** - The Federal Way Public Schools, District No. 210 hereby recognizes the International Union of Operating Engineers, Local 286 as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all employees exclusive of supervisors in custodial and maintenance departments.

## ARTICLE II - RIGHTS OF THE EMPLOYER

**Section 2.A** - It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights, subject to the provision of this contract, and in accordance with applicable laws and regulations, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees for just cause.

**Section 2.B** - The District has the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

**Section 2.C** - The right to make reasonable rules and regulations for the District shall be the exclusive function of the Employer. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

**Section 2.D** - The District shall have the right to sub-contract work normally under the jurisdiction of this bargaining unit provided:

Employees under the jurisdiction of this bargaining unit shall not be terminated or have their salary or hours reduced as a result of sub-contracting. If the District sub-contracts, employees shall be placed in existing positions. Any decision to subcontract bargaining unit work will be made only after following OSPI guidelines, which include, but are not limited to, feasibility studies with union involvement.

Before the District implements sub-contracting at any site, it shall discuss the contemplated changes with the bargaining unit representative.

## **ARTICLE III - RIGHTS OF THE EMPLOYEES**

**Section 3.A** - The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the Union to conduct its affairs in matters related to legitimate Union activities, except as modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline the members who have violated the Union's constitution and bylaws, or who have violated the terms of this Agreement. This section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.

**Section 3.B** - The District will give advance notification to an employee about the purpose of a meeting when said meeting will result in a written disciplinary action. This will allow the employee an opportunity to obtain Union representation. If the employee desires to obtain Union representation and said representation is not available, said meeting will be rescheduled to occur no later than two (2) working days from the time the employee is so advised.

**Section 3.C** - Bargaining unit employees shall not offer or perform personal services, or use District equipment or supplies for personal use, during the course of their duties while on District time.

**Section 3.D** - Bargaining unit employees shall not be assigned to supervise students that takes time away from their normal duties. No employee shall be intimidated into doing free work.

## **ARTICLE IV - UNION MEMBERSHIP & PAYROLL DEDUCTION OF UNION DUES**

**Section 4.A** - All persons hired by the District who are under the jurisdiction of this bargaining unit shall become dues paying members of the Union after ninety (90) days of employment as a condition of continued employment or by paying an equivalent amount to a non-religious charitable organization pursuant to RCW 41.59.100.

**Section 4.B** - Upon written authorization of the employee within the bargaining unit, the employer shall deduct from the pay of such employee, subject to the limitations of District equipment and personnel, the monthly amount of dues as certified by the secretary or the business representative of the exclusive bargaining unit and shall transmit the said dues to the office of the exclusive bargaining representative.

**Section 4.C** - The Union agrees to indemnify and save the District harmless against any liability including the cost for any legal fees or legal expenses incurred in connection therewith which may arise by reason of any action taken by the District to comply with the provisions of this Article.

**Section 4.D** - It is agreed that no District employee in a supervisory capacity will attempt to influence new employees either to join or not to join the International Union of Operating Engineers, Local No. 286. The Business Representative shall deliver a written notice to the District identifying any

employee who refuses to pay his/her dues. Said notice will indicate that the employee is not in good standing for failure to tender uniformly required periodic dues and initiation fees.

## **ARTICLE V - EVALUATION, POSTING AND APPLICATION PROCEDURES, SENIORITY AND LAYOFF**

### **Section 5.A - EVALUATION**

All employees under the jurisdiction of this bargaining unit shall be evaluated by the site manager or designee. Bargaining unit members will participate in the evaluation process by responding to team performance questions when requested by the site manager or designee. An employee shall be evaluated within fifteen (15) calendar days prior to the end of a probationary or trial period. Thereafter, employees will be evaluated annually no later than August 15 for 12-month employees and no later than one (1) week prior to the end of their assignment for less than 12-month employees. Employees not receiving an evaluation by June 30 shall be deemed as having received an "above average" evaluation for the purpose of this Article, including bidding and promotions.

Employees wanting to bid on a higher level position must receive at least a "satisfactory" on their most recent annual evaluation.

An unsatisfactory performance of an employee shall be so noted on the appropriate performance evaluation form by the evaluator. The evaluator and the employee will develop a performance improvement plan which addresses the specific unsatisfactory performance. The performance improvement plan will specify the criteria by which the employee's improvement is to be measured. Follow-up assessments will be conducted within forty-five (45) workdays of the implementation of a performance improvement plan. Additional follow-up assessments will be conducted at forty-five (45) work day intervals, or as needed. Employees shall be evaluated based on District performance standards.

Grievance as defined in the grievance procedure may be filed by an employee over an evaluation. Such a grievance shall be processed as provided for but only up through Level III.

### **Section 5.B - POSTING AND APPLICATION PROCEDURES**

1. When a position is open in any department, the opening shall be publicized for a minimum of ten (10) working days by written notice that includes criteria for job requirements so that interested employees may submit a written bid. If three (3) or more people change positions as a result of one (1) posting, the District may elect not to post subsequent openings, which may occur as a result of those three (3) changes. Position openings shall be declared surplus or posted within sixty (60) calendar days following a vacancy.
2. Permanent employees who have been awarded a new position must stay in their position for sixty (60) working days before eligible to bid again for another position.
3. Employees bidding on a Chief Custodian, Night Lead or Fireperson/Sweeper position in a building heated by gas fired or oil-fired boilers must have a current Grade 4 boiler license. Employees bidding on Chief Custodian, Night Lead or Fireperson Sweeper positions in buildings heated by all other types of units are required to know how to operate and clean heating and cooling systems in the building.

## **Section 5.C – SELECTION PROCEDURE**

At the conclusion of the posting period, the selection procedures will be as follows:

### **Step 1**

The Human Resources Department, or its designee(s) will initially screen all bargaining unit employee applicants for a given posted position to determine if the applicant meets all minimum requirements as stated in the official posting and has an updated and complete file. An updated and complete file is defined as a complete Classified On Line Application, the documents required for a completed application and listed in the official posting, and proof of current licenses, or application for such license, which may be required or associated with the posted position. Any records not in the employee's personnel file must be submitted with his/her bid to the Human Resources Department.

### **Step 2**

The remaining applicants who pass the initial screening, also required to have updated and complete applicant files, shall be scrutinized further by the Human Resources Department or its designee(s) and judged as to prior work performance and qualifications. All scrutinized applicants will be judged consistently. The Human Resources Department or its designee(s), as appropriate, shall check references from current and previous supervisors (both in or out of District), evaluations, records of attendance, letters of recommendations, experience, and other documents in the applicant or personnel file of the individual. Boiler license, custodial or maintenance school and previous employment and/or training in related fields will be noted. The Human Resources Department or its designee(s) shall nominate for interview applicants who pass scrutiny.

