



# School Board Briefing/Proposed Action Report

**Informational** (no action required by Board)     **Action Report** (Board will be required to take action)

**DATE:** October 4, 2016  
**FROM:** Dr. Larry Nyland, Superintendent  
**LEAD STAFF:** Stan Damas, Executive Director of Labor & Employee Relations, 206-252-0294; Clover Codd, Assistant Superintendent of Human Resources, 206-252-0027.

## I. TITLE

Approval of the Collective Bargaining Agreement with Pacific Northwest Regional Council of Carpenters

**For Introduction:** November 2, 2016  
**For Action:** November 16, 2016

## II. WHY BOARD ACTION IS NECESSARY

Board action is necessary in order to approve the agreement because state law requires that the School Board shall fix all salaries for all District employees and approve benefit and leave policies. Board Policy No. 5020 requires that collective bargaining agreements be approved by the School Board.

## III. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$149,890 over three years. For each year of the agreement the Carpenters salary schedule will increase by 3%, inclusive of COLA, or COLA alone, whichever is more. The District also agrees to increase foreperson pay from an additional \$2.00 per hour to an additional \$3.00 per hour. There are 18 employees in this bargaining unit.

Expenditure:     One-time     Annual     Other Source

## IV. POLICY IMPLICATION

Board Policy No. 5020, Collective Bargaining, provides that all collective bargaining agreements must be approved by the Board.

## V. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute the 2016-2019 Collective Bargaining Agreement with the Pacific Northwest Regional Council of Carpenters in the form attached to the Board Action Report, with any minor additions, deletions, and modifications as deemed necessary or appropriate and to implement the terms of the agreement including the retroactive salary increases. The inadvertent payment of \$1,048 to employees prior to Board approval of this Agreement is ratified.

## **VI. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Audit & Finance Committee meeting on October 13, 2016. The Committee reviewed the motion and moved this item forward to the full Board for consideration.

## **VII. BACKGROUND INFORMATION**

The 2013-2016 Collective Bargaining Agreement between Seattle School District No. 1 and the Pacific Northwest Regional Council of Carpenters expired on August 31, 2016. The parties began negotiating a three-year contract on July 11, 2016, and reached a tentative agreement on a replacement contract on August 12, 2016. This Agreement was voted upon and approved by the Union's membership for ratification on Friday, August 26, 2016.

The Agreement is for a three-year term ending on August 31, 2019. For each year of the Agreement, the Carpenters salary schedule will increase by 3%, inclusive of COLA, or COLA alone, whichever is more. The District also agreed to increase foreperson pay from an additional \$2.00 per hour to an additional \$3.00 per hour. Other substantive changes include:

- Clarification that the Workload Availability Incentive (\$500 if no leave is used between August 1 and September 10) applies to all leave.
- Seniority from date of hire is clarified to include only time worked for the District, so employees with other intervening employment do not "leap-frog" employees with continuous District employment.
- Clarification that regular work time after an off-shift call-back is not automatically overtime and options are identified for returning to work after a call-back to enhance safety.
- Clarification that only management, or management-designated supervisors may authorize overtime.

## **VIII. STATEMENT OF ISSUE**

Whether to ratify the 2016-2019 Collective Bargaining Agreement with the Carpenters.

## **IX. ALTERNATIVES**

If the Board does not ratify this motion, the Carpenters will be working without a Collective Bargaining Agreement. Bargaining would need to resume.

## **X. RESEARCH AND DATA SOURCES / BENCHMARKS**

Not applicable.

## **XI. TIMELINE FOR IMPLEMENTATION / COMMUNITY ENGAGEMENT**

The Collective Bargaining Agreement shall be for three years and will expire on August 31, 2019. The Collective Bargaining Agreement will go into effect when approved by the School Board, but the pay raise as negotiated will be retroactive to September 1, 2016. As reported by staff at the Audit and Finance Committee meeting, the contractual wage increases effective September 1, 2016 called for by this agreement were inadvertently included on the October 1st

pay warrant resulting in the payment of approximately \$1,048 prior to Board approval. Pursuant to Audit and Finance Committee recommendation these payments were not recovered from employees however pay rates used to calculate pay warrants for the November 1 pay date were reduced to be consistent with prior Board action. If this agreement is approved and ratified by the Board, any contractually called for payments that had been delayed will be paid on the December 1 payroll. The Human Resources Department has modified its procedures for implementing collective bargaining agreements to ensure that in the future negotiated salary changes are only implemented after Board approval.

