UT

Unified Trades

Tentative Agreement

Below are some general highlights regarding duration and compensation for all units:

- The duration of the Collective Bargaining Agreements is 3 years.
- The classified units (UT, IT, CGW, NS, SC and ESS) will see the following salary increases over the 3 year period:
 - o 2022-2023 6.5% (IPD +1%)
 - o 2023-2024 1.0% or IPD whichever is greater
 - o 2024-2025 1.0% or IPD whichever is greater
- The Certificated bargaining unit will earn an increase of IPD for each year of the contract:
 - o 2022-2023 5.5% (IPD)
 - o 2023-2024 IPD
 - o 2024-2025 IPD
- Any additional compensation improvements achieved by the bargaining unit will be listed in the attached documents.

To provide an opportunity for members to preview their unit specific materials and ask questions of their bargaining team, unit specific sessions will be held before the meeting.

Time	Unit	Location
4:00 PM	Certificated	Main Gym
4:00 PM	Educational Support Specialists	Auditorium
5:15 PM	Information Technologies	B 117/119
5:15 PM	Nutrition Services	Choir A107
5:00 PM	Secretarial/ Clerical	Library
5:30 PM	Unified Trades	B 303/305
5:00 PM	Custodial/Grounds/Warehouse	Band A109



As public employees every aspect of our work is political. Our curriculum, our funding, our salaries, our resources, so much is determined by local and state governments.

This year the legislature approved a 5.5% COLA adjustment after pressure from WEA. Our union bargained that into our salaries. That's an increase that ALL our members will see this year, earned through union efforts!



Join WEAPAC today so to keep electing pro-education, pro-union politicians and ensure our school communities have the support and benefits we need. Join and learn more by scanning the code.

General Membership Meeting Guidelines:

All units will convene in the main gym at 6:00 PM where a motion to ratify the tentative agreement will be discussed. We will use the parliamentary rules under Sturgis to run the meeting. Once a motion to ratify the agreement is on the floor you may only speak to that motion in the following ways:

- 1. You may speak for the motion
- 2. You may speak against the motion
- 3. You may ask a question about the motion
- 4. You may move to close debate
 - a. A motion to close debate is not debatable
 - b. If it passes, a vote will be called for on the motion to ratify.

To begin speaking at a microphone, please give your name, work location and your position on the motion.

Example: "I am John Doe from Adams Elementary School and I am speaking for the motion...."

General Membership Meeting Agenda:

- 1. Call the meeting to order members from the breakout rooms come to main gym
- 2. Welcomes and Introductions
- 3. Explanation of the process
- 4. Motion and debate
- 5. Voting
 - a. WEAPAC presentation during the ballot counting
- 6. Announcement of results and next steps
- 7. Close the meeting

Article II – Business; Section 4 – Association Rights

P.12

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.

i. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.

Article III - Personnel; Section 1 - Job Descriptions and Classification

P.15

- B. Employees covered under this Agreement shall be assigned work only in their particular craft. As outlined in the job descriptions, employees may be asked to assist other crafts in the bargaining unit department.
 - 1. Assist shall mean employees may provide help to another craft, but cannot be the lead. An employee from the appropriate craft shall be working on the project and be responsible for the job.
 - a. Examples of working together are for heavier labor intensive assistance; e.g. welder is installing a gate and needs assistance to hold the gate during the welding, holding drywall to assist the carpenter to affix, carry/haul materials to assist.
 - 2. On rare occasion or should a condition arise that endangers life or property, employees may be assigned to work temporarily in another craft or department.

Article III – Personnel; Section 2 – Hours and Days of Work

P.16

- C. Preventative Maintenance Crew
 - 1. The preventive maintenance crew(s) will only perform preventive maintenance work except when preventative maintenance work is complete, or under emergency conditions. Each PM crew will be considered as a separate crew.
 - a. The Foreman shall be called prior to assigning PM crew to an emergency condition, unless there is a swing shift crew who can be called to address the matter.
- J. When the outdoor air quality is at an unhealthy level (151 air quality index) as determined by the Spokane Regional Clean Air Agency, the District will find alternative indoor work at the school site unless circumstances demand work to be completed outside. In these instances, working with the foreman of the department, employees will rotate outside duties on a day to day basis. The District will provide the necessary PPE devices for work to be completed outside in these conditions.
 - 1. In the event the air quality inside buildings in at an unhealthy level (151 air quality index), Unified Trades employees will be sent home if there is no other location for which to work. This will be determined by the Maintenance Director.

Article III – Personnel; Section 3 – Overtime/Compensatory Time

P.20

A. Overtime

3. During a district designated non-work/nonpaid day in instances of more than 260-day work year, employees called in to perform work by their supervisor will be paid the double time (2x) rate.

