



# **SCHOOL BOARD ACTION REPORT**

**DATE:** May 10, 2018  
**FROM:** Dr. Larry Nyland, Superintendent  
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**For Introduction:** May 23, 2018  
**For Action:** May 23, 2018

## **1. TITLE**

Approval of successor collective bargaining agreement between Seattle School District No. 1 and International Brotherhood of Teamsters Local Union No. 117 for September 1, 2017 through August 31, 2020

## **2. PURPOSE**

This collective bargaining agreement covers the staff working in the Warehouse (9 employees) and in the Science Material Center (3 employees).

This Board Action Report initiates approval of the successor collective bargaining agreement negotiated between representatives of the International Brotherhood of Teamsters Local No. 117 and Seattle School District No. 1. This Agreement is for a three-year period commencing September 1, 2017 and ending August 31, 2020. The Agreement includes inflationary wage increases and an improvement in employee working conditions. Ratification of this Agreement occurred at a union membership meeting on April 27, 2018.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to execute the collective bargaining agreement with the International Union of Teamsters Local No. 117 with the wage schedules and other attachments in the form of the draft Agreement for the period September 1, 2017 through August 31, 2020 as attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contracts. Immediate action is in the best interest of the District.

## **4. BACKGROUND INFORMATION**

- a. **Background:** The current Collective Bargaining Agreement between Seattle School District No. 1 and the International Brotherhood of Teamsters Local No. 117 expired according to its terms on August 31, 2017. By operation of state law, the provisions of the Agreement remained in effect governing the relationship between the parties pending the negotiation of a new agreement. Representatives of the parties reached final

agreement on the terms of a new three-year agreement on March 14, 2018. The Agreement establishes a general wage pattern as follows: effective 9/1/2017—3% general wage increase with minor additional modifications for three staff positions; effective 9/1/2018—3% general wage increase or state designated inflationary adjustment whichever is greater; effective 9/1/2019—3% general wage increase or state designated inflationary adjustment whichever is greater.

The Agreement also provides for an additional personal day off that brings this bargaining unit even with other classified bargaining units in the District for total number of days off each year, including holidays and personal days. The Agreement further provides for contract clarity by modifying language and eliminating provisions that are no longer applicable to the bargaining unit.

- b. **Alternatives:** Negotiators for both the District and the Teamsters engaged in extensive preparation and entered into collective bargaining with an exchange of proposals on August 22, 2017. Thereafter the teams met to fully understand and resolve the issues which each side had requested to bargain. The teams met monthly for joint bargaining sessions of 2 to 3 hours in duration. Failure to enter into an agreement would result in 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 the potential for an increase in the number of grievances and other workplace disagreements.
- c. **Research:** Generally, the provisions of this agreement were negotiated mindful of increases in compensation occurring for like employees in the Seattle labor market and for other District bargaining units while balancing competing pressures for scarce resources.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be:

General Wage Increases:

|                 |                  |
|-----------------|------------------|
| 2017-18:        | \$ 17,750        |
| 2018-19:        | \$ 35,921        |
| <u>2019-20:</u> | <u>\$ 54,694</u> |
| Total           | \$108,366        |

Adjustments beyond General Wage Increase: \$ 8,848

Grand Total Fiscal Impact: \$117,214

The revenue source for this motion is the District general fund. Details are provided in the attachment “Teamsters Local No. 117 Economic Package.”

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

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

**6.     COMMUNITY ENGAGEMENT**

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

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Pursuant to state law, collective bargaining between the School District and the Union representing its employees is to be carried out by representatives of each party.

**7.     EQUITY ANALYSIS**

This Agreement essentially maintains the status quo with inflation-related adjustments to compensation. The collective bargaining agreement treats all employees in the bargaining unit equally without regard to protected status. Three job positions received additional minor compensation increases based on their duties. This bargaining unit is comprised of a higher ratio of persons of color than the District overall.

**8.     STUDENT BENEFIT**

Employees covered by this Agreement are responsible for the coordination and distribution of all supplies, including science kits, to each school in the District.

**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 No. 5020, Collective Bargaining.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Board Executive Committee meeting on May 17, 2018, and the Committee reviewed the motion and moved it forward to the full Board with a recommendation for approval.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, and execution of the Agreement, the District payroll office will implement the September 1, 2017 salary increases to be paid on the June 1, 2018 pay warrant. Other provisions of this Agreement will be implemented in accordance with the effective dates identified in the Agreement.

**13. ATTACHMENTS**

- 2017-2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Brotherhood of Teamsters Local No. 117—clean (for approval)
- 2017-2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Brotherhood of Teamsters Local No. 117—redline (for reference)



## Collective Bargaining Agreement

### Between Seattle School District No. 1 and Teamsters Local Union No. 117

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

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Collective Bargaining Agreement between SPS and Teamsters Local Union No. 117 affiliated with the International Brotherhood of Teamsters.



Between  
Seattle School District No. 1

And

Teamsters Local Union No. 117

Affiliated with the  
International Brotherhood of Teamsters



Term of Agreement  
September 1, 2017 – August 31, 2020

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**AGREEMENT**  
**Between the**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

This Agreement is made by and between SEATTLE SCHOOL DISTRICT NO. 1, (also doing business as Seattle Public Schools) hereinafter called the "District" and TEAMSTERS LOCAL UNION NO. 117, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter called the "Union."

**ARTICLE 1: RECOGNITION AND AGREEMENT**

**SECTION A. RECOGNITION**

1. The District hereby recognizes, during the term of this Agreement, Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive collective bargaining agency for all employees of the District in the classifications of work covered by this Agreement, as listed in Appendix A-I.
2. Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters for and on behalf of their members, hereby recognizes, during the term of this Agreement, the District as the sole and exclusive collective bargaining agency.

**SECTION B. UNION SECURITY**

1. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the 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 the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.
2. When new/additional employees are needed, the District may, at its discretion, notify the Union of the number and job titles of vacant positions. When so notified, the Union shall have a maximum of five (5) working days to refer applicants for the positions to be filled.

## **SECTION C. MANAGEMENT RIGHTS**

1. Except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the District's inherent and traditional right to manage its business and operations, including but not limited to: hire; evaluate; discipline for just cause; maintain the discipline and efficiency of its employees; lay off; establish, change and direct reasonable methods and processes of doing work; introduce new and improved work methods or equipment; 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.
2. The District agrees to notify the Union of changes to its rules and regulations in a timely manner.

## **SECTION D: PAYROLL DEDUCTIONS**

1. Membership Dues: It shall be an exclusive right of employees who are members of the Union and who are covered by this Agreement pursuant to Article I of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Union an assignment authorizing payroll deduction of membership dues to the Union. Such authorization shall then be submitted to the District's Payroll Services by the Union.
  - a. The District's Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than forty-five (45) days after the submission of the authorization by the Union to the District's Payroll Services.
  - b. This authorization shall be on a continuing basis. A table of prorated annual dues shall be supplied by the Union to the District's Payroll Services for use with new employees who join the District's staff during the year.
  - c. Authorization by employees for dues to the Union shall continue in effect unless such authorization is revoked by formal notice, in writing, which is delivered to the District's Payroll Services by the employee, who shall also deliver/mail a copy of the formal written revocation to the Union.
  - d. The Union's authorization for payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and maintenance of membership is a binding condition for authorizing payroll deduction, and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Union.
  - e. The deduction of membership dues shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Union, accompanied by a list of employees from whose pay the deductions have been made. The Union shall be responsible for remitting any portion of dues to the State and/or National organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Union of all responsibility for accuracy and/or accounting of State and/or National organization dues.
  - f. 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 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.

2. Credit Union: Employees who are members of the Washington School Employees Credit Union may authorize payroll deduction for credit union activities by presenting an authorization for such deduction to the credit union.

#### **SECTION E: DURATION AND APPLICATION OF THE AGREEMENT**

1. This Agreement shall be effective when signed by both parties and runs through August 31, 2020, except for those provisions, which are changed from the immediate past Agreement. Provisions which are changed from the immediate past Agreement shall be effective on the date of the execution of this Agreement except where the change is stated to be effective on a specific date. This Agreement shall remain in effect through August 31, 2020. Should any party desire to change, modify or terminate this Agreement on August 31, 2020, written notice shall be given sixty (60) days prior to that date.
2. This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.
3. If any Article or item of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.
4. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Union.
5. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
6. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of the agreements between the District and the Union pursuant to Chapter 41.56 RCW.

#### **SECTION F: NATIONAL EMERGENCIES**

In the event of war, declaration of emergency, or imposition of civilian controls by the U.S. Government during the life of this Agreement, either party may reopen the same upon thirty (30) days' written notice and request negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

#### **SECTION G: TRANSFER OF RIGHTS**

In the event that the District merges with another school district, all wages and Annual Leave privileges shall continue and all other benefits under this Agreement shall prevail.

#### **SECTION H: STRIKES AND LOCKOUTS**

1. 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.

2. Any action of the employees leaving jobs for their own protection in cases of a legally declared strike by some other union directly working on the job, and if such strike is sanctioned and approved by the Joint Council of Teamsters having jurisdiction, or by the International Brotherhood of Teamsters, shall not constitute a violation of this Agreement.
3. It shall not be a violation of this Agreement or cause for discharge for any employee to refuse to cross a legal picket line in the performance of his/her duties, as provided under this Article.

#### **SECTION I: EXTRA AGREEMENTS**

The District agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

#### **SECTION J: FREEZER WORK**

1. Regularly assigned freezer work shall be a bid position, which may be filled by inverse seniority.
2. All employees working in the freezer unit shall work a minimum of ten (10) minutes of each hour outside the freezer unit, which shall be exclusive of the break provisions set forth in Section 4-D.
3. The District shall furnish appropriate wearing apparel (i.e., "freezer gear"), as needed.

#### **ARTICLE 2: RIGHTS AND RESPONSIBILITIES**

##### **SECTION A: NON-DISCRIMINATION**

1. No worker shall be discriminated against for upholding Union principles, and any person who works under the instructions of the Union, or who serves on a committee, shall not lose his/her job or be discriminated against for this reason.
2. The District and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, gender, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation, veterans' status or mental, physical or sensory disability or any other legally protected class or condition. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the American with Disabilities Act (ADA).

##### **SECTION B: AFFIRMATIVE ACTION**

1. The District and the Union agree with and support 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, including federal laws, rules and regulations.

##### **SECTION C: COMMUNICATION RIGHTS AND PRIVILEGES**

1. The Union shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided at the work location by the District.

2. Authorized agents of the Union shall have access to the District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.

#### **SECTION D: EMPLOYEE APPEARANCE**

Employees covered by this Agreement are required to present an acceptable appearance and attitude to the general public as an essential extension of their job function.

#### **SECTION E: DISCIPLINE AND DISCHARGE**

1. Notice of warning, suspension or discharge must be in writing and dated.
2. As a condition precedent to any suspensions or discharges, the District must have given the employee a written warning notice wherein facts forming the grounds of the District's dissatisfaction are clearly set forth. The facts therein set forth must be of the same type as those upon which the suspension or discharge is founded. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.
3. Copies of all warning notices, suspensions or discharges shall immediately be forwarded to the Union.
4. Warning notices not given and suspensions and discharges, except as hereinafter provided, not executed within fifteen (15) working days of any given incident are null and void. Warning notices given within fifteen (15) working days of any given incident shall be null and void for purposes of progressive discipline after nine (9) months. However, such notice(s) may be retained by the District and used as evidence of a pattern of misconduct and/or evidence of notice.
5. EXCEPTION: Warning notices are not necessary for grounds such as, but not limited to, dishonesty, recklessness, insubordination, carrying unauthorized passengers while operating District vehicles, possession, sale or use of dangerous drugs or narcotics or drinking related to employment, no show/no call for three (3) or more work days. Such discharges or suspensions must be executed within fifteen (15) working days of the occurrence of the incident forming the grounds. However, if the District's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within fifteen (15) working days of the time the District acquires knowledge of same. Dishonesty includes, but is not limited to: stealing time, materials, money or equipment.
6. Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment. Further, except for surveillances by on-duty officers of the law, discharges or suspensions, under these exceptions, based on reckless driving, must not be founded upon evidence secured directly or indirectly through surveillance.
7. Any employee(s) has the right to request an investigation, by the Union, of any warning notice, suspension or discharge provided such request is made within ten (10) calendar days of receipt of same, otherwise the right to request an investigation is waived. The day of receipt of warning notice, suspension or discharge shall be excluded in figuring time. If

the tenth (10th) day falls on a Saturday, Sunday or holiday, the next following normal day of work shall be considered the tenth (10th) and last day.

8. Grievances arising as a result of any such investigation shall be settled in accordance with provisions of the Settlement of Grievances Article.
9. The ability to work regularly is a condition of continued employment. However, this provision shall not supersede any other provision of this Collective Bargaining Agreement or Federal, State or Municipal law.
10. All provisions of this Section are subject to the just cause provision of Article 1, Section C.

### **ARTICLE 3: DEFINITIONS**

#### **SECTION 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-I.

#### **SECTION B: REGULAR EMPLOYEES**

1. A regular employee is defined as an employee who is actively on the payroll and normally assigned to work twelve (12) months per year, forty (40) hours per week.
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 in any twelve (12) consecutive month period of employment with a minimum of seventy (70) hours of regular compensation in each of those months.
3. A regular employee shall be employed on a probationary status for his/her first six (6) months as a regular employee, during which time he/she may be terminated without recourse to the provisions of Article 8: Settlement of Grievances.

#### **SECTION C: TEMPORARY EMPLOYEES**

1. Temporary employees are defined as those employees who are hired on a short term basis for less than five (5) consecutive months.
  - a. Any temporary employee who completes five (5) months of employment in any twelve (12) consecutive month period with a minimum of seventy (70) hours of regular time in each of those months shall be considered a regular employee.
  - b. Seniority, 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.
2. Temporary employees ordered to work shall receive at least four (4) hours pay unless they voluntarily quit or are discharged for cause.
3. The District agrees to only use volunteers to supplement not supplant bargaining unit members. The District shall maintain at least three (3) regular employees at the Science Material Warehouse.

