

COLLECTIVE BARGAINING AGREEMENT
between
White River School District No. 416
and
International Union of Operating Engineers, Local 286



Custodial & Maintenance

September 1, 2018 - August 31, 2021

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CUSTODIAL & MAINTENANCE
SEPTEMBER 1, 2018 - AUGUST 31, 2021

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Agreement Between
International Union of Operating Engineers, Local No. 286
Custodial/Maintenance
and
White River School District No. 416

September 1, 2018 - August 31, 2021

THIS AGREEMENT is made and entered into this first day of September, 2018, by and between the White River School District #416, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local No. 286, hereinafter referred to as the Union.

IT IS MUTUALLY AGREED:

ARTICLE I
UNION RECOGNITION

- 1.1 The White River School District #416 hereby recognizes the International Union of Operating Engineers, Local No. 286 as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all employees in custodial and maintenance departments.

ARTICLE II
UNION SECURITY

- 2.1 Membership in the Union shall not be mandatory, however, all employees choosing to become Union members shall be required to pay union dues as set out in the Union By-Laws. The employer shall provide the Union with the name, address, start date, and location of all newly hired employees working in positions covered by this Agreement.
- 2.2 The union agrees to indemnify and hold the Employer harmless against any claim resulting from the Employer's compliance with the provisions of this article.

ARTICLE III
PROBATIONARY PERIOD

- 3.1 A new employee shall serve a probationary period during which time he/she shall have no seniority rights.

- 3.2 The probationary period shall be limited to sixty (60) working days, no less than forty-five (45) working days of this period shall be served while school is in session. After that time an employee shall be made permanent or terminated. Working days for this section shall be defined as days the employee reports to work and works at least half of their scheduled work day.
- 3.3 Upon successful completion of the probationary period the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.
- 3.4 A regular employee moving to a higher job classification will serve a sixty (60) working days probationary period in the new classification, no less than forty-five (45) working days of this period shall be served while school is in session. At the end of the probationary period the employee will be evaluated. If the evaluation is negative, the employee may be dismissed or put back into his/her previous classification. Any negative evaluation must be supported by documented observation of the employee's work. Working days for this section shall be defined as days the employee reports to work and works at least half of their scheduled work day.

ARTICLE IV SENIORITY

- 4.1 Absence from a job due to sickness or accident shall not result in loss of seniority or seniority rights for a regular employee for twelve months.
- 4.2 When a position is open in any department, it shall be posted and notification shall be sent to all custodial & maintenance employees. The opening shall be posted for a minimum of seven (7) consecutive days. If a qualified applicant is not found from applications received within the posting period, a position may remain open until filled by a qualified applicant. In filling the opening, the Employer will take into consideration the following: seniority, experience, qualifications, past work record, and the ability to perform the work. Current custodial and maintenance employees shall be guaranteed an interview for any position for which they apply and for which they meet the minimum qualifications.
- 4.3 All vacant positions shall be posted or declared surplus within thirty (30) calendar days of the vacancy unless such vacancy occurs within the last sixty (60) calendar days in the student year.

4.4 When it is necessary to reduce the work force, employees shall be laid off from the bottom of the seniority list. Employees laid off from a higher classification shall have the right to displace an employee with equal or less hours in an equal or lower classification for which they are qualified, based upon their seniority. Classifications (highest to lowest):

- | | |
|------------------------------|--|
| 1. Maintenance Lead | 7. Middle School Plant Manager |
| 2. Maintenance Technician | 8. High School Night Lead;
Elementary Plant Manager |
| 3. Mechanic | 9. Grounds/Utility |
| 4. Skilled Maintenance | 10. Custodian |
| 5. General Maintenance | |
| 6. High School Plant Manager | |

Subject to management approval, employees may request voluntary layoff out of seniority order when a surplus is declared in their job classification. Employees who request, and are approved for, voluntary layoff will have all seniority under this article (Article IV) canceled.

- 4.5 Seniority shall prevail in the selection of shifts within a given building or campus, provided that all shifts in question fall within the same classification, and the employee can perform the core tasks relevant to the shift.
- 4.6 Temporary assignments and/or shift changes shall be in accordance with the procedure described in section 6.1 of this agreement.
- 4.7 All reassignments, lateral moves, or newly hired positions require the employee to remain in the new position for a minimum of 180 calendar days starting on the first day of actual work within the new assignment; exceptions may be requested to the Employer.
- 4.8 New Hires. Employees previously employed outside the district, as well as former employees of White River School District, shall be given credit for such service for purposes of leave and other benefits as if such employment occurred under this collective bargaining agreement. Such employees shall be placed on the salary schedule consistent with their relevant experience, provided their break in employment was not more than five (5) years. For purposes of seniority rights under Article IV, however, the hire date of such employees shall be the first day of their current term of employment, with no credit for past employment.