Article III – Personnel; Section 7 – Holidays

P.24

A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, <u>Juneteenth</u>, and Independence Day.

B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4th, or if they are assigned to work during the summer and their assignment includes work before and after July 4th.

Article III - Personnel; Section 19 - Indoor Air Quality

P.39

A. If an employee observes an indoor air quality issue at any worksite, the employee will ensure that a maintenance work request is submitted immediately by personally submitting the request or by phoning the Facilities office, or by providing direct notice to their supervisor in the case of urgent or potentially hazardous condition. The work request shall include the time specific location and description of the concern. The Maintenance Department will follow standard protocols pursuant to the identification and troubleshooting of the issue and any subsequent repairs.

1. In the event that the issue is located at an employee's primary work site the employee may contact the District's Industrial Hygienist who will follow normal processing procedures regarding the report. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.

Article III – Personnel; Section 21 – Loss and/or Damage of Personal Property

P.41

- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
 - 1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
 - 2. The vandalism must have occurred while the employee was at a district work site performing district business.
 - 3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
 - 4. Reimbursement shall be made per vandalism occurrence in the amount of $\frac{$250}{125}$ or the employee's deductible, whichever is less.

Article IV – Leaves of Absence

P.47

Section 1 – Sick, Family, and Emergency Leave

A. Reporting Absences: In the case of preplanned absence or inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum of twenty-four (24) hours' notice. In emergency cases the employee shall notify the designated office or supervisor as soon as reasonably possible.

- B. Employees shall be granted 12 days of sick, family, and emergency leave at the beginning of each school year. Such leave days may be accumulated per year on a prorated basis to a maximum of two hundred forty (240) days.
 - 1. Sick leave is defined as days of absence from duty because of personal illness and for which no deduction is made in compensation of the employee. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence.

When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five days.

- 2. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (e.g., court appearance, religious holidays, funeral of friend, etc.).
 - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision; or
 - b. Employees shall also be allowed to use accrues sick leave for a spouse, parent, parent in law or grandparent of the employee who has a serious health condition or an emergency condition.
- 3. Sick, family, and emergency leave may be taken to the full amount of accumulation.
- 4. 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 principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year. Doctor's appointments that require absences greater than two hours shall be deducted from sick leave.

5. Sick Leave Sell Back:

- a. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused sick 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. 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.
- b. At the time of separation from 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 sick leave. For the purpose of remuneration at retirement or death, total accrued sick leave shall be limited to 180 days.
- 6. 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 workday and shift.

7. Section 3 Family Care

- a. Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision.
- b. Abuse of sick leave may be subject to disciplinary action as found in the Progressive Discipline Section.

Section 2 16 - Shared Leave

A. An employee is eligible to receive shared leave under the following circumstances:

- 1. The employee:
 - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of extraordinary or severe nature;
 - b. Is a victim of domestic violence, sexual assault, or stalking;
 - c. Need the time for parental leave, to include bonding with an employee's newborn, adoptive or foster child;
 - i. Employees accessing shared leave for this purpose may maintain up to 40 hours of accrued leave in reserve.
 - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
 - d. Is sick or temporarily disabled because of pregnancy disability.
 - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; they can maintain up to 40 hours of annual leave and 40 hours of sick leave in reserve.
 - e. Serves, or has served, the country in one and meets one or more of the following criteria:
 - i. Has been called to serve in the uniformed services;
 - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer services;
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability;
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments;
- 2. A condition or conditions listed above has caused, or is likely to cause, the employee to go on leave without pay or terminate employment.
- 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.

- 4. The employee has abided by district policies regarding sick leave use or military leave use.
- 5. If the illness or injury is work-related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
- 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
 - 1. Annual leave An employee may donate any amount of annual leave provided the donation does not cause the leave donor's annual leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.
 - 2. Sick Leave An employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting gong below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
 - 3. Subject to the above limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The district determines the amount of shared leave, if any, an employee may receive. However, a leave recipient cannot receive more than five hundred twenty-two (522) days of shared leave during total district employment.
- D. Leave will be donated, calculated, and received on a full day incremental basis.
- E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive is using accrued annual leave or sick leave.
- <u>F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the district</u> must be returned to the leave donor.

Section 3 2 - Maternity Leave

A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.

- 1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
- 2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.

- 3. An employee is eligible for a leave of absence for the period of time that they are sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five days shall require a physician's statement to verify the leave period for disability relating to pregnancy of childbirth. A physician's statement for a leave of less than five days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than 30 days.
- 4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
- 5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day their physician indicated at the beginning of their disability.
 - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - c. A long-term substitute may be placed in the employee's position during the period of absence.
- 6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 4 - Parenting Leave

A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.

- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave under section 2 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District-sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section <u>5</u> 7 – Family <u>and</u> Medical Leave (FMLA)

<u>A.</u> Any eligible employee is entitled to a total of twelve (12) work-weeks of Family Medical Leave during any fiscal year (September 1 - August 31), as provided for in District Policy.

Section 6 - Paid Family and Medical Leave (PFML)

<u>A.</u> Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program is commenced on January 1, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for benefits.

Section 7 - Personal Leave B. Non-restricted vacation leave

- A. In addition to <u>vacation leave</u> the above noted vacation days each employee will be granted an additional three (3) non-restricted vacation personal leave days annually.
- B. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year.
- C. Request to use <u>personal leave</u> non-restricted vacation days must be made by the end of the prior regularly scheduled workday.
- D. The employee is not required to state the reasons for the request to take such leave days.
- E. These leave days are separate from sick, family, and emergency leave days.
- F. No more than three (3) personal non-restricted vacation leave days may be taken at any one time.
- G. Employees who elect not to utilize these days may elect to cash out days as provided below.
- H. Employees may carry over up to one half (1/2) of their earned regular vacation and up to two (2) days of <u>personal leave</u> non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of <u>personal leave</u> non-restricted vacation at the true per diem rate so long as in the last two years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30) days.

Section 8 – Temporary Absence

A. 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 and educational growth activity may be excused by the supervisor without loss of pay, if, in the judgement of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used for an accumulated total of more than four (4) hours per year and must be taken in no less than 30-minute increments.

Section 9 5 - Bereavement Leave

A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.

- B. Absences 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, brotherin-law, sister in-law, son-in-law, daughter-in-law and grandparent-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 emergency leave or vacation.

Section 10 - Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to their giving such jury service.
- B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

Section 11 12 - Subpoena Leave

<u>A.</u> District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

Section 129 - Community Service Leave

A. An employee representing the District may be excused by their principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, their duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the District.

B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

Section 13 – Public Service

A. It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office.

Section 14 - Military Leave

A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.

B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave without pay.

Section 15 11 - Education Leaves

A. Employees who desire to further their education may request to move from full-time to parttime, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work halftime. The employee will request the leave in writing.

B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which their qualified, if a position is available at time of return.

Section 16 17 - Association President's Leave

A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.

- B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 17 18 - Association Leave

- A. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association each school year for the purpose of Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
 - 1. Substitute time for joint committees will not be counted against Association leave days.
 - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.

3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section 18 14 - Miscellaneous Leaves

A. Other leaves may be granted upon District approval for up to one (1) year without pay or District benefits, provided sufficient notice is given.

- B. Special conditions of the leave shall be put in writing at the time the leave is granted.
- <u>C.</u> The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and condition of the employee's leave agreement with the District and may be cause for disciplinary action.
- <u>D.</u> Seniority, and accrued sick leave at the time of the leave will apply on return from the leave. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from regular duties. The employee shall return to a position of equal classification and hourly rate if such position is available or to a position which is mutually agreeable to the District and the employee, if a position is available upon return.
- E. B. The following types of leave will be considered under this policy:
 - 1. Active military service (with pay if absence under RCW 38.40.060).
 - 2. Additional college preparation, providing it is job related.
 - 3. Extensive travel—must be in best interest of the District.
 - 4. Health of the employee or member of the employee's immediate family.
 - 5. Other educational service so long as deemed beneficial to the District.
 - 6. Public service leave.
 - 7. Child-rearing leave, if not covered under family and medical leave.

Section 19 8 – Vacation /Non-Restricted Vacation

A. Twelve month employees shall earn vacation monthly on a pro rata basis.

1. Years of Service	Vacation Eligibility	
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. The foreman for each department will earn vacation accruals at the 25+ years of service rate.
- C. Any terminated employee will receive prorated vacation pay on their last warrant.
 - 1. Employees who are laid off shall have the option of either cashing out their vacation or holding it for potential recall. Should the recall timeline expire, employees shall be paid out in full their vacation balance.
- D. Twelve month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee as long as levels of service below are maintained. Selection shall be on seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted at least thirty (30)

days in advance, requests shall be granted on a first-come, first-served basis up to the limit. Minimum number of staff needed in order to maintain minimum service levels:

- 1. Carpentry Department: 4 employees (1 is the foreman or acting foreman)
- 2. Mechanic Department: 3 employees (1 is the foreman or acting foreman)
- 3. Paint Department: 2 employees (1 is the foreman or acting foreman)

These minimal coverage numbers do not apply during winter break.

