

September 1, 2023 – August 31, 2025

# Collective Bargaining Agreement

*between*

Spokane School District No. 81

Board of Directors

and the

United Association of Plumbers & Steamfitters,

Local No. 44

*Representing*

***Plumbers & Steamfitters***



Spokane Public Schools  
*excellence for everyone*

## Plumbers and Steamfitters 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 - Foreman Absences .....	5
Section 6 - Shift Assignment .....	5
Section 7 - Joint Advisory Committee .....	5
ARTICLE II - HOURS AND DAYS WORKED; PAID VACATION AND HOLIDAYS; SICK, FAMILY, EMERGENCY, BEREAVEMENT, AND SPECIAL LEAVE .....	6
Section 1 - Hours and Days Worked .....	6
Section 2 - Vacation .....	8
Section 3 - Paid Holidays .....	9
Section 4 - Sick, Family, and Emergency Leave .....	9
Section 5 - Bereavement Leave .....	11
Section 6 - Injury .....	12
Section 7 - Jury Service .....	12
Section 8 - Paid Family and Medical Leave (PFML) .....	12
ARTICLE III - REDUCTION IN FORCE .....	13
ARTICLE IV - SUSPENSION, DISMISSAL, OR TERMINATION .....	13
Section 1 - Progressive Discipline .....	13
Section 2 - Notice of Termination .....	14
ARTICLE V - SETTLEMENT OF GRIEVANCES AND DISPUTES .....	14
ARTICLE VI - JURISDICTION .....	15
ARTICLE VII - PROBATIONARY EMPLOYEES .....	15
ARTICLE VIII - PROTECTION OF EMPLOYEES .....	15
Section 1 - Protection for Automobiles .....	15
Section 2 - Employee Safety .....	16
ARTICLE IX - SALARY, RETIREMENT, HEALTH, AND WELFARE .....	16
Section 1 - Wage Scale .....	16
Section 2 - Skills Stipends .....	17

<b>Section 3 - License</b> .....	17
<b>Section 4 - Lump Sum Payments</b> .....	17
<b>Section 5 - Retirement</b> .....	18
<b>Section 6 - Travel</b> .....	18
<b>Section 7 - First Aid Classes License Fees</b> .....	18
<b>Section 8 - District Shirts/Cell Phones</b> .....	18
<b>Section 9 - Benefits</b> .....	18
<b>Section 10 - Compensation</b> .....	19
<b>Section 11 – Longevity</b> .....	20
<b>Section 12 - Employee Protection</b> .....	20
<b>Section 13 - Worker Training</b> .....	20
<b>Section 14 - Protective Clothing Allowance</b> .....	20
<b>ARTICLE X - NO STRIKE/NO LOCKOUT</b> .....	20
<b>ARTICLE XI - EMBODIMENT</b> .....	20
<b>ARTICLE XII - SAVINGS CLAUSE</b> .....	21
<b>ARTICLE XIII - TERMS OF AGREEMENT</b> .....	22
<b>ADDENDUM A: SALARY SCHEDULE</b> .....	23
<b>ADDENDUM B: FAMILY AND MEDICAL LEAVE</b> .....	24
<b>ADDENDUM C: TRAINING LIST</b> .....	27

## **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 the employee away from the district facility in which employee is working. The shop steward shall be allowed reasonable time for the performance of employee's duties, and in no case should 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 Dues**

- A. Union dues are determined by the Union. Questions about dues should be directed to the Union. Changes to dues deduction amounts shall be provided to the District by September 1<sup>st</sup> of each year.
- B. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10<sup>th</sup> of each month.
- C. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
- D. The Union shall have the right to deduct from the salary of members of the Association, an amount equal to fees and dues required for membership in the United Association of Plumbers and Steamfitters Local No. 44.
- E. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.
- F. 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 deduction, 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. 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 Acting Foreman of the bargaining unit shall be invited to participate in the interview process.

### **Section 5 - Foreman Absences**

The Acting and Temporary Foreman will be appointed under the following conditions:

- A. An acting foreman shall be selected by the Maintenance District Administrator and Shop Foreman of the specific craft.
- B. When a foreman and acting foreman are absent from the workplace, a temporary foreman will be assigned based on seniority.
  - 1. Foreman and Acting Foreman must be on approved leave (which includes sick leave).
  - 2. Absence must be for 1 hour or more.
- C. Acting/Temporary Foreman will receive a 12% differential of pay at the employee's normal step.
- D. Seasonal workers are not eligible to be acting/temporary foreman.

