

Collective Bargaining Agreement

Between

Sumner School District No. 320

And

**International Union of
Operating Engineers, Local 286**

Custodians, Maintenance & Mechanics

Term: September 1, 2008 through August 31, 2012

International Union of Operating Engineers (IUOE) Collective Bargaining Agreement
Custodians, Maintenance and Mechanics
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PREAMBLE

This Agreement is made and entered into between Sumner School District No. 320 (hereinafter "District"), and the International Union of Operating Engineers, Local 286 (hereinafter "Union").

COMMON PROVISIONS

ARTICLE 1 - RECOGNITION AND COVERAGE OF AGREEMENT

- 1.1 The District hereby recognizes the Union as the exclusive representative of full time and regular part time employees employed in mechanic, maintenance and custodial classifications (including dual function employees), as defined by the Public Employment Relations commission, Case No. 3479-E-81-671, and excluding confidential, casual, on-call employees, and all employees employed in the Central Office.
- 1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as Assistant Superintendent, Administrative Assistant or Secretary, necessarily imply a confidential relationship to the Board of Directors or superintendent of the District; or any Supervisor, Director, Business Manager, secretarial-clerical employees, bus dispatcher, driver trainer or coordinators.
- 1.3 The bargaining unit to which this Agreement is applicable is as follows: (1) Mechanic general job classification; (2) Maintenance general job classification; (3) Custodial general job classification.

ARTICLE 2 - RIGHTS OF THE EMPLOYER

- 2.1 All management rights, powers, functions and authority shall remain vested exclusively in the District. It is expressly recognized that such rights, powers, authority and functions include but are by no means whatever limited to the full and exclusive control, management and direction of the District, the work performed and its employees. Included in such rights are the right to contract work and subcontract work, and to change, increase or eliminate procedures, methods, functions, equipment, facilities, as well as determining its work force, promoting, terminating, transferring employees or administering discipline.
- 2.2 The District and the Union agree that the above enumerations of management rights is for illustrative purposes only and not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law or common law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.
- 2.3 The exercise of these rights which are not in direct conflict with a specific provision of the Agreement shall not be subject to the grievance procedure.
- 2.4 It is further understood and agreed that failure to exercise any function herein reserved to it or retained by common law, or the exercise of any function in a particular way, shall not be

considered a waiver of the right to exercise such function either in the same or in any other manner which is not contrary to the specific provisions of this Agreement.

ARTICLE 3 - RIGHTS OF THE EMPLOYEE

3.1 An employee is entitled to have a union representative present at an investigatory interview by the District, if the employee or the District reasonably has reason to believe the interview might result in disciplinary action. If requested, a business representative of the union shall make him/herself available without unreasonable delay considering the circumstance.

3.2 The District shall establish a job description for each position in the bargaining unit. Job descriptions may be developed or revised at the discretion of the District. The District shall provide copies of new or amended job descriptions to each employee at the time he/she is assigned to a position or in the event a job description is amended. Should a position be eliminated, the job description pertaining to the particular position may be eliminated too.

3.3 Employee Evaluations

Each employee shall be evaluated at least once each year. Supervisor(s) or their designee shall review the evaluation with the employee no later than the end of the student year for part year employees. Full time employees shall be evaluated by the end of August each year. Evaluations will be personally discussed with each employee. Employees shall sign their evaluation. The employee's signature on the evaluation does not necessarily indicate concurrence with the evaluation.

3.4 An employee may request a second evaluation ninety (90) work days after the employee's annual evaluation has been completed.

ARTICLE 4 - NONDISCRIMINATION

4.1 Neither the District nor the Union shall unlawfully discriminate against any employees subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a disability with respect to a position, the duties of which may be performed efficiently by the individual without danger to the health or safety of the disabled person or others.

4.2 In the event the District finds that any conflict exists between a provision of this collective bargaining agreement and the intent or spirit of any requirement under the Americans with Disabilities Act of 1990, 42 U.S.C. 12102, et. seq., the District shall have the right to waive the provision of the collective bargaining agreement so found to be in conflict, so as to permit accommodations as provided by law.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

The Union and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slowdown, picketing, or any other restriction of work against the District, and will discourage any such activity. Employees, while acting in the course of their employment, shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment. The District will endeavor to provide safe conduct through said picket

lines. Disciplinary action, including discharge, may be taken by the District against any employee(s) violating this Article. Such disciplinary action shall not be subject to the grievance or arbitration procedures. However, in the event there is a dispute as to whether an employee(s) has violated this Article, arbitration may be invoked to settle that single question. The District shall not lock out members of the bargaining unit.

