

# **SCHOOL BOARD ACTION REPORT**

**DATE:** April 6, 2017  
**FROM:** Dr. Larry Nyland, Superintendent  
**LEAD STAFF:** Stan Damas, Executive Director of Labor and Employee Relations,  
206-252-0294, Clover Codd Assistant Superintendent of Human  
Resources

**For Introduction:** May 3, 2017

**For Action:** May 3, 2017

## **1. TITLE**

Approval of 2016 – 2019 Collective Bargaining Agreement between the Seattle School District No. 1 and Seattle/King County Building and Construction Trades Council effective September 1, 2016

## **2. PURPOSE**

This action would approve a successor Collective Bargaining Agreement (CBA) between the Seattle School District No. 1 (District) and the Seattle/King County Building and Construction Trades Council for the three-year period beginning September 1, 2016, as tentatively agreed to in negotiations between the parties.

## **3. RECOMMENDED MOTION**

I move that the School Board approve the attached 2016-2019 Collective Bargaining Agreement negotiated between representatives of the District and the Seattle/King County Building and Construction Trades Council. I authorize the Superintendent to execute the Collective Bargaining Agreement in the form attached to the Board Action Report, and to take any actions necessary to implement the rates of pay and provisions as specified in the Agreement, with any minor additions, deletions, and modifications deemed necessary by the Superintendent.

## **4. BACKGROUND INFORMATION**

### **a. Background**

The previous CBA between the District and the Council expired on August 31, 2016. Representatives of the District and the Council commenced negotiations in July 2016 and were finally able to reach a mutually satisfactory agreement, which was ratified by the members of the trades Council on March 20, 2017. This agreement provides for clarification of language concerning working conditions, and operational procedures, provides premium pay for three (3) specific duties, and includes operational procedures. The CBA provides compensation increases for the three years ending on August 31, 2019. The compensation package provides for a 3% salary increase in 2016-17, 2017-18 and 2018-19 or the state funded pass-through, whichever is greater. Electricians covered by the agreement will receive an additional 1% increase in salary in 2016 – 17 and an additional .5% increase in salary for 2017 – 18. Finally, foreperson premium is increased from \$2.00/hour to \$3.00/hour.

### **b. Alternatives**

Failure to enter into an agreement would result in an impasse in negotiations leading to further expense in negotiations, mediation or other impasse resolution processes. The absence of an agreement would result in a strained relationship between the parties, resulting in an increase in the number of grievances or other workplace disagreements.

- c. **Research** The provisions in this agreement were negotiated mindful of increases in compensation occurring for like employees in the Seattle labor market while balancing District benefits with the District's inability to exactly match private-sector construction pay scales.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be:

2016-17: \$187,226

2017-18: \$409,711

2018-19: \$621,517

The revenue source for this motion is the general fund.

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 a union representing its employees is to be carried out by representatives of the district and the applicable union.

**7. EQUITY ANALYSIS**

This agreement essentially maintains the status quo with inflation related adjustments to compensation. The Collective Bargaining Agreement (CBA) treats all employees in this bargaining group equally without regard to protected status.

**8. STUDENT BENEFIT**

Employees covered by this agreement are instrumental in maintaining safe, healthy and appealing learning environments for students.

**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: \_\_\_\_\_

**10. POLICY IMPLICATION**

Approval of this Agreement complies with Board Policy Number 5020, Collective Bargaining.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Operations Committee meeting on April 20, 2017. The committee reviewed the item and moved it forward to the full board with a recommendation for approval. They also recommended that this move forward for introduction and action at the May 3rd meeting to facilitate the issuance of back pay on the June 1st check.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, pay raises will be implemented as shown on the schedules, including, where applicable, increases retroactive to September 1, 2016. It is anticipated that payments will be made on the June 1, 2017 payroll.

**13. ATTACHMENTS**

- 2016 – 2019 Collective Bargaining Agreement between Seattle School District No. 1 and Seattle/King County Building and Construction Trades Council (for approval)
- Redline version, 2016 – 2019 Collective Bargaining Agreement between Seattle School District No. 1 and Seattle/King County Building and Construction Trades Council (for reference)



# 2016-2019 Agreement with the Seattle/King County Building Construction Trades

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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.

The following attachments have not been reviewed for ADA accessibility in this document. To view an ADA accessible version of the 2016-2019 Agreement with the Seattle/King County Building Construction Trades, please go to this link:

[http://www.seattleschools.org/UserFiles/Servers/Server\\_543/File/District/Departments/Human%20Resources/CBA/trades16-19.pdf](http://www.seattleschools.org/UserFiles/Servers/Server_543/File/District/Departments/Human%20Resources/CBA/trades16-19.pdf).



**SEATTLE/KING COUNTY  
Building and Construction  
Trades Council**

**2016-2019 COLLECTIVE BARGAINING AGREEMENT**

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**SEATTLE/KING COUNTY BUILDING and  
CONSTRUCTION TRADES COUNCIL**

**\*Includes:**

**2016-2019 Collective Bargaining Agreement  
2016-2019 Salary Schedules  
Grievance Request Form  
2016-2019 Memorandum of Understanding**

In witness whereof, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR SEATTLE-KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL:**

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Lee Newgent, Executive Secretary

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Travis Lamoureux, Building Laborers, Local 242

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Robert Chiovarie, Heat & Frost Insulators and Allied Workers, Local 7

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Fernando Arevalo, Intl Union of Painters and Allied Trades, District Council 5

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Benny Wright, Bricklayers/Allied Crafts, Local 1

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Sean Bagsby, Intl Brotherhood of Electrical Workers, Local 46

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Steve Hurley, Roofers, Local 54

---

PJ Moss, Plumbers & Pipefitters, Local 32

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Sam Hem, Sheet Metal Workers, Local 66

**FOR SEATTLE SCHOOL DISTRICT NO. 1:**

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Dr. Larry Nyland, Superintendent  
Seattle School District No. 1

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Stan Damas, Executive Director of Labor  
& Employee Relations

**2016-2019 COLLECTIVE BARGAINING AGREEMENT**

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**2016-2019**

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**the SEATTLE SCHOOL DISTRICT NO. 1 and the**  
**SEATTLE/KING COUNTY BUILDING and CONSTRUCTION TRADES COUNCIL**

**ARTICLE I: RECOGNITION**

- A. The Seattle School District No. 1, hereafter referred to as the District, recognizes the Seattle/King County Building and Construction Trades Council and its affiliate unions signatory hereto, and hereafter referred to as the Council, to be the sole and exclusive bargaining agent of those 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 Council 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 Council 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
- D. If the District grants any other union that was formerly included in the Building Trades /SPS bargaining unit more favorable across-the-board wage increases, and/or benefit enhancement, than granted to the Building Trades, then the Building Trades affiliated unions shall be entitled to the same across-the-board wage increase and/or benefit enhancement to be implemented on the same date as negotiated with the other union formerly affiliated with the Building Trades/SPS bargaining unit

**ARTICLE II: AFFIRMATIVE ACTION/NON-DISCRIMINATION**

- A. The District and the Council 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 Council 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 Council 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 Council 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 unless the Core Group of employees are employed. The Core Group shall be 67 employees. After the adoption by the School District of the annual budget, the District shall meet annually with the Executive Secretary of the Seattle/King County Building and Construction Trades Council. The District shall inform the Executive Secretary 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 Building Trades work to be performed by bargaining unit personnel when necessary for scheduling and/or cost efficiencies.
2. In compliance with The State of Washington's requirement regarding prevailing wages and the District's regular requirements for the safety and health of students and staff members all construction supervisors, construction personnel and contractors and all their subcontractors of whatever tier involved in small works shall be fingerprinted and submit to background checks.
3. The District Maintenance Manager will be advised on a weekly basis of all projects considered for Small Works assignment and receive copies of any specifications or instructions. The Maintenance Section will be provided with copies of purchase orders or contracts for Small Works Projects. Upon completion of purchase orders or contracts for Small Works Projects, the

Maintenance Manager will be notified of completion. The District will provide quarterly reports at the Labor Management Meetings.

