

September 1, 2017 to August 31, 2020

COLLECTIVE BARGAINING AGREEMENT

Between

Spokane School District No. 81

and the

United Association of Plumber
and Steamfitters

Local Union No. 44

representing

Plumbers & Steamfitters



Partners in Building Spokane's Future

TABLE OF CONTENTS

PURPOSE	3
ARTICLE I - COLLECTIVE BARGAINING	3
Section 1 - Recognition	3
Section 2 - Steward Responsibilities	3
Section 3 - Union Membership	4
Section 4 - Vacancy	4
Section 5 - Shift Assignment	5
Section 6 - Joint Advisory Committee	5
ARTICLE II - HOURS AND DAYS WORKED; PAID VACATIONS AND HOLIDAYS; SICK, FAMILY, EMERGENCY, BEREAVEMENT; AND SPECIAL LEAVE	5
Section 1 - Hours and Days Worked	5
Section 2 - Vacation	6
Section 3 - Paid Holidays	7
Section 4 - Sick, Family, and Emergency, Temp Absence, Parenting Leave	7
Section 5 - Bereavement Leave	11
Section 6 - Injury	11
Section 7 - Jury Service	11
ARTICLE III - REDUCTION IN FORCE	12
ARTICLE IV - SUSPENSION, DISMISSAL, OR TERMINATION	12
Section 1 - Progressive Discipline	12
Section 2 - Notice of Termination	13
ARTICLE V - SETTLEMENT OF GRIEVANCES AND DISPUTES	13
ARTICLE VI - JURISDICTION	14
ARTICLE VII - PROBATIONARY EMPLOYEES	14
ARTICLE VIII - PROTECTION OF EMPLOYEES	15
Section 1 - Protection for Automobiles	15
Section 2 - Employee Safety	15
ARTICLE IX - SALARY, RETIREMENT, HEALTH, AND WELFARE	15
Section 1 - Wage Scale	15
Section 2 - Grandfather Provision	16
Section 3 - Skills Stipends	16
Section 4 - License	16
Section 5 - Lump Sum Payments	16
Section 6 - Retirement	16

Section 7 - Travel 17

Section 8 - First Aid Classes License Fees 17

Section 9 - District Shirts 17

Section 10 - Benefits 17

Section 11 - Compensation 18

Section 12 – Longevity Stipend 18

Section 13 - Employee Protection 19

Section 14 - Temporary Foreman 19

Section 15 - Worker Training 19

Section 16 - Protective Clothing Allowance 19

ARTICLE X - NO STRIKE/NO LOCKOUT 19

ARTICLE XI - EMBODIMENT 20

ARTICLE XII - SAVINGS CLAUSE 20

ARTICLE XIII - TERMS OF AGREEMENT21

ADDENDUM A - SALARY SCHEDULE 22

ADDENDUM A-1 – GRANDFATHER PROVISION.....23

ADDENDUM B - FAMILY CARE LEAVE AND FAMILY AND MEDICAL LEAVE 24

ADDENDUM C – TRAINING LIST.....26

PURPOSE

The purposes of this Agreement are: To establish harmonious relations and uniform conditions in employment for Spokane School District No. 81 Maintenance Plumbers and Steamfitters; to establish rates of pay and hours of work and to define and set forth such benefits as pension plan, health and welfare, sick leave, vacations, and paid holidays; make provisions for the settlement of grievances and disputes; to promote efficiency and economy in the performance of work by the employees covered under the Agreement; and generally to encourage the spirit of helpful cooperation between the Employer and the employee group to their mutual advantage and the protection of the investing public.

ARTICLE I - COLLECTIVE BARGAINING

Section 1 - Recognition

Recognizing that united effort can bring a benefit both to the individual and to the community, the School District recognizes the United Association of Plumbers and Steamfitters, Local No. 44, as the sole bargaining representative of all plumbers, steamfitters, and refrigeration fitters employed by the District. The work of the employees represented by Local No. 44 shall include: plumbing and pipe fitting practices; necessary mechanical work to keep the plumbing, heating, air conditioning, refrigeration, and allied mechanical systems under the jurisdiction of the United Association in good working condition.

Section 2 - Steward Responsibilities

- A. It shall be the duty of the steward to uphold the working rules and jurisdiction of the United Association of Plumbers and Steamfitters. The steward shall take up all grievances on the job and try to have same adjusted, and in the event the steward, the employee, and supervisor cannot adjust them, the steward must promptly report the fact to the business manager of the Union.
- B. The Union shall submit in writing the names of its stewards and such changes of stewards as may occur from time to time to the District, and the school district shall recognize such stewards selected.
- C. The shop steward shall be a working journeyman of Local Union 44 appointed by the business manager and shall exclude foreman.
- D. The local Union steward shall be allowed access to all places where members of the Union are employed. The shop steward's immediate supervisor shall be notified before the steward acts on any issue which takes him/her away from the district facility in which he/she is working. The shop steward shall be allowed reasonable time for the performance of his/her duties, and in no case shall a steward suffer discrimination because of the performance of the steward's Union functions.
- E. Any and all accidents on the job shall be reported immediately to the local Union business office by the shop steward.