## **XII. ATTACHMENTS**

- Negotiated Contract with the Pacific Northwest Regional Council of Carpenters, including the Memorandum of Understanding by and Between Seattle School District No. 1 and Pacific Northwest Regional Council of Carpenters ESSB 5940 (clean – for approval)
- Negotiated Contract with the Pacific Northwest Regional Council of Carpenters, including the Memorandum of Understanding by and Between Seattle School District No. 1 and Pacific Northwest Regional Council of Carpenters ESSB 5940 (redline – for reference)



# **PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

**2016-2019 COLLECTIVE BARGAINING AGREEMENT**

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**PACIFIC NORTHWEST REGIONAL COUNCIL OF  
CARPENTERS**

Includes:

2016-2019 Collective Bargaining Agreement

2016-2017 Salary Schedule

2017-2018 Salary Schedule

2018-2019 Salary Schedule

Grievance Request Form

2016-2019 Memorandum of Understanding

**2016-2019 COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**and**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

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

Lorraine Wilson, Chief Negotiator  
Barbara Nahourai  
Denise McElhinney  
Bruce Skowyra  
Frank Griffin  
Larry Gottas

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

Jimmy Osborne, Chief Negotiator/Contract Administrator  
Jim Johnsen  
Tod Campbell  
Brian Gillespie  
Brian Hay

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

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS:**

\_\_\_\_\_  
Jimmy Osborne, Contract Administrator

**SEATTLE SCHOOL DISTRICT NO. 1:**

\_\_\_\_\_  
Larry Nyland, Superintendent

\_\_\_\_\_  
Clover Codd, Asst. Supt. of Human Resources

**2016-2019 COLLECTIVE BARGAINING AGREEMENT**

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**2016-2019**  
**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**SEATTLE SCHOOL DISTRICT NO. 1 and the**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

**ARTICLE I: RECOGNITION**

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

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

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

**ARTICLE III: MANAGEMENT RIGHTS**

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

- A. **Subcontracting**



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

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

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

#### **B. Small Works Process and Procedures**

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

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

*For more information on the Pacific NW Regional Council of Carpenters Apprenticeship Program, go to: [nwcarpenter.org](http://nwcarpenter.org) or [ctww.org](http://ctww.org).*

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

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

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

- B. The District will notify the Union of new hires and rehires who are to become members of an affiliated local by telephone or in writing on or before the first day of each month.
- C. It is also agreed that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the District with notification of the Union's intent to request discharge in fifteen (15) days if compliance is not met by the employee.

#### **ARTICLE V: DUES DEDUCTIONS**

- A. The District shall deduct union membership dues from the wages of each employee who has submitted a written authorization. Such deductions shall be transmitted monthly to the Union on behalf of the employees.
- B. The written authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement, whichever occurs sooner and shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the District and the Union, whichever shall be the shorter, unless written notice is given by the employee to the District, Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration for each period of one (1) year, or of each applicable collective bargaining agreement between the District and the Union, whichever occurs sooner.
- C. The Union will indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off of dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

#### **ARTICLE VI: REPRESENTATION**

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

## ARTICLE VII: DEFINITIONS

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

## ARTICLE VIII: HOURS AND OVERTIME

- A. **General Expectations:** The ability to work regularly is a requirement of continued employment. Employees must report all absences to his or her supervisor before the beginning of the employee's scheduled shift except in the case of an emergency.
- B. **Normal Work Schedule:** For regular employees, the normal work schedule Monday-Friday, will be forty (40) hours per week, eight (8) hours per day between the hours of 6:00 a.m. and 6:00 p.m., excluding a one-half (1/2) hour lunch period five (5) days per week. This shall not be construed as being a guarantee by the District of any particular number of hours.
- C. **Overtime:**
1. When an employee is compensated in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay.
  2. Work performed on Sundays and holidays shall be compensated at double time the employee's regular rate of pay.
  3. No pyramiding of overtime shall be allowed.

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

**D. Special Premium Pay:**

A premium of two dollars (\$2.00) shall be paid to employees who work a second shift (after 11:00 am) except for employees working on an overtime basis as an extension of their regular day shift. Employees assigned to work second shift will continue to receive the second shift two dollar (\$2.00) premium for temporary day shift assignments of two (2) weeks or less. Employees who are assigned a Monday through Friday shift shall receive time and one-half (1-1/2) for all Saturday work, unless the employee was in leave-without-pay status during that week.

- E. Refusal of Assignment Outside Regular Hours:** In assigning work for swing shift, the employer will first ask for volunteers; if enough people do not volunteer, the employer will assign people in inverse seniority order. If a significant hardship is created by assigning an employee to swing shift, the employer will review and verify the circumstances with the Union, and where appropriate, the employer will pass over this employee and assign the next least senior employee.

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

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

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

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

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

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

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

**ARTICLE IX: HOLIDAYS**

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

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

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

**ARTICLE X: LEAVES**

**A. Annual Leave:**

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

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

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

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

**B. Sick Leave:**

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

**C. Personal Leave:**

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

**D. Bereavement Leave:**

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

**E. Jury Duty and Court Appearances:**

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

**F. Unpaid Leaves:**

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

**G. Shared Leave:**

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

**H. Military Leave:**

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

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



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

**I. Family and Medical Leave Act (FMLA):**

The District will comply with current Federal and State statutes.

