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**OPERATING ENGINEERS LOCAL #286**

**AND**

**FRANKLIN PIERCE SCHOOL DISTRICT #402**

**AGREEMENT**

This Agreement shall conform in all respects to the letter and spirit of the laws of Washington as presently constituted and as hereafter amended.

This Agreement is made and entered into this first day of September, 2007, by and between the FRANKLIN PIERCE SCHOOL DISTRICT, NO. 402, hereinafter referred to as the Employer, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286, hereinafter referred to as the Bargaining Representative, and will remain in effect until August 31, 2010.

This Agreement shall continue in full force and effect until August 31, 2010, and thereafter from year to year, unless either party shall serve written notice of its intent to amend, modify or terminate the Agreement. Such notice to be effective shall be served not less than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereof.

**ARTICLE I - RECOGNITION**

THE FRANKLIN PIERCE SCHOOL DISTRICT, NO. 402, 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 in the Custodial Department. The Bargaining Representative shall be required to represent all the public employees within the unit without regard to membership in said bargaining unit.

Present members of the union must maintain continuous membership or pay normal union dues.

New employees must join the union after thirty (30) days of employment and remain a member for one hundred twenty days (120) thereafter. Between the 151st and 156th day of employment, the employee may, by certified mail, return receipt requested, notify the exclusive Bargaining Representative of his desire to withdraw from the local union. S/he must also notify the Employer of this intention to withdraw. After this withdrawal, s/he continues as an employee of the district.

No custodial work shall be performed by anyone other than custodians.

There shall be no active or passive action taken on behalf of the Employer to discourage union membership during the above-mentioned 156-day period.

## **ARTICLE II - MANAGEMENT RIGHTS**

Except as explicitly limited by a specific provision of this Agreement, the district shall continue to have the exclusive right to take any action it deems appropriate in the management of its business and direction of the work force in accordance with its judgment. All inherent and common law management functions and prerogatives that the district has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the district.

## **ARTICLE III - PROBATIONARY PERIOD**

**Section A.** A new employee shall serve a probationary period during which time he shall have no seniority rights.

**Section B.** Upon successful completion of probationary period, the employee shall be credited for all seniority acquired during the probationary period.

**Section C.** The probationary period shall be limited to eighty (80) workdays during which time the employee may be terminated; after that time, an employee shall be made permanent.

**Section D.** Any substitute or relief employee who works thirty (30) days during a calendar year shall be included in the bargaining unit for negotiations on wages only. The substitute rates are as included in Appendix A. This is the only section of this Agreement that shall pertain to this type of employee.

**Section E.** A regular employee promoted to a position in a higher classification will be considered on a trial basis for the first forty-five (45) working days. For purposes of this section, "working days" means days when the employee actually works, not when the employee takes leave. The trial period may be extended for another forty-five (45) working days if the majority of the initial trial period takes place during the summer. At the end of the trial period, the employee may elect to return to the lower classification position previously held (at a location determined by the employer). At the end of the trial period, the employer may elect to return the employee to the lower classification position previously held (at a location determined by the employer) if the employee's performance does not meet expectations.

**Section F.** Termination of probationary employees as defined in this Agreement for any reason, is not subject to the grievance procedure.

## **ARTICLE IV - SENIORITY**

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

Within five (5) days after expiration of accumulated sick leave, if an employee is not medically fit to perform his/her regular assignment, he/she will terminate or apply for a general leave of absence as provided for in Article XII.

**Section B.** When the district determines that a position is open in the Custodial Department, a notice of such opening shall be posted as soon as possible, but not to exceed thirty (30) calendar days and posted in each school on the custodial bulletin board for a minimum of three (3) work days so that interested bargaining unit employees may submit written bids to express desire for such position. Vacant positions normally will be filled within fifteen (15) calendar days of the close of the bidding, unless the district decides not to fill said posted position. A copy of the job posting notice shall be forwarded to the union business office and to the building chief custodians, who will be responsible for posting on the custodial bulletin boards in their respective building. The union may request information on the status of the job posting notice. The union will be notified if a posted vacancy is not going to be filled. In the event of multiple openings, the District may elect to communicate with all affected custodians for the purpose of expediting the filling of the initial job openings and subsequent vacancies.