### **Section 6 - 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 right of refusal for the position.

### **Section 7 - 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.
- B. 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**

A. Day Shift employees' 40-hour work week schedule options are as follows:

1. Five (5) day and eight (8) hour shift
  - a. (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.
2. Four (4) day and ten (10) hour shift
  - a. (10) 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.
3. Four (4) day (9) hour and (1) day (4) hour shift
  - a. (9) hour/(4) 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.
4. Election for school year must be submitted and approved by July 15<sup>th</sup>. The start of this schedule will be September 1<sup>st</sup> through the Friday after the last student day. The selection will continue for the entire school year and can only be modified at the next election date.
5. Election for summer schedule must be submitted and approved by April 15<sup>th</sup>. The start of this schedule will be the first full week after the last student day through August 31<sup>st</sup>. The selection will continue for the entire summer and can only be modified at the next election date.
6. Any holidays and/or special leave days will be paid at eight hours.
7. The foreman, as delegated by the Maintenance Administrator, will approve the individual's schedule choice as long as five-day coverage is adequately provided.

B. The Foreman's schedule will be five (5) day (8) hour shift or a (4) four-day nine (9) hour and (1) day four (4) hour shift during the school year. Foremen are excluded from the four (4) day ten (10) hour shift. If the foreman chooses a four (4) day nine (9) hour and (1) day four (4) hour shift, there will be no acting foreman coverage or associated pay.

C. For the 2023/24 school year, Preventative Maintenance employees' 40-hour work week schedule options are as follows:

1. Five (5) day and eight (8) hour shift
  - a. School Year: (8) hours shall constitute a day of work with starting and stopping time between 3:00 p.m. to 11:30 p.m., Monday through Friday.

- b. Summer & Winter Break: During these exceptional times, the workday may be flexed from 6:30 a.m. to 6:30 p.m.
  - 2. Four (4) day and ten (10) hour shift
    - a. (10) hours shall constitute a day of work with starting and stopping time between 1:00 p.m. to 11:30 p.m., Monday through Friday.
    - b. Both employees riding in the same vehicle must agree to this schedule.
  - 3. Election for school year schedule must be submitted and approved by July 15<sup>th</sup>. The start of this schedule will be September 1<sup>st</sup> through the Friday after the last student day. The schedule selection will continue for the entire school year and can only be modified at the next election date.
  - 4. Election for summer schedule must be submitted and approved by April 15<sup>th</sup>. The start of this schedule will be the first full week after the last student day through August 31<sup>st</sup>. The schedule selection will continue for the entire summer and can only be modified at the next election date.
  - 5. Any holidays and/or special leave days will be paid at eight hours.
  - 6. The foreman, as delegated by the Maintenance Administrator, will approve the individual's choice as long as five-day coverage is adequately provided.
  - 7. In the spring of 2024 the district, with input from the union, will assess the above preventative maintenance schedule to ensure operational needs are being met. The district will determine if the 4 / 10 schedule and start/end times can continue through the duration of the contract.
- D. 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.
- E. 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.
- F. 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.
- G. Any time worked in excess of eight (8) hours per day during the regular workweek for employees who work the five (5) day and eight (8) hour schedule shall be at the rate of time and one-half. Employees who work the four (4) day and ten (10) hour schedule or the four (4) day and nine (9) hour and one (1) day four (4) hour schedule shall be at the rate of time and



one-half for any time worked in excess of 40 hours in a work week. 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 district administrator 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.

- H. 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.
- I. 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 (23) 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 the employee's 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 personal (eligible for sell back) days. The request for personal 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 personal leave days. These personal leave days are separate from sick and emergency leave days. These personal days may be accumulated to a total of five (5). No more than three (3) personal 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.
- G. 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, Juneteenth, 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 thirteen (13) 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 the employee's 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 workday 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 the employee 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 28A.400.210 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. The 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 (Aligned with Policy-5404)

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, as defined by RCW 50A.05.010 (10).