- J. In order to maximize the availability of all employees during the period that schools are most accessible, a five hundred dollar (\$500.00) peak workload availability incentive will be paid to all regular employees who do not use any leave during the period of August 1 through September 10. The incentive will be on the eligible employees' October paycheck following the incentive period each year. To be eligible to receive this incentive, an employee must be employed with the District and be a regular status or full-time temporary employee prior to July 1 of the incentive period. Management agrees to review exceptional circumstances if an employee has taken leave during the eligibility period and requests review prior to taking leave if possible and no later than three (3) days after returning to work. Management will provide notice if a requested exception is not approved.

**ARTICLE XI: INJURY WHILE ON DUTY**

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

**ARTICLE XII: RATES OF PAY**

**A. Payroll Schedules:**

1. Regular Employees shall be paid monthly.
2. Temporary Employees shall be paid twice per month.

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

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

**C. Lead Rates:**

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

**D. Rates of Pay:**

1. The 2016-17, 2017-18, and 2018-19 rates of pay shall be as set forth in Appendix A of this Agreement. For each year of the agreement the Carpenters salary schedule will increase by 3%, including COLA, or COLA alone, whichever is more.
2. The percentage increase will be designed to fully utilize the increased funding in accordance with legislative intent. Prior to the implementation of pass-through increases, the District will discuss with the Pacific Northwest Regional Council of Carpenters Union the appropriate amount and distribution of the funds.

3. In the event the State of Washington reduces salary or benefits for school district classified staff, the parties agree that further reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Carpenters Union the manner in which the reductions may be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
  4. Salary Schedule: Employees shall receive the wage rate as shown in Appendix A.
- E. **Overpayment retrieval:** Salary overpayments due to error shall be repaid to the District in accordance with State law.

### ARTICLE XIII: PENSION

#### A. Regular Employees:

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

#### B. Temporary Employees:

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

### ARTICLE XIV: SENIORITY

- A. **Probationary Period:** Newly hired employees to employment in the bargaining unit, and/or employees who have been rehired to employment in the bargaining unit shall complete a five (5) month probationary period. At the conclusion of such probationary period, the employee will be credited with seniority for service time from his/her initial date of hire, less any time not spent working in the bargaining unit and will be granted full rights as outlined in Article XIV.
1. Temporary employment worked without a break in service of no more than one hundred and eighty (180) calendar days prior to regular appointment counts toward the five (5) month probationary period when the employee is hired into a regular position or attains regular employee status as provided in Article VII-B-2.
  2. A break in service shall not be created for the sole purpose of creating an additional probationary period or to prevent a temporary employee from attaining regular employee status.
- B. **Determination of Seniority:** In determining seniority, no deductions shall be made because of illness, accident, layoff or leave of absence when such time off does not exceed twenty-four (24) months.
- C. **Loss of Seniority:** Any employee shall lose seniority under this Agreement for the following reasons:
1. Voluntary termination as a member of the bargaining unit.
  2. Discharge for cause.

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

**D. Layoff Notification:**

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

**E. Short Calls:** The District may, if it chooses, use short calls of ten (10) days or less for the purpose of eliminating the waiting period created by a seniority recall order.

**F. Determination of Layoffs and Recalls:** The District and the Union agree that length of service and skills required shall determine layoffs and recalls.

**G. Military Service:** An employee called into military service shall not lose any seniority to which entitled under the law. An employee's seniority date will not be affected by any period of paid Military Leave or the use of leave without pay (LWOP) while on unpaid Military Leave as provided in Article X, Section H.

**H. Temporary Employees:** Temporary employees shall not be used to replace regular employees with seniority unless those regular employees with seniority are unavailable as defined in Article XIV-C.

**ARTICLE XV: PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT PLAN**

**A.** Performance evaluations will be conducted as follows:

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

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

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

#### **ARTICLE XVI: DISCIPLINE AND DISCHARGE OF EMPLOYEES**

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

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

The District shall make available funds to contribute toward premiums of District-approved or union group insurance programs.

- A. For each year of the agreement, the District shall contribute the classified State allocation for insurance per regular FTE employee. The District shall also pay the State the retiree carve-out above this amount.
- B. Temporary Employees:
  - 1. The District shall provide health and welfare contributions for temporary employees based upon the same hourly equivalent as those contributions made for the externally employed members of their respective craft or the amount specified by each health and welfare trust. Any District contribution in excess of the group insurance premium charged by the respective union health and welfare trust shall be allocated to the temporary employee's union pension fund account. The rates shall be effective September 1 of each year and shall be in effect for that fiscal year.
  - 2. In the event that a trust fund refuses to accept the health and welfare contribution on behalf of a temporary employee, then such temporary employee shall be paid an hourly premium in lieu of health and welfare benefits. Such premium shall be equal to the hourly contribution for the respective craft.
  - 3. For temporary employees attaining regular employee status as provided in Article VII-B-2, enrollment in the benefit program for regular employees shall occur within the first thirty-one (31) days after attaining regular employee status.