**Section C.** When filling the position among qualified employees, seniority within a classification for promotion, then by the date of hire seniority shall govern if written evaluations, qualifications, individual skill, physical fitness and ability to perform the work is approximately equal. Written evaluations, ability, qualifications, skill and physical ability shall be determined by the employee's work record and judgment of the supervisor. If there is no qualified bidder, the district may fill the position by selecting a person from the bid list or by rebidding the position or by hiring from outside the unit. A successful bidder shall be ineligible to bid again for ninety (90) calendar days unless bidding into a higher classification. An employee, who successfully bids on a higher classification temporary position, shall not accumulate the higher classification seniority while in the temporary position. The job posting shall be identified as "temporary" and state "seniority will not be earned while an employee is in a temporary position."

**Section D.** Employees bidding from a higher classification (higher rate of pay) shall receive first consideration on the position open for bid over employees bidding from a lower classification.

**Section E.** When it is necessary to reduce the work force, employees shall be laid off by seniority within the classifications (least senior employee first). Higher classified employees may bump into lower classifications by seniority, continuing through each classification. Effective September 1, 1985, when it is necessary to reduce the work force, part-time employees will be laid off first, before full time employees, for all new employees hired after the effective date.

**Section F.** Employees on leave of absence shall not lose their positions except in case of layoff if their seniority would not retain their position. Employees shall return to work at the expiration of their leave.

**Section G.** A seniority list of permanent full time and permanent part-time employees shall be furnished annually to the union and posted on the custodial bulletin board by October 15 of each year. The seniority list will include the employees classification seniority date.

#### **ARTICLE V - DISCRIMINATION**

**Section A.** The Bargaining Representative recognizes the school district is an equal opportunity employer and that it shall not unlawfully discriminate because of race, religious creed, color, national origin, ancestry, age, sex, or marital status.

**Section B.** No public employer or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

#### **ARTICLE VI - WORKING SHIFTS**

The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday, followed by two days of rest (Saturday and Sunday) except for those employees designated by the district who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive work days plus two days of rest that shall be treated as their Saturday and Sunday in that order. Each employee will be assigned in advance to a definite shift with designated beginning and ending times, except in emergencies and unusual circumstances.

All employees who work eight (8) hours per day shall take a thirty (30) minute uninterrupted, unpaid lunch period. These lunch periods shall be regulated so as not to interrupt the school district's daily work schedule. All eight hour shifts shall include a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

All hours worked more than the normal shift that totals more than forty (40) hours per week shall be compensated at the rate of one and one-half times the employee's base hourly rate. Employees called back to the district to additional service on regular work days shall receive no less than two (2) hours pay per call back at one and one-half times his/her base hourly rate, including traveling time.

For example, if an employee works one (1) hour on a call back, he or she shall be paid for two (2) hours at one and one-half times their base hourly rate. If an employee works three (3) hours, he or she shall be paid for this actual time worked at one and one-half times their base hourly rate. All employees called back for duty on Sunday shall receive compensation at the rate of two times their base hourly rate, pursuant to the same provisions mentioned above concerning call back on a regular working day. Call back shall be defined as follows:

When employees report for work and have been sent home or have completed their normal working day, it shall be considered that they have completed a day's work and they shall receive the overtime rates above mentioned if they are called back later to work during the day or evening.

All time worked on the seventh consecutive day or on Sunday shall be paid for at double time.

Employees who are required to work on a holiday, as defined in Article VIII, shall receive the pay due them for the holiday, plus one and one-half (1.5) times their base rate for all hours worked on such holidays.

Sick leave, vacations and paid holidays (falling on a work day) shall be counted as time worked for the purpose of computing overtime.

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to the employee in the higher classification, based upon the experience step.

In the absence of an employee with supervisory responsibilities (chief custodian, assistant chief custodian), custodians from within the school will be advanced to the position. For example, if the chief custodian is absent, the assistant chief will be assigned the chief's responsibilities and pay. On non-school days when custodians are all working a common shift (ie. breaks or training days), it will only be necessary to have one custodian with supervisory responsibility at each school. For example, during winter break, if the chief custodian is absent, the assistant chief will be assigned the chief's responsibility and pay; no one will be assigned to replace the assistant chief.

This bargaining unit, the district personnel policies and the department rules, as may be amended from time to time, shall be part of this Agreement.

No employee shall suffer any reduction in wages, benefits or other working conditions due to the enforcement of this Agreement.

Bargaining unit members will not be required to take compensatory time ("comp time") in lieu of overtime.

