



2023 – 2026 Collective Bargaining Agreement Between Seattle School District No. 1 and Teamsters Local No. 117

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Seattle Public Schools Human Resources Department

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Between
Seattle School District No. 1

And

Teamsters Local Union No. 117
Affiliated with the
International Brotherhood of Teamsters



Term of Agreement
September 1, 2023 – August 31, 2026

2023 – 2026 COLLECTIVE BARGAINING AGREEMENT

between


SEATTLE SCHOOL DISTRICT NO. 1

and

TEAMSTERS LOCAL UNION NO. 117
Affiliated with the International Brotherhood of Teamsters

In witness thereof, the parties hereto have executed this Agreement on 2/2/2024.

For Seattle School District No. 1

DocuSigned by:

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 Dr. Brent Jones
 Superintendent
 2/2/2024
 Date signed

For the International Brotherhood of Teamsters,
Teamsters Local No. 117

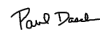
DocuSigned by:

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 Paul Dascher
 Secretary-Treasurer
 2/1/2024
 Date signed

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

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

ARTICLE 1: RECOGNITION AND AGREEMENT

SECTION A. RECOGNITION

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

SECTION B. MANAGEMENT RIGHTS

1. Except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the District's inherent and traditional right to manage its business and operations, including but not limited to: hire; evaluate; discipline for just cause; maintain the discipline and efficiency of its employees; lay off; establish, change and direct reasonable methods and processes of doing work; introduce new and improved work methods or equipment; determine the starting and quitting times and the number of hours to be worked; and, the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business and to require their observance.
2. The District agrees to notify the Union of changes to its rules and regulations in a timely manner.

SECTION C: PAYROLL DEDUCTIONS AND NEW EMPLOYEE ORIENTATION

1. The District agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments, and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

2. The performance of this function is recognized as a service by the District and the District shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.
3. The Union agrees to indemnify and hold the District harmless from all claims demands, suits or other forms of liability that arise against the District for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
4. The District will provide Unions access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the Union's bargaining unit.
5. The Union Representative and a shop steward/member leader will have at least thirty (30) minutes to conduct any Union-conducted New Employee Orientation (NEO). This time may also be spent to meet one on one with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location. Additional release time for representatives and new hires to meet may be provided upon mutual agreement.
6. At least five (5) working days before the date of the NEO, the District shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
7. The Union meeting and NEO shall satisfy the District's requirement to provide a New Employee Orientation Union Presentation under Washington State law.
8. The District, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the Seattle School District.

SECTION D: DURATION AND APPLICATION OF THE AGREEMENT

1. This Agreement shall be effective when signed by both parties and runs through August 31, 2026, except for those provisions, which are changed from the immediate past Agreement. Provisions which are changed from the immediate past Agreement shall be effective on the date of the execution of this Agreement except where the change is stated to be effective on a specific date. This Agreement shall remain in effect through August 31, 2026. Should any party desire to change, modify or terminate this Agreement on August 31, 2026, written notice shall be given sixty (60) days prior to that date.
2. This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.
3. If any Article or item of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.
4. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Union.

5. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
6. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of the agreements between the District and the Union pursuant to Chapter 41.56 RCW.

SECTION E: NATIONAL EMERGENCIES

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

SECTION F: TRANSFER OF RIGHTS

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

SECTION G: STRIKES AND LOCKOUTS

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

SECTION H: EXTRA AGREEMENTS

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

SECTION I: FREEZER WORK

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

ARTICLE 2: RIGHTS AND RESPONSIBILITIES

SECTION A: NON-DISCRIMINATION

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

SECTION B: AFFIRMATIVE ACTION

1. The District and the Union agree with and support the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with Title VII, Title IX of the Civil Rights Act of 1964 and/or Washington State statutes, including federal laws, rules and regulations.

SECTION C: COMMUNICATION RIGHTS AND PRIVILEGES

1. The Union shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided at the work location by the District.
2. Authorized agents of the Union shall have access to the District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.

SECTION D: EMPLOYEE APPEARANCE

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

SECTION E: DISCIPLINE AND DISCHARGE

1. Notice of warning, suspension or discharge must be in writing and dated.
2. As a condition precedent to any suspensions or discharges, the District must have given the employee a written warning notice wherein facts forming the grounds of the District's dissatisfaction are clearly set forth. The facts therein set forth must be of the same type as those upon which the suspension or discharge is founded. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.
3. Copies of all warning notices, suspensions or discharges shall immediately be forwarded to the Union.

