

**AGREEMENT**

**Between**

**FRANKLIN PIERCE SCHOOL DISTRICT NO. 402**

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 302**

**(Custodial Employees)**

**Term: September 1, 2019 to August 31, 2022**

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# INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #302

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, 2019 by and between the FRANKLIN PIERCE SCHOOL DISTRICT, NO. 402, hereinafter referred to as the Employer, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302, hereinafter referred to as the Union, and will remain in effect until August 31, 2022 .

This Agreement shall continue in full force and effect until August 31, 2022, 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.

### DEFINITIONS

The following terms and/or words as used within this Agreement shall have the following meanings:

**Employee:** Any person performing bargaining unit work except substitutes, work normally subcontracted, students and temporarily funded work programs.

**Regular Employee:** Any person performing bargaining unit work, working on a daily basis and filling a position which entails no less than five (5) calendar months of uninterrupted service per year.

**Employer or District:** Either of, or both, the Franklin Pierce School District No. 402 and/or the Board of Directors of the Franklin Pierce School District No. 402.

**Union:** Shall mean the International Union of Operating Engineers, Local No. 302, and/or the Union Representative.

**Day or Days:** Shall mean work days as applicable to the bargaining unit, unless the term "calendar day" is used or the context clearly indicates a different meaning.

**Date of Hire:** The date when the employee began continuous employment with the District as a regular employee.

**Probationary Period:** Employees hired into the bargaining unit shall serve a probationary period 80 days actually worked during the student calendar.

**Emergency:** An emergency shall be defined as an unforeseen, sudden or unpredictable situation where pre-planning is not possible.

**Longevity:** The total time served as an employee of the Employer without an approved break in service.

**Grievance:** A grievance is a claim by an employee and/or the Union that there has been a violation, misinterpretation or misapplication of a specific article or section of this Agreement.

**Seniority Date:** The date an employee is hired into a classification within the bargaining unit. (An employee's seniority date shall be recognized retroactive to such date only after having completed his/her probation period.)

**Substitute Employee:** An individual who works on an as-needed basis to replace regular employees on leave, or to fill a temporary need of less than thirty consecutive workdays.

**Temporary Regular Employee:** An employee who serves to fill temporary vacancies of ninety (90) days or less, where there is no existing regular custodian or substitute custodian available to fill the positions. Employees in these positions are paid according to Step 1, Column 1, of Appendix A, may become union members as provided in Article VI, and have the option to return to the substitute list at the end of the assignment. If, while in this temporary regular position, a permanent position becomes available, Temporary Regular Employees may bid on the open position and their seniority, for bidding purposes, shall be counted from the first day of the temporary regular assignment.

**Termination:** Separation of employment due to discharge for just cause, death, retirement, resignation, illness or injury.

## ARTICLE I - RECOGNITION

THE FRANKLIN PIERCE SCHOOL DISTRICT, NO. 402, recognizes the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302, as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all employees in the Custodial Department. The Union shall be required to represent all the public employees within the unit without regard to membership in said bargaining unit.

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

Substitute employees shall be covered only by those provisions of this Agreement that specifically refer to substitutes, or as required by law.

## 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 or she 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 and be eligible for bidding and/or promotion

**Section C** All new employees covered by this Agreement shall be on probation for eighty (80) days of work during the student calendar. During the employee's probationary period, the employee shall be provided informal performance feedback by his/her Chief/Asst. Chief or the appropriate support services administrator and shall be evaluated prior to the end of the probationary period. If such evaluation is not satisfactory, the employment of the probationary employee may be terminated at any time during the probationary period. Termination for any reason during the probationary period shall not be subject to the grievance procedure or Article XIII of this Agreement.

**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.

**Section E** A regular employee promoted to a position in a higher classification shall serve a trial service period of 45 actual workdays 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. During this time, the employee shall be evaluated and/or trained in the skills and requirements of the job assignment. The trial period shall be extended for another forty-five (45) working days if the majority of the initial trial period takes place during the summer. At any time during the trial period, the employee may elect to return to the lower classification position previously held (at a location determined by the employer). At any time during the trial period, the employer may elect to return the employee to the lower classification position previously held if it has not been filled, or the first open equivalent position (at a location determined by the employer) if the employee's performance evaluations do not meet expectations.