ARTICLE 6 - RIGHTS OF THE UNION

- 6.1 The Union has the right and responsibility to represent employees in collective bargaining as set forth in RCW 41.56.
- 6.2 The names, addresses and job classifications of employees in the bargaining unit will be provided annually on approximately October 1 to the Union and updated quarterly.
- 6.3 Visitation rights shall be granted to the designated representatives of the Union, to visit the employees in the appropriate bargaining units. Such visits shall not interfere with or interrupt the work flow. Union representatives shall notify the appropriate District director(s) of their arrival. The Union shall provide the District with a list of authorized union representatives.
- 6.4 The District will provide one hour release time for custodians to attend the union meetings, not more than four (4) times a year, provided there is not a function occurring at the building on that date.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.1 The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign employees to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Nothing in this Article shall be construed as a guaranteed work day or work week, except as provided in other sections of this Agreement.
- 7.2 Each employee shall be assigned to a shift and work week, which shall not be changed, except in emergency, without prior notice to the employee of one (1) calendar week, if practicable.
- 7.3 Each employee shall be assigned to a definite shift. The first shift is defined as any work shift beginning between 5:00 a.m. and 11:59 a.m. The second shift is defined as any work shift beginning between 12:00 noon and 9:59 p.m. The third shift is defined as any work shift beginning between 10:00 p.m. and 4:59 a.m.
 - 7.3.1 Each shift shall consist of eight and one-half (8 1/2) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period. The lunch period shall be as near the middle of the shift as is practicable. A fifteen (15) minute first half and a fifteen (15) minute second half rest period shall be granted. Rest periods shall occur as near the middle of each half shift as is practicable. When a rest period is earned no employee shall be required to work more than (3) hours without a rest period. In the event that an employee is assigned to a shift of less than

an eight (8) hour work day, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

- 7.3.2 Employees working second shift as defined in 7.3 above, shall be paid an additional twenty five cents (\$.25) per hour. Employees working third shift shall be paid an additional forty cents (\$.40) per hour. Employees who work less than an eight hour day shall not be eligible for additional hourly compensation. Night custodians with Saturday and Sunday first shift work as part of their work week will receive the night shift on those days.
- 7.4 Employees required to work through their regular lunch periods will be given another thirty (30) minute period to eat at a feasible time.
- 7.5 Employees temporarily requested to work a shift regularly filled by a higher classification employee for more than one (1) day shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary on the second day. Employees promoted to a higher classified job, shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary.

An exception to this Section shall be the Custodial general job classification. Employees in this classification requested to work in a higher classification shall receive the higher classification pay on the first day.

- 7.6 In the event of an unusual school closure due to inclement weather or plant inoperation, the District shall notify designated local radio stations to broadcast the school closure. School year employees do not report to work, the day will be made up later in the student year.

A school cancellation does not affect 260-day IUOE staff members. All 260-day staff members are expected to report to work if driving conditions permit. Employees may use vacation instead of reporting to work after consulting with their building administrator or the M&O office regarding student safety at the worksite.

- 7.7 Employees hired for a shift of less than two (2) hours, or employees called in to work extra, are guaranteed two (2) hours pay under the terms of this agreement. Upon completion of the assigned task, the remainder of the two (2) hours will be worked under the direction of the department director. Work will be confined to the employee's department.

7.8 **Overtime**

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable.

- 7.8.1 All hours worked in excess of forty (40) per week shall be compensated at the rate of one and one-half times the employee's hourly rate. For the purpose of overtime calculation a paid but unworked holiday, bereavement leave, sick leave, vacation and personal leave shall be considered as time worked. Holiday pay on a worked holiday is not considered in computation of overtime.

7.8.2 Employees, who are called back to work emergency services after leaving the premises, will receive no less than two (2) hours work at an overtime rate.

7.8.3 Custodial Overtime
Overtime opportunities in the building will be offered first to regular custodial employees in the building, subject to their availability to do the work.

ARTICLE 8 - HOLIDAYS

8.1 All employees shall receive the following paid holidays that fall within their work year:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day after Christmas
Friday during the week of Spring Vacation or floating holiday	

8.2 Unworked Holidays

Eligible employees shall receive pay equal to the job classification and pay status of the job they are performing during the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked both their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on both such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. Employees on unpaid leave of absence are not eligible for holiday pay.

8.3 Worked Holidays

Employees required to work on any above-described holiday, shall receive pay due them for the holiday, plus one and one-half (1/2) times their base rate, for all hours worked on such holiday.

8.4 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

8.5 Holiday dates may be changed by mutual agreement between the Union and the District.

ARTICLE 9 - VACATION

9.1 Each twelve (12) month employee shall receive paid vacations in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Days of Vacation</u>
<u>As of Date of Hire</u>	
1 – 4 years	12
5 - 9 years	17
10 years-20 years	22
20 years plus	23

Employees shall accrue one-twelfth (1/12th) their yearly vacation accrual for each month of employment. Vacation may not be taken during the probation period.