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

#### **ARTICLE XVIII: GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XIX: SAVINGS CLAUSE**

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

#### **ARTICLE XX: WORK STOPPAGE**

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



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

#### **ARTICLE XXI: JURISDICTIONAL DISPUTES**

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

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

#### **ARTICLE XXII: HIRING**

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

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

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

#### **ARTICLE XXIV: PROTECTION OF EMPLOYEES AND PROPERTY**

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

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

#### **ARTICLE XXV: APPRENTICESHIP PROGRAM**

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

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

**Effective 9/1/2016**

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

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

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

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

**Effective 9/1/2017**

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

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

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

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

**Effective 9/1/2018**

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

---

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

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

**APPENDIX B: GRIEVANCE REVIEW REQUEST**

**Carpenters  
GRIEVANCE REVIEW REQUEST**

**DESTINATION:**

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

**GRIEVANCE NUMBER:**

**Trades#:**

**District#:**

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

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

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

**ESSB 5940**

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

- (a) on “promoting health care innovations and cost savings and significantly reducing administrative costs;”
- (b) “toward employee premiums that are established to ensure that full family coverage premiums are not more than three times the premiums for employees purchasing single coverage for the same coverage plan, unless a subsequent premium differential target is defined as a result of the review and subsequent actions described in section 6 of this act;” and
- (c) to “offer employees at least one health benefit plan that is a high deductible health plan offered in conjunction with a health savings account in which the employee share of the premium cost for a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the share of premium cost paid by state employees during the state employee benefits year that started immediately prior to the school year.”

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

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



## **PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

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

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**PACIFIC NORTHWEST REGIONAL COUNCIL OF  
CARPENTERS**

Includes:

2016~~3~~-2016~~9~~ Collective Bargaining Agreement

2016~~3~~-2014~~7~~ Salary Schedule

2014~~7~~-2015~~8~~ Salary Schedule

2018~~5~~-2016~~9~~ Salary Schedule

Grievance Request Form

2013~~6~~-2016~~9~~ Memoranduma of Understanding



**2013~~6~~-2019~~6~~ COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**and**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

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

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

~~Terry Meisenburg~~ Lorraine Wilson, Chief Negotiator  
Negotiator/Contract Administrator  
Barbara Nahouraii ~~Eva Edwards~~  
Denise McElhinney

~~Jeff Skillman~~ Jimmy Osborne, Chief  
Negotiator  
Jim Johnsen  
Tod Campbell ~~Elaine Williams~~

Bruce Skowrya  
Frank Griffin  
Larry Gottas

Brian Gillespie  
Brian Hay

In witness whereof, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2014~~6~~.

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS:**

~~Jeff Skillman, Business Representative~~ Jimmy Osborne, Contract  
Administrator

**SEATTLE SCHOOL DISTRICT NO. 1:**

~~Jose Banda~~Larry Nyland, Superintendent  
~~Meisenburg~~Clover Codd, Chief Negotiator Asst. Supt. of Human Resources  
~~Terry~~

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**2013~~6~~-2019~~6~~ COLLECTIVE BARGAINING AGREEMENT**

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**2013~~6~~-2019~~6~~**  
**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**SEATTLE SCHOOL DISTRICT NO. 1 and the**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

#### **ARTICLE I: RECOGNITION**

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

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

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

#### **ARTICLE III: MANAGEMENT RIGHTS**

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

##### **A. Subcontracting**

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

exception to the foregoing commitment not to subcontract unless all of the Core Group of employees are working, the District may still subcontract if any of the following conditions occur:

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

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

#### **B. Small Works Process and Procedures**

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

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

*For more information on the Pacific NW Regional Council of Carpenters Apprenticeship Program, go to: [nwcarpenter.org](http://nwcarpenter.org) or [ctwww.org](http://ctwww.org).*

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

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

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

- B. The District will notify the Union of new hires and rehires who are to become members of an affiliated local by telephone or in writing on or before the first day of each month.
- C. It is also agreed that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the District with notification of the Union's intent to request discharge in fifteen (15) days if compliance is not met by the employee.

