

**Letter of Agreement**  
**Between**  
**International Union of Operating Engineers, Local 286**  
**And**  
**Federal Way Public Schools**

The parties agree to replace the existing language in Section 4 of our Collectively Bargained Agreement as follows:

**Section 4.A - Notification:** The District shall notify IUOE LOCAL 286 of all new hires that are subject to this agreement following board approval of their hire, including name, home mailing address, job title, phone number, work email, work location, and hire date.

**Section 4.B** - Upon written authorization of the employee within the bargaining unit, the employer shall deduct from the pay of such employee, subject to the limitations of District equipment and personnel, the monthly amount of dues and Member Assistance Program fee (MAP) as certified by the secretary or the business representative of the exclusive bargaining unit and shall transmit the said dues to the office of the exclusive bargaining representative. The Union shall notify the District of any change in such dues no more than once per school year at least one month prior to the first payroll cycle of the school year, and shall promptly notify the District of any changes in employee membership status so that deductions can be initiated or terminated in a timely manner.

**Section 4.C** - The Union agrees to indemnify and save the District harmless against any liability including the cost for any legal fees or legal expenses incurred in connection therewith which may arise by reason of any action taken by the District to comply with the provisions of this Article.

**Section 4.D** - It is agreed that no District employee in a supervisory capacity will attempt to influence new employees either to join or not to join the International Union of Operating Engineers, Local No. 286.

**Section 4.E - IUOE Local 286 Membership Rescission:** IUOE Local 286 members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to IUOE LOCAL 286, following the IUOE LOCAL 286 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, IUOE LOCAL 286 shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and MAP (Membership Assistance Program) deduction above.

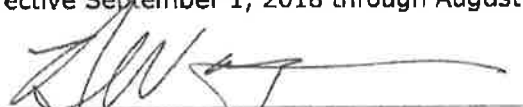
**Section 4.F - Access to Membership:** The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. No employee may be mandated to attend the meetings or presentations by the Union. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Union.

**Section 4.G - Public Disclosure Request Act Notification:** Prior to the release of any information regarding employees covered by the agreement pursuant to a public record request received by the District in accordance with state law the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the IUOE Local 286 of the receipt of such request. The District will also make a reasonable effort to notify the potentially affected employee(s) via email, personal delivery, or certified mail to the employee's last known address maintained in the Human Resources Department in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has any obligation to seek court or legal prevention of the release of such information on behalf of any employee. The employee or IUOE Local 286 will have five (5) business days to seek court intervention to prevent the release of information responsive to the request.

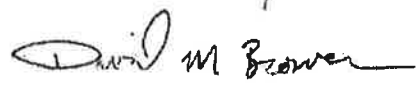
Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The estimated date the District intends to produce the records.

Effective September 1, 2018 through August 30, 2021.

  
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For IUOE, Local 286

10-25-2018  
Date

  
\_\_\_\_\_  
For Federal Way Public Schools

10/25/18  
Date