9.2 Vacations shall be scheduled by mutual agreement between the employee and the District.

9.3 Employees with the earliest hire date who are eligible for vacations shall have preferential rights within their general job classification for selection of vacation periods.

9.4 Employees will receive vacation pay for up to one hundred sixty (160) hours of vacation at the time of retirement. No accrued but unused vacation shall be paid to employees if terminated for cause.

9.5 Vacation time shall be paid in accordance with the employee’s daily work shift (prorated).

9.6 Vacations are not cumulative and must be taken between the anniversary date (when earned) and the following anniversary date, or shall be forfeited. However, full-time employees may carry over up to five (5) unused vacation days to be used during the next anniversary year.

9.7 Twelve (12) month employees may be compensated for up to three (3) days of unused vacation at the rate of 100% of the hourly rate of pay based upon their normal work day. Employees who wish to be compensated for unused vacation must notify the Payroll Office in writing by August 1st.

9.8 Three (3) days vacation for ten (10) month employees who are employed by October 1 and who complete the balance of the school year shall be paid on the year end pay warrant. The daily rate will be the ratio of an employee's normal scheduled workday to eight (8) hours.

9.9 Employees who terminate or are terminated after an anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to pro rata vacation pay at the rate of 1/12th of the applicable vacation pay for each completed month of service, for which vacation has been earned but not previously taken, except if said employee is terminated for cause.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 Sick Leave

10.1.1 Each regular employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick Leave shall be vested when earned and may be accumulated.

10.1.2 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

10.1.3 In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Such payments shall continue during the period of disability until the employee's sick leave is exhausted.

10.1.4 Use of Sick Leave for Family Illness

Pursuant to the Washington Family Care Act, the District will allow employees to use sick leave to take care of a member of the employee's immediate family where such illness is a serious health condition. For non-serious health conditions up to five (5) days of accumulated sick leave shall be granted for each occurrence where the employee's attendance is medically necessary. Immediate family is defined as spouse, child, parent, stepparent, grandparent, grandchild, sibling or parent-in-law.

10.1.5 Emergency Leave

Emergency leave of up to three (3) days annually shall be granted with pay. Emergency leave shall be deducted from sick leave. Emergency leave is noncumulative and may not be used to extend other leave, with the exception of bereavement leave, within this Agreement. An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being of the employee or employee's immediate family, or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Application for emergency leave shall be made to the Director of Human Resources or his/her designee. However, if it is impractical to do so, or if the Director is not available, application for emergency leave may be made directly to an employee's supervisor with a timely follow-up request to Human Resources.

Exclusions for which emergency leave may not be used include:

1. Weddings
2. Graduation/ceremonies where the employee is not a direct participant.
3. Political related activities.
4. Recreation related activities
5. Union business
6. Transportation problems, including weather conditions for local travel, with the exception of an accident.

10.2 **Bereavement Leave**

Each employee shall be entitled to a maximum of five (5) days per occurrence leave with pay for absence caused by death of a member of the employee's immediate family. The employee shall be entitled to three (3) days, per occurrence to attend the funeral, make arrangements for the funeral or grieve as needed. The additional two (2) days will be granted for travel or settlement of estate matters. Immediate family is defined as spouse, parent, child, stepparent, grandparent, grandchild, sibling, brother/sister-in-law or parent-in-law. One additional day which may be taken in increments, may be granted each year for bereavement occasioned by the death of an employee's friend outside of the immediate family, if the relationship was unusually close. Bereavement leave is noncumulative and shall not be deducted from sick leave.

10.3 **Maternity Leave**

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee and her medical advisor deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 10.1.1 above for the period of actual disability. Before returning to work, the employee must be certified by her physician as ready and able to return.

10.4 **Judicial Leave**

In the event an employee is summoned to serve as a juror or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in the court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less the amount received as pay by the court (excludes travel money). In the event that an employee is a party in a court action, such employee may request a leave of absence without pay or benefits.

10.5 **Leave of Absence - Without Pay**

10.5.1 Upon recommendation of the immediate supervisor and through administrative channels, and upon approval of the Superintendent or his designee, an employee may be granted a general leave of absence for a period not to exceed sixty (60) days; provided however, if such leave is granted due to extended illness, or other reasons

acceptable to the district, up to one (1) additional year may be granted. Leave of absence will not be granted for employment in another agency or institution.

10.5.2 Employees returning from leave of absence shall be assigned to the same position held prior to the leave, if the position exists, provided the leave of absence does not exceed the employee's length of active service, and provided the employee is qualified and has the ability to do the job.