### **ARTICLE IV – FILLING OF OPEN POSITIONS**

**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.

**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 fifteen (15)

business days and posted electronically on the District's HRM application system. Employees are responsible for keeping their account active and indicating preferences to receive notifications of new postings. Postings will remain open on HRM for a minimum of five (5) workdays. 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. An electronic copy of the job posting notice shall be forwarded to every member of the Union, and employees will be responsible for monitoring their email to check for job posting notices. 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**

**Promotions** The most senior employee, by highest classification, shall have preferential rights regarding promotions, and filling of job assignment vacancies when qualifications, ability and/or performance are substantially equal with those individuals junior to him/her. Employees with a satisfactory evaluation shall be eligible to bid on promotional positions. The interview committee, at a minimum, shall include the building principal or designee, a union representative, and a member of the District's administration. Any bypass of seniority shall require approval from Human Resources and Notification in writing to the Union and Employee(s) of the reasons for the bypass.

**Lateral Positions** When qualified employees bid on lateral positions within the District, classification seniority shall govern. If there is no qualified bidder in the same classification, the vacancy will be filled based on the criteria set forth in Section C, above. A successful bidder shall be ineligible to bid again for forty five (45) actual working days, (the end of the trial period) unless bidding into a higher classification.

**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 or equivalent classification. Employees wishing to voluntarily demote to a lower classification must wait for an available opening.

**Section E** The District shall give two weeks written notice in the event of a layoff stating the reasons for layoff. 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 distributed to the Custodial List via email by October 15 of each year. The seniority list will include the employees' classification seniority date.

**Section H** 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 "higher classification seniority will not be earned while an employee is in a temporary position." Persons accepting a temporary position in a higher classification shall remain in the position until the original employee returns. The employee may choose to return to their regular assignment at any time during the temporary assignment, however, in that event, he/she shall not be eligible to bid on a temporary position for a period of one year.

In the absence of an employee with chief custodian or assistant chief custodian responsibilities, 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 (i.e. breaks or training days), it will only be necessary to have one custodian with chief custodian or assistant chief custodian 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.

The District will maintain a list of employees who are willing to be reassigned from another building to fill in for absent employees in the event there is no substitute available.

**Section F** The District shall endeavor to maintain a pool of "Committed Substitutes" adequate to cover absences of regular employees. Committed Substitutes shall be given first consideration for "on call" assignments, which shall be offered on a rotational basis. Committed Substitutes are expected to be available Monday through Friday to cover absences. As regular entry custodial positions become available, selection shall be made from the Committed Substitute pool according to seniority defined by total hours worked. If a Committed Substitute is deemed by the District, supported by legitimate reasons, not to be ready for a regular position, or if a junior candidate has demonstrably better qualifications, the Committed Substitute may be bypassed for another substitute or outside candidate with public school custodial experience. In that event, rationale will be provided to the substitute and Union. No Committed Substitute may be bypassed arbitrarily and capriciously.

If a Committed Substitute employee is notified of the District's intention to stop using him/her as a substitute, he/she may within five (5) business days, make a written request for a meeting with the department director to discuss the decision.

In addition to Committed Substitutes, the District may offer work to substitutes who do not commit to being available Monday through Friday ("Casual Substitutes.") However, such work will be offered first to Committed Substitutes.

## **ARTICLE V - WORKING SHIFTS**

The normal work schedule shall consist of five (5) consecutive workdays, 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 workdays 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.

During the 2019-20 school year the District may post one (1) new position to work more than eight hours per day and less than five days per week. The District and IUOE will meet by August 15, 2020 to review and discuss any needed adjustments or issues that arose and to evaluate permanent implementation.

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

Employees called back to the District for additional service 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. All extra work not continuous with an employee's regular work shift will receive this two (2) hour minimum.

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.

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 VII, 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.

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.

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 VI - UNION SECURITY AND DUES**

**Section A** Upon completion of the hiring process, the District shall provide the Union with access to an employee holding a position in the bargaining unit in accordance to the requirements of RCW 41.56.037. New employees and those employees who are not members of the Union may, at their election, join the Union by paying such initiation fee and regular monthly dues as are uniform for all members of the local union organization.