### **Step 3**

When three (3) or more qualified applicants apply, a minimum of three (3) such applicants shall be interviewed within twenty (20) days of posting closing. Two (2) of the three (3) must be the two (2) most senior of applicants unless they fail to possess the minimum qualifications for the position.

### **Hiring Official(s) Responsibilities**

#### **Step 4**

The hiring official(s) shall conduct a formal interview of nominated applicant(s). The interview questions shall, as appropriate, cover areas such as skill, ability, experience, attitude, leadership, communication, ability to plan, safety awareness, initiative and attendance.

#### **Step 5**

Seniority will govern in cases where past work performance, qualifications, and interview responses of the senior employee are at least equal to but not less than the past work performance, qualifications, and interview responses of the junior employee. The interview will not be the sole determinate for selection. In determining a selection, the total weaknesses and strengths or past work performance, qualifications, and the interview responses of the candidates shall be matched with the published job description requirements, responsibilities, and typical duties. In the event that the most senior qualified applicant rejects the offer of employment, the District retains the right to either (a) repost the position opening or (b) select the next most qualified applicant. In either event the District shall confer with the Union representative and the bargaining unit chairperson before exercising option(s) (a) or (b).

## **Step 6 - Notice Procedure**

The Human Resources Department will send written notice of the name of the successful applicant for a vacant position to the Union within ten (10) working days of the personnel action. Upon request from the Union, Human Resources will provide a list of applicants for a bargaining unit position. Within ten (10) working days of the personnel action, the Human Resources Department will also send written notice to each internal applicant who was interviewed but not awarded the vacant position.

## **Section 5.D - SENIORITY AND LAYOFF**

Seniority shall be the period of time an employee has worked within the District under this bargaining unit, and shall be received after the successful completion of the probationary period, retroactive to the most recent day of hire.

Absence from a job due to sickness or accident for a period of up to twelve (12) consecutive months shall not result in loss of seniority or seniority rights for a regular employee.

In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to seniority and qualifications within the job classifications. Employees shall be laid off in ascending order from the list in reverse order of seniority.

If a person on layoff status is offered a position that is at least equal to the same number of hours, duties, responsibilities and/or pay held prior to layoff, and he/she does not accept the position offered within five (5) working days following notification, then the person shall be placed at the bottom of the re-employment list. If the person is offered a second position as described above, and does not accept within three (3) working days following notification, then the person's name shall be removed from the re-employment list.

## **ARTICLE VI - PRIOR WORK EXPERIENCE, PROBATIONARY PERIOD AND TRIAL PERIOD**

### **Section 6.A - PRIOR WORK EXPERIENCE**

New employees may be given credit for placement on the salary schedule for previously related experience, training, and/or skills over and above the minimum requirements for a position. It shall be the prerogative of the District to place a new employee at any step of the salary schedule in the classification for which the employee has been hired. The District shall allow a one-year credit towards placement on the salary schedule for each two years of consecutive active duty served in the Armed Forces. The maximum the District will allow will be two years credit for four years of consecutive active duty service.

### **Section 6.B - PROBATIONARY PERIOD**

1. A new employee shall serve a one hundred twenty (120) calendar day probationary period during which time he/she shall have no seniority rights. Seventy-five (75) calendar days of the probationary period shall occur during the student school year. Upon completion of the probationary period the employee shall be made permanent or be terminated.

An employee who continues to have documented deficiencies at the end of the probationary period may, at the discretion of the District, be placed on an extended probationary period not to exceed an additional one hundred and twenty (120) calendar days (Seventy-five (75) calendar days of the extended probationary period shall occur during the student school year).

2. Upon successful completion of the probationary period, the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.
3. During the probationary period, the District may discharge such an employee at its discretion. Discharge of a probationary period employee shall not be subject to the grievance procedure.

### **Section 6.C - TRIAL PERIOD**

Current District employees who have completed their probationary period and are promoted to a higher position shall serve a ninety (90) calendar day trial period. If the employee is unable to carry out the duties required of the job during the trial period, he/she will be removed from the position and placed in a substitute employee pool, but shall not receive a reduction in wages until reassigned or until sixty (60) working days have elapsed from the date of removal, whichever occurs first. Said employee shall be given the first job opening no higher than that job held prior to the position which the employee was unable to carry out, provided the employee is qualified.

## **ARTICLE VII - DISCRIMINATION**

**Section 7.A** - The Employer and the Union agree that there shall be no illegal discrimination against any employee because of race, creed, color, sex, marital status, age, national origin, or disability.

**Section 7.B** - The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for sufficient cause; provided, however, no employee shall be illegally discriminated against, or jeopardized in seniority standing, or suffer any loss of employment on account of membership or activity in his/her Union as observer or shop steward, so long as such activities are not carried on during working hours so as to interfere with his/her work.

## **ARTICLE VIII - WORKING HOURS AND WAGES**

**Section 8.A** - The normal work week shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday). Those employees designated by the District who regularly work on Saturday and Sunday will have a normal work week which shall consist of five (5) consecutive work days plus two (2) consecutive days of rest. Each employee will usually be assigned in advance to a definite shift designating beginning and ending times. The Employer agrees to make only such changes in the employee's work schedule as may be necessitated by emergency or unusual situations. All hours worked in excess of eight (8) hours per day, forty (40) hours per week, or on the sixth (6th) consecutive day shall be paid for at the overtime rate of time and one-half (1 1/2). All time worked on the seventh (7th) consecutive day shall be paid for at double time (2x). Except in cases of emergency, all District required overtime will be made available to the department or building employees in which overtime is needed. Overtime will be offered first to lead person and then to most senior employees. These employees must have the skills and training required to perform said overtime. The employer shall also retain a referral list of employees who

have volunteered for overtime and will refer to this list whenever reasonably possible before using substitutes.

**Subsection 8.A.1** - All overtime work will be authorized by the supervisor prior to the work being done. Once a job is assigned, the supervisor has the option of allowing the job to be completed by the employee that began the work, in the event the job will necessitate overtime.

**Subsection 8.A.2** - When an employee is authorized to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. Flex time shall have prior approval. Time off must be agreed upon in writing within seven (7) days of being earned and be utilized within thirty (30) days from when it was earned.

**Section 8.B** - Employees shall have a thirty (30) minute uninterrupted lunch on their own time.

**Section 8.C** - Employees who are assigned to work graveyard shift shall be paid twenty-five cents (.25) per hour differential pay.

**Section 8.D** - Employees called back for special services or emergencies shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked. In no case shall employees who are called back for special services or emergencies receive less than two (2) hours of pay at one and one-half (1 1/2) their regular hourly rate of pay for each call-back. Head Custodians shall be given the first option for any callback time in their buildings except in matters regarding security.