10.5.3 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence and such leave shall be without any pay or benefits paid by the District.

10.5.4 The District shall apply this article in a manner consistent with the Family and Medical Leave Act of 1993.

10.6 **Military Service (National Guard/Reserve Duty) Leave**

10.6.1 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding twenty-one (21) days during each fiscal year.

10.6.2 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during nonwork days.

10.6.3 When military leave is granted, the employee shall receive his/her regular pay from the District.

10.6.4 Such paid leave shall be in addition to any vacation to which the employee might otherwise be entitled.

10.7 **Personal Leave**

Each 10-month employee shall be allowed two (2) days of personal leave per school year. Personal leave days may be used in increments of no less than one (1) hour. This leave shall be noncumulative. Notification for the leave shall be made to the employee's supervisor at least five (5) days in advance of the leave day and is granted on a first come first serve basis. A district supervisor may waive this requirement. No more than two (2) employees in one general job classification shall be allowed to take leave on any day, unless specific written authorization is granted by the supervisor. This leave shall be granted without loss of pay or benefits. The employee is not required to state the reason for the leave. Personal leave will not be classified as an absence for attendance purposes.

Employees who have worked the entire work year shall be compensated for unused Personal Leave days at the rate of 100% of the hourly rate based upon their normal workday. Payment will be made on the year-end pay warrant.

Personal leave shall not be granted during the first two weeks of each school year. Personal leave shall not be granted during the last two weeks of the student's school year for part-year employees, or the last two weeks of the fiscal year for full-year employees.

10.8 **Leave Sharing**

The District will comply with current statutory leave sharing provisions and leave sharing is available for all classified employees as a group.

ARTICLE 11 - PROBATION, SENIORITY AND LAYOFF PROCEDURES

- 11.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date"), as determined by the Board unless such seniority shall be lost as hereinafter provided.
- 11.2 Employees hired into the District shall be on probation during their first ninety (90) calendar days of employment from their last date of hire. Termination during the probationary period shall not be subject to the grievance procedure.
- 11.3 Upon completion of the probationary period, the employee shall be credited with seniority back to his/her hire date and the employee shall advance to the appropriate step on the salary schedule. Twelve (12) month employees shall move to their next step on September 1 following their last increase provided they were hired on or before March 1. Less than twelve (12) month employees shall move to their next step on September 1 following their last increase provided they were hired on or before January 1.
- 11.4 The seniority rights of an employee shall be lost for the following reasons:
1. Resignation
 2. Discharge
 3. Retirement
 4. Change in department to another general job classification within the bargaining unit.
- 11.5 Seniority rights shall not be lost for the following reasons without limitations:
1. Time lost by reason of industrial accident, industrial illness or judicial leave.
 2. Time on leave of absence granted for the purpose of serving in the armed forces of the United States.
 3. Time spent on other authorized leaves.
- 11.6 Seniority rights shall be effective within the general job classification, in each department of the bargaining unit. As used in this Agreement, general job classifications are those set forth in Article 1, Section 1.3.
- 11.7 Employees who change general job classifications within the bargaining unit shall retain their hire date in previous classifications until the employee has successfully completed the probationary period in the new classification, notwithstanding the fact that the employee has acquired a new hire date in the new general job classification.
- 11.8 To assure that employees are considered in filling any vacancies or newly created positions within this bargaining unit, the following procedures shall be used:

- A. Vacancies and new positions shall be publicized to the staff through a written notice which shall be posted in each building and through electronic mail for at least five (5) work days.
 - B. During such posting period, the District may temporarily fill the vacant position at its discretion. If there is no successful applicant for an open position, the District may fill the position at its discretion.
 - C. The District shall not be required to post more than two (2) successive positions after the initial opening which becomes open as a result of a successful bid. Provided however, that any position that provides a promotion shall be open for bid.
 - D. During the summer months, individual employees are responsible for checking with the Human Resources Office or electronic mail to determine availability of any open positions.
- 11.9 In the event of a promotion, layoff or transfer, the selection of employees to be promoted, laid off or transferred within a general job classification shall be in accordance with merit and ability to perform the available work. Primary consideration in such selections shall be the employee's attendance; evaluations and such objective criteria as may be available. In the event merit and ability are approximately equal, seniority shall prevail. In promotions, the most senior employee will be given first consideration and in case of layoff, the least senior employee will be laid off first. Employees who successfully bid on a job within his/her general job classification shall be ineligible for another bid for ninety (90) calendar days.
- 11.10 Should the District decide to lay off a non-annual employee, the District agrees to provide such employee with two (2) weeks notice. In the event such layoff occurs during the summer months while the employee is not working, the District will notify the employee and the Union of the layoff. Employees who have been laid off shall notify the District in writing, within ten (10) days of the layoff, if they desire to return to work or be recalled.
- 11.10.1 Employees who desire to be recalled shall have their name placed in a layoff pool for eighteen (18) months. Employees shall be recalled as openings occur in their general job classification in inverse order of their layoff provided such recalled employees have the ability to perform the work available.
 - 11.10.2 Employees who fail to respond to a recall notice within five (5) working days after having been notified of a job opening in their general job classification shall lose all seniority with the District. The District shall have no obligation to rehire such person.
 - 11.10.3 Employees in the layoff pool shall notify the District's administration office of their current address and telephone number, and of their desire to return to work. Failure to comply shall result in being dropped from the layoff pool and termination of all seniority rights.