#### **ARTICLE VII - PAYROLL DEDUCTION FOR DUES**

Upon written authorization of any public employee within this bargaining unit, the public employer shall deduct from the pay of such public employee the monthly amount of dues, and only dues, as certified monthly by the secretary of the exclusive bargaining representative. This written authorization is revocable by the employee and the Employer will discontinue the deduction when the employee notifies the school district in writing that the authorization is at an end. The enrollment period for this deduction will be from September 1 to November 1 each year for regular employees and new employees will be given ninety (90) days from employment date to enroll for payroll deduction for dues. Employees will be given this notification and explanation of this payroll procedure by the Employer when employed.

The Bargaining Representative shall indemnify the school district against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the school district for the purpose of complying with any of the provisions of the payroll deduction.

## **ARTICLE VIII - HOLIDAYS**

**Section A.** Employees shall receive the following paid holidays if they occur during their employment year:

- |   |                            |
|---|----------------------------|
| 1. New Year's Day                                 | 7. Labor Day               |
| 2. Martin Luther King Jr's Birthday               | 8. Veteran's Day           |
| 3. Presidents' Birthday                           | 9. Thanksgiving Day        |
| 4. Friday of Spring Vacation (12-month employees) | 10. Day after Thanksgiving |
| 5. Memorial Day                                   | 11. Christmas Eve          |
| 6. Independence Day                               | 12. Christmas Day          |

**Section B.** In the event one of the holidays listed falls on a Saturday, the preceding Friday will be observed; and, if such holiday falls on Sunday, the following Monday will be observed.

**Section C.** Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both his/her last scheduled shift preceding the holiday and first scheduled shift succeeding the holiday and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the district that because of illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of illness has not been longer than thirty (30) days.

## **ARTICLE IX - VACATIONS**

Vacation days are earned by each employee. Each employee will earn vacation from month to month and will receive an updated balance of the amount of earned vacation on the pay warrant stub each month. No vacation can be taken before earned. Because custodians are usually not allowed to take vacation during the normal school year, for the purposes computing vacation days to be taken during the summer the district shall include the month of July for scheduling summer vacation. Two (2) days of existing eligible vacation per calendar year may be granted during the normal school year when requested in writing 48 hours in advance.

Employees will be allowed to hold over one (1) year's worth of vacation with approval of the "Cabinet-level" administrator for Support Services by April 1 in the year vacation will be held. Vacation may be held over for winter and/or spring break with approval of the "Cabinet-level" administrator for Support Services. In order to comply with state law, the district will pay employees for up to thirty (30) days of vacation at the time of retirement. However, vacation in excess of thirty (30) days may be taken as vacation before retirement.

The vacation schedules will take into consideration the employee request for vacation by seniority and will require that the Chief and Assistant Chief may not be on vacation at the same time. Final approval of vacation schedules shall be made by the "Cabinet-level" administrator for Support Services.

September 1 shall be considered the anniversary date for purposes of computing vacations.

Employees who commence work after September 1 shall receive prorated vacation. If the employee has been employed six full months as of September 1 of the employee's first year, the employee shall be credited with having completed one year for purposes of future calculation of years of completed service. If the employee has not been employed six months as of September 1 of the first year, the employee shall be considered to have completed one year on the following September 1 for the purpose of future calculations.

Vacations for regular twelve (12) month employees shall be granted on the following schedule for completed years of continuous service:

<u>Completed Years of Continuous Service</u>	<u>Days of Vacation</u>
1	10
4	15
10	20
20	22

Vacation for regular employees working less than full-time (12 months) shall be computed on a prorated basis. All days worked will be used in computing prorated vacations.

In cases of termination, except for cause, other than retirement, the employee shall be paid for his/her unused vacation days.

## **ARTICLE X - SICK LEAVE, EMERGENCY LEAVE**

### **Section A. Sick Leave**

Employees shall accumulate sick leave on the basis of one day per month pro-rated according to the daily hours worked by the employee. Unused sick leave shall accumulate from year to year.

This leave is granted in cases of illness, injury or emergency of a custodial employee.

Benefits will be expended on an hour for hour basis. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's daily work shift. Employees who are ill or injured may be required to present to the employer a doctor's certificate. This will usually not be requested until after the third consecutive work day.

Sick leave paid as sick pay due to illness and/or incapacity for any period extending beyond six calendar months, beginning on or after January 1, 1982, will be excluded from social security "wages and taxes."