ARTICLE V MANAGEMENT RIGHTS

- 5.1 The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for just and sufficient cause.

The Employer shall have the right to reassign employees within the district between positions of like job classifications and general shift, provided the Employer establishes sufficient justification that said transfer is in the best interest of all parties. In such a case the employee may not bid on another position for 180 calendar days; exceptions may be requested to the Employer.

ARTICLE VI
WORKING HOURS, WAGES AND PERSONNEL POLICIES

- 6.1 All paid time in excess of forty (40) hours per week, or on the sixth (6th) consecutive day shall be paid for at the overtime rate of time and one-half (1-1/2X). All time worked on the seventh (7th) consecutive day or on Sunday shall be paid for at double time (2X). Any time an employee works forty (40) hours in a week, time worked in excess of the forty (40) hours will be paid at the applicable overtime rate.

Overtime and work out of classification shall be assigned in the following manner: First to those qualified on a voluntary basis, by seniority, highest to lowest, within the building, campus or department. Should no qualified employee within the building, campus or department accept the overtime or work out of classification the Employer will work to fill the position with qualified employees from other locations who have indicated interest in such work. If no regular qualified employee accepts the work the Employer will work to fill the opening with a qualified substitute. If coverage is not found within twenty-four (24) hours of the overtime or work out of classification needed the least senior qualified employee in the building, campus, or department shall work.

In an extreme emergency situation that requires an immediate response, for the purpose of security, safety, or if further damage may result to the building or campus, the supervisor may at his/her discretion require an employee, or employees, to respond without following the seniority protocol in order to provide a timely response, however, every attempt shall be made to follow seniority protocol whenever possible.

Beginning January 1, 2019 extra custodial work or voluntary custodial overtime that is less than two (2) hours shall include a fifteen dollar (\$15.00) "drive fee" if the employee is not already at work. Voluntary overtime opportunities shall be clearly defined and offered to employees in accordance with this Article.

- 6.2 The Employer and the Union shall not discriminate against an employee for serving in any capacity in the Union, nor shall an employee's job be jeopardized because of legitimate Union activities or principles, so long as such activities are not carried on during working hours so as to interfere with his/her work.
- 6.2.1 To augment staffing needs for summer grounds and maintenance work, the Employer may, at it's discretion, hire temporary summer workers. Current district employees may be hired without limitation as to hours of work. Any staffing hired from outside of the current employer pool, is limited to a total of 1000 hours per summer. This is not to provide coverage for employees on leave (illness or vacation). The Employer may request an extension, in writing, from the Union.

- 6.3 Call-in time will be paid at a minimum of two (2) hours pay at the appropriate overtime rate.
- 6.3.1 When an employee is called back to a building between the hours of 11:30 PM and 5:00 AM, the employee will be paid a minimum of three hours of pay at the appropriate overtime rate of pay.
- 6.4 Payment will be made in accordance with the Custodial/Maintenance Salary Schedule, Appendix A, attached hereto and made part of this Agreement. Annual salary shall be divided into twelve equal installments. Employees hired after the beginning of the fiscal year shall have annual salary divided by the pay months remaining in the fiscal year at the time of hire.
- 6.5 When an employee performs work in a higher classification than the employee's regular classification, the employee shall receive pay according to Article VI, Section 6.7. No continuing employee shall be paid less than their own hourly rate of pay for substituting in an equally rated position.
- 6.6 No custodial work shall be performed by anyone other than the custodians.
- 6.7 When an employee is hired for a higher job classification, he/she will be placed at a step which will allow a minimum one dollar (\$1.00) per hour increase in pay, provided such a raise is possible on the salary schedule and provided that such increase would not place the employee on a higher increment step than that currently held.
- 6.8 The Employer is to provide job descriptions for employees in the Custodial and Maintenance Departments. When the District creates a new position, or updates/modifies the job description of a current position, a copy shall be provided to the Union for the purpose of negotiating the classification and hourly rate.
- 6.9 Employees advance to the next increment annually on September 1. Newly hired employees advance to the next increment if they were employed at least one-half of their first work year.
- 6.10 Custodial and maintenance employees shall not supervise students. Students may assist the custodial staff if building activities warrant.
- 6.11 Each employee working a shift of 5 hours or more shall be entitled to a thirty (30) minute duty free lunch period. Lunch periods shall be scheduled as near the middle of the shift as is practicable. Should an emergency occur, causing the interruption of a lunch period, said employee shall be allowed to complete his/her lunch period as soon as is feasible after the interruption.

Each employee shall receive a fifteen (15) minute rest period for each three (3) hours worked. Rest periods shall occur as near the middle of each three (3) hour shift as practicable.