- 11.11 Nothing in this Agreement shall preclude employees of other bargaining units or district employees outside of this bargaining unit from doing bargaining unit work on a temporary basis. Other bargaining unit employees will not be used to permanently replace any permanent employee of this bargaining unit.
- 11.12 For all purposes of this Agreement, regular employees are full-time employees or part-time employees assigned on a regular basis.
- 11.13 The Union recognizes that it has no jurisdiction over substitute work. The District will endeavor to recall laid off employees by seniority to substitute work. Laid off employees may not grieve or arbitrate issues surrounding substitute work.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

The District shall have the right to discipline or discharge an employee for just cause. Any question of just cause may be resolved in accordance with the grievance procedure hereinafter provided.

ARTICLE 13 – STAFF DEVELOPMENT

IUOE members shall receive a wage adjustment for successfully completing staff development workshops, training sessions, seminars and college courses as provided below:

AA Degree, Vocational/Journey Level Apprenticeship Certification	\$.25/hour
45 hours of contact time	\$.25/hour
90 hours of contact time	\$.50/hour
200 hours of contact time	\$250 stipend (one payment)
400 hours of contact time	\$250 stipend (one payment)
600 hours of contact time	\$250 stipend (one payment)

IUOE members who complete staff development hours by August 31 shall be responsible for providing documentation to the Human Resources office by October 1 to be calculated for salary placement. The October 1 salary placement will be retroactive to September 1. A second calculation will be done for documentation received by March 1, with any change in salary effective on March 1. Courses will be pre-approved at the discretion of the District.

Staff development work must be directly related to the employee’s job. For hours to be eligible for staff development contact time, prior written approval by the Human Resources Department is required. Degree work does not need pre-approval of the District. First Aid/CPR is excluded from this provision.

ARTICLE 14 - INSURANCE

14.1 Concept

The District’s program of insurance premium contributions will operate on a pooling basis and will be designed to deliver, to the extent feasible and as described below, full District payment of premiums for dental, vision, group term life, long term disability and medical insurance coverage. Eligible employees will also be able to select coverage beyond those paid for by the District, with the premiums paid by payroll deductions.

14.2 **Aggregate Insurance Pool**

The insurance pool will be calculated in the month of September (for September and October) and again in November and paid from November through August. The District's aggregate insurance pool contribution will be calculated at the rate of \$732.00 for the 2008-09 school year, per employee per month on an FTE basis for levy/program FTE and the State pass through amount for apportioned FTE for benefits. For any school year, the District may choose to reopen the contract to determine the contribution amount for the district/program funded FTE, if the legislative pass through amount is more than six percent (6%).

Family pooling options will be offered to any IUOE member in lieu of IUOE pooling on an annual basis. Family pooling across bargaining units may be offered where agreements with other units/associations exist.

14.3 **Eligibility**

Employees employed for .5 FTE (four (4) hours per day) or more will be eligible for the District's contribution toward insurance premiums and will be included in the District dental, vision, group term life, and long-term disability and will be eligible for the medical insurance plans. Employees will, by payroll deduction, pay the difference between the pro-rata (FTE) rate contributed by the District and the premium cost.

Employees hired before December 1, 2002 and employed for less than .5 FTE will be eligible for participation in the medical insurance plan only. If they elect such coverage they pay by payroll deduction the difference between the pro-rata rate contributed by the District and the premium cost. Employees hired after December 1, 2002 and employed for less than .5 FTE will not be eligible for a District contribution or participation under this section.

Employees as defined above shall be eligible for insurance contributions as set forth herein. Commencing on the first of the calendar month following a full month of employment, the District shall make health insurance contributions for eligible employees (e.g., for persons employed in September, coverage shall start on November 1; for persons employed during December, coverage will be for the month of February).

In light of the complexities of law, insurance plans, contribution data, and aggregate insurance pool calculations, the parties agree that, in the event of a dispute between the District and Union concerning the insurance pool, the subject of district insurance contributions shall be treated as a negotiable matter rather than a contractual matter.