**Section B** An employee may revoke his or her authorization for payroll deduction of dues to the Union by providing both the District and the Union a signed statement of their intention to withdraw as a dues paying member of IUOE Local 302. Every effort shall be made to end the deduction on the first payroll, but not later than the second payroll, after the Employers receipt of said written revocation.

**Section C** The Employer shall notify the Union of all new hires subject to this Agreement within thirty (30) working days after their first day of hire.

**Section D** The District agrees to make payroll deductions of normal monthly Union dues and any optional Union sponsored programs upon receiving written authorization to do so from the employee on a form designed by the District for that purpose and upon having received notice from the Union of the amount to be deducted. The District shall then remit such deducted dues to the local Union by mailed check on a monthly basis.

**Section E** Duly authorized representatives of the Union may visit the work location of employees covered by this Agreement at reasonable time, provided that such visits do not interfere with the orderly and efficient operation of the District or the performance of employees' job duties.

**Section F** The Union shall indemnify the 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 District for the purpose of complying with any of the provisions of this Article. If the District incurs any legal fees or costs as a result of the Union's violation, or alleged violation, of federal and state laws regarding the deduction of dues and contributions, the Union shall reimburse the District for such fees and costs.

## ARTICLE VII - 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, or is in a paid status, 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.

**Section D** It is understood that leave taken adjacent to a holiday can cause a hardship to the District and members. Vacation and personal leave taken adjacent to a holiday must be pre-approved as set forth in Article VIII below. Sick leave taken adjacent to a holiday must be for bona fide illness or injury or emergency as set forth in Article IX. The District reserves the right to investigate suspected abuse of leave and to impose discipline if appropriate.

## ARTICLE VIII - 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. Vacation requests shall be submitted to the appropriate supervisor at least two (2) business days when school is not in session, and five (5) business days in advance while school is in session, except in case of emergency. Vacation during the school year may be approved, subject to the availability of substitutes or regular employees to cover the absence. Building teams may be asked to adjust their regular schedules as a condition of granting a vacation request during the school year.

Employees will be allowed to hold over one (1) years' 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 appropriate Support Services administrator.

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
25	23

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 IX - SICK LEAVE, EMERGENCY 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 workday.

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. The emergency must be of such a nature that preplanning is not possible or could not relieve the necessity for the employee's absence. 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. This provision may be reopened in the event that any state agency indicates in writing that this provision is out of compliance with state or federal laws.

Sick leave may be donated by employees to other employees of the District to the extent consistent with state law and District policy.

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 the appropriate leave as provided for in Article XI.

## **INCLEMENT WEATHER**

In the event of inclement weather conditions that necessitate the closing or delay of school, but do not result in a District-wide closure of operations, employees shall report to work at their regular start time, unless they are required to adjust their shifts to provide essential services or to allow employees to safely travel to and from work. Any employee who does not report to work shall be allowed the opportunity to use available vacation or emergency leave to compensate for hours missed.

On days when all District operations have been closed, custodians are generally considered essential employees and will be paid according to Board Policy. Employees required to report to work on a day when the District has closed all District non-emergency operations shall receive the pay due to them for the closure day, plus one and one-half times their regular rate of pay for all hours worked on closure days. Employees who are not called in to work as essential employees will receive their regular pay without loss of leave benefits.

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

### **1. Family Illness**

To the extent allowed by RCW 49.12.270, each regular employee shall be allowed to use any or all of his/her accrued sick leave or other paid time off to care for a child or family member of the employee as described in section (a) and (b) below:

- (a) A child of the employee with a health condition that requires treatment or supervision; or
- (b) A spouse, parent, parent-in-law, or grandparent of the employee 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.

For all leave provisions, a domestic partner will be treated as an employee's spouse if (1) the employee and his or her partner are state registered partners under Chapter 26.60 RCW, or (2) the employee completes the affidavit of domestic partnership and meets the requirements for, insurance benefits.

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

## **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, niece, nephew, sibling, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law. One day shall be allowed to attend the funeral of another relative or close personal friend.