- 6.12 The Employer will make up to fourteen (14) days per year available for the bargaining unit for staff development and inservice during the term of the Collective Bargaining Agreement. Management will determine what inservice is appropriate for bargaining unit members and will inform the shop steward of opportunities and selections for such training. Input and recommendations from the labor/management committee will be considered in making those determinations.

The Employer will provide on an annual basis up to \$2500 for training, inservice and staff development. This fund may be applied to training necessary to maintain required licenses or certificates (see Section 6.14), or for other staff development needs as determined by the Employer or requested by employees. Individual requests to attend training programs must be approved by the Employer. This fund shall normally be used to pay for tuition, books, materials and other training costs. It is not intended to pay salaries except where the Employer requires the specified training.

- 6.13 Maintenance personnel shall be allowed to flex time shift hours when there is a mid-week shift change from swing shift to day shift. When this occurs, the affected employee will be allowed to start the next day shift up to three (3) hours after his or her normal starting time. In addition, he/she shall work a straight eight (8) hour shift with a paid lunch.

- 6.14 Job classification license requirements:

- (A) All Plant Managers and Leads are required to hold a current Class IV or Class V Boiler License.
- (B) Maintenance personnel assigned pest control duties are required to hold a appropriate licensure/certification.

Employees hired to a position requiring a license shall have six (6) months to comply with the requirements of this section. Upon mutual agreement between the Employer and the Union enrollment in a class within the six-month period shall also constitute compliance. Deadline for acquiring license may be extended by the Employer provided the employee is making a good faith effort to comply.

The Employer agrees to pay reasonable costs for tuition, books and required materials. Travel and meal costs will be the responsibility of the employee.

The Employer agrees to pay renewal fees for required or approved licenses. Employees holding a Class IV or Class V Boiler License that is not a requirement of their position shall be reimbursed for renewal of said license. Employees holding a CDL endorsement that is not a requirement of their position shall be reimbursed the incremental cost of the endorsement.

- 6.14.1 All employees whose duties involve driving Employer vehicles will accommodate the Employer in obtaining, at Employer cost, an annual Department of Licensing Abstract of Driving Record (ADR). The Employer will review the ADR's to ensure that each employee's driving record is in compliance with the recommendations of the Employer's property and liability insurer. Employee's driving records that do not comply with said recommendations will be subject to revocation of Employer vehicle driving privileges and potential suspension or termination.

- 6.15 The Employer shall make reasonable accommodations for training classes that are required to maintain certifications and job related licenses.
- 6.16 The Employer will make every attempt to hire substitute bus drivers for regular runs when a regular driver is out on leave. Mechanics may be assigned to drive regular runs in emergency situations when no other qualified driver is available.
- 6.17 The Employer agrees to review custodial work and area assignments with the Union when significant changes are made to or within a facility which impact workload, or upon request of the Union.
- 6.18 The Employer shall not require custodial staff to stay in buildings during storm closures, unless emergency measures require employee(s) to be present to protect the plant from storm, weather, or related damage.
- 6.19 The Employer shall provide maintenance and grounds employees an allowance of three hundred-fifty dollars (\$350) per year for work-related supplies.
- The Employer shall provide mechanics an allowance of seven hundred fifty dollars (\$750) per year for tool replacement. The Employer shall issue sufficient coverall sets and laundry services to provide mechanics a clear pair daily.
- 6.20 Labor-Management Committee. A Labor-Management Committee shall meet on a regular basis as mutually agreed upon to discuss areas of mutual concern, such as training needs, staffing levels, and other concerns. The committee will attempt to maintain a collaborative method of operation.
- 6.21 The Employer agrees to participate in the Western Washington Stationary Engineers' Trainee Training Trust for all employees.
- 6.22 Facility Use: The Employer and the Union have an interest and responsibility to ensure that all district facilities are properly heated, lit, ventilated and kept in a clean and sanitary condition. As a result, the Employer will establish a procedure that addresses appropriate rental rates, supervisory and custodial requirements, restrictions, security, etc., as well as the necessary forms and notifications required.
- 6.23 Employees who desire a transfer (a change from one building or campus to another) may file a written statement of such desire with Human Resources. All requests expire August 31st. An employee may reapply after August 31st. It is understood that a position shall not be vacated solely for the purpose of granting such a request.

- 6.24 A temporary (less than thirty (30) day) Plant Manager opening, such as one created by sick leave, personal leave or vacation leave, shall first be offered by the Plant Manager to custodians within their building or campus in seniority order, highest to lowest. If no custodian within the building or campus accepts the opening the Plant Manager shall notify the substitute coordinator. The substitute coordinator shall offer the opening, in seniority order, highest to lowest, to custodians district-wide that have expressed an interest in “moving up” to Plant Manager on an “as needed” basis. Offers shall be made in a rotating manner so all on the list have an equitable opportunity to move into the role of Plant Manager and so that buildings from which they are pulled are also rotated.