F. The foreman shall inform the shop steward of any assigned overtime.

Section 3 - Union Membership

- A. The District agrees to deduct Union membership dues monthly from the pay of those employees who individually authorize in writing that such deductions be made or from those employees affected. The amount to be deducted shall be certified to the District by the secretary/treasurer or designee of the Plumbers and Steamfitters Union on or before the 10th day of the month to initiate a new payroll deduction. The aggregate deductions of all members shall be remitted together with an itemized statement to the treasurer of the Union after such deductions have been made. Such deductions shall be remitted to the Union within ten (10) working days of the normal payroll issue date. In the event of a change in the amount to be deducted, and in accordance with the above provisions, the Union shall notify the District of such change by the tenth day of the month prior to the payroll period during which the change would take place. Thirty (30) days' prior notice will be required when there are extensive changes.
- B. As of the date of final ratification of this Agreement, all members of the bargaining unit who currently are members of the Union or who are currently paying a representation fee, as well as any employees hired on or after this date shall, as a condition of employment, be a member of the Union or pay an amount equal to the dues of the Union. The District shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or not non-members thereof, a fee equivalent to such dues. This provision safeguards the right of non-Union of employees based on bona fide religious objection. Upon annual request, such employee shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot reach agreement on such matter, PERC shall designate the charitable organization.
- C. The Union will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Union dues. The Union agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Union shall select the attorney(s).

Section 4 - Vacancy

- A. Recognizing the fact that workers will be working closely with principals, teachers, and among students, high standards of conduct, speech, and morality will be required in all employees. When a vacancy occurs or is anticipated, the District will notify the Union which will submit the names of three (3) or more candidates for the position. Applicants also may be considered who have applied directly to the District.
- B. Regular employees will be given the opportunity to provide the District with an assessment of temporary employees' performance for future rehire consideration. Individuals hired for seasonal or temporary positions may be considered for regular positions that become available; but, such individuals must apply for an open regular position at the time of posting (See Article I, Section 4, Paragraph A, Vacancies). The District reserves the right to hire the most qualified

applicant as determined by the District for regular, open positions, regardless of an individual's previous employment status with the District. Article III, Reduction in Force, shall not pertain to temporary employees.

- C. When a vacancy occurs in the position of Foreman, qualified candidates shall have a minimum of two years' experience working for Spokane Public Schools, and the current Foreman or the current Assistant Foreman of the bargaining unit shall be invited to participate in the interview process.

Section 5 - Shift Assignment

If a position on the day shift becomes available, the most senior employee in the specific job classification on the preventative maintenance shift will have first rights of refusal for the position.

Section 6 - Joint Advisory Committee

- A. The District and United Association of Plumbers and Steamfitters Local No. 44 agree to establish a joint advisory committee composed of, at a minimum, two (2) District employees who are members of Local No. 44 and one (1) District management personnel. The purpose of this advisory committee will be to explore methods to assure outside contracted performance is in compliance with District specifications including, but not limited to, opportunities to review and provide input to District Project Managers on projects assigned to outside contractors.

The District shall provide to the employee representatives of the joint advisory committee, for a period of at least five working days, all Plumbing, Heating, Ventilation, and Air Conditioning project prints and bid specifications for review and comment prior to them being released to outside contractors for bid or installation. This review will also apply to the Job Order Contracting (JOC) process. The District shall also, within a period of five working days after receiving the review by the employee representatives, respond to any questions or concerns from the employee representatives prior to the release to outside contractors of such prints or bid specifications.

ARTICLE II - HOURS AND DAYS WORKED; PAID VACATION AND HOLIDAYS; SICK, FAMILY, EMERGENCY, BEREAVEMENT; AND SPECIAL LEAVE

Section 1 - Hours and Days Worked

Eight (8) hours shall constitute a day of work with starting and stopping time between 6:00 a.m. and 4:30 p.m., Monday through Friday. Prior to the end of school, individual employees shall select either a five (5) day and eight (8) hour shift or a four (4) day and ten (10) hour shift for the entire summer. The foreman will approve the individual's choice as long as five-day coverage is adequately provided. The Preventative Maintenance crew is exempt from the four (4) day and ten (10) hour shifts unless all members of the Preventative Maintenance crew unanimously decide to go 4/10's. Hours shall be flexible (between 6:00 a.m. and 6:00 p.m.). Vacation shall be accounted for in hourly increments. Any holidays and/or special leave days will be paid at eight hours.