## **ARTICLE 4: HOURS OVERTIME AND HOLIDAYS**

### **SECTION A: WORK WEEKS AND OVERTIME**

1. All regular employees who have been employed for at least the preceding thirty (30) consecutive work days on beginning the work week shall be guaranteed forty (40) hours work or pay, except in emergencies beyond the District's control, or where the employee quits, fails to report for work, or is terminated for just cause.
2. Standard Work Week:
  - a. Five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, inclusive, shall constitute a standard work week. All hours over eight (8) per day and forty (40) per week shall be paid at time and one-half (1.5x) the employee's regular rate of pay.
    - 1) Saturday shall be a premium day and anyone called to work on Saturday shall be guaranteed four (4) hours pay at the rate of time and one-half (1.5X) any work performed after eight (8) hours on Saturday shall be paid at double time (2x).
    - 2) If called to work on Sunday, an employee shall receive double time (2X). The District may call an employee on Sunday for four (4) hours or less, and he/she shall receive four (4) hours pay at the scheduled overtime rate. If the employee works four (4) to eight (8) hours, he/she shall receive eight (8) hours pay at the scheduled overtime rate.
  - b. In the event the District begins Saturday classes and chooses to schedule a Saturday shift, it shall be a Tuesday through Saturday day shift and shall be bid by seniority; there shall be a \$2.00 per/hour premium for Saturday work. All hours over eight (8) per day and forty (40) per week shall be paid at time and one-half (1.5x) the employee's regular rate of pay. If called to work on Sunday, an employee shall receive (1.5x) the employee's regular pay. If called to work on Monday, an employee shall receive (2x) the employee's regular pay.
    - 1) Sunday shall be a premium day and anyone called to work on Sunday shall be guaranteed four (4) hours pay at the rate of time and one-half (1.5X) the employee's regular pay, any work performed beyond eight (8) hours on Sunday shall be paid at double time (2x).
    - 2) If called to work on Monday, an employee shall receive double time (2X). The District may call an employee on Monday for four (4) hours or less, and he/she shall receive four (4) hours pay at the scheduled overtime rate. If the employee works four (4) to eight (8) hours, he/she shall receive eight (8) hours pay at the scheduled overtime rate.
3. Flexible Work Week: Notwithstanding item 2 above, the District has the option to establish a Flexible Work Week that consists of four (4) non-consecutive days, ten (10) consecutive hours. Employees who work the Flexible Work Week shall receive three (3) days off per week, two (2) of which shall be Saturday and Sunday.

- a. All hours in excess of ten (10) per day and forty (40) per week shall be paid at time and one-half (1.5X) the employee's regular rate of pay provided that all hours worked in excess of five (5) compensable days and fifty (50) compensable hours shall be paid at double time (2X) the employee's regular rate of pay.
  - b. All compensated Leaves shall be paid at the rate of ten (10) hours per day.
  - c. Holiday Work Weeks:
    - 1) When the District observes a holiday on a day that the employee is not scheduled to work, the employee shall receive an additional eight (8) hours (holiday) pay at the employee's regular rate of pay; provided that the District has the option of scheduling the three (3) working days (i.e., thirty [30] hours) and paying the employee for four (4) days (i.e., forty [40] hours) at the employee's regular rate of pay.
    - 2) When the District observes a holiday on a scheduled work day, the employee shall receive ten (10) hours regular pay for the holiday.
4. Overtime Procedures:
- a. The Employer shall provide twenty four (24) hours advance notification for scheduled overtime work. In the event that the twenty-four (24) hours notice is not provided for scheduled overtime, that overtime assignment shall be voluntary.
  - b. Regular employees shall be offered overtime before extra employees are offered overtime.
  - c. Overtime shall be offered to regular employees in seniority order within shift and job title. If enough employees do not volunteer for overtime, the District will assign overtime to available employees in inverse order of seniority.
  - d. In computing overtime for less than fifteen (15) minutes, fifteen (15) minutes shall be allowed; for over fifteen (15) minutes and less than one-half (.5) hour, one-half (.5) hour shall be allowed; for over one-half (.5) hour and less than forty-five (45) minutes, forty-five (45) minutes shall be allowed; for over forty-five (45) minutes and less than one (1) hour, one (1) hour shall be allowed.
  - e. Holiday pay shall not be considered in the calculation of hours for the purpose of determining eligibility for overtime pay.
  - f. There shall be no pyramiding of overtime.
  - g. All overtime must be authorized, in advance, by the appropriate supervisor.

## **SECTION B: STARTING TIMES**

1. The District shall determine the type and number of positions to be filled and the starting time for each position.
  - a. Employees may bid for starting times within their job titles by bargaining unit seniority. Bidding for starting times shall take place with one (1) weeks notice.
  - b. Starting time vacancies shall be offered to the employee with the highest bargaining unit seniority, provided that the vacancy is within his/her job title and that the assignment does not result in a promotion or increase in pay.



2. Any work performed before the regular starting time(s) shall be paid for at the rate of time and one-half (1.5); and, in addition thereto, the employee shall be guaranteed his/her scheduled hours of work or pay commencing with his/her regular starting time.
  - a. The regular starting time(s) for the employee's first shift, between 6:00 a.m. and 9:00 a.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected.
  - b. The starting time(s) for second shift, between the hours of 2:00 p.m. and 6:00 p.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected. The pay for the second shift shall be twenty-five cents (2¢) per hour in addition to the regular hourly rate.
  - c. The starting time(s) for the third shift, between the hours of 10:00 p.m. and 1:00 a.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected. The pay for the third shift shall be twenty-five cents (2¢) per hour in addition to the regular hourly rate.

### **SECTION C: HOLIDAYS**

1. The following days shall be considered holidays: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.
  - a. All employees shall be paid, at their straight time rate of pay, for all such holidays provided the employee qualifies in accordance with items 2) and/or 3) below.
    - 1) If any work is performed by such employee on such holiday, additional compensation at time and one-half (1.5x) shall be paid.
    - 2) No employee shall be called on such a holiday for less than a full day; provided that:
      - a) In the event of an emergency, the District may call an employee to work on such a holiday for two (2) hours or less, and he/she shall be guaranteed four (4) hours work to be paid at the scheduled overtime rate. If the employee works over two (2) hours, he/she shall be guaranteed eight (8) hours of work to be paid at the scheduled overtime rate.
      - b) The employee may elect to waive the above guaranteed hours of work and be paid for actual hours worked, at the scheduled overtime rate.
  - b. The actual days observed shall be as designated on the calendar adopted by the School Board; provided that Christmas Eve and New Year's Eve holidays shall be granted the work days immediately preceding the designated Christmas and New Year's holidays respectively.
2. All employees shall receive eight (8) hours of pay at the employee's straight-time hourly rate, even though no work is performed on the above-mentioned holidays provided that:

- a. Such employees must work or be on paid leave status on the last regular working day immediately preceding the holiday and the first regular working day following the holiday.
  - b. Employees assigned to work a Flexible Work Week shall receive holiday pay in accordance with the provisions of item IV.A.3.c.
3. Employees otherwise entitled to holiday pay but who are absent due to involuntary layoff on either the last regular working day immediately preceding the holiday or on the first regular working day following the holiday shall receive holiday pay provided such employees shall have worked one or more days during the calendar week in which the holiday falls.

#### **SECTION D: BREAKS**

1. All employees shall have a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift; provided that employees who work the Flexible Work Week shall have an additional fifteen (15) minute break after eight (8) hours.
2. Breaks shall be paid for by the District.

#### **ARTICLE 5: WAGES AND BENEFITS**

##### **SECTION A: WAGES**

1. The wage rates of pay shall be set forth in Appendix A of this Agreement.
  - a. The 2017-2018, 2018-2019 and 2019-2020 salary schedule shall be as set forth in Appendix A of this Agreement. The IBT Local Union No. 117 salary schedule will include a 3% increase in 2017-2018, a 3% increase in 2018-2019 or the increase in the consumer price index as provided by state law, whichever is greater and a 3% increase in 2019-2020 or the increase in the consumer price index as provided by state law, whichever is greater.
  - b. The percentage increase will be designed to fully utilize the increased funding in accordance with legislative intent. Prior to the implementation of consumer price index increases, the District will discuss with the Union the appropriate amount and distribution of the funds.
  - c. Prior to the implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
  - d. In the event the State of Washington reduces salary or benefits for School District classified staff, for the 2019-2020 school year, the parties agree that reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Local Union No. 117 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.
2. Pay Periods:

- a. Each regular employee shall receive his/her salary in even installments throughout the year beginning on the first duty-day in October.
  - b. Extra employees shall receive compensation for hours worked during the preceding time reporting period, on the first District workday of each month.
  - c. All employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case-by-case basis.
3. Salary overpayments due to error shall be repaid prorata to the District from remaining installments in the fiscal year, with consideration for the hardship cases.
  4. Any employee who works in a higher classification for more than three (3) consecutive hours shall receive the higher rate of pay for hours worked in the higher classification. The employee shall not be removed from the higher classification for the purpose of avoiding the higher classification payment.

## **SECTION B: GROUP INSURANCE PROVISIONS**

1. The Union agrees that it will not request any benefits beyond those listed in this Section 5-B during the life of this Agreement.
2. The District shall make available funds to contribute toward premiums of the District Group Insurance Programs for all regular employees participating in the programs each year as follows:
  - a. For the term of this agreement (2017-2020), the District's monthly contribution shall be the State funded amount.
    - 1) Effective October 1, 2009, the District will assume 100% of the cost of the monthly Retiree Medical Subsidy which the District must pay to the State.
  - b. The monthly contribution amount for the term of this agreement shall be that amount as determined by the State Legislature.
  - c. District contributions may apply toward payment of insurance premiums for the approved District Group Insurance Program only.
  - d. The District and the Union hereby agree that if/when the total cost for participation in the District's Group Insurance Program exceeds the District contribution amount, such excess shall be deducted from the employee's pay warrant.
3. District Group Insurance Program:
  - a. The Union and the District hereby agree that participation in the approved District Group Insurance Program shall be available only to regular employees. If prorated FTE employees are hired, they will receive prorated benefits.
  - b. The District's monthly contribution for the District Group Insurance Program shall include premiums for the District-paid dental and vision insurance plans.
  - c. District Insurance premium payments may apply toward approved District Group Insurance Programs subscribed to by the employee for benefits for the employee and his/her dependents only.

- d. The schedule for annual enrollment for the District Group Insurance Program shall be announced for continuing employees prior to October 1 of each year. The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) calendar days from the employee's first day of duty.
  - e. At the time of employment, each new employee shall receive a copy of the EMPLOYEE GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District's Insurance Consultant and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the District's Payroll Services no later than thirty-one (31) calendar days from the employee's first day of duty.
4. Washington State Public Employees'/School Employees' Retirement System:
- a. The District will, for regular and eligible extra employees, contribute to the Washington State Public Employees' or School Employees' Retirement System (PERS/SERS), as appropriate, the amount required by law from the District and will deduct from eligible employee's pay and remit to PERS/SERS the amount legally required as the employee contribution.
  - b. Annual Leave will be considered as time worked for the purpose of contributions referenced above.
5. TEMPORARY EMPLOYEES: The District shall provide health and welfare contributions for temporary employees, who work in excess of ninety (90) consecutive working days, to the designated Trust (Washington Teamsters Welfare Trust "Plan B") equivalent to the rate set by the trust, in effect on September 1 of each District fiscal year (09/01 through 08/31); provided that the District's monthly health and welfare contributions for temporary employees shall not exceed that amount contributed for regular employees per month. The contribution shall be as follows:

Effective September 1, 2017 (based on August 2017 hours for coverage effective October 2017), the Employer agrees to continue to pay to the Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc., for each employee who received compensation for eighty (80) hours or more in the previous month following:

**Health & Welfare** — Contribute the sum of \$1,196.90 per month for benefits under "Plan B." This plan includes the following:

|                                              |                    |
|----------------------------------------------|--------------------|
| Medical "Plan B"                             | \$ 1,191.30        |
| Time Loss "Plan D" (\$100 per week)          | \$ 4.00            |
| Employee Life/AD&D and dependent life Plan C | \$ 1.60            |
| Total                                        | <u>\$ 1,196.90</u> |

**Maintenance of Benefits** — The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility or benefits or eligibility as may be modified by the Trustees during the

life of the Agreement, the Employer shall pay such increases as determined by the Trustees.

**Payments** — Payments required under any of the foregoing provisions shall be made on or before the tenth (10<sup>th</sup>) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the bulletin board.

### **SECTION C: TRAVEL ALLOWANCE**

1. An employee who is authorized to use his/her personal car on District business shall be compensated at the maximum allowable Federal Internal Revenue Service rate. The mileage shall be authorized and validated by the employee's immediate supervisor in accordance with the budget and the established rules, regulations, and procedures of the District.
2. Employees authorized to utilize their personal car on District business shall carry insurance in accordance with Washington State Law.

### **SECTION D: PROTECTION OF PERSONAL PROPERTY**

1. The District or its insurer shall reimburse any employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to/from his/her assigned work location when such loss or damage is willfully and maliciously inflicted by persons known or unknown on the District's premises or while the employee is on duty, subject to the conditions set forth within this Section 5D.
2. An employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement under this Section 5-D.
3. The District shall reimburse first-dollar losses up to the limit of the usual two hundred and fifty dollars (\$250) insurance deductible, provided that:
  - a. The employee files a Notice of Loss and Claim for Reimbursement form with the District's General Counsel's Office within twenty (20) calendar days after the damage or loss.
  - 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 employee's supervisor. The personal equipment must be approved by and on record with the Warehouse Manager.
  - d. The employee submits proof that he/she either has no insurance or that his/her insurance does not cover the damage or loss in question.

### **SECTION E: BENEFIT COMMITTEE**

1. 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.
2. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:
  - a. Self-insurance of insurance benefits.

- b. The selection process for District-sponsored plans.
  - c. The use of excess reserves which may exist with insurance providers.
  - d. Surveying District employees to determine employee preference regarding insurance benefits.
3. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

**ARTICLE 6: LEAVES**

**SECTION A: ANNUAL LEAVE**

1. Annual Leave will be computed using the entry or anniversary date of employment to count years of service. Entry date will be defined as the first day in a regular position; and, substitute time and part time less than four (4) hours per day will not be included.
- a. Annual Leave service years are based on the service year from entry date to entry date each year. If an employee who has been in the service of the District leaves for a period of time and returns, his/her years of prior service may be counted toward determining the number of hours per year of his/her Annual Leave.
  - b. All regular employees are entitled to Annual Leave; and, the amount of earned Annual Leave will appear on each warrant stub in accordance with the following schedule:

|                      |                            |              |
|----------------------|----------------------------|--------------|
| 0 through 3 years:   | 6.66 hrs/mo or 80 hrs/yr   | 10 days/year |
| 4 through 7 years:   | 10.00 hrs/mo or 120 hrs/yr | 15 days/year |
| 8 through 13 years:  | 13.33 hrs/mo or 160 hrs/yr | 20 days/year |
| 14 through 19 years: | 16.66 hrs/mo or 200 hrs/yr | 25 days/year |
| 20 through 24 years: | 17.33 hrs/mo or 208 hrs/yr | 26 days/year |
| 25 through 27 years: | 18.00 hrs/mo or 216 hrs/yr | 27 days/year |
| 28 plus years:       | 18.66 hrs/mo or 224 hrs/yr | 28 days/year |

- c. Beginning with the first month after the completion of an annual leave level, the employee shall earn additional paid leave as indicated in the annual leave schedule.
- d. The District does not grant unpaid leaves of absence or voluntary days off without pay except in unusual circumstances. Scheduled and foreseen requests must be submitted in writing to the Department Manager and be approved before any unpaid leave of absence begins. Unforeseen requirements of leave shall be documented as soon as possible and submitted to the Department Manager. Approval for unpaid leave, whether scheduled in advance or unforeseen, is at the discretion of the Department Manager.
- e. Utilized Annual Leave shall be paid at the employee's straight-time hourly rate, including shift differential.

