

AGREEMENT BY AND BETWEEN

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY  
DISTRICT 26

AND THE

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022

MEMORANDUM

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**Memorandum of Understanding A  
to the Agreement by and between  
Lake Washington Institute of Technology  
District No. 26  
and the  
International Union of Operating Engineers  
Local No. 302  
Effective July 1, 2019 through June 30, 2022**

Agreement made this first day of July, 2014 between LAKE WASHINGTON INSTITUTE OF TECHNOLOGY ("Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302 ("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 302 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 July 1, 2019, based on June 2019 hours, the Employer agrees to participate in the "Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust." The Employer further agrees to remit the regular established contribution rate, as determined by the trustees of the Fund.
2. Effective July 1, 2019, based on June 2019 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 302 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 302 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. 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.

This agreement will term effective June 30, 2022.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302

LAKE WASHINGTON INSTITUTE  
OF TECHNOLOGY, DISTRICT NO. 26

Dated: July 1, 2019

Dated: 8.12.19

By:

By:

Dane Rawlins  
Dane Rawlins, Field Representative

Dr. Amy Morrison  
Dr. Amy Morrison, President

Christian Dube  
Christian Dube, Training Coordinator

**Memorandum of Understanding B  
to the Agreement by and between  
Lake Washington Institute of Technology  
District No. 26  
and the  
International Union of Operating Engineers  
Local No. 302  
Effective July 1, 2019 through June 30, 2022**

This Memorandum of Understanding is supplemental to the Agreement by and between the College and the Union.

### **College In-service Training Program**

It is understood and agreed by and between the College and the Union that:

1. The College and the Union support employee professional development and wish to maintain a reasonable level of participation and funding of employee in-service training and development.
2. The Union agrees on the following employee participation standards for the Journeyman Upgrading, Apprentice, and Trainee Training Program, hereinafter identified as the "Training Trust," outlined in Memorandum of Understanding A.
  - A. At least five (5) employees will participate in Training Trust sponsored courses each year (July 1 through June 30);
  - B. No less than seventy-five percent (75%) of employer contributions to the Training Trust shall be spent on training college employees; and
  - C. Employee participation monitoring shall be accomplished by reports supplied by the Trust Coordinator to the parties on a quarterly basis and shall include:
    - i. Number of classes submitted for reimbursement and cost of each
    - ii. Number of classes approved for reimbursement and cost of each
    - iii. Number of classes denied reimbursement and cost of each
    - iv. Number of participants having taken classes and the cost of the classes
3. The Union and the College agree to meet quarterly to review employee training upon reasonable notice by either party. If employee participation in the Training Trust falls below the participation, funding, and reporting standards in this memorandum as measured every 12 months (January 1 through December 31) thereafter, the Trust shall be replaced by a College in-service training program with identical standards.
4. The College in-service program shall be administered as follows:
  - A. The Employer shall set aside annually an amount to be used to pay for employee in-service expenses. The amount shall be based upon the number of full-time equivalent (FTE) Union members employed as regular employees during each month of the previous fiscal year, and shall be calculated using a rate of \$20.40 per FTE per month. This in-service account shall be used to reimburse employees for the fees paid to enroll in courses, workshops, classes, or similar training when the following conditions are met:
    - B. The in-service is a part of the employee's annual professional growth plan; and
    - C. The employee successfully completes the in-service activity and provides proof of same in addition to proof of payment. Successful completion means receiving a certificate if one is offered, a passing

grade of average or better if the training is graded, or some similar, reliable demonstration of learning achievement; attendance alone is not adequate demonstration of achievement.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302

LAKE WASHINGTON INSTITUTE  
OF TECHNOLOGY, DISTRICT NO. 26

Dated: July 1, 2019

Dated: 8.12.19

By:

  
Dane Rawlins, Field Representative

By:

  
Dr. Amy Morrison, President

**Memorandum of Understanding C  
to the Agreement by and between  
Lake Washington Institute of Technology  
District No. 26  
and the  
International Union of Operating Engineers  
Local No. 302  
Effective July 1, 2019 through June 30, 2022**

This Memorandum of Understanding is supplemental to the Agreement by and between Lake Washington Institute of Technology District No. 26, hereinafter referred to as the College, and the International Union of Operating Engineers, Local No. 302, hereinafter referred to as the Union.

The College and the Union have agreed to the following regarding assigned shift times under Section 9.5 (Work Shifts), Section 14.5 (Rates of Pay and Employee Compensation), and Appendix A (Employee Monthly Salaries and Hourly Rates):

- Section 9.5 - Employees may be assigned by their supervisor to one of three shifts based on the need of the College. The shift will be based on the assigned starting time as follows:

<u>Shifts:</u>	<u>Shift Starting Time Between:</u>
First Shift – Start Time Between:	4:00AM – 9:59AM
Second Shift – Start Time Between:	10:00AM – 5:59PM
Third Sift – Start Time Between:	6:00PM – 3:59AM

Employees assigned to the Second or Third Shift shall receive a shift differential as identified on Appendix A - Employee Monthly Salaries and Hourly Rates.

An employee may request a start time accommodation outside the normal assigned start times. Shift differential will be based on their assigned start time and not the accommodated start time. All start time accommodations must be approved by the supervisor.

- Section 14.5 - Employees shall be paid in semi-monthly payments beginning with the semi-monthly pay period in which they commence their assignment and ending with the semi-monthly pay period in which they conclude their assignment. The semi-monthly payment, which is exclusive of any overtime, shall be one-half (1/2) of the monthly salary assigned the regular employee's classification as contained in Appendix A of this Agreement.

**Delete: Custodians will be placed on the salary schedule based upon the shift for which a majority of their hours are regularly scheduled.**

- Appendix A (applies to both Appendix A effective July 1, 2019 and July 1, 2020):

Section A4 - Shift Differential will be provided based on the assigned shift

First Shift - Start Time: 4:00AM-9:59AM, Regular Pay (No Shift Differential)

Second Shift - Start Time: 10:00AM-5:59PM, Second Shift \$0.35 per hour above base schedule

Third Shift - Start Time: 6:00PM-3:59AM, Third Shift \$1.50 per hour above base schedule

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302

LAKE WASHINGTON INSTITUTE  
OF TECHNOLOGY, DISTRICT NO. 26


Dated: 10/29/2019

Dated: 10.29.19

By:

  
\_\_\_\_\_  
Dane Rawlins, Business Representative

By:

  
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Dr. Amy Morrison, President