Regular employees shall be allowed to use a maximum of five (5) days of sick leave per year for an emergency. An emergency is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the well being or the property of the employee, or for the serious illness of a member of the immediate family, defined as parent, spouse, child, sibling, mother-in-law, father-in-law, grandparent, grandchild, or aunt, uncle, niece, and nephew living in the employee's household. The emergency must be of such a nature that preplanning is not possible, or could not relieve the necessity for the employee's absence. Inclement weather, including a snow storm that results in the closing of schools, is not normally considered an emergency, except in unusual circumstances which otherwise meet the definition above as determined by the custodial service's supervisor. In all cases, the reason for the emergency absence shall be submitted on a time sheet along with the supervisor's approval.

As an added incentive for employees not to be off the job sick, the district will allow an additional day of vacation for every six (6) consecutive months that an employee does not use their sick leave. The days of vacation earned under this plan may be taken at winter or spring break only or during the regular summer vacation period as mutually agreed.

## **Section B. Family Illness or Bereavement**

### **1. Family Illness**

Each regular employee shall be allowed to use his/her accrued sick leave for not more than five (5) days during a year, when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members that necessitates the presence of the employee: spouse, parent, child, or siblings. Additionally, consistent with state law, an employee may also use his/her sick leave to care for: (a) his/her child with a health condition that requires treatment or supervision; or (b) his/her spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

If an employee's grandchild or other close relative has a serious, life-threatening condition that requires the employee's attention, s/he may submit a written, detailed request to the Custodial Supervisor to use sick leave for this purpose. It will be at the discretion of the Custodial Supervisor whether to grant the use of leave for this purpose.

The employee shall certify to the circumstances of the illness upon return to work. Such leave is non accumulative and is to be taken from sick leave.

For all leave provisions, a domestic partner will be treated as an employee's spouse if the employee meets the insurance coverage requirements or completes the affidavit of domestic partnership and meets the requirements, but does not apply for benefits with their partners with payroll.

### **2. Bereavement Leave**

Each regular employee shall be allowed a maximum of five (5) working days leave with pay for each death in the immediate family to attend the funeral or make arrangements for same. Immediate family is defined as: parent, spouse, child, sibling, grandparents, grandchild, mother-in-law, father-in-law. One day shall be allowed to attend the funeral of another relative.

When extended travel is necessary for an employee to attend the funeral or memorial service for a member of his or her immediate family or for another relative, the employee may submit a written request to the Custodial Supervisor asking to take up to two (2) days of vacation for this purpose. It will be at the Supervisor's discretion whether to grant the request.

### **Section C. Sick Leave Cash Out**

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she may cash out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave has been accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Public Employees Retirement System (PERS) or State Employees Retirement System (SERS).

## **ARTICLE XI - JURY DUTY**

When an employee covered by this Agreement is called for jury service in any municipal, county, state or federal court, he/she shall advise the school district upon receipt of such call, and if taken from his/her work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such services, provided, he/she exhibits to the district his/her properly endorsed check and permits the school district to copy the check or voucher he/she received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he/she received for such service from the amount he/she would have earned at this regular straight hourly rate during the regular working hours he/she missed while performing such service.

The same leave provisions as above shall apply if an employee receives a subpoena except however, if the employee or the union is a party to the proceeding, the employee shall not be entitled to leave with pay unless the employee is subpoenaed to testify on behalf of the district.

## **ARTICLE XII - LEAVE OF ABSENCE**

### **Section A. General Leave of Absence**

An employee may apply to the Human Resources Administrator for a general leave of absence from the school district after three years of continuous employment. General leave of absence shall be granted at the sole discretion of the school district.

### **Section B. Military Absences**

The school district will return to employment, without loss of seniority, employees (except temporary employees) in compliance with the Universal Military Training and Service Act, who have entered the Armed Forces of the United States and have satisfactorily completed their period of training and service under the various regulations governing said service, and

1. Are honorably discharged from such services;
2. Are still qualified to perform the duties of their respective positions;
3. Subsequent to the date of this Agreement, but within ninety (90) days after they are relieved of such service from hospitalization continuing after for a period of not more than one year, apply to the school district in writing for re-employment, unless it is mutually agreed to extend the time between their discharge and starting to work for the school district;
4. All employees filling vacancies caused by the induction into the service as outlined above will recognize the seniority of those returning from service and accept such changes in jobs, or loss in jobs, as are necessary as a result of such reinstatement of employee returning from such service.