2. The District will compile an Annual Leave schedule which will provide necessary staffing, proper consideration for the school programs, and conforms as closely as possible to the leaves desired by the employees. It must be emphasized that the school programs are of prime importance.
  - a. Annual Leave requests must be approved by the employee's supervisor.
  - b. No Annual Leave may be taken before earned.
  - c. Annual Leave must be scheduled and utilized in either half or whole days.
  - d. Annual Leave may not be used on paid holidays.
  - e. The District may blackout up to four (4) weeks each fiscal year where no Annual Leave may be taken. Two (2) weeks for the start of school. Up to two (2) one week blocks may be blocked out during the year to accommodate customer needs. At least seven (7) days notice will be given prior to scheduling the one week blocks.
  - f. Annual Leaves shall be scheduled in accordance with seniority, provided that in the case of employees entitled to more than eighty (80) hours Annual Leave, a maximum of eighty (80) hours shall be scheduled consecutively in accordance with seniority and the remaining earned Annual Leave by mutual agreement between the employee's supervisor and the employee, as follows:
    - 1) Requests for Annual Leave during the months of October through March shall be identified by each employee in seniority order between September 1 and 15 of each year.
    - 2) Requests for Annual Leave during the months of April through September shall be identified by each employee in seniority order between March 1 and 15 of each year. Additional request(s) that are submitted after July 1<sup>st</sup> to avoid use it or lose it will not be honored.
    - 3) It may not be possible to grant all employees the leave period they would prefer. Annual Leave may be split, providing it will fit in with the school programs.
3. Unused Annual Leave may be accumulated and carried over from year to year, provided that:
  - a. Annual Leave accumulation is limited to two hundred forty (240) hours; and any excess hours beyond the two hundred forty (240) hours must be used by August 31 of each year or be lost.
  - b. Annual Leave hours to a limit of two hundred and forty (240) hours may, be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than two hundred and forty (240) leave hours at time of termination. Any balance over two hundred and forty (240) hours may be applied to scheduled Annual Leave prior to termination.
4. The District shall pay premiums for employee's health and welfare benefits as set forth in Section 5.B, for time taken as Annual Leave.

## **SECTION B: BEREAVEMENT LEAVE**

1. Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the regular employee's immediate family.
  - a. In cases where emergency factors or long distance are involved:
    - 1) Employees who are assigned to work a Standard Work Week, may be granted up to two (2) additional days' leave.
    - 2) Employees who are assigned to work a Flexible Work Week, may be granted up to one (1) additional day's leave.
  - b. The employee shall contact the District as soon as possible to establish the employee's leave need.
  - c. Bereavement Leave shall be granted with full pay during the work year.
  - d. Bereavement Leave shall be reported on the appropriate leave report form.
2. Immediate family shall be defined as: wife, husband, sons, daughters, mother, father, brothers, sisters, aunts, uncles, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, domestic partner, son-in-law, daughter-in-law, domestic partner's children, domestic partner's parents, stepchildren, or persons for whom the employee is the legal guardian.
3. Bereavement Leave will be granted only for days immediately following the death and/or days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
4. The employee requesting Bereavement Leave may be required to provide verification.

## **SECTION C: INCLEMENT WEATHER PROVISIONS**

1. If severe weather conditions make it necessary for the District to declare schools closed for one (1) or more days, the following shall apply to twelve (12) month employees:

Employees will be granted Personal Leave, not charged against their accrued Personal Leave, up to a limit of two (2) days per year. Provided, however that one warehouse and one expeditor report to work. The assignment of work for these employees shall be on a rotating basis, agreed to between the Unit and the supervisor.

For such days in excess of two (2) per year, regular employees may use accrued Personal Leave, accumulated Annual Leave, or be permitted to make up the time lost per arrangement with their supervisor.
2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the District has not declared the John Stanford Center closed, the following shall apply:
  - a. Regular employees may use accrued Personal Leave, accumulated Annual Leave, or be permitted to make up the time lost at the straight time hourly rate per arrangement with their supervisor.
  - b. Regular employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued Personal Leave, accumulated Annual Leave,



or be permitted to make up time lost at the straight time hourly rate per arrangement with their supervisor.

3. If a District-wide inclement weather policy covering all represented and nonrepresented employees is implemented, Teamsters Local Union No. 117 employees shall receive all benefits from that policy. The Union and the District agree to look to the SAEOP/PARAPROFESSIONAL Inclement Weather policy for further guidance, where appropriate.

#### **SECTION D: JURY DUTY AND COURT APPEARANCES**

1. When any regular employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he/she shall contact the District and provide a copy of the jury summons. If taken from his/her work for such service, the employee shall serve with no salary deduction; provided that any/all jury fees are surrendered to the District.
2. When any regular employee is subpoenaed as a witness, on behalf of the District, in a court proceeding, the employee shall receive his/her regular hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.

#### **SECTION E: PERSONAL LEAVE**

1. Sixteen (16) hours per year of paid Personal Leave shall be available to regular employees for hardships or other pressing needs and will be granted in situations which require absence during the working hours for purposes of transacting or attending to personal or legal business or family matters. Such days shall not accumulate from year to year.
2. The conditions for granting Personal Leave are as follows:
  - a. The situation must be suddenly precipitated, or must be of such a nature that preplanning is not possible, or such that preplanning 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.
3. The procedures for obtaining Personal Leave are as follows:
  - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
  - b. The employee must call his/her work locations as soon as possible; and,
  - c. Prior to or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor the appropriate employee leave report form for his/her signature and administrative processing.

#### **SECTION F: NON-ACCUMULATIVE LEAVE**

1. Each regular employee shall be granted one (1) non-accumulative leave day for each year of this Agreement. Each day must be used between September 1 and August 31 of each year or be lost.

2. The scheduling of the Non-Accumulative Leave day shall be by mutual agreement between the District and the employee.

### **SECTION G: RELIGIOUS OBSERVANCE**

Regular employees whose religious affiliation requires observance of mandatory holy days on regularly scheduled workdays will be allowed to utilize up to a maximum of sixteen (16) hours of Personal Leave for that purpose; provided that, prior to utilizing Personal Leave for the purpose of religious observance, the employee, in writing to the appropriate administrative supervisor, identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.

### **SECTION H: SICK/EMERGENCY LEAVE**

1. Regular employees shall accumulate paid Sick/Emergency Leave at the rate of eight (8) hours per month, or major portion (more than half) thereof, for which compensation was received.
2. Accumulated Sick/Emergency Leave shall be payable at the straight-time rate from and including the first working day of sickness; provided that the daily total of Sick/Emergency leave pay under this Section 6-G, and any applicable disability payments shall not exceed the employee's regular daily rate of pay.
3. Unused Sick/Emergency Leave shall accumulate at the rates above from year to year as provided in RCW 28A.400.210 and .300 and the rules and regulations of the Superintendent of Public Instruction under that law, and shall remain available to employees in continuing employment until used.
4. Sick/Emergency leave benefits shall apply only to bona fide cases of absence caused by illness, injury, medical disability (including that caused by childbearing), child care to the extent required by law, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the provisions below.
  - a. Use of Sick/Emergency Leave for illness, injury, medical disability (including child bearing) or child care to the extent required by law.
    - 1) Use of Sick/Emergency Leave shall be reported to the employee's supervisor prior to the start of the work shift, when possible, and will become effective upon the first day of absence.
    - 2) A physician's certificate of illness or injury may be required for approval of leave for any illness, injury or medical disability (including childbearing) or child care to the extent required by law. The District may require that an employee verify the illness/emergency.
  - b. Use of Sick/Emergency Leave for an emergency caused by family illness, where no reasonable alternative is available, shall be subject to the conditions set forth in 6.E.2 above.
5. Sick Leave is not to be paid for holidays.
6. Sick/Emergency Leave Buy Back

- a. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall be entitled, upon written request to the District's Payroll Services, to compensate for all unused Sick/Emergency 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 II or other qualifying program, an eligible employee may elect non-monetary remuneration at the same rate, in the form of post-retirement medical benefits.
- b. On or before January 15 of each year, employees may elect to be compensated at the ratio of 4: 1, at their straight-time hourly rate, for Sick/Emergency Leave accumulated in excess of four hundred and eighty (480) hours which was earned but unused during the previous calendar year.
- c. Continuation of the Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.

#### **SECTION I: SHARED LEAVE**

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

#### **SECTION J: MILITARY LEAVE**

1. The District will comply with Federal and State statutes.
2. UNIFORMED SERVICE EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:

In the event a military reservist is called to active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994, including when legally required to make pension contributions, up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

#### **SECTION K: FAMILY MEDICAL LEAVE ACT (FMLA), FAMILY MILITARY LEAVE (FMA), DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

1. The District will comply with Federal and State laws including providing a maximum of twenty-six (26) weeks in a single twelve (12) month period during which the employee is entitled to a combination of twenty-six (26) weeks of all types of the above-captioned FMLA leaves. The District will define the twelve (12) month period.

#### **SECTION L: VEBA**

1. Seattle Public Schools has adopted the VEBA Health Reimbursement Plan for sick leave contributions at retirement or separation from service. The District also agrees to contribute to the Plan on behalf of all employees in the bargaining unit (Teamsters Local Union No. 117) who are eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.
2. Sick Leave Contributions — Retirement or Separation from Service:  
Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this

Agreement shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this Agreement.

3. Note:

All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave,

### **ARTICLE 7: INJURY WHILE ON DUTY**

1. 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:
  - a. 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:
    - 1) The employee shall promptly submit a Worker's Compensation Claim with the assistance of the designated District office; and,
    - 2) 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.
  - b. 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.
2. 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.
3. An employee who suffers an injury must report the injury no matter how slight.

### **ARTICLE 8: SETTLEMENT OF GRIEVANCES**

#### **SECTION A: GRIEVANCE DEFINITION**

A grievance is defined as any dispute which arises between the Union and the District as to the interpretation or application of this Agreement.

## **SECTION B: PROCEDURES**

1. It is recognized that the prompt and expedient settlement of grievances is compatible with the desires of both parties; and, therefore, the time limits set forth in this Article shall only be waived by specific agreement between the parties which shall be confirmed in writing.
2. **INFORMAL STEP:**  
Grievances shall be submitted in writing to the Union and the employee's immediate supervisor within fifteen (15) working days of any given incident. Grievances not submitted within fifteen (15) working days of the incident shall be considered null and void.
3. **STEP ONE:**  
Should the Union and the supervisor fail to settle the matter informally within five (5) working days after the grievance has been submitted, the grievance shall be submitted to the District's Director of Labor Relations or designee.
4. **STEP TWO:**  
If the Union and the Director of Labor Relations or designee fail to settle the matter within fifteen (15) working days after the grievance was submitted to the Assistant Superintendent of Operations or designee it shall be referred in writing to the Department of Labor Relations by the Union with a request for arbitration.

## **SECTION C: ARBITRATION**

1. Upon receipt by the District General Counsel of a written request for arbitration of a grievance which has been processed in accordance with the procedures set forth above, representatives of the District and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within five (5) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved arbitrators from which list the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain.
2. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing; and, such decision shall be final and binding on all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the set terms of the Agreement.
3. If a matter is submitted to arbitration, the cost of the arbitrator will be borne equally by both parties.

## **ARTICLE 9: SENIORITY**

### **SECTION A: GENERAL PROVISIONS**

1. All employees shall accrue seniority within the Bargaining Unit as described in this Agreement beginning with the first day of hire as a regular employee.
2. A list of regular employees, arranged in the order of their seniority, shall be furnished to the Union and a copy posted in a conspicuous place at the employees' place of employment. Such list shall be revised every six (6) months with a copy sent to the Union if revisions are necessary.

3. The District, in order to maintain the best operation efficiency, shall reserve the right to transfer employees from department to department.
4. Any employee shall lose Bargaining Unit seniority under this Agreement for the following reasons:
  - a. Voluntary termination;
  - b. Discharge for cause;
  - c. Seniority shall be broken only by justifiable discharge, voluntary quit or more than twelve (12) months off the job as a result of 1) layoff or 2) health leave approved by the District resulting from a non-occupational illness or injury to the employee. Seniority shall be broken after twenty-four (24) months off the job as the result of an occupational illness or injury sustained while working and determined by the state to be covered by the Industrial Insurance Laws of the State of Washington.
  - d. Rejection of a job offer of more than two (2) consecutive weeks' work.
5. A former bargaining unit employee who is rehired to work in the same position that the employee worked in prior to separation from the District will be compensated at the same hourly rate that the employee was earning at the time of separation. If the employee is rehired into another classification, the employee shall be paid at the wage step closest to the step that the employee was earning at the time of separation.

#### **SECTION B: LAYOFF AND REHIRE**

1. Temporary hourly employees will be laid off prior to regular full time employees. Further, the District and the Union recognize that seniority rights of regular employees supersede temporary employee status as it related to lay off and rehire.
2. The District and the Union agree that seniority standing shall govern layoffs and rehiring, provided that merit and ability are equal. The District shall be the judge of the competency of employees.
3. Any regular employee called into military service shall retain his/her seniority for rehire, provided such employee makes himself/herself available for employment within ninety (90) days of discharge from military service.
4. All regular employees who have been involuntarily laid off will be given priority in reemployment in accordance with seniority standing.
  - a. The District shall maintain an up-to-date telephone and address list of laid off regular employees.
  - b. It is the responsibility of the employee to notify the District of any change in his/her address or telephone number (in writing) or the status of his/her availability. If a laid off employee will not be available for work, he/she shall notify the District, in writing, of his/her status and not be subject to recall during the stated period.
    - 1) Such period may not exceed sixty (60) consecutive calendar days and only one (1) such application can be made per calendar year. However, during the summer months (May—August) such period may not exceed fifteen (15) consecutive calendar days.

