



SCHOOL BOARD ACTION REPORT

DATE: December 4, 2019
FROM: Denise Juneau, Superintendent
LEAD STAFF: Clover Codd, Chief Human Resources Officer
clcodd@seattleschools.org
206-478-9948
Tom Poulos, Director of Labor Relations
tdpoulos@seattleschools.org
206-743-3576

For Introduction: January 8, 2019
For Action: January 8, 2019

1. TITLE

Approval of the 2019-2022 Collective Bargaining Agreement between Seattle Public Schools (“the District”) and Pacific Northwest Regional Council of Carpenters (“the Carpenters”).

2. PURPOSE

This Board Action Report initiates approval of the 2019-2022 Collective Bargaining Agreement (CBA) negotiated between representatives of the Carpenters and the District. The CBA is for a three-year period commencing September 1, 2019 and ending August 31, 2022. The CBA provides for across-the-board wage increases; an increase in swing shift differential; an increase in the summer work incentive bonus; a new hourly premium for temporary employees who are ineligible for SEBB (as a replacement for previous health care benefits); language changes to comply with *Janus*, new Washington state requirements around sick leave utilization and the transition to SEBB; improvements to the swing shift volunteer request process; new bumpers around the bereavement leave request process; the ability to create an apprentice program; and transitioning employees to receiving paperless pay information.

3. RECOMMENDED MOTION

I move that the School Board approve the 2019-2022 CBA with the Carpenters and authorize the Superintendent to execute the CBA with the Carpenters with the wage schedules and other attachments in the form of the draft CBA, for the period September 1, 2019 through August 31, 2022, as attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract. Immediate action is in the best interest of the District.

4. BACKGROUND INFORMATION

- a. **Background** The 2016-2019 CBA between the Carpenters and the District expired on August 31, 2019. By operation of state law, the provisions of the 2016-2019 CBA remained in effect, pending the negotiations of a new agreement. Negotiations were completed as a result of two meetings in October 2019 and one in November 2019.

Representatives of the parties reached a final agreement on the terms of a new three-year Collective Bargaining agreement at a meeting on November 18, 2019. 16 employees are impacted by this CBA.

The CBA establishes general wage increases of:

- effective 9/1/19 – 5.4% general wage increase.
- effective 9/1/20 – general wage increase of 2.1% or the state authorized and funded inflationary increase, whichever is higher.
- effective 9/1/21 – general wage increase of 2% or the state authorized and funded inflationary increase, whichever is higher.

The CBA also calls for an increase in the swing shift differential from \$2.00 per hour to \$2.50 per hour; an increase in the summer work incentive bonus from \$500 to \$547.06 (then the bonus increases by Implicit Price Deflator (IPD) each year thereafter); and a new \$1.50 per hour premium for temporary employees who are not eligible for SEBB, as a replacement for employer-funded health care benefits for which they were previously eligible.

The CBA transitions employees into receiving their pay information electronically only, includes language modifications to comply with the transition to SEBB benefits, Washington state sick leave requirements, and the *Janus* Supreme Court decision regarding Union dues payments. The CBA also improves processes around swing shift volunteer requests and bereavement leave granting. Lastly, the CBA allows the District to implement an apprentice program and sets the wage rates for apprentices, should they be hired. These apprentices would be hired within the departments' budgeted FTE.

- b. **Alternatives** If the Board does not approve the motion, the terms and conditions of the 2016-2019 CBA would remain in effect until a new CBA is agreed upon and ratified or until the parties reach impasse.
- c. **Research** The wage increases were based off of compensation for like employees in nine nearby school districts. The District's Carpenters had ranked seventh highest paid out of the ten comparable districts in 19-20. The wage increases in the first year of the CBA are the only increases beyond estimated IPD, and they serve as a market correction that would move the Carpenters to fifth highest paid out of the ten comparable districts, and only slightly below fourth. This reflects the placement of both SEA-represented employees and Machinists-represented employees after their recently ratified successor collective bargaining agreements. Increases in the swing shift differential were based on at least three other districts who offer higher than what the District currently does, as well as the department's need to recruit more volunteers onto the swing shift. The increase in the summer work incentive bonus is consistent with other employees who have this bonus, and helps the department complete its work needs during the summer.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be:

The Finance Office estimates the total new cost of this agreement in 2019-20 is approximately \$95,253 of which approximately \$68,680 is funded by a combination of the state inflationary increase and capital funds, for a net estimated increase to the General Fund of \$26,573.

Budget development for 2020-21 and beyond will take into account the cost of the agreement.

Estimated costs by year and funding source are:

	2019-20	2020-21	2021-22	Total
Capital Fund	\$ 55,247	\$ 75,830	\$ 95,844	\$ 226,921
State Inflationary Increase	\$ 13,433	\$ 15,178	\$ 14,745	\$ 43,356
General Fund	\$ 26,573	\$ 39,733	\$ 54,659	\$ 120,965
Total Contract Cost	\$ 95,253	\$ 130,741	\$ 165,248	\$ 391,242

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Pursuant to state law, collective bargaining between the school district and the union representing its employees is to be carried out by representatives of the District and applicable Union.

7. EQUITY ANALYSIS

The collective bargaining agreement treats all employees in the bargaining unit equally without regard to protected status.

8. STUDENT BENEFIT

Employees covered by this CBA make furniture, refurbish and refinish furniture and fixtures, hang white boards and screens and repair walls. They build walls when dividing classrooms to make additional classes, or take walls out to create large spaces. They repair walls and woodwork when needed, do all of the door hardware and locksmith work to replace doors, and have played key roles in preserving historical woodwork in some of the District’s older buildings. All of these tasks ensure the buildings in which we educate our students are constructed to allow for the best instruction possible, while ensuring safety.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. 5020, Collective Bargaining, provides the Board shall approve this item
- Other: State law requires that school Boards fix salaries for all employees and approve benefit and leave policies (RCW 28A.400.200; RCW 28A.400.300)

10. POLICY IMPLICATION

Approval of these Agreement complies with Board Policy No. 5020, Collective Bargaining.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Board Executive Committee meeting on December 11, 2019. On December 11, 2019, the Committee moved the motion forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, and execution of the CBA, all new terms of the CBA will be implemented.

13. ATTACHMENTS

- 2019-2022 Collective Bargaining Agreement between Seattle Public Schools No. 1 and the Pacific Northwestern Regional Council of Carpenters for September 1, 2019 through August 31, 2022—clean (for approval)

- 2019-2022 Collective Bargaining Agreement between Seattle Public Schools No. 1 and the Pacific Northwestern Regional Council of Carpenters for September 1, 2019 through August 31, 2022—Track Changes (for reference)
- Summary of Tentative Agreement Carpenters Union (for reference)



Pacific Northwest Regional Council of Carpenters

2019-2022 Collective Bargaining Agreement

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For questions and more information about this document, please contact the following:

Clover Codd
Chief Human Resources Officer
ccodd@seattleschools.org

Attached is a copy of the 2019-2022 Collective Bargaining Agreement between Seattle Public Schools ("the District") and Pacific Northwest Regional Council of Carpenters (the Carpenter").



PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

**2019-2022
COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
PACIFIC NORTHWEST
REGIONAL COUNCIL OF CARPENTERS**

Includes:

2019-2022 Collective Bargaining Agreement
2019-2020 Salary Schedule
2020-2021 Salary Schedule
2021-2022 Salary Schedule
Grievance Request Form

2019-2022 COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

**Seattle School District No. 1
Negotiating Team**

Tom Poulos, Chief Negotiator
Linda Sebring
Chris Richardson
Frank Griffin

**Pacific Northwest Regional Council of Carpenters
Negotiating Team**

David Quinn, Chief Negotiator/Contract Administrator
Jeff Thorson, Contract Administrator
Ryan Hyke, Western WA Regional Manager

In witness whereof, the parties hereto have executed this Agreement on this ____ day of ____, 2019

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS:

Jeff Thorson, Chief Negotiator

SEATTLE SCHOOL DISTRICT NO. 1:

Denise Juneau, Superintendent

Clover Codd, Chief Human Resources Officer

2019-2022 COLLECTIVE BARGAINING AGREEMENT

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2019-2022
COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

ARTICLE I: RECOGNITION

- A. The Seattle School District No. 1, hereafter referred to as the District, recognizes the Pacific Northwest Regional Council of Carpenters hereafter referred to as the Union, to be the sole and exclusive bargaining agent of all Carpenter employees who are employed in classifications listed in Appendix A of this Agreement.
- B. In the event the District creates a new job classification for work covered by this Agreement, it will notify the Union who will have the opportunity to negotiate with the District over all mandatory subjects of bargaining. If there is a dispute as to whether the classification is covered by this Agreement, the matter shall be referred to the Washington State Public Employment Relations Commission Mediation Services for adjudication.
- C. The District and the Union recognize that it is in their best interest to develop good on-going working relationships, a collaborative problem-solving mechanism and a collaborative way to deal with problems as they arise. Therefore, the parties agree to meet and discuss subjects of respective and/or mutual interest. All or any subjects of discussion shall be deemed of interest worthy of pursuit.

ARTICLE II: AFFIRMATIVE ACTION/NON-DISCRIMINATION

- A. The District and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, gender, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation, or mental, physical or sensory disability.
- B. The Union agrees with and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with Title VII, Title IX of the Civil Rights Act of 1964 and/or Washington State Statutes.

ARTICLE III: MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business and operations. Accordingly, except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign and retain employees and to discipline, suspend or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off; the right to establish, change and direct the methods and processes of doing work, to introduce new and improved work methods or equipment and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business and to require their observance. Except for emergency situations or matters involving safety, changes or additions to work rules promulgated by the Maintenance Manager will be distributed to affected employees at least twenty-four (24) hours before they become effective.

A. Subcontracting

The District shall retain its right to sub-contract work. However, the District shall not sub-contract work

covered by the classifications included in this agreement if the Core Group of Carpenter employees are less than 8. The Carpenter Core Group shall be 8 employees. After the adoption by the School District of the annual budget, the District shall meet annually with the Union. The District shall inform the Union of the number of Core Group employee positions that it will have for the following school year before the start of that school year as long as the School District Board of Directors has adopted the District budget for the ensuing school year. This is not a guarantee of employment, but rather it is a commitment to limit the use of outside contractors to times when the Core Group of employees are working. As an exception to the foregoing commitment not to subcontract unless all of the Core Group of employees are working, the District may still subcontract if any of the following conditions occur:

1. The required services are uncommon to District employees because they are special, highly technical, peculiar or unique in character.
2. The required services involve the use of equipment or materials not possessed by the District at the time and place required.
3. When the services of a contractor are necessary for health and safety reasons.

There shall be no restriction on subcontracting any work at any time under any conditions which is above the bid threshold established by law or under any circumstance where the District is required to comply with applicable law.

B. Small Works Process and Procedures

1. All projects, at or below the self-performance threshold established by law and District policy 75K in combined labor and material estimated costs ("Small Works") will be presented to the Management for consideration of accomplishment by the Maintenance Section. If the project is work that can be accomplished without special tools or equipment, the Maintenance Section needs to rent or purchase and the current staff has the ability to complete the task or the Maintenance Section can hire itinerant staff with the requestor's timeline and without expected overtime, the Maintenance Section will have the first right of refusal. Management will advise the requestor within twenty-four (24) hours whether the project can be done as presented or if additional information is needed to consider the project for completion. Upon presentation of the additional information this time period may be extended two (2) weeks. The proposed project must be specified to a point that it is possible to estimate resources and time necessary for completion of the project. Management will discuss any project that he or she is considering rejecting with the Unit Foreperson before making a decision to pass over a project. Management reserves the right to retain Carpenters bargaining unit work to be performed by bargaining unit personnel when necessary for scheduling and/or cost efficiencies.
2. The contractor must provide proof of Bid bond if over 35K, Current/valid Contractors License, UBI#, department of Revenue Proof, City of Seattle Business License.
3. The Contractor must meet the District's and Labor and Industries requirement regarding prevailing wages. The contractor's employees shall be fingerprinted and submit to a background check when they are providing services at a public school where there may be contact with children.
4. The District will add the following informational statement on the District's Small Works web page, together with a link to the Pacific Northwest Regional Council of Carpenters' Apprenticeship Website:

Seattle Public Schools supports skilled craft and trade Apprenticeship Programs as part of the continuum of education for our students. We encourage Small Works contractors to actively participate in Apprenticeship Training programs with our Labor partners.

For more information on the Pacific NW Regional Council of Carpenters Apprenticeship Program, go to: nwcarpenter.org or ctww.org.