#### ARTICLE V: DUES DEDUCTIONS

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- A. The District shall deduct union membership dues from the wages of each employee who has submitted a written authorization. Such deductions shall be transmitted monthly to the Union appropriate local union on behalf of the employees ~~involved~~.
- B. The written authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement, whichever occurs sooner and shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the District and the Union, whichever shall be the shorter, unless written notice is given by the employee to the District, Union appropriate local union, not more than twenty (20) days and not less than ten (10) days prior to the expiration for each period of one (1) year, or of each applicable collective bargaining agreement between the District and the Union, whichever occurs sooner.
- C. The Union will indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off of dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

#### ARTICLE VI: REPRESENTATION

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

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#### ARTICLE VII: DEFINITIONS

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



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

#### ARTICLE VIII: HOURS AND OVERTIME

- A. **General Expectations:** The ability to work regularly is a requirement of continued employment. Employees must report all absences to his or her supervisor before the beginning of the employee's scheduled shift except in the case of an emergency.
- B. **Normal Work Schedule:** For regular employees, the normal work schedule Monday-Friday, will be forty (40) hours per week, eight (8) hours per day between the hours of 6:00 a.m. and 6:00 p.m., excluding a one-half (1/2) hour lunch period five (5) days per week. This shall not be construed as being a guarantee by the District of any particular number of hours.
- C. **Overtime:**
1. When an employee is compensated ~~authorized to work~~ in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay.
  2. Work performed on Sundays and holidays shall be compensated at double time the employee's regular rate of pay.
  3. No pyramiding of overtime shall be allowed.
  4. All overtime must be authorized, in advance, by Management or the management-designated ~~appropriate~~ supervisor. The appropriate craft and personnel will be dispatched.
  5. The Foreperson may assign mandatory overtime.
  6. When an employee is called backout to work ~~without at least eight (8) hours off since his/her previous shift~~, all such call backout time shall be paid at the overtime rate ~~until he/she has had eight~~

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~~(8) hours off.~~ To provide flexibility and encourage employees to be as safe as possible, there are options:

a. The employee's next regular shift is adjusted so that the employee works his/her shift beginning from the end of the call back time.

b. The employee's next regular shift is adjusted so that the employee has an eight (8) hour break between the end of call back time and the beginning of the next shift.

~~6-c.~~ The District can authorize a rest period for the employee on paid time during the employee's next regular shift.

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

**D. Special Premium Pay:**

A premium of two dollars (\$2.00) shall be paid to employees who work a second shift (after 11:00 am) except for employees working on an overtime basis as an extension of their regular day shift. Employees assigned to work second shift will continue to receive the second shift two dollar (\$2.00) premium for temporary day shift assignments of two (2) weeks or less. Employees who are assigned a Monday through Friday shift shall receive time and one-half (1-1/2) for all Saturday work, unless the employee was in leave-without-pay status during that week, over 40 hours. Those assigned a Tuesday through Saturday shift shall receive time and one-half (1-1/2) for all Saturday work.

**E. Refusal of Assignment Outside Regular Hours:** In assigning work for swing shift, the employer will first ask for volunteers; if enough people do not volunteer, the employer will assign people in inverse seniority order. If a significant hardship is created by assigning an employee to swing shift, the employer will review and verify the circumstances with the Union, and where appropriate, the employer will pass over this employee and assign the next least senior employee.

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

**F. Call Back:** Any employee who is required to return to work after the end of his/her regular shift shall be paid a minimum of four (4) hours pay at his/her appropriate rate.

**G.** In situations where the employee does not have to return to work (works on-line) the employee will be compensated for time worked at one and one-half (1½) times the individual employee's hourly rate of pay for regular shift; time will be rounded up to the nearest 15 minutes, with a 30 minute minimum. If called back by management while on approved vacation or personal leave time the work time will be paid at double the regular rate of pay.

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

**I. Lunch Period:** The District shall establish a regular non-paid lunch period for each employee. In the event an employee is required to perform work beyond five (5) hours without lunch the employee shall receive one-half (1/2) hour penalty pay at the applicable overtime rate and shall also receive time to eat.

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

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

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

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

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#### ARTICLE IX: HOLIDAYS

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

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

- B. The District shall pay each regular employee at his/her straight-time hourly base rate not to exceed eight (8) hours for each of the above designated holidays when not worked. In order to qualify for holiday pay, an employee must have worked his/her last scheduled workday before and his/her first scheduled workday after the holiday. Exception will be made in cases where absence on the workday

prior to or the workday following was due to annual leave, injury, bona fide illness covered by a doctor's certificate, or temporary layoff of less than thirty (30) days.