- 5. The District and the Association agree that vacation accrual dates for members of the Unified Trades bargaining unit will be based on total time served within the district in a regular position. Guidelines developed for computing step increase dates will be followed.
- 6. 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 rehire date.
- 7. Employees may carry over up to one half (1/2) of their earned regular vacation and up to two (2) days of <u>personal leave</u> non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules.
 - a. Vacation that must be used or will be lost must be scheduled and used by August 31st. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employee's electronic pay stub.
 - b. In any year an employee may choose to sell back up to three (3) days of <u>personal leave</u> non-restricted vacation at the true per diem rate so long as in the last two years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30).

Section 20 13 - Natural Disaster

<u>A.</u> When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify their supervisor as soon as reasonably possibly of their inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, non-restricted vacation, sick/emergency leave, or pay.

Section 21 15 - Insurance Premiums While on Leave

<u>A.</u> The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

Article V - Salary and Benefits; Section 1 - Salary

P.58

- B. During the life of this agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:
 - 2. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.
- C. The current salary schedule is listed under the Addendum A of this Agreement.

- 1. For the 2022-2023 2019-2020 school year, the salary schedule shall increase by 6.5% 1.0%
- 2. For the $\underline{2023-2024}$ school year, the salary schedule shall increase by $\underline{1.0\%}$ $\underline{1.8\%}$ or IPD whichever is greater.
- 3. For the $\underline{2024-2025}$ $\underline{2021-2022}$ school year, the salary schedule shall increase by $\underline{1.0\%}$ or IPD whichever is greater.
- E. Additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement. This provision does not apply for the duration of this 2016-2019 contract.

K. Acting Foreman Positions:

- 1. The acting foreman will take on the responsibilities and receive the foreman's pay whenever the foreman is absent for one (1) hour or more <u>and not more than 8 hours in a day and excluding a 4 day, 10 hour work week</u> schedule.
 - a. The foreman must be on approved leave, which includes sick leave.
 - b. The Foreman from each department with the direction from the Director will identify an Acting Foreman from the day shift pool. The seniority list will be used.
 - c. The acting foreman will receive twelve (12%) percent above their normal salary schedule.
 - d. In the event both the Foreman and Acting Foreman are absent, the department director will identify the most senior employee to cover the absence.
 - i. The seniority list will be used to identify the acting foreman.
 - e. Seasonal workers are not eligible.

Article V – Salary and Benefits; Section 2 – Stipends

P.60

A. Education Stipend - Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one education stipend per year. This stipend is paid in September. Temporary employee stipends are prorated.

- 1. 4-year college degree = \$400 stipend, or
- 2. 2-year college degree = \$300 stipend
- 3. Journey License \$200 stipend
- 4. Asbestos Stipend (Inspector and supervisor positions) \$200
- B. General Provisions Stipend The District will provide an allowance annually in the amount noted below for each position in the unit, to be paid in the September warrant or in 12 monthly installments. This amount will be prorated for temporary employees. This stipend shall be used to purchase items or other materials as needed in the position. This stipend includes the purchase of tools, boots, clothing, and protective gear.

- 1. The General Provisions Stipend amount for each position is designated as follows: Mechanic, \$2,340; Carpenter, \$1,940; Painter, \$1,440; Support Operator, \$1,640. These numbers will increase by 5.5% in the 2022-2023 school year and will increase by IPD each year thereafter.
- D. District Shirts The District shall provide four (4) shirts. 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. Every even year, employees will get one coat (upon request), in addition to the shirt/sweatshirt options above. New hires will receive five (5) shirts/sweatshirt and a coat upon starting with the district. These shirts will be purchased through the District. All employees will be required to wear identification tags as provided by the District while on duty. and one (1) coat for new employees to the District. The District shall provide apparel items on an ongoing basis; currently shirts, sweatshirts, and coats. These apparel items are prone to heavy wear and tear or have specific safety or operational benefits to the employee. New apparel will be issued to the employee as needed upon return of old and damaged apparel. The District reserves the right to place a limit on the number of apparel replacements if wear and tear is deemed unusually high.

E. Cell phone reimbursement – In the event an employee chooses to use their personal cell phone rather than a cell phone provided by the District, they shall receive a \$25.00 per month stipend.

Article VII – Duration and Signatory Provision;

P.70

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. 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, 2025 2022. At any time that rules, negotiations, and/or law is change 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.

Elimination of MOUs

The following MOUs have been removed because their work has been completed or their purpose has expired.

ADDENDUM E: Benefits MOU P.81