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 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 X - JURY DUTY**

Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a witness in a judicial or administrative tribunal, the District shall grant to such employee a leave of absence for each day he or she shall be required to serve in such capacity. The employee shall notify the District of the fact that he or she has been called for such service immediately after he or she has been apprised. The employee shall present his or her supervisor with written evidence that he or she has been called for such duty. The period of time the employee is on leave of absence for such service shall be considered in all respect as time spent in the normal

employ of the District. Employees may retain daily juror stipends that are defined by state law as “reimbursement,” provided, if jurors ever receive any salary or compensation for jury service, or if the state auditor subsequently determines that jury stipends must be repaid, the District shall have the right to collect them.

## **ARTICLE XI - 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 District after three years of continuous employment. General leave of absence shall be granted at the sole discretion of the District.

### **Section B Military Absences**

The 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 District in writing for re-employment, unless it is mutually agreed to extend the time between their discharge and starting to work for the 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 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. Other birth or adoption leave may be taken pursuant to District policy and/or FMLA.

### **Section E Family Medical Leave Act/Washington State Paid Medical Leave**

The District agrees to comply with the terms of all federal and state laws entitling certain employees to unpaid and/or paid family and medical leave including the federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Act, and the Washington State Paid Family Medical Leave law (Chapter 50A.04 RCW). The District will provide information regarding the law, or information on where to access the law online, to employees as requested. Any unused sick leave must be used in conjunction with leave through the Family Medical Leave Act, before an employee goes into unpaid leave status. An employee must meet certain eligibility criteria set by the law, including having been employed by the District for at least one year, in order to be eligible for FMLA leave.

### **Section F Union Leave**

Union representatives may be authorized to use release time to transact Union business under the following conditions:

1. One week's notice shall be required of all such requests (which will be made to the employee's supervisor).
2. Approval of the employee's supervisor is required.
3. A maximum of five (5) days per year, eight (8) hours per day, will be permitted, for a total release time for the Union of forty (40) hours per year.
4. Only one member may be on release at any given time.
5. The Union will reimburse the District for the actual cost of the substitute employee during the period of absence.

The parties to this agreement recognize the value to both the Union and the Employer of having employees participate as part of the negotiations process. Therefore, the Employer agrees that employees who participate in bargaining as part of the Union's bargaining team shall be compensated at their normal hourly rate while participating in those joint collective bargaining sessions that occur during their normal working hours. Joint collective bargaining sessions shall be set at such times as to accommodate both parties and so as to not cause any other member of the bargaining unit to be compensated for overtime as a result of the session. This will be limited to a maximum of two (2) members of the bargaining unit.

## **ARTICLE XII - PERSONAL LEAVE**

Bargaining unit members shall receive two (2) personal leave days per year. Such leave shall be provided under the conditions described below:

- A. The purpose of the leave is to take care of personal matters which cannot be taken care of outside the workday.
- B. The leave must be arranged with the Department supervisor at least two (2) workdays in advance of the leave and no more than one (1) employee will be allowed to take the same day off, unless the supervisor determines that doing so will not adversely impact services.

If an employee chooses not to use his/her personal leave day(s), any leave not used by August 31 will be cashed out at the employee's regular rate of pay. An employee may not use more than one (1) day at a time without prior authorization from the employee's supervisor.

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

### **Section A Just Cause**

The Employer has the right to discipline and discharge any employee for just and sufficient cause (see Appendix B). Any dispute regarding the appropriateness of discipline may be resolved in accordance with the grievance procedure of this agreement.

### **Section B Progressive Discipline**

A progressive disciplinary policy will normally be followed by the District when deemed necessary to discipline an employee. Discipline may include, but is not necessarily limited to, the following steps, which are listed in order from least to most severe: (1) verbal warning(s), (2) written warning(s) or reprimand(s), (3) suspension, (4) termination. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action, and the District may impose discipline at a higher step up to and including termination if the District determines that the conduct is of sufficient severity to warrant such discipline. Other forms of discipline including but not limited to demotion may also be appropriate under the circumstances.

In respect to discharge or suspension the District shall normally give at least one (1) written warning letter of the complaint against such employee (except employees on probation) to the employee in writing and a copy of same to the Union, except that no warning letter need be given to an employee before he or she is discharged or suspended if the cause of such discharge or suspension is for theft, criminal conduct, dishonesty, insubordination, being under the influence of drugs or alcohol while on duty, inappropriate behavior toward students or coworkers, and/or issues of parallel magnitude as determined by the District.