14.4 **Menu of Plans**

- A. A group dental plan with orthodontia shall be provided for each employee who is .5 FTE or more, and the employee's eligible dependents.
- B. A vision insurance plan shall be provided for each eligible employee who is .5 FTE or more, and the employee's eligible dependents.

- C. A \$50,000 group term life insurance shall be provided for each eligible employee who is .5 FTE or more.
- D. A long-term disability plan shall be provided for each eligible employee who is .5 FTE or more.
- E. Employees and their eligible dependents may elect WEA Blue Cross, KPS Health Plans, or Group Health Cooperative Health Maintenance if the employee works .5 FTE or more.
- F. Each year, a vote shall be conducted to determine if eligible employees shall have access to VEBA accounts; such decisions shall apply to eligible employees who cash out sick leave annually or upon retirement or collectively bargained contributions that qualifies pursuant to VEBA eligibility rules.

Effective September 1, 2008, employees who complete twenty (20) years of continuous service with the Sumner School District will receive fifty (\$50) dollars per month paid by the District into a VEBA account. The VEBA account will be established the month following the employee's anniversary date.

- G. District contributions shall be made for basic benefits only as defined by the 1990 Legislature.

The District will continue to pay the Health Care Authority (retirees) carve-out for each employee (currently \$60.40 for the 08/09 SY) for the duration of the agreement. Regular part-time employees shall receive a pro-rated portion.

14.5 **Compliance**

It is the intent of the parties to comply with appropriate limitations imposed by regulations, statute, and the State Operations Appropriations Act, as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by state law or to subject the District to a penalty.

The parties agree to abide by state laws relating to school district employee benefits.

ARTICLE 15 - TRAINING PROGRAMS AND MEETINGS

- 15.1 The District considers the following training or certifications as job related and will pay for employees to receive and maintain certification. The District will select employees for each task and provide time and funding to receive or maintain training:
 - CDL Licensing for Maintenance staff when needed to drive district vehicles.
 - Backflow Certification
 - Freon Certification
 - Electrical Certification
 - Emissions Technician Certification

- 15.2 Employees who attend training courses required by state regulations or approved by the District shall be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus fees, tuition and transportation costs. Course attendance including remuneration, fees, tuition and transportation costs, if any, must have prior written approval by the Assistant Superintendent or designee.
- 15.3 All employees may be required to attend regular or special meetings, provided that each employee shall be paid at his/her regular hourly rate while in attendance at such mandatory regular or special meetings. Such payment shall be subject to the overtime provision.

ARTICLE 16 - UNION MEMBERSHIP

- 16.1 All employees whose work is .5 FTE or more, and those who are employed after the effective date of this agreement whose work is .5 FTE or more and who have completed their probationary period shall, as a condition of employment, join the Union for the duration of their employment with the District.
- 16.2 For purposes of this Article, union membership is satisfied if the employee pays appropriate initiation and representation fees to the Union or in the event of religious objections due to bona fide religious tenets, to a charity acceptable to the Union.
- 16.3 Notwithstanding any other provision of this Agreement, where an employee is assigned to perform work in two or more bargaining units, the employee, if obligated to be a member of the Union, shall join the bargaining unit wherein the employee works the greater amount of time. If a tie exists, the employee shall decide which unit to join.
- 16.4 The District shall, within twenty (20) days after an employee has completed his/her probationary period, notify the Union of the name and address of such employee and the location the employee normally reports to work.
- 16.5 Dues Deductions. The District agrees to make payroll deductions of normal monthly union dues, 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 mail check on a monthly basis. The Union shall hold the District harmless against any and all claims that may arise under this Article.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievance.
- 17.2 A grievance is an alleged violation or misinterpretation of the specific provision(s) of this Agreement. Any provision which is excluded from grievance or arbitration by a provision in this Agreement shall be excluded from this Article.
- 17.3 *Step One*

The employee shall discuss the alleged violation with the employee's immediate supervisor in a private conference within ten (10) working days from the date of the occurrence of the

grievance, or from the date the employee had first knowledge, or should reasonably have had first knowledge, of the grievance. The employee must indicate at this conference that this is a grievance matter. Every effort should be made to address the concern informally and/or to develop an understanding of the facts and issues in order to create a climate which will lead to a solution. The employee has a right to have a union representative present at all grievance meetings. The supervisor shall respond to the employee informally within ten (10) working days.