4. Warning notices not given and suspensions and discharges, except as hereinafter provided, not executed within fifteen (15) working days of any given incident are null and void. Warning notices given within fifteen (15) working days of any given incident shall be null and void for purposes of progressive discipline after nine (9) months. However, such notice(s) may be retained by the District and used as evidence of a pattern of misconduct and/or evidence of notice.
5. EXCEPTION: Warning notices are not necessary for grounds such as, but not limited to, dishonesty, recklessness, insubordination, carrying unauthorized passengers while operating District vehicles, possession, sale or use of dangerous drugs or narcotics or drinking related to employment, no show/no call for three (3) or more work days. Such discharges or suspensions must be executed within fifteen (15) working days of the occurrence of the incident forming the grounds. However, if the District's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within fifteen (15) working days of the time the District acquires knowledge of same. Dishonesty includes, but is not limited to: stealing time, materials, money or equipment.
6. Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment. Further, except for surveillances by on-duty officers of the law, discharges or suspensions, under these exceptions, based on reckless driving, must not be founded upon evidence secured directly or indirectly through surveillance.
7. Any employee(s) has the right to request an investigation, by the Union, of any warning notice, suspension or discharge provided such request is made within ten (10) calendar days of receipt of same, otherwise the right to request an investigation is waived. The day of receipt of warning notice, suspension or discharge shall be excluded in figuring time. If the tenth (10th) day falls on a Saturday, Sunday or holiday, the next following normal day of work shall be considered the tenth (10th) and last day.
8. Grievances arising as a result of any such investigation shall be settled in accordance with provisions of the Settlement of Grievances Article.
9. The ability to work regularly is a condition of continued employment. However, this provision shall not supersede any other provision of this Collective Bargaining Agreement or Federal, State or Municipal law.
10. All provisions of this Section are subject to the just cause provision of Article 1, Section B.

ARTICLE 3: DEFINITIONS

SECTION A: EMPLOYEES

For the purpose of this Agreement, "employee" shall mean a person employed by the District in one of the classifications listed in Appendix A.

SECTION B: REGULAR EMPLOYEES

1. A regular employee is defined as an employee who is actively on the payroll and normally assigned to work twelve (12) months per year, forty (40) hours per week.

2. A regular employee may be so designated at the time of hire or will become a regular employee upon successfully completing five (5) months in any twelve (12) consecutive month period of employment with a minimum of seventy (70) hours of regular compensation in each of those months.
3. A regular employee shall be employed on a probationary status for their first six (6) months as a regular employee, during which time they may be terminated without recourse to the provisions of Article 8: Settlement of Grievances.
 - a. Temporary employment of no more than sixty (60) work days prior to the effective date as a regular employee counts toward the six (6) month probationary period when the employee is hired or by effect of Article 3, Section C.1.a, below, transitions into a regular position.

SECTION C: TEMPORARY EMPLOYEES

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

ARTICLE 4: HOURS OVERTIME AND HOLIDAYS

SECTION A: WORK WEEKS AND OVERTIME

1. All regular employees who have been employed for at least the preceding thirty (30) consecutive work days on beginning the work week shall be guaranteed forty (40) hours work or pay, except in emergencies beyond the District's control, or where the employee quits, fails to report for work, or is terminated for just cause.
2. Standard Work Week:
 - a. Five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, inclusive, shall constitute a standard work week. All hours over eight (8) per day and forty (40) per week shall be paid at time and one-half (1.5x) the employee's regular rate of pay.
 - 1) Saturday shall be a premium day and anyone called to work on Saturday shall be guaranteed four (4) hours pay at the rate of time and one-half (1.5X) any work performed after eight (8) hours on Saturday shall be paid at double time (2x).