The preventive maintenance crew will work from 3 p.m. until 11:30 p.m., except for the periods of winter vacation and summer months. During these exceptional times, the workday may be from 6:30 a.m. to 4:30 p.m. Any deviation from these hours will be with the consent of the Union.

When an employee normally assigned to the preventative maintenance crew is required to work during the day, or when an employee who normally works during the day is assigned to the preventative maintenance crew, the employee shall be given a minimum of 24 hours' notice, or shall be paid overtime for the hours prior to the 24-hour notice.

Preventative Maintenance work means any work done to prolong the life of equipment, facilities, prevent downtime, breakdowns, provision for safer operating standards and improving health standards.

Meal Break/Rest Breaks: All employees working an eight (8) hour a day shift shall have one (1) 30-minute meal break and one (1) 15-minute compensable rest break during the mid-part of the first half of the shift and one (1) 15-minute compensable rest break during the mid-part of the second portion of the shift. The employer retains the right to schedule rest periods to fulfill the operational needs of the various work units.

Any time worked in excess of eight (8) hours per day during the regular workweek shall be at the rate of time and one-half. Call-out time, Saturdays and Sundays, shall be at double-time rate. Call-out begins upon arrival at the plant department or work site. There shall be a minimum of two (2) hours for call-out time. If compensatory time is offered and accepted, it will be taken at the rate it was earned. Compensatory time may be taken with no less than twenty-four (24) hours' notice to the supervisor provided the workstation can be covered. Such time must be used by August 15 of each year, or be converted to overtime pay at the time and one-half (1½) or double-time rate in the August warrant. An employee cannot receive compensatory time and overtime for the same hours worked.

Any employee called and consulted at home during non-work hours by a nonunion district manager/supervisor regarding a work-related issue that does not require a call-out will receive pay at the rate of time and one-half for the consultation time spent to the nearest fifteen (15) minute increment.

In emergency situations, the District will make every effort to provide an eight (8) hour break between the end of a shift and the start of the employee's next regularly scheduled shift. In these emergency situations, an employee may have the option to an adjusted schedule after the emergency hours end, or utilize accrued vacation or compensatory time.

Section 2 - Vacation

A. Employees shall earn vacation monthly on a pro rata basis as follows:

<u>Years of Service</u>	<u>Vacation Eligibility</u>
1-4 years - 6.66 hrs./mo.	10 days or 80 hours
5-9 years - 10 hrs./mo.	15 days or 120 hours
10-24 years - 13.3 hrs./mo.	20 days or 160 hours
25 plus years - 15.3 hrs./mo.	23 days or 184 hours

- B. Permanent foremen shall be granted a total of twenty (20) days of vacation within a given work year.
- C. Employees may carryover up to one-half of their earned vacation each year. Additional vacation may be accumulated if an employee has requested in writing to defer his/her vacation because of work schedules. Employees may elect to be paid for up to thirty (30) days of accumulated vacation at the true per diem rate at the time of severance from District employment.
- D. Any terminated employee will receive prorated vacation pay on their last warrant.
- E. Employees shall receive three additional vacation (eligible for sell back) days. The request for leave must be made by the end of the prior regularly scheduled workday. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick and emergency leave days. These days may be accumulated to a total of five (5). No more than three (3) leave days may be taken at any one time. Employees who elect to not utilize these days will receive an amount equal to the employee's per diem rate of one day's pay for each unused day.
- F. Vacation accrual dates will be based on total time served within the District in a regular position. Guidelines developed for computing step increase dates will be followed. Should an employee voluntarily resign or terminate employment for reasons other than layoff, the vacation accrual date will be based on the employee's most recent date of hire.

Section 3 - Paid Holidays

Recognized paid holidays shall be New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve Day and Christmas Day. In case any of these holidays fall on a Saturday or Sunday, the employee shall be given some other day agreed upon as a holiday. Any employee required to work on any of the twelve (12) listed holidays shall be paid at the rate of double time in addition to their regular pay.

Section 4 - Sick, Family, and Emergency Leave

Sick, injury, and emergency leave will be granted under the following provisions:

A. Sick and Injury Leave

1. Sick leave is defined as days of absence from duty because of personal sickness or injury and for which no deduction is made in compensation of the employee.
2. After an illness of five (5) consecutive days, employees are to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. At any time a doctor's statement may be required by the Human Resources office.
3. Sick and injury leave may be taken to the full amount of accumulation.