ARTICLE IV: MAINTENANCE OF MEMBERSHIP

- A. **Membership Rights:** All employees working in the bargaining unit shall have the right to become a union member upon hire. The District, including supervisors and managers, agrees to direct all questions and communications from unit employees regarding union membership directly to the Union.
- B. **Notice to Union:** The District shall advise the Council and applicable Union of the names, work email address, job classification, FTE status and work location, of new District employees covered by this Agreement within seven (7) calendar days following the date of employment, if the employee is hired outside of the union referral process.
- C. **New Employee Orientation, Union Presentation:** Employees hired outside of the union referral process, not less than five (5) working days before a new employee orientation, the District shall forward to the Union a list of names of those bargaining unit employees who shall be attending. The District shall also provide at least thirty (30) minutes for new hires into the bargaining unit to meet with the Union's designated representative during the employee's normally scheduled new hire orientation with the District.
- D. **Automatic Payroll Deduction:** Upon receipt of written authorization individually signed by the employee, the District will deduct from the pay of such employee the amount of dues and initiation fees as certified by the Union. The District shall transmit such fees to the Union once each month on behalf of the members involved.
- E. **Dues Deduction Cancellation:** An employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the District, with the District stopping deductions following written confirmation from the Union that the employee dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee. The District will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.
- F. **Hold Harmless:** The Union will indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off of dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.
- G. **Public Records Request:** When the District receives a public records request that is specific to an employee's personnel records, the District will inform the employee of the request. When the District receives a public records request pertaining to the bargaining unit and/or Union membership as a whole, the District shall notify the Union as soon as possible after the District's Labor and Employee Relations department receives notification of the request.

ARTICLE V: REPRESENTATION

- A. The Union Representative may appoint a Steward among the employees that the Union represents under this Agreement. The Union shall provide the Maintenance Manager with the name of its Steward. A Steward shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall a Steward interfere with orders of the District or change working conditions.
- B. The Union and the District agree to attend monthly Labor Management Committee meetings. The Labor Management Committee shall continue efforts to discourage and prevent harassing, abusive and/or disruptive behavior at work.

ARTICLE VI: DEFINITIONS

- A. **Employees:** For the purpose of this Agreement "Employee" shall mean a person employed by the District in one of the classifications listed in Appendix A.
- B. **Regular Employees:**

1. Employees who are actively on the payroll and normally assigned to work twelve (12) months per year, forty (40) hours per week and eight (8) hours per day.
 2. A regular employee may be so designated at the time of hire or will become a regular employee upon successfully completing five (5) months of employment in any consecutive twelve (12) month period with a minimum of seventy (70) hours of regular time in each of those months. Upon becoming a regular employee such employee shall be awarded seniority rights retroactive to their original date of hire as a temporary employee. Such employee shall serve a probationary period as outlined in Article XIII-A.
 3. Any employee hired as a regular employee who is laid off prior to completing the five (5) months/seventy (70) hours condition shall be granted health and welfare benefits as though such employee had initially been employed as described in Article IV-C.
 4. Annual Leave and Sick/Emergency Leave rights shall be granted retroactive to the first date of the qualifying period for any/all employees achieving regular employee status.
- C. **Temporary Employees:** A temporary employee shall be hired on a short-term basis and shall only accrue health and welfare benefits as described in Article XVI-B (Group Insurance). All temporary employees hired by the District shall be paid an hourly rate as shown in Appendix A. Such temporary employees shall not acquire seniority and shall be subject to termination at any time without recourse to the grievance procedure.
- D. **Apprentice Employees:** Apprentices are those workers who are registered with the State of Washington according to RCW 49.04 and are participating in a State approved training program administered by a joint labor-management committee.

ARTICLE VII: HOURS AND OVERTIME

- A. **General Expectations:** The ability to work regularly is a requirement of continued employment. Employees must report all absences to his or her supervisor before the beginning of the employee's scheduled shift except in the case of an emergency.
- B. **Normal Work Schedule:** For regular employees, the normal work schedule Monday-Friday, will be forty (40) hours per week, eight (8) hours per day between the hours of 6:00 a.m. and 6:00 p.m., excluding a one-half (1/2) hour lunch period five (5) days per week. This shall not be construed as being a guarantee by the District of any particular number of hours.
- C. **Overtime:**
1. When an employee is compensated in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay.
 2. Work performed on Sundays and holidays shall be compensated at double time the employee's regular rate of pay.
 3. No pyramiding of overtime shall be allowed.
 4. All overtime must be authorized, in advance, by Management or the management-designated supervisor. The appropriate craft and personnel will be dispatched.
 5. The Foreperson may assign mandatory overtime.
 6. When an employee is called back to work, all such call back time shall be paid at the overtime rate. To provide flexibility and encourage employees to be as safe as possible, there are options:

- a. The employee's next regular shift is adjusted so that the employee works his/her shift beginning from the end of the call back time.
- b. The employee's next regular shift is adjusted so that the employee has an eight (8) hour break between the end of call back time and the beginning of the next shift.
- c. The District can authorize a rest period for the employee on paid time during the employee's next regular shift.

7. Employees on paid leave status do not qualify for overtime pay.

D. Special Premium Pay:

A premium of two dollars and fifty cents (\$2.50) shall be paid to employees who work a second shift (after 11:00 am) except for employees working on an overtime basis as an extension of their regular day shift. Employees assigned to work second shift will continue to receive the second shift two dollar and fifty cents (\$2.50) premium for temporary day shift assignments of two (2) weeks or less. Employees who are assigned a Monday through Friday shift shall receive time and one-half (1-1/2) for all Saturday work, unless the employee was in leave-without-pay status during that week.

- E. Refusal of Assignment Outside Regular Hours:** In assigning work for swing shift, the employer will first ask for volunteers. Employees interested in volunteering must submit their desire to volunteer in writing to their direct supervisor. Employees may submit their interest at any time of the year. This request may be amended or withdrawn at any time, however any changes to the voluntary list shall be effective ten (10) working days after the written request is submitted.

If enough people do not volunteer, the employer will assign people in inverse seniority order. If a significant hardship is created by assigning an employee to swing shift, the employer will review and verify the circumstances with the Union, and where appropriate, the employer will pass over this employee and assign the next least senior employee.

If there are more volunteers than available for swing shift positions for a particular craft, those volunteers with the most seniority within the craft and with the required skill within the craft shall be assigned to the available positions except in situations where the more senior volunteer within the craft has a skill/expertise and/or performs a special function as part of his/her regular duties for which the District determines it will retain that employee on other than the swing shift.

- F. Call Back:** Any employee who is required to return to work after the end of his/her regular shift shall be paid a minimum of four (4) hours pay at his/her appropriate rate.
- G.** In situations where the employee does not have to return to work (works on-line) the employee will be compensated for time worked at one and one-half (1½) times the individual employee's hourly rate of pay for regular shift; time will be rounded up to the nearest 15 minutes, with a 30 minute minimum. If called back by management while on approved vacation or personal leave time the work time will be paid at double the regular rate of pay.
- H. Show Up Pay:** Any employee called to work shall be paid a minimum of two (2) hours at appropriate rate of pay.
- I. Lunch Period:** The District shall establish a regular non-paid lunch period for each employee. In the event an employee is required to perform work beyond five (5) hours without lunch the employee shall receive one-half (1/2) hour penalty pay at the applicable overtime rate and shall also receive time to eat.

J. Four Ten Hour Day Shifts (4-10's):

1. Four Ten Hour Shifts (4-10's) may be scheduled, so long as the District provides at least seven (7) days advance notice. Prior to termination of the four-ten hour shift schedule, the District shall provide at least seven (7) calendar days advance notice. Management reserves the right to decline 4-10 shifts

for positions required to work a traditional five (5) day/8 hour day schedule due to coverage and/or operational needs.

2. The following conditions shall apply specifically to the four-ten hour shifts:
 - a. Overtime shall be paid after ten (10) hours in a day or forty (40) in one week.
 - b. Holidays: During a holiday week, the employees shall revert to an eight (8) hour day. Holiday pay shall be paid at eight (8) hours per day.
 - c. Leave Accruals: Employees who are working four-ten hour shifts (4X10's) shall earn (accrue) the same number of total annual hours for annual leave, sick leave, holiday pay, personal leave, and bereavement leave. Example: an employee working five (5) days per week and who has two (2) years service earns eighty (80) hours of annual leave. If that employee goes to work on a 4X10 schedule, he/she shall earn (accrue) eighty (80) hours of annual leave. Employees shall not earn (accrue) more leave or less leave than if they were on an eight (8) hour day schedule.
 - d. Taking Leave: Employees who work ten (10) hour days shall be paid and be charged ten (10) hours per day for sick leave, personal leave, annual leave, and bereavement leave. Employees shall not earn more leave or less leave than if they were on an eight (8) hour day schedule.
3. If enough volunteers cannot be found to work this 4-10 schedule, employees shall be assigned by reverse seniority within each craft and skill within a craft.

If there are more volunteers than available 4-10's position for a particular craft, those volunteers with the most seniority within the craft and with the required skill within the craft shall be assigned to the available positions except in situations where the more senior volunteer within the craft has a skill/expertise and/or performs a special function as part of his/her regular duties for which the District determines it will retain that employee on other than the 4-10's shift.

- K. **Shift Change:** The District shall give four (4) working days' written notice prior to changing any and all shifts. At the District's discretion, employee requests to adjust their start time may be granted with one (1) day's notice.

ARTICLE VIII: HOLIDAYS

- A. The following are paid holidays for all regular employees regardless of the day of the week on which they fall:

Labor Day	New Years Eve
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Presidents' Day
Christmas Eve	Memorial Day
Christmas Day	Independence Day
Day after Christmas	

- B. The District shall pay each regular employee at his/her straight-time hourly base rate not to exceed eight (8) hours for each of the above designated holidays when not worked. In order to qualify for holiday pay, an employee must have worked his/her last scheduled workday before and his/her first scheduled workday after the holiday. Exception will be made in cases where absence on the workday prior to or the workday following was due to annual leave, injury, bona fide illness covered by a doctor's certificate, or temporary layoff of less than thirty (30) days.
- C. The actual days observed shall be as designated on the calendar adopted by the School Board.

ARTICLE IX: LEAVES

A. Annual Leave:

1. Each year, regular employees, upon their employment anniversary dates, shall be entitled to paid Annual Leave corresponding to the following schedule:

Years of Service	Annual Leave
0-4 Years	13 Days or 104 Hours
5-14 Years	18 Days or 144 Hours
15-18 Years	23 Days or 184 Hours
19+ Years	28 Days or 224 Hours

2. Such Annual Leave entitlement shall be prorated where unpaid absences exceed thirty (30) days in the twelve (12) months preceding the anniversary date.
3. Current employees shall be credited with Annual Leave based on their length of service.
4. No Annual Leave can be taken before earned.
5. Annual Leave days to a limit of thirty (30) may be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than thirty (30) Annual Leave days at time of termination. Any balance over thirty (30) days may be applied to scheduled Annual Leave prior to termination.
6. The scheduling of Annual Leave days shall be at the discretion of management, and the employee, based upon operational need.
 - a. In establishing vacation schedules, each craft must retain enough staff to cover anticipated operational needs.
 - b. Vacation Request Process
 - i. An employee's annual leave request should be provided to management in writing thirty (30) days in advance of the leave. Annual leave requests that are submitted less than thirty (30) days in advance may not be granted, and annual leave will not be granted if the employee has an insufficient leave balance. Vacation conflicts will initially be worked out between employees. It may not be possible to grant all employees the annual leave they would prefer. If an agreement cannot be reached, information will be reviewed by management to determine the schedule. Management will respond to the employees' leave request in three (3) working days.
 - ii. Approval for short-notice, incidental leave of less than 1 day up to 3 days will be pre-authorized by the supervising foreperson and notice of leave must be submitted to management timely. Incidental leave will not be unreasonably withheld.
7. Maximum accumulation is limited to 240 hours. Employees must eliminate accumulated leave in excess of 240 hours each fiscal year (September-August). Such employees will be required to submit a plan for approval by their supervisor for eliminating excess leave by this deadline. Any unused leave in excess of 240 hours each fiscal year (September-August) will be reclaimed by the District.

B. Sick Leave:

1. Each regular employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service or major fraction thereof to be used for absences caused by non-occupational illness, non-occupational injury, medical disability (including childbearing), poor health, or child care to the extent required by law. Use of such leave shall be set forth in Items a and b below. In the event there is an emergency caused by family illness, where no reasonable alternative is available to the employee, Sick Leave may be used subject to the conditions set forth for Personal Leave (Article IX, C).

- a. Use of Sick Leave shall be reported to the employee's supervisor prior to the start of the work shift and will become effective upon the first day of absence.
 - b. A physician's certificate or other verification of illness or injury may be required for approval of Sick Leave beyond three (3) consecutive days.
2. Accumulation: Employees shall be allowed to accumulate up to one hundred eighty (180) days of Sick Leave or as may be amended by State law.
 3. Sick Leave Buy Back Program:
 - a. At the time of separation from District employment, an eligible employee or the employee's estate shall be entitled, upon written request to Human Resources, to compensation for all unused Sick Leave up to the one-thousand four-hundred forty (1,440) hour maximum at the ratio of 4:1 at his/her straight time hourly rate. Alternatively, if/when the District offers VEBA III or other qualifying program, the District will discuss such programs with the Union.
 - b. On or about January 15 of each year, employees may elect to be compensated at the ratio of a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave in excess of sixty (60) days which was earned but unused during the previous calendar year.