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 district administrator, 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. These days must be taken in full day increments. (The 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. These days must be taken in full day increments. (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 the employee's district administrator and foreman and shall request in writing that the employee be excused from work to perform jury duty.
- C. In instances when an employee is released from jury duty at midday or earlier, the employee shall return to the employee's work assignment.

### **Section 8 - Paid Family and Medical Leave (PFML)**

Washington State Security Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program commenced on September 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.

### **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 workforce 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 the employee's 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, the supervisor shall notify the employee of the nature of the concern which has come to the supervisor's 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 the employee's 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 the employee is immediately responsible. If the matter is not resolved at that level, or if the employee is reluctant to discuss the problem with the employee's immediate-district administrator, the employee should discuss the grievance and/or dispute with the administrator 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 employee's representative and the Superintendent of School District No. 81 and/or employee's 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 perform preventive maintenance work. The maintenance district administrator 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 maintenance district administrator and foreman 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.

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 \$250 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**

In August of 2020, the District and the UA44 Plumbers and Pipefitters, worked collaboratively to establish a new and unprecedented within the District bargaining environment, approach to establishing Salary Schedules and Compensation levels. This new approach recognized the journey level skill and expertise of the Plumbers and Pipefitters Shop, provided total compensation that is industry benchmarked, recognized the unique trades within the Plumbers and Pipefitters Shop, and identified a path for reinvestment back into the trades by establishing a foundation for a future apprenticeship program.

## **Section 1 - Wage Scale**

- A. 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.
1. Washington State school district journeyman level experience will count year for year for initial placement on the salary schedule.
- B. Each new school year, the salary schedule will be established based on ninety-one percent (91%) when comparing total compensation to an industry benchmark at the highest rate on the level 7 schedule. The schedule for all positions besides foreman will be made up of eleven (11) steps.
1. The salary schedule will be reviewed and adjusted annually for an effective date of September 1st. Any changes to the salary schedule will be based on percent of change to the agreed industry benchmark after adjusting for employer funded benefits and additional employee compensation, including stipends and vacation as outlined below.
  2. The agreed upon industry benchmark will be prevailing wage as published for Spokane County on the Washington State Department of Labor & Industries site (<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>). The published rate on March 31st of each year will be used for the salary schedule calculation.

3. The valuation of employee medical and retirement benefits will be based on the rates as published by the state of Washington.
4. The calculation for total employee compensation will include the following:
  - Employer contributions to:
    - Medical
    - Retirement
    - Insurance benefits
  - Holidays
  - Sick Leave
  - Vacation Leave
  - Personal Days
  - Annual Training Day
  - Employer funded stipends:
    - Educational Degree stipend (\$300/\$400)
    - Longevity stipend (\$300)

## **Section 2 - Skills Stipends**

Employees will earn stipends for acquiring the following:

- 4-year college degree - \$400 stipend
- 2-year college degree - \$300 stipend
- Backflow Assembly Tester (BAT) License - \$200 stipend
- Asbestos License - \$200 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 degree 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 all other stipends in the pay period following receipt of the verification by the Human Resources office.

## **Section 3 - License**

The District will pay for any professional licenses (excluding personal driver's 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 4 - Lump Sum Payments**

Stipends will be paid in lump sum amounts. If the stipend recurs 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 5 - Retirement**

Each employee is placed on the Washington Public Employees' Retirement System and statutory deductions will be made from the employee's wages to build up annuities for this retirement. If the employee leaves the employment of the District prior to retirement, the amount deducted is returnable, as per the provisions of the Washington Public Employee's Retirement System.

## **Section 6 - Travel**

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

## **Section 7 - 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 8 - District Shirts/Cell Phones**

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. Every even year, employees will get one (1) coat upon request, in addition to the shirt/sweatshirt options above. New hires will receive five (5) shirts/sweatshirts 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.

Cell Phone Reimbursement: In the event an employee chooses to use their personal cell phone rather than the cell phone provided by the district, the employee will receive a stipend of \$25 per month. The choice to use a personal cell phone and receive the stipend reimbursement shall occur annually and decision must be made for the following school year by July 15 to begin September 1.

## **Section 9 - 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. Employees shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the year shall count for the purposes of establishing eligibility.
- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB Program. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB 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 SEBB provisions.
- 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 Union will work with the District to educate members about the SEBB State Program 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 10 - 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 11 – Longevity**

Longevity - Each employee shall receive a \$300 longevity stipend in February for having completed 20 years of employment with the district as of the previous August 31.