4. An employee finding it necessary to be absent from work should give advanced notice to his/her supervisor so that arrangements can be made. If advanced notice is not possible due to circumstances of the absence, then the employee will notify the supervisor as soon as possible.

B. Emergency Leave

1. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence (i.e., court appearance, religious holidays, funeral of a friend, etc.).
2. Emergency leave not to exceed twelve (12) of the aggregate sick, injury, and emergency leave days may be granted in any year at no deduction in salary as long as it is covered under the allowed leave days.
3. If an emergency leave request is based on a need for a court appearance, a copy of the summons or subpoena must accompany the request. Emergency leave will not be allowed to employees when such leave requested is based on class action against the District. When an individual employee brings legal action, including grievance hearings, against the District, emergency leave may be granted if such relief is awarded by the hearing body.
4. The Chief Officer, Human Resources, will have final authority regarding disposition of requests for emergency leave. Denied requests may be reconsidered by the Chief Officer, Human Resources, if requested by the employee.
5. Employees who are members of recognized religious groups have the right to request in advance through human resources up to three (3) days per work year of non-accumulating accommodation leave when:
 - a. the recognized religious group celebrates a holy day or religious holiday and
 - b. requires attendance at the celebration and
 - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

C. Leave Days

1. Employees under a school-year contract shall be allowed sick, injury, and emergency leave at the rate of ten (10) days per school year. Employees on a twelve (12) month work contract shall be allowed such leave at the rate of one (1) day per month of employment.
2. Sick leave shall be accumulated according to state law.
3. A continuing employee will be entitled to the yearly allowable number of such leave days on the day he/she is scheduled to report to work in the new fiscal year.
4. If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned. A person commencing

employment during the school year will be granted leave days on a pro rata basis.

5. This section shall be consistent with RCW 58.28A or its replacement.
 - a. Twelve (12) illness and injury leave days may be accumulated per year on a prorated basis to a maximum of one hundred eighty (180) days.
 - b. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.
 - c. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
 - d. At the time of separation from the Spokane School District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness or injury leave. The maximum compensation will not exceed forty-five (45) days.

D. Family Care Leave (Same As Policy-5404 for Independent Employees)

An employee shall be allowed to use accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, grandchild, or person with whom one has had association equivalent to these family ties.

E. Family and Medical Leave

An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1-August 31), as provided for in Board of Directors' Policy 5404. Family and Medical Leave information is included as Addendum B.

F. Temporary Absence

An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the supervisor without loss of pay, if, in the judgment of the supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year. In special cases, the superintendent or designee may grant extra hours under this provision.

G. Parenting Leave

Employees may use up to 30 days of accumulated sick leave per year for introducing a new child into their family. This applies to regular childbirth as well as adoption.

Section 5 - Bereavement Leave

Each employee may be granted bereavement leave for absence due to a death in the employee's immediate family or the death of a near relative. The Chief Officer, Human Resources shall have authority regarding disposition of the requests. Denied requests may be reconsidered by the Chief Officer, Human Resources and denials may be subject to the Grievance Procedure. Such leaves may be granted under the following conditions:

- A. Each absence due to a death in the employee's immediate family (including stepfamily) shall be allowed with pay for a period of up to five (5) days. (Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, or other dependent child, grandchild or grandparent.)
- B. Each absence due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. (Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law.)
- C. In special cases, the Superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in paragraphs A., B., and C. above may involve the use of special leave, emergency leave, or vacation.

Section 6 - Injury

Any employee who incurs a compensable injury as a result of performing work for the District and is unable to perform the duties of the employee's regular position at the time the employee's attending physician certifies that the employee is able to perform some other work, may be assigned to another position for which the employee is qualified and is properly licensed, without the position being posted and without regard to seniority. The employee may be assigned to a position outside of jurisdiction of the Union without loss of seniority. A qualified and licensed employee not represented by the Union may be temporarily assigned into a represented position without the position being posted and the employee shall pay a service fee to be established by the Union. The employee shall not be paid a wage less than the amount the employee would have received from WSII.

Section 7 - Jury Service

- A. A leave of absence with pay will be granted for jury duty; provided, however, that all per diem compensation received for jury duty performed during working hours shall be returned to the District. In the event per diem jury duty compensation exceeds the employee's daily salary, the employee shall return to the District only the equivalent daily salary.
- B. Upon receipt of a jury summons, the employee shall immediately notify his/her supervisor and shall request in writing that he/she be excused from work to perform jury duty.

- C. In stances where an employee is released from jury duty at midday or earlier, he/she shall return to his/her assignment.