C. Personal Leave:

1. Two (2) days [one (1) day if hired on or after March 1] of Personal Leave shall be available per fiscal year (September 1 through August 31) to regular employees for hardships or other pressing needs and will be granted in situations which require absence during working hours for purposes of transacting or attending to personal or legal business or family matters. Such days shall not accumulate from year to year.
2. The conditions for granting Personal Leave are as follows:
 - a. The situation must have been suddenly precipitated and must be of such nature that pre-planning was not possible, or such that pre-planning could not have eliminated the need for the leave; and,
 - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.

D. Bereavement Leave:

1. In cases of death in the immediate family the employee will be allowed up to three (3) days Bereavement Leave. In cases where emergency factors or long distances (200 miles or more from the employee's home) are involved, the employee may request up to two (2) additional days leave.
 - a. Requests for bereavement leave beyond three (3) days must be pre-approved by Facilities Management.
 - b. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, step-parent, sister, brother, husband, wife, domestic partner, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who is living with, or considered part of, the family.
2. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
3. The employee requesting Bereavement Leave may be required to provide verification.

E. Jury Duty and Court Appearances:

1. Employees may serve as jurors in accordance with State and Federal laws.
2. Requests for Jury Duty for the necessary temporary leave shall be made in writing to the employee's foreperson, who shall submit it to the Maintenance Manager for approval.
3. Employees who serve as jurors during the work year shall receive full pay.
4. When an employee is subpoenaed to appear as a witness in a court proceeding during a normal work day on the District's behalf or as a witness in a proceeding in which the employee has no personal interest, the employee shall receive his/her regular pay for the day, provided that a copy of the subpoena is provided to the District. This provision does not apply where the employee's appearance is adversarial to District interests.

F. Unpaid Leave:

The District does not grant unpaid leaves of absence or voluntary days off without pay except in unusual circumstances. Requests must be submitted in writing to the department manager and be approved before any leave of absence begins.

G. Shared Leave:

The District agrees to maintain a leave sharing plan that conforms to the law.

H. Military Leave:

An employee called into military service shall not lose any seniority to which entitled under the law.

1. "Military Service" as defined by USERRA, means the performance of duty on a voluntary or involuntary basis in a uniformed service, including but not limited to: active duty, active duty training, initial active duty for training and inactive duty training, full-time National Guard duty, absence from work for examinations to determine a person's fitness for any of the above types of military duty; funeral honors duty and duty performed as disaster response.
2. Employees called into military service will be granted paid military leave as provided by state and/or federal law. Paid military leave is not to exceed twenty-one (21) days in any federal fiscal year (October 1 through September 30).
3. When military service exceeds twenty-one (21) days in any federal fiscal year, an employee will be on unpaid military leave. An employee on unpaid military leave may elect to use accrued annual leave, compensatory time and/or leave without pay (LWOP).

I. Family and Medical Leave Act (FMLA):

The District will comply with current Federal and State statutes.

- J. Peak Workload Availability Incentive:** In order to maximize the availability of all employees during the period that schools are most accessible, a five hundred and forty-seven dollars and six cents (\$547.06) peak workload availability incentive will be paid to all regular employees who do not use any leave during the period of August 1 through September 10. Starting in the school year immediately preceding the ratification of this Agreement, the incentive will be increased by the state funded and authorized inflationary adjustment that year. The incentive will be on the eligible employees' October paycheck following the incentive period each year. To be eligible to receive this incentive, an employee must be employed with the District and be a regular status or full-time temporary employee prior to July 1 of the incentive period. Management agrees to review exceptional circumstances if an employee has taken leave during the eligibility period and requests review prior to taking leave if possible and no later than three (3) days after returning to work. Management will provide notice if a requested exception is not approved.

ARTICLE X: INJURY WHILE ON DUTY

- A. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated as follows:
1. State Medical Aid and/or compensation shall be paid upon validation of a claim by the Washington State Department of Labor and Industries and the Seattle School District in accordance with the Industrial Insurance Laws of the State of Washington, provided:
 - a. The employee shall promptly submit a Worker's Compensation Claim with the assistance of the designated District Office; and,
 - b. The employee provides to the designated District office monthly physician reports verifying continuation of the disability which prevents the employee from performing his/her duties.
 - c. An employee who suffers an injury must report any injury, no matter how slight.
 2. In the instance of an injury described above, an employee shall be entitled to such benefits in accordance with the Industrial Insurance Laws of the State of Washington.
- B. Employees may elect to utilize earned Annual Leave or Sick Leave, in hourly increments, to supplement time loss payments to ensure that the employee receives his/her regular net pay; provided that, the employee may elect to exercise the option of not using earned Annual Leave or Sick Leave to supplement time loss payments.

ARTICLE XI: RATES OF PAY

A. Payroll Schedules:

1. Regular Employees shall be paid monthly.
2. Temporary Employees shall be paid twice per month.
3. If regular employees are laid off, they will be paid off within ten (10) days of the layoff date.
4. All employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case by case basis.

5. Upon the ratification of this Agreement, the District will email pay statements to the employee's District email address, utilizing the District's network firewalls, for better security and privacy. Staff can access email from any internet connected device (home computers, mobile tablets, smart phones, etc.) through the MySPS portal and pay statements can be easily downloaded. Employees will also be able to access their pay statement through the Employee Self Service (ESS) portal. Access to ESS requires employees to be logged into a district computer in a district building.

- B. **Rate Protection:** As a result of signing this Agreement, no current employee shall have his/her hourly rate reduced below the level currently paid to a journeyman.

C. Lead Rates:

1. Management shall appoint a General Foreperson when five (5) or more Journeymen are directly assigned to work for them. General Forepersons have the following responsibilities: supervision of the workers and/or contractors; material requisition planning and scheduling; approves employee payroll and work order time; knowledge or codes and provides electrical, structural, mechanical, etc. expertise. The General Foreperson pay shall be reflected in Appendix A.
2. Management shall appoint a Foreperson for work orders and/or projects requiring multiple Journeymen or the Foreperson has the following responsibilities; supervision of the scope of work;

material requisition, and planning and scheduling. In the event that mutual agreement on the need for supervisor staffing cannot be reached between the general foreperson and first-line management, the matter may be taken up by the Union with the Director of Facilities Operations or designee. Only regular employees (including temporary employees who have attained regular status) are eligible to be assigned Foreperson responsibilities.

3. If a General Foreperson or Foreperson is absent for three (3) or more working days, the District shall appoint a temporary General Foreperson or Foreperson to replace him/her. District Management may appoint a temporary General Foreperson or Foreperson for absences of less than three (3) days.
4. The Foreperson or General Foreperson will be compensated for all hours worked at the Foreperson's or General Foreperson's hourly rate of pay as assigned including work during an overtime period and for any paid holidays occurring after the temporary assignment is made. Any other hours on a paid leave status occurring during the period of the temporary assignment will be compensated at the individual's regular rate of pay.
5. The temporary Foreperson or General Foreperson will assume the same responsibilities of a regular Foreperson or General Foreperson and will be expected to establish work plans; dispatch individual workers and crews; review and sign timesheets, as appropriate; prepare requisitions and approve invoices; respond to emergencies as required of this position, and maintain good relations with schools and staff. A temporary Foreperson will not be assigned when the project or work order is less than required per C: Lead Rates.
6. The parties agree that forepersons shall be paid an additional \$3.00 per hour.

D. Rates of Pay:

1. The 2019-2020, 2020-2021, and 2021-2022 rates of pay shall be as set forth in Appendix A of this Agreement.
2. For the 2019-2020 school year, the base wage rates shall be increased by five and four-tenths percent (5.4%).
3. For the 2020-2021 school year, the base wage rates shall be increased by two and one-tenth percent (2.1%), or the state funded and authorized inflationary increase, whichever is higher.
4. For the 2021-2022 school year, the base wage rates shall be increased by two percent (2.0%), or the state funded and authorized inflationary increase, whichever is higher.
5. In the event the State of Washington reduces salary or benefits for school district classified staff, the parties agree that further reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Carpenters Union the manner in which the reductions may be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
6. In addition to the base wage rates as described herein, temporary employees who are ineligible for SEBB insurance benefits will receive an additional dollar and fifty cents (\$1.50) per hour in lieu of employer-funded insurance benefits.

- E. Overpayment retrieval:** Salary overpayments due to error shall be repaid to the District in accordance with State law.

ARTICLE XII: PENSION

A. Regular Employees:

1. The District shall provide the required contributions to the Public Employees Retirement System or School Employees' Retirement System, as appropriate, for regular employees only.

2. Regular employees shall not be eligible for District contribution to any other pension plan except as provided under Article VI-B-3.

B. Temporary Employees:

1. The District may as a matter of the recruitment process extend pension contribution as needed or allowable by law.
2. The District shall not be obligated to provide Public Employees Retirement System or School Employees Retirement System contributions to temporary employees except when a temporary employee has attained regular employee status as provided in Article VI-B-2.

ARTICLE XIII: SENIORITY

- A. Probationary Period:** Newly hired employees to employment in the bargaining unit, and/or employees who have been rehired to employment in the bargaining unit shall complete a five (5) month probationary period. At the conclusion of such probationary period, the employee will be credited with seniority for service time from his/her initial date of hire, less any time not spent working in the bargaining unit and will be granted full rights as outlined in Article XIII.

1. Temporary employment worked without a break in service of no more than one hundred and eighty (180) calendar days prior to regular appointment counts toward the five (5) month probationary period when the employee is hired into a regular position or attains regular employee status as provided in Article VI-B-2.
2. A break in service shall not be created for the sole purpose of creating an additional probationary period or to prevent a temporary employee from attaining regular employee status.

- B. Determination of Seniority:** In determining seniority, no deductions shall be made because of illness, accident, layoff or leave of absence when such time off does not exceed twenty-four (24) months.

- C. Loss of Seniority:** Any employee shall lose seniority under this Agreement for the following reasons:

1. Voluntary termination as a member of the bargaining unit.
2. Discharge for cause.
3. Failure to return to work within five (5) working days after receipt of written notice of recall from layoff. The District shall be responsible to provide such written notice to the employee with a copy to the Union. Receipt of notice by the Union begins the five (5) working day recall period.
4. Failure to return to work promptly after an authorized leave of absence.
5. Layoff for a period of twenty-four (24) months or longer, less time spent not working for the District.
6. It shall be the employee's responsibility to keep the union and District informed of current address and telephone numbers.

D. Layoff Notification:

1. Employees with three (3) years of service: Employees who have a minimum of three (3) years seniority shall be given one (1) week's notice prior to layoff.
2. Employees with six (6) or more years of service: Employees with six (6) or more years seniority shall be given two (2) weeks' notice prior to layoff.

- E. Short Calls:** The District may, if it chooses, use short calls of ten (10) days or less for the purpose of

eliminating the waiting period created by a seniority recall order.

- F. **Determination of Layoffs and Recalls:** The District and the Union agree that length of service and skills required shall determine layoffs and recalls.
- G. **Military Service:** An employee called into military service shall not lose any seniority to which entitled under the law. An employee's seniority date will not be affected by any period of paid Military Leave or the use of leave without pay (LWOP) while on unpaid Military Leave as provided in Article IX, Section H.
- H. **Temporary Employees:** Temporary employees shall not be used to replace regular employees with seniority unless those regular employees with seniority are unavailable as defined in Article XIII-C.

ARTICLE XIV: PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT PLAN

- A. Performance evaluations will be conducted as follows:
 - 1. All new hires will receive performance expectations at the start of their probationary period.
 - 2. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.
 - 3. Regular employees shall be evaluated annually on or before the employee's anniversary date and will be provided a copy of their evaluation; employees will review performance expectations as part of the annual performance evaluation process.
 - 4. Employees' immediate supervisor will be responsible for completing the evaluation. All evaluations will be reviewed by management prior to issuance.
 - 5. Employees who disagree with their evaluation may provide a written rebuttal; arrange to meet with the General Foreperson or Lead and Management for discussion or file a grievance if it pertains to process only.
- B. The performance evaluation will be developed and/or updated through the Labor/Management Committee.
- C. The Maintenance Manager will be responsible for implementing and carrying out a performance improvement plan for employees who have been placed on said improvement plan through the regular evaluation process.
- D. When an employee is placed on a performance improvement plan, he/she will receive a letter which will identify the specific:
 - 1. Issues which necessitated implementation of a performance improvement plan;
 - 2. Areas in which the employee must demonstrate sustained improvement; and consequences for failure to do so;
 - 3. Time period by which the employee will demonstrate improvement and
 - 4. The process for monitoring performance during that period.
- E. The Union will receive quarterly reports on performance improvement plans through the Labor/Management Committee.

ARTICLE XV: DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary

action.

- B. No regular (non-probationary) employee shall be disciplined except for just cause. Generally, discipline shall be progressive in nature. Examples of discipline include, but are not limited to, oral and written reprimands, suspensions and termination.

