



SCHOOL BOARD ACTION REPORT

DATE: December 3, 2018
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Stan Damas, Executive Director of Labor and Employee Relations
ssdamas@seattleschools.org 206.252.0294
Clover Codd, Chief Human Resources Officer
ccodd@seattleschools.org 206.252.0027

For Introduction: December 19, 2018
For Action: December 19, 2018

1. TITLE

Approval of agreements providing for payments to resolve pending grievance issues regarding pay for the 261st/262nd pay day in the year.

2. PURPOSE

The International Union of Operating Engineers, Local 609 and the Seattle King County Building Trades Council put the District on notice of claims that full year employees had not been compensated for all days worked in years when there were more than 260 paid days in a full year employee's work year. Investigation established the accuracy of this assertion and the parties negotiated a resolution subject to School Board approval whereby current District employees who had worked critical dates during the last three work years would be compensated for the days claimed. Recognizing that other unions could make the same claims, we negotiated similar settlement agreements with Automotive Machinists Local Number 289, General Teamsters Local Number 117, General Teamsters Local Number 174 and the Pacific Northwest Regional Council of Carpenters. This BAR seeks approval of the settlement agreements, which would fully resolve these claims.

3. RECOMMENDED MOTION

I move that the attached agreements between the District and International Union of Operating Engineers, Local 609, Seattle King County Building Trades Council, Automotive Machinists Local Number 289, General Teamsters Local Number 117 and General Teamsters Local Number 174 be approved with any minor additions, deletions, and modifications deemed necessary by the Superintendent and to take any necessary actions to implement these agreements. Immediate approval is in the best interest of the District.

4. BACKGROUND INFORMATION

- a. **Background:** Local 609 and the Building Trades indicated an intention to pursue claims for the additional one or two days pay asserted to be due. The other unions identified had identical claims.
- b. **Alternatives:** Failure to resolve these issues by settlement is likely to result in grievances, which could be pursued to binding arbitration or the filing of a claim in court.

In either event, the District could be subject to additional costs or penalties and/or attorney's fees to defend the claims.

- c. **Research:** The proposed resolution recognizes work year realities consistent with the practices of other public and private employers.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be approximately \$441,000 for the past three years in lost wages plus \$106,454 in benefits at 24.16% for a total of \$547,545. The 2018-19 school year has 260 days so there is no impact this school year. Conforming District pay practices for the future would require either reducing the work year of employees in years when there are more than 260 paid days or changing pay practices to be consistent with the paid day calendars. Paying for the additional day represents approximately \$100,000 in additional cost per year for these bargaining units.

The revenue source for this motion is general fund dollars.

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

These agreements represent payments necessary to comply with existing contractual obligations.

7. EQUITY ANALYSIS

N/A

8. STUDENT BENEFIT

This action will allow the District to continue providing facilities maintenance, security and cleaning services for students without interruption.

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. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

This action involves a resolution in an amount greater than \$250,000. Under Board Policy No. 6220 this needs Board approval. It also has a direct impact to the wages previously approved in collective bargaining agreements ratified by the Board under School Board Policy No. 5020 (Collective Bargaining).

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Executive Committee meeting on December 13, 2018. The Committee reviewed the motion and moved the item forward for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, employees entitled to the payments will receive their share of the distribution on the January 2019 pay warrant.

13. ATTACHMENTS

- Agreement between Seattle School District No. 1 and International Union of Operating Engineers, Local 609 regarding adjustment for 261/262 Day Year. (For Approval)
- Agreement between Seattle School District No. 1 and Seattle King County Building Trades Council regarding adjustment for 261/262-day year. (For Approval)
- Agreement between Seattle School District No. 1 and Pacific Northwest Regional Council of Carpenters regarding adjustment for 261/262-day year. (For Approval)
- Agreement between Seattle School District No. 1 and Automotive Machinists Local Number 289 regarding adjustment for 261/262-day year. (For Approval)
- Agreement between Seattle School District No. 1 and General Teamsters Local Number 117 regarding adjustment for 261/262-day year. (For Approval)
- Agreement between Seattle School District No. 1 and General Teamsters Local Number 174 regarding adjustment for 261/262-day year. (For Approval)

AGREEMENT
between
Seattle School District No. 1
And
International Union of Operating Engineers, Local 609

Subject: Adjustment for 261/262 Day Year

This Agreement is entered into by and between Seattle School District No. 1 (District) and International Union of Operating Engineers, Local 609 (Union) collectively [the "Parties"] to fully resolve any claims for compensation of employees in the Union whose wage payments for the 2015-16, 2016-17 and 2017-18 school years were calculated based on 2080 hours (260 days x 8 hours). The Parties disagreed on whether salary in the Collective Bargaining Agreement (CBA) was listed as monthly or hourly. With a mutual desire to effectuate a full and final resolution of the issue, and in consideration of the mutual promises and commitments set forth in this Agreement, the District and Union agree to resolve any claims for any additional day of pay for members of the Union's bargaining units on the following terms:

1. The Parties recognize and acknowledge that 260-day salaried employees of the District in the Union's bargaining units were paid a regular monthly wage payment during the 2015-16, 2016-17, and 2017-18 school years; calculated by taking each employee's negotiated hourly rate, including premiums, multiplying that amount by 2080 hours and dividing that by twelve (12) months to establish the gross monthly pay, subject to normal and regular deductions, and paid through the monthly pay warrant in twelve (12) installments.
2. The Union asserts that for the 2015-16, 2016-17, and 2017-18 school years, such employees should have had their pay determined using 2088 hours for 2016-17 and 2017-18 and 2096 hours for 2015-16 representing the fact that there were 261 working days in 2016-17 and 2017-18, and 262 working days in 2015-16.
3. To fully resolve these claims the District will make payments to current District employees represented by the Union. Union employees affected as described in the following paragraphs.
4. The District will pay 260-day salaried employees of the District who are members of the Union's bargaining units and who were employed by the District and considered active during August 2018, an additional settlement amount calculated using the employee's rate of pay, including any premiums, as paid on August 31, 2018, and multiplying that by eight hours or the number of hours in the employee's workday should the employee normally work less than eight hours in a day.
5. The District will pay 260-day salaried employees of the District who are members of the Union's bargaining units and who were employed by the District and considered active during August 2017, an additional settlement amount calculated using the employee's rate of pay, including any premiums, as paid on August 31, 2017, and multiplying that by eight hours or the number of hours in the employee's workday should the employee normally work less than eight hours in a day.
6. The District will pay 260-day salaried employees of the District who are members of the Union's bargaining units and who were employed by the District and considered active during August 2016, an additional settlement amount calculated using the employee's rate of pay, including any premiums, as paid on August 31, 2016, and multiplying that by 8 hours or the number of hours in the employee's workday should the employee normally work less than eight hours in a day. Additionally, such employees who were employed by the District and considered active during March 2016, an additional settlement amount calculated using the employee's rate of pay,

including any premiums, as paid on March 31, 2016, and multiplying that by 8 hours or the number of hours in the employee's workday should the employee normally work less than eight hours in a day.

7. Any payments under this Agreement will be reported as compensation to the Department of Retirement Systems (DRS) for purposes of determining retirement benefits for these employees.
8. These payments will be made to employees as soon as administratively feasible after execution of this Agreement by all Parties.
9. The Union agrees that it will not file any grievance under the Collective Bargaining Agreement nor initiate or support any action against the District on behalf of any employees in the bargaining unit in any court or before any administrative body regarding the matters covered in this Agreement.
10. By entering into this Agreement, neither the Union nor the District admits to any wrongdoing or fault or liability, except the obligations arising from the terms of this Agreement.
11. The Parties agree that this is a negotiated settlement, the terms and conditions of which specified to this Agreement, and as such sets no precedent for resolution of future disputes of a similar nature.
12. The terms of this Agreement shall be construed in accordance with and governed by the statutes and common laws of the State of Washington. Any disputes now or hereafter arising in connection with the execution and/or operation of this Agreement shall be determined in the Superior Court of King County, Washington.
13. This written Agreement constitutes the entire understanding between the parties. The Union agrees that the Union has not relied upon any representations by the District prior to signing this Agreement that are not included herein. The Union understands that any representations not included in the Agreement are not enforceable.

This Agreement made and entered into by the undersigned as of the dates indicated.

Seattle School District No. 1

Stephen Nielsen,
Deputy Superintendent

Date

International Union of Operating Engineers, Local 609

Mike McBee,
Recording and Corresponding Secretary

Date

AGREEMENT
between
Seattle School District No. 1
And
Seattle King County Building Trades Council

Subject: Adjustment for 261/262 Day Year

This Agreement is entered into by and between Seattle School District No. 1 (District) and Seattle King County Building Trades Council (Union) collectively [the "Parties"] to fully resolve any claims for compensation of employees in the Union whose wage payments for the 2015-16, 2016-17 and 2017-18 school years were calculated based on 2080 hours (260 days x 8 hours). The Parties disagreed on whether salary in the Collective Bargaining Agreement (CBA) was listed as monthly or hourly. With a mutual desire to effectuate a full and final resolution of the issue, and in consideration of the mutual promises and commitments set forth in this Agreement, the District and Union agree to resolve any claims for any additional day of pay for members of the Union's bargaining units on the following terms:

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This Agreement made and entered into by the undersigned as of the dates indicated.