**Section 12 - 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 13 - 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 14 - 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, 2025. 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.

Signatures for Approval of this Agreement:

\_\_\_\_\_  
Business Manager  
United Association of Plumbers & Steamfitters  
Local No. 44

\_\_\_\_\_  
President, Board of Directors  
Spokane Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bargaining Representative,  
United Association of Plumbers & Steamfitters  
Local No. 44

\_\_\_\_\_  
Secretary,  
Board of Directors  
Spokane Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ADDENDUM A: SALARY SCHEDULE

Sept. 1, 2023

SPOKANE SCHOOL DISTRICT NO. 81  
PLUMBERS & STEAMFITTERS SALARY SCHEDULE - PS, 2023-24

		Step:	1	2	3	4	5	6	7	8	9	10	11
Plumber & Pipefitter	7	Base	78,895.39	80,442.36	81,989.33	83,536.30	85,083.27	86,630.24	88,177.21	89,724.17	91,271.14	92,818.11	94,365.08
		Hourly	37.93048	38.67421	39.41795	40.16168	40.90542	41.64915	42.39289	43.13662	43.88036	44.62409	45.36783
Plumber & Pipefitter; Preventative Maintenance	8	Base	82,051.21	83,660.06	85,268.90	86,877.75	88,486.60	90,095.45	91,704.30	93,313.14	94,921.99	96,530.83	98,139.68
		Hourly	39.44770	40.22118	40.99466	41.76815	42.54163	43.31512	44.08861	44.86209	45.63557	46.40905	47.18254
Heating Equipment Mechanic	9	Base	68,343.82	69,683.89	71,023.96	72,364.04	73,704.11	75,044.19	76,384.27	77,724.33	79,064.41	80,404.49	81,744.57
		Hourly	32.85761	33.50187	34.14613	34.79040	35.43467	36.07894	36.72321	37.36747	38.01174	38.65600	39.30027
Heating Equipment Mechanic: Preventative Maint.	10	Base	71,077.56	72,471.24	73,864.92	75,258.61	76,652.27	78,045.96	79,439.64	80,833.32	82,226.99	83,620.67	85,014.35
		Hourly	34.17190	34.84194	35.51198	36.18202	36.85205	37.52210	38.19213	38.86217	39.53221	40.20225	40.87228
Refrigeration & Air Conditioning Mechanic	11	Base	71,531.02	72,933.59	74,336.16	75,738.73	77,141.30	78,543.86	79,946.43	81,349.00	82,751.57	84,154.14	85,556.71
		Hourly	34.38991	35.06423	35.73854	36.41285	37.08716	37.76147	38.43578	39.11010	39.78441	40.45872	41.13303
Refrigeration & Air Conditioning Mechanic:	12	PM	74,392.27	75,850.93	77,309.61	78,768.27	80,226.95	81,685.62	83,144.29	84,602.97	86,061.63	87,520.31	88,978.98
		Hourly	35.76551	36.46679	37.16808	37.86936	38.57065	39.27193	39.97322	40.67450	41.37578	42.07707	42.77836
Foreman	13	All Years											
		Base	105,688.89										
		Hourly	50.81197										



## **ADDENDUM B: FAMILY AND MEDICAL LEAVE**

### A. Family and Medical leave:

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1<sup>st</sup> – August 31<sup>st</sup>). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of their date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
  - a. The birth of a child and to care for such child.
  - b. The placement of a child with the employee for adoption or foster care that requires State action.
  - c. Caring for the employees seriously ill spouse, parent, 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.
  - d. A serious health condition that makes the employee unable to perform her/his job functions.
3. For purposes of family medical leave:
  - a. “incapable of self-care” means that they are incapable of performing several of the basic activities of daily life without the assistance of another person.
  - b. “spouse” is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
  - c. “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.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #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.
5. 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 they are entitled prior to going on unpaid family

medical leave. When requesting family and medical leave, the employee shall notify the District of their intention regarding use of accrued paid leave to which they are 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 that 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 their 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.

6. Family medical leave taken on an intermittent basis (such as working a reduced workweek) 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.
7. 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.
8. 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.
9. 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.

10. 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:
  - a. Take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
  - b. 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