### **Section C. Leave of Absence for Training Duty**

Employees of the school district who are members of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve shall be granted military leave of absence for up to fifteen (15) days with pay during each calendar year. Such leave shall be granted to report for active duty, when called, or to 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. To receive pay, the employee must present a copy of his or her written orders to his or her department head. Any time needed in addition to the fifteen (15) days shall be accounted for as vacation time or leave without pay.

### **Section D. Maternity Leave**

An employee who is disabled and unable to work due to pregnancy shall be granted maternity leave for the period of such disability on the same terms and conditions of any other disability. An employee returning from such leave shall be returned to the same or a similar job of equal pay, provided her seniority would entitle her to return.

## **ARTICLE XIII -DISCIPLINE, DISCHARGE OR TERMINATION**

The Employer has the right to discipline and discharge any employee for just and sufficient cause. The district shall give two weeks written notice in the event of a layoff stating the reasons for layoff. Any employee terminating voluntarily shall give the district two weeks written notice stating reasons for the resignation. The actual cost of a replacement substitute for the number of work days remaining during the two-week notice period, such amount to be deducted from monies due to the employee unless other arrangements are mutually agreed to.

## **ARTICLE XIV -GROUP MEDICAL AND WELFARE INSURANCE**

Recognizing that proper medical and welfare insurance programs are an essential portion of an employee's benefits, the school district shall select a proper package of insurance benefits. If the District convenes a benefits committee, the District will seek representation on the committee from IUOE Local 286.

The District will contribute the state health care allocation (less retiree carve-out) and \$57.71 per month for each full time bargaining unit member. Staff working less than 1.0 FTE will receive a pro rata share of the state allocation and a pro rata share of the \$57.71. For the 2008-09 school year, the additional amount the District will contribute for each full time bargaining unit member is anticipated to be \$65.97. If that figure is lower, the District will pay the lower figure. If the figure is higher, the District will pay the higher figure, up to \$70.

If the District increases this amount for any other bargaining unit or employee group during the term of this agreement, the higher amount will be passed through to this Agreement.

If the District's maintenance and operations levy does not pass, the requirement that the District pay the additional \$57.71 each month (or higher amount beginning in 2008-09) as described above shall be null and void for the following school year and thereafter, provided (a) the District and the Union meet and consult regarding continuance of this provision and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provision.

To gain maximum utilization of the state insurance benefits appropriation for union members, the district agrees to insurance pooling. The insurance pool will be distributed on a monthly basis to provide medical, dental, vision, and long-term disability insurance. Any remaining monies will be designated as the optional pooling money that will be divided on a FTE basis to each employee. This optional pooling money may be used for any district optional insurance programs available.

## **ARTICLE XV - GRIEVANCES AND ARBITRATION**

**Section A.** If an employee believes that there has been a violation of a specific provision(s) of this collective bargaining agreement, the employee shall take the matter up with his or her immediate supervisor and/or principal within ten (10) working days following the date the violation occurred. If the matter is not satisfactorily resolved, the employee may proceed to Step One of the formal grievance procedure.

### **Step One**

The aggrieved employee shall present the facts concerning the matter in writing, stating the provision(s) allegedly violated, to the "Cabinet-level" administrator for Support Services. This shall be done within twenty (20) working days following the date of occurrence of the grievance. The "Cabinet-level" administrator for Support Services shall respond in writing within ten (10) working days. If the employee is not satisfied or the matter not resolved, the employee may proceed to Step Two. The shop steward and/or union representative may help the employee at Step One.

### **Step Two**

The employee, with the help of the shop steward or union representative, may submit the matter in writing to the office of the Human Resources Administrator within ten (10) working days of receipt of the written response from the "Cabinet-level" administrator for Support Services. Within fifteen (15) working days following submission of the written grievance to the office of the Director of Personnel, the employer shall submit a written answer to the union and the aggrieved employee. If the employee is not satisfied and the matter is not resolved, the employee may proceed to Step Three.

### **Step Three**

If the grievant is unsatisfied with the disposition in Step Two of the grievance procedure, the grievant may, within ten (10) working days, and with the consent of the union, submit the matter to arbitration. Notice of intent to arbitrate shall first be provided to the district in writing.

Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration unless excluded by the other provisions of the Agreement or this Article.

To effectuate arbitration, the union shall request within the ten (10) working days a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, representatives of the district and the union shall, within ten working days, meet to select an arbitrator from said list. The selection shall be made by alternately removing one name at a time from the list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law.