ARTICLE XVI: GROUP INSURANCE

- A. Group insurance will be provided through the School Employees Benefits Board Effective January 1, 2020.
- B. Consistent with the School Employees Benefits Board (SEBB) Program, eligibility for District-paid benefits will be determined by the District prior to every school year based on the District's anticipation that the employee will work at least 630 compensated hours per school year.
- C. The Union shall have the right to designate one representative to any District constituted Group Insurance Review committee, to the extent that such a committee is established.

ARTICLE XVII: GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances.
- B. Any dispute between the District and the Union concerning the interpretation, application or violation of the express terms of this Agreement shall be deemed a contract grievance.
- C. A contract grievance on behalf of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed with the time limits set forth herein.
- D. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- E. Failure of the District to respond within the time limits, as specified, allows for the grievant or the Union to proceed to the next step.
- F. Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based; that date being thirty (30) calendar days or less prior to the initial filing of the grievance.
- G. A contract grievance shall be processed in accordance with the following procedure:

Informal Step: A grievant shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level.

Step 1: If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, a contract grievance shall be presented by the Union Representative on a Grievance Review Request Form (See Appendix B) to the immediate supervisor of the aggrieved employee within ten (10) working days of the alleged contract violation. The parties shall make every effort to settle the contract grievance at this stage promptly. The Manager shall consult with and/or meet with the Union Representative, and respond to the grievance in writing within ten (10) working days.

Step 2: If the contract grievance is not resolved as provided in Step 1, the Union Representative shall forward the grievance to the Director of Facilities or designee within ten (10) working days after receipt of the Step 1 answer. The Director of Facilities or designee shall thereafter convene a meeting within ten (10) working days between the Union Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary by the District to a fair consideration of the alleged contract grievance. The Director of

Facilities or designee shall give a written answer to the Union within ten (10) working days after the contract grievance meeting.

Step 3: If the contract grievance is not resolved as provided in Step 2, the Union Representative shall forward grievance to the Director of Labor Relations or designee within ten (10) working days after receipt of the Step 2 response. The Director of Labor Relations shall convene a meeting of a Board of Conciliation within ten (10) working days. The Board of Conciliation shall consist of four (4) persons who have no direct involvement in the dispute. Each party shall appoint two (2) representatives. If the Board of Conciliation cannot affect a settlement within seven (7) days after the dispute has been heard, either party may refer the issue to Arbitration. A request for Arbitration shall be made within thirty (30) calendar days after the Board of Conciliation deadline.

Step 4: If the grievance has not been resolved as provided in Step 3 above, the Union may request mediation through the King County Alternative Dispute Resolution Program with the District within ten (10) working days of receipt of the Step 3 grievance response.

1. The parties will meet at mutually agreeable times to attempt to resolve the matter.
2. If the matter is resolved, the grievance will be withdrawn.
3. If the matter is not resolved, the grievance will continue through the grievance process.
4. The moving party can initiate the next step of the grievance process at the appropriate times, irrespective of this process.
5. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.
6. This section does not supersede or preclude any use of grievance mediation later in the grievance process.

Step 5: If the contract grievance is not settled in Step 4 the Union may refer the issue to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within thirty (30) calendar days after the answer in Step 4, and shall be accompanied by the following information:

1. Identification of section(s) of Agreement allegedly violated as presented in Step 2 or mutually amended;
 2. Nature of the alleged violation as presented in Step 3 or mutually amended;
 3. Question(s) which the arbitrator is being asked to decide; and
 4. Remedy sought.
- H. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
1. The parties shall abide by the award made in connection with any arbitral difference. There shall be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.
 2. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
 3. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union and the employees involved.

4. The cost of the arbitrator shall be borne equally by the District and the Union and each party shall bear the cost of presenting its own case.
5. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

ARTICLE XVIII: SAVINGS CLAUSE

If any provision(s) or any application(s) of this Agreement to any employee or group of employees shall be found contrary to law, then such provision(s) or application(s) shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XIX: WORK STOPPAGE

- A. The Union agrees not to cause any strikes or stoppages of work, and the District agrees not to engage in any lockouts during the life of this Agreement.
- B. It shall not be a violation of this Agreement or cause for discipline or discharge for any employee to refuse to cross a legal picket line (endorsed by the Seattle/King County Building and Construction Trades Council or the Pacific Northwest Regional Council of Carpenters) in the performance of his/her duties, as provided under this Article.

ARTICLE XX: JURISDICTIONAL DISPUTES

Any jurisdictional dispute which may arise between any two (2) or more labor organizations signatory to this collective bargaining agreement with the District shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the District and other affected Unions describing the substance of the dispute.
 1. During the thirty (30) day period following the written statement described in Article XX-A, the Unions along with representatives of the District shall attempt to settle the dispute among themselves.
 2. If the dispute is not settled by the means provided in Article XX-A (1), then the parties agree to settle the dispute with the assistance of the Washington State Public Employment Relations Commission Mediation Service.
- B. The District shall not assign work customarily performed by members of the Bargaining Unit to other District employees. Claims of violation of this understanding shall not be subject to the grievance and arbitration provisions of this agreement, but rather shall be processed in accordance with applicable law.

ARTICLE XXI: HIRING

- A. The District will call upon the appropriate local union to refer qualified applicants for work in the classifications herein contained.
- B. Selection and referral of applicants for jobs shall be on a non-discriminatory basis and shall in no way be affected by race, color, age, gender, creed, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation or mental, physical or sensory disability, nor by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- C. When the District has placed an oral or written order for referral of workers to the Local Union and should a shortage of applicants exist, and they cannot be supplied by the Local Union within forty-eight (48) hours from the time workers ordered are required to report to the job, Saturdays, Sundays and holidays excluded, the District may then seek applicants from other sources. When the District so hires

workers from sources other than the Local Union, the District shall notify the Union in accordance with Article IV-B.

- D. The District may conduct interviews for all new candidates. When the District has placed a written referral of new workers to the Union for interviews, the candidate will be compensated for their time for a minimum of two (2) hours. A candidate that is not hired has no recourse through the grievance provision of this agreement. Rehires are not subject to the interview process.

ARTICLE XXII: TERM OF AGREEMENT

This Agreement shall become effective when signed by all parties and will run through August 31, 2022. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least sixty (60), but no more than ninety (90), days prior to the expiration date of the Agreement.

ARTICLE XXIII: PROTECTION OF EMPLOYEES AND PROPERTY

The District or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to or from his/her place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on District premises or while the employee is on duty, subject to the following conditions:

- A. The District shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed five hundred (\$500) dollars.
- B. There shall be no reimbursement for loss of cash.
- C. The use of personal equipment at work must have the prior approval of the supervisor, and a current inventory must be on file.
- D. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement under this Article.
- E. A Notice of Loss and Claim Reimbursement Form must be filed with the District's General Counsel's Office within twenty (20) days after the damage or loss occurs.

ARTICLE XXIV: APPRENTICESHIP PROGRAM

The Union and District Agree to establish an Apprenticeship Program.

The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the Seattle School District Apprentice Sub-Committee.

1st period 67% of Carpenter rate of pay from 00-06 months
2nd period 71% of Carpenter rate of pay from 07-12 months
3rd period 75% of Carpenter rate of pay from 13-18 months
4th period 79% of Carpenter rate of pay from 19-24 months
5th period 83% of Carpenter rate of pay from 25-30 months
6th period 87% of Carpenter rate of pay from 31-36 months
7th period 91% of Carpenter rate of pay from 37-42 months
8th period 95% of Carpenter rate of pay from 43-48 months

2019-20 CARPENTER SALARY SCHEDULE (CR1)

Effective 9/1/2019

Trade		Wage Rate
Carpenter 15009601	Hourly	\$34.50
	Monthly	\$5,978.27
	Annual	\$71,739
General Foreperson 15002865	Hourly	\$45.76
	Monthly	\$7,931.73
	Annual	\$95,181

Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.

2019-20 Carpenters Salary Schedule with a 5.4% COLA increase effective 9/1/2019.

2020-21 CARPENTER SALARY SCHEDULE (CR1)

Effective 9/1/2020

Trade		Wage Rate
Carpenter 15009601	Hourly	\$35.22
	Monthly	\$6,104.80
	Annual	\$73,258
General Foreperson 15002865	Hourly	\$46.72
	Monthly	\$8,098.13
	Annual	\$97,178

Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.

2020-21 Carpenters Salary Schedule with a 2.1% increase effective 9/1/2020.

If the state funded authorized inflationary increase is higher than 2.1%, the salary schedule will be adjusted, accordingly.

2021-22 CARPENTER SALARY SCHEDULE (CR1)

Effective 9/1/2021

Trade		Wage Rate
Carpenter 15009601	Hourly	\$35.93
	Monthly	\$6,226.13
	Annual	\$74,714
General Foreperson 15002865	Hourly	\$47.66
	Monthly	\$8,261.07
	Annual	\$99,133

Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.

2021-22 Carpenters Salary Schedule with a 2.0% increase effective 9/1/2021.

If the state funded authorized inflationary increase is higher than 2.0%, the salary schedule will be adjusted, accordingly.

APPENDIX B: GRIEVANCE REVIEW REQUEST

Carpenters

GRIEVANCE REVIEW REQUEST

DESTINATION:

- Human Resources
- Facilities Supervisor/Director
- Grievant
- PNWRCC

GRIEVANCE NUMBER:

Trades#:

District#:

Grievant:	Name	Job Title	Location	Date Submitted
Supervisor:	Name	Job Title	Location	Date Resolved
Grievance:				
1. Describe fully when, where and how the grievance took place (attach additional information as necessary):				
2. State specific provision(s) of the Agreement which is alleged to have been violated, misinterpreted or misapplied:				
3. Remedy requested:				
Grievant's Signature:			Date:	
Informal Step	Did the informal Step occur? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Supervisor:	Date:	
Step 1 Hearing Date:	Was Union Rep present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Response Date (copy attached):	
Supervisor's Signature:		Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Union Representative's Signature	Date:
Step 2 Hearing Date:	Was Union Rep present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Response Date (copy attached):	
Director's/Designee's Signature:		Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Union Representative's Signature	Date:
Step 3 AAA Date:	AAA Participants:	Name of Arbitrator:	Response Date:	



Pacific Northwest Regional Council of Carpenters

2019-2022 Collective Bargaining Agreement

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Clover Codd
Chief Human Resources Officer
ccodd@seattleschools.org

Attached is a copy of the 2019-2022 Collective Bargaining Agreement between Seattle Public Schools ("the District") and Pacific Northwest Regional Council of Carpenters (the Carpenter") in track changes.



PACIFIC NORTHWEST- REGIONAL COUNCIL OF CARPENTERS

20196-202219

COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE SCHOOL DISTRICT NO. 1

and

PACIFIC NORTHWEST
REGIONAL COUNCIL OF CARPENTERS

Includes:

20196-202219 Collective Bargaining Agreement

20196-202017 Salary Schedule

202017-202118 Salary Schedule

202118-202219 Salary Schedule

Grievance Request Form

2016-2019 Memorandum of Understanding



Jeff Thorson, Chief Negotiator

SEATTLE SCHOOL DISTRICT NO. 1:

Denise Juneau, Superintendent
Human Resources Officer

Clover Codd, ~~Asst. Supt. of Human Resources~~ Chief

~~2016-2019~~2019-2022 COLLECTIVE BARGAINING

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~~2016-2019~~2019-2022

COLLECTIVE BARGAINING AGREEMENT

between **the**

SEATTLE SCHOOL DISTRICT NO. 1

and **the**

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

ARTICLE I: RECOGNITION

- A. The Seattle School District No. 1, hereafter referred to as the District, recognizes the Pacific Northwest Regional Council of Carpenters hereafter referred to as the Union, to be the sole and exclusive bargaining agent of all Carpenter employees who are employed in classifications listed in Appendix A of this Agreement.
- B. In the event the District creates a new job classification for work covered by this Agreement, it will notify the Union who will have the opportunity to negotiate with the District over all mandatory subjects of bargaining. If there is a dispute as to whether the classification is covered by this Agreement, the matter shall be referred to the Washington State Public Employment Relations Commission Mediation Services for adjudication.
- C. The District and the Union recognize that it is in their best interest to develop good on-going working relationships, a collaborative problem-solving mechanism and a collaborative way to deal with problems as they arise. Therefore, the parties agree to meet and discuss subjects of respective and/or mutual interest. All or any subjects of discussion shall be deemed of interest worthy of pursuit.

ARTICLE II: AFFIRMATIVE ACTION/NON-DISCRIMINATION

- A. The District and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, gender, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation, or mental, physical or sensory disability.
- B. The Union agrees with and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with Title VII, Title IX of the Civil Rights Act of 1964 and/or Washington State Statutes.