C. The actual days observed shall be as designated on the calendar adopted by the School Board.

**ARTICLE X: LEAVES**

**A. Annual Leave:**

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

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

2. Such Annual Leave entitlement shall be prorated where unpaid absences exceed thirty (30) days in the twelve (12) months preceding the anniversary date.
3. Current employees shall be credited with Annual Leave based on their length of service.
4. No Annual Leave can be taken before earned.
5. Annual Leave days to a limit of thirty (30) may be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than thirty (30) Annual Leave days at time of termination. Any balance over thirty (30) days may be applied to scheduled Annual Leave prior to termination.
6. The scheduling of Annual Leave days shall be at the discretion of management, and the employee, based upon operational need.
  - a. In establishing vacation schedules, each craft must retain enough staff to cover anticipated operational needs.

b. Vacation Request Process

i. An employee's annual leave request should be provided to management in writing thirty (30) days in advance of the leave. Annual leave requests that are submitted less than thirty (30) days in advance may not be granted, and annual leave will not be granted if the employee has an insufficient leave balance. Approval for short-notice, incidental leave of 1-3 days will not be unreasonably withheld. Vacation conflicts will initially be worked out between employees within the same unit. It may not be possible to grant all employees the annual leave they would prefer. If an agreement cannot be reached, information will be reviewed by management to determine the schedule. Management will respond to the employees' leave request in three (3) working days.

b. Approval for short-notice, incidental leave of less than 1 day up to -3 days will be pre-authorized by the supervising foreperson and notice of leave must be submitted to management timely. Incidental leave will not be unreasonably withheld.

ii. In order to maximize the availability of all trades employees during the period that schools are most accessible, a five hundred dollar (\$500.00) peak workload availability incentive will be paid to all regular employees who do not use any leave during the period of August

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~~1 through September 10. The incentive will be on the eligible employees' October paycheck following the incentive period each year. To be eligible to receive this incentive, an employee must be employed with the District and be a regular status employee prior to July 1 of the incentive period. Management agrees to review exceptional circumstances if an employee has taken leave during the eligibility period.~~

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

**B. Sick Leave:**

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

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**C. Personal Leave:**

1. Two (2) days [one (1) day if hired on or after March 1] of Personal Leave shall be available per fiscal year (September 1 through August 31) to regular employees for hardships or other pressing needs and will be granted in situations which require absence during working hours for purposes of transacting or attending to personal or legal business or family matters. Such days shall not accumulate from year to year.
2. The conditions for granting Personal Leave are as follows:

- a. The situation must have been suddenly precipitated and must be of such nature that pre-planning was not possible, or such that pre-planning could not have eliminated the need for the leave; and,
- b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.

**D. Bereavement Leave:**

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

**E. Jury Duty and Court Appearances:**

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

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**F. Unpaid Leaves:**

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

**G. Shared Leave:**

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

**H. Military Leave:**

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

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

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#### I. Family and Medical Leave Act (FMLA):

The District will comply with current Federal and State statutes.

- J. In order to maximize the availability of all employees during the period that schools are most accessible, a five hundred dollar (\$500.00) peak workload availability incentive will be paid to all regular employees who do not use any leave during the period of August 1 through September 10. The incentive will be on the eligible employees' October paycheck following the incentive period each year. To be eligible to receive this incentive, an employee must be employed with the District and be a regular status or full-time temporary employee prior to July 1 of the incentive period. Management agrees to review exceptional circumstances if an employee has taken leave during the eligibility period and requests review prior to taking leave if possible and no later than three (3) days after returning to work. Management will provide notice if a requested exception is not approved.

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#### ARTICLE XI: INJURY WHILE ON DUTY

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

#### ARTICLE XII: RATES OF PAY

A. **Payroll Schedules:**

1. Regular Employees shall be paid monthly.
2. Temporary Employees shall be paid twice per month.
3. If regular employees are laid off, they will be paid off within ten (10) days of the layoff date.
4. ~~Effective September 1, 2008, all~~ employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case by case basis.

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

C. **Lead Rates:**

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1. Management shall appoint a General Foreperson when five (5) or more Journeypersons are directly assigned to work for them. General Forepersons have the following responsibilities: supervision of the workers and/or contractors; material requisition planning and scheduling; approves employee payroll and work order time; knowledge or codes and provides electrical, structural, mechanical, etc. expertise. The General Foreperson pay shall be reflected in Appendix A.
2. Management shall appoint a Foreperson for work orders and/or projects requiring multiple Journeypersons or the Foreperson has the following responsibilities; supervision of the scope of work; material requisition, and planning and scheduling. In the event that mutual agreement on the need for supervisor staffing cannot be reached between the general foreperson and first-line management, the matter may be taken up by the Union with the Director of Facilities Operations or designee. Only regular employees (including temporary employees who have attained regular status) are eligible to be assigned Foreperson or Foreperson responsibilities.
3. If a General Foreperson or Foreperson is absent for three (3) or more working days, the District shall appoint a temporary General Foreperson or Foreperson to replace him/her. District Management may appoint a temporary General Foreperson or Foreperson for absences of less than three (3) days.
4. The Foreperson or General Foreperson will be compensated for all hours worked at the Foreperson's or General Foreperson's hourly rate of pay as assigned including work during an overtime period and for any paid holidays occurring after the temporary assignment is made. Any other hours on a paid leave status occurring during the period of the temporary assignment will be compensated at the individual's regular rate of pay.
5. The temporary Foreperson or General Foreperson will assume the same responsibilities of a regular Foreperson or General Foreperson and will be expected to establish work plans; dispatch individual workers and crews; review and sign timesheets, as appropriate; prepare requisitions and approve invoices; respond to emergencies as required of this position, and maintain good relations with schools and staff. A temporary Foreperson will not be assigned when the project or work order is less than required per C: Lead Rates.
6. ~~The parties agree that forepersons shall be paid an additional one year after the ratification of the contract (on or about March 2015) Labor Management will review the effectiveness of the \$2.00\$3.00 per hour Foreperson structure. Prior to the one year review, monthly Labor Management meetings will include a discussion of the implementation. If the parties are not satisfied with the model, they will revert to the .75 cents an hour Lead model for the remainder of the contract.~~