The arbitrator shall render his decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have fifteen (15) working days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.) shall be shared equally by the district and the union.

The decision and/or award shall set forth the arbitrator's finding of fact, reasoning and conclusions on the issues submitted and shall be final and binding on all parties.

**Section B.** The grievant shall have the right to have a union Representative present during the formal discussion in Steps One, Two, and Three. Such discussion shall not interfere with the employee's normal duties.

**Section C.** Nothing contained herein shall be construed to prevent any employee from processing his grievance through Step Two without union representation. However, the district shall give the union the opportunity to be present at any formal step of the grievance procedure and make its views known.

**Section D.** Grievance hearings shall be held at reasonable times and places that do not conflict with the working day unless otherwise mutually agreed. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived.

**Section E.** Termination of probationary employees as defined in this Agreement for any reason, is not subject to the grievance procedure.

**Section F.** Time limits as set forth in this Article may be extended by mutual agreement.

#### **ARTICLE XVI - PENSION**

All classified employees who are employed in an eligible position are entitled to membership in and shall derive benefit from the State Employees' Retirement System in accordance with and pursuant to the Laws of Washington State and any amendments thereto authorizing and establishing this system.

The District agrees to allow all bargaining unit members to divert a uniform amount from their wages to be contributed to the Central Pension Fund as voted on by the members.

#### **ARTICLE XVII - EXTRA AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

#### **ARTICLE XVIII - BULLETIN BOARDS**

The Employer agrees to provide suitable space for the bargaining representative to use as a bulletin board but cannot supply the bulletin board itself. Posting by the bargaining representative on such boards is to be confined to official business of the unit.

## **ARTICLE XIX - INSPECTION PRIVILEGES**

Authorized agents of the bargaining representative 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 no interruption of the district's working schedule.

## **ARTICLE XX - WAGES UNDER THIS AGREEMENT    Salary Schedule A**

Wages for 2007-08 are as represented in the attached salary schedule, which includes an increase of 10 cents for each step plus a 3.7 percent increase for all positions. In addition to the 10 cent increase and the 3.7 percent increase, the schedule includes a new step 2 for column 5 which is 25 cents over step 1. For 2008-09, the District will increase all steps by 10 cents plus the state percentage increase for classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective. For 2009-10 the District will increase all steps by 10 cents and the state percentage increase for classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.

[The GATES/Administration/Small sites custodial position will be paid from column 02 and placed on the salary schedule]

Substitute wages will increase by 3.7 percent for the 2007-08 school year. Substitute wages will increase by 25 cents for the 2008-09 school year and 25 cents for the 2009-10 school year.

If the state grants a classified employee salary increase in any manner other than the percentage increase method used in the past, the parties agree to reopen solely for the purpose of applying such increase to the salary schedule.

After 10 years of service as a regular employee in the District, a member will receive a 15 cent per hour increase over step 04 for column 01, a 15 cent per hour increase over step 02 for column 5, and a 15 cent per hour increase over step 01 for columns 02 through 04 and 06-07. After 15 years of service as a regular employee in the District, a member will receive a 35 cent per hour increase over step 04 for column 01, a 35 cent per hour increase over step 02 for column 5, and a 35 cent per hour increase over step 01 for columns 02 through 04 and 06-07. If any other classified bargaining group receives a higher rate for longevity, this group will also receive the higher rate.

## **ARTICLE XXI - SAVING CLAUSE**

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. The parties shall meet at the request of either the district or the union, within ninety (90) calendar days, for the sole purpose of negotiating a replacement Article or Section for the one so declared invalid.

## **ARTICLE XXII - NO STRIKE - NO LOCKOUT**

It is agreed that under no circumstances will the union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike or other economic action, during the life of the Agreement. The district shall not lock out any employees during the term of this Agreement.

## **ARTICLE XXIII - NOTIFICATION OF NEW HIRES AND TERMINATIONS**

The District shall notify the Union of the names, addresses and telephone numbers of new hires and terminations in the Custodial Department as they occur.

## **ARTICLE XXIV - TRAVEL ALLOWANCE**

When the district directs an employee in writing to use his or her private automobile for school business, the employee shall be compensated at the district policy rate. Final authority shall be with the "Cabinet-level" administrator for Support Services.