**Section 8.D.1** - When bargaining unit employees are called back to a worksite anytime between the hours of 11:30 p.m. to 5:00 a.m., Monday through Friday, or any time on weekends and holidays, their compensation will be four (4) hours minimum at one and one-half (1 1/2) times their regular hourly rate of pay for each callback.

**Section 8.E** – Employees who are requested by Facilities Services to work all or part of a shift regularly filled by a higher classification employee shall receive compensation at the higher classification for each hour that is worked in this position. Such compensation in the higher classification shall be at the employee's regular incremental step.

**Section 8.F** - The District reserves the right to establish, abolish, or adjust work shifts or the workweek for the efficient operation of the Custodial and Maintenance Departments. For example, when school is not in session, the District may assign all custodial employees to the day shift or the District may implement a work week schedule of four (4) ten (10) hour days with overlapping work assignments. If the District implements a workweek of four (4), ten (10) hour days, the Union agrees to waive the overtime rates stipulated in Article VIII, Section A, above.

**Section 8.G** – Custodians who complete, or who have completed, advanced custodial training shall receive an additional twenty-five cents (\$.25) per hour above their regular rate of pay. Should advanced custodial training be conducted it shall include the following components:

1. A minimum of thirty (30) hours of training.
2. Curriculum shall be approved by the District and shall be designed to prepare employees for lead positions.
3. It may be required that an employee attend advanced custodial training and successfully pass an examination to bid on a lead position.

This training premium will be lost when the employee is no longer in a custodial position, or if the employee fails to complete District identified inservice review courses or programs.

**Subsection 8.G.1** – Each employee shall be eligible for in-service training. The number of hours or in-service training an employee is entitled to shall equal three (3) times the employee's average daily work hour schedule, not to exceed twenty-four (24) hours per year. Up to one third (1/3) of these hours will be designated/reserved each year for required trainings to update staff on new policy requirements or safety/health issues (e.g., harassment training, blood borne pathogen training). Such trainings will be scheduled at intervals to allow staff working different shifts to attend. If more than one-third (1/3) of these hours are required to attend mandatory trainings, the District will either release staff from duties in order to attend, or pay them at their hourly rate for any training hours required beyond one-third (1/3) of their allotted training hours. The balance of the hours may be used for either CORE I or CORE II training, or for other professional growth activities, including building-based training, planning or projects. In-service training hours are non-accumulated, must be pre-approved by the Supervisor, and must be used prior to August 31 of each school year.

**Section 8.H** - Employees holding at least a 4th grade boiler license shall receive twenty- five cents (\$.25)per hour above their regular rate of pay. Employees must show proof of renewing their licenses either by receipt or canceled check stub within thirty (30) days of expiration or the license stipend will be stopped. When employees do bring in proof of obtaining or renewing their licenses, the stipend will start on that day. It will not be retroactive.

**Section 8.I** - Employees required to come in early for work related to general or special elections shall be paid the appropriate wage rate consistent with the wage schedule and overtime provisions, if applicable.

**Section 8.J** - The employer shall maintain a list of volunteer employees who are interested in and trained for Chief and Lead Custodian positions. Such volunteers are those who are willing to serve on a substitute or temporary basis to replace Chief or Lead Custodians on leave or scheduled vacations which are scheduled to last longer than two consecutive weeks and which fall during the time that school is in session. The employer shall utilize such volunteers whenever possible and practicable when to do such would not disrupt the District's operation. The employee has the responsibility to inform the Human Resources Department of his/her interest, qualifications and the fact that his/her performance evaluations are satisfactory for the last two years.

**Section 8.K – Building Use:** The District and the Union have an interest and responsibility to ensure that all District facilities are properly heated, lighted, ventilated and kept in a clean and sanitary condition. In order to maintain District facilities, no one shall operate building systems except in cases of emergency. The District and the Union shall jointly develop written procedures to assure that the Chief Custodian receives appropriate notification and details on any emergency work that is undertaken. No custodial work shall be performed by anyone other than custodial staff. District Board Procedure 4330, Short-term Community Use of District Facilities and Fields, shall be followed for building use. Should that policy be changed in the future, IUOE will be a part of the committee to recommend changes. The District will ensure that this policy is reviewed annually with school principals. Any subsequent updates to this procedure will become effective at the time the update is adopted by the Board.

## ARTICLE IX – HOLIDAYS

**Section 9.A** – Full time employees shall be granted the following holidays without loss of pay provided they work the regular working days before and the regular working days after the holiday, or unless the employee is on an authorized absence with pay.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Birthday
4. Memorial Day
5. Veterans' Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day
12. Day after Christmas

If any of the above holidays falls on a weekend (Saturday or Sunday), the Friday prior to the holiday or the Monday following the holiday will be observed as a holiday as designated by the Superintendent, provided students are not scheduled for attendance in school on said Friday or Monday.

**Section 9.B** - Time off begins at the close of the workday proceeding the holiday and ends at the starting time of the working day following a holiday.

**Section 9.C** - In addition to the holiday pay, all time worked on the above stated holidays will be paid at two (2) times the employee's regular rate of pay. Part-time, regular twelve (12) month employees shall receive pro-rated holidays according to the actual number of assigned hours worked per day.

## ARTICLE X – VACATIONS

**Section 10.A** – Vacation for full-time employees shall be as follows:

After 1 year of service	12 days
After 3 years of service	13 days
After 5 years of service	14 days
After 7 years of service	16 days
After 9 years of service	18 days
After 10 years of service	20 days
After 15 years of service	24 days

Employees may accumulate unused vacation. During the contract year, employees may accumulate more than thirty (30) days of unused vacation, however such accumulated vacation will be capped at thirty (30) days on September 1 of each year. Unused vacation in excess of thirty (30) days on September 1 will be forfeited.

Upon separation from the District, an employee may cash out a maximum of thirty (30) days of accumulated vacation.

**Section 10.B** - A pro-rated vacation for the actual time worked and those days off for authorized paid absences shall be credited for full-time employees with less than twelve (12) months service and part-time employees who work a fewer number of hours per day than full-time employees.

**Section 10.C** - When computing vacations for the employee, credit will be given for actual days worked and those days off for authorized paid absences.

**Section 10.D** - If holidays occur during an employee's vacation, such days will be paid as holidays and will not count against the employee's vacation days.