The list of custodians interested in moving into a temporary Plant Manager opening shall be comprised by the substitute coordinator each year no later than September 30th. A copy of the completed list shall be sent to all Plant Managers. After September 30th it is each custodians responsibility to inform the substitute coordinator if they wish to change their status, either be added to, or removed from, the established list. Revisions shall be sent to all Plant Managers indicating an effective date.

If no current custodian accepts a temporary Plant Manager opening the substitute coordinator shall open the position to qualified substitute custodians.

ARTICLE VII HOLIDAYS

- 7.1 The Employer shall recognize the following days as paid holidays:

- | | |
|---------------------------------------|-------------------------------|
| 1. Labor Day | 8. New Year’s Day |
| 2. Veteran’s Day | 9. Martin Luther King Jr. Day |
| 3. Thanksgiving Day | 10. Presidents’ Day |
| 4. Day after Thanksgiving | 11. Friday of Spring Break |
| 5. Day before or after Christmas | 12. Memorial Day |
| 6. Christmas Day | 13. Independence Day |
| 7. Day before or after New Year’s Day | |

All work performed on holidays shall be paid at double time (2X) in addition to the straight time for the holiday.

- 7.2 If any of the designated holidays fall on Saturday or Sunday, the Friday prior or the Monday following will be observed as the holiday, providing school is not in session. If school is in session, one additional day of vacation shall be added to the employees vacation.

ARTICLE VIII VACATION

- 8.1 Employees working in a full year position, two hundred sixty (260) days per year including paid holidays, shall receive paid vacation days based upon their year placement on the salary schedule of their classification or their years of service with the District, whichever is greater.

Year 1 = 10 of their days (prorated to percentage of yr remaining at time of hire)

Year 2 = 12 of their days

Year 3 = 12 of their days

Year 4 = 13 of their days

Year 5 = 14 of their days

Year 6 = 15 of their days

Year 7 = 16 of their days

Year 8 = 17 of their days

Year 9 = 18 of their days

Years 10 thru 14 = 20 of their days

Years 15 thru 19 = 22 of their days

Years 20 and above = 25 of their days

Employees must work for the Employer a minimum of six (6) months prior to using any accrued vacation. Employees working less than two hundred sixty (260) days per year, including holidays, shall not earn vacation. Employees moving from a vacation earning position to a non-vacation earning position that have a vacation balance shall have remaining vacation hours cashed out upon their move to the new position at the employee's current hourly rate.

- 8.2 Days worked and days paid for by reason of sick leave or paid vacation time shall be counted in computing vacations.
- 8.3 Vacations shall be taken under the following guidelines:
- A. At any time of year, employees shall request vacations at least five (5) workdays in advance for one week or less of vacation, and ten workdays in advance for more than one week of vacation, and shall be notified of approval or non-approval in writing or by email as soon as possible after the request is submitted. Employees are encouraged to make vacation requests as early as possible in advance.
 - B. Seniority shall prevail in the selection of vacation, except a senior employee shall not bump a junior employee once their vacation has been approved.
 - C. All vacations are subject to approval by the Employer and shall be submitted for approval.
 - D. Employees shall submit vacation requests through their supervisor/evaluator for approval. In the absence of the supervisor/evaluator (i.e. summer break) requests shall be submitted to the Human Resources Director.
 - E. The Employer will make every reasonable effort to accommodate employee wishes for selection of vacations, however, it is understood that no more than two plant managers and/or custodians may take vacation on a student day.
 - F. Employees requesting vacation during the summer may request to take all of their vacation at one time.

- 8.4 Vacations accrue on a monthly basis from September 1 to August 31. Employees are encouraged to use their vacation. Employees with a vacation balance in excess of thirty (30) days at the end of their work year may choose to cash-out a maximum of three (3) of those days annually at their current hourly rate by notifying the payroll department no later than August 31. Employees may not carry over more than thirty (30) days of vacation from year to year. Employee vacation balances exceeding thirty (30) days on September 1 will be reduced to that maximum in September of each year, unless an exception is granted for good cause.

ARTICLE IX LEAVES

- 9.1 Sick Leave and Family Illness. Each regular employee shall accumulate one (1) day of sick leave for each calendar month worked, up to twelve (12) days per year. An employee that works eleven (11) working days in any calendar month will be given credit for the full calendar month. Employees hired after the beginning of the work year will receive prorated days.