ARTICLE III: MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business and operations. Accordingly, except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign and retain employees and to discipline, suspend or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off; the right to establish, change and direct the methods and processes of doing work, to introduce new and improved work methods or equipment and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business and to require their observance. Except for emergency situations or matters involving safety, changes or additions to work rules promulgated by the Maintenance Manager will be distributed to affected employees at least twenty-four (24) hours before they become effective.

A. **Subcontracting**

~~A.~~

The District shall retain its right to sub-contract work. However, the District shall not sub-contract work covered by the classifications included in this agreement if the Core Group of Carpenter employees are less than 8. The Carpenter Core Group shall be 8 employees. After the adoption by the School District of the annual budget, the District shall meet annually with the Union. The District shall inform the Union of the number of Core Group employee positions that it will have for the following school year before the start of that school year as long as the School District Board of Directors has adopted the District budget for the ensuing school year. This is not a guarantee of employment, but rather it is a commitment to limit the use of outside contractors to times when the Core Group of employees are working. As an exception to the foregoing commitment not to subcontract unless all of the Core Group of employees are working, the District may still subcontract if any of the following conditions occur:

1. The required services are uncommon to District employees because they are special, highly technical, peculiar or unique in character.
2. The required services involve the use of equipment or materials not possessed by the District at the time and place required.
3. When the services of a contractor are necessary for health and safety reasons.

There shall be no restriction on subcontracting any work at any time under any conditions which is above the bid threshold established by law or under any circumstance where the District is required to comply with applicable law.

B. Small Works Process and Procedures

1. All projects, at or below the self-performance threshold established by law and District policy 75K in combined labor and material estimated costs ("Small Works") will be presented to the Management for consideration of accomplishment by the Maintenance Section. If the project is work that can be accomplished without special tools or equipment, the Maintenance Section needs to rent or purchase and the current staff has the ability to complete the task or the Maintenance Section can hire itinerant staff with the requestor's timeline and without expected overtime, the Maintenance Section will have the first right of refusal. Management will advise the requestor within twenty-four (24) hours whether the project can be done as presented or if additional information is needed to consider the project for completion. Upon presentation of the additional information this time period may be extended two (2) weeks. The proposed project must be specified to a point that it is possible to estimate resources and time necessary for completion of the project. Management will discuss any project that he or she is considering rejecting with the Unit Foreperson before making a decision to pass over a project. Management reserves the right to retain Carpenters bargaining unit work to be performed by bargaining unit personnel when necessary for scheduling and/or cost efficiencies.
2. The contractor must provide proof of Bid bond if over 35K, Current/valid Contractors License, UBI#, department of Revenue Proof, City of Seattle Business License.
3. The Contractor must meet the District's and Labor and Industries requirement regarding prevailing wages. The contractor's employees shall be fingerprinted and submit to a background check when they are providing services at a public school where there may be contact with children.
4. The District will add the following informational statement on the District's Small Works web page, together with a link to the Pacific Northwest Regional Council of Carpenters' Apprenticeship Website:

Seattle Public Schools supports skilled craft and trade Apprenticeship Programs as part of the continuum of education for our students. We encourage Small Works contractors to actively participate in Apprenticeship Training programs with our Labor partners.

For more information on the Pacific NW Regional Council of Carpenters Apprenticeship Program, go to: nwcarpenter.org or ctww.org.

ARTICLE IV: ~~UNION SECURITY~~ MAINTENANCE OF MEMBERSHIP

- A. Membership Rights:** ~~The District shall have the right to hire persons without regard to Union membership; provided, however, that the District and the Union shall abide by the following Union Security Clause which reads as follows:~~ All employees working in the bargaining unit shall have the right to become a union member upon hire. The District, including supervisors and managers, agrees to direct all questions and communications from unit employees regarding union membership directly to the Union.
- B. Notice to Union:** The District shall advise the Council and applicable Union of the names, work email address, job classification, FTE status and work location, of new District employees covered by this Agreement within seven (7) calendar days following the date of employment, if the employee is hired outside of the union referral process.
- C. New Employee Orientation, Union Presentation:** Employees hired outside of the union referral process, not less than five (5) working days before a new employee orientation, the District shall forward to the Union a list of names of those bargaining unit employees who shall be attending. The District shall also provide at least thirty (30) minutes for new hires into the bargaining unit to meet with the Union's designated representative during the employee's normally scheduled new hire orientation with the District.
- D. Automatic Payroll Deduction:** Upon receipt of written authorization individually signed by the employee, the District will deduct from the pay of such employee the amount of dues and initiation fees as certified by the Union. The District shall transmit such fees to the Union once each month on behalf of the members involved.
- E. Dues Deduction Cancellation:** An employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the District, with the District stopping deductions following written confirmation from the Union that the employee dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee. The District will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.
- F. Hold Harmless:** The Union will indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off of dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.
- G. Public Records Request:** When the District receives a public records request that is specific to an employee's personnel records, the District will inform the employee of the request. When the District receives a public records request pertaining to the bargaining unit and/or Union membership as a whole, the District shall notify the Union as soon as possible after the District's Labor and Employee Relations department receives notification of the request.

A. _____

~~It shall be a condition of employment that all employees of the District covered by this Agreement who are members of an affiliated local union in good standing on the effective date of this Agreement shall remain~~

~~members in good standing, and those who are not members on the effective date of this Agreement, shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing with the Carpenters Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Carpenters union.~~

~~B. The District will notify the Union of new hires and rehires who are to become members of an affiliated local by telephone or in writing on or before the first day of each month.~~

~~C. _____~~

~~D. It is also agreed that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the District with notification of the Union's intent to request discharge in fifteen (15) days if compliance is not met by the employee.~~

ARTICLE V: DUES DEDUCTIONS

~~A. The District shall deduct union membership dues from the wages of each employee who has submitted a written authorization. Such deductions shall be transmitted monthly to the Union on behalf of the employees.~~

~~B. The written authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement, whichever occurs sooner and shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the District and the Union, whichever shall be the shorter, unless written notice is given by the employee to the District, Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration for each period of one (1) year, or of each applicable collective bargaining agreement between the District and the Union, whichever occurs sooner.~~

~~C. The Union will indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off of dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.~~

ARTICLE ~~VI~~V: REPRESENTATION

~~A. The Union Representative may appoint a Steward among the employees that the Union represents under this Agreement. The Union shall provide the Maintenance Manager with the name of its Steward. A Steward shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall a Steward interfere with orders of the District or change working conditions.~~

B. The Union and the District agree to attend monthly Labor Management Committee meetings. The Labor Management Committee shall continue efforts to discourage and prevent harassing, abusive and/or disruptive behavior at work.

~~B. _____~~

ARTICLE ~~VII~~VI: DEFINITIONS

- A. **Employees:** For the purpose of this Agreement "Employee" shall mean a person employed by the District in one of the classifications listed in Appendix A.
- B. **Regular Employees:**
1. Employees who are actively on the payroll and normally assigned to work twelve (12) months per year, forty (40) hours per week and eight (8) hours per day.
 2. A regular employee may be so designated at the time of hire or will become a regular employee upon successfully completing five (5) months of employment in any consecutive twelve (12) month period with a minimum of seventy (70) hours of regular time in each of those months. Upon becoming a regular employee such employee shall be awarded seniority rights retroactive to their original date of hire as a temporary employee. Such employee shall serve a probationary period as outlined in Article ~~XIV~~XIII-A.
 3. Any employee hired as a regular employee who is laid off prior to completing the five (5) months/seventy (70) hours condition shall be granted health and welfare benefits as though such employee had initially been employed as described in Article ~~VII~~IV-C.
 4. Annual Leave and Sick/Emergency Leave rights shall be granted retroactive to the first date of the qualifying period for any/all employees achieving regular employee status.
- C. **Temporary Employees:** A temporary employee shall be hired on a short-term basis and shall only accrue health and welfare benefits as described in Article ~~XVII~~XVI-B (Group Insurance). All temporary employees hired by the District shall be paid an hourly rate as shown in Appendix A. Such temporary employees shall not acquire seniority and shall be subject to termination at any time without recourse to the grievance procedure.
- D. **Apprentice Employees:** Apprentices are those workers who are registered with the State of Washington according to RCW 49.04 and are participating in a State approved training program administered by a joint labor-management committee.

ARTICLE ~~VIII~~VII: HOURS AND OVERTIME

- A. **General Expectations:** The ability to work regularly is a requirement of continued employment. Employees must report all absences to his or her supervisor before the beginning of the employee's scheduled shift except in the case of an emergency.
- B. **Normal Work Schedule:** For regular employees, the normal work schedule Monday-Friday, will be forty (40) hours per week, eight (8) hours per day between the hours of 6:00 a.m. and 6:00 p.m., excluding a one-half (1/2) hour lunch period five (5) days per week. This shall not be construed as being a guarantee by the District of any particular number of hours.
- C. **Overtime:**
1. When an employee is compensated in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay.
 2. Work performed on Sundays and holidays shall be compensated at double time the employee's regular rate of pay.

3. No pyramiding of overtime shall be allowed.

~~3.~~

4. All overtime must be authorized, in advance, by Management or the management-designated supervisor. The appropriate craft and personnel will be dispatched.
5. The Foreperson may assign mandatory overtime.
6. When an employee is called back to work-, all such call back time shall be paid at the overtime rate. To provide flexibility and encourage employees to be as safe as possible, there are options:
 - a. The employee's next regular shift is adjusted so that the employee works his/her shift beginning from the end of the call back time.
 - b. The employee's next regular shift is adjusted so that the employee has an eight (8) hour break between the end of call back time and the beginning of the next shift.
 - c. The District can authorize a rest period for the employee on paid time during the employee's next regular shift.
7. Employees on paid leave status do not qualify for overtime pay.

D. Special Premium Pay:

A premium of two dollars and fifty cents (\$~~2.500~~) shall be paid to employees who work a second shift (after 11:00 am) except for employees working on an overtime basis as an extension of their regular day shift. Employees assigned to work second shift will continue to receive the second shift two dollar and fifty cents (\$~~2.500~~) premium for temporary day shift assignments of two (2) weeks or less. Employees who are assigned a Monday through Friday shift shall receive time and one-half (1-1/2) for all Saturday work, unless the employee was in leave-without-pay status during that week.

E. Refusal of Assignment Outside Regular Hours: In assigning work for swing shift, the employer will first ask for volunteers. Employees interested in volunteering must submit their desire to volunteer in writing to their direct supervisor. Employees may submit their interest at any time of the year. This request may be amended or withdrawn at any time, however any changes to the voluntary list shall be effective ten (10) working days after the written request is submitted.

E. if enough people do not volunteer, the employer will assign people in inverse seniority order. If a significant hardship is created by assigning an employee to swing shift, the employer will review and verify the circumstances with the Union, and where appropriate, the employer will pass over this employee and assign the next least senior employee.

If there are more volunteers than available for swing shift positions for a particular craft, those volunteers with the most seniority within the craft and with the required skill within the craft shall be assigned to the available positions except in situations where the more senior volunteer within the craft has a skill/expertise and/or performs a special function as part of his/her regular duties for which the District determines it will retain that employee on other than the swing shift.

- F. **Call Back:** Any employee who is required to return to work after the end of his/her regular shift shall be paid a minimum of four (4) hours pay at his/her appropriate rate.
- G. In situations where the employee does not have to return to work (works on-line) the employee will be compensated for time worked at one and one-half (1½) times the individual employee's hourly rate of pay for regular shift; time will be rounded up to the nearest 15 minutes, with a 30 minute minimum. If called back by management while on approved vacation or personal leave time the work time will be paid at double the regular rate of pay.

H. **Show Up Pay:** Any employee called to work shall be paid a minimum of two (2) hours at appropriate rate of pay.

~~1.~~ **Lunch Period:** The District shall establish a regular non-paid lunch period for each employee. In the event an employee is required to perform work beyond five (5) hours without lunch the employee shall_

I. receive one-half (1/2) hour penalty pay at the applicable overtime rate and shall also receive time to eat.

J. Four Ten Hour Day Shifts (4-10's):

1. Four Ten Hour Shifts (4-10's) may be scheduled, so long as the District provides at least seven (7) days advance notice. Prior to termination of the four-ten hour shift schedule, the District shall provide at least seven (7) calendar days advance notice. Management reserves the right to decline 4-10 shifts for positions required to work a traditional five (5) day/8 hour day schedule due to coverage and/or operational needs.
2. The following conditions shall apply specifically to the four-ten hour shifts:
 - a. Overtime shall be paid after ten (10) hours in a day or forty (40) in one week.
 - b. Holidays: During a holiday week, the employees shall revert to an eight (8) hour day. Holiday pay shall be paid at eight (8) hours per day.
 - c. Leave Accruals: Employees who are working four-ten hour shifts (4X10's) shall earn (accrue) the same number of total annual hours for annual leave, sick leave, holiday pay, personal leave, and bereavement leave. Example: an employee working five (5) days per week and who has two (2) years service earns eighty (80) hours of annual leave. If that employee goes to work on a 4X10 schedule, he/she shall earn (accrue) eighty (80) hours of annual leave. Employees shall not earn (accrue) more leave or less leave than if they were on an eight (8) hour day schedule.
 - d. Taking Leave: Employees who work ten (10) hour days shall be paid and be charged ten (10) hours per day for sick leave, personal leave, annual leave, and bereavement leave. Employees shall not earn more leave or less leave than if they were on an eight (8) hour day schedule.
3. If enough volunteers cannot be found to work this 4-10 schedule, employees shall be assigned by reverse seniority within each craft and skill within a craft.