- 2) If called to work on Sunday, an employee shall receive double time (2X). The District may call an employee on Sunday for four (4) hours or less, and they shall receive four (4) hours pay at the scheduled overtime rate. If the employee works four (4) to eight (8) hours, they shall receive eight (8) hours pay at the scheduled overtime rate.
- b. In the event the District begins Saturday classes and chooses to schedule a Saturday shift, it shall be a Tuesday through Saturday day shift and shall be bid by seniority; there shall be a \$2.00 per/hour premium for Saturday work. All hours over eight (8) per day and forty (40) per week shall be paid at time and one-half (1.5x) the employee's regular rate of pay. If called to work on Sunday, an employee shall receive time and one-half (1.5x) the employee's regular pay. If called to work on Monday, an employee shall receive double time (2x) the employee's regular pay.
 - 1) Sunday shall be a premium day and anyone called to work on Sunday shall be guaranteed four (4) hours pay at the rate of time and one-half (1.5X) the employee's regular pay, any work performed beyond eight (8) hours on Sunday shall be paid at double time (2x).
 - 2) If called to work on Monday, an employee shall receive double time (2X). The District may call an employee on Monday for four (4) hours or less, and they shall receive four (4) hours pay at the scheduled overtime rate. If the employee works four (4) to eight (8) hours, they shall receive eight (8) hours pay at the scheduled overtime rate.
3. Flexible Work Week: Notwithstanding item 2 above, the District has the option to establish a Flexible Work Week that consists of four (4) non-consecutive days, ten (10) consecutive hours. Employees who work the Flexible Work Week shall receive three (3) days off per week, two (2) of which shall be Saturday and Sunday.
 - a. All hours in excess of ten (10) per day and forty (40) per week shall be paid at time and one-half (1.5X) the employee's regular rate of pay provided that all hours worked in excess of five (5) compensable days and fifty (50) compensable hours shall be paid at double time (2X) the employee's regular rate of pay.
 - b. All compensated Leaves shall be paid at the rate of ten (10) hours per day.
 - c. Holiday Work Weeks:
 - 1) When the District observes a holiday on a day that the employee is not scheduled to work, the employee shall receive an additional eight (8) hours (holiday) pay at the employee's regular rate of pay; provided that the District has the option of scheduling the three (3) working days (i.e., thirty [30] hours) and paying the employee for four (4) days (i.e., forty [40] hours) at the employee's regular rate of pay.
 - 2) When the District observes a holiday on a scheduled work day, the employee shall receive ten (10) hours regular pay for the holiday.
4. Overtime Procedures:

- a. The Employer shall provide twenty-four (24) hours advance notification for scheduled overtime work. If the twenty-four (24) hours' notice is not provided for scheduled overtime, that overtime assignment shall be voluntary.
- b. Regular employees shall be offered overtime before extra employees are offered overtime.
- c. Overtime shall be offered to regular employees in seniority order within shift and job title. If enough employees do not volunteer for overtime, the District will assign overtime to available employees in inverse order of seniority.
- d. In computing overtime for less than fifteen (15) minutes, fifteen (15) minutes shall be allowed; for over fifteen (15) minutes and less than one-half (.5) hour, one-half (.5) hour shall be allowed; for over one-half (.5) hour and less than forty-five (45) minutes, forty-five (45) minutes shall be allowed; for over forty-five (45) minutes and less than one (1) hour, one (1) hour shall be allowed.
- e. Holiday pay shall not be considered in the calculation of hours for the purpose of determining eligibility for overtime pay.
- f. There shall be no pyramiding of overtime.
- g. All overtime must be authorized, in advance, by the appropriate supervisor.

SECTION B: STARTING TIMES

1. The District shall determine the type and number of positions to be filled and the starting time for each position.
 - a. Employees may bid for starting times within their job titles by bargaining unit seniority. Bidding for starting times shall take place with one (1) weeks notice.
 - b. Starting time vacancies shall be offered to the employee with the highest bargaining unit seniority, provided that the vacancy is within their job title and that the assignment does not result in a promotion or increase in pay.
2. Any work performed before the regular starting time(s) shall be paid for at the rate of time and one-half (1.5x); and, in addition thereto, the employee shall be guaranteed their scheduled hours of work or pay commencing with their regular starting time.
 - a. The regular starting time(s) for employees are between 6:00 a.m. and 9:00 a.m. and shall be established by the District. The District shall notify the Union of the starting time(s) selected by each respective employee.

SECTION C: HOLIDAYS

1. The following days shall be considered holidays: Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.
 - a. All employees shall be paid, at their straight time rate of pay, for all such holidays provided the employee qualifies in accordance with items 2) and/or 3) below.