Leave days granted under this Section may be used for personal illness, injury, or emergency medical conditions or temporary disabilities, including those caused by or contributed to, by pregnancy, miscarriage, abortion, childbirth and the recovery thereof. An employee may also use this leave to care for a child of the employee with a health condition which requires treatment or supervision or a spouse, domestic partner, parent, parent-in-law or grandparent of the employee with a serious health condition or an emergency condition.

An employee must inform his/her immediate supervisor sixty (60) days prior to an expected absence due to childbirth or, when possible, any other planned disability such as surgery. The Employer may, at its discretion, require medical documentation of illness. An employee who has used all accumulated leave under this Article and who is beyond FMLA or WFLA protection, if available, must apply for a leave without pay as set forth in Section 11.1 and in accordance with Board policy. Notification of absences shall be in accordance with established Employer procedures. The Employer call-in procedure shall be equitable for all employees. The Employer shall participate in the attendance incentive program using the rule provided under W.A.C. law.

- 9.1.1 Effective at the end of the contract year each employee that has worked the entire contract year and not used any sick leave hours shall be paid an incentive of four hundred dollars (\$400).
- 9.2 Bereavement Leave. Each employee subject to this agreement shall be permitted to use five (5) days per occurrence of bereavement leave for absence caused by the death of a member of the employee's immediate family. Immediate family is defined as spouse, domestic partner, son, daughter, father, mother, sister, brother, in-law, grandparents, foster parents or foster children. One day of bereavement leave, per year, may be granted for absence caused by the death of a relative not mentioned herein, or of a close personal friend. Bereavement leave is non-accumulative and shall not be deducted from sick leave.

- 9.3 Personal Leave. Employees shall be granted three (3) days of personal leave per year. Requests shall be made to the employee's immediate supervisor for approval at least one (1) day in advance of the leave day. The supervisor may waive this requirement if prior notice was not possible. Personal leave shall not be deducted from sick leave and is non-accumulative.

Effective at the end of the work year employees shall be compensated for a maximum of two (2) unused Personal Leave days at the rate of one hundred percent (100%) of the hourly rate based upon their normal work day.

PERS I employees in the two years prior to retirement are not eligible for cash out. If the PERS I employee has already been paid for personal leave in the two years prior to retirement, that amount will be deducted from the employee's final paycheck.

- 9.4 Provisions of the Federal Family and Medical Leave Act shall apply to all employees working seven hundred fifty (750) or more hours per year. Except for this provision, all other aspects of FMLA shall be applied according to the statute as legally determined by the Employer.

The Federal Family and Medical Leave Act entitles eligible employees to take up to 12 weeks of unpaid leave each year for specified family or medical reasons. The Employer is required to maintain group health insurance coverage for an employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued to work. The Employer requires that, if you have paid leave available, it must be used as part of the twelve weeks of FMLA. Upon return from leave, the employee is entitled to be restored to his/her former position or one providing equivalent status, pay, benefits and terms and conditions of employment.

- 9.5 The Employer agrees to implement a leave sharing program consistent with State law.

ARTICLE X JURY DUTY

- 10.1 An employee shall be granted a leave of absence, without loss of pay, while serving as a summoned member of a jury, a witness in court, or is named as a co-defendant with the Employer. To be eligible for such leave, without loss of pay, the employee must furnish a written statement from the appropriate public official showing the date and time served.
- 10.2 Subpoena Leave: Subpoena leave with pay shall be granted when an employee is testifying on behalf of the Employer. Up to two day's leave with pay shall be granted when the employee is testifying as a disinterested third party.

ARTICLE XI LEAVES OF ABSENCE

- 11.1 General Leave of Absence: An employee may apply for a general leave of absence from the Employer through the School Board. General leave of absence shall be granted at the sole discretion of the Employer.
- 11.2 Military Absence: The Employer will return to employment, without loss of seniority, employees except temporary employees in compliance with the Universal Military Training 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 position,
 3. subsequent to the date of this Agreement, but within ninety (90) days after they are relieved of such service or from hospitalization continuing after discharge for a period of not more than one year, apply to the Employer in writing for re-employment. Unless it is mutually agreed to extend the time between their discharge and starting to work for the Employer.
 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 as are necessary as a result of such reinstatement of employees returning from such service.
- 11.3 Leave of Absence for Training Duty: Employees of the Employer shall be granted leave of absence with pay if called for military training. To receive this pay, the employee must present a copy of the written orders to the employee's department head. The leave with pay shall be the first fifteen days, and any time needed in addition to this shall be accounted for as vacation time or leave without pay.

ARTICLE XII HEALTH AND WELFARE

In response to the District being required to move to health care coverage through the State of Washington the parties agree to reopen the Agreement for the sole purpose of bargaining Article XII HEALTH AND WELFARE.