- 2) Such employee, during this time period, cannot grieve a layoff/recall action by the District.
- 3) Such application cannot be made following or concurrent with a recall notice.
- c. The laid off employee shall be notified of job availability by telephone and certified/registered mail. The laid off employee shall have five (5) working days to return to work from the postmarked date of the letter.
- d. Rejection of a Job Offer:
  - 1) Rejection of a job offer of more than two (2) consecutive week's work will result in the employee's loss of seniority (i.e., rights and privileges).
  - 2) Rejection of a job offer for two (2) consecutive weeks' work or less will result in the employee's loss of recall rights for that job. If a short term job of two (2) consecutive weeks or less is offered and the job turns into a longer term, that position will be re-offered in seniority order at the end of the originally projected term of employment. If the District is unable to make contact with the laid off employee, the next senior person will be contacted and the unavailable employee will retain his/her standing for recall by the seniority list.

## **ARTICLE 10: PERFORMANCE EVALUATION**

### **SECTION A: PERFORMANCE EVALUATIONS**

Performance evaluations will be conducted as follows:

1. All employees will receive a performance evaluation once per year.
2. All new hires will receive performance expectations at the start of their probationary period. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.
3. The Warehouse Manager or designee will be responsible for completing the evaluations.
4. All employees will be evaluated in the following categories:
  - Job Knowledge
  - Human Relations
  - Communication
  - Adaptability
  - Dependability/Job Attitude
  - Quality of work

## **ARTICLE 11: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST PLAN**

1. The District will continue to contribute into the Western Conference of Teamsters Pension Trust Plan for each employee covered by this Agreement the sum of one dollar and five cents (\$1.05) for each hour for which compensation is paid, based on the employee's

previous month's total hours of compensation. Such contribution shall be diverted from the employee's wages by the District and sent to the Western Conference of Teamsters Pension Trust.

| <b>Effective Date</b> | <b>Basic Contribution Rate</b> | <b>Total Contribution Rate</b> |
|-----------------------|--------------------------------|--------------------------------|
| February 1, 2003      | \$1.05                         | \$1.05                         |

2. The Union shall notify the District of the effective date of any increase in the employees wage diversion to the Western Conference of Teamsters Pension Trust Plan.
3. The District will allow employees covered by this Agreement to increase the basic contribution amount upon a vote of the membership by the Union during the life of this Agreement. The effective date of any increase would be by mutual agreement between the District and the Union.

**ARTICLE 12: AMENDMENTS TO THE AGREEMENT**

1. The District and the Union may make amendments to this Agreement by mutual consent.
2. Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and shall be incorporated into the Agreement by this reference.

SEATTLE SCHOOL  
DISTRICT NO. 1

TEAMSTERS LOCAL UNION  
NO. 117, IBT

\_\_\_\_\_  
LARRY NYLAND  
Superintendent

\_\_\_\_\_  
JOHN SCEARCY  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX A - SALARY SCHEDULE 2017-2018

Teamster's Local #117  
Warehouse Workers  
2017-18 Salary Schedule  
260 Day (WH1 and WH2)

### APPENDIX A

| General Classifications            |        |    | 6 months experience |        | 12 months experience |        |       |
|------------------------------------|--------|----|---------------------|--------|----------------------|--------|-------|
|                                    |        |    | Step 1              | Step 2 | Step 3               | Step 3 |       |
| Extra Warehouse Worker             | Hourly | \$ | 19.99               | \$     | 21.15                | \$     | 23.47 |
| General Warehouse Worker           | Hourly | \$ | 20.30               | \$     | 21.51                | \$     | 23.90 |
| Warehouse Expeditor                | Hourly | \$ | 21.62               | \$     | 22.81                | \$     | 25.20 |
| General Warehouse Worker - Freezer | Hourly | \$ | 21.56               | \$     | 22.76                | \$     | 25.15 |

Note: If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management's discretion will be assigned as lead. The employee assigned as lead will be paid ten percent (10%) above their normal hourly rate for all hours worked as lead.

| General Classification          |        |    | 6 months experience |        | 12 months experience |        |       |
|---------------------------------|--------|----|---------------------|--------|----------------------|--------|-------|
|                                 |        |    | Step 1              | Step 2 | Step 3               | Step 3 |       |
| Science Materials Center Worker | Hourly | \$ | 18.00               | \$     | 19.06                | \$     | 21.23 |

Teamsters Local 117 Warehouse (WH1) effective 9/1/17 with 3.0% increase  
Teamsters Local 117 Science Materials Center (WH2) effective 9/1/17 with 3.0% increase

## APPENDIX A - SALARY SCHEDULE 2018-2019

Teamster's Local #117  
Warehouse Workers  
2018-19 Salary Schedule  
260 Day (WH1 and WH2)

### APPENDIX A

| General Classifications            |        |    | 6 months experience |        | 12 months experience |        |       |
|------------------------------------|--------|----|---------------------|--------|----------------------|--------|-------|
|                                    |        |    | Step 1              | Step 2 | Step 3               | Step 3 |       |
| Extra Warehouse Worker             | Hourly | \$ | 20.59               | \$     | 21.78                | \$     | 24.17 |
| General Warehouse Worker           | Hourly | \$ | 20.91               | \$     | 22.16                | \$     | 24.62 |
| Warehouse Expeditor                | Hourly | \$ | 22.27               | \$     | 23.49                | \$     | 25.96 |
| General Warehouse Worker - Freezer | Hourly | \$ | 22.21               | \$     | 23.44                | \$     | 25.90 |

Note: If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management's discretion will be assigned as lead. The employee assigned as lead will be paid ten percent (10%) above their normal hourly rate for all hours worked as lead.

| General Classification          |        |    | 6 months experience |        | 12 months experience |        |       |
|---------------------------------|--------|----|---------------------|--------|----------------------|--------|-------|
|                                 |        |    | Step 1              | Step 2 | Step 3               | Step 3 |       |
| Science Materials Center Worker | Hourly | \$ | 18.54               | \$     | 19.63                | \$     | 21.87 |

Teamsters Local 117 Warehouse (WH1) effective 9/1/18 with 3.0% increase  
Teamsters Local 117 Science Materials Center (WH2) effective 9/1/18 with 3.0% increase

## APPENDIX A - SALARY SCHEDULE 2019-2020

Teamster's Local #117  
Warehouse Workers  
2019-20 Salary Schedule  
260 Day (WH1 and WH2)

### APPENDIX A

| General Classifications            |        |    | 6 months experience |          | 12 months experience |        |
|------------------------------------|--------|----|---------------------|----------|----------------------|--------|
|                                    |        |    | Step 1              | Step 2   | Step 3               | Step 3 |
| Extra Warehouse Worker             | Hourly | \$ | 21.21               | \$ 22.43 | \$                   | 24.90  |
| General Warehouse Worker           | Hourly | \$ | 21.54               | \$ 22.82 | \$                   | 25.36  |
| Warehouse Expeditor                | Hourly | \$ | 22.94               | \$ 24.19 | \$                   | 26.74  |
| General Warehouse Worker - Freezer | Hourly | \$ | 22.88               | \$ 24.14 | \$                   | 26.68  |

Note: If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management's discretion will be assigned as lead. The employee assigned as lead will be paid ten percent (10%) above their normal hourly rate for all hours worked as lead.

| General Classification          |        |    | 6 months experience |          | 12 months experience |        |
|---------------------------------|--------|----|---------------------|----------|----------------------|--------|
|                                 |        |    | Step 1              | Step 2   | Step 3               | Step 3 |
| Science Materials Center Worker | Hourly | \$ | 19.10               | \$ 20.22 | \$                   | 22.53  |

Teamsters Local 117 Warehouse (WH1) effective 9/1/19 with 3.0% increase  
Teamsters Local 117 Science Materials Center (WH2) effective 9/1/19 with 3.0% increase

MEMORANDUM OF UNDERSTANDING  
CONCERNING LABOR/MANAGEMENT COOPERATION

Between

SEATTLE SCHOOL DISTRICT NO. 1

And

TEAMSTERS LOCAL UNION NO. 117

This Memorandum of Understanding is entered into by the Seattle School District No. 1 (District) and Teamsters Local Union No. 117 (Union). The parties have agreed that the provisions set forth herein shall expire on August 31, 2020. The agreements between the parties are as follows:

The District and the Union recognize that it is in their best interest to develop good on-going working relationships, a collaborative problem-solving mechanism and a collaborative way to deal with problems as they arise. One of the purposes of this Memorandum of Understanding is to develop trust, communication and cooperation.

Therefore, the parties agree to meet on a quarterly basis and discuss subjects of respective and/or mutual interest.

During negotiations, the parties agreed that if the District were to implement a Tuesday— Saturday shift, the assignment of employees to such shift shall be a subject of discussion at Labor Management.

Either side may request a special meeting by providing reasonable notice to the other side.

To the extent that this Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this Memorandum shall control and any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this Memorandum of Understanding.



## Collective Bargaining Agreement

### Between Seattle School District No. 1 and Teamsters Local Union No. 117

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

Colleen K. Carlson  
Sr. HR Analyst, Labor and Employee Relations  
[ckcarlson@seattleschools.org](mailto:ckcarlson@seattleschools.org)

Collective Bargaining Agreement between SPS and Teamsters Local Union No. 117 affiliated with the International Brotherhood of Teamsters.



Between  
Seattle School District No. 1

And

Teamsters Local Union No. 117

Affiliated with the  
International Brotherhood of Teamsters



Term of Agreement

September 1, 2017 – August 31, 2020

~~September 1, 2014 – August 31, 2017~~

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**AGREEMENT**  
**Between the**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

This Agreement is made by and between SEATTLE SCHOOL DISTRICT NO. 1, (also doing business as Seattle Public Schools) hereinafter called the "District" and TEAMSTERS LOCAL UNION NO. 117, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter called the "Union."

**ARTICLE 1: RECOGNITION AND AGREEMENT**

**SECTION A. RECOGNITION**

1. The District hereby recognizes, during the term of this Agreement, Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive collective bargaining agency for all employees of the District in the classifications of work covered by this Agreement, as listed in Appendix A-I.
2. Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters for and on behalf of their members, hereby recognizes, during the term of this Agreement, the District as the sole and exclusive collective bargaining agency.

**SECTION B. UNION SECURITY**

1. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the 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 the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.
2. When new/additional employees are needed, the District may, at its discretion, notify the Union of the number and job titles of vacant positions. When so notified, the Union shall have a maximum of five (5) working days to refer applicants for the positions to be filled.

## **SECTION C. MANAGEMENT RIGHTS**

1. Except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the District's inherent and traditional right to manage its business and operations, including but not limited to: hire; evaluate; discipline for just cause; maintain the discipline and efficiency of its employees; lay off; establish, change and direct reasonable methods and processes of doing work; introduce new and improved work methods or equipment; 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.
2. The District agrees to notify the Union of changes to its rules and regulations in a timely manner.

## **SECTION D: PAYROLL DEDUCTIONS**

1. Membership Dues: It shall be an exclusive right of employees who are members of the Union and who are covered by this Agreement pursuant to Article I of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Union an assignment authorizing payroll deduction of membership dues to the Union. Such authorization shall then be submitted to the District's Payroll Services by the Union.
  - a. The District's Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than forty-five (45) days after the submission of the authorization by the Union to the District's Payroll Services.
  - b. This authorization shall be on a continuing basis. A table of prorated annual dues shall be supplied by the Union to the District's Payroll Services for use with new employees who join the District's staff during the year.
  - c. Authorization by employees for dues to the Union shall continue in effect unless such authorization is revoked by formal notice, in writing, which is delivered to the District's Payroll Services by the employee, who shall also deliver/mail a copy of the formal written revocation to the Union.
  - d. The Union's authorization for payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and maintenance of membership is a binding condition for authorizing payroll deduction, and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Union.
  - e. The deduction of membership dues shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Union, accompanied by a list of employees from whose pay the deductions have been made. The Union shall be responsible for remitting any portion of dues to the State and/or National organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Union of all responsibility for accuracy and/or accounting of State and/or National organization dues.
  - f. 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 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.

2. Credit Union: Employees who are members of the Washington School Employees Credit Union may authorize payroll deduction for credit union activities by presenting an authorization for such deduction to the credit union.

#### **SECTION E: DURATION AND APPLICATION OF THE AGREEMENT**

1. This Agreement shall be effective when signed by both parties and runs through August 31, 20~~2017~~<sup>2017</sup>, except for those provisions, which are changed from the immediate past Agreement. Provisions which are changed from the immediate past Agreement shall be effective on the date of the execution of this Agreement except where the change is stated to be effective on a specific date. This Agreement shall remain in effect through August 31, 20~~2017~~<sup>2017</sup>. Should any party desire to change, modify or terminate this Agreement on August 31, 20~~2017~~<sup>2017</sup>, written notice shall be given sixty (60) days prior to that date.
2. This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.
3. If any Article or item of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.
4. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Union.
5. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
6. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of the agreements between the District and the Union pursuant to Chapter 41.56 RCW.

#### **SECTION F: NATIONAL EMERGENCIES**

In the event of war, declaration of emergency, or imposition of civilian controls by the U.S. Government during the life of this Agreement, either party may reopen the same upon thirty (30) days' written notice and request negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

#### **SECTION G: TRANSFER OF RIGHTS**

In the event that the District merges with another school district, all wages and Annual Leave privileges shall continue and all other benefits under this Agreement shall prevail.

#### **SECTION H: STRIKES AND LOCKOUTS**

1. 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.



2. Any action of the employees leaving jobs for their own protection in cases of a legally declared strike by some other union directly working on the job, and if such strike is sanctioned and approved by the Joint Council of Teamsters having jurisdiction, or by the International Brotherhood of Teamsters, shall not constitute a violation of this Agreement.
3. It shall not be a violation of this Agreement or cause for discharge for any employee to refuse to cross a legal picket line in the performance of his/her duties, as provided under this Article.

### **SECTION I: EXTRA AGREEMENTS**

The District agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

### **SECTION J: FREEZER WORK**

1. Regularly assigned freezer work shall be a bid position, which may be filled by inverse seniority.
2. All employees working in the freezer unit shall work a minimum of ten (10) minutes of each hour outside the freezer unit, which shall be exclusive of the break provisions set forth in Section 4-D.
3. The District shall furnish appropriate wearing apparel (i.e., "freezer gear"), as needed.

## **ARTICLE 2: RIGHTS AND RESPONSIBILITIES**

### **SECTION A: NON-DISCRIMINATION**

1. No worker shall be discriminated against for upholding Union principles, and any person who works under the instructions of the Union, or who serves on a committee, shall not lose his/her job or be discriminated against for this reason.
2. The District and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, gender, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation, veterans' status or mental, physical or sensory disability or any other legally protected class or condition. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the American with Disabilities Act (ADA).

### **SECTION B: AFFIRMATIVE ACTION**

1. The District and the Union agree with and support 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 VIII~~ Title IX of the Civil Rights Act of 1964 and/or Washington State statutes, including federal laws, rules and regulations.