ARTICLE III - REDUCTION IN FORCE

Should it become necessary to reduce forces, all other factors being equal, seniority shall prevail in each individual craft or classification in determining such layoffs except seniority shall not apply to foremen classifications. Seniority for the purpose of this section shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hire. Should the work force again be increased, the employees will be called back in the reverse order in which they were laid off. Seniority earned before the layoff will not be forfeited when an employee returns on call. Recall rights shall terminate after twenty-four (24) months of continuous unemployment. Recall rights shall terminate at any time if the employee declines a recall to work. This article shall not pertain to temporary employees.

ARTICLE IV - SUSPENSION, DISMISSAL, OR TERMINATION

Section 1 - Progressive Discipline

- A. The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: written documentation of verbal warning, written warning, written reprimand, and suspension without pay. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Union.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond. Such notification must include complainant(s)' name(s). An employee or group of employees shall have the right to be accompanied by a representative of the Union during any such meeting. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
- D. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
- E. After two (2) years from the date of the discipline, during which the employee has not had a recurrence of the behavior cited, the employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline. From the date of the request to lower the discipline level of the document, if there has been no reoccurrence, the new level of discipline will be noted as revised and dated on the original document.

Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only. Two years after the issuance (or dated change) of a verbal warning, the verbal warning will be removed from the supervisor's file upon receipt of a written request from the employee. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future progressive discipline of the employee.

- F. The Washington Administrative Code governing acts of unprofessional conduct for certificated employees will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two year provision of this section may not apply.

Section 2 - Notice of Termination

Regular employees will give two (2) weeks' notice before terminating employment and, in return, shall be given two (2) weeks' notice of termination of employment in reduction of work force.

ARTICLE V - SETTLEMENT OF GRIEVANCES AND DISPUTES

Step 1

Each employee is encouraged to seek resolution of grievances and/or disputes through administrative channels and to discuss such problems first with the person to whom he/she is immediately responsible. If the matter is not resolved at that level, or if the employee is reluctant to discuss the problem with his/her immediate supervisor, he/she should discuss his grievance and/or dispute with the director of plant facilities.

Step 2

Any grievances and/or disputes not resolved under Section 1 above shall be reduced to writing and presented to the Business Manager of the Union or his/her representative and the Superintendent of School District No. 81 and/or his/her designated representative. These parties shall immediately meet and attempt to resolve the grievance and/or dispute.

Step 3

Any decision regarding the interpretation of the language of the Agreement that is not satisfactory to all parties may be appealed to the Public Employment Relations Commission (PERC) for arbitration. Such arbitration shall be final and binding on all parties involved and shall be confined to the specific dispute and shall not involve any other terms or conditions of the contract.

Any probationary employee, who is laid off during the probationary period, has no access to the grievance procedure with regards to the layoff.

ARTICLE VI - JURISDICTION

Workers employed under this Agreement shall work primarily in their particular classification. Should any condition arise that endangers life or property, they may be assigned to work temporarily in another craft or classification.

The preventive maintenance crew will normally and primarily performs preventive maintenance work. The maintenance supervisor may assign preventive maintenance personnel on emergencies, priority-type work when involving safety and health of others, and any other types of maintenance work when relating to job functions of preventive measures. (NOTE: Preventive maintenance work means any work done to prolong the life of equipment, facilities, prevent down-time, breakdowns, provision for safer operating standards, and improving health standards.) Preventive maintenance crews may modify their work assignments to assist each other during emergencies, so long as they notify their supervisor the next regular workday.

ARTICLE VII - PROBATIONARY EMPLOYEES

Any newly hired employee shall be considered a Probationary Employee for a period of six (6) months from the date of hire. The probationary employee will be eligible for the same retirement, health, and welfare package as regular employees. When a new employee is hired, their probationary period shall be on the day shift.

The probationary employee will be eligible for the same retirement, health, and welfare package as regular employees.

The District may lay off probationary employees at any time during the six (6) consecutive months' probationary period and the employee has no automatic recall rights. The Union and the District agree that any probationary employee who is laid off during the probationary period has no access to the grievance procedure found herein or has no grounds of any kind for any cause of action against the District.

ARTICLE VIII - PROTECTION OF EMPLOYEES

Section 1 - Protection for Automobiles

The District shall reimburse employees for vandalism damage done to an employee's vehicle under the following conditions:

- A. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the vehicle which has been damaged.
- B. The vandalism must have occurred while the employee was at a district work site performing district business, and
- C. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
- D. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District Security Department.
- E. Damage resulting from a collision or damage from another vehicle is not reimbursable.

Section 2 - Employee Safety

Whenever possible, employees shall be notified when a safety crisis or safety emergency is occurring at a site to which employees may have been previously dispatched. A protocol will be established which notifies employees traveling to that site to return to a specific location, or notifies employees working at the site that a safety crisis or safety emergency is occurring.