- 1) If any work is performed by such employee on such holiday, additional compensation at time and one-half (1.5x) shall be paid.
- 2) No employee shall be called on such a holiday for less than a full day; provided that:
 - a) In the event of an emergency, the District may call an employee to work on such a holiday for two (2) hours or less, and they shall be guaranteed four (4) hours work to be paid at the scheduled overtime rate. If the employee works over two (2) hours, they shall be guaranteed eight (8) hours of work to be paid at the scheduled overtime rate.
 - b) The employee may elect to waive the above guaranteed hours of work and be paid for actual hours worked, at the scheduled overtime rate.
- b. The actual days observed shall be as designated on the calendar adopted by the School Board; provided that Christmas Eve and New Year's Eve holidays shall be granted the work days immediately preceding the designated Christmas and New Year's holidays respectively.
2. All employees shall receive eight (8) hours of pay at the employee's straight-time hourly rate, even though no work is performed on the above-mentioned holidays provided that:
 - a. Such employees must work or be on paid leave status on the last regular working day immediately preceding the holiday and the first regular working day following the holiday.
 - b. Employees assigned to work a Flexible Work Week shall receive holiday pay in accordance with the provisions of Section A.3.c of this Article.
3. Employees otherwise entitled to holiday pay but who are absent due to involuntary layoff on either the last regular working day immediately preceding the holiday or on the first regular working day following the holiday shall receive holiday pay provided such employees shall have worked one or more days during the calendar week in which the holiday falls.

SECTION D: BREAKS

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

ARTICLE 5: WAGES AND BENEFITS

SECTION A: WAGES

1. The wage rates of pay shall be set forth in Appendix A of this Agreement.

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Seattle School District & Teamsters Local Union No. 117

- a. Effective September 1, 2023, the 2023-2024 base wage rate shall be the 2022-2023 base wage rate increased by five and seven-tenths percent (5.7%)
 - i. Additionally, for the 2023-2024 fiscal year, bargaining unit members will be eligible for a one-time retention incentive of one thousand five hundred dollars (\$1500). The retention incentive will be paid to all bargaining unit members who are active employees in paid status on November 28, 2023. The retention incentive will be paid to those qualifying bargaining unit members on the January 2024 pay warrant.
 - b. Effective September 1, 2024, the 2024-2025 base wage rate shall be the 2023-2024 base wage rate increased by three percent (3.0%) or the state funded and authorized inflationary increase (i.e. Implicit Price Deflator or IPD), whichever is greater.
 - c. Effective September 1, 2025, the 2025-2026 base wage rate shall be the 2024-2025 base wage rate increased by the state funded and authorized inflationary increase (IPD). In no case shall the change to wages be negative.
 - d. Prior to the implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
 - e. In the event the State of Washington reduces salary or benefits for School District classified staff during the term of this Agreement, the parties agree that reductions may be imposed. However, prior to the implementation of reductions, the District will discuss with the Local Union No. 117 the manner in which the reductions may be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
2. Pay Periods:
- a. Each regular employee shall receive their salary in even installments throughout the year beginning on the first duty-day in October.
 - b. Extra employees shall receive compensation for hours worked during the preceding time reporting period, on the first District workday of each month.
 - c. All employees will be required to have direct deposit. Extenuating circumstance exceptions will be made on a case-by-case basis.
 - d. The District will exclusively email pay statements to the employee's District email address, utilizing the District's network firewalls. Employees can access email from any internet connected device (home computers, mobile tablets, smart phones, etc.) through the MySPS portal pay statements can be easily downloaded.
3. Salary overpayments due to error shall be repaid prorata to the District from remaining pay warrants in the fiscal year, with consideration for the hardship cases. In accordance with RCW 49.48.210, the District shall provide written notice to the employee consisting of the amount of overpayment, the basis for the overpayment claim, and the rights of the

employee pursuant to this Agreement. Any dispute relating to the occurrence or amount of overpayment shall be resolved using the grievance procedure detailed in Article 8.

4. Any employee who works in a higher classification for more than three (3) consecutive hours shall receive the higher rate of pay for hours worked in the higher classification. The employee shall not be removed from the higher classification for the purpose of avoiding the higher classification payment.
5. Warehouse Lead Rate: Management may appoint an employee as Warehouse Lead with the following responsibilities: supervision of the scope of work or two or more warehouse staff; establishing work plans; planning, scheduling of staff worktime, to include review and approval of timesheets, as appropriate; respond to emergencies as required of this position; and maintain positive working relationships with internal and external constituencies. Only regular employees are eligible to be designated as Warehouse Lead.
 - a. The Parties agree that the Warehouse Lead shall be paid an additional three dollars (\$3.00) or ten percent (10%) per hour, whichever is greater, during their tenure as a Warehouse Lead.