4. Every project shall be subject to final inspection by the Project Manager or General Foreperson as appropriate. Final payment on the project will not be released until inspection is complete and all concerns are answered to the District's satisfaction.
5. Contractors who receive a contract shall not sub-contract out their work unless the work being subbed out is directly specified as a specialty trade assignment, not to exceed forty (40%) of the project. All requests for subs shall be written and submitted to the HUBS/Small Works Manager for approval. The use of Labor Brokers shall not be permitted.
6. Responsible Small Works Contractors shall meet the following responsibility criteria at the time the quote/bid is submitted and before being awarded a Small Works contract:
  - The contractor must be registered under RCW 18.27.
  - The contractor must have a current state unified business identifier number.
  - The contractor must have a worker's compensation coverage.
  - The contractor must have a Department of Employment Security number.
  - The contractor must have a state excise tax registration number.
7. After being awarded a Small Works Contract, but prior to the beginning of work, the contractor must provide proof of a filing of a Washington State Intent to pay Prevailing Wage Report.

#### **ARTICLE IV: UNION SECURITY**

- A. The District shall have the right to hire persons without regard to Union membership; provided, however, that the District and the Council shall abide by the following Union Security Clause which reads as follows:

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 in an affiliated local union of the Council. 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 an affiliated local union of the Council.

- B. The District will notify the Council 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. It is also agreed that when an employee fails to fulfill the above obligation, the Council shall provide the employee and the District with notification of the Council'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 appropriate local union on behalf of the employees involved. All dues deduction authorizations, dues deductions and transmittal of dues to the appropriate local union shall be in accordance with the Settlement Agreement of Arbitration Case # 75-390-00269, in Appendix C of this Agreement.

- 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 Council, whichever shall be the shorter, unless written notice is given by the employee to the District, appropriate local union and Council 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 Council, 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: REPRESENTATION**

- A. The Business Manager and/or Union Representative of a union signatory to this Agreement may appoint or elect a Steward among the employees that the union represents under this Agreement. The affected Local Union bylaws shall be the basis for the procedure of the election and/or appointment of the Union's Steward. Each Local 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 Council may elect two Employee Representatives from among the entire bargaining unit to attend regular Labor Management Committee meetings between the Council and the District. The election of the Employee Representatives shall be by secret ballot. The Labor Management Committee shall continue efforts to discourage and prevent harassing, abusive and/or disruptive behavior by and among employees at work.

#### **ARTICLE VII: 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-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-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-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.
- E. Management as used in the CBA, refers to non-represented staff who have budget authority, responsibility to direct work to meet department goals, and are within the District's direct line management structure.

#### **ARTICLE VIII: 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.
  - 5. The Foreperson may assign mandatory overtime.
  - 6. When an employee is called out to work without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the overtime rate until he/she has had eight (8) hours off.
  - 7. Employees on paid leave status do not qualify for the assignment of overtime work.
- D. **Special Premium Pay:**
  - 1. A premium of two dollars (\$2.00) shall be paid for employees that start work on a second shift after 11:00AM except for work performed on an overtime basis as an extension of a day shift employee. Employees assigned to work second shift will continue to receive the second shift two dollars (\$2.00) premium for temporary day shift assignments of two (2) weeks or less. Those employees who are assigned a Monday through Friday shift shall receive time and one-half (1-1/2) for all Saturday work; those employees assigned a Tuesday through Saturday shift shall receive a premium of two dollars (\$2.00) for all Saturday work.

2. The Sprinkler Fitter position requires a licensed Sprinkler Fitter and an AS1 Certification Test, and shall have a \$4.00 an hour stipend, paid exclusively when performing Sprinkler Fitter duties, as long as the Sprinkler Fitter's AS1 certification is current. If at any time AS1 Certification lapses, the stipend will be removed effective 30 calendar days from the date of license expiration. This stipend will not cascade to higher positions and will not be considered part of the rate for highest journey person supervised. Should the Seattle Fire Department standard with respect to AS1 certification cease to exist, such that certification is no longer required, the additional duties and stipend will cease upon written or electronic notification to the Sprinkler Fitter in the position at the time the requirement ceases. Duties of the Sprinkler Fitter position include quarterly and semi-annual sprinkler inspections as required by the Seattle Fire Department. Added responsibilities include:
  - Installing, maintaining, and testing SPS sprinkler systems to assure they meet AS1 Certification requirements;
  - After hours emergency response is required, as needed.
3. Two (2) District plumbers will be assigned the Backflow Assembly Tester ("BAT") duties. The BAT positions will be offered to current FTE status District plumbers using district seniority in the plumbers as the selection criterion. An individual who does not want to be tested and certified as a BAT gives up the right to that opportunity, until a BAT position opens up in the future. Individuals who hold the required BAT certification and are selected to perform the BAT positions will receive a \$4.00 per hour stipend. This stipend will not cascade to higher positions and will not be considered part of the rate for highest journey person supervised. If more than two (2) District plumbers have a BAT certification, only the two employees who designated to be part of the BAT position will receive the stipend.
4. One existing Electrician position within Electrician classification will be designated to complete additional duties that include annual maintenance and testing of emergency generator systems as required by the City of Seattle. This position requires a Washington State licensed (EL-01) Electrician and a current EG-1 Certification. The added responsibilities include:
  - Installation, Maintenance and confidence testing of electrical systems related to emergency generators EG-1 requirements;
  - After hours emergency response as required.

Parties agree that I.B.E.W. 46 District Electricians be assigned the responsibility to repair and inspect electric generators installed in District buildings.

The parties agree that the EG-1 Electrician shall receive an additional \$4.00 an hour stipend for all hours performing emergency electric generator work. There shall be a minimum of two (2) hours per electric generator work assignment and stipend pay period. This stipend will not cascade to higher positions and will not be considered part of the rate for highest journey person supervised, nor shall it be subject to pyramiding for the purpose of overtime calculations. Should the City of Seattle standard be changed or modified to remove the annual maintenance and testing of emergency generators requirement, the additional duties and stipend will immediately cease upon notification to the current incumbent in the position.

- E. **Refusal of Assignment Outside Regular Hours:** In assigning work for swing shift, the employer will first ask for volunteers; 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.

In situations where the employee does not have to return to work (work on line), the employee will be compensated for time worked at one and one-half (1 ½) times the individual employee's hourly rate of pay for regular shift; time will be rounded up to the nearest 15 minute period with a 90 minute minimum. If called back by management while on approved vacation or personal leave the work time will be paid at double the employee's regular rate of pay.

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

- H. **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.

I. **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) days advance notice. Management reserves the right to decline 4-10 shifts for positions required to work a traditional five 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.

- J. Shift Change: The District shall give seven (7) days advance notice prior to changing a shift. The District shall be permitted, through mutual agreement, to adjust shifts. At the District's discretion, employees requesting to adjust their start time may be granted with one (1) day notice.

**ARTICLE IX: 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 X: 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 on operational needs.
  - a. In establishing vacation schedules, it is not possible to grant all employees the annual leave period requested. Each craft must retain enough staff to cover anticipated operational needs, as supporting District needs is of prime importance. Management will work with employees who are in a "use it or lose it" situation.
  - b. An employee's annual leave request will be provided to the direct supervisor and Management in writing thirty (30) days in advance for leaves three (3) days or longer in duration. Leaves that are submitted less than twenty-one (21) days in advance may not be granted. Leave approval or denial will be made by the district within five (5) working days. Vacation conflicts will initially be worked out between employees within the same unit. 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 their direct supervisor, senior General Foreperson, and Management to determine the schedule.
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).
  - 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, if the District has concerns regarding an employee's attendance.
  - c. After the fifth (5<sup>th</sup>) 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 eligible 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 and 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 Council.
  - 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. Personal Leave should be used 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 are involved, the employee may request up to two (2) additional days leave.
  - a. Such requests 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, sister, brother, husband, wife, 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:**

The District will comply with Federal and State statutes.

**I. FAMILY AND MEDICAL LEAVE ACT (FMLA):**

The District will comply with current Federal and State statutes.

**J. WORK AVAILABILITY INCENTIVE**

In order to maximize the availability of Building Trades employees during the period that schools are most accessible, a five hundred dollar (\$500.00) 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. The incentive will be on the eligible employees' November 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 five (5) working days after returning to work. Management will provide notice within five (5) working days from the date request received if a requested exception is not approved. If Management does not provide notice within five (5) working days, the exception is approved. A list of employees who did not qualify for payment will be reviewed with the Union prior to the incentive payment.

**ARTICLE XI: 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. The employee may elect to exercise the option of not using earned Annual Leave or Sick Leave to supplement time loss payments. 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.