ARTICLE IX - SALARY, RETIREMENT, HEALTH, AND WELFARE

Section 1 - Wage Scale

The salary schedule is attached as Addendum A. The monthly salary shall be calculated through multiplying the two thousand eighty (2080) hours times the hourly rate and dividing by twelve. Increments are based on total District experience in any regular position calculated from date of hire.

Salary schedule – Addendum A: The District will implement a new salary schedule as follows:

2017-2018

All steps of the salary schedule will be improved by 2.5%, in accordance with Article XII.

2018-2019

All steps of the salary schedule will be improved by 2.5%, in accordance with Article XII.

2019-2020

All steps of the salary schedule will be improved by 2.5%, in accordance with Article XII.

Section 2– Grandfather Provision

See addendum A1

Section 3 - Skills Stipends

Employees will earn stipends for acquiring the following:

Degree Stipends

4-year college degree - \$400 stipend

2-year college degree - \$300 stipend

Employees must turn in to the Human Resources office applicable supporting documentation (e.g. transcripts) required to earn a degree stipend by no later than May 15 to earn a stipend for that school year. The annual stipend will be prorated for the number of months remaining in the school year. Continuing degree stipends are paid annually in September. The District will begin paying employees for the stipends the pay period following receipt of the verification by the Human Resources office.

Journeyman Stipend

Completion of a journeyman program - \$200 stipend. This provision sunsets August 31, 2016. Effective September 1, 2016 the equivalent compensation is included in the salary schedule hourly rate, Addendum A.

Section 4 - License

The District will pay for any professional licenses required by the District. Employees must have worked six continuous months to qualify for license reimbursement. Employees who have been on layoff status and have not otherwise worked six continuous months are not eligible for the license reimbursement.

Section 5 - Lump Sum Payments

Stipends will be paid in lump sum amounts. If the stipend reoccurs annually without the employee having to do anything extra (i.e., college certificates, degree, etc.) payments will be made (or begin) with the September warrant. If the stipend requires verification by an employee payment will be made (or begin) the pay period following the time verification is received by the District. Employees who work partial years will be provided pro rata stipends. If the employee terminates prior to the end of the year's work, a pro-rated share will be returned to the District.

Section 6 - Retirement

Each employee is placed on the Washington Public Employees' Retirement System and statutory deductions will be made from his/her wages to build up annuities for this retirement. If the employee

leaves the employment of the District prior to retirement, the amount so deducted is returnable, as per the provisions of the Washington Public Employee's Retirement System.

Section 7 - Travel

An employee required to travel from one (1) work site to another in his/her own vehicle during working hours shall be reimbursed for such travel at the regular rate paid to other District employees.

Section 8 - First Aid Classes License Fees

The District will provide first aid training to preventative maintenance and will also make available, at no cost to other bargaining unit employees, first aid training during non-work hours. If first aid classes are required by the District for the employee to remain employed in the District, such classes shall be offered to those same employees during the regular workday.

The District will pay those license fees required for the job after the employee has been employed by the District. Any license that is required for initial employment is the responsibility of the employee.

Section 9 - District Shirts

The District will purchase four shirts each year. Shirts can be any combination of short sleeve, long sleeve, and sweatshirts as long as the total expenditure does not exceed the allocation of two long-sleeve and two short-sleeve shirts. These shirts will be purchased through the District.

Section 10 - Benefits

- A. The District will provide toward the employee's health insurance benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money will be applied first toward dental, vision, basic life insurance, and long-term disability insurance and then to a district-approved medical plan of the employee's choice at the composite rate. Any cost beyond the State allocation per month shall be borne by the employee through payroll deduction or on a direct-pay basis if the payroll warrant does not contain an amount sufficient to cover the cost. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.
- B. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state-operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Union. If there are options and alternatives to bring the District into compliance, those will be negotiated with the Union.
- C. Eligible employees for benefits are those employees who work at least half time or more in a regular position. The District will use 1,440 hours for an FTE for calculation of basic health benefits. The formula for calculation to be days x hours divided by 1,440 equals percentage of an allowable monthly benefit amount.

- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. The open enrollment period for all employee benefits will be on an annual basis determined by the plan administrator. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- E. Fringe benefit pooling practices will be in accordance with RCWs.
- F. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District-designated benefits for all employees who are eligible for the health insurance benefits program.
- G. Employees will have access to purchase district sponsored optional insurance benefits payable through the payroll deduction plan.
- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- I. COBRA continued coverage and other extended coverage will be offered to all eligible employees as required by law, and/or carrier limitations.
- J. Subject to current law and IRS rulings, the District will offer VEBA III. The Union will annually notify the District of its intention to participate in VEBA III.
- K. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options. The Union will work with the District to educate members about the health insurance benefits program and other related services that can assist in managing and/or reducing anticipated premium increases.
- L. Tax sheltered annuity deposits shall be transferred by payday each month.