SECTION B: GROUP INSURANCE PROVISIONS

1. In accordance with applicable state law or regulations, group insurance will be provided through the School Employees Benefits Board Effective January 1, 2020 for all employees, both permanent and temporary, who meet the eligibility criteria.
2. Consistent with the School Employees Benefits Board (SEBB) Program, eligibility for District-paid benefits will be determined by the District prior to every school year based on the District's anticipation that the employee will work at least six hundred thirty (630) compensated hours per school year.
3. The Union shall have the right to designate one representative to any District constituted Group Insurance Review committee, to the extent that such a committee is established.
4. Washington State Public Employees'/School Employees' Retirement System:
 - a. The District will, for regular and eligible extra employees, contribute to the Washington State Public Employees' or School Employees' Retirement System (PERS/SERS), as appropriate, the amount required by law from the District and will deduct from eligible employee's pay and remit to PERS/SERS the amount legally required as the employee contribution.
 - b. Annual Leave will be considered as time worked for the purpose of contributions referenced above.

SECTION C: TRAVEL ALLOWANCE

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

SECTION D: PROTECTION OF PERSONAL PROPERTY

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

SECTION E: BENEFIT COMMITTEE

1. The District will, with the participation of all employee groups, establish a Joint committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than October 31 of each school year.
2. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:
 - a. Self-insurance of insurance benefits.
 - b. The selection process for District-sponsored plans.
 - c. The use of excess reserves which may exist with insurance providers.
 - d. Surveying District employees to determine employee preference regarding insurance benefits.
3. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

ARTICLE 6: LEAVES

SECTION A: ANNUAL LEAVE

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

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

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

0 through 3 years:	6.66 hrs/mo or 80 hrs/yr	10 days/year
4 through 7 years:	10.667hrs/mo or 128 hrs/yr	16 days/year
8 through 12 years:	13.33 hrs/mo or 160 hrs/yr	20 days/year
13 through 17 years:	16.66 hrs/mo or 200 hrs/yr	25 days/year
18 through 22 years:	17.33 hrs/mo or 208 hrs/yr	26 days/year
23 through 27 years:	18.00 hrs/mo or 216 hrs/yr	27 days/year
28 plus years:	18.66 hrs/mo or 224 hrs/yr	28 days/year

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

d. The District does not grant unpaid leaves of absence or voluntary days off without pay of more than ten (10) work days, except in unusual circumstances. Scheduled and foreseen requests must be submitted in writing to the Department Manager and be approved before any unpaid leave of absence begins. Unforeseen requirements of leave shall be documented as soon as possible and submitted to the Department Manager. Approval for unpaid leaves of ten (10) work days or less, whether scheduled in advance or unforeseen, is at the discretion of the Department Manager. Any leaves of more than ten (10) work days (except for annual leave) is subject to approval by Human Resources.

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

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

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

SECTION B: BEREAVEMENT LEAVE

1. Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the regular employee's immediate family.
 - a. In cases where emergency factors or long distance (200 miles or more from the employees home) are involved:

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

SECTION C: INCLEMENT WEATHER PROVISIONS

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

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

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

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

4. In the event that a closure is implemented for reasons outside of severe weather, such as a state of emergency, safety concern, or other unanticipated event that leads to a closure, the District shall provide the Union advanced notice of this decision insofar as practicable. Once notified, the Union shall have 14 days to provide notice to meet to address the impacts of the closure with the District.

SECTION D: JURY DUTY AND COURT APPEARANCES

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

SECTION E: PERSONAL LEAVE

1. Sixteen (16) hours per year of paid Personal Leave shall be available to regular employees for hardships or other pressing needs and will be granted in situations which require absence during the working hours for purposes of transacting or attending to personal or legal business or family matters. Such days shall not accumulate from year to year.
2. The conditions for granting Personal Leave are as follows:
 - a. The situation must be suddenly precipitated, or must be of such a nature that preplanning is not possible, or such that preplanning could not have eliminated the need for the leave; and,
 - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
3. The procedures for obtaining Personal Leave are as follows:
 - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
 - b. The employee must call their work locations as soon as possible; and,
 - c. Prior to or on return from leave, the employee must obtain, complete, and submit to their immediate supervisor the appropriate employee leave report form for their signature and administrative processing.
4. Employees who anticipate being unable to use their remaining personal leave by the end of the fiscal year and who inform their supervisor in advance shall receive priority for taking days off to utilize those personal leave days.