### **SECTION C: COMMUNICATION RIGHTS AND PRIVILEGES**

1. The Union shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided at the work location by the District.

2. Authorized agents of the ~~Union~~-Union shall have access to the District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.

#### **SECTION D: EMPLOYEE APPEARANCE**

Employees covered by this Agreement are required to present an acceptable appearance and attitude to the general public as an essential extension of their job function.

#### **SECTION E: DISCIPLINE AND DISCHARGE**

1. Notice of warning, suspension or discharge must be in writing and dated.
2. As a condition precedent to any suspensions or discharges, the District must have given the employee a written warning notice wherein facts forming the grounds of the District's dissatisfaction are clearly set forth. The facts therein set forth must be of the same type as those upon which the suspension or discharge is founded. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.
3. Copies of all warning notices, suspensions or discharges shall immediately be forwarded to the Union.
4. Warning notices not given and suspensions and discharges, except as hereinafter provided, not executed within fifteen (15) working days of any given incident are null and void. Warning notices given within fifteen (15) working days of any given incident shall be null and void for purposes of progressive discipline after nine (9) months. However, such notice(s) may be retained by the District and used as evidence of a pattern of misconduct and/or evidence of notice.
5. EXCEPTION: Warning notices are not necessary for grounds such as, but not limited to, dishonesty, recklessness, insubordination, carrying unauthorized passengers while operating District vehicles, possession, sale or use of dangerous drugs or narcotics or drinking related to employment, no show/no call for three (3) or more work days. Such discharges or suspensions must be executed within fifteen (15) working days of the occurrence of the incident forming the grounds. However, if the District's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within fifteen (15) working days of the time the District acquires knowledge of same. Dishonesty includes, but is not limited to: stealing time, materials, money or equipment.
6. Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment. Further, except for surveillances by on-duty officers of the law, discharges or suspensions, under these exceptions, based on reckless driving, must not be founded upon evidence secured directly or indirectly through surveillance.
7. Any employee(s) has the right to request an investigation, by the Union, of any warning notice, suspension or discharge provided such request is made within ten (10) calendar days of receipt of same, otherwise the right to request an investigation is waived. The day of receipt of warning notice, suspension or discharge shall be excluded in figuring time. If

the tenth (10th) day falls on a Saturday, Sunday or holiday, the next following normal day of work shall be considered the tenth (10th) and last day.

8. Grievances arising as a result of any such investigation shall be settled in accordance with provisions of the Settlement of Grievances Article.
9. The ability to work regularly is a condition of continued employment. However, this provision shall not supersede any other provision of this Collective Bargaining Agreement or Federal, State or Municipal law.
10. All provisions of this Section are subject to the just cause provision of Article 1, Section C.

### **ARTICLE 3: DEFINITIONS**

#### **SECTION 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-I.

#### **SECTION B: REGULAR EMPLOYEES**

1. A regular employee is defined as an employee who is actively on the payroll and normally assigned to work twelve (12) months per year, forty (40) hours per week.
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 in any twelve (12) consecutive month period of employment with a minimum of seventy (70) hours of regular compensation in each of those months.
3. A regular employee shall be employed on a probationary status for his/her first six (6) months as a regular employee, during which time he/she may be terminated without recourse to the provisions of Article ~~VIII~~8: Settlement of Grievances.

#### **SECTION C: TEMPORARY EMPLOYEES**

1. Temporary employees are defined as those employees who are hired on a short term basis for less than five (5) consecutive months.
  - a. Any temporary employee who completes five (5) months of employment in any twelve (12) consecutive month period with a minimum of seventy (70) hours of regular time in each of those months shall be considered a regular employee.
  - b. Seniority, 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.
2. Temporary employees ordered to work shall receive at least four (4) hours pay unless they voluntarily quit or are discharged for cause.
3. The District agrees to only use volunteers to supplement not supplant bargaining unit members. The District shall maintain at least three (3) regular employees at the Science Material Warehouse.

## **ARTICLE 4: HOURS OVERTIME AND HOLIDAYS**

### **SECTION A: WORK WEEKS AND OVERTIME**

1. All regular employees who have been employed for at least the preceding thirty (30) consecutive work days on beginning the work week shall be guaranteed forty (40) hours work or pay, except in emergencies beyond the District's control, or where the employee quits, fails to report for work, or is terminated for just cause.
2. Standard Work Week:
  - a. Five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, inclusive, shall constitute a standard work week. All hours over eight (8) per day and forty (40) per week shall be paid at time and one-half (1.5x) the employee's regular rate of pay.
    - 1) Saturday shall be a premium day and anyone called to work on Saturday shall be guaranteed four (4) hours pay at the rate of time and one-half (1.5X) any work performed after eight (8) hours on Saturday shall be paid at double time (2x).
    - 2) If called to work on Sunday, an employee shall receive double time (2X). The District may call an employee on Sunday for four (4) hours or less, and he/she shall receive four (4) hours pay at the scheduled overtime rate. If the employee works four (4) to eight (8) hours, he/she shall receive eight (8) hours pay at the scheduled overtime rate.
  - b. In the event the District begins Saturday classes and chooses to schedule a Saturday shift, it shall be a Tuesday through Saturday day shift and shall be bid by seniority; there shall be a \$2.00 per/hour premium for Saturday work. All hours over eight (8) per day and forty (40) per week shall be paid at time and one-half (1.5x) the employee's regular rate of pay. If called to work on Sunday, an employee shall receive (1.5x) the employee's regular pay. If called to work on Monday, an employee shall receive (2x) the employee's regular pay.
    - 1) Sunday shall be a premium day and anyone called to work on Sunday shall be guaranteed four (4) hours pay at the rate of time and one-half (1.5X) the employee's regular pay, any work performed beyond eight (8) hours on Sunday shall be paid at double time (2x).
    - 2) If called to work on Monday, an employee shall receive double time (2X). The District may call an employee on Monday for four (4) hours or less, and he/she shall receive four (4) hours pay at the scheduled overtime rate. If the employee works four (4) to eight (8) hours, he/she shall receive eight (8) hours pay at the scheduled overtime rate.
3. Flexible Work Week: Notwithstanding item 2 above, the District has the option to establish a Flexible Work Week that consists of four (4) non-consecutive days, ten (10) consecutive hours. Employees who work the Flexible Work Week shall receive three (3) days off per week, two (2) of which shall be Saturday and Sunday.

- a. All hours in excess of ten (10) per day and forty (40) per week shall be paid at time and one-half (1.5X) the employee's regular rate of pay provided that all hours worked in excess of five (5) compensable days and fifty (50) compensable hours shall be paid at double time (2X) the employee's regular rate of pay.
  - b. All compensated Leaves shall be paid at the rate of ten (10) hours per day.
  - c. Holiday Work Weeks:
    - 1) When the District observes a holiday on a day that the employee is not scheduled to work, the employee shall receive an additional eight (8) hours (holiday) pay at the employee's regular rate of pay; provided that the District has the option of scheduling the three (3) working days (i.e., thirty [30] hours) and paying the employee for four (4) days (i.e., forty [40] hours) at the employee's regular rate of pay.
    - 2) When the District observes a holiday on a scheduled work day, the employee shall receive ten (10) hours regular pay for the holiday.
4. Overtime Procedures:
- a. The Employer shall provide twenty four (24) hours advance notification for scheduled overtime work. In the event that the twenty-four (24) hours notice is not provided for scheduled overtime, that overtime assignment shall be voluntary.
  - b. Regular employees shall be offered overtime before extra employees are offered overtime.
  - c. Overtime shall be offered to regular employees in seniority order within shift and job title. If enough employees do not volunteer for overtime, the District will assign overtime to available employees in inverse order of seniority.
  - d. In computing overtime for less than fifteen (15) minutes, fifteen (15) minutes shall be allowed; for over fifteen (15) minutes and less than one-half (.5) hour, one-half (.5) hour shall be allowed; for over one-half (.5) hour and less than forty-five (45) minutes, forty-five (45) minutes shall be allowed; for over forty-five (45) minutes and less than one (1) hour, one (1) hour shall be allowed.
  - e. Holiday pay shall not be considered in the calculation of hours for the purpose of determining eligibility for overtime pay.
  - f. There shall be no pyramiding of overtime.
  - g. All overtime must be authorized, in advance, by the appropriate supervisor.

## **SECTION B: STARTING TIMES**

1. The District shall determine the type and number of positions to be filled and the starting time for each position.
  - a. Employees may bid for starting times within their job titles by bargaining unit seniority. Bidding for starting times shall take place with one (1) ~~week's~~ noticeweeks notice.

- b. Starting time vacancies shall be offered to the employee with the highest bargaining unit seniority, provided that the vacancy is within his/her job title and that the assignment does not result in a promotion or increase in pay.
2. Any work performed before the regular starting time(s) shall be paid for at the rate of time and one-half (1.5); and, in addition thereto, the employee shall be guaranteed his/her scheduled hours of work or pay commencing with his/her regular starting time.
- a. The regular starting time(s) for the employee's first shift, between 6:00 a.m. and 9:00 a.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected.
  - b. The starting time(s) for second shift, between the hours of 2:00 p.m. and 6:00 p.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected. The pay for the second shift shall be twenty-five cents (2¢) per hour in addition to the regular hourly rate.
  - c. The starting time(s) for the third shift, between the hours of 10:00 p.m. and 1:00 a.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected. The pay for the third shift shall be twenty-five cents (2¢) per hour in addition to the regular hourly rate.

### SECTION C: HOLIDAYS

1. The following days shall be considered holidays: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.

~~a.~~—All employees shall be paid, at their straight time rate of pay, for all such holidays provided the employee qualifies in accordance with items 2) and/or 3) ~~1~~

~~b.a.~~ below.

- 1) If any work is performed by such employee on such holiday, additional compensation at time and one-half (1.5x) shall be paid.
- 2) No employee shall be called on such a holiday for less than a full day; provided that:
  - a) In the event of an emergency, the District may call an employee to work on such a holiday for two (2) hours or less, and he/she shall be guaranteed four (4) hours work to be paid at the scheduled overtime rate. If the employee works over two (2) hours, he/she shall be guaranteed eight (8) hours of work to be paid at the scheduled overtime rate.
  - b) The employee may elect to waive the above guaranteed hours of work and be paid for ~~actual~~ actual hours worked, at the scheduled overtime rate.

~~e.b.~~ ~~b.~~—The actual days observed shall be as designated on the calendar adopted by the School Board; provided that Christmas Eve and New Year's Eve holidays shall be

granted the work days immediately preceding the designated Christmas and New Year's holidays respectively.

2. All employees shall receive eight (8) hours of pay at the employee's straight-time hourly rate, even though no work is performed on the above-mentioned holidays provided that:
  - a. Such employees must work or be on paid leave status on the last regular working day immediately preceding the holiday and the first regular working day following the holiday.
  - b. Employees assigned to work a Flexible Work Week shall receive holiday pay in accordance with the provisions of item IV.A.3.c.
3. Employees otherwise entitled to holiday pay but who are absent due to involuntary layoff on either the last regular working day immediately preceding the holiday or on the first regular working day following the holiday shall receive holiday pay provided such employees shall have worked one or more days during the calendar week in which the holiday falls.

#### **SECTION D: BREAKS**

1. All employees shall have a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift; provided that employees who work the Flexible Work Week shall have an additional fifteen (15) minute break after eight (8) hours.
2. Breaks shall be paid for by the District.

#### **ARTICLE 5: WAGES AND BENEFITS**

##### **SECTION A: WAGES**

1. The wage rates of pay shall be set forth in Appendix A of this Agreement.
  - a. The ~~2017-2018~~, ~~2018-2019~~ and ~~2019-2020~~ salary schedule shall be as set forth in Appendix A of this Agreement. The IBT Local Union No. 117 salary schedule will include a ~~1.453%~~ increase in ~~2017-2018~~, a ~~1.823%~~ increase in ~~2018-2019~~ or the increase in the consumer price index as provided by state law, whichever is greater and a ~~1.0%~~ 3% increase in ~~2019-2020~~ or pass-through amount the increase in the consumer price index as provided by state law, whichever is greater.
  - b. The percentage increase will be designed to fully utilize the increased funding in accordance with legislative intent. Prior to the implementation of ~~pass-through consumer price index~~ increases, the District will discuss with the Union the appropriate amount and distribution of the funds.
  - ~~c. The wage rate of bargaining unit employees shall be increased by one percent (1%) effective on the first day of the month following the termination from District employment of the named PCBT employee.~~
  - ~~d.c.~~ Prior to the implementation of reductions, the District ~~Will~~ will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

e.d. In the event the State of Washington reduces salary or benefits for School District classified staff, for the ~~2014-2015, 2015-2016 or 20196-202017~~ school years, the parties agree that reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Local Union No. 117 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.

2. Pay Periods:

- a. Each regular employee shall receive his/her salary in even installments throughout the year beginning on the first duty-day in October.
  - b. Extra employees shall receive compensation for hours worked during the preceding time reporting period, on the first District workday of each month.
  - c. All employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case-by-case basis.
3. Salary overpayments due to error shall be repaid prorata to the District from remaining installments in the fiscal year, with consideration for the hardship cases.
4. Any employee who works in a higher classification for more than three (3) consecutive hours shall receive the higher rate of pay for hours worked in the higher classification. The employee shall not be removed from the higher classification for the purpose of avoiding the higher classification payment.

**SECTION B: GROUP INSURANCE PROVISIONS**

1. The Union agrees that it will not request any benefits beyond those listed in this Section 5-B during the life of this Agreement.
2. The District shall make available funds to contribute toward premiums of the District Group Insurance Programs for all regular employees participating in the programs each year as follows:
  - a. For the term of this agreement (201~~74~~-20~~2017~~), the District's monthly contribution shall be the State funded amount.
    - 1) Effective October 1, 2009, the District will assume 100% of the cost of the monthly Retiree Medical Subsidy which the District must pay to the State.
  - b. The monthly contribution amount for the term of this agreement shall be that amount as determined by the State Legislature.
  - c. District contributions may apply toward payment of insurance premiums for the approved District Group Insurance Program only.
  - d. The District and the Union hereby agree that if/when the total cost for participation in the District's Group Insurance Program exceeds the District contribution amount, such excess shall be deducted from the employee's pay warrant.
3. District Group Insurance Program:
  - a. The Union and the District hereby agree that participation in the approved District Group Insurance Program shall be available only to regular employees. If prorated FTE employees are hired, they will receive prorated benefits.