Seattle School District No. 1

Stephen Nielsen,
Deputy Superintendent

Date

Seattle King County Building Trades Council

Monty Anderson,
Union Representative

Date

AGREEMENT
between
Seattle School District No. 1
And
Pacific NW Regional Council of Carpenters

Subject: Adjustment for 261/262 Day Year

This Agreement is entered into by and between Seattle School District No. 1 (District) and Pacific NW Regional Council of Carpenters (Union) collectively [the "Parties"] to fully resolve any claims for compensation of employees in the Union whose wage payments for the 2015-16, 2016-17 and 2017-18 school years were calculated based on 2080 hours (260 days x 8 hours). The Parties disagreed on whether salary in the Collective Bargaining Agreement (CBA) was listed as monthly or hourly. With a mutual desire to effectuate a full and final resolution of the issue, and in consideration of the mutual promises and commitments set forth in this Agreement, the District and Union agree to resolve any claims for any additional day of pay for members of the Union's bargaining units on the following terms:

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This Agreement made and entered into by the undersigned as of the dates indicated.

Seattle School District No. 1

Stephen Nielsen,
Deputy Superintendent

Date

Pacific NW Regional Council of Carpenters

Jeff Thorson,
Union Representative

Date

AGREEMENT
between
Seattle School District No. 1
And
Automotive Machinists Local No 289

Subject: Adjustment for 261/262 Day Year

This Agreement is entered into by and between Seattle School District No. 1 (District) and Automotive Machinists Local No 289 (Union) collectively [the "Parties"] to fully resolve any claims for compensation of employees in the Union whose wage payments for the 2015-16, 2016-17 and 2017-18 school years were calculated based on 2080 hours (260 days x 8 hours). The Parties disagreed on whether salary in the Collective Bargaining Agreement (CBA) was listed as monthly or hourly. With a mutual desire to effectuate a full and final resolution of the issue, and in consideration of the mutual promises and commitments set forth in this Agreement, the District and Union agree to resolve any claims for any additional day of pay for members of the Union's bargaining units on the following terms:

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This Agreement made and entered into by the undersigned as of the dates indicated.

Seattle School District No. 1

Stephen Nielsen,
Deputy Superintendent

Date

Automotive Machinists Local No 289

Alfredo Silva,
Union Representative

Date

AGREEMENT
between
Seattle School District No. 1
And
General Teamsters Local Number 117

Subject: Adjustment for 261/262 Day Year

This Agreement is entered into by and between Seattle School District No. 1 (District) and General Teamsters Local Number 117 (Union) collectively [the "Parties"] to fully resolve any claims for compensation of employees in the Union whose wage payments for the 2015-16, 2016-17 and 2017-18 school years were calculated based on 2080 hours (260 days x 8 hours). The Parties disagreed on whether salary in the Collective Bargaining Agreement (CBA) was listed as monthly or hourly. With a mutual desire to effectuate a full and final resolution of the issue, and in consideration of the mutual promises and commitments set forth in this Agreement, the District and Union agree to resolve any claims for any additional day of pay for members of the Union's bargaining units on the following terms:

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This Agreement made and entered into by the undersigned as of the dates indicated.

Seattle School District No. 1

Stephen Nielsen,
Deputy Superintendent

Date

General Teamsters Local Number 117

Taylor House,
Union Representative

Date

AGREEMENT
between
Seattle School District No. 1
And
General Teamsters Local Number 174

Subject: Adjustment for 261/262 Day Year

This Agreement is entered into by and between Seattle School District No. 1 (District) and General Teamsters Local Number 174 (Union) collectively [the "Parties"] to fully resolve any claims for compensation of employees in the Union whose wage payments for the 2015-16, 2016-17 and 2017-18 school years were calculated based on 2080 hours (260 days x 8 hours). The Parties disagreed on whether salary in the Collective Bargaining Agreement (CBA) was listed as monthly or hourly. With a mutual desire to effectuate a full and final resolution of the issue, and in consideration of the mutual promises and commitments set forth in this Agreement, the District and Union agree to resolve any claims for any additional day of pay for members of the Union's bargaining units on the following terms:

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9. The Union agrees that it will not file any grievance under the Collective Bargaining Agreement nor initiate or support any action against the District on behalf of any employees in the bargaining unit in any court or before any administrative body regarding the matters covered in this Agreement.
10. By entering into this Agreement, neither the Union nor the District admits to any wrongdoing or fault or liability, except the obligations arising from the terms of this Agreement.
11. The Parties agree that this is a negotiated settlement, the terms and conditions of which are specific to this Agreement, and as such sets no precedent for resolution of future disputes of a similar nature.
12. The terms of this Agreement shall be construed in accordance with and governed by the statutes and common laws of the State of Washington. Any disputes now or hereafter arising in connection with the execution and/or operation of this Agreement shall be determined in the Superior Court of King County, Washington.
13. This written Agreement constitutes the entire understanding between the parties. The Union agrees that the Union has not relied upon any representations by the District prior to signing this Agreement that are not included herein. The Union understands that any representations not included in the Agreement are not enforceable.

This Agreement made and entered into by the undersigned as of the dates indicated.

Seattle School District No. 1

Stephen Nielsen,
Deputy Superintendent

Date

General Teamsters Local Number 174

Abraham Taylor,
Union Representative

Date