## ARTICLE XII: 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.

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. District Management shall appoint a Senior General Foreperson for Critical Maintenance. Senior General Foreperson pay shall be reflected in Appendix A.
2. The District shall appoint a General Foreperson when four (4) or more employees are directly assigned to work for them and/or have the following responsibilities: supervision of the workers and or contractor, material requisition, planning and scheduling, approve employee payroll and work order item; provides electrical, structural, mechanical, etc. expertise; knowledge of codes. The General Foreperson pay shall be reflected in Appendix A.
3. District Management shall appoint a Foreperson for work orders and or projects requiring multiple employees and the duration of the work is estimated to exceed two (2) weeks and/or have the following responsibilities: supervision of the scope of work, material requisition, planning and scheduling. The Foreperson pay shall be reflected in Appendix A. 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 or designee.
4. If a Senior General Foreperson, General Foreperson, or Foreperson is absent for three (3) or more working days, District Management shall appoint a temporary Senior General Foreperson, General Foreperson or Foreperson to replace him/her. District Management may appoint a temporary Senior General Foreperson or General Foreperson or Foreperson for absences of less than three (3) days.
5. The Foreperson or General Foreperson or Senior General Foreperson will be compensated for all hours worked at the Foreperson's, General Foreperson's or Senior 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.
6. If the temporary assignment is the result of a vacancy which the District intends to fill, the District barring unforeseen circumstances will make a good faith effort to make a selection and fill the vacancy via a regular appointment within thirty (30) working days.
7. The temporary Foreperson or General Foreperson or Senior General Foreperson will assume the same responsibilities of a regular Foreperson or General Foreperson or Senior 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, keep 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. If a temporary Foreperson is to be reduced back to their regular position, notice will be given to them prior to reduction implementation.

**D. Rates of Pay:**

1. The 2016-2017 rates of pay shall be the same as the 2015-2016 rates of pay increased by three percent (3%), including the 1.8% state-funded pass through for classified staff. The increase shall be reflected in the salary schedule in Appendix A; provided however, employees in the following classification shall receive, in addition to the above increase, the additional increases specified here:
  - Electrician classification (not including FA1 Electrician classification), one percent (1.0%)
2. The 2017-2018 rates of pay shall be the 2016-2017 rates of pay increased by three percent (3%) including the state-funded pass through for classified staff, unless the state-funded increase exceeds three percent (3%) in which case rates of pay shall be increased by the full state-funded increase. The increase shall be reflected in the salary schedule in Appendix A; provided however, employees in the following classification shall receive, in addition to the above increase, the additional increases specified here:
  - Electrician classification (not including FA1 Electrician classification), half percent (0.5%).
3. The 2018-2019 rates of pay shall be the 2017-2018 rates of pay increased by three percent (3%) including the state-funded pass through for classified staff, unless the state-funded increase exceeds three percent (3%) in which case rates of pay shall be increased by the full state-funded increase. The increase shall be reflected in the salary schedule in Appendix A.
4. 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 Seattle/King County Building and Construction Trades Council/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 reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Seattle/King County Building and Construction Trades Council/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.

**E. Overpayment retrieval:**

1. Salary overpayments due to error shall be repaid in accordance with RCW 49.48.200. RCW 49.48.200 incorporates RCW 49.48.210 for recoupment of overpayments.
2. When the District determines that a Union member was overpaid wages, the District shall notify the Union member's Union representative of the amount believed to be overpaid, and provide any documentation supporting or establishing the overpayment. Before beginning the recoupment process set forth in RCW 49.48.200 and RCW 49.48.210, the District and the Union representative shall negotiate the amount of overpayment and repayment schedule. The District will not bargain directly with any Union members during the process.

**ARTICLE XIII: PENSION**

**A. Regular Employees:**

1. The District shall provide the required contributions to the Public Employees Retirement System or School Employee's 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-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-B-2.

**ARTICLE XIV: 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 considered a regular employee and credited with seniority for service time from his/her initial date of hire less any time not spent working in the bargaining unit.

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-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) 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 Council. Receipt of notice by the Council begins the five (5) working day recall period.
4. Failure to return to work promptly after an unauthorized leave of absence.
5. Layoff for a period of twenty-four (24) months or longer, less time not spent 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 continuous service shall be given two (2) week's notice prior to layoff. Other employees shall be notified one (1) hour prior to layoff.

2. Employees acting in a Foreperson/General Foreperson role and shop stewards for the specific craft shall be advised of layoffs of supervised employees at the start of shifts in which the layoffs will take effect.
- E. **Short Calls:** The Union's signatory hereto shall allow the District, if it chooses, to 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 Council 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.
- 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-C.

#### **ARTICLE XV: 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~~ Each employee shall be evaluated at least once prior to a successful completion of the probationary period. The appropriate union representative may request feedback on any employee discharged prior to the conclusion 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. Employee's direct supervisor will be responsible for completing the evaluation. All evaluations will be reviewed by the direct supervisor and management prior to issuance.
  5. Employees who disagree with their evaluation may provide a written rebuttal, arrange to meet with the direct supervisor, Senior General Foreperson 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 Council will receive quarterly reports on performance improvement plans through the Labor/Management Committee.

#### **ARTICLE XVI: 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.
- C. Prior to suspensions or terminations, Management shall demonstrate to the appropriate Union representative any previous discipline or direction given to the employee taken and timelines given to employees.

#### **ARTICLE XVII: GROUP INSURANCE**

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 to allocate to the temporary employees 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. The District will continue to pay the employee's applicable union Health & Welfare contribution for any period prior to the effective date of medical coverage as a regular employee.
- 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:
    - b. Self-insurance of insurance benefits.
    - c. The selection process for District-sponsored plans.
    - d. The use of excess reserves which may exist with insurance providers.
    - e. 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: 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 Council 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 Council 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 immediate supervisor 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 settled in Step 2, 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 2, 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. 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.

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

1. 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.
2. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union and the employees involved.
3. 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.

4. 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: 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 and subsisting 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: 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) in the performance of his/her duties, as provided under this Article.

#### **ARTICLE XXI: 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-A, the Unions along with representatives of the District shall attempt to settle the dispute among themselves with the assistance of the Washington State Public Employment Relations Commission Mediation Service, if needed.
  2. If the dispute is not settled by the means provided in Article XXI-B, either of the disputing Unions or the District may refer said dispute to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.
- 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: 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. Shop stewards shall be notified of new hires before the beginning of the shift in which the new employee begins work.

- C. When the District has placed an oral or written order for referral of workers from 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 Council in accordance with Article IV-B.

### **ARTICLE XXIII: TERM OF AGREEMENT**

This Agreement shall become effective when signed by all parties and will run through August 31, 2019. 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: 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: APPRENTICESHIP PROGRAM**

- A. The District and the Council agree to form a committee to review the feasibility of implementing an apprenticeship program. The Apprenticeship Committee will be composed of up to three (3) District representatives and three (3) Council representatives. The Committee will meet within 60 days of ratification with the contract by both parties. The Committee will design a proposed State- approved training program and will only implement if it is agreed to by both parties. The Committee will conform to the standard of the Apprenticeship Rules, Chapter 296-05 Washington Administrative Code (WAC) and RCW 49.04.
  - 1. Council recommends the District become a training agent for existing BTC apprenticeship training programs.
  - 2. Council recommends to exclude this from the CBA; instead, do an MOU after committee meets.

**2016-17 CRAFTS & TRADES SALARY SCHEDULE  
(CT3, CT6 & CT8)  
Effective 9/1/2016**

**APPENDIX A**

Trade	Hourly	Monthly	Annual
Asbestos Worker	\$34.88	\$6,046.48	\$72,558
Electrician	\$33.12	\$5,740.90	\$68,891
FA1 Electrician	\$37.18	\$6,443.86	\$77,326
Electronic Tech	\$30.66	\$5,314.11	\$63,769
Plumber/Steamfitter	\$35.99	\$6,237.76	\$74,853
Glazier	\$31.07	\$5,386.06	\$64,633
Bricklayer	\$31.85	\$5,520.97	\$66,252
Roofer	\$32.33	\$5,604.16	\$67,250
Sheet Metal	\$35.12	\$6,086.75	\$73,041
Painter	\$30.19	\$5,233.04	\$62,796
Laborer	\$26.67	\$4,622.95	\$55,475
Equipment Operator	\$28.70	\$4,974.82	\$59,698
Carpet Layer	\$29.81	\$5,166.59	\$61,999
Drywall Taper	\$30.60	\$5,303.51	\$63,642
General Foreperson	\$40.89	\$7,088.25	\$85,059
Senior General Foreperson	\$44.98	\$7,797.07	\$93,565

1. Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.
2. General Forepersons shall be paid 10% higher than the highest paid rate. (FA1 Electrician)
3. Senior General Foreperson shall be paid 10% higher than the General Foreperson.
4. Laborers assigned to work as equipment operators shall be paid a \$1.00 premium in addition to the regular Laborer rate.
5. Any employee who has current certification as a rigger, and who is assigned rigging duties, will be paid a \$4.00 premium when performing such duties.
6. The parties to this agreement agree to the addition of the FA-1 Electrician as a classification and rates in this Appendix, in lieu of a continued premium. This determination is a result of collective bargaining.