- 12.1 Recognizing that proper medical and welfare insurance programs are an essential portion of an employee's benefits, the Employer has established a District Benefits Committee in which the Union is a member. After taking into consideration recommendations from the District Benefits Committee, the Employer shall select a proper insurance package of health, welfare and life insurance. Employees may sign up for an insurance package during the open enrollment period. New employees may sign up for an insurance package within thirty (30) days of employment.

An employee who works 1440 hours or more per year will be considered full-time for purposes of receiving insurance benefits (Benefit FTE). Employees who work less than 1440 hours per year will receive a prorated share of this benefit.

Employees will receive an amount equal to the state insurance allocation, based on their Benefit FTE, minus the retiree carveout. Basic insurance benefits are determined through local bargaining and are limited by law to medical, dental, vision, group term life, and group long-term disability.

All employees choosing medical insurance shall pay a mandatory out-of-pocket share prior to receiving any insurance allocation. The employee's out-of-pocket share for the 2018-19 work year shall be a minimum of 5% of the premium for the medical plan the employee chooses. In subsequent years of this Agreement, the employee's out-of-pocket share shall be based upon recommendations of the District Benefits Committee and will be limited to a maximum of 2% increase per year, unless otherwise mandated by state law.

If an employee does not use an amount equal to the state insurance allocation as determined by legislature, minus the retiree carveout, then the difference between the actual amount needed for insurance by the individual employee and the amount equal to the state allocation, minus the retiree carveout, shall be allocated to an insurance pool. The insurance pool shall be calculated only in the months of September, October and November and shall be allocated monthly to each FTE employee up to the cost of his/her insurance package and shall be divided among employees working less than a full-time equivalent based upon their percentage of employment. After November, the Employer shall notify the Association if a recalculation should be made and shall provide documentation of the necessity of adjustment in order to maintain full compliance.

Pooling shall meet state requirements. The basic benefit package shall include dental, vision, life and medical.

- 12.2 The Employer shall provide the monies specified in Section 12.1 for employee insurance benefits. Such payments shall be made on a twelve month basis. Such payments may be used towards dental, vision, life and medical insurance (respectively). Dental and vision are mandatory for all employees. Employees working seventeen and one-half (17-1/2) hours or more in a week will receive mandatory life insurance and be eligible to choose medical insurance.

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 A grievance is a claim based upon an alleged violation, misinterpretation, or misapplication of specific provision(s) of this Agreement. A grievance must be filed within twenty (20) workdays of the alleged violation, misinterpretation, or misapplication of specific provision(s) of this Agreement. An employee who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal, because of such participation or intention. All documents, communications, and

records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

- 13.2 LEVEL 1: Appeal in person by the grievant to the evaluator of the employee, with or without the presence of Union representation. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the employee's evaluator. Within ten (10) workdays after the written grievance is presented to him/her, the evaluator shall render a decision in writing and present it to the grievant.
- 13.3 LEVEL 2: If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 1, or no decision has been rendered within ten (10) work days after the presentation of the grievance, he/she may file the grievance in writing with the Human Resources Director. Within ten (10) work days after the written grievance is presented to him/her, the Human Resources Director shall render a decision in writing and present it to the grievant. If the grievant does not file said grievance in writing within ten (10) work days after the decision at Level 1 is rendered, the grievance shall be considered waived.
- 13.4 LEVEL 3: If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 1, or no decision has been rendered within ten (10) work days after the presentation of the grievance, he/she may file the grievance in writing with the superintendent. Within ten (10) work days after the written grievance is presented to him/her, the superintendent shall render a decision in writing and present it to the grievant. If the grievant does not file said grievance in writing within ten (10) work days after the decision at Level 1 is rendered, the grievance shall be considered waived.
- 13.5 LEVEL 4: A grievance not settled at Level 3 of the grievance procedure may be appealed to arbitration provided:

Written notice of request for arbitration is made to the superintendent within fifteen (15) work-days of receipt of his/her answer to Level 3.

Within ten (10) working days after such written notice the parties shall jointly request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of his or her authority, be binding upon both parties.

Each party shall bear all costs of their own representative or attorney fees, producing their own witnesses, preparation of exhibits and other material to include the production of a record or transcript of the proceeding unless such record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by the Bargaining Unit and the Board of Directors.

**ARTICLE XIV
TRAVEL**

- 14.1 Employee Travel. Any employee required to travel from one site to another in a private vehicle, during working hours, shall be reimbursed for such travel at the I.R.S. rate on a per mile basis according to the WRSD Standard Mileage Chart.