If there are more volunteers than available 4-10's position for a particular craft, those volunteers with the most seniority within the craft and with the required skill within the craft shall be assigned to the available positions except in situations where the more senior volunteer within the craft has a skill/expertise and/or performs a special function as part of his/her regular duties for which the District determines it will retain that employee on other than the 4-10's shift.

- K. **Shift Change:** The District shall give four (4) working days' written notice prior to changing any and all shifts. At the District's discretion, employee requests to adjust their start time may be granted with one (1) day's notice.

ARTICLE ~~IX~~VIII: HOLIDAYS

- A. The following are paid holidays for all regular employees regardless of the day of the week on which they fall:

Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas

New Years Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

- B. The District shall pay each regular employee at his/her straight-time hourly base rate not to exceed eight (8) hours for each of the above designated holidays when not worked. In order to qualify for holiday pay, an employee must have worked his/her last scheduled workday before and his/her first scheduled workday after the holiday. Exception will be made in cases where absence on the workday prior to or the workday following was due to annual leave, injury, bona fide illness covered by a doctor's certificate, or temporary layoff of less than thirty (30) days.
- C. The actual days observed shall be as designated on the calendar adopted by the School Board.

ARTICLE XIX: LEAVES

A. Annual Leave:

- 1. Each year, regular employees, upon their employment anniversary dates, shall be entitled to paid Annual Leave corresponding to the following schedule:

Years of Service	Annual Leave
0-4 Years	13 Days or 104 Hours
5-14 Years	18 Days or 144 Hours
15-18 Years	23 Days or 184 Hours
19+ Years	28 Days or 224 Hours

- 2. Such Annual Leave entitlement shall be prorated where unpaid absences exceed thirty (30) days in the twelve (12) months preceding the anniversary date.
- 3. Current employees shall be credited with Annual Leave based on their length of service.
- 4. No Annual Leave can be taken before earned.
- 5. Annual Leave days to a limit of thirty (30) may be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than thirty (30) Annual Leave days at time of termination. Any balance over thirty (30) days may be applied to scheduled Annual Leave prior to termination.
- 6. The scheduling of Annual Leave days shall be at the discretion of management, and the employee, based upon operational need.
 - a. In establishing vacation schedules, each craft must retain enough staff to cover anticipated operational needs.
 - b. Vacation Request Process
 - i. An employee's annual leave request should be provided to management in writing thirty (30) days in advance of the leave. Annual leave requests that are submitted less than thirty (30) days in advance may not be granted, and annual leave will not be granted if the employee has an insufficient leave balance. Vacation conflicts will initially be worked out between employees. It may not be possible to grant all employees the annual leave they would prefer. If an agreement cannot be reached, information will be reviewed by management to determine the schedule. Management will respond to the employees' leave request in three (3) working days.
 - ii. Approval for short-notice, incidental leave of less than 1 day up to 3 days will be pre-authorized by the supervising foreperson and notice of leave must be submitted to

management timely. Incidental leave will not be unreasonably withheld.

ii. _____

7. Maximum accumulation is limited to 240 hours. Employees must eliminate accumulated leave in excess of 240 hours each fiscal year (September-August). Such employees will be required to submit a plan for approval by their supervisor for eliminating excess leave by this deadline. Any unused leave in excess of 240 hours each fiscal year (September-August) will be reclaimed by the District.

B. Sick Leave:

1. Each regular employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service or major fraction thereof to be used for absences caused by non-occupational illness, non-occupational injury, medical disability (including childbearing), poor health, or child care to the extent required by law. Use of such leave shall be set forth in Items a and b below. In the event there is an emergency caused by family illness, where no reasonable alternative is available to the employee, Sick Leave may be used subject to the conditions set forth for Personal Leave (~~X-C~~ Article IX, C).
- a. Use of Sick Leave shall be reported to the employee's supervisor prior to the start of the work shift and will become effective upon the first day of absence.
- b. A physician's certificate or other verification of illness or injury may be required for approval of Sick Leave beyond three (3) consecutive days.
- ~~c. After the fifth (5th) consecutive day of absence, a physician's certification of illness will be required without diagnosis.~~
2. Accumulation: Employees shall be allowed to accumulate up to one hundred eighty (180) days of Sick Leave or as may be amended by State law.
3. Sick Leave Buy Back Program:
 - a. At the time of separation from District employment, an eligible employee or the employee's estate shall be entitled, upon written request to Human Resources, to compensation for all unused Sick Leave up to the one-thousand four-hundred forty (1,440) hour maximum at the ratio of 4:1 at his/her straight time hourly rate. Alternatively, if/when the District offers VEBA III or other qualifying program, the District will discuss such programs with the Union.
 - b. On or about January 15 of each year, employees may elect to be compensated at the ratio of a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave in excess of sixty (60) days which was earned but unused during the previous calendar year.

C. Personal Leave:

1. Two (2) days [one (1) day if hired on or after March 1] of Personal Leave shall be available per fiscal year (September 1 through August 31) to regular employees for hardships or other pressing needs and will be granted in situations which require absence during working hours for purposes of transacting or attending to personal or legal business or family matters. Such days shall not accumulate from year to year.
2. The conditions for granting Personal Leave are as follows:
 - a. The situation must have been suddenly precipitated and must be of such nature that pre-planning was not possible, or such that pre-planning could not have eliminated the need for the leave; and,
 - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.

D. Bereavement Leave:

1. In cases of death in the immediate family the employee will be allowed up to three (3) days Bereavement Leave. In cases where emergency factors or long distances (200 miles or more from the employee's home) are involved, the employee may request up to two (2) additional days leave.
 - a. ~~Such requests~~ Requests for bereavement leave beyond three (3) days must be pre-approved by Facilities Management. ~~should be sent to the employee's foreperson who shall submit it to the Maintenance Manager for approval.~~
 - b. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, step-parent, sister, brother, husband, wife, domestic partner, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who is living with, or considered part of, the family.
2. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
3. The employee requesting Bereavement Leave may be required to provide verification.

E. Jury Duty and Court Appearances:

1. Employees may serve as jurors in accordance with State and Federal laws.
2. Requests for Jury Duty for the necessary temporary leave shall be made in writing to the employee's foreperson, who shall submit it to the Maintenance Manager for approval.
3. Employees who serve as jurors during the work year shall receive full pay.
4. When an employee is subpoenaed to appear as a witness in a court proceeding during a normal work day on the District's behalf or as a witness in a proceeding in which the employee has no personal interest, the employee shall receive his/her regular pay for the day, provided that a copy of the subpoena is provided to the District. This provision does not apply where the employee's appearance is adversarial to District interests.

F. Unpaid Leaves:

The District does not grant unpaid leaves of absence or voluntary days off without pay except in unusual circumstances. Requests must be submitted in writing to the department manager and be approved before any leave of absence begins.

G. Shared Leave:

The District agrees to maintain a leave sharing plan that conforms to the law.

H. Military Leave:

An employee called into military service shall not lose any seniority to which entitled under the law.

1. "Military Service" as defined by USERRA, means the performance of duty on a voluntary or involuntary basis in a uniformed service, including but not limited to: active duty, active duty training, initial active duty for training and inactive duty training, full-time National Guard duty, absence from work for examinations to determine a person's fitness for any of the above types of military duty; funeral honors duty and duty performed as disaster response.

4. _____

2. Employees called into military service will be granted paid military leave as provided by state and/or federal law. Paid military leave is not to exceed twenty-one (21) days in any federal fiscal year (October 1 through September 30).
3. When military service exceeds twenty-one (21) days in any federal fiscal year, an employee will be on unpaid military leave. An employee on unpaid military leave may elect to use accrued annual leave, compensatory time and/or leave without pay (LWOP).

I. Family and Medical Leave Act (FMLA):

The District will comply with current Federal and State statutes.

- J. Peak Workload Availability Incentive:** In order to maximize the availability of all employees during the period that schools are most accessible, a five hundred and forty-seven dollars and six cents (~~\$54700.006~~) peak workload availability incentive will be paid to all regular employees who do not use any leave during the period of August 1 through September 10. Starting in the school year immediately proceeding the ratification of this Agreement, the incentive will be increased by the state funded and authorized inflationary adjustment that year. The incentive will be on the eligible employees' October paycheck following the incentive period each year. To be eligible to receive this incentive, an employee must be employed with the District and be a regular status or full-time temporary employee prior to July 1 of the incentive period. Management agrees to review exceptional circumstances if an employee has taken leave during the eligibility period and requests review prior to taking leave if possible and no later than three (3) days after returning to work. Management will provide notice if a requested exception is not approved.

ARTICLE ~~XIX~~: INJURY WHILE ON DUTY

- A. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated as follows:
1. State Medical Aid and/or compensation shall be paid upon validation of a claim by the Washington State Department of Labor and Industries and the Seattle School District in accordance with the Industrial Insurance Laws of the State of Washington, provided:
 - a. The employee shall promptly submit a Worker's Compensation Claim with the assistance of the designated District Office; and,
 - b. The employee provides to the designated District office monthly physician reports verifying continuation of the disability which prevents the employee from performing his/her duties.
 - c. An employee who suffers an injury must report any injury, no matter how slight.
 2. In the instance of an injury described above, an employee shall be entitled to such benefits in accordance with the Industrial Insurance Laws of the State of Washington.
- B. Employees may elect to utilize earned Annual Leave or Sick Leave, in hourly increments, to supplement time loss payments to ensure that the employee receives his/her regular net pay; provided that, the employee may elect to exercise the option of not using earned Annual Leave or Sick Leave to supplement time loss payments.

ARTICLE ~~XIX~~: RATES OF PAY

A. Payroll Schedules:

1. Regular Employees shall be paid monthly.

2. Temporary Employees shall be paid twice per month.

~~2.~~

3. If regular employees are laid off, they will be paid off within ten (10) days of the layoff date.
4. All employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case by case basis.

~~4.~~ 5.5. -Upon the ratification of this Agreement, the District will email pay statements to the employee's District email address, utilizing the District's network firewalls, for better security and privacy. Staff can access email from any internet connected device (home computers, mobile tablets, smart phones, etc.) through the MySPS portal and pay statements can be easily downloaded. Employees will also be able to access their pay statement through the Employee Self Service (ESS) portal. Access to ESS requires employees to be logged into a district computer in a district building.

B. **Rate Protection:** As a result of signing this Agreement, no current employee shall have his/her hourly rate reduced below the level currently paid to a journeyman.

C. **Lead Rates:**

1. Management shall appoint a General Foreperson when five (5) or more Journeymen are directly assigned to work for them. General Forepersons have the following responsibilities: supervision of the workers and/or contractors; material requisition planning and scheduling; approves employee payroll and work order time; knowledge or codes and provides electrical, structural, mechanical, etc. expertise. The General Foreperson pay shall be reflected in Appendix A.
2. Management shall appoint a Foreperson for work orders and/or projects requiring multiple Journeymen or the Foreperson has the following responsibilities; supervision of the scope of work; material requisition, and planning and scheduling. In the event that mutual agreement on the need for supervisor staffing cannot be reached between the general foreperson and first-line management, the matter may be taken up by the Union with the Director of Facilities Operations or designee. Only regular employees (including temporary employees who have attained regular status) are eligible to be assigned Foreperson responsibilities.
3. If a General Foreperson or Foreperson is absent for three (3) or more working days, the District shall appoint a temporary General Foreperson or Foreperson to replace him/her. District Management may appoint a temporary General Foreperson or Foreperson for absences of less than three (3) days.
4. The Foreperson or General Foreperson will be compensated for all hours worked at the Foreperson's or General Foreperson's hourly rate of pay as assigned including work during an overtime period and for any paid holidays occurring after the temporary assignment is made. Any other hours on a paid leave status occurring during the period of the temporary assignment will be compensated at the individual's regular rate of pay.
5. The temporary Foreperson or General Foreperson will assume the same responsibilities of a regular Foreperson or General Foreperson and will be expected to establish work plans; dispatch individual workers and crews; review and sign timesheets, as appropriate; prepare requisitions and approve invoices; respond to emergencies as required of this position, and maintain good relations with schools and staff. A temporary Foreperson will not be assigned when the project or work order is less than required per C: Lead Rates.
6. The parties agree that forepersons shall be paid an additional \$3.00 per hour.