17.4 *Step Two*

Within ten (10) working days of the employee's receipt of the immediate supervisor's informal response in Step One, the employee will commit the grievance to writing on a Grievance Review Request form, sign it and submit it to his/her immediate supervisor. The Business Representative of the Union may assist the employee. The written grievance shall include: (1) the specific facts of the grievance; (2) the section(s) that have been allegedly misinterpreted or violated; and (3) the recommended solution to the grievance. The supervisor shall meet with the employee in an effort to resolve the grievance. Within (10) working days after receipt of the grievance, the supervisor shall communicate a written response to the grievant.

17.5 *Step Three*

If the grievant is not satisfied with the resolution at Step Two, he/she may, within ten (10) working days after receipt of the written response from Step Two, submit the grievance to the Executive Director of Human Resources or his/her designee. The Executive Director of Human Resources or his/her designee shall meet with the grievant in an effort to resolve the grievance. Within ten (10) working days after receipt of the grievance, the Executive Director of Human Resources or his/her designee shall communicate a written response to the grievant and the Union.

17.6 *Step Four*

If the grievant is not satisfied with the resolution at Step Three, the Union may, within fifteen (15) working days after receipt of the District's written response in Step Three and at the request of the employee notify the District of its intent to submit the grievance to arbitration and shall not file for arbitration until ten (10) working days after such notification. To effectuate arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. Upon receipt of the list of arbitrators, representatives of the District and Union shall, within ten (10) working days, select an arbitrator from said 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.

- A. The arbitrator shall limit his/her decision strictly to disputes involving the violation or interpretation of the express terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or in violation of an Attorney General's Opinion, unless the AGO is overruled by judicial action.

- B. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved, and the District.
- C. The fees and expenses of the arbitrator, the hearing room, etc., shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

The arbitrator shall render his/her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing brief.

- D. The arbitrator shall not have the authority to add to, modify, subtract from or otherwise alter the terms of this agreement.
- 17.7 Grievance hearings shall be held at reasonable times and places that do not conflict with the employee's working day unless otherwise mutually agreed.

17.8 Time Limits

Unless time limits as set forth are extended by specific mutual agreement of the District and the Union, the number of days within each step is the maximum. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Union to comply with any time limits specified in this procedure shall constitute waiver of the grievance.

ARTICLE 18 - EMPLOYEE TRAVEL

- 18.1 Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on per mile basis at the amount authorized by the IRS. Said reimbursement shall include cost of fuel, oil, insurance, maintenance and depreciation.
- 18.2 Employees required to remain overnight on District business shall be reimbursed for reasonable and necessary room and board expenditures.

ARTICLE 19 - SALARIES

- 19.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions and hours worked. Employees are required to participate in direct deposit for their monthly pay-warrants.
- 19.2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in the salary schedule attached hereto and by this reference incorporated herein.
- 19.3 For the purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour for all employees except bus drivers. Bus drivers will be compensated for actual time worked.

- 19.4 Payday is the last business day of each month. Employees will be paid twelve (12) equal payments based on their established contracted time. Substitutes, extra time, overtime, deduct time, leave usage and adjustments for L&I payments are made one (1) month after occurrence.
- 19.5 Employees transferred into positions at a lower rate of pay and grandfathered at their current salary, will not receive a pay increase until their current rate of pay equals the rate of pay for the position of the assigned work.

ARTICLE 20 – SPECIAL PROVISIONS - MECHANICS

- 20.1 The District will reimburse mechanics up to the sum of seven hundred dollars (\$700) per school year for tools which have worn out or have broken. To qualify, the tools must be registered with the District. This allowance can also be used to purchase safety or oil resistant shoes.
- 20.2 Mechanics will be eligible to receive reimbursement for expenses incurred under article 15.1 as they relate to the maintenance of a CDL license.
- 20.3 State Patrol Inspections - Failures would only be due to mechanic error, with compensation paid to each mechanic in the month following the inspection.
\$500 annual stipend for 100% passage during the Summer Inspection
\$250 annual stipend for 97-99.9% passage during the Summer Inspection

ARTICLE 21 - STATUS OF THE AGREEMENT

- 21.1 This Agreement shall become effective when ratified by the Union and the Board of Directors of the Sumner School District No. 320.
- 21.2 This Agreement shall supersede any rules, regulations or policies of the District which are specifically contrary to its expressed and specific terms.
- 21.3 In the event that any Article or Section of this agreement is found to be contrary to law or to an Attorney General's Opinion (AGO) or to the findings of a court of competent jurisdiction, such Article or Section shall be null and void and all other Articles and Sections shall continue in full force and effect.

The parties agree they shall, upon request of either party, meet to negotiate concerning a replacement Article or Section for any such Article or Section so invalidated.

- 21.4 This Agreement constitutes the full and effective agreement between the parties, acknowledging that the parties have had full and ample opportunity to advance all proposals in negotiations. It, therefore, concludes collective bargaining for its term except as provided in 23.2 and except that both parties may mutually agree to change or modify any Section through their voluntary, mutual written consent.