**ARTICLE XV
EXTRA AGREEMENTS**

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

**ARTICLE XVI
WORKER'S COMPENSATION/INDUSTRIAL INSURANCE**

- 16.1 Worker's Compensation (Industrial Insurance). Any injuries or industrial illnesses received while at work must be reported to the direct supervisor with the full history of the case on accident report blanks, as they are covered by the State Worker's Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.
- 16.2 The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working days included in the first three (3) working days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.

For absences extending beyond three (3) calendar days, the appropriate payroll clerk(s) will automatically implement sick leave balancing to make total pay equal to regular pay. In addition, when sick leave has been exhausted, an employee may request in writing to use vacation pay balancing. An employee may request in writing at any time that sick leave not be used in order to make total pay equal to regular pay.

- 16.3 The Employer will continue to pay its share of the employee's health insurance subsidy only each month during the first six (6) months provided that the employee furnishes his/her share to the business office each month by check made payable to White River School District.

**ARTICLE XVII
DISCIPLINE AND DISCHARGE**

- 17.1 No employee shall be discharged or disciplined without just cause.

**ARTICLE XVIII
SAVINGS CLAUSE**

- 18.1 If the Employer would be in violation of the law or would incur any penalties or decrease in state support as a result of the salary and benefit increases provided herein, the excess salary and/or benefits provided shall be reduced to the maximum amount legally allowable without the Employer incurring any penalty or reduction in support.
- 18.2 If any article or section of this Agreement shall be held invalid by law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

**ARTICLE XIX
DURATION OF AGREEMENT**

- 19.1 THIS AGREEMENT shall be in full force and effect from September 1, 2018 to August 31, 2021 This Agreement will be renewed year to year thereafter, unless either party gives written notice of not later than sixty (60) days prior to the anniversary date of the contract to terminate the same. Said contract may be reopened by said notice for further negotiations.
- 19.2 If the State Legislature appropriates, allocates, and funds additional monies for salary increases during the term of this Agreement it will, by request of either party, be reopened for the limited purpose of negotiating salaries.


SIGNATURES

WHITE RIVER SCHOOL DISTRICT
NO. 416


INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 286



Human Resources Director 10-24-18
Date



IUOE Business Manager 11/8/18
Date



White River School Board 10/24/18
Date



IUOE Business Representative 11/4/18
Date

**APPENDIX A
 CUSTODIAL & MAINTENANCE SALARY SCHEDULE
 Effective: September 1, 2018**

POSITION	STEPS 1, 2, 3	STEPS 4 & 5	STEPS 6,7,8, 9,10 (+.50¢)	STEPS 11,12,13, 14,15 (+.50¢)	STEPS 16,17,18, 19,20 (+.50¢)	STEPS 21,22,23, 24,25 (+.50¢)	STEPS 26,27,28, 29,30 (+.75¢)	STEPS 31,32,33, 34,35+ (+.75¢)
Maintenance Lead	28.88	30.54	31.04	31.54	32.04	32.54	33.29	34.04
Maintenance Technician	26.60	28.11	28.61	29.11	29.61	30.11	30.86	31.61
Mechanic	25.53	26.97	27.47	27.97	28.47	28.97	29.72	30.47
Skilled Maintenance	23.57	24.93	25.43	25.93	26.43	26.93	27.68	28.43
General Maintenance	22.74	24.02	24.52	25.02	25.52	26.02	26.77	27.52
High School Plant Manager	22.61	23.88	24.38	24.88	25.38	25.88	26.63	27.38
Middle School Plant Manager	21.78	23.04	23.54	24.04	24.54	25.04	25.79	26.54
HS Night Lead; Elementary Plant Mgr	21.11	22.32	22.82	23.32	23.82	24.32	25.07	25.82
Grounds / Utility	19.10	20.30	20.80	21.30	21.80	22.30	23.05	23.80
Custodian	18.19	19.23	19.73	20.23	20.73	21.23	21.98	22.73
Substitute Custodian	16.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Graveyard shift shall be paid five percent (5%) above the employee's regular rate of pay. (Graveyard shift is any shift starting after 9:00 PM but before 5:00 AM)

Employees shall receive premium pay of thirty-five (.35) cents per hour for holding an Employer approved current certification or license directly related to their position limited to one per employee. It will be the responsibility of the employee to seek approval for said license or certification from the superintendent or his/her designee prior to obtaining. Approval shall be at the sole discretion of the superintendent or his/her designee. Licenses or certifications that are required as a condition of employment are excluded from this premium.

For 2019-20 salary schedule Steps 1-5 shall be increased by two percent (2%) or the State Inflationary Adjustment Index as defined by RCW 28.400.205, whichever is higher.

For 2020-21 salary schedule Steps 1-5 shall be increased by two percent (2%) or the State Inflationary Adjustment Index as defined by RCW 28.400.205, whichever is higher.