SECTION F: NON-ACCUMULATIVE LEAVE

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

SECTION G: RELIGIOUS OBSERVANCE

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

SECTION H: SICK/EMERGENCY LEAVE

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

- b. Use of Sick/Emergency Leave to allow the employee to provide care for a family member (where “family member” for purpose of sick/emergency leave usage is defined in RCW 49.46.210(2)) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care for a family member experiencing domestic violence as described in RCW 49.76; or care for a family member who needs preventative medical care, shall be subject to the conditions set forth in 4.a.2 above.
5. Sick Leave is not to be paid for holidays.
 6. Sick/Emergency Leave Buy Back
 - a. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall be entitled, upon written request to the District's Payroll Services, to compensate for all unused Sick/Emergency Leave up to the one thousand four hundred and forty (1,440) hour maximum at the ratio of 4:1 at their straight-time hourly rate. Alternatively, if/when the District offers VEBA III or other qualifying program, an eligible employee may elect non-monetary remuneration at the same rate, in the form of post-retirement medical benefits.
 - b. On or before January 15 of each year, employees may elect to be compensated at the ratio of 4:1, at their straight-time hourly rate, for Sick/Emergency Leave accumulated in excess of four hundred and eighty (480) hours which was earned but unused during the previous calendar year.
 - c. Continuation of the Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.

SECTION I: SHARED LEAVE

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

SECTION J: MILITARY LEAVE

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

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

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

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

SECTION L: WASHINGTON PAID FAMILY AND MEDICAL LEAVE

In accordance with the District's Paid Family Leave Implementation Administrative Guidelines, employees may use annual leave, sick leave, or personal leave to supplement wages while using paid family medical leave.

SECTION M: VEBA

1. Seattle Public Schools has adopted the VEBA Health Reimbursement Plan for sick leave contributions at retirement or separation from service. The District also agrees to contribute to the Plan on behalf of all employees in the bargaining unit (Teamsters Local Union No. 117) who are eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The Union and the District must mutually agree to continue the VEBA agreement each year through written confirmation by representatives of both parties.
2. Sick Leave Contributions — Retirement or Separation from Service:
Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this Agreement shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this Agreement.
3. Note:
All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

ARTICLE 7: INJURY WHILE ON DUTY

1. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing their duty, shall be compensated as follows:
 - a. State Medical Aid and/or compensation shall be paid upon validation of a claim by the Washington State Department of Labor and Industries and the Seattle School District in accordance with the Industrial Insurance Laws of the State of Washington, provided:
 - 1) The employee shall promptly submit a Worker's Compensation Claim with the assistance of the designated District office; and,

- 2) The employee provides to the designated District office monthly physician reports verifying continuation of the disability which prevents the employee from performing their duties.
 - b. In the instance of an injury described above, an employee shall be entitled to such benefits in accordance with the Industrial Insurance Laws of the State of Washington.
2. Employees may elect to utilize earned Annual Leave or Sick Leave, in hourly increments, to supplement time loss payments to ensure that the employee receives their regular net pay.
3. An employee who suffers an injury must report the injury no matter how slight.

ARTICLE 8: SETTLEMENT OF GRIEVANCES

SECTION A: GRIEVANCE DEFINITION

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

SECTION B: PROCEDURES

1. It is recognized that the prompt and expedient settlement of grievances is compatible with the desires of both parties; and, therefore, the time limits set forth in this Article shall only be waived by specific agreement between the parties which shall be confirmed in writing.
2. **INFORMAL STEP:**
Grievances shall be submitted in writing to the Union and the employee's immediate supervisor within fifteen (15) working days of any given incident. Grievances not submitted within fifteen (15) working days of the incident shall be considered null and void. A complaint alleging discrimination by the employee's immediate supervisor will be addressed in accordance with Board Policy No. 5010 and Superintendent Procedure 5010SP. A complaint alleging harassment by the employee's immediate supervisor will be addressed in accordance with the Workplace Civility Administrative Guidelines.
3. **STEP ONE:**
Should the Union and the supervisor fail to settle the matter informally within five (5) working days after the grievance has been submitted, the grievance shall be submitted to the District's Director of Labor Relations or designee.
4. **STEP TWO:**
If the Union and the Director of Labor Relations or designee fail to settle the matter within fifteen (15) working days after the grievance was submitted to the Assistant Superintendent of Operations or designee, it shall be referred in writing to the Department of Labor Relations by the Union with a request for arbitration.