ARTICLE 22 - DURATION

- 22.1 The term of this Agreement shall be from September 1, 2008, to August 31, 2012.
- 22.2 The 2008-09 salary schedule may be found in Appendix A of this Agreement. Additional salary increases during the term of this agreement are as follows:
 - 2009-10 The salary schedule will be increased based on the Seattle Consumer Price Index (CPI) as identified by the Washington State Legislature for the I-732 COLA.
 - 2010-11 The salary schedule will be increased based on the Seattle Consumer Price Index (CPI) as identified by the Washington State Legislature for the I-732 COLA plus one-half percent (.5%) from the District.
 - 2011-12 The salary schedule will be increased based on the Seattle Consumer Price Index (CPI) as identified by the Washington State Legislature for the I-732 COLA plus one-half percent (.5%) from the District.
- 22.3 During the life of the agreement, the District will provide the greater of \$732.00 per eligible employee (as defined in Article 14.3) per month or the amount of the state pass-through for insurance benefits.
- 22.4 The parties shall enter into negotiations for a successor agreement no later than April 1, 2012.

FOR THE SUMNER SCHOOL DISTRICT

FOR THE UNION I.U.O.E LOCAL 286

Dr. Gil Mendoza, Superintendent

**I.U.O.E. Local 286
Dave Maxwell, Business Manager**

Date

Date

Appendix A
Salary Schedule 2008-2009

IUOE Mechanics, Maintenance & Custodians
Effective: September 1, 2008

CUSTODIAL

	Rates		
	Step 1	Step 2	Step 3
High School Head Custodian	\$18.43	\$18.74	\$19.05
Middle School Head Custodian	\$18.17	\$18.48	\$18.79
Elementary Head Custodian	\$17.49	\$17.80	\$18.11
Night Lead Custodian*	\$16.84*	\$17.15*	\$17.47*

* Wage includes premium for second shift.

	Step 1	Step 2	Step 3	Step 4
Custodian III	\$15.29	\$15.61	\$15.92	\$16.23
Night Custodian III*	\$15.54*	\$15.86*	\$16.17*	\$16.48*

* Wage includes premium for second shift.

Probation 10% less than Step 1 rate

Any custodian performing two (2) or more hours of painting work shall receive a twenty-five (\$.25) per hour premium. To qualify for the premium pay, custodians must coordinate painting with the maintenance office and specify painting hours on the time sheet.

MAINTENANCE

	Rates		
	Step 1	Step 2	Step 3
HVAC Controls Technician	\$23.80	\$24.64	\$25.47
Journeyman HVAC Technician	\$22.45	\$23.28	\$24.12
Journey-level Trades	\$21.51	\$22.34	\$23.18
Skilled Maintenance	\$20.46	\$21.30	\$22.13
Night Maintenance*	\$20.71*	\$21.55*	\$22.38*
General Maintenance	\$19.58	\$20.41	\$21.25
Grounds/Warehouse Technician	\$17.27	\$18.10	\$18.94
Stadium Caretaker	\$16.89	\$17.73	\$18.56

* Wage includes premium for second shift.

Probation 10% less than Step 1 rate

MECHANIC

	Rate
Shop Foreman	\$24.68
Diesel Mechanic	\$22.80
Mechanic III	\$21.25
Upholstery & Body Repair Technician	\$17.92

Probation 10% less than step 1 rate.

- Note:
- All substitutes shall be paid at the probationary rate unless otherwise provided.
 - Asbestos repair work will receive twenty-five cents (\$.25) per hour increase for time spent in such repair work.
 - A longevity premium of twenty-five cents (\$.25) per hour shall be paid to those employees who complete ten (10) years of continuous service with the Sumner School District. A premium of fifty cents (\$.50) per hour shall be paid at fifteen (15) years of continuous service with the Sumner School District. Longevity pay will be credited to the employee's anniversary date.

Central Pension

1. During the continuance of this collective bargaining agreement, the Employer shall pay into the “Central Pension Fund of the International Union of Operating Engineers and Participating Employers”, on the account of each full-time member of the bargaining unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Pension Fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum is defined and set forth on the following basis:

- a) Effective September 1, 2008, through August 31, 2012, the wages of each full-time member of the bargaining unit will be reduced by two percent (2%) per compensable hour to be remitted to the Central Pension Fund.

2. Obligations to the Fund

The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted.

The Employer and Union consent to and accept the terms, conditions and provisions of the Trust Agreement and as amended, creating said Fund. The Employer and Union agree that the Trustees named in said Trust Agreement and their successors are and shall be its representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

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

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