Section 11 - Compensation

In the event that any provision of the compensation improvement combination (which includes benefit language), in the opinion of the Office of the State Superintendent of Public Instruction or other agency with jurisdiction to establish regulations for School District No. 81, places the District in violation of any compliance regulation, the District may take steps as necessary to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Union.

Section 12 – Longevity

Longevity - Each employee shall receive a \$200 longevity stipend in February for having completed 20 years of employment with the district as of the previous August 31.

Section 13 - Employee Protection

Employees who sustain a personal injury/illness, covered by worker's compensation, in the course of employment will be paid full salary for the period of absence less the amount of the worker's compensation award made for disability to such injury/illness. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.

If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry Order and Notice Form approval. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.

Section 14 - Temporary Foreman

The District will appoint a temporary foreman under the following conditions:

1. Foreman and Assistant Foreman must be on approved leave (which includes sick leave).
2. Absence must be for 1 hour or more (as per salary schedule).
3. Maintenance Department Manager will designate the acting foreman.
4. Acting Foreman will receive the foreman rate of pay at their normal step.
5. Seasonal workers are not eligible to be acting foreman.
6. When a foreman and assistant foreman are absent from the work place, a temporary acting foreman will be assigned based on seniority. An assistant foreman shall be selected by the Maintenance Supervisor and Shop Foreman of the specific craft.

Section 15 - Worker Training

Employees may attend training during their workday without loss of wages for an eight hour period. Training that extends outside the normal workday or workweek will not be compensated for their time. Employees are required to attend mandatory training and are responsible for attending the training(s) in order to maintain their license(s) and/or certification(s). See Addendum C for a sample list of training(s).

Section 16 - Protective Clothing Allowance

The District will purchase gloves deemed as personal protection, exclusive of cold weather clothing.

ARTICLE X - NO STRIKE/NO LOCKOUT

The parties agree that there shall be no strikes, lockouts, or other slowdowns or cessation of work during the life of this Agreement.

ARTICLE XI - EMBODIMENT

The Agreement expressed herein constitutes the entire Agreement except as this Agreement may be amended by mutual agreement hereafter.

ARTICLE XII - SAVINGS CLAUSE

If any provision of this Agreement or of the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and PERC shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision and the parties agree to negotiate replacement language.

Further, the District and the Association agree that this Agreement must conform to the laws enacted in EHB 2242 (2017). If any provision of this Agreement is found to be contrary to the laws enacted in EHB 2242, then the District and the Association must enter into negotiations to bring the Agreement into conformity with such laws.

In accordance with EHB 2242 (2017), the parties also agree that the District cannot provide classified staff (or certificated staff, if applicable) with a percentage increase to total salary during the 2018-19 school year, including supplemental contracts, that exceeds the previous calendar year's annual consumer price index. However, if the District's average classified staff salary is less than the average classified salary allocated by the state for the 2018-19 school year, the District may increase the classified staff salaries so that the District's average classified staff salary equals the average classified staff salary allocated by the state.

ARTICLE XIII – TERMS OF AGREEMENT

This Agreement is made and entered into between School District No. 81 of Spokane Washington, the Employer, and the United Association of Plumbers and Steamfitters, Local Union No. 44. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2020. At any time that rules, regulation, or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor agreement not less than sixty (60) days prior to the expiration date.

United Association of Plumbers and
Steamfitters, Local No. 44:


Business Manager


Bargaining Representative

Spokane School District No. 81:


President, Board of Directors


Secretary, Board of Directors


Chief Financial Officer and Interim Chief
Human Resources Officer

9/27/17
Date

9/13/2017
Date

Sept. 1, 2017

**SPOKANE SCHOOL DISTRICT NO. 81
PLUMBERS & STEAMFITTERS SALARY SCHEDULE - PS, 2017-18**

Level			Years of Experience							
			1	2	3	4	5	6	7	8
1	Plumbers, Steamfitters and Refrigeration Fitters	Annual	63,983.11	64,303.03	64,624.54	64,947.67	65,272.42	65,598.77	65,926.76	66,586.04
		Monthly	5,331.93	5,358.59	5,385.38	5,412.31	5,439.37	5,466.56	5,493.90	5,548.84
		Hourly	30.76111	30.91492	31.06949	31.22484	31.38097	31.53787	31.69556	32.01252
2	Plumbers, Steamfitters and Refrigeration Fitters (PM crew)	Annual	66,185.25	66,516.17	66,848.75	67,183.00	67,518.92	67,856.51	68,195.80	68,877.74
		Monthly	5,515.44	5,543.01	5,570.73	5,598.58	5,626.58	5,654.71	5,682.98	5,739.81
		Hourly	31.81983	31.97893	32.13882	32.29952	32.46102	32.62332	32.78644	33.11430
3	Foreman	Annual	71,259.22	71,615.52	71,973.60	72,333.46	72,695.13	73,058.61	73,423.90	74,158.14
		Monthly	5,938.27	5,967.96	5,997.80	6,027.79	6,057.93	6,088.22	6,118.66	6,179.85
		Hourly	34.25924	34.43054	34.60269	34.77570	34.94958	35.12433	35.29995	35.65295

