



SCHOOL BOARD ACTION REPORT

DATE: January 29, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Clover Codd, Assistant Superintendent for Human Resources
Phone: 206-252-0027 Email: clcodd@seattleschools.org
Sheryl Anderson-Moore
Lead Negotiator, Human Resources/Labor Relations
Phone: 206-252-0378 Email: sjandersonmo@seattleschools.org
For Introduction: March 21, 2018
For Action: April 4, 2018

1. TITLE

Seattle Education Association Memorandum of Understanding Regarding Implementation of Initiative 1433 – Paid Sick Leave Law

2. PURPOSE

This Board Action Report memorializes the agreement entered into by and between the Seattle School District and the Seattle Education Association concerning the implementation of the Paid Sick Leave Law, as authorized by Initiative 1433; the agreement also amends and supplements the current collective bargaining agreement regarding specific operational implementation related to sick leave accruals, use, pay and accounting of sick leave.

3. RECOMMENDED MOTION

I move the School Board authorize the Superintendent to execute the Memorandum of Understanding in the form of the draft memorandum attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the Memorandum of Understanding.

4. BACKGROUND INFORMATION

a. Background

Passage of Initiative 1433, which took effect January 1, 2018, requires the District to amend its sick leave policy and collective bargaining agreements to assure that all eligible employees, including substitutes and hourly employees, receive the state-mandated sick leave coverage. The vast majority of District employees currently receive paid sick leave. This new law provides paid sick leave to daily substitutes and hourly employees, estimated at almost 2,421 District employees who work sporadically. The District entered into limited negotiations with the Seattle Education Association in order to amend and supplement the current collective agreements to comply with the state law, and to bargain specific operational implementation procedures concerning sick leave accruals, use, pay and accounting of sick leave. The parties have concluded those negotiations resulting in the attached Memorandum of Understanding.

Staff will be working on amending the Classification and Compensation Bulletin for non-represented staff (e.g., coaches). Other Collective Bargaining Agreements will be amended as needed in due course. In the interim, the District will comply with state law.

b. Alternatives

Compliance with state law is required, with notice to all employees regarding their eligibility for the new sick leave benefits. Alternatives were not viable.

c. Research

The Washington Department of Labor and Industries policy statements, model policies were researched, and review of legal standards was conducted to assure compliance.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will occur as employees newly eligible for the sick leave accruals and usage will occur over time. The Department of Labor and Industries estimated a minor impact on most Seattle area employers. Current estimated impact is \$50k per year in leave cash out for those who didn't have it before.

The revenue source for this motion is general fund.

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

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

6. COMMUNITY ENGAGEMENT

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

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

This memorandum is the result of required negotiations on the impact of the new Initiative requirements, and to bring the collective bargaining agreements into compliance. These negotiations were in accordance with the collective bargaining provisions of Chapter 41.59 RCW and Chapter 41.56 RCW.

7. EQUITY ANALYSIS

Implementing the required state law is race and gender neutral.

We have identified an estimated 2421 District employees impacted by the new Paid Sick Leave law, 68% Substitutes and 32% other Hourly roles (excluding Athletic Coaches) such as Playground and Lunchroom Supervisors, Tutors, Bus Supervisors, Replacement Principals/Assistant Principals, and Office Helpers, for example.

8. STUDENT BENEFIT

None.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. 5020, Collective Bargaining, provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Board policy No. 5400 should be supplemented and brought into compliance with the state law; Board Policy No. 5020, Collective Bargaining provides that the Board take action on this item because it would amend the terms of the Board approved 2015-2018 Collective Bargaining Agreement.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Executive Committee meeting on March 15, 2018. The Committee reviewed the motion and moved the item forward with recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Memorandum of Understanding will be routed for signature by Seattle Public Schools and the Seattle Education Association representatives. Notice was provided to employees by Human Resources. The Memorandum of Understanding will be attached to the 2015-2018 Collective Bargaining Agreement.

13. ATTACHMENTS

- Memorandum of Understanding Regarding Implementation of Initiative 1433 – Paid Sick Leave Law

Memorandum of Understanding
Between
Seattle Public Schools and the Seattle Education Association
Regarding
Implementation of Initiative 1433, Paid Sick Leave Law

January 12, 2018

The Seattle Public Schools (“SPS”) and the Seattle Education Association (“SEA”) are legally required to implement the statutory requirements of the Paid Sick Leave Law, Initiative 1433, effective January 1, 2018, they also engaged in limited good faith bargaining in order to agree upon the following provisions related to substitute employees in the bargaining unit. These provisions amend and supplement Article V, of the SEA Contract, and Article IX of the SEAOP and Paraprofessional Contracts, as follows:

Legal Requirements: Effective January 1, 2018, certificated substitutes will accrue paid sick leave at a rate of one (1) hour for every 40 hours worked. Paid sick leave may be used for:

- The employee’s mental or physical illness, injury or health condition;
- The preventive care for the employee such as medical, dental or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition or for preventive care;
- Closure of the employee’s work location or child’s school/place of care by order of a public official for any health-related reasons;
- If the employee or the employee’s family member is a victim of domestic violence, sexual assault, or stalking.

Family member is defined as a child or parent (including biological, adopted, foster, step or legal guardian), spouse, registered domestic partner, grandparent, grandchild, sibling and/or spouse’s/domestic partner’s parent.

SPS and SEA have agreed to the following terms:

1. Sick leave can be used for any of the above reasons when the substitute needs to be absent from an assignment for which the employee was scheduled to work, or prearranged in the substitute absence system, or on an emergency basis while working.
2. Sick leave will be accrued based on hours worked.
3. The hourly rates of certificated substitutes will be adjusted to align to a seven (7) hour day; assignments and pay will still be on a half and full day basis.
4. Substitutes may use paid sick leave in half hour increments. An employee will not be charged for more than the actual amount of sick leave used.
5. If a substitute leaves a job early for a reason covered by sick leave, the accrued sick leave will be applied to the unworked portion of the job.
6. The certificated substitute hourly rate for sick leave usage shall be calculated and paid based on the actual seven (7) hour work day.
7. As of January 1st, all accrued sick leave is available for a substitute's use.
8. At the end of the year, all unused sick leave will carry over to the following accrual year. The fiscal year is September 1 through August 31.

9. Substitutes are eligible to cash out sick leave and to donate through shared leave policy and procedures consistent with the eligibility requirements for all employees.
10. Substitutes can participate in VEBA programs.
11. If a substitute leaves District employment and is rehired within 12 months of separation, any accrued, unused sick leave hours will be reinstated to the substitute's sick leave balance.
12. Use of sick leave counts toward contractual consecutive day requirements.

This Agreement made and entered into this ____ day of January 2018.

Seattle School District No. 1

Clover Codd, Assistant Superintendent for Human Resources

Seattle School District No. 1

Sheryl Anderson-Moore, Special Projects/Human Resources

Seattle Education Association

John Donaghy, Executive Director

Seattle Education Association

Phyllis Campano, SEA President