## **ARTICLE XXV - PROPERTY LOSS AND DAMAGE**

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

## **ARTICLE XXVI - JOB DESCRIPTIONS**

For employees covered under the terms of this Agreement, the district agrees to negotiate the wages of new positions or the wages on current positions that have been substantially changed.

## **ARTICLE XXVII - WORKER'S COMPENSATION**

All employees are covered by the state laws governing Worker's Compensation. Employees of Franklin Pierce School District #402 are covered by a self-insured cooperative trust program, which has been approved by the Washington State Department of Labor and Industries. When an employee suffers loss of time due to injury or illness occurring on the job, the district grants full sick leave for the first three (3) days (waiting period), provided the employee has sufficient accumulated sick leave. If the employee has been off the job more than 14 consecutive days, the first three days will be paid by the Trust, and the used sick leave will be recredited to the employee. For each day, covered by workers' compensation, the employee may use accumulated sick leave to make up the difference between workers compensation payments and the employee's regular salary. In such instances, total pay will not exceed the employees regular pay.

## **ARTICLE XXVIII - PERSONNEL FILES**

Employees shall have the right to review material in their personnel files maintained in the District Human Resources Office during regular business hours. The employee may have a representative of the union accompany him or her, if so desired. Upon request, copies of the documents in the personnel file shall be provided to the employee at his/her expense.

Any critical, written matter or commendatory items shall be shared with the employee. The employer will notify the employee, in writing, of the critical matter that is placed in his or her file within ten (10) days of such action. Materials judged by the employee to be negative and/or derogatory, may be answered by the employee in writing. Such written responses shall be attached to the material in question and become a part of the personnel file.

#### **ARTICLE XXIX - EVALUATIONS**

**Section A.** The district and the union agree that the primary purpose of evaluation is the improvement of performance. Three essential elements of the evaluation process are fairness, communications and objectivity, which are to be used as guiding principles by the supervisor. Material used in the employee's evaluation is to be of a factual nature and based upon actual observation and documentation whenever possible. Evaluations incorporate compliments and suggestions for improvements.

**Section B.** The district will evaluate employees by August 31 annually or when appropriate. An employee may request an evaluation after ninety (90) days of the last evaluation. This evaluation will be completed within thirty (30) calendar days from the date of receipt of written request.

**Section C.** The chief custodian is to be included in providing input to the written evaluation of building custodians.

#### **ARTICLE XXX - TRAINING**

If a custodian is interested in taking a job-related course/training, s/he may submit a request in writing to the Custodial Supervisor asking that the District pay for the course/training and his/her wages while attending the course/training. It is at the District's discretion whether to approve such a request. Such requests must be made in advance of taking the course/training.

**ARTICLE XXXII - STATUS OF THE AGREEMENT**

This Agreement shall be in full force and effect from September 1, 2007 through August 31, 2010.

**FRANKLIN PIERCE SCHOOL  
DISTRICT NO. 402**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 286**

\_\_\_\_\_  
President  
Board of Directors

\_\_\_\_\_  
David M. Maxwell  
Business Manager

\_\_\_\_\_  
Dr. Frank F. Hewins  
Secretary, Board of Directors

\_\_\_\_\_  
Christian Dube  
Business Representative

# CUSTODIANS

## OPERATING ENGINEERS' SALARY SCHEDULE: 2007-10

STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN
	1	2	3	4	5	6	7
	Custodian	Elem Asst Chief*	MS Asst Chief	HS Asst Chief	Elem Chief	MS Chief	HS Chief
		GATES/Admin Small Sites					
<b>1</b>	14.54	15.34	15.75	16.37	17.21	18.32	18.74
<b>2</b>	14.82				17.46		
<b>3</b>	14.96						
<b>4</b>	15.07						
<b>10</b>	15.22	15.49	15.90	16.52	17.61	18.47	18.89
<b>15</b>	15.42	15.69	16.10	16.72	17.81	18.67	19.09

\*Any employee working in this job classification will be paid the entire work shift at the elementary assistant chief position.

Step 10 & 15 used for longevity increases only and not to be used as increment increases

Step 10: 10 years of service = 15 cents per hour increase over step 4 for col 1, step 2 for col 5 and step 1 for col 2, 3, 4, 6, 7

Step 15: 15 years of service = 35 cents per hour increase over step 4 for col 1, step 2 for col 5 and step 1 for col 2, 3, 4, 6, 7

Substitute/Temporary Custodians: \$10.04/hr, increasing to \$11.34 on the 31st day of employment