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**D. Rates of Pay:**

1. The ~~2016-17, 2017-18, and 2018-19~~2013-2014, 2014-2015 and 2015-2016 rates of pay shall be as set forth in Appendix A of this Agreement. ~~The~~For each year of the agreement the Carpenters salary schedule will increase by 3%, including COLA, or COLA alone, whichever is more~~include a 1.45% increase in 2013-2014, a 1.82% increase in 2014-2015 and a 1.0% increase in 2015-2016.~~
2. The percentage increase will be designed to fully utilize the increased funding in accordance with legislative intent. Prior to the implementation of pass-through increases, the District will discuss with the Pacific Northwest Regional Council of Carpenters Union the appropriate amount and distribution of the funds.
3. In the event the State of Washington reduces salary or benefits for school district classified staff, the parties agree that further reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Carpenters Union the manner in which the reductions may be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
4. Salary Schedule: Employees shall receive the wage rate as shown in Appendix A.

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

**ARTICLE XIII: PENSION**

**A. Regular Employees:**

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

**B. Temporary Employees:**

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

**ARTICLE XIV: SENIORITY**

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

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1. Temporary employment worked without a break in service of no more than one hundred and eighty (180) calendar days prior to regular appointment counts toward the five (5) month probationary period when the employee is hired into a regular position or attains regular employee status as provided in Article VII-B-2.

2. A break in service shall not be created for the sole purpose of creating an additional probationary period or to prevent a temporary employee from attaining regular employee status.
- B. **Determination of Seniority:** In determining seniority, no deductions shall be made because of illness, accident, layoff or leave of absence when such time off does not exceed twenty-four (24) months.
- C. **Loss of Seniority:** Any employee shall lose seniority under this Agreement for the following reasons:
1. Voluntary termination as a member of the bargaining unit.
  2. Discharge for cause.
  3. Failure to return to work within five (5) working days after receipt of written notice of recall from layoff. The District shall be responsible to provide such written notice to the employee with a copy to the Union. Receipt of notice by the Union begins the five (5) working day recall period.
  4. Failure to return to work promptly after an authorized leave of absence.
  5. Layoff for a period of twenty-four (24) months or longer, less time spent not working for the District.
  6. It shall be the employee's responsibility to keep the union and District informed of current address and telephone numbers.
- D. **Layoff Notification:**
1. Employees with three (3) years of service: Employees who have a minimum of three (3) years seniority shall be given one (1) week's notice prior to layoff.
  2. Employees with six (6) or more years of service: Employees with six (6) or more years seniority shall be given two (2) weeks' notice prior to layoff.
- E. **Short Calls:** ~~The Union's signatory hereto shall allow~~ The District may, if it chooses, ~~to~~ use short calls of ten (10) days or less for the purpose of eliminating the waiting period created by a seniority recall order.
- F. **Determination of Layoffs and Recalls:** The District and the Union agree that length of service and skills required shall determine layoffs and recalls.
- G. **Military Service:** An employee called into military service shall not lose any seniority to which entitled under the law. An employee's seniority date will not be affected by any period of paid Military Leave or the use of leave without pay (LWOP) while on unpaid Military Leave as provided in Article X, Section H.
- H. **Temporary Employees:** Temporary employees shall not be used to replace regular employees with seniority unless those regular employees with seniority are unavailable as defined in Article XIV-C.

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#### ARTICLE XV: PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT PLAN

- A. Performance evaluations will be conducted as follows:
1. All new hires will receive performance expectations at the start of their probationary period.
  2. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.

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

#### **ARTICLE XVI: DISCIPLINE AND DISCHARGE OF EMPLOYEES**

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

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

The District shall make available funds to contribute toward premiums of District-approved or union group insurance programs.

- A. For each year of the agreement, the District shall contribute the classified State allocation for insurance per regular FTE employee. The District shall also pay the State the retiree carve-out above this amount.
- B. Temporary Employees:
1. The District shall provide health and welfare contributions for temporary employees based upon the same hourly equivalent as those contributions made for the externally employed members of their respective craft or the amount specified by each health and welfare trust. Any District

contribution in excess of the group insurance premium charged by the respective union health and welfare trust shall be allocated to the temporary employee's union pension fund account. The rates shall be effective September 1 of each year and shall be in effect for that fiscal year.