D. **Rates of Pay:**

1. The ~~2016-17, 2017-18, and 2018-19~~ 2019-2020, 2020-2021, and 2021-2022 rates of pay shall be as set forth in Appendix A of this Agreement. ~~For each year of the agreement the Carpenters salary schedule will increase by 3%, including COLA, or COLA alone, whichever is more.~~

2. For the 2019-2020 school year, the base wage rates shall be increased by five and four-tenths percent (5.4%).
3. For the 2020-2021 school year, the base wage rates shall be increased by two and one-tenth percent (2.1%), or the state funded and authorized inflationary increase, whichever is higher.
4. For the 2021-2022 school year, the base wage rates shall be increased by two percent (2.0%), or the state funded and authorized inflationary increase, whichever is higher.

~~2. The percentage increase will be designed to fully utilize the increased funding in accordance with legislative intent. Prior to the implementation of pass-through increases, the District will discuss with the Pacific Northwest Regional Council of Carpenters Union the appropriate amount and distribution of the funds.~~

5. In the event the State of Washington reduces salary or benefits for school district classified staff, the parties agree that further reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Carpenters Union the manner in which the reductions may be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

3.6. In addition to the base wage rates as described herein, temporary employees who are ineligible for SEBB insurance benefits will receive an additional dollar and fifty cents (\$1.50) per hour in lieu of employer-funded insurance benefits.

~~4. Salary Schedule: Employees shall receive the wage rate as shown in Appendix A.~~

E. **Overpayment retrieval:** Salary overpayments due to error shall be repaid to the District in accordance with State law.

ARTICLE ~~XIII~~XII: PENSION

A. **Regular Employees:**

1. The District shall provide the required contributions to the Public Employees Retirement System or School Employees' Retirement System, as appropriate, for regular employees only.
2. Regular employees shall not be eligible for District contribution to any other pension plan except as provided under Article ~~VII~~VI-B-3.

B. **Temporary Employees:**

1. The District may as a matter of the recruitment process extend pension contribution as needed or allowable by law.
2. The District shall not be obligated to provide Public Employees Retirement System or School Employees Retirement System contributions to temporary employees except when a temporary employee has attained regular employee status as provided in Article ~~VII~~VI-B-2.

ARTICLE ~~XIV~~XIII: SENIORITY

A. **Probationary Period:** Newly hired employees to employment in the bargaining unit, and/or employees who have been rehired to employment in the bargaining unit shall complete a five (5) month probationary period. At the conclusion of such probationary period, the employee will be credited with seniority for service time from his/her initial date of hire, less any time not spent working in the bargaining unit and will be granted full rights as outlined in Article ~~XIV~~XIII.

1. Temporary employment worked without a break in service of no more than one hundred and eighty (180) calendar days prior to regular appointment counts toward the five (5) month probationary period when the employee is hired into a regular position or attains regular employee status as provided in Article ~~VII~~VI-B-2.
2. A break in service shall not be created for the sole purpose of creating an additional probationary period or to prevent a temporary employee from attaining regular employee status.

B. **Determination of Seniority:** In determining seniority, no deductions shall be made because of illness, accident, layoff or leave of absence when such time off does not exceed twenty-four (24) months.

C. **Loss of Seniority:** Any employee shall lose seniority under this Agreement for the following reasons:

1. Voluntary termination as a member of the bargaining unit.
2. Discharge for cause.

~~2.~~

3. Failure to return to work within five (5) working days after receipt of written notice of recall from layoff. The District shall be responsible to provide such written notice to the employee with a copy to the Union. Receipt of notice by the Union begins the five (5) working day recall period.
4. Failure to return to work promptly after an authorized leave of absence.
5. Layoff for a period of twenty-four (24) months or longer, less time spent not working for the District.
6. It shall be the employee's responsibility to keep the union and District informed of current address and telephone numbers.

D. **Layoff Notification:**

~~D.~~

1. Employees with three (3) years of service: Employees who have a minimum of three (3) years seniority shall be given one (1) week's notice prior to layoff.
 2. Employees with six (6) or more years of service: Employees with six (6) or more years seniority shall be given two (2) weeks' notice prior to layoff.
- E. **Short Calls:** The District may, if it chooses, use short calls of ten (10) days or less for the purpose of eliminating the waiting period created by a seniority recall order.
- F. **Determination of Layoffs and Recalls:** The District and the Union agree that length of service and skills required shall determine layoffs and recalls.
- G. **Military Service:** An employee called into military service shall not lose any seniority to which entitled under the law. An employee's seniority date will not be affected by any period of paid Military Leave or the use of leave without pay (LWOP) while on unpaid Military Leave as provided in Article IX, Section H.
- H. **Temporary Employees:** Temporary employees shall not be used to replace regular employees with seniority unless those regular employees with seniority are unavailable as defined in Article ~~XIV~~XIII-C.

ARTICLE ~~XV~~XIV: PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT PLAN

A. Performance evaluations will be conducted as follows:

1. All new hires will receive performance expectations at the start of their probationary period.
2. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.
3. Regular employees shall be evaluated annually on or before the employee's anniversary date and will be provided a copy of their evaluation; employees will review performance expectations as part of the annual performance evaluation process.
4. Employees' immediate supervisor will be responsible for completing the evaluation. All evaluations will be reviewed by management prior to issuance.
5. Employees who disagree with their evaluation may provide a written rebuttal; arrange to meet with the General Foreperson or Lead and Management for discussion or file a grievance if it pertains to process only.

B. The performance evaluation will be developed and/or updated through the Labor/Management Committee.

~~B.~~ _____

- C. The Maintenance Manager will be responsible for implementing and carrying out a performance improvement plan for employees who have been placed on said improvement plan through the regular evaluation process.
- D. When an employee is placed on a performance improvement plan, he/she will receive a letter which will identify the specific:
 - 1. Issues which necessitated implementation of a performance improvement plan;
 - 2. Areas in which the employee must demonstrate sustained improvement; and consequences for failure to do so;
 - 3. Time period by which the employee will demonstrate improvement and
 - 4. The process for monitoring performance during that period.
- E. The Union will receive quarterly reports on performance improvement plans through the Labor/Management Committee.

ARTICLE ~~XV~~XV: DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action.
- B. No regular (non-probationary) employee shall be disciplined except for just cause. Generally, discipline shall be progressive in nature. Examples of discipline include, but are not limited to, oral and written reprimands, suspensions and termination.

ARTICLE ~~XVII~~XVI: GROUP INSURANCE

- A. Group insurance will be provided through the School Employees Benefits Board Effective January 1, 2020.
 - B. Consistent with the School Employees Benefits Board (SEBB) Program, eligibility for District-paid benefits will be determined by the District prior to every school year based on the District's anticipation that the employee will work at least 630 compensated hours per school year.
 - C. The Union shall have the right to designate one representative to any District constituted Group Insurance Review committee, to the extent that such a committee is established.
- ~~The District shall make available funds to contribute toward premiums of District-approved or union-group insurance programs.~~
- ~~A. For each year of the agreement, the District shall contribute the classified State allocation for insurance per regular FTE employee. The District shall also pay the State the retiree carve-out above this amount.~~
 - ~~B. Temporary Employees:
 - 1. The District shall provide health and welfare contributions for temporary employees based upon the same hourly equivalent as those contributions made for the externally employed members of their respective craft or the amount specified by each health and welfare trust. Any District contribution in excess of the group insurance premium charged by the respective union health and welfare trust shall be allocated to the temporary employee's union pension fund account. The rates shall be effective September 1 of each year and shall be in effect for that fiscal year.~~

- ~~2. In the event that a trust fund refuses to accept the health and welfare contribution on behalf of a temporary employee, then such temporary employee shall be paid an hourly premium in lieu of health and welfare benefits. Such premium shall be equal to the hourly contribution for the respective craft.~~
- ~~3. For temporary employees attaining regular employee status as provided in Article VII B 2, enrollment in the benefit program for regular employees shall occur within the first thirty one (31) days after attaining regular employee status.~~

- ~~C. Enrollment of New Employees: The enrollment of new employees in the benefit program shall begin with their employment and shall occur within the first thirty-one (31) days after the beginning of service.~~
- ~~1. Those regular craft employees, on a craft-by-craft basis, who desire to opt out of the District's plan may elect to participate in their respective crafts health benefit plan, subject to the following conditions:~~
 - ~~a. The monthly contribution shall be the same as for other classified employees as outlined in paragraph A, above.~~
 - ~~b. The respective trust funds agree to accept the monthly contribution as the extent of the District's obligation for all health benefits, including life insurance, disability, etc. However, if the monthly contribution required by the trust fund exceeds the monthly allotment paid by the District, all affected employees shall have the difference deducted from their paychecks and remitted to the trust fund.~~
 - ~~c. Such participation in these trust funds is allowed under and complies with applicable law.~~
 - ~~d. Excess medical premiums of those employees not participating in the District sponsored medical plan shall go into the classified medical pool. The business representative for the craft(s) with excess medical premiums shall notify the Payroll Manager and the Department of Labor Relations by December 1 of each year of the excess medical premium amount to be credited to the classified medical pool. Such amount shall be in effect for one year.~~
- ~~D. Benefits Committee: The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District sponsored insurance benefits. This committee shall meet no later than October 31 of each school year.~~
- ~~1. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:~~
 - ~~a. Self insurance of insurance benefits.~~
 - ~~b. The selection process for District sponsored plans.~~
 - ~~c. The use of excess reserves which may exist with insurance providers.~~
 - ~~d. Surveying District employees to determine employee preference regarding insurance benefits.~~
 - ~~2. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.~~
 - ~~3. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this agreement shall be interpreted or applied so as to place the District in breach of State law or subject the District to a State funding penalty.~~

ARTICLE ~~XVIII~~XVII: GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances.
- B. Any dispute between the District and the Union concerning the interpretation, application or violation of the express terms of this Agreement shall be deemed a contract grievance.

- C. A contract grievance on behalf of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed with the time limits set forth herein.
- D. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- E. Failure of the District to respond within the time limits, as specified, allows for the grievant or the Union to proceed to the next step.
- F. Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based; that date being thirty (30) calendar days or less prior to the initial filing of the grievance.
- G. A contract grievance shall be processed in accordance with the following procedure:

Informal Step: A grievant shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level.

Step 1: If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, a contract grievance shall be presented by the Union Representative on a Grievance Review Request Form (See Appendix B) to the immediate supervisor of the aggrieved employee within ten (10) working days of the alleged contract violation. The parties shall make every effort to settle the contract grievance at this stage promptly. The Manager shall consult with and/or meet with the Union Representative, and respond to the grievance in writing within ten (10) working days.

Step 2: If the contract grievance is not resolved as provided in Step 1, the Union Representative shall forward the grievance to the Director of Facilities or designee within ten (10) working days after receipt of the Step 1 answer. The Director of Facilities or designee shall thereafter convene a meeting within ten (10) working days between the Union Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary by the District to a fair consideration of the alleged contract grievance. The Director of Facilities or designee shall give a written answer to the Union within ten (10) working days after the contract grievance meeting.

Step 3: If the contract grievance is not resolved as provided in Step 2, the Union Representative shall forward grievance to the Director of Labor Relations or designee within ten (10) working days after receipt of the Step 2 response. The Director of Labor Relations shall convene a meeting of a Board of Conciliation within ten (10) working days. The Board of Conciliation shall consist of four (4) persons who have no direct involvement in the dispute. Each party shall appoint two (2) representatives. If the Board of Conciliation cannot ~~effect~~affect a settlement within seven (7) days after the dispute has been heard, either party may refer the issue to Arbitration. A request for Arbitration shall be made within thirty (30) calendar days after the Board of Conciliation deadline.

Step 4: If the grievance has not been resolved as provided in Step 3 above, the Union may request mediation through the King County Alternative Dispute Resolution Program with the District within ten (10) working days of receipt of the Step 3 grievance response.

1. The parties will meet at mutually agreeable times to attempt to resolve the matter.
2. If the matter is resolved, the grievance will be withdrawn.
3. If the matter is not resolved, the grievance will continue through the grievance process.

3.

4. The moving party can initiate the next step of the grievance process at the appropriate times, irrespective of this process.
5. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.
6. This section does not supersede or preclude any use of grievance mediation later in the grievance process.

Step 5: If the contract grievance is not settled in Step 4 the Union may refer the issue to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within thirty (30) calendar days after the answer in Step 4, and shall be accompanied by the following information:

1. Identification of section(s) of Agreement allegedly violated as presented in Step 2 or mutually amended;
2. Nature of the alleged violation as presented in Step 3 or mutually amended;
3. Question(s) which the arbitrator is being asked to decide; and
4. Remedy sought.

H. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

1. The parties shall abide by the award made in connection with any arbitral difference. There shall be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.
2. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
3. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union and the employees involved.
4. The cost of the arbitrator shall be borne equally by the District and the Union and each party shall bear the cost of presenting its own case.
5. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

ARTICLE ~~XIX~~XVIII: SAVINGS CLAUSE

If any provision(s) or any application(s) of this Agreement to any employee or group of employees shall be found contrary to law, then such provision(s) or application(s) shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE ~~XX~~XIX: WORK STOPPAGE

A. The Union agrees not to cause any strikes or stoppages of work, and the District agrees not to engage in any lockouts during the life of this Agreement.