### **Section C Termination**

Any employee terminating voluntarily shall give the District two weeks written notice stating reasons for the resignation.

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

Beginning January 1, 2020, all eligible bargaining unit employees will participate in the School Employee Benefits Board (SEBB) and the following provisions will become null and void:

Recognizing that proper medical and welfare insurance programs are an essential portion of an employee's benefits, the 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 302.

The District will contribute the state health care allocation and the retiree carve-out for each full time bargaining unit member provided the carve-out does not exceed \$75 per month. Staff working less than 1.0 FTE will receive a pro rata share of the state allocation and a pro rata share of the carve-out.

If the District's maintenance and operations levy does not pass, the parties agree to re-open negotiations on the carve-out.

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 Grievance Steps**

#### **Step One**

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 employee did not know of the violation on the date it occurred, this time period shall begin to run on the date the employee knew or reasonably should have known of the facts supporting the alleged violation. The employee may have a Union representative present during this discussion. "Immediate supervisor" shall be defined as the member of the District's management staff who most directly supervises the work of the employee and who is not a member of the bargaining unit. If the matter is not satisfactorily resolved, the employee may proceed to Step Two of the formal grievance procedure.

#### **Step Two**

If no resolution of the grievance is reached at Step One, The Union may advance the grievance in writing to the "Cabinet-level" administrator for Support Services. This shall be done within ten (10) working days following the Step One meeting. The written grievance must contain at least the following:

- Name of grievant
- Statement of grievance
- Date violation occurred
- Reference to Article and/or Section of the Agreement that has claimed to have been violated, misrepresented or misapplied
- Remedy sought

A meeting shall be held to discuss the grievance within ten (10) working days of the day the written Step Two grievance was received. The "Cabinet-level" administrator for Support Services shall respond in writing within ten (10) working days of the Step Two meeting. If the grievance is not resolved, the grievance may proceed to Step Three.

#### **Step Three**

If the grievance is not resolved at Step Two, the grievance may be advanced in writing to the office of the Executive Director for Human Resources within ten (10) working days of receipt of the Step Two written response. Within fifteen (15) working days following submission of the written Step Three grievance, the employer shall submit a written answer to the Union and the aggrieved employee. If the matter is not resolved, the grievance may proceed to Step Four—Arbitration.

#### **Step Four**

If the grievance is not resolved in Step Three of the grievance procedure, the Union may, submit the matter to arbitration. Notice of intent to arbitrate shall be provided to the District in writing within ten (10) working days of the Step Three decision. Unless other arrangements are agreed to, the Union shall then initiate the arbitration process within five (5) working days by requesting in writing a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. This written request shall be copied to the District or its designated representative. 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.

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.

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.

If any procedural issue arises, including any issue regarding the arbitrability of a dispute, such issue may be submitted to the arbitrator by written motion of either party, and the arbitrator shall rule upon the issue prior to any hearing on the merits. Nothing herein shall prevent either party from raising procedural issues at a later time.

The arbitrator shall render his or her 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** Grievance hearings shall be held at reasonable times and places that do not conflict with the working day unless otherwise mutually agreed.

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

## **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.

Should it be found that the District has under-contributed to the Central Pension Fund by diverting less than the uniform amount from bargaining unit members' wages mentioned above, the District shall provide the affected employees with notification of this error. The District and the affected employees shall work out a reasonable repayment plan that allows the District to recover the amount that should have been diverted from the members' wages. If the District and affected employees are unable to agree on a repayment plan, the District shall be authorized to deduct the total amount due to the Central Pension Fund from the affected employees' salaries in uniform amounts spread out over the following twelve (12) months. In the event that an affected employee separates from the District before full repayment is made, the full amount due shall be deducted from that employee's final paycheck.

## **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 Union to use as a bulletin board but cannot supply the bulletin board itself. Posting by the Union on such boards is to be confined to official business of the unit.