**Section 10.E** - Vacations shall be scheduled at the request of the employee unless such vacation time would disrupt the normal activities of the School District, as determined by the immediate supervisor. During the time in which students are in session, each employee shall be allowed up to five (5) days of vacation leave during the school year. Requests for use of vacation for such time shall be made to the employee's supervisor in the Facilities Services department, as well as to the building principal, at least five (5) days in advance of the vacation day. The appropriate Facilities Services supervisor will approve or deny a request for vacation within three (3) working days of a request. All other vacation leave can be used on any non-student day, except for the first week following the end of school or the week prior to the opening of school in the fall. Exception: Maintenance employees are not restricted from taking their leave during the school year. Variations may be appealed to the immediate supervisor and the appropriate Facilities Services supervisor for consideration.

**Section 10.F** - For purposes of vacation leave, the Chief Custodian at each building will be given first choice of dates, the Lead Custodian at that site will be given second choice, and all others will be given their choice according to District seniority. To minimize conflicts and in order to give those with seniority priority while still allowing those with less seniority ample time to do advanced planning, all employees should discuss vacation plans with one another as far in advance as possible.

**Section 10.G** - Employees who have been employed by other public school districts in the State of Washington shall be given credit for years of service in other districts when considering the rate at which their vacation time accrues, as provided in RCW 28A.400.300(h). Former District employees who return to District employment will also have their prior years of service considered when determining the rate at which their vacation time accrues, as provided in RCW 28A.400.300(l). This section does not pertain to seniority rights nor to unused vacation time from previous employments.

## **ARTICLE XI - AUTHORIZED ABSENCES**

### **Section 11.A - ILLNESS AND INJURY**

**Subsection 11.A.1** - Twelve (12) units shall be granted to full-time personnel for absences due to personal illness or injury, or other such temporary disabling conditions each year without loss of pay. Persons employed less than a full year shall be allowed a proportionate number of said units. Unused units shall accumulate to a maximum of one hundred eighty (180) units.

**Subsection 11.A.2** - A "unit" of absence shall be defined as the length of the working day in the case of a full-time employee, or the number of regularly assigned hours constituting the daily part-time assignment in the case of a part-time employee.

**Subsection 11.A.3** - A physician's signed statement may be required to support an absence of five (5) or more consecutive days.

**Subsection 11.A.4** - Illness and injury absence benefits shall be allowed for loss of time from work caused by an illness, on-the-job injury, or industrial illness not to exceed the maximum of accumulated units, and then only to the extent that such time lost is not compensable under the industrial insurance program of the State of Washington. An employee may use leave to care for a dependent adult relative or child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.

**Subsection 11.A.5 – Stipulations for Use**

1. The employee's illness and injury absence benefits shall begin on the day that the employee is no longer able to work due to temporary disability, provided:
  - (a) the employee has an accrual of illness and injury benefits units; and
  - (b) the employee has notified his/her immediate supervisor; and
  - (c) when requested by the District, the employee has produced a written notice from the employee's personal physician certifying that the employee is disabled.
2. Payment of illness and injury benefits shall no longer be granted when:
  - (a) the employee has been given a physician's release for return to work from said temporary disability; or
  - (b) when the employee's benefits are exhausted, whichever occurs first.

**Subsection 11.A.6** – Employees who have accrued illness and injury benefit units while employed by another public school district in the State of Washington shall be given credit for such accrued illness and injury benefits upon employment by the District, as provided in RCW 28A.400.300(h). Former District employees who return to District employment will have reinstated any unused illness and injury benefits which accrued during their previous employment with the District, as provided in RCW 28A.400.300(l).

**Subsection 11.A.7** – For each three (3) month quarter of the year, beginning on September 1, an employee who has perfect attendance will receive a bonus of \$125. The use of bereavement days, prearranged vacation days, and absences due to jury duty or military reserve training, (as defined in Sections 11.G, 11.H, 11.I, and 11.J), will not count against perfect attendance.

**Section 11.B - SERIOUS ILLNESS IN THE FAMILY**

Up to a maximum of three (3) non-accumulative units of absence without loss of pay per year shall be allowed for serious illness in the immediate family. This will be granted only when no other person can serve in the family in the place of the employee. This absence benefit shall be allowed at the discretion of the immediate supervisor. Appeals in this category shall be made to the Superintendent of Schools or designee. The immediate family shall include the employee's spouse, child, parent, sister or brother. Employees may utilize illness and injury leave to care for a minor child, as provided in Section 11.A.4. Care for a minor child under Section 11.B, however, must be for illness or injury that is of a serious nature, comparable to that of other family members covered by this section.

### **Section 11.C – EMERGENCY ABSENCE:**

Two (2) days per year of emergency absence shall be deducted from accumulated illness and injury benefits and may be granted when the following conditions exist:

- A. The problem has been suddenly precipitated, and
- B. Preplanning was not possible; or
- C. Preplanning could not have relieved the necessity for the employee's absence; and
- D. The problem was not of mere convenience, but of a serious and compelling nature.

The employee shall notify his/her immediate supervisor of the need for emergency absence in the same manner as illness and injury absences. The employee shall document the reason for using emergency absence immediately upon return to work.

Emergency absence shall not be granted to extend holidays, vacations, or other authorized absences, nor will emergency absence be allowed during the first or final week of school, except in the event of an extreme emergency. Documentation may be required.

### **Section 11.D - ANNUAL AND RETIREMENT BUY BACK**

The District will comply with the illness and injury annual and retirement cash-out program as now adopted or hereafter amended by the Legislature. Conversion of illness and injury absence benefit units will be allowed only to the extent authorized by the law for such purposes. Should the Legislature revoke any of the benefits under the law, no employee will be entitled to receive those benefits as a contractual right.

### **Section 11.E - TEMPORARY DISABILITY LEAVE**

**Subsection 11.E.1** - Temporary disability shall mean "those disabilities caused by illness, accident, injury, and recovery therefrom," which prevent an employee from fulfilling his/her contractual obligations with this School District. Employees on temporary disability leave must use paid illness and injury absences until exhausted. Any additional leave after illness and injury leave is exhausted shall be subject to the following provisions and shall be without pay. (See subsection 12.C for FMLA provisions).

**Subsection 11.E.2** - Application procedures for benefits:

1. The employee must submit a written request to his/her immediate supervisor for temporary disability leave. The request should indicate:
  - (a) the approximate length of time the employee will be absent from work due to disability;
  - (b) the estimated date the absence is to begin; and
  - (c) the estimated date of return from the absence.
2. Normally, notification should be at least ten (10) days before the estimated date that the absence is to begin.

3. To facilitate an orderly selection of substitutes, the immediate supervisor is to notify the Human Resources Department and the Payroll Department of the employee's intention to request an absence.

#### **Subsection 11.E.3 - RETURN FROM ABSENCE FOR TEMPORARY DISABILITY**

1. The employee must notify his/her immediate supervisor or designee as soon as possible after a physician has issued a release for the employee to return to work.
2. After receiving a physician's written release to return to work, the employee must provide a copy of the release to the Human Resources department and report to work as soon thereafter as practical. Arrangements for the timing of the return shall be approved by the immediate supervisor or designee.