2016-17 Trades Salary Schedule w/3.0% increase effective 9/1/2016.



## APPENDIX B: GRIEVANCE REVIEW REQUEST TRADES GRIEVANCE REVIEW REQUEST

**DESTINATION:**

- Human Resources
- Facilities Supervisor/Director
- Grievant
- SKCBCTC
- Specific Trade

**TRADES UNIT:**

**GRIEVANCE NUMBER:**

Trades#:

District#:

Grievant:	Name	Job Title	Location	Date Submitted
Supervisor:	Name	Job Title	Location	Date Resolved
<b>Grievance:</b>				
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:	

## **APPENDIX C: DUES DEDUCTION SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into between the Seattle/King County Building and Construction Trades Council ("Building Trades"), the Building Laborers, Local 242 ("Laborers"), and the Seattle School District No. 1 ("District") to fully and finally resolve a grievance filed by the Laborers on or about April 14, 2009.

### RECITALS

- A. On or about April 14, 2009, the Laborers filed a grievance with the District claiming that working dues or union dues were not paid to the Laborers in compliance with the 2007-2010 Collective Bargaining Agreement between the Building Trades and the District. The parties moved this dispute to arbitration, Case No. 75 390 00269 09.
- B. In order to avoid the expense and uncertainty were the parties to continue to litigate or administratively challenge this dispute, and in an effort to work more collaboratively in the future, the parties now desire to settle and forever resolve said disputes upon the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The District agrees to submit to the Building Trades a list of all full-time, part-time, and temporary employees currently working for the District and represented by the Building Trades. The District will submit this list to the Building Trades within one week after this Agreement is signed by both parties.
2. The Building Trades warrants and represents to the District that they have written authorization from all District employees on whose behalf they request dues deductions from the District. The Building Trades also warrants and represents to the District that all future individuals dispatched to the District from the Building Trades, and on whose behalf the Building Trades request dues deductions, will have provided written authorization for such deductions.
3. For all future dispatched individuals sent to work at the District by the Building Trades for all trades/locals except for the Laborers, all such individuals will bring with them on their first day of work a form, created by their respective local, indicating whether union dues are to be withheld by the District and the amount for that particular employee. For current employees represented by the Building Trades, the District will continue to withhold union dues unless the District is told to stop by the Building Trades. For current employees represented by the Building Trades, who self-pay union dues, the District will not withhold union dues for those employees, unless a form is turned in by the Building Trades indicating that union dues are to be withheld by the District and the amount for that particular employee.
4. For all future dispatched individuals sent to work at the District by the building Trades who are part of the Laborers, the District will withhold union dues for all such employees assigned to the District in the amount provided to the District under paragraph 6. For current employees represented by the Laborers, the District will continue to withhold union dues in the same amount, until that amount is changed under paragraph 6.
5. The Building Trades and District agree that it will be the responsibility of the Building Trades or individual locals to obtain written dues check-off authorizations for all future dispatched individuals sent to work at the District by the Building Trades. The District has no responsibility to ask any employee represented by the Building Trades to sign a dues check-off authorization document. It is the sole responsibility of the Building Trades to get a dues check-off authorization form signed.

6. The Building Trades agrees that it will be the responsibility of the Building Trades to provide written notice to the District of the dues amounts to be withheld for all employees when the dues amount is changed. It is the further responsibility of the Building Trades to submit any change in the amount of the dues to be withheld to the District at least 30 days in advance of the requested change date.
7. The District agrees to pay the Laborers \$3,900 to resolve all issues related to improperly withheld or paid union dues, including all working dues and union dues.
8. The Laborers agree to withdraw its grievance and its request for arbitration related to the dues dispute (Case No. 75 390 00269 09).
9. The Building Trades and Laborers agree to not file any future grievances, claims, or lawsuits for any unpaid dues, including working dues or union dues, from all past dates until the date this agreement is signed.
10. This Agreement is for settlement purposes only and does not constitute an admission of any wrongful act or omission by any party. This Agreement is non-precedent setting.
11. Each party is responsible for paying their own costs and fees related to this dispute, including but not limited to arbitrator fees and attorney fees.
12. This two-page Agreement constitutes the entire understanding between the Building Trades, the Laborers, and the District.



**2016-2019**

**MEMORANDUM OF UNDERSTANDING**

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

**ESSB 5940**

Seattle Public Schools (SPS) and the Seattle/King County Building and Construction Trades Council (the Union), mutually acknowledge that, among other things, Section 3 of HSSB 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.**



**SEATTLE/KING COUNTY  
Building and Construction  
Trades Council**

**2013~~6~~-2016~~9~~ COLLECTIVE BARGAINING AGREEMENT**

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**SEATTLE/KING COUNTY BUILDING and  
CONSTRUCTION TRADES COUNCIL**

\*Includes:

- 2013~~6~~-2016~~9~~ Collective Bargaining Agreement
- 2013~~6~~-2016~~9~~ Salary Schedules
- Grievance Request Form
- 2013~~6~~-2019~~6~~ Memorandum of Understanding

In witness whereof, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_,  
2016~~4~~.

**FOR SEATTLE-KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL:**

---

Lee Newgent, Executive Secretary

---

Travis Lamoureux, Building Laborers, Local 242

---

Robert Chiovarie, Heat & Frost Insulators and Allied Workers, Local 7

---

Fernando Arevalo, Intl Union of Brotherhood of Painters and Allied Trades, District Council Local 7.5

---

Benny Wright, Bricklayers/Allied Crafts, Local 1

---

Sean Bagsby, Intl Brotherhood of Electrical Workers, Local 46

---

Steve Hurley, Roofers, Local 54

---

PJ Moss, Plumbers & Pipefitters, Local 32

---

Sam Hem, Sheet Metal Workers, Local 66

**FOR SEATTLE SCHOOL DISTRICT NO. 1:**

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Dr. Larry Nyland, Superintendent of Labor  
Seattle School District No. 1  
~~Seattle School District No. 1~~

---

~~Geoff D. Miller~~ Stan Damas, Executive Director  
& Employee Relations

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**2013~~6~~-2016~~9~~ COLLECTIVE BARGAINING AGREEMENT**

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2013~~6~~-2016~~9~~ Collective Bargaining Agreement between Seattle Public Schools and  
Seattle/King County Building and Construction Trades Council

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**2013~~6~~-2016~~9~~**

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**the SEATTLE SCHOOL DISTRICT NO. 1 and the**  
**SEATTLE/KING COUNTY BUILDING and CONSTRUCTION TRADES COUNCIL**

**ARTICLE I: RECOGNITION**

- A. The Seattle School District No. 1, hereafter referred to as the District, recognizes the Seattle/King County Building and Construction Trades Council and its affiliate unions signatory hereto, and hereafter referred to as the Council, to be the sole and exclusive bargaining agent of those 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 Council 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 Council 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
- D. If the District grants any other union that was formerly included in the Building Trades /SPS bargaining unit more favorable across-the-board wage increases, and/or benefit enhancement, than granted to the Building Trades, then the Building Trades affiliated unions shall be entitled to the same across-the-board wage increase and/or benefit enhancement to be implemented on the same date as negotiated with the other union formerly affiliated with the Building Trades/SPS bargaining unit

**ARTICLE II: AFFIRMATIVE ACTION/NON-DISCRIMINATION**

- A. The District and the Council 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 Council 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 Council 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 Council 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

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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 unless the Core Group of employees are employed. The Core Group shall be 67 employees. After the adoption by the School District of the annual budget, the District shall meet annually with the Executive Secretary of the Seattle/King County Building and Construction Trades Council. The District shall inform the Executive Secretary 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 Building Trades work to be performed by bargaining unit personnel when necessary for scheduling and/or cost efficiencies.
2. In compliance with The State of Washington's requirement regarding prevailing wages and the District's regular requirements for the safety and health of students and staff members all construction supervisors, construction personnel and contractors and all their subcontractors of whatever tier involved in small works shall be fingerprinted and submit to background checks.
3. The District Maintenance Manager will be advised on a weekly basis of all projects considered for Small Works assignment and receive copies of any specifications or instructions. The Maintenance Section will be provided with copies of purchase orders or contracts for Small Works Projects. Upon completion of purchase orders or contracts for Small Works Projects, the



Maintenance Manager will be notified of completion. The District will provide quarterly reports at the Labor Management Meetings.