## **ARTICLE XIX - INSPECTION PRIVILEGES**

Authorized agents of the Union 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**

### **Section A Wages**

For the 2019-20 school year all wages on Schedule A will be increased by a total of twelve percent (12%) over 2018-19 wages. For the 2020-21 school year, wages will be increased by an additional one percent (1%) for Column 1, and two percent (2%) for Columns 2 through 7 on Schedule A. For 2021-22, all wages on Schedule A will be increased by an additional two percent (2%). If the state-funded inflationary factor (IPD) exceeds two percent (2%) in 2021-22, wages will be increased by the greater amount.

If the state grants an inflationary adjustment in 2021-22 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.

### **Section B Longevity**

See Appendix A for the longevity rates applicable for the term of this Agreement.

## **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 - COVERED EXPENSES**

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.

Employees shall be provided credit for up to \$300 per year for the purpose of purchasing approved uniforms and approved footwear to be worn at work. Employees may purchase approved footwear using this credit only if they have an adequate amount of District approved uniforms to wear to work on a daily basis.

## **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 reimbursed by the Trust. Employees may request to "buy back" sick leave that was reimbursed by L&I. For each day, covered by workers' compensation, the employee may use accumulated sick leave to supplement worker's compensation payments.

## **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.

Derogatory materials from the employee's personnel file may be removed at the request of the employee after three (3) calendar years have elapsed since the material was placed in the file, except those materials which are disallowed from removal by State law or statute. The employee's annual evaluation shall be exempt from this provision. This provision shall not be construed to prohibit the District from maintaining records of investigations or discipline in files other than the employee's personnel file, nor shall this provision be construed as a limitation on matters which may be considered by the District or an arbitrator in determining the appropriate level of discipline for an act of employee misconduct.

## **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.

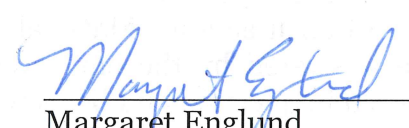
#### **ARTICLE XXXI - STATUS OF THE AGREEMENT**

This Agreement shall be in full force and effect from September 1, 2019 through August 31, 2022.

**FRANKLIN PIERCE SCHOOL  
DISTRICT NO. 402**

  
Cole Roberts  
President, Board of Directors

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302**

  
Margaret Englund  
Field Representative

  
Lance Goodpaster  
Secretary, Board of Directors

  
Kimi Skaggs  
Chief Shop Steward

## APPENDIX A

**FRANKLIN  
PIERCE  
SCHOOLS**

### Schedule 57 - IUOE

#### Custodians 2019/2020

	Column 01	Column 02 **	Column 03	Column 04	Column 05	Column 06	Column 07
	Custodian	Elem/Small Sites Asst Chief	MS Asst Chief	HS Asst Chief	Elem/Small Sites Chief	MS Chief	HS Chief
Step							
01	21.03	22.20	22.77	23.67	24.85	26.44	27.06
02	21.45	22.20	22.77	23.67	25.23	26.44	27.06
03	21.65	22.20	22.77	23.67	25.23	26.44	27.06
04	21.81	22.20	22.77	23.67	25.23	26.44	27.06
*10	22.31	22.70	23.27	24.17	25.73	26.94	27.56
*15	22.81	23.20	23.77	24.67	26.23	27.44	28.06
*20	23.31	23.70	24.27	25.17	26.73	27.94	28.56
*25	23.81	24.20	24.77	25.67	27.23	28.44	29.06

\*Steps 10, 15, 20, and 25 used for longevity increases only and not to be used as increment increases.

Step 10: 10 years of service = \$0.50 per hour increase over step 4

Step 15: 15 years of service = \$1.00 per hour increase over step 4

Step 20: 20 years of service = \$1.50 per hour increase over step 4

Step 25: 25 years of service = \$2.00 per hour increase over step 4

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

**Substitute/Temporary  
Custodians:**

19.98      Rate at 95% of 1st year custodial wages.

12% over 2018-19 per CBA; includes IPD

## **APPENDIX B**

### **What Does “Just Cause” Mean?**

Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following seven tests:

1. Did the District give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the District’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the District?
3. Did the District, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the District’s investigation conducted fairly and objectively?
5. At the investigation, did the District obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the District applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the District in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the District?