SECTION C: ARBITRATION

1. Upon receipt by the District General Counsel of a written request for arbitration of a grievance which has been processed in accordance with the procedures set forth above,

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

2. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing; and such decision shall be final and binding on all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the set terms of the Agreement.
3. If a matter is submitted to arbitration, the cost of the arbitrator will be borne equally by both parties.

ARTICLE 9: SENIORITY

SECTION A: GENERAL PROVISIONS

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

SECTION B: LAYOFF AND REHIRE

1. Temporary hourly employees will be laid off prior to regular fulltime employees. Further, the District and the Union recognize that seniority rights of regular employees supersede temporary employee status as it relates to lay off and rehire.
2. The District and the Union agree that seniority standing shall govern layoffs and rehiring, provided that merit and ability are equal. The District shall be the judge of the competency of employees.
3. Any regular employee called into military service shall retain their seniority for rehire, provided such employee makes themselves available for employment within ninety (90) days of discharge from military service.
4. All regular employees who have been involuntarily laid off will be given priority in reemployment in accordance with seniority standing.
 - a. The District shall maintain an up-to-date telephone and address list of laid off regular employees.
 - b. It is the responsibility of the employee to notify the District of any change in their address or telephone number (in writing) or the status of their availability. If a laid off employee will not be available for work, they shall notify the District, in writing, of their status and not be subject to recall during the stated period.
 - 1) Such period may not exceed sixty (60) consecutive calendar days and only one (1) such application can be made per calendar year. However, during the summer months (May—August) such period may not exceed fifteen (15) consecutive calendar days.
 - 2) Such employee, during this time period, cannot grieve a layoff/recall action by the District.
 - 3) Such application cannot be made following or concurrent with a recall notice.
 - c. The laid off employee shall be notified of job availability by telephone and certified/registered mail. The laid off employee shall have five (5) working days to return to work from the postmarked date of the letter.
 - d. Rejection of a Job Offer:
 - 1) Rejection of a job offer of more than two (2) consecutive week's work will result in the employee's loss of seniority (i.e., rights and privileges).
 - 2) Rejection of a job offer for two (2) consecutive weeks' work or less will result in the employee's loss of recall rights for that job. If a short-term job of two (2) consecutive weeks or less is offered and the job turns into a longer term, that position will be re-offered in seniority order at the end of the originally projected term of employment. If the District is unable to make contact with the laid off employee, the next senior person will be contacted, and the unavailable employee will retain their standing for recall by the seniority list.

ARTICLE 10: PERFORMANCE EVALUATION

SECTION A: PERFORMANCE EVALUATIONS

Performance evaluations will be conducted as follows:

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

ARTICLE 11: ORCA CARDS

1. The District will continue to offer pre-tax ORCA card deductions for employees, to the extent that pre-tax contributions continue to be allowable by law or regulation.
2. The District has established a committee to address parking at the John Stanford Center and commuter concerns for staff. Once the committee makes a recommendation on an attempt to resolve this concern, the Union and District shall meet to discuss how this recommendation will impact members covered by this agreement.

ARTICLE 12: LABOR MANAGEMENT MEETINGS

1. The parties agree to meet on a quarterly basis and discuss subjects of respective and/or mutual interest.
2. During negotiations, the parties agreed that if the District were to implement a Tuesday—Saturday shift, the assignment of employees to such shift shall be a subject of discussion at Labor Management.
3. Either side may request a special meeting by providing reasonable notice to the other side.

ARTICLE 13: DISCLOSURE OF PERSONNEL FILE INFORMATION

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least ten (10) days in advance of intended release date.

ARTICLE 14: RELEASE TIME FOR UNION BUSINESS

Upon no less than seven (7) calendar days advance written notice, the Union may request that a bargaining unit employee be granted a leave of absence for up to ninety (90) calendar days for purposes of attending to Union business. Upon receipt of such written request, the Employer will confer with Union representatives regarding such request. Employees may utilize accrued paid leave or take unpaid time for the duration of the leave. The decision by the Employer to deny a requested leave of absence for purposes of attending to Union business shall not be made for arbitrary and/or capricious reasons.