#### **Subsection 11.E.4 – EXTENSION OF TEMPORARY DISABILITY LEAVES**

If an employee is unable to return to work from a temporary disability and has exhausted all illness and injury benefits, the employee must give written notification to the immediate supervisor and the Human Resources Department and advise them of that fact. The employee may then request additional time off without pay as provided in Section 12.C (FMLA), or Section 12.A. (Unpaid Leave).

#### **Section 11.F - MATERNITY/PARENTAL LEAVE**

**Subsection 11.F.1** - A maternity or parental leave of absence for up to one (1) year without pay may be granted by the District to any employee for the purpose of childbearing and/or child rearing.

**Subsection 11.F.2** - Any employee returning from taking maternity/parental leave shall be assigned to the same position or a similar open position held at the time the leave commenced, unless the position no longer exists, in which case the employee shall be treated in accordance with the seniority and layoff provisions of this Agreement.

**Subsection 11.F.3** - An employee who has been granted maternity/parental leave and desires to return to service during the period of the leave may return to the same or a similar position, provided one exists and is open, at a time mutually agreeable to the employee and the District.

#### **Section 11.G – BEREAVEMENT**

Absence for bereavement caused by the death of a member of the immediate or extended family of the employee shall be allowed for the purpose of providing funeral arrangements for deceased members of the family, and for travel and attendance at funerals, as herein provided. Supervisors may request evidence or proof of bereavement absence.

Allowances and reasons for absence shall be as follows:

1. A maximum of five (5) non-accumulative units of absence per year without loss of pay shall be granted for each occurrence for the above-stated purposes caused by the death to an employee's child, spouse, parent, brother, sister, grandparent, or grandchild.
2. A maximum of three (3) non-accumulative units of absence per year without loss of pay shall be granted for each occurrence for the above-stated purposes caused by the death to an employee's parent-in-law, brother-in-law, sister-in-law, uncle, or aunt.

3. A maximum of one (1) non-accumulative unit per year without loss of pay shall be granted for each occurrence for attendance at funerals of close relatives, friends, or school associates.

A "unit" of absence shall be defined as the working day that constitutes the employee's regular assignment in the case of a full-time employee, or the pro-rated part thereof, in the case of the part-time employee.

The number of units of absence without loss of pay for bereavement shall not be accumulative from year to year.

If an employee has exhausted his/her allowable units and a need arises for additional day(s) of absence under items one (1), and two (2) above, they may be requested by the employee and granted at the discretion of the Superintendent or his/her designee.

### **Section 11.H - JURY DUTY**

An employee who is regularly assigned to twenty (20) hours or more of work per week, who is called to serve on a jury in State or Federal court, shall be excused from work for the days on which he/she serves. The employee shall be granted his/her regular straight time earnings and benefits for the time consumed in such services. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. Any compensation received from the Court, except transportation, meals, or lodging, shall be paid to the District. An employee on jury duty, who is temporarily excused from attendance at Court, must report to work at least one-half (1/2) of his/her normal workday.

### **Section 11.I - COURT ACTION (With Pay)**

When an employee is a witness or defendant, and the action arose out of his/her employment as determined by the Superintendent, the employee shall be granted full salary and compensation for the time consumed in such services. Any compensation received from the Court, except transportation (when not paid by the District), meals, or lodging, shall be paid to the District.

### **Section 11.J - MILITARY DUTY/ TRAINING**

Any employee who is a member of the Washington National Guard or the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup> and under the following conditions:

1. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
2. The employee provides a signed copy of orders requiring his/her participation in military duty to the Human Resources department prior to leaving, or, when this is not possible, within five (5) days of returning to work.
3. The military leave of absence is needed so that the employee may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty.

Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled.

Salary for an employee on military leave of absence pursuant to RCW 38.40.060 shall be at the employee's regular rate of pay.

## **ARTICLE XII - AUTHORIZED LEAVES**

### **Section 12.A - LEAVE WITHOUT PAY**

An employee may apply for leave without pay from the School District by application to the Superintendent. Said application should be applied for prior to June 1, of any school year.

The granting of such leaves is solely at the discretion of the District. A leave shall not be granted for the purpose of working in another job for payment, nor will the leave be honored by the District if the said employee accepts a position while on leave.

The employee returning from leave cannot be assured of the same assignment he/she held at the time such leave was granted. However, said employee will be offered the first available opening for which he/she can qualify, which might occur from the date the employee makes notification of his/her intent to return until one (1) year thereafter.

### **Section 12.B - MILITARY LEAVE**

A full-time employee who left employment with the District and directly entered the armed forces of the United States, and who has completed his/her period of obligated training and service, and who then wishes to be re-employed by the School District, will return to employment without loss of seniority in compliance with the Universal Military Training and Service Act; provided, said employee:

1. is honorably discharged from such service; and
2. is still qualified to perform the duties of his/her respective position; and
3. reapplies for employment with the District within ninety (90) days after he/she is relieved of his/her military service; or in the case of an employee who has been hospitalized while on active duty and remains hospitalized after the period of obligation is fulfilled, reapplies for employment within one (1) year after release from said hospitalization.

The seniority that the employee had acquired prior to military service shall be honored upon his/her return from military service.

### **Section 12.C - FAMILY AND MEDICAL LEAVE ACT**

Leave for family and medical care will be granted in accordance with the provisions of the Family and Medical Leave Act (FMLA). It is the District's policy that any accrued vacation days, any family leaves, and any accrued illness and injury leave, must run concurrently with FMLA leave until such leaves are exhausted; provided illness and injury leave can ordinarily be used for the type of FMLA leave in question. If all such leaves are exhausted before the end of the FMLA leave, any remaining FMLA leave shall be unpaid leave.

## **Section 12.D - RETURN TO WORK PROGRAM**

Employees who elect to return to work in a light duty capacity from a work-related injury will be entitled to the full District contribution to health care premiums, pro-rated based on hours worked.

## **Section 12.E – COURT ACTION (Without Pay)**

If an employee is involved in a court action as a witness or plaintiff against the District, as a defendant in an action brought against him/her by the District, or involved in other court actions not arising out of his/her employment as determined by the Superintendent, he/she may apply for absence without pay for those assigned days he/she will be absent, but such absence shall be at the discretion of the Superintendent.

## **ARTICLE XIII - LAYOFF AND RECALL**

**Section 13.A** - In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to seniority and qualifications within the job classification. Employees shall be laid off in reverse order of seniority. Names shall remain on the re-employment list for twelve (12) consecutive months from the date of layoff.

**Section 13.B** - When and if a position becomes available, either due to normal attrition or the need arises to establish a new position, then an employee will be rehired from the layoff list according to seniority provided the employee is qualified to perform the duties required of the position.