4. Every project shall be subject to final inspection by the Project Manager or General Foreperson as appropriate. Final payment on the project will not be released until inspection is complete and all concerns are answered to the District's satisfaction.
5. Contractors who receive a contract shall not sub-contract out their work unless the work being subbed out is directly specified as a specialty trade assignment, not to exceed forty (40%) of the project. All requests for subs shall be written and submitted to the HUBS/Small Works Manager for approval. The use of Labor Brokers shall not be permitted.
6. Responsible Small Works Contractors shall meet the following responsibility criteria at the time the quote/bid is submitted and before being awarded a Small Works contract:
  - The contractor must be registered under RCW 18.27.
  - The contractor must have a current state unified business identifier number.
  - The contractor must have a worker's compensation coverage.
  - The contractor must have a Department of Employment Security number.
  - The contractor must have a state excise tax registration number.
7. After being awarded a Small Works Contract, but prior to the beginning of work, the contractor must provide proof of a filing of a Washington State Intent to pay Prevailing Wage Report.

#### **ARTICLE IV: UNION SECURITY**

- A. The District shall have the right to hire persons without regard to Union membership; provided, however, that the District and the Council shall abide by the following Union Security Clause which reads as follows:

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 in an affiliated local union of the Council. 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 an affiliated local union of the Council.

- B. The District will notify the Council 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. It is also agreed that when an employee fails to fulfill the above obligation, the Council shall provide the employee and the District with notification of the Council'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 appropriate local union on behalf of the employees involved. All dues deduction authorizations, dues deductions and transmittal of dues to the appropriate local union shall be in accordance with the Settlement Agreement of Arbitration Case # 75-390-00269, in Appendix C of this Agreement.

- 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 Council, whichever shall be the shorter, unless written notice is given by the employee to the District, appropriate local union and Council 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 Council, 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: REPRESENTATION

- A. The Business Manager and/or Union Representative of a union signatory to this Agreement may appoint or elect a Steward among the employees that the union represents under this Agreement. The affected Local Union bylaws shall be the basis for the procedure of the election and/or appointment of the Union's Steward. Each Local 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 Council may elect two Employee Representatives from among the entire bargaining unit to attend regular Labor Management Committee meetings between the Council and the District. The election of the Employee Representatives shall be by secret ballot. The Labor Management Committee shall continue efforts to discourage and prevent harassing, abusive and/or disruptive behavior by and among employees at work.

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#### ARTICLE VII: 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-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-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-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.
- E. Management as used in the CBA, refers to non-represented staff who have budget authority, responsibility to direct work to meet department goals, and are within the District's direct line management structure.

**ARTICLE VIII: 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 ~~authorized to work~~ 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 ~~(this is in the previous TA document!!), in advance, by Management or the appropriate management-designated~~ supervisor.
- 5. The Foreperson may assign mandatory overtime.
- 6. When an employee is called out to work without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the overtime rate until he/she has had eight (8) hours off.
- 7. Employees on paid leave status do not qualify for the assignment of overtime work. ~~pay.~~

D. **Special Premium Pay:**

- 1. A premium of two dollars (\$2.00) shall be paid for ~~employees that start work on a second shift after 11:00AM except for work performed on an overtime basis as an extension of a day shift employee. Employees assigned to work second shift will continue to receive the second shift two dollars (\$2.00) premium for temporary day shift assignments of two (2) weeks or less.~~ Those employees who are assigned a Monday through Friday shift shall receive time and one-half (1-1/2) for all

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Saturday work; those employees assigned a Tuesday through Saturday shift shall receive a premium of two dollars (\$2.00) for all Saturday work.

2. The Sprinkler Fitter position requires a licensed Sprinkler Fitter and an AS1 Certification Test, and shall have a \$4.00 an hour stipend, paid exclusively when performing Sprinkler Fitter duties, as long as the Sprinkler Fitter's AS1 certification is current. If at any time AS1 Certification lapses, the stipend will be removed effective 30 calendar days from the date of license expiration. This stipend will not cascade to higher positions and will not be considered part of the rate for highest journeyman supervised. Should the Seattle Fire Department standard with respect to AS1 certification cease to exist, such that certification is no longer required, the additional duties and stipend will cease upon written or electronic notification to the Sprinkler Fitter in the position at the time the requirement ceases. Duties of the Sprinkler Fitter position include quarterly and semi-annual sprinkler inspections as required by the Seattle Fire Department. Added responsibilities include:

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- Installing, maintaining, and testing SPS sprinkler systems to assure they meet AS1 Certification requirements;
- After hours emergency response is required, as needed.

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3. Two (2) District plumbers will be assigned the Backflow Assembly Tester ("BAT") duties. The BAT positions will be offered to current FTE status District plumbers using district seniority in the plumbers as the selection criterion. An individual who does not want to be tested and certified as a BAT gives up the right to that opportunity, until a BAT position opens up in the future. Individuals who hold the required BAT certification and are selected to perform the BAT positions will receive a \$4.00 per hour stipend. This stipend will not cascade to higher positions and will not be considered part of the rate for highest journeyman supervised. If more than two (2) District plumbers have a BAT certification, only the two employees who designated to be part of the BAT position will receive the stipend.

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4. One existing Electrician position within eElectrician classification will be designated to complete additional duties that include annual maintenance and testing of emergency generator systems as required by the City of Seattle. This position requires a Washington State licensed (EL-01) Electrician and a current EG-1 Certification. The added responsibilities include:

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- Installation, Maintenance and confidence testing of electrical systems related to emergency generators EG-1 requirements;
- After hours emergency response as required.

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Parties agree that I.B.E.W. 46 District Electricians be assigned the responsibility to repair and inspect electric generators installed in District buildings.

~~D.~~ The parties agree that the EG-1 Electrician shall receive an additional \$4.00 an hour stipend for all hours performing emergency electric generator work. There shall be a minimum of two (2) hours per electric generator work assignment and stipend pay period. This stipend will not cascade to higher positions and will not be considered part of the rate for highest journeyman supervised, nor shall it be subject to pyramiding for the purpose of overtime calculations. Should the City of Seattle standard be changed or modified to remove the annual maintenance and testing of emergency generators requirement, the additional duties and stipend will immediately cease upon notification to the current incumbent in the position.

E. **Refusal of Assignment Outside Regular Hours:** In assigning work for swing shift, the employer will first ask for volunteers; 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.

In situations where the employee does not have to return to work (work on line), the employee will be compensated for time worked at one and one-half (1 ½) times the individual employee's hourly rate of pay for regular shift; time will be rounded up to the nearest 15 minute period with a 90 minute minimum. If called back by management while on approved vacation or personal leave the work time will be paid at double the employee's regular rate of pay.

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

- H. **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.

I. **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) days advance notice. Management reserves the right to decline 4-10 shifts for positions required to work a traditional five 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.

- J. Shift Change: The District shall give seven (7) days advance notice prior to changing a shift. The District shall be permitted, through mutual agreement, to adjust shifts. At the District's discretion, employees requesting to adjust their start time may be granted with one (1) day notice.

**ARTICLE IX: 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 X: 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 on operational needs.

a. In establishing vacation schedules, it is not possible to grant all employees the annual leave period requested. Each craft must retain enough staff to cover anticipated operational needs, as supporting District needs is of prime importance. Management will work with employees who are in a "use it or lose it" situation.

b. An employee's annual leave request will be provided to the direct supervisor and Management in writing thirty (30) days in advance for leaves three (3) days or longer in duration. Leaves that are submitted less than twenty-one (21) days in advance may not be granted. Leave approval or denial will be made by the district within five (5) working days. Vacation conflicts will initially be worked out between employees within the same unit. 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 their direct supervisor, senior General Foreperson, and Management to determine the schedule.