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

3. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this agreement shall be interpreted or applied so as to place the District in breach of State law or subject the District to a State funding penalty.

#### ARTICLE XVIII: GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIX: SAVINGS CLAUSE

Commented [GAR21]: TA 8/11/2016

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

#### **ARTICLE XX: WORK STOPPAGE**

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

#### **ARTICLE XXI: JURISDICTIONAL DISPUTES**

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

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

#### **ARTICLE XXII: HIRING**

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

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

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

Commented [GAR22]: TA 8/11/2016

This Agreement shall become effective when signed by all parties and will run through August 31, ~~2016~~2019, ~~subject to an annual reopener on wage rates as provided in Article XII, Section D.1.~~ Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least sixty (60), but no more than ninety (90), days prior to the expiration date of the Agreement.

#### **ARTICLE XXIV: PROTECTION OF EMPLOYEES AND PROPERTY**

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

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

#### **ARTICLE XXV: APPRENTICESHIP PROGRAM**

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



APPENDIX A: ~~2013-2014~~2016-2017 Salary Schedule

Effective 9/1/201~~3~~6

TRADE		WAGE RATE
Carpenter	Hourly	\$ <del>28.53</del> 30.82
	Monthly	\$ <del>5,341.85</del> 4,944.84
	Annual	\$ \$ <del>64,102</del> 59,338.00
General Foreperson	Hourly	\$ <del>40.89</del> 37.85
	Monthly	\$ <del>7,086.89</del> 6,560.84
	Annual	\$ <del>85,043</del> 78,730.00

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

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

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~~2013-14 Carpenters Salary Schedule with 1.45% increase effective 9/1/13.~~

APPENDIX A cont'd: ~~2017-2018~~ ~~2014-2015~~ Salary Schedule

Effective 9/1/2017

TRADE		WAGE RATE
Carpenter	Hourly	\$ 31.74 <del>\$ 29.05</del>
	Monthly	\$ 5,502.10 <del>\$ 5,034.80</del>
	Annual	\$ 66,025 <del>\$ 60,418.00</del>
General Foreperson	Hourly	\$ 42.11 <del>\$ 38.54</del>
	Monthly	\$ 7,299.49 <del>\$ 6,680.25</del>
	Annual	\$ 87,594 <del>\$ 80,163.00</del>

4. Forepersons shall be paid a \$23.00 premium in addition to their regular hourly rate.

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

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~~2014-15 Carpenters Salary Schedule with 1.82% increase effective 9/1/14.~~

APPENDIX A cont'd: ~~2015-2016~~ Salary Schedule

Effective 9/1/2015

TRADE		WAGE RATE
Carpenter	Hourly	\$ 31.74 <del>\$ 29.34</del>
	Monthly	\$ 5,502.10 <del>\$ 5,085.15</del>
	Annual	\$ 66,025 <del>\$ 61,022.00</del>
General Foreperson	Hourly	\$ 42.11 <del>\$ 38.93</del>
	Monthly	\$ 7,299.49 <del>\$ 6,747.05</del>
	Annual	\$ 87,594 <del>\$ 80,965.00</del>

~~1. Forepersons shall be paid a \$23.00 premium in addition to their regular hourly rate.~~

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

2015-16 Carpenters Salary Schedule with a 1% increase or COLA, whichever is higher, effective 9/1/15.

**APPENDIX B: GRIEVANCE REVIEW REQUEST**

**Carpenters  
GRIEVANCE REVIEW REQUEST**

**DESTINATION:**

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

**GRIEVANCE NUMBER:**

**Trades#:**

**District#:**

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

	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Step 3 AAA Date:	AAA Participants:	Name of Arbitrator:	Response Date:

**MEMORANDUM OF UNDERSTANDING  
CONCERNING WORKPLACE BEHAVIOR  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1  
AND  
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

Commented [GAR23]: Deleted and replaced with language within the contract, Article VI § B.

This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 and the Pacific Northwest Regional Council of Carpenters. The parties have agreed that the provisions set forth herein shall expire August 31, 2016. The agreements between the parties are as follows:

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

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

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

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

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**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS  
ESSB 5940**

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

- (a) on "promoting health care innovations and cost savings and significantly reducing administrative costs;"
- (b) "toward employee premiums that are established to ensure that full family coverage premiums are not more than three times the premiums for employees purchasing single coverage for the same coverage plan, unless a subsequent premium differential target is defined as a result of the review and subsequent actions described in section 6 of this act;" and
- (c) "offer employees at least one health benefit plan that is a high deductible health plan offered in conjunction with a health savings account in which the employee share of the premium cost for a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the share of premium cost paid by state employees during the state employee benefits year that started immediately prior to the school year."

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

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