**Section 13.C** - When an employee is placed on layoff status he/she shall submit in writing to the Director of Human Resources his/her current telephone number and mailing address and shall thereafter promptly advise the Department of Maintenance and Operations of any change of address or telephone number.

**Section 13.D** - The employee on layoff status who fails to keep the Human Resources Department advised of change of address or telephone number, etc., and/or who rejects more than one job offered by the District, that is comparable to the number of hours worked in the job held prior to layoff and for which he/she is qualified, shall forfeit all rights and benefits and the right to re-employment, as provided in this Agreement.

**Section 13.E** - The District will contact, by telephone or letter, the most senior qualified employee on the layoff list and the Union Representative when a position becomes available. The recalled employee must respond within five (5) working days following the date of notification.

**Section 13.F** - A person recalled may not necessarily be reinstated to the identical position occupied before the layoff. The recalled employee will retain seniority and accrued illness and absence units earned at the time of layoff; however, said employee will not receive absence units or vacation credit during the period while on layoff.

**Section 13.G** - If there are not qualified employees available on the layoff list and there is a vacant position, said position will be posted.

**Section 13.H** - Retained employees interested in posted positions must apply to the Director of Human Resources within five (5) working days from the first day of posting. The most senior person qualified that has applied within the prescribed time shall be awarded the position.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

### **Section 14.A - DEFINITIONS**

- a. Grievance - A grievance shall be defined as an alleged violation concerning the interpretation or application of any provision of this Agreement.
- b. Aggrieved – An Aggrieved is the Union and/or the Employee.

### **Section 14.B - PROCEDURE**

1. If the Aggrieved fails to initiate the grievance or appeal within the time limits provided herein, the Aggrieved shall waive his/her/their rights to grieve and/or appeal.
2. If the employer fails to respond within the time limits provided herein, the grievance may be appealed to the next level.
3. No additional allegation(s) or evidence may be submitted after Level III.

#### **LEVEL I**

The Aggrieved has fifteen (15) working days from the alleged occurrence of the grievance to initiate said grievance with the appropriate administrator.

The written statement on the appropriate grievance form shall include:

1. the nature of the grievance;
2. the alleged section(s) that has(have) been violated; and
3. the solution requested.

Within ten (10) working days from the receipt of the formal grievance, the appropriate administrator will meet with the Aggrieved in an effort to resolve the dispute.

Within ten (10) working days following the hearing, the appropriate administrator shall communicate his/her written decision to the Aggrieved on the Grievance Decision Form.

If the grievance is not satisfactorily resolved, the Aggrieved may, within ten (10) working days after the date of the written response, proceed to Level II.

#### **LEVEL II**

After the decision at Level I, the Aggrieved may appeal the grievance to the Director of Human Resources or his/her designee. This must be done within ten (10) working days after the decision of Level I.

Within ten (10) working days after the receipt of the appeal, the Director of Human Resources or his/her designee will meet with the Aggrieved in an effort to resolve the dispute.

Within ten (10) working days following this hearing, the Director of Human Resources or his/her designee shall communicate his/her decision to the Aggrieved on the Grievance Decision Form.

If the grievance is not satisfactorily resolved, the Aggrieved may, within ten (10) working days after the date of the written response, proceed to Level III.

### **LEVEL III**

After the decision at Level II, the Aggrieved may appeal the grievance to the Superintendent or his/her designee. This must be done within ten (10) working days after the decision of Level II.

Within ten (10) working days after the receipt of the appeal, the Superintendent or his/her designee will meet with the Aggrieved in an effort to resolve the dispute.

Within ten (10) working days following the hearing, the Superintendent or his/her designee shall communicate his/her decision to the Aggrieved on the Grievance Decision Form. If the grievance is not satisfactorily resolved, the Union may, within ten (10) working days after the date of the written response, proceed to Level IV.

### **LEVEL IV**

After the decision at Level III, the Union may appeal the grievance to arbitration. This must be done within ten (10) working days after receipt of the decision of Level III. The District and the union may mutually agree to mediate any dispute before an arbitrator.

### **Section 14.C - SCOPE OF NON-ARBITRABLE MATTERS**

Excluded from binding arbitration shall be: (1) all matters mandated for judicial review, and (2) evaluation, as stated in Article V, Section A, paragraph 4, last sentence, of this Agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall select an arbitrator from the American Arbitration Association. The arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary rules. Such rules shall likewise govern the arbitration proceeding.

### **Section 14.D - JURISDICTION OF THE ARBITRATOR**

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitration issues. The arbitrator shall be without power or authority to make any decision that is contrary to State law or rules and regulations governing the District having the force and effect of law. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall designate the party who prevails. The cost of the arbitrator shall be borne by the party whose position does not prevail. Each party shall bear the costs associated with its presentation before the arbitrator and the costs of any transcript(s) it requests.

## **ARTICLE XV – INSURANCE**

### **Section 15.A – GROUP INSURANCE BENEFITS**

1. Insurance benefits will be awarded at the state-funded level, less the carve out, plus an additional amount provided by the District. The additional amount will be \$38.55.
2. Should the Union determine to switch to the Public Employees Benefit Board (PEBB), the District will implement that decision. By switching to the PEBB, it is understood that the District will no longer contribute the monies described in number 1, as the carve out would no longer apply. .

Per IRS regulations, the District shall allow participation in a District-approved Voluntary Employment Benefits Association (V.E.B.A.) Plan.

### **Section 15.B – LIABILITY AND PERSONAL PROPERTY INSURANCE**

In accordance with RCW 28A.400.370, the District will provide liability insurance and personal property insurance for employees “while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.” The limits and eligibility for this insurance coverage will be according to District Policy and Procedures. Employees will not be covered by District insurance for their own illegal acts or acts of gross negligence.

### **Section 15.C – CENTRAL PENSION FUND**

The Union and the District hereby agree that all contributions to the International Union of Operating Engineers’ Pension Fund will be funded by reductions in the wages of the Union members and will in no part be funded by contributions from the District, in accordance with the following provisions:

1. The purpose of the Central Pension Fund shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Central Pension Fund. The funding for this payment, the stipulated amount of any said sum, and the designated effective date for payment of any said sum are defined and set forth in paragraph two (2) below.

During the continuance of this collective bargaining the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 286 Bargaining Unit, an hourly sum for every hour for which compensation was paid.

2. Obligation to the Fund: The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted.
3. The Union shall notify Human Resources and Payroll by September 5 of the ratified hourly rate contributions voted for approval by its members.