- b. The District's monthly contribution for the District Group Insurance Program shall include premiums for the District-paid dental and vision insurance plans.
- c. District Insurance premium payments may apply toward approved District Group Insurance Programs subscribed to by the employee for benefits for the employee and his/her dependents only.
- d. The schedule for annual enrollment for the District Group Insurance Program shall be announced for continuing employees prior to October 1 of each year. The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) calendar days from the employee's first day of duty.
- e. At the time of employment, each new employee shall receive a copy of the EMPLOYEE GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District's Insurance Consultant and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the District's Payroll Services no later than thirty-one (31) calendar days from the employee's first day of duty.

- ~~4. Letter of Agreement (1998-2001) Concerning the Pacific Coast Benefits Trust:~~
- ~~5. This Letter of Agreement is entered into by the Seattle School District No. 1 (District) and Teamsters Local 117 (Union), representing warehouse employees.~~
- ~~6. Teamsters Local 117 has identified as a priority the retention of contributions to the Pacific Coast Benefits Trust (PCBT) for the PCBT Employee who is currently receiving those contributions.~~
- ~~7. During the 1995 contract negotiations, the Seattle School District expressed its strong desire to eliminate these contributions.~~
- ~~8. As part of a settlement agreement, the parties agreed that the contributions to the PCBT will be maintained for the PCBT employee named in paragraph 3), b) (the "PCBT Employee").~~
- ~~9. a) Effective at the time the PCBT Employee leaves District employment, the wage rate of the bargaining unit employees shall be increased by one percent (1%). The increase shall be effective on the first day of the month following the termination of employment by the Employee.~~
- ~~10. The name of the PCBT Employee is: Peter Fletcher~~
- ~~11. If the PCBT Employee returns to employment with the District after terminating employment from the District, the District is no longer required to make a PCBT contribution on his behalf.~~
- ~~12. RCW 41.56.070 restricts public employee contracts to a limit of three (3) years. However, it is the understanding of the parties that unless the Union wishes to eliminate the PCBT contribution, it is the intent of the Union and the District that~~

~~the transition plan shall remain in effect until the PCBT Employee has terminated from District employment.~~

~~13. To the extent that this Letter of Agreement may conflict with any provisions of the Collective Bargaining Agreement between the parties, the agreement set forth in this Letter of Agreement shall control, and any inconsistent provisions of the negotiated agreement shall be deemed modified.~~

~~14.4.~~ Washington State Public Employees'/School Employees' Retirement System:

- a. The District will, for regular and eligible extra employees, contribute to the Washington State Public Employees' or School Employees' Retirement System (PERS/SERS), as appropriate, the amount required by law from the District and will deduct from eligible employee's pay and remit to PERS/SERS the amount legally required as the employee contribution.
  - b. Annual Leave will be considered as time worked for the purpose of contributions referenced above.
5. TEMPORARY EMPLOYEES: The District shall provide health and welfare contributions for temporary employees, who work in excess of ninety (90) consecutive working days, to the designated Trust (Washington Teamsters Welfare Trust "Plan B") equivalent to the rate set by the trust, in effect on September 1 of each District fiscal year (09/01 through 08/31); provided that the District's monthly health and welfare contributions for temporary employees shall not exceed that amount contributed for regular employees per month. The contribution shall be as follows:

Effective September 1, ~~2014-2017~~ (based on August ~~2014-2017~~ hours for coverage effective October ~~2014~~2017), the Employer agrees to continue to pay to the Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc., for each employee who received compensation for eighty (80) hours or more in the previous month following:

**Health & Welfare** — Contribute the sum of \$~~969.50~~ 1,196.90 per month for benefits under "Plan B." This plan includes the following:

|                                              |                                      |
|----------------------------------------------|--------------------------------------|
| Medical "Plan B"                             | \$ <u>1,191.30</u> <del>964.90</del> |
| Time Loss "Plan D" (\$100 per week)          | \$ <u>34.00</u>                      |
| Employee Life/AD&D and dependent life Plan C | \$ 1.60                              |
| Total                                        | \$ <u>1,196.90</u> <del>969.50</del> |

**Maintenance of Benefits** — The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility or benefits or eligibility as may be modified by the Trustees during the life of the Agreement, the Employer shall pay such increases as determined by the Trustees.

**Payments** — Payments required under any of the foregoing provisions shall be made on or before the tenth (10<sup>th</sup>) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the bulletin board.

## **SECTION C: TRAVEL ALLOWANCE**

1. An employee who is authorized to use his/her personal car on District business shall be compensated at the maximum allowable Federal Internal Revenue Service rate. The mileage shall be authorized and validated by the employee's immediate supervisor in accordance with the budget and the established rules, regulations, and procedures of the District.
2. Employees authorized to utilize their personal car on District business shall carry insurance in accordance with Washington State Law.

## **SECTION D: PROTECTION OF PERSONAL PROPERTY**

1. The District or its insurer shall reimburse any employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to/from his/her assigned work location when such loss or damage is willfully and maliciously inflicted by persons known or unknown on the District's premises or while the employee is on duty, subject to the conditions set forth within this Section 5D.
- ~~1.2.~~ An employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement under this Section 5-D.
- ~~2.3.~~ The District shall reimburse first-dollar losses up to the limit of the usual two hundred and fifty dollars (\$250) insurance deductible, provided that:
  - a. The employee files a Notice of Loss and Claim for Reimbursement form with the District's General Counsel's Office within twenty (20) calendar days after the damage or loss.
  - 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 employee's supervisor. The personal equipment must be approved by and on record with the Warehouse Manager.
  - d. The employee submits proof that he/she either has no insurance or that his/her insurance does not cover the damage or loss in question.

## **SECTION E: BENEFIT COMMITTEE**

1. 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.
- ~~1.2.~~ The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:
  - a. Self-insurance of insurance benefits.
  - ~~a.b.~~ The selection process for District-sponsored plans.
  - ~~b.c.~~ The use of excess reserves which may exist with insurance providers.
  - ~~e.d.~~ Surveying District employees to determine employee preference regarding insurance benefits.

2.3. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

**ARTICLE 6: LEAVES**

**SECTION A: ANNUAL LEAVE**

1. Annual Leave will be computed using the entry or anniversary date of employment to count years of service. Entry date will be defined as the first day in a regular position; and, substitute time and part time ~~less~~ than four (4) hours per day will not be included.

a. Annual Leave service years are based on the service year from entry date to entry date each year. If an employee who has been in the service of the District leaves for a period of time and returns, his/her years of prior service may be counted toward determining the number of hours per year of his/her Annual Leave.

b. All regular employees are entitled to Annual Leave; and, the amount of earned Annual Leave will appear on each warrant stub in accordance with the following schedule:

|                      |                            |              |
|----------------------|----------------------------|--------------|
| 0 through 3 years:   | 6.66 hrs/mo or 80 hrs/yr   | 10 days/year |
| 4 through 7 years:   | 10.00 hrs/mo or 120 hrs/yr | 15 days/year |
| 8 through 13 years:  | 13.33 hrs/mo or 160 hrs/yr | 20 days/year |
| 14 through 19 years: | 16.66 hrs/mo or 200 hrs/yr | 25 days/year |
| 20 through 24 years: | 17.33 hrs/mo or 208 hrs/yr | 26 days/year |
| 25 through 27 years: | 18.00 hrs/mo or 216 hrs/yr | 27 days/year |
| 28 plus years:       | 18.66 hrs/mo or 224 hrs/yr | 28 days/year |

c. Beginning with the first month after the completion of an annual leave level, the employee shall earn additional paid leave as indicated in the annual leave schedule.

d. The District does not grant unpaid leaves of absence or voluntary days off without pay except in unusual circumstances. Scheduled and foreseen requests must be submitted in writing to the Department Manager and be approved before any unpaid leave of absence begins. Unforeseen requirements of leave shall be documented as soon as possible and submitted to the Department Manager. Approval for unpaid leave, whether scheduled in advance or unforeseen, is at the discretion of the Department Manager.

e. Utilized Annual Leave shall be paid at the employee's straight-time hourly rate, including shift differential.

2. The District will compile an Annual Leave schedule which will provide necessary staffing, proper consideration for the school programs, and conforms as closely as possible to the leaves desired by the employees. It must be emphasized that the school programs are of prime importance.

- a. Annual Leave requests must be approved by the employee's supervisor.
  - b. No Annual Leave may be taken before earned.
  - c. Annual Leave must be scheduled and utilized in either half or whole days.
  - d. Annual Leave may not be used on paid holidays.
  - e. The District may blackout up to four (4) weeks each fiscal year where no Annual Leave may be taken. Two (2) weeks for the start of school. Up to two (2) ~~oneweekone week~~ blocks may be blocked out during the year to accommodate customer needs. At least seven (7) days notice will be given prior to scheduling the ~~oneweekone week~~ blocks.
  - f. Annual Leaves shall be scheduled in accordance with seniority, provided that in the case of employees entitled to more than eighty (80) hours Annual Leave, a maximum of eighty (80) hours shall be scheduled consecutively in accordance with seniority and the remaining earned Annual Leave by mutual agreement between the employee's supervisor and the employee, as follows:
    - 1) Requests for Annual Leave during the months of October through March shall be identified by each employee in seniority order between September 1 and 15 of each year.
    - 2) Requests for Annual Leave during the months of April through September shall be identified by each employee in seniority order between March 1 and 15 of each year. Additional request(s) that are submitted after July 1<sup>st</sup> to avoid use it or lose it will not be honored.
    - 3) It may not be possible to grant all employees the leave period they would prefer. Annual Leave may be split, providing it will fit in with the school programs.
3. Unused Annual Leave may be accumulated and carried over from year to year, provided that:
- a. Annual Leave accumulation is limited to two hundred forty (240) hours; and any excess hours beyond the two hundred forty (240) hours must be used by August 31 of each year or be lost.
  - b. Annual Leave hours to a limit of two hundred and forty (240) hours may, be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than two hundred and forty (240) leave hours at time of termination. Any balance over two hundred and forty (240) hours may be applied to scheduled Annual Leave prior to termination.
4. The District shall pay premiums for employee's health and welfare benefits as set forth in Section 5.B, for time taken as Annual Leave.

#### **SECTION B: BEREAVEMENT LEAVE**

1. Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the regular employee's immediate family.
  - a. In cases where emergency factors or long distance are involved:

- 1) Employees who are assigned to work a Standard Work Week, may be granted up to two (2) additional days' leave.
- 2) Employees who are assigned to work a Flexible Work Week, may be granted up to one (1) additional day's leave.
- b. The employee shall contact the District as soon as possible to establish the employee's leave need.
- c. Bereavement Leave shall be granted with full pay during the work year.
- d. Bereavement Leave shall be reported on the appropriate leave report form.
2. Immediate family shall be defined as: wife, husband, sons, daughters, mother, father, brothers, sisters, aunts, uncles, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, domestic partner, son-in-law, daughter-in-law, domestic partner's children, domestic partner's parents, stepchildren, or persons for whom the employee is the legal guardian.
3. Bereavement Leave will be granted only for days immediately following the death and/or days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
4. The employee requesting Bereavement Leave may be required to provide verification.

#### **SECTION C: INCLEMENT WEATHER PROVISIONS**

1. If severe weather conditions make it necessary for the District to declare schools closed for one (1) or more days, the following shall apply to twelve (12) month employees:

Employees will be granted Personal Leave, not charged against their accrued Personal Leave, up to a limit of two (2) days per year. Provided, however that one warehouse and one expeditor report to work. The assignment of work for these employees shall be on a rotating basis, agreed to between the Unit and the supervisor.

For such days in excess of two (2) per year, regular employees may use accrued Personal Leave, accumulated Annual Leave, or be permitted to make up the time lost per arrangement with their supervisor.
2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the District has not declared the John Stanford Center closed, the following shall apply:
  - a. Regular employees may use accrued Personal Leave, accumulated Annual Leave, or be permitted to make up the time lost at the straight time hourly rate per arrangement with their supervisor.
  - b. Regular employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued Personal Leave, accumulated Annual Leave, or be permitted to make up time lost at the straight time hourly rate per arrangement with their supervisor.
3. If a District-wide inclement weather policy covering all represented and nonrepresented employees is implemented, Teamsters Local Union No. 117 employees shall receive all benefits from that policy. The Union and the District agree to look to the

SAEOP/PARAPROFESSIONAL Inclement Weather policy for further guidance, where appropriate.

#### **SECTION D: JURY DUTY AND COURT APPEARANCES**

1. When any regular employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he/she shall contact the District and provide a copy of the jury summons. If taken from his/her work for such service, the employee shall serve with no salary deduction; provided that any/all jury fees are surrendered to the District.
2. When any regular employee is subpoenaed as a witness, on behalf of the District, in a court proceeding, the employee shall receive his/her regular hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.

#### **SECTION E: PERSONAL LEAVE**

1. Sixteen (16) hours per year of paid Personal Leave shall be available to regular employees for hardships or other pressing needs and will be granted in situations which require absence during the 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.
- ~~1.2.~~ 1.2. The conditions for granting Personal Leave are as follows:
  - a. The situation must be suddenly precipitated, or must be of such a nature that preplanning is not possible, or such that preplanning 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.
- ~~2.3.~~ 2.3. The procedures for obtaining Personal Leave are as follows:
  - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
  - b. The employee must call his/her work locations as soon as possible; and,
  - c. Prior to or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor the appropriate employee leave report form for his/her signature and administrative processing.

#### **~~SECTION F: NON ACCUMULATIVE LEAVE~~**

- ~~1.~~ Each regular employee shall be granted one (1) non-accumulative leave day for each year of this Agreement. Each day must be used between September 1 and August 31 of each year or be lost.
- ~~2.1.~~ 2.1. The scheduling of the Non-Accumulative Leave day shall be by mutual agreement between the District and the employee.

## **SECTION F: NON-ACCUMULATIVE LEAVE**

1. Each regular employee shall be granted one (1) non-accumulative leave day for each year of this Agreement. Each day must be used between September 1 and August 31 of each year or be lost.
2. The scheduling of the Non-Accumulative Leave day shall be by mutual agreement between the District and the employee.

## **SECTION ~~GF~~: RELIGIOUS OBSERVANCE**

Regular employees whose religious affiliation requires observance of mandatory holy days on regularly scheduled workdays ~~with~~will be allowed to utilize up to a maximum of sixteen (16) hours of Personal Leave for that purpose; provided that, prior to utilizing Personal Leave for the purpose of religious observance, the employee, in writing to the appropriate administrative supervisor, identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.