~~c. In order to maximize the availability of Building Trades employees during the period that schools are most accessible, a five hundred dollar (\$500.00) peak workload availability incentive will be paid to all regular employees who do not use leave during the months of August 1 through September 10. 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 a regular status employee prior to August 1 of the incentive period. Management agrees to review exceptional circumstances for an employee if they have taken leave during the eligibility period. A list of employees who did not qualify for payment will be reviewed with the Union prior to the incentive payment.~~

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).

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, if the District has concerns regarding an employee's attendance.

c. After the fifth (5<sup>th</sup>) 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:

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- a. At the time of eligible separation from District employment ~~due to retirement or death~~, 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 and 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 Council.
- 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.

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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. Personal Leave should be used as follows:~~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.

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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 are involved, the employee may request up to two (2) additional days leave.
  - a. Such requests 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, sister, brother, husband, wife, 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, provided that any/all compensation received for such service is remitted to the District upon receipt.~~
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 and any/all witness fees are surrendered to the District. This provision does not apply where the employee's appearance is adversarial to District interests.

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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:

The District will comply with Federal and State statutes.

I. FAMILY AND MEDICAL LEAVE ACT (FMLA):

The District will comply with current Federal and State statutes.

J. WORK AVAILABILITY INCENTIVE

In order to maximize the availability of Building Trades employees during the period that schools are most accessible, a five hundred dollar (\$500.00) 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. The incentive will be on the eligible employees' November 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 five (5) working days after returning to work. Management will provide notice within five (5) working days from the date request received if a requested exception is not approved. If Management does not provide notice within five (5) working days, the exception is approved. A list of employees who did not qualify for payment will be reviewed with the Union prior to the incentive payment.

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**ARTICLE XI: 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. The employee may elect to exercise the option of not using earned Annual Leave or Sick Leave to supplement time loss payments. 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.

## ARTICLE XII: 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. ~~Effective September 1, 2008, all~~ employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case by case basis.

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- 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 journey person.

### C. Lead Rates:

- 1. District Management shall appoint a Senior General Foreperson for Critical Maintenance. Senior General Foreperson pay shall be reflected in Appendix A.
- 2. The District shall appoint a General Foreperson when four (4) or more employees are directly assigned to work for them and/or have the following responsibilities: supervision of the workers and or contractor, material requisition, planning and scheduling, approve employee payroll and work order item; provides electrical, structural, mechanical, etc. expertise; knowledge of codes. The General Foreperson pay shall be reflected in Appendix A. ~~The parties agree that one year after the ratification of the contract, Labor Management Committee will review the effectiveness of the \$2.00/hour foreperson structure at the request by either party. Prior to the one year review, monthly Labor Management Committee meetings will include a discussion of the implementation. Should the parties fail to reach agreement on new language, the parties agree to rely on the contract language from the 2011-2014 collective bargaining agreement replaced by this section.~~
- 3. District Management shall appoint a Foreperson for work orders and or projects requiring multiple employees and the duration of the work is estimated to exceed two (2) weeks and/or have the following responsibilities: supervision of the scope of work, material requisition, planning and scheduling. The Foreperson pay shall be reflected in Appendix A. 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 or designee.
- 4. If a Senior General Foreperson, General Foreperson, or Foreperson is absent for three (3) or more working days, District Management shall appoint a temporary Senior General Foreperson, General Foreperson or Foreperson to replace him/her. District Management may appoint a temporary

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Senior General Foreperson or General Foreperson or Foreperson for absences of less than three (3) days.

5. The Foreperson or General Foreperson or Senior General Foreperson will be compensated for all hours worked at the Foreperson's, General Foreperson's or Senior 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.
6. If the temporary assignment is the result of a vacancy which the District intends to fill, the District barring unforeseen circumstances will make a good faith effort to make a selection and fill the vacancy via a regular appointment within thirty (30) working days.
7. The temporary Foreperson or General Foreperson or Senior General Foreperson will assume the same responsibilities of a regular Foreperson or General Foreperson or Senior 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, keep 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. If a temporary Foreperson is to be reduced back to their regular position, notice will be given to them prior to reduction implementation.

**D. Rates of Pay:**

1. The 2013-20142016-2017 rates of pay shall be the same as the 2012-20132015-2016 rates of pay increased by three percent (3%), including the 1.8%1.45% unless there is state-funded pass through for classified staff. The increase shall be reflected in the salary schedule in Appendix A; provided however, employees in the following classification shall receive, in addition to the above increase, the additional increases specified here:-
  4. • Electrician classification (not including FA1 Electrician classification), one percent (1.0%)
2. The 2014-20152017-2018 rates of pay shall be the 2013-20142016-2017 rates of pay increased by three percent (3%) including the 1.82% or state-funded pass through for classified staff, unless the state-funded increase exceeds three percent (3%) in which case rates of pay shall be increased by the full state-funded increase whichever is greater. The increase shall be reflected in the salary schedule in Appendix A; provided however, employees in the following classification shall receive, in addition to the above increase, the additional increases specified here:
  2. • Electrician classification (not including FA1 Electrician classification), half percent (0.5%).
3. The 2015-20162018-2019 rates of pay shall be the 2014-20152017-2018 rates of pay increased by three percent (3%) including the 1.0% or state-funded pass through for classified staff, unless the state-funded increase exceeds three percent (3%) in which case rates of pay shall be increased by the full state-funded increase, whichever is greater. The increase shall be reflected in the salary schedule in Appendix A.
4. 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 Seattle/King County Building and Construction Trades Council/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 reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Seattle/King County Building and Construction Trades

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Council/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.

**E. Overpayment retrieval:**

1. Salary overpayments due to error shall be repaid in accordance with RCW 49.48.200. RCW 49.48.200 incorporates RCW 49.48.210 for recoupment of overpayments.

~~E-2. When the District determines that a Union member was overpaid wages, the District shall notify the Union member's Union representative of the amount believed to be overpaid, and provide any documentation supporting or establishing the overpayment. Before beginning the recoupment process set forth in RCW 49.48.200 and RCW 49.48.210, the District and the Union representative shall negotiate the amount of overpayment and repayment schedule. The District will not bargain directly with any Union members during the process. Salary overpayments due to error shall be repaid to the District in accordance with State law.~~

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**ARTICLE XIII: PENSION**

**A. Regular Employees:**

1. The District shall provide the required contributions to the Public Employees Retirement System or School Employee's 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-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-B-2.

**ARTICLE XIV: 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 considered a regular employee and credited with seniority for service time from his/her initial date of hire less any time not spent working in the bargaining unit.

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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-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:

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1. Voluntary termination as a member of the bargaining unit.
2. Discharge for cause.
3. Failure to return to work within five (5) 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 Council. Receipt of notice by the Council begins the five (5) working day recall period.
4. Failure to return to work promptly after an unauthorized leave of absence.
5. Layoff for a period of twenty-four (24) months or longer, less time not spent 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:**

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1. Employees with three (3) years of continuous service shall be given two (2) week's notice prior to layoff. Other employees shall be notified one (1) hour prior to layoff.
  2. Employees acting in a Foreperson/General Foreperson role and shop stewards for the specific craft shall be advised of layoffs of supervised employees at the start of shifts in which the layoffs will take effect~~taking place~~.
- E. **Short Calls:** The Union's signatory hereto shall allow the District, if it chooses, to 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 Council 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.
- 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-C.

**ARTICLE XV: 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~~ Each employee shall be evaluated at least once prior to a successful completion of the probationary period. The appropriate union representative may request feedback on any employee discharged prior to the conclusion of the probationary period.
  - 2.3. 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.
  - 3.4. Employee's direct supervisor will be responsible for completing the evaluation. All evaluations will be reviewed by the direct supervisor and management prior to issuance.

4.5. Employees who disagree with their evaluation may provide a written rebuttal, arrange to meet with the direct supervisor, Senior General Foreperson 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 Council will receive quarterly reports on performance improvement plans through the Labor/Management Committee.

#### **ARTICLE XVI: 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.
- C. Prior to suspensions or terminations, Management shall demonstrate to the appropriate Union representative any previous discipline or direction given to the employee taken and timelines given to employees.

#### **ARTICLE XVII: GROUP INSURANCE**

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 to allocate to the temporary employees 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. The District will continue to pay the employee's applicable union Health & Welfare contribution for any period prior to the effective date of medical coverage as a regular employee.
- 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-b.~~ Self-insurance of insurance benefits.
    - ~~b-c.~~ The selection process for District-sponsored plans.
    - ~~c-d.~~ The use of excess reserves which may exist with insurance providers.
    - ~~d-e.~~ 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: 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 Council 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 Council 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 immediate supervisor 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 settled in Step 2, 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 2, 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. 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.
- I. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
1. 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.
  2. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union and the employees involved.
  3. 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.
  4. 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: 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 and subsisting 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: 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) in the performance of his/her duties, as provided under this Article.