The Employer and Union consent to and accept the terms, conditions and provisions of the Trust Agreement and as amended, creating said Fund. The Employer and Union

agree that the Trustees named in said Trust Agreement and their successors are and shall be its representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

The total amount due for each calendar month shall be remitted in a lump sum to said Fund not later than ten (10) days after the last business day of such month.

## **ARTICLE XVI –JOB CLASSIFICATIONS**

**Section 16A** – Salaries for new classification shall be established by negotiation with the Union. It is recognized that custodians may be called upon to do minor maintenance work.

### **Section 16.B – POSITION DESCRIPTIONS**

Within sixty (60) working days following the execution of this Agreement, the District shall provide each employee with his/her current position description, and shall provide the Union with descriptions for all positions subject to this Agreement. Substantial modifications to existing positions (not to include natural evolution of tasks/methods) or the creation of new positions shall be accomplished only after consultation with the Union. In the future, should the Union request, the District shall meet with the Union to negotiate wages, hours, and working conditions only to the extent that such directly relate to substantially modified or newly created positions.

### **Section 16.C – PAINTING (Expectations for Custodians)**

Both parties are in agreement and philosophically believe that the primary function of custodial staff is the operation and cleaning of facilities. Pursuant to custodial position descriptions, painting shall be limited to touch-up painting.

### **Section 16.D – MAINTENANCE TECHNICIAN**

The Federal Way School District and the IUOE – Local 286 agree to the following promotion process which only pertains to Skilled Maintenance personnel of the IUOE – Local 286:

1. The Maintenance Technician, as identified in the negotiated agreement, is not a position. No one will be hired into this classification as this classification is for promotion purposes only.
2. Skilled Maintenance personnel may apply for promotions to Maintenance Technician. When applying for promotion it is the responsibility of the Skilled Maintenance employee to acquire the following for presentation to a Review Committee:
  - Credentials reflecting eligibility such as training records, certificates, previous experience, etc.
  - Letters of recommendation from District members.
3. The Review Committee will consist of the department head, IUOE – Local 286 union representative, and an out-of-district trades person who holds a trade position similar to that of the Skilled Maintenance person applying for promotion. The Review Committee will

interview the applicant and decide whether the employee will be promoted to Maintenance Technician. The decision of the committee is binding and not grievable. For those individuals not recommended, reasons for denial may be requested from the committee.

4. If a Skilled Maintenance person is promoted to Maintenance Technician, the employee has the responsibility to maintain level of performance and credentials necessary to retain the promotion.
5. Skilled Maintenance personnel promoted to Maintenance Technician will be paid at the appropriate hourly rate specified in the current contract.

## **ARTICLE XVII - CONFLICT OF AGREEMENTS**

**Section 17.A** - The employer agrees not to enter into any Agreement or contract with employees of the bargaining unit, individually, or collectively, which is inconsistent with the terms and conditions of this collective bargaining Agreement.

## **ARTICLE XVIII - BULLETIN BOARD SPACE**

**Section 18.A** - The employer agrees to provide suitable space for the bargaining unit to use for placement of a bulletin board. Posting by the bargaining unit on such boards is to be confined to official business of the Union. Postings shall be signed by the Union representative or designee responsible for the posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting of literature or pamphlets, political material, advertising, or notices of any kind by employees or the Union on District property, including on or by utilizing any District electronic equipment, and as specified in the Acceptable Use Guidelines for Electronic Information Systems, other than as herein provided.

## **ARTICLE XIX - UNION VISITING PRIVILEGES**

**Section 19.A** - Authorized Agents of the bargaining unit shall have access to the employer's establishment during reasonable 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 not interruption of the District's working schedule. The appropriate administrator shall be notified prior to such visits.

## **ARTICLE XX - NO STRIKE**

**Section 20.A** - The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate in any strike, work stoppage, slowdown, picketing, or join in any strike, work stoppage, slow down, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

**Section 20.B** - In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work of employees under the Union's jurisdiction. This obligation and the obligations set forth in Section A above shall not be affected, or limited by, or subject to the grievance provisions of this Agreement.

## **ARTICLE XXI - SAVING CLAUSE**

**Section 21.A** - If any article or section of this Agreement shall be held invalid by law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

## **ARTICLE XXII - CLASS ATTENDANCE**

**Section 22.A** - All new custodians hired after the ratification of this Agreement will receive basic custodial orientation to include housekeeping skills, building security, emergency procedures and routing task assignment. This orientation shall be conducted by the qualified Chief Custodian at the site where the new employee is assigned. Said orientation shall include up to a maximum of eight (8) accumulative hours during the probationary period of employment. New employees must successfully complete the basic custodian orientation, which may include a comprehensive written test, in order to complete the probationary period and to be eligible to bid on open positions.

**Section 22.B** - If the employee is required by the District to attend classes beyond working hours, said classes will be paid at the employee's rate of pay per hour for attendance time.

**Section 22.C** - Each year when needed and appropriate, staff development will be offered to custodians and maintenance workers by the District at no cost to the employee.

## **ARTICLE XXIII - WAGES UNDER THIS AGREEMENT**

**Section 23.A** - Wages for all job classifications are contained in Appendix B herein and by this reference are considered part of this Agreement.

**Section 23.B** - Employees who have been employed by other public school districts in the State of Washington shall be given credit for years of service in other districts when considering placement on the salary schedule, as provided in RCW 28A.400.300(h). Former District employees who return to District employment will also have their prior years of service considered when determining their placement on the salary schedule, as provided in RCW 28A.400.300(l). This section does not pertain to seniority rights.

## **ARTICLE XXIV - DURATION**

**Section 24.A** - This agreement shall be in full force and effect September 1, 2007 through August 31, 2010.

# ARTICLE XXV - COMPLETE AGREEMENT

This Contractual Agreement is the complete Agreement between the parties hereto. Anything not contained herein shall not be construed to be part of this Agreement.

## Signature Page

FOR THE BOARD OF EDUCATION

FOR LOCAL 286 INTERNATIONAL

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEDERAL WAY SCHOOL DISTRICT

Appendix A-1  
Grievance Form A

(Type or print)

GRIEVANCE FORM  
LEVEL \_\_\_\_\_

The filing of a grievance at Level I must be within fifteen (15) working days from alleged occurrence. Successive appeals shall be according to the procedures outlined in Article XIV.