## **SECTION ~~HG~~: SICK/~~H~~EMERGENCY LEAVE**

1. Regular employees shall accumulate paid Sick/Emergency Leave at the rate of eight (8) hours per month, or major portion (more than half) thereof, for which compensation was received.
2. Accumulated Sick/Emergency Leave shall be payable at the straight-time rate from and including the first working day of sickness; provided that the daily total of Sick/Emergency leave pay under this Section 6-G, and any applicable disability payments shall not exceed the employee's regular daily rate of pay.
3. Unused Sick/Emergency Leave shall accumulate at the rates above from year to year as provided in RCW 28A.400.210 and .300 and the rules and regulations of the Superintendent of Public Instruction under that law, and shall remain available to employees in continuing employment until used.
4. Sick/Emergency leave benefits shall apply only to bona fide cases of absence caused by illness, injury, medical disability (including that caused by childbearing), child care to the extent required by law, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the provisions below.
  - a. Use of Sick/Emergency Leave for illness, injury, medical disability (including child bearing) or child care to the extent required by law.
    - 1) Use of Sick/Emergency Leave shall be reported to the employee's supervisor prior to the start of the work shift, when possible, and will become effective upon the first day of absence.
    - 2) A physician's certificate of illness or injury may be required for approval of leave for any illness, injury or medical disability (including childbearing) or child care to the extent required by law. The District may require that an employee verify the illness/emergency.



- b. Use of Sick/Emergency Leave for an emergency caused by family illness, where no reasonable alternative is available, shall be subject to the conditions set forth in 6.E.2 above.
- 5. Sick Leave is not to be paid for holidays.
- 6. Sick/Emergency Leave Buy Back
  - a. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall be entitled, upon written request to the District's Payroll Services, to compensate for all unused Sick/Emergency 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 II! or other qualifying program, an eligible employee may elect non-monetary remuneration at the same rate, in the form of post-retirement medical benefits.
  - b. On or before January 15 of each year, employees may elect to be compensated at the ratio of 4: 1, at their straight-time hourly rate, for Sick/Emergency Leave accumulated in excess of four hundred and eighty (480) hours which was earned but unused during the previous calendar year.
  - c. Continuation of the Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.

**SECTION I: ~~7~~ SECTION I: SHARED LEAVE**

1. ~~\_\_\_\_\_~~ a. ~~\_\_\_\_\_~~ The District agrees to maintain a leave sharing plan that conforms to state law

**SECTION J: MILITARY LEAVE**

- 1. The District will comply with Federal and State statutes.
- 2. **UNIFORMED SERVICE EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:**

In the event a military reservist is called to active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994, including when legally required to make pension contributions, up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

**SECTION K: FAMILY MEDICAL LEAVE ACT (FMLA), FAMILY MILITARY LEAVE (FMA), DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

- 1. ~~a.~~ The District will comply with Federal and State laws including providing a maximum of ~~twenty-six~~twenty-six (26) weeks in a single twelve (12) month period during which the employee is entitled to a combination of ~~twenty-six~~twenty-six (26) weeks of all types of the above-captioned FMLA leaves. The District will define the twelve (12) month period.

**SECTION L: VEBA**

- 1. Seattle Public Schools has adopted the VEBA Health Reimbursement Plan for sick leave contributions at retirement or separation from service. The District also agrees to contribute to the Plan on behalf of all employees in the bargaining unit (Teamsters Local Union No.

117) who are eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

2. Sick Leave Contributions — Retirement or Separation from Service:

Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this Agreement shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this Agreement.

3. ~~C.~~ Note:

All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave,

### **ARTICLE 7: INJURY WHILE ON DUTY**

1. 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:
  - a. 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:
    - 1) The employee shall promptly submit a Worker's Compensation Claim with the assistance of the designated District office; and,
    - 2) 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.
  - b. 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.
2. 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.
3. An employee who suffers an injury must report the injury no matter how slight.

### **ARTICLE 8: SETTLEMENT OF GRIEVANCES**

## **SECTION A: GRIEVANCE DEFINITION**

A grievance is defined as any dispute which arises between the Union and the District as to the interpretation or application of this Agreement.

## **SECTION B: PROCEDURES**

1. It is recognized that the prompt and expedient settlement of grievances is compatible with the desires of both parties; and, therefore, the time limits set forth in this Article shall only be waived by specific agreement between the parties which shall be confirmed in writing.

### 1.2. INFORMAL STEP:

Grievances shall be submitted in writing to the Union and the employee's immediate supervisor within fifteen (15) working days of any given incident. Grievances not submitted within fifteen (15) working days of the incident shall be considered null and void.

### 2.3. STEP ONE:

Should the Union and the supervisor fail to settle the matter informally within five (5) working days after the grievance has been submitted, the grievance shall be submitted to the District's Director of Labor Relations or designee.

### 3.4. STEP TWO:

If the Union and the Director of Labor Relations or designee fail to settle the matter within fifteen (15) working days after the grievance was submitted to the Assistant Superintendent of Operations or designee it shall be referred in writing to the Department of Labor Relations by the Union with a request for arbitration.

## **SECTION C: ARBITRATION**

1. Upon receipt by the District General Counsel of a written request for arbitration of a grievance which has been processed in accordance with the procedures set forth above, representatives of the District and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within five (5) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved arbitrators from which list the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain.

1.2. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing; and, such decision shall be final and binding on all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the set terms of the Agreement.

2.3. If a matter is submitted to arbitration, the cost of the arbitrator will be borne equally by both parties.

## **ARTICLE 9: SENIORITY**

### **SECTION A: GENERAL PROVISIONS**

1. All employees shall accrue seniority within the Bargaining Unit as described in this Agreement beginning with the first day of hire as a regular employee.

- ~~1.2.~~ A list of regular employees, arranged in the order of their seniority, shall be furnished to the Union and a copy posted in a conspicuous place at the employees' place of employment. Such list shall be revised every six (6) months with a copy sent to the Union if revisions are necessary.
- ~~2.3.~~ The District, in order to maintain the best operation efficiency, shall reserve the right to transfer employees from department to department.
- ~~3.4.~~ Any employee shall lose Bargaining Unit seniority under this Agreement for the following reasons:
- ~~a.~~ Voluntary termination;
  - ~~a-b.~~ Discharge for cause;
  - ~~b-c.~~ Seniority shall be broken only by justifiable discharge, voluntary quit or more than twelve (12) months off the job as a result of 1) layoff or 2) health leave approved by the District resulting from a non-occupational illness or injury to the employee. Seniority shall be broken after twenty-four (24) months off the job as the result of an occupational illness or injury sustained while working and determined by the state to be covered by the Industrial Insurance Laws of the State of Washington.
  - ~~e-d.~~ Rejection of a job offer of more than two (2) consecutive weeks' work.
- ~~4.5.~~ A former bargaining unit employee who is rehired to work in the same position that the employee worked in prior to separation from the District will be compensated at the same hourly rate that the employee was earning at the time of separation. If the employee is rehired into another classification, the employee shall be paid at the wage step closest to the step that the employee was earning at the time of separation.

## **SECTION B: LAYOFF AND REHIRE**

- ~~1.~~ Temporary hourly employees will be laid off prior to regular full time employees. Further, the District and the Union recognize that seniority rights of regular employees supersede temporary employee status as it related to lay off and rehire.
- ~~1.2.~~ The District and the Union agree that seniority standing shall govern layoffs and rehiring, provided that merit and ability are equal. The District shall be the judge of the competency of employees.
- ~~2.3.~~ Any regular employee called into military service shall retain his/her seniority for rehire, provided such employee makes himself/herself available for employment within ninety (90) days of discharge from military service.
- ~~3.4.~~ All regular employees who have been involuntarily laid off will be given priority in reemployment in accordance with seniority standing.
- ~~a.~~ The District shall maintain an up-to-date telephone and address list of laid off regular employees.
  - ~~a-b.~~ It is the responsibility of the employee to notify the District of any change in his/her address or telephone number (in writing) or the status of his/her availability. If a laid off employee will not be available for work, he/she shall notify the District, in writing, of his/her status and not be subject to recall during the stated period.

- 1) Such period may not exceed sixty (60) consecutive calendar days and only one (1) such application can be made per calendar year. However, during the summer months (May—August) such period may not exceed fifteen (15) consecutive calendar days.
  - 2) Such employee, during this time period, cannot grieve a layoff/recall action by the District.
  - 3) Such application cannot be made following or concurrent with a recall notice.
- b.c.** The laid off employee shall be notified of job availability by telephone and certified/registered mail. The laid off employee shall have five (5) working days to return to work from the postmarked date of the letter.
- e.d.** Rejection of a Job Offer:
- 1) Rejection of a job offer of more than two (2) consecutive week's work will result in the employee's loss of seniority (i.e., rights and privileges).
  - 2) Rejection of a job offer for two (2) consecutive weeks' work or less will result in the employee's loss of recall rights for that job. If a short term job of two (2) consecutive weeks or less is offered and the job turns into a longer term, that position will be re-offered in seniority order at the end of the originally projected term of employment. If the District is unable to make contact with the laid off employee, the next senior person will be contacted and the unavailable employee will retain his/her standing for recall by the seniority list.

## **ARTICLE 10: PERFORMANCE EVALUATION**

### **SECTION A: PERFORMANCE EVALUATIONS**

Performance evaluations will be conducted as follows:

1. All employees will receive a performance evaluation once per year.
2. All new hires will receive performance expectations at the start of their probationary period. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.
3. The Warehouse Manager or designee will be responsible for completing the evaluations.
4. ~~The creation of an evaluation tool and process will be jointly developed by the Union and District by February 1, 2013 with the~~ All employees will be evaluated in the following ~~evaluation~~ categories:
  - Job Knowledge
  - Human Relations
  - Communication
  - Adaptability
  - Dependability/Job Attitude
  - Quality of work

**ARTICLE 11: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST PLAN**

1. The District will continue to contribute into the Western Conference of Teamsters Pension Trust Plan for each employee covered by this Agreement the sum of one dollar and five cents (\$1.05) for each hour for which compensation is paid, based on the employee's previous month's total hours of compensation. Such contribution shall be diverted from the employee's wages by the District and sent to the Western Conference of Teamsters Pension Trust.

| <b>Effective Date</b> | <b>Basic Contribution Rate</b> | <b>Total Contribution Rate</b> |
|-----------------------|--------------------------------|--------------------------------|
| February 1, 2003      | \$1.05                         | \$1.05                         |

2. The Union shall notify the District of the effective date of any increase in the employees wage diversion to the Western Conference of Teamsters Pension Trust Plan.
3. The District will allow employees covered by this Agreement to increase the basic contribution amount upon a vote of the membership by the Union during the life of this Agreement. The effective date of any increase would be by mutual agreement between the District and the Union.

**ARTICLE 12: AMENDMENTS TO THE AGREEMENT**

1. The District and the Union may make amendments to this Agreement by mutual consent.
2. Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and shall be incorporated into the Agreement by this reference.

SEATTLE SCHOOL  
DISTRICT NO. 1

TEAMSTERS LOCAL UNION  
NO. 117, IBT

\_\_\_\_\_  
LARRY NYLAND  
Superintendent

\_\_\_\_\_  
JOHN SCEARCY  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **APPENDIX A - SALARY SCHEDULE 2017-2018**

Teamster's Local #117  
Warehouse Workers  
2017-18 Salary Schedule  
260 Day (WH1 and WH2)

### APPENDIX A

| <u>General Classifications</u>            |               | <u>6 months</u>   |                 | <u>12 months</u>  |
|-------------------------------------------|---------------|-------------------|-----------------|-------------------|
|                                           |               | <u>experience</u> |                 | <u>experience</u> |
|                                           |               | <u>Step 1</u>     | <u>Step 2</u>   | <u>Step 3</u>     |
| <u>Extra Warehouse Worker</u>             | <u>Hourly</u> | <u>\$ 19.99</u>   | <u>\$ 21.15</u> | <u>\$ 23.47</u>   |
| <u>General Warehouse Worker</u>           | <u>Hourly</u> | <u>\$ 20.30</u>   | <u>\$ 21.51</u> | <u>\$ 23.90</u>   |
| <u>Warehouse Expeditor</u>                | <u>Hourly</u> | <u>\$ 21.62</u>   | <u>\$ 22.81</u> | <u>\$ 25.20</u>   |
| <u>General Warehouse Worker - Freezer</u> | <u>Hourly</u> | <u>\$ 21.56</u>   | <u>\$ 22.76</u> | <u>\$ 25.15</u>   |

Note: If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management's discretion will be assigned as lead. The employee assigned as lead will be paid ten percent (10%) above their normal hourly rate for all hours worked as lead.

| <u>General Classification</u>          |               | <u>6 months</u>   |                 | <u>12 months</u>  |
|----------------------------------------|---------------|-------------------|-----------------|-------------------|
|                                        |               | <u>experience</u> |                 | <u>experience</u> |
|                                        |               | <u>Step 1</u>     | <u>Step 2</u>   | <u>Step 3</u>     |
| <u>Science Materials Center Worker</u> | <u>Hourly</u> | <u>\$ 18.00</u>   | <u>\$ 19.06</u> | <u>\$ 21.23</u>   |

Teamsters Local 117 Warehouse (WH1) effective 9/1/17 with 3.0% increase  
Teamsters Local 117 Science Materials Center (WH2) effective 9/1/17 with 3.0% increase



## APPENDIX A - SALARY SCHEDULE 2018-2019

TEAMSTERS LOCAL UNION NO.117

APPENDIX A

Warehouse and Science Materials Center

201714-1815 Salary Schedule

260-Day (WH1 and WH2)

| General Classification (WH1)     |         | 6 months experience     |              | 12 months experience |           |
|----------------------------------|---------|-------------------------|--------------|----------------------|-----------|
|                                  |         | Step 1                  | step 2       | Step 3               |           |
| Extra Warehouse Worker           | Hourly  | \$ <del>18.33</del>     | \$ 19.39     | \$                   | 21.53     |
|                                  | Monthly | \$ <del>3,177.20</del>  | \$ 3,360.93  | \$                   | 3,731.87  |
|                                  | Annual  | \$ <del>38,126.40</del> | \$ 40,331.20 | \$                   | 44,782.40 |
| General Warehouse Worker         | Hourly  | \$ <del>18.62</del>     | \$ 19.72     | \$                   | 21.91     |
|                                  | Monthly | \$ <del>3,227.47</del>  | \$ 3,418.13  | \$                   | 3,797.73  |
|                                  | Annual  | \$ <del>39,000.00</del> | \$ 41,017.60 | \$                   | 45,572.80 |
| Warehouse Expeditor              | Hourly  | \$ <del>19.87</del>     | \$ 20.97     | \$                   | 23.16     |
|                                  | Monthly | \$ <del>3,444.13</del>  | \$ 3,634.80  | \$                   | 4,014.40  |
|                                  | Annual  | \$ <del>41,329.60</del> | \$ 43,617.60 | \$                   | 48,172.80 |
| General Warehouse Worker—Freezer | Hourly  | \$ <del>19.82</del>     | \$ 20.92     | \$                   | 23.11     |
|                                  | Monthly | \$ <del>3,435.47</del>  | \$ 3,626.13  | \$                   | 4,005.73  |
|                                  | Annual  | \$ <del>41,225.60</del> | \$ 43,513.60 | \$                   | 48,068.80 |

1. The classification of Warehouse Expeditor reflects an hourly rate of pay set at one dollar and twenty five cents (\$1.25) above the hourly rate of pay for the General Warehouse Worker classification.