For purposes of compensation this salary schedule shall be in effect September 1, 2018 with the exception of overtime and extra duty which shall become effective November 1, 2018.

APPENDIX B

White River School District Maintenance Classification Upgrade Process

The White River School District recognizes the value of highly skilled employees in their areas of responsibility. This value must be mutually beneficial with the intention that the parties will support access to training and those employees interested may learn new or improve current skills. With the establishment of a skilled maintenance, and maintenance technician job description, the following process has been implemented.

Skilled Maintenance

A Maintenance Person who believes that she / he has gained the combination of skill and training needed to advance to a Skilled Maintenance classification may apply for consideration for advancement to that classification. The application process includes development of a portfolio documenting the skills and abilities that the employee wishes evaluated. The package should include documentation of demonstrated skills, completed training and application of those skills/ training that indicate a minimum of five years general maintenance experience, two of which may be substituted with equal time in a vocational / training program focused on one of the approved trade areas, and at least two years collective experience performing in one of six Employer approved trade areas; H.V.A.C. MECHANICAL SYSTEMS, ELECTRICAL, PLUMBING, CARPENTRY, PAINTING, OR GROUNDS. This package will be submitted to the Maintenance Supervisor for review and sent on to Superintendent's cabinet and I.U.O.E. with recommendation for final approval. The employee will be notified of the outcome within fifteen (15) business days. If approved, salary will be retro to the date of receipt of a completed portfolio application packet.

Maintenance Technician

A maintenance employee who believes that he / she has gained a combination of skill and training needed to advance to Maintenance Technician classification may apply for consideration for advancement to that classification. The application process includes development of a portfolio documenting the skills and abilities that the employee wishes evaluated. The package should include documentation of demonstrated skills, completed training and application of those skills / training that indicate a minimum of seven years general maintenance experience relative to commercial / industrial facilities maintenance, two of which may be substituted for equal time in a vocational / training program focused on one of the approved trade areas, and at least five years recent experience working directly in one of two trade areas; H.V.A.C. / MECHANICAL SYSTEMS or ELECTRICAL. Three of five years in target trade must be at a level equivalent to Journeyman in other trades with a comprehensive knowledge of most or all areas of target trade. Personnel who acquire certifications or licensing in several other critical trades that may be unique to Employer operations, or satisfy state mandated Employer operational requirements, may request to the Employer that those credentials be considered as a substitute for the above requirements. The Employer must provide written approval for all substitutions. This package will be submitted to a review committee in a meeting set up and facilitated by the employee submitting the portfolio. Committee members should consist of the Maintenance Supervisor, a district administrator, the business representative from the bargaining unit and an industry expert in the field for which the

APPENDIX B continued

employee chooses as hers/his target trade. The employee will have thirty (30) days to complete this process from the time of initial submittal of his/her portfolio to the immediate supervisor. Upon completion of the evaluation the employee will be advised of the outcome within fifteen (15) business days. If approved, salary will be retro to the date of receipt of a completed portfolio application packet.

Note: With upgrade to Skilled Maintenance or Maintenance Technician, the placement will require that the employee maintains their applicable licenses and participates in continuing education to keep skills updated.

TRAINING TRUST ADDENDUM

Agreement made this 24th day of October, 2018 between **WHITE RIVER SCHOOL DISTRICT - CUSTODIAL/MAINTENANCE** (“Employer”) and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286** (“Union”):

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

WHEREAS, the Union and other employers with whom the Union has Collective Bargaining Agreements have established a trust fund, known as the “Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust,” for the purpose of providing employees who are represented by the Union with journeyman upgrading, apprenticeship training and training programs; and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Effective September 1, 2018, based on August 2018 hours, the Employer, who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Training Trust program. By virtue of this Agreement, the Employer does not agree to hire and train apprentice(s), but should an apprentice be hired it will be in accordance with the Standards of the program. The Employer further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund. Employees taking classes must understand work will take precedence with changed schedules.
2. Effective September 1, 2018, based on August 2018 hours, the Employer shall contribute \$25.00 per month for each bargaining unit employee who received eighty (80) hours or more compensation in the preceding calendar month to the “Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust.”
3. The total amount due for each calendar month shall be remitted in a lump sum to the “Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust,” in care of the depository selected by the Trustees of the fund, not later ten (10) days after the last business day of such month.
4. The Employer and the Union agree to be bound the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the “Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust” and by any amendments to said trust agreement, heretofore or hereafter adopted.

5. Employer accepts as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees of the Trust Fund and consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.


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


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

EMPLOYER

By 
Scott Harrison, Human Resource Director

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 286

By 
Richard Spencer, Business Manager

By 
Christian Dube, Training Director