TO: _____ Appropriate Administrator	_____ Title
FROM: _____ Grievant	_____ Position or Title
_____ Home Address	_____ Home Phone
_____ City _____ Zip	_____
_____ WORK LOCATION	_____ DEPARTMENT OR GRADE

Date grievance occurred: \_\_\_\_\_  
Specific clause or clauses of the alleged violation of Agreement \_\_\_\_\_

**NATURE OF THE GRIEVANCE AND SPECIFIC EVENT GIVING RISE TO THE GRIEVANCE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACTION OR REMEDY REQUESTED:**

\_\_\_\_\_  
\_\_\_\_\_

_____ Signature of Grievant	_____ Date	_____ Date received by Appropriate Administrator
--------------------------------	---------------	--

Appropriate Administrator will forward copies to:  
Immediate Supervisor, Director of M & O,  
Director of Human Resources, Superintendent or Designee  
Grievant, Union - Local 286, Negotiations Consultant

Initials of Appropriate  
Administrator \_\_\_\_\_

FEDERAL WAY SCHOOL DISTRICT

Appendix A-2  
Grievance Form B

(Type or print)

**GRIEVANCE RESPONSE FORM  
DECISION OF APPROPRIATE ADMINISTRATOR**

Within ten (10) working days of receipt of the written grievance, the appropriate administrator shall meet with the grievant in an effort to resolve the grievance. The appropriate administrator shall deliver a written decision to the grievant within ten (10) working days after the meeting is held.

TO: \_\_\_\_\_

Date Grievance Received \_\_\_\_\_

Level: \_\_\_\_\_

Date of Supervisor-Grievant Meetings \_\_\_\_\_

**DECISION AND REASONS THEREFORE:**

---

---

---

---

---

---

---

---

Date of Decision: \_\_\_\_\_

\_\_\_\_\_

Signature and Title of  
Appropriate Administrator

**Appropriate Administrator will forward copies to:  
Immediate Supervisor, Director of M & O,  
Director of Human Resources, Superintendent or Designee  
Grievant, Union - Local 286, Negotiations Consultant**

FEDERAL WAY SCHOOL DISTRICT

Appendix A-3  
Grievance Appeal Form B

(Type or print)

GRIEVANCE APPEAL FORM  
LEVEL \_\_\_\_\_

Appeals shall be made in accordance with the procedures outlined in Article XIV.

TO: \_\_\_\_\_  
Appropriate Administrator Title

FROM: \_\_\_\_\_  
Grievant Position or Title

Home Address Home Phone

City Zip

WORK LOCATION DEPARTMENT OR GRADE

The Aggrieved appeals the attached grievance dated \_\_\_\_\_ to Level \_\_\_\_\_.

Signature of Grievant/Union

Date

Date received by  
Appropriate Administrator

Title

A COPY OF THE RELEVANT GRIEVANCE MUST BE ATTACHED TO THIS FORM.

**Federal Way Public Schools**  
**International Union of Operating Engineers (IUOE)**  
**SALARY SCHEDULE**  
**September 1, 2007 - August 31, 2008**

		Level			
		1	2	3	4
0	A Custodian	\$13.08	\$13.43	\$13.77	\$14.12
1	B Secondary Custodian	\$14.04	\$14.44	\$15.05	\$15.80
2	C Elementary Custodian Truman Custodian Permanent Substitute Custodian	\$14.72	\$15.12	\$15.68	\$16.35
3	D Middle School Night Lead Custodian		\$15.21	\$15.96	\$16.92
4	E High School Night Lead Custodian		\$15.79	\$16.48	\$17.52
5	F Semi-Skilled Maintenance Grounds Helper	\$15.70	\$16.05	\$16.39	\$16.72
6	G Elementary Head Custodian		\$16.46	\$17.06	\$17.81
7	H Middle School Head Custodian Truman Head Custodian Carpet/Floor Lead		\$16.53	\$16.94	\$18.66
8	I High School Head Custodian		\$17.82	\$18.49	\$19.52
9	J Equipment Operator Stadium Caretaker			\$18.41	\$19.05
10	K Skilled Maintenance			\$20.82	\$21.72
11	L Maintenance & Grounds Technician			\$22.17	\$23.14
12	M Warehouse			\$23.66	\$24.36
13	N Electrician, Plumber, HVAC Technician				\$25.02

2007-08 Salary Increases:

Cost of living adjustment of 3.7% pursuant to Initiative Measure No. 732, as adopted by WA State Legislature plus one-quarter of one-percent (.25%), for a total of 3.95%

2008-09 Salary Increases:

Cost of living adjustments pursuant to Initiative Measure No. 732, as adopted by WA State Legislature 2008-09 currently adopted at 2.8% -- subject to revision during the 2007-08 legislative session plus one-quarter of one-percent (.25%), for a total of 3.05%

2008-09 Salary Increases:

Cost of living adjustments pursuant to Initiative Measure No. 732, as adopted by WA State Legislature plus one-quarter of one-percent (.25%), total to be determined in 2008 Legislative Session

**Federal Way Public Schools**  
 International Union of Operating Engineers (IUOE)  
 SALARY SCHEDULE  
**September 1, 2008 - August 31, 2009**  
*subject to revision by the Washington State Legislature*

	Level			
	1	2	3	4
0 A Custodian	\$13.48	\$13.84	\$14.19	\$14.55
1 B Secondary Custodian	\$14.47	\$14.88	\$15.51	\$16.28
2 C Elementary Custodian Truman Custodian Permanent Substitute Custodian	\$15.17	\$15.58	\$16.16	\$16.85
3 D Middle School Night Lead Custodian		\$15.67	\$16.45	\$17.44
4 E High School Night Lead Custodian		\$16.27	\$16.98	\$18.05
5 F Semi-Skilled Maintenance Grounds Helper	\$16.18	\$16.54	\$16.89	\$17.23
6 G Elementary Head Custodian		\$16.96	\$17.58	\$18.35
7 H Middle School Head Custodian Truman Head Custodian Carpet/Floor Lead		\$17.03	\$17.46	\$19.23
8 I High School Head Custodian		\$18.36	\$19.05	\$20.12
9 J Equipment Operator Stadium Caretaker			\$18.97	\$19.63
10 K Skilled Maintenance			\$21.46	\$22.38
11 L Maintenance & Grounds Technician			\$22.85	\$23.85
12 M Warehouse			\$24.38	\$25.10
13 N Electrician, Plumber, HVAC Technician				\$25.78

**International Union of Operating Engineers, Local 286**  
**Federal Way School District No. 210**

2007-08 Salary Increases:

Cost of living adjustment of 3.7% pursuant to Initiative Measure No. 732, as adopted by WA State Legislature plus one-quarter of one-percent (.25%), for a total of 3.95%

2008-09 Salary Increases:

Cost of living adjustments pursuant to Initiative Measure No. 732, as adopted by WA State Legislature 2008-09 currently adopted at 2.8% -- subject to revision during the 2007-08 legislative session plus one-quarter of one-percent (.25%), for a total of 3.05%

2008-09 Salary Increases:

Cost of living adjustments pursuant to Initiative Measure No. 732, as adopted by WA State Legislature plus one-quarter of one-percent (.25%), total to be determined in 2008 Legislative Session