ARTICLE 15: PRESERVATION OF BARGAINING UNIT WORK

The parties also agree that work normally performed by bargaining unit employees shall not be outsourced or contracted to non-bargaining unit employees, except in emergency circumstances where not doing so would deprive students, families, and/or community members of an essential service. In a case where there is an emergency, bargaining unit work shall not be outsourced, reassigned, or contracted for a period greater than fourteen (14) calendar days without mutual agreement with the Union.

To the extent that any changes the District makes to its operations that impacts bargaining unit work, the District agrees to notify the Union of these changes fourteen (14) calendar days in advance of them being implemented insofar as practicable. The District also agrees to negotiate the impacts of those changes if the Union demands to do so within a reasonable period of time after receiving the notice, provided that the impacts of that decision are not already addressed in this Agreement.

ARTICLE 16: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST PLAN

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

Effective Date	Basic Contribution Rate	Total Contribution Rate
May 1, 2003	\$1.05	\$1.05
May 1, 2024	\$1.20	\$1.20
May 1, 2025	\$1.35	\$1.35
May 1, 2026	\$1.50	\$1.50

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

Agreement. The effective date of any increase would be by mutual agreement between the District and the Union.

ARTICLE 17: DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE):

The Employer agrees to deduct from paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer amounts designated by each contributing employee that are to be deducted from their paycheck for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The Employer shall transmit to:

D.R.I.V.E.

International Brotherhood of Teamsters

25 Louisiana Avenue NW

Washington, D.C. 20001

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering that payroll deduction plan.

ARTICLE 18: AMENDMENTS TO THE AGREEMENT

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

SEATTLE SCHOOL
DISTRICT NO. 1

TEAMSTERS LOCAL UNION
NO. 117, IBT

DR. BRENT JONES
Superintendent

JOHN SCEARCY
Secretary-Treasurer

Date

Date

APPENDIX A: SALARY SCHEDULE 2023-2024

Teamster's Local #117
 Warehouse Workers
 2023-24 Salary Schedule
 (WH1 and WH2)

APPENDIX A

General Classifications	Step 1	6 months experience		12 months experience	
		Step 2	Step 3	Step 3	Step 3
Extra Warehouse Worker-Hourly WH1-001 15009465	Hourly \$ 25.28	\$ 26.75	\$ 29.67		
General Warehouse Worker WH1-002 15009466	Hourly \$ 25.67	\$ 27.21	\$ 30.22		
Warehouse Expeditor WH1-003 15009469	Hourly \$ 27.34	\$ 28.85	\$ 31.87		
General Warehouse Worker - Freezer WH1-004 15009467	Hourly \$ 27.26	\$ 28.79	\$ 31.81		

Note: The Warehouse Lead shall be paid an additional \$3.00 or 10% per hour, whichever is greater, pursuant to Article 5 of the collective bargaining agreement.

Teamsters Local 117 Warehouse (WH1) effective 9/1/23 with a 5.7% increase
~~Teamsters Local 117 Science Materials Center (WH2) effective 9/1/20 with a 4.5% increase~~

APPENDIX B: LETTER OF AGREEMENT

Letter of Agreement

By and between

Seattle School District No. 1

And

Teamsters Local Union No. 117

During the course of negotiations for a successor agreement to the 2020-2023 Collective Bargaining Agreement (“Contract” or “Agreement”) between Seattle School District No. 1 (“District” or “Employer”) and Teamsters Local Union No. 117 (“Union”; collectively, “Parties”), the Parties agreed to delete language from the Contract regarding shift work start times and associated wage premiums.

Should the Employer elect to re-institute shift work at a District-operated Warehouse facility in the future, the previously agreed language (Article 4, Sections B.2.b and B.2.c, excerpted below) shall be re-implemented as part of the Agreement to which this letter is attached; and the appropriate shift premium is to be re-negotiated by the Parties prior to the initiation of any shift work.

Article 4:

Section B.2.b: The starting time(s) for second shift, between the hours of 2:00 p.m. and 6:00 p.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected. The pay for the second shift shall be twenty-five cents (\$0.25) per hour in addition to the regular hourly rate.

Section B.2.c: The starting time(s) for the third shift, between the hours of 10:00 p.m. and 1:00 a.m., shall be established by the District. The District shall notify the Union of the starting time(s) selected. The pay for the third shift shall be twenty-five cents (\$0.25) per hour in addition to the regular hourly rate.