#### **ARTICLE XXI: 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-A, the Unions along with representatives of the District shall attempt to settle the dispute among themselves with the assistance of the Washington State Public Employment Relations Commission Mediation Service, if needed.

2. If the dispute is not settled by the means provided in Article XXI-B, either of the disputing Unions or the District may refer said dispute to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.
- 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: 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. Shop stewards shall be notified of new hires before the beginning of the shift in which the new employee begins work.
- C. When the District has placed an oral or written order for referral of workers from 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 Council in accordance with Article IV-B.

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#### ARTICLE XXIII: TERM OF AGREEMENT

This Agreement shall become effective when signed by all parties and will run through August 31, 2016~~9~~. ~~subject to an annual reopener on wage rates as provided in Article XII, Section D.2. and D.3. The Union's written notice of intent to reopen on wages shall be provided to the District on or before May 1, 2014 and May 1, 2015, respectively.~~ 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: 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: APPRENTICESHIP PROGRAM**

- A. The District and the Council agree to form a committee to review the feasibility of implementing an apprenticeship program. The Apprenticeship Committee will be composed of up to three (3) District representatives and three (3) Council representatives. The Committee will meet within 60 days of ratification with the contract by both parties. The Committee will design a proposed State- approved training program and will only implement if it is agreed to by both parties. The Committee will conform to the standard of the Apprenticeship Rules, Chapter 296-05 Washington Administrative Code (WAC) and RCW 49.04.
  - 1. Council recommends the District become a training agent for existing BTC apprenticeship training programs.
  - 2. Council recommends to exclude this from the CBA; instead, do an MOU after committee meets.

**2016-17 CRAFTS & TRADES SALARY SCHEDULE  
(CT3, CT6 & CT8)  
Effective 9/1/2016**

**APPENDIX A**

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Trade	Hourly	Monthly	Annual
Asbestos Worker	\$34.88	\$6,046.48	\$72,558
Electrician	\$33.12	\$5,740.90	\$68,891
FA1 Electrician	\$37.18	\$6,443.86	\$77,326
Electronic Tech	\$30.66	\$5,314.11	\$63,769
Plumber/Steamfitter	\$35.99	\$6,237.76	\$74,853
Glazier	\$31.07	\$5,386.06	\$64,633
Bricklayer	\$31.85	\$5,520.97	\$66,252
Roofer	\$32.33	\$5,604.16	\$67,250
Sheet Metal	\$35.12	\$6,086.75	\$73,041
Painter	\$30.19	\$5,233.04	\$62,796
Laborer	\$26.67	\$4,622.95	\$55,475
Equipment Operator	\$28.70	\$4,974.82	\$59,698
Carpet Layer	\$29.81	\$5,166.59	\$61,999
Drywall Taper	\$30.60	\$5,303.51	\$63,642
General Foreperson	\$40.89	\$7,088.25	\$85,059
Senior General Foreperson	\$44.98	\$7,797.07	\$93,565

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1. Forepersons shall be paid a \$3.00 premium in addition to their regular hourly rate.
2. General Forepersons shall be paid 10% higher than the highest paid rate. (FA1 Electrician)
3. Senior General Foreperson shall be paid 10% higher than the General Foreperson.
4. Laborers assigned to work as equipment operators shall be paid a \$1.00 premium in addition to the regular Laborer rate.
5. Any employee who has current certification as a rigger, and who is assigned rigging duties, will be paid a \$4.00 premium when performing such duties.
6. The parties to this agreement agree to the addition of the FA-1 Electrician as a classification and rates in this Appendix, in lieu of a continued premium. This determination is a result of collective bargaining.

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**2016-17 Trades Salary Schedule w/3.0% increase effective 9/1/2016.**

**2013-14 CRAFTS & TRADES SALARY SCHEDULE  
(CT3, CT4, CT6, CT7 & CT8)  
Effective 9/1/2013**

**APPENDIX A**

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Trade	Hourly	Monthly	Annual
Asbestos Worker	\$32.28	\$5,594.76	\$67,137
Electrician	\$30.34	\$5,259.41	\$63,113
FA1 Electrician	\$34.40	\$5,962.45	\$71,549
Electronic Tech	\$26.79	\$4,643.85	\$55,726
Plumber/Steamfitter	\$33.30	\$5,771.75	\$69,264
Glazier	\$28.75	\$4,983.67	\$59,804
Bricklayer	\$29.47	\$5,108.50	\$61,302
Roofer	\$29.92	\$5,186.75	\$62,241
Sheet Metal	\$32.49	\$5,632.02	\$67,584
Painter	\$27.94	\$4,842.08	\$58,105
Laborer	\$24.68	\$4,277.58	\$51,334
Equipment Operator	\$25.68	\$4,450.91	\$53,411
Carpet Layer	\$27.58	\$4,780.60	\$57,367
Taper	\$28.31	\$4,907.29	\$58,887
General Foreperson	\$37.85	\$6,560.84	\$78,730
Senior General Foreperson	\$41.64	\$7,216.92	\$86,603

1. Forepersons shall be paid a \$2.00 premium in addition to their regular hourly rate.
2. General Forepersons shall be paid 10% higher than the highest paid rate. (FA1 Electrician)
3. Senior General Foreperson shall be paid 10% higher than the General Foreperson.
4. Laborers assigned to work as equipment operators shall be paid a \$1.00 premium in addition to the regular Laborer rate.
5. Any employee who has current certification as a rigger, and who is assigned rigging duties, will be paid a \$4.00 premium when performing such duties.

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2013-14 Trades Salary Schedule w/1.40% increase effective  
9/1/2013  
Additionally Electronic Tech will receive 3.0% increase.

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**2014-15 CRAFTS & TRADES SALARY  
SCHEDULE  
(CT3, CT4, CT6, CT7 & CT8)  
Effective 9/1/2014**

**APPENDIX A**

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Trade	Hourly	Monthly	Annual
Asbestos Worker	\$32.86	\$5,695.46	\$68,346
Electrician	\$30.89	\$5,354.08	\$64,249
FA1 Electrician	\$35.02	\$6,069.77	\$72,837
Electronic Tech	\$28.06	\$4,864.54	\$58,374
Plumber/Steamfitter	\$33.90	\$5,875.64	\$70,508
Glazier	\$29.27	\$5,073.38	\$60,881
Bricklayer	\$30.00	\$5,200.45	\$62,405
Rofer	\$30.46	\$5,280.11	\$63,361
Sheet Metal	\$33.08	\$5,733.39	\$68,801
Painter	\$28.44	\$4,929.24	\$59,151
Laborer	\$25.12	\$4,354.57	\$52,255
Equipment Operator	\$26.12	\$4,527.91	\$54,335
Carpet Layer	\$28.08	\$4,866.65	\$58,400
Taper	\$28.82	\$4,995.62	\$59,947
General Foreperson	\$38.54	\$6,680.27	\$80,163
Senior General Foreperson	\$42.39	\$7,346.83	\$88,162

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1. Forepersons shall be paid a \$2.00 premium in addition to their regular hourly rate.
2. General Forepersons shall be paid 10% higher than the highest paid rate. (FA1 Electrician)
3. Senior General Foreperson shall be paid 10% higher than the General Foreperson.
4. Laborers assigned to work as equipment operators shall be paid a \$1.00 premium in—  
—addition to the regular Laborer rate.
5. Any employee who has current certification as a rigger, and who is assigned rigging duties, will be paid a \$4.00 premium when performing such duties.