A. _____

- B. It shall not be a violation of this Agreement or cause for discipline or discharge for any employee to refuse to cross a legal picket line (endorsed by the Seattle/King County Building and Construction Trades Council or the Pacific Northwest Regional Council of Carpenters) in the performance of his/her duties, as provided under this Article.

ARTICLE ~~XXI~~XX: JURISDICTIONAL DISPUTES

Any jurisdictional dispute which may arise between any two (2) or more labor organizations signatory to this collective bargaining agreement with the District shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the District and other affected Unions describing the substance of the dispute.
 - 1. During the thirty (30) day period following the written statement described in Article ~~XXI~~XX-A, the Unions along with representatives of the District shall attempt to settle the dispute among themselves.
 - 2. If the dispute is not settled by the means provided in Article ~~XXI~~XX-A (1), then the parties agree to settle the dispute with the assistance of the Washington State Public Employment Relations Commission Mediation Service.
- B. The District shall not assign work customarily performed by members of the Bargaining Unit to other District employees. Claims of violation of this understanding shall not be subject to the grievance and arbitration provisions of this agreement, but rather shall be processed in accordance with applicable law.

ARTICLE ~~XXII~~XXI: HIRING

- A. The District will call upon the appropriate local union to refer qualified applicants for work in the classifications herein contained.
- B. Selection and referral of applicants for jobs shall be on a non-discriminatory basis and shall in no way be affected by race, color, age, gender, creed, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation or mental, physical or sensory disability, nor by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- C. When the District has placed an oral or written order for referral of workers to the Local Union and should a shortage of applicants exist, and they cannot be supplied by the Local Union within forty-eight (48) hours from the time workers ordered are required to report to the job, Saturdays, Sundays and holidays excluded, the District may then seek applicants from other sources. When the District so hires workers from sources other than the Local Union, the District shall notify the Union in accordance with Article IV-B.
- D. The District may conduct interviews for all new candidates. When the District has placed a written referral of new workers to the Union for interviews, the candidate will be compensated for their time for a minimum of two (2) hours. A candidate that is not hired has no recourse through the grievance provision of this agreement. Rehires are not subject to the interview process.

ARTICLE ~~XXIII~~XXII: TERM OF AGREEMENT

This Agreement shall become effective when signed by all parties and will run through August 31, ~~2019~~2022. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least sixty (60), but no more than ninety (90), days prior to the expiration date of the Agreement.

ARTICLE ~~XXIV~~XXIII: PROTECTION OF EMPLOYEES AND PROPERTY

The District or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to or from his/her place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on District premises or while the employee is on duty, subject to the following conditions:

- A. The District shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed five hundred (\$500) dollars.
- B. There shall be no reimbursement for loss of cash.
- C. The use of personal equipment at work must have the prior approval of the supervisor, and a current inventory must be on file.
- D. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement under this Article.
- E. A Notice of Loss and Claim Reimbursement Form must be filed with the District's General Counsel's Office within twenty (20) days after the damage or loss occurs.

ARTICLE ~~XXV~~XXIV: APPRENTICESHIP PROGRAM

The Union and District Agree to establish an Apprenticeship Program.

The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the Seattle School District Apprentice Sub-Committee.

1st period 67% of Carpenter rate of pay from 00-06 months
2nd period 71% of Carpenter rate of pay from 07-12 months
3rd period 75% of Carpenter rate of pay from 13-18 months
4th period 79% of Carpenter rate of pay from 19-24 months
5th period 83% of Carpenter rate of pay from 25-30 months
6th period 87% of Carpenter rate of pay from 31-36 months
7th period 91% of Carpenter rate of pay from 37-42 months
8th period 95% of Carpenter rate of pay from 43-48 months

~~If, during the term of this agreement, the District and the Union decide to create or participate in an apprenticeship program, the parties agree to re-open negotiations, at the request of either side, to negotiate amendments or additions related to apprenticeships. The parties will design to proposed State-Approved Program and will only implement if it is agreed to by both sides. The parties will conform to the standard of the Apprenticeship Rules, Chapter 296-05 Washington Administrative Code (WAC) and RCW 49.04.~~

~~APPENDIX A: 2016-2017 Salary Schedule~~

Effective 9/1/2016

TRADE		WAGE RATE
Carpenter	Hourly	\$ 30.82
	Monthly	\$ 5,341.85
	Annual	\$ 64,102.00
General Foreperson	Hourly	\$ 40.89
	Monthly	\$ 7,086.89
	Annual	\$ 85,043

2019-20 CARPENTER SALARY SCHEDULE (CR1)

Effective 9/1/2019

<u>Trade</u>		<u>Wage Rate</u>
<u>Carpenter</u> <u>15009601</u>	<u>Hourly</u>	<u>\$34.50</u>
	<u>Monthly</u>	<u>\$5,978.27</u>
	<u>Annual</u>	<u>\$71,739</u>
<u>General Foreperson</u> <u>15002865</u>	<u>Hourly</u>	<u>\$45.76</u>
	<u>Monthly</u>	<u>\$7,931.73</u>
	<u>Annual</u>	<u>\$95,181</u>

Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.

2019-20 Carpenters Salary Schedule with a 5.4% COLA increase effective 9/1/2019.

~~Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.~~

~~2016-17 Carpenters Salary Schedule with a 3.0% COLA increase effective 9/1/16. Should the COLA exceed 3%, the schedule will be amended with the full amount.~~

2020-21 CARPENTER SALARY SCHEDULE (CR1)

Effective 9/1/2020

<u>Trade</u>		<u>Wage Rate</u>
<u>Carpenter</u> <u>15009601</u>	<u>Hourly</u>	<u>\$35.22</u>
	<u>Monthly</u>	<u>\$6,104.80</u>
	<u>Annual</u>	<u>\$73,258</u>
<u>General Foreperson</u> <u>15002865</u>	<u>Hourly</u>	<u>\$46.72</u>
	<u>Monthly</u>	<u>\$8,098.13</u>
	<u>Annual</u>	<u>\$97,178</u>

Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.

2020-21 Carpenters Salary Schedule with a 2.1% increase effective 9/1/2020.

If the state funded authorized inflationary increase is higher than 2.1%, the salary schedule will be adjusted, accordingly.

APPENDIX A cont'd: ~~2017-2018~~ Salary Schedule

Effective 9/1/2017

TRADE		WAGE RATE
Carpenter	Hourly	\$ 31.74
	Monthly	\$ 5,502.10
	Annual	\$ 66,025
General Foreperson	Hourly	\$ 42.11
	Monthly	\$ 7,299.49
	Annual	\$ 87,594

~~Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.~~

~~2017-18 Carpenters Salary Schedule with a 3.0% COLA increase effective 9/1/17. Should the COLA exceed 3%, the schedule will be amended with the full amount.~~

2021-22 CARPENTER SALARY SCHEDULE (CR1)

Effective 9/1/2021

<u>Trade</u>		<u>Wage Rate</u>
<u>Carpenter</u> <u>15009601</u>	<u>Hourly</u>	<u>\$35.93</u>
	<u>Monthly</u>	<u>\$6,226.13</u>
	<u>Annual</u>	<u>\$74,714</u>
<u>General Foreperson</u> <u>15002865</u>	<u>Hourly</u>	<u>\$47.66</u>
	<u>Monthly</u>	<u>\$8,261.07</u>
	<u>Annual</u>	<u>\$99,133</u>

Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.

2021-22 Carpenters Salary Schedule with a 2.0% increase effective 9/1/2021.

If the state funded authorized inflationary increase is higher than 2.0%, the salary schedule will be adjusted, accordingly.

APPENDIX A cont'd: ~~2018-2019~~ Salary Schedule

~~Effective 9/1/2018~~

TRADE		WAGE RATE
Carpenter	Hourly	\$ 31.74
	Monthly	\$ 5,502.10
	Annual	\$ 66,025
General Foreperson	Hourly	\$ 42.11
	Monthly	\$ 7,299.49
	Annual	\$ 87,594

~~Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.~~

~~2017-18 Carpenters Salary Schedule with a 3.0% COLA increase effective 9/1/17. Should the COLA exceed 3%, the schedule will be amended with the full amount.~~

APPENDIX B: GRIEVANCE REVIEW REQUEST

Carpenters

GRIEVANCE REVIEW REQUEST

DESTINATION:

- Human Resources
- Facilities Supervisor/Director
- Grievant
- PNWRCC

GRIEVANCE NUMBER:

Trades#:

District#:

Grievant:	Name	Job Title	Location	Date Submitted
Supervisor:	Name	Job Title	Location	Date Resolved
Grievance:				
1. Describe fully when, where and how the grievance took place (attach additional information as necessary):				
2. State specific provision(s) of the Agreement which is alleged to have been violated, misinterpreted or misapplied:				
3. Remedy requested:				
Grievant's Signature:			Date:	
Informal Step	Did the informal Step occur? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Supervisor:	Date:	
Step 1 Hearing Date:	Was Union Rep present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Response Date (copy attached):	
Supervisor's Signature:		Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Union Representative's Signature	Date:
Step 2 Hearing Date:	Was Union Rep present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Response Date (copy attached):	
Director's/Designee's Signature:		Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Union Representative's Signature	Date:
Step 3 AAA Date:	AAA Participants:	Name of Arbitrator:	Response Date:	

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

**~~SEATTLE SCHOOL DISTRICT NO. 1 AND
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS ESSB 5940~~**

~~Seattle Public Schools (SPS) and the Pacific Northwest Regional Council of Carpenters (the Union), mutually acknowledge that, among other things, Section 3 of ESSB 5940, which took effect on July 11, 2012, directs Washington-state school districts to make progress:~~

~~(a) — on “promoting health care innovations and cost savings and significantly reducing administrative costs;”~~

~~(b) — “toward employee premiums that are established to ensure that full family coverage premiums are not more than three times the premiums for employees purchasing single coverage for the same coverage plan, unless a subsequent premium differential target is defined as a result of the review and subsequent actions described in section 6 of this act;” and~~

~~(c) — to “offer employees at least one health benefit plan that is a high deductible health plan offered in conjunction with a health savings account in which the employee share of the premium cost for a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the share of premium cost paid by state employees during the state employee benefits year that started immediately prior to the school year.”~~

~~Therefore, SPS and the Union mutually agree to make good faith efforts to work together during the term of this agreement to make progress as directed by this law.~~

~~Note. This Memorandum is considered signed when the Agreement is signed.~~

Summary of Tentative Agreement Carpenters Union

November 18, 2019

Article/Section	Topic	Summary of Changes
12(D)	Wages	<ul style="list-style-type: none"> • 5.4% for SY 19-20, retro to 9/1/19 • 2.1% (or IPD, whichever is higher) for SY 20-21 • 2.0% (or IPD, whichever is higher) for SY 21-22
7(D)	Temporary Employees	<ul style="list-style-type: none"> • A new \$1.50/hr. premium for temporary employees ineligible for SEBB, as a replacement for previous health care benefits
8(D)	Swing Shift Differential	<ul style="list-style-type: none"> • Effective 9/1/19, increase special premium pay for swing shift from \$2.00/hr. to \$2.50/hr.
10(J)	Summer work incentive	<ul style="list-style-type: none"> • Upon ratification, increase summer work incentive bonus from \$500.00 to \$547.06, then starting in SY 20-21, increase by IPD
10(B)(#1)	Sick Leave	<ul style="list-style-type: none"> • Modify “b” to read that verification of illness may only be required for sick leave beyond 3 consecutive days • Delete sentence in “c” referring to requesting physician’s certification after the 5th consecutive day of illness
17	Insurance	<ul style="list-style-type: none"> • Replace all of Article 17 with SEBB compliance language reflecting that benefits are through SEBB starting 1/1/20, with an eligibility threshold of 630 hours per SY • Remove MOU regarding ESSB 5940

25	Apprenticeship Program	<ul style="list-style-type: none"> • Establishes agreement to create an apprenticeship program • Wage progression of apprentices shall be in accordance with the WA State Apprenticeship and Training Council and the SPS Apprentice Sub-Committee
8(E)	Volunteers for Swing Shift	<ul style="list-style-type: none"> • Employees interested in volunteering must submit desire in writing to supervisor • Can submit or amend interest any time of the year, but changes will be processed in 10 working days
4 & 5	Union Security	<ul style="list-style-type: none"> • Removal of all language referencing agency fee or any dues payments as a condition of employment (<i>Janus</i> compliance) • District shall send info for employees hired outside of union referral process within 7 days of hire date • At least 30 minutes for union reps to conduct "union orientation" with new hires in their orientation. District will send names of employees attending who were hired outside referral process • District shall notify Union of public records request related to individual employees or union membership as a whole
7(A), new #5	Pay statements	<ul style="list-style-type: none"> • Employees will move to receiving paperless pay statements via email and in ESS
10(D)	Bereavement Leave	<ul style="list-style-type: none"> • "long distances" now defined as 200 miles or more from employee's home • Requests for additional bereavement leave due to long distances must be approved by management