2. The classification of General Warehouse Freezer reflects an hourly rate of pay set at one dollar and twenty cents (\$1.20) above the hourly rate of pay for the General Warehouse classification.

3. If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management discretion will be assigned as lead. The employee assigned as lead will be paid two dollars (\$2.00) at the rate of 10% above their normal hourly rate for all hours worked as lead.

6 months experience — 12 months experience —

| General Classification | Step 1 | Step 2 | Step 3 |
|------------------------|--------|--------|--------|
| WH2                    |        |        |        |

2017-2020 Collective Bargaining Agreement  
Seattle School District & Teamsters Local Union No. 117

|                                        |                |                     |           |                  |           |                  |
|----------------------------------------|----------------|---------------------|-----------|------------------|-----------|------------------|
| <u>Science Materials Center Worker</u> | <u>Hourly</u>  | <u>16.51</u>        | <u>\$</u> | <u>17.48</u>     | <u>\$</u> | <u>19.47</u>     |
|                                        | <u>Monthly</u> | <u>\$ 2,861.73</u>  | <u>\$</u> | <u>3,029.87</u>  | <u>\$</u> | <u>3,374.80</u>  |
|                                        | <u>Annual</u>  | <u>\$ 34,340.80</u> | <u>\$</u> | <u>36,358.40</u> | <u>\$</u> | <u>40,497.60</u> |

Teamster's Local #117

Warehouse Workers

2018-19 Salary Schedule

260 Day (WH1 and WH2)

APPENDIX A

| <u>General Classifications</u>            | <u>-</u>      | <u>Step 1</u>   | <u>Step 2</u>   | <u>Step 3</u>   |
|-------------------------------------------|---------------|-----------------|-----------------|-----------------|
| <u>Extra Warehouse Worker</u>             | <u>Hourly</u> | <u>\$ 20.59</u> | <u>\$ 21.78</u> | <u>\$ 24.17</u> |
| <u>General Warehouse Worker</u>           | <u>Hourly</u> | <u>\$ 20.91</u> | <u>\$ 22.16</u> | <u>\$ 24.62</u> |
| <u>Warehouse Expeditor</u>                | <u>Hourly</u> | <u>\$ 22.27</u> | <u>\$ 23.49</u> | <u>\$ 25.96</u> |
| <u>General Warehouse Worker - Freezer</u> | <u>Hourly</u> | <u>\$ 22.21</u> | <u>\$ 23.44</u> | <u>\$ 25.90</u> |

Note: If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management's discretion will be assigned as lead. The employee assigned as lead will be paid ten percent (10%) above their normal hourly rate for all hours worked as lead.

| <u>General Classification</u>          | <u>-</u>      | <u>Step 1</u>   | <u>Step 2</u>   | <u>Step 3</u>   |
|----------------------------------------|---------------|-----------------|-----------------|-----------------|
| <u>Science Materials Center Worker</u> | <u>Hourly</u> | <u>\$ 18.54</u> | <u>\$ 19.63</u> | <u>\$ 21.87</u> |

Teamsters Local 117 Warehouse (WH1) effective 9/1/18 with 3.0% increase

Teamsters Local 117 Science Materials Center (WH2) effective 9/1/18 with 3.0% increase

Teamsters Local 117 Warehouse (WH1) effective 9/1/14 w 1.45% increase

Teamsters Local 117 Science Materials Center (WH2) effective 9/1/14 with 1.45% increase

TEAMSTERS LOCAL UNION NO. 117

APPENDIX A

2017-2020 Collective Bargaining Agreement  
Seattle School District & Teamsters Local Union No. 117

~~Warehouse Workers and Science Materials Center  
2015-16 salary Schedule  
260 Day (WHI and WI-12)~~

| <del>General Classifications WHI</del>           |                    | <del>Ste 1</del>     | <del>6 months<br/>experience<br/>Ste 2</del> | <del>12 months<br/>experience<br/>Ste 3</del> |
|--------------------------------------------------|--------------------|----------------------|----------------------------------------------|-----------------------------------------------|
| <del>Extra Warehouse Worker Hourly</del>         | <del>18.66</del>   | <del>19.74</del>     | <del>21.92</del>                             |                                               |
|                                                  |                    | \$                   | \$                                           | \$                                            |
|                                                  |                    | \$                   | \$                                           | \$                                            |
|                                                  |                    | \$                   | \$                                           | \$                                            |
|                                                  | <del>Monthly</del> | <del>3,234.40</del>  | <del>4,211.60</del>                          | <del>5,799.47</del>                           |
|                                                  |                    |                      | <del>Annual</del>                            | <del>38,812.80</del>                          |
| <del>General Warehouse Worker</del>              | <del>Hourly</del>  | <del>18.96</del>     | <del>20.08</del>                             | <del>22.31</del>                              |
|                                                  | <del>Monthly</del> | <del>3,128.64</del>  | <del>3,480.53</del>                          | <del>3,867.07</del>                           |
|                                                  | <del>Annual</del>  | <del>39,436.80</del> | <del>41,766.40</del>                         | <del>46,404.80</del>                          |
| <del>Warehouse Expeditor</del>                   | <del>Hourly</del>  | <del>20.21</del>     | <del>21.33</del>                             | <del>23.56</del>                              |
|                                                  | <del>Monthly</del> | <del>3,503.07</del>  | <del>3,697.20</del>                          | <del>4,083.73</del>                           |
|                                                  | <del>Annual</del>  | <del>42,036.80</del> | <del>44,366.40</del>                         | <del>49,004.80</del>                          |
| <del>General Warehouse Worker—<br/>Freezer</del> | <del>Hourly</del>  | <del>20.16</del>     | <del>21.28</del>                             | <del>23.51</del>                              |
|                                                  | <del>Monthly</del> | <del>3,494.40</del>  | <del>3,688.53</del>                          | <del>4,075.07</del>                           |
|                                                  | <del>Annual</del>  | <del>42,932.80</del> | <del>44,262.40</del>                         | <del>49,900.80</del>                          |

1. ~~The classification of Warehouse Expeditor reflects an hourly rate of pay set at one dollar and twenty five cents (\$1.25) above the hourly rate of pay for the General Warehouse Worker classification.~~

2. ~~The classification of General Warehouse Freezer reflects an hourly rate of pay set at one dollar and twenty cents (\$1.20) above the hourly rate of pay for the General Warehouse classification.~~

3. ~~If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management discretion will be assigned as lead. The employee assigned as lead will be paid two dollars (\$2.00) at the rate of 10% above their normal hourly rate for all hours worked as lead.~~

| <del>General Classification (WH2)</del> |                    | <del>Step 1</del>    | <del>6 months<br/>experience<br/>Step 2</del> | <del>12 months<br/>experience<br/>Step 3</del> |
|-----------------------------------------|--------------------|----------------------|-----------------------------------------------|------------------------------------------------|
| <del>Science Materials Center</del>     |                    |                      |                                               |                                                |
| <del>Worker</del>                       | <del>Hourly</del>  | <del>16.81</del>     | <del>17.80</del>                              | <del>19.82</del>                               |
|                                         | <del>Monthly</del> | <del>2,913.73</del>  | <del>3,085.33</del>                           | <del>3,435.47</del>                            |
|                                         | <del>Annual</del>  | <del>34,964.80</del> | <del>37,024.00</del>                          | <del>41,225.60</del>                           |

~~Teamsters Local 117 Warehouse (WHI) effective 9/1/15 w 1.82% increase~~

~~Teamsters Local 117 Science Materials Center (WH2) effective 9/1/15 with 1.82% increase~~

~~TEAMSTERS LOCAL UNION NO.117~~

~~APPENDIX A~~

2017-2020 Collective Bargaining Agreement  
Seattle School District & Teamsters Local Union No. 117

Warehouse Workers and Science Materials  
Center  
2016-17 salary Schedule  
260 Day (WH1 and WH2)

|                                  |         |              |    | 6 months<br>experience | 12 months<br>experience |
|----------------------------------|---------|--------------|----|------------------------|-------------------------|
| General Classification           |         |              |    |                        |                         |
| WH1                              |         | Ste-1        |    | Ste-2                  | Ste-3                   |
| Extra Warehouse Worker           | Hourly  | 18.85        | \$ | 19.94                  | 22.14                   |
|                                  | Monthly | \$ 3,267.33  | \$ | 3,456.27               | \$ 3,837.60             |
|                                  | Annual  | \$ 39,208.00 | \$ | 41,475.20              | \$ 46,051.20            |
| General Warehouse Worker         | Hourly  | 19.15        |    | 20.28                  | 22.53                   |
|                                  | Monthly | \$ 3,319.33  | \$ | 3,515.20               | \$ 3,905.20             |
|                                  | Annual  | \$ 39,832.00 | \$ | 42,182.40              | \$ 46,862.40            |
| Warehouse Expeditor              | Hourly  | 20.40        |    | 21.53                  | 23.78                   |
|                                  | Monthly | \$ 3,536.00  | \$ | 3,731.87               | <del>4,121.87</del>     |
|                                  | Annual  | \$ 42,432.00 | \$ | 44,782.40              | \$ 49,462.40            |
| General Warehouse Worker—Freezer | Hourly  | 20.35        |    | 21.48                  | 23.73                   |
|                                  | Monthly | \$ 3,527.33  | \$ | 3,723.20               | \$ 4,113.20             |
|                                  | Annual  | 42,328.00    |    | 44,678.40              | 49,358.40               |

1. — The classification of Warehouse Expeditor reflects an hourly rate of pay set at one dollar and twenty five cents (\$1.25) above the hourly rate of pay for the General Warehouse Worker classification.

2. — The classification of General Warehouse Freezer reflects an hourly rate of pay set at one dollar and twenty cents (\$1.20) above the hourly rate of pay for the General Warehouse classification.

3. — If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management discretion will be assigned as lead. The employee assigned as lead will be paid two dollars (\$2.00) at the rate of 10% above their normal hourly rate for all hours worked as lead.

|                                    |        |       |    | 6 months<br>experience | 12 months<br>experience |
|------------------------------------|--------|-------|----|------------------------|-------------------------|
| General Classification             |        |       |    |                        |                         |
| WH2                                |        | Ste-1 |    | Ste-2                  | Ste-3                   |
| Science Materials Center<br>Worker | Hourly | 16.98 | \$ | 17.98                  | 20.02                   |

2017-2020 Collective Bargaining Agreement  
Seattle School District & Teamsters Local Union No. 117

|                     |                     |               |                     |                    |
|---------------------|---------------------|---------------|---------------------|--------------------|
| <del>Monthly</del>  | <del>2,943.20</del> | <del>\$</del> | <del>3,116.53</del> | <del>\$</del>      |
| <del>3,470.13</del> |                     |               |                     |                    |
| <b>Annual</b>       | <b>\$ 35,318.40</b> | <b> </b>      | <b>37,398.40</b>    | <b>  41,641.60</b> |

**APPENDIX A - SALARY SCHEDULE 2019-2020**

Teamster's Local #117  
Warehouse Workers  
2019-20 Salary Schedule  
260 Day (WH1 and WH2)

APPENDIX A

| <u>General Classifications</u>            |               | <u>6 months</u>   |                 | <u>12 months</u>  |
|-------------------------------------------|---------------|-------------------|-----------------|-------------------|
|                                           |               | <u>experience</u> |                 | <u>experience</u> |
|                                           |               | <u>Step 1</u>     | <u>Step 2</u>   | <u>Step 3</u>     |
| <u>Extra Warehouse Worker</u>             | <u>Hourly</u> | \$ <u>21.21</u>   | \$ <u>22.43</u> | \$ <u>24.90</u>   |
| <u>General Warehouse Worker</u>           | <u>Hourly</u> | \$ <u>21.54</u>   | \$ <u>22.82</u> | \$ <u>25.36</u>   |
| <u>Warehouse Expeditor</u>                | <u>Hourly</u> | \$ <u>22.94</u>   | \$ <u>24.19</u> | \$ <u>26.74</u>   |
| <u>General Warehouse Worker - Freezer</u> | <u>Hourly</u> | \$ <u>22.88</u>   | \$ <u>24.14</u> | \$ <u>26.68</u>   |

Note: If the District supervisor leaves the worksite for one (1) day or more, then one (1) employee at management's discretion will be assigned as lead. The employee assigned as lead will be paid ten percent (10%) above their normal hourly rate for all hours worked as lead.

| <u>General Classification</u>          |               | <u>6 months</u>   |                 | <u>12 months</u>  |
|----------------------------------------|---------------|-------------------|-----------------|-------------------|
|                                        |               | <u>experience</u> |                 | <u>experience</u> |
|                                        |               | <u>Step 1</u>     | <u>Step 2</u>   | <u>Step 3</u>     |
| <u>Science Materials Center Worker</u> | <u>Hourly</u> | \$ <u>19.10</u>   | \$ <u>20.22</u> | \$ <u>22.53</u>   |

Teamsters Local 117 Warehouse (WH1) effective 9/1/19 with 3.0% increase  
Teamsters Local 117 Science Materials Center (WH2) effective 9/1/19 with 3.0% increase

MEMORANDUM OF UNDERSTANDING  
CONCERNING LABOR/MANAGEMENT COOPERATION

Between

SEATTLE SCHOOL DISTRICT NO. 1

And

TEAMSTERS LOCAL UNION NO. 117

~~Teamsters Local 117 Warehouse (WH1) effective 9/1/16 w 1.0%  
increase~~

~~Teamsters Local 117 Science Materials Center (WH2) effective 9/1/16  
with 1.00/0 increase~~

This Memorandum of Understanding is entered into by the Seattle School District No. 1 (District) and Teamsters Local Union No. 117 (Union). The parties have agreed that the provisions set forth herein shall expire on August 31, 202017. The agreements between the parties are as follows:

The District and the Union recognize that it is in their best interest to develop good on-going working relationships, a collaborative problem-solving mechanism and a collaborative way to deal with problems as they arise. One of the purposes of this Memorandum of Understanding is to develop trust, communication and cooperation.

Therefore, the parties agree to meet on a quarterly basis and discuss subjects of respective and/or mutual interest.

During negotiations, the parties agreed that if the District were to implement a Tuesday— Saturday shift, the assignment of ~~employee's~~employees to such shift shall be a subject of discussion at Labor Management.

Either side may request a speciallt meeting by providing reasonable notice to the other side.

To the extent that this Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this Memorandum shall control and any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this Memorandum of Understanding.