~~2014-15 Trades Salary Schedule w/1.80% increase effective  
9/1/2014  
Additionally Electronic Tech will receive 2.9%  
increase.~~

**2015-16 CRAFTS & TRADES SALARY SCHEDULE** **APPENDIX A**  
**(CT3, CT4, CT6, CT7 & CT8)**  
**Effective 9/1/2015**

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Trade	Hourly	Monthly	Annual
Asbestos Worker	\$33.21	\$5,756.38	\$69,077
Electrician	\$31.22	\$5,411.35	\$64,936
FA1-Electrician	\$35.39	\$6,134.70	\$73,616
Electronic Tech	\$29.17	\$5,059.15	\$60,710
Plumber/Steamfitter	\$34.27	\$5,938.49	\$71,262
Glazier	\$29.58	\$5,127.65	\$61,532
Bricklayer	\$30.32	\$5,256.08	\$63,073
Roofer	\$30.79	\$5,336.59	\$64,039
Sheet Metal	\$33.43	\$5,794.72	\$69,537
Painter	\$28.74	\$4,981.97	\$59,784
Laborer	\$25.39	\$4,401.15	\$52,814
Equipment Operator	\$26.39	\$4,574.49	\$54,894
Carpet Layer	\$28.38	\$4,918.71	\$59,025
Drywall Taper	\$29.13	\$5,049.06	\$60,589
General Foreperson	\$38.93	\$6,748.17	\$80,978
Senior General Foreperson	\$42.82	\$7,422.98	\$89,076

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- ~~1. Forepersons shall be paid a \$2.00 premium in addition to their regular hourly rate.~~
- ~~2. General Forepersons shall be paid 10% higher than the highest paid rate. (FA1-Electrician)~~
- ~~3. Senior General Foreperson shall be paid 10% higher than the General Foreperson.~~
- ~~4. Laborers assigned to work as equipment operators shall be paid a \$1.00 premium in—  
—addition to the regular Laborer rate.~~

~~5. Any employee who has current certification as a rigger, and who is assigned rigging duties, will be paid a \$4.00 premium when performing such duties.~~

~~2015-16 Trades Salary Schedule w/1.0% increase effective 9/1/2015~~

~~Additionally Electronic Tech will receive 2.9% increase.~~

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**APPENDIX B: GRIEVANCE REVIEW REQUEST  
TRADES  
GRIEVANCE REVIEW REQUEST**

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**DESTINATION:**

- Human Resources
- Facilities Supervisor/Director
- Grievant
- SKCBCTC
- Specific Trade

**TRADES UNIT:**

**GRIEVANCE NUMBER:**

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**Trades#:**

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**District#:**

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<b>Grievant:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Submitted</b>
<b>Supervisor:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Resolved</b>

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**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:

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3. Remedy requested:

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**Grievant's Signature:**

**Date:**

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<b>Informal Step</b>	<b>Did the informal Step occur?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Name of Supervisor:</b>	<b>Date:</b>
<b>Step 1 Hearing Date:</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Response Date (copy attached):</b>

<b>Supervisor's Signature:</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Union Representative's Signature</b>	<b>Date:</b>
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<b>Step 2 Hearing Date:</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Response Date (copy attached):</b>
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<b>Director's/Designee's Signature:</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Union Representative's Signature</b>	<b>Date:</b>
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<b>Step 3 AAA Date:</b>	<b>AAA Participants:</b>	<b>Name of Arbitrator:</b>	<b>Response Date:</b>
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### APPENDIX C: DUES DEDUCTION SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Seattle/King County Building and Construction Trades Council ("Building Trades"), the Building Laborers, Local 242 ("Laborers"), and the Seattle School District No. 1 ("District") to fully and finally resolve a grievance filed by the Laborers on or about April 14, 2009.

#### RECITALS

- A. On or about April 14, 2009, the Laborers filed a grievance with the District claiming that working dues or union dues were not paid to the Laborers in compliance with the 2007-2010 Collective Bargaining Agreement between the Building Trades and the District. The parties moved this dispute to arbitration, Case No. 75 390 00269 09.
- B. In order to avoid the expense and uncertainty were the parties to continue to litigate or administratively challenge this dispute, and in an effort to work more collaboratively in the future, the parties now desire to settle and forever resolve said disputes upon the terms and conditions set forth herein.

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- The District agrees to submit to the Building Trades a list of all full-time, part-time, and temporary employees currently working for the District and represented by the Building Trades. The District will submit this list to the Building Trades within one week after this Agreement is signed by both parties.
- The Building Trades warrants and represents to the District that they have written authorization from all District employees on whose behalf they request dues deductions from the District. The Building Trades also warrants and represents to the District that all future individuals dispatched to the District from the Building Trades, and on whose behalf the Building Trades request dues deductions, will have provided written authorization for such deductions.
- For all future dispatched individuals sent to work at the District by the Building Trades for all trades/locals except for the Laborers, all such individuals will bring with them on their first day of work a form, created by their respective local, indicating whether union dues are to be withheld by the District and the amount for that particular employee. For current employees represented by the Building Trades, the District will continue to withhold union dues unless the District is told to stop by the Building Trades. For current employees represented by the Building Trades, who self-pay union dues, the District will not withhold union dues for those employees, unless a form is turned in by the Building Trades indicating that union dues are to be withheld by the District and the amount for that particular employee.
- For all future dispatched individuals sent to work at the District by the building Trades who are part of the Laborers, the District will withhold union dues for all such employees assigned to the District in the amount provided to the District under paragraph 6. For current employees represented by the Laborers, the District will continue to withhold union dues in the same amount, until that amount is changed under paragraph 6.
- The Building Trades and District agree that it will be the responsibility of the Building Trades or individual locals to obtain written dues check-off authorizations for all future dispatched individuals sent to work at the District by the Building Trades. The District has no responsibility to ask any employee represented by the Building Trades to sign a dues check-off authorization document. It is the sole responsibility of the Building Trades to get a dues check-off authorization form signed.

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6. The Building Trades agrees that it will be the responsibility of the Building Trades to provide written notice to the District of the dues amounts to be withheld for all employees when the dues amount is changed. It is the further responsibility of the Building Trades to submit any change in the amount of the dues to be withheld to the District at least 30 days in advance of the requested change date.
7. The District agrees to pay the Laborers \$3,900 to resolve all issues related to improperly withheld or paid union dues, including all working dues and union dues.
8. The Laborers agree to withdraw its grievance and its request for arbitration related to the dues dispute (Case No. 75 390 00269 09).
9. The Building Trades and Laborers agree to not file any future grievances, claims, or lawsuits for any unpaid dues, including working dues or union dues, from all past dates until the date this agreement is signed.
10. This Agreement is for settlement purposes only and does not constitute an admission of any wrongful act or omission by any party. This Agreement is non-precedent setting.
11. Each party is responsible for paying their own costs and fees related to this dispute, including but not limited to arbitrator fees and attorney fees.
12. This two-page Agreement constitutes the entire understanding between the Building Trades, the Laborers, and the District.

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**MEMORANDUM OF UNDERSTANDING**

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING WORKPLACE BEHAVIOR  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 &  
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL  
-2013-2016**

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This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 and the Seattle/King County Building and Construction Trades Council (Council or SKCBCTC). The parties have agreed that the provisions set forth herein shall expire August 31, 2016. The agreements between the parties are as follows:

The District and the Council agree that it is to their mutual advantage to and recognize that each has an affirmative obligation to discourage and work towards preventing harassing, abusive and/or disruptive behavior by and among employees at their workplace. To this end, the District and Council Labor Management Committee (LMC) will undertake discussions about:

1. Familiarizing LMC members and employees with existing District policies and procedures concerning Anti-Harassment and Acts of Hostility, Defamation, or Discrimination. At the request of the LMC, this could include requesting the District's Manager of Equity and Compliance to attend a LMC meeting to discuss said policies;
2. Identifying "harassing, abusive, and/or disruptive" behaviors as it relates to workplace behavior;
3. Distinguishing unacceptable behaviors from acceptable worksite banter and interaction;
4. Identifying standards of workplace behavior that apply to employees involving their interactions among one another; and,
5. Identifying means by which to address unacceptable workplace behavior.

The effort espoused herein shall be undertaken in a good faith, collaborative manner to enhance day-to-day behavior and interaction among employees at their workplace. However, nothing herein or any product developed by the LMC concerning the topic described herein shall, in any way, interfere with or obviate District policies and procedures relative to this topic including the District's policies and procedures concerning Anti-Harassment and Acts of Hostility, Defamation, or Discrimination. In addition, this MOU in general or any of its terms in particular shall not be subject to the Grievance Procedure contained in the parties' collective bargaining agreement nor shall same interfere, in any way, with the District's right to discipline employees for just cause.

\*This MOU is considered signed when the cover page of the Agreement is signed.

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**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL  
ESSB 5940**

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Seattle Public Schools (SPS) and the Seattle/King County Building and Construction Trades Council (the Union), mutually acknowledge that, among other things, Section 3 of HSSB 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.**

|

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Seattle/King County Building and Construction Trades Council