Level			Years of Experience							
			9	10	11	12	13	14	15	16
1	Plumbers, Steamfitters and Refrigeration Fitters	Annual	67,251.89	67,924.42	68,603.66	69,289.69	69,982.60	71,032.33	72,452.97	73,902.03
		Monthly	5,604.32	5,660.37	5,716.97	5,774.14	5,831.88	5,919.36	6,037.75	6,158.50
		Hourly	32.33264	32.65597	32.98253	33.31235	33.64548	34.15016	34.83316	35.52982
2	Plumbers, Steamfitters and Refrigeration Fitters (PM crew)	Annual	69,566.54	70,262.19	70,964.82	71,674.47	72,391.20	73,477.08	74,946.62	76,445.55
		Monthly	5,797.21	5,855.18	5,913.74	5,972.87	6,032.60	6,123.09	6,245.55	6,370.46
		Hourly	33.44545	33.77990	34.11770	34.45888	34.80346	35.32552	36.03203	36.75267
3	Foreman	Annual	74,899.72	75,648.71	76,405.20	77,169.25	77,940.95	79,110.05	80,692.27	82,306.10
		Monthly	6,241.64	6,304.06	6,367.10	6,430.77	6,495.08	6,592.50	6,724.36	6,858.84
		Hourly	36.00948	36.36957	36.73327	37.10060	37.47161	38.03368	38.79436	39.57024

Employees move from one step to another at the beginning of the year identified on the next step, not at the completion of the year.

ADDENDUM A-1

GRANDFATHER SALARY PROVISION

The hourly rate for Douglas D. McArthur during the term of this Agreement:

2017-2018: \$42.79

2018-2019: the percentage increase shall be 2.5% more than his 2017-2018 rate or the amount permitted by state law as described in Article XII.

2019-2020: the percentage increase shall be 2.5% more than his 2018-2019 rate or the amount permitted by state law as described in Article XII.

ADDENDUM B
FAMILY MEDICAL LEAVE PROVISION

An eligible employee is entitled to a total of twelve (12) workweeks of family medical leave during any fiscal year (September 1-August 31). A regular employee shall first become eligible for family medical leave following the adjusted anniversary of his/her date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family medical leave act.

An eligible employee is entitled to family medical leave for:

- The birth of a child and to care for such child.
- The placement of a child with the employee for adoption or foster care that requires state action.
- Caring for the employee's seriously-ill spouse, parent (not parent-in-law), child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
- A "serious health condition" that makes the employee unable to perform his/her job functions.

For purposes of family medical leave:

- "Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.
- "Spouse" is defined in accordance with state laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
- "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.

If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District No. 81, the family medical leave that may be taken is limited to a combined total of twelve (12) work-weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.

Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family medical leave, the employee shall notify the District of his/her intentions regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the district may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires district approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the district may temporarily transfer the employee to an available alternate position with equivalent pay and benefits, if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.

For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.

Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the district's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:

- Take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
- Be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

ADDENDUM C
Training List

The following is a list of trainings that may be required or preferred in order to maintain a professional license or certification. Note this list is a sample and should not be considered all inclusive.

Plumbers

Journeyman Level Licensed Plumber - Required- Two Years
BAT Certificate (Backflow Assembly Tester) - Required
Annual Safety Training - Required - Yearly
Code Update classes - Required
Asbestos Class I Worker card - Preferred - Yearly
Asbestos Supervisor Certification - Preferred - Yearly
First Aid Card - Preferred - Every three years
Miscellaneous Manufacturers training - Preferred

Steamfitters

Journeyman Level Steamfitter - Required
Gas Mechanics I License - Required
Gas Mechanics II License -Required
3rd Class Boiler License - Required
Annual Safety Training - Required - Yearly
Code Update classes - Preferred
Asbestos Class I Worker card - Preferred - Yearly
Asbestos Supervisor Certification - Preferred - Yearly
EPA Refrigeration Certification - Preferred
First Aid Card - Preferred - Every three years
Miscellaneous Manufacturers training - Preferred

-