



**2017-2020 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 609  
(Alarm Monitors and Security Response Specialists)**

**Includes:  
2017-2020 Collective Bargaining Agreement  
2017-2020 Memoranda of Understanding**

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**LOCAL NO. 609**  
**(Alarm Monitors and Security Response Specialists)**

Seattle School District Negotiating Team:

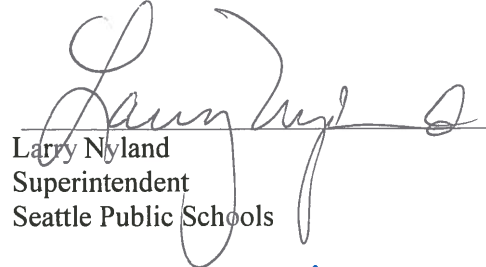
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Local 609 Negotiating Team:

Mike McBee, Chief Negotiator  
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Jennifer Francis  
Rachel Buck

In witness whereof, the parties hereto have executed this Agreement this 9<sup>TH</sup>, day of MAY March 2018.

**Seattle School District No.1**

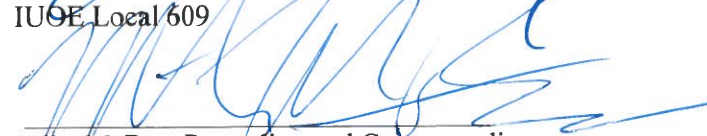
  
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IUOE Local 609

  
Mike McBee, Recording and Corresponding  
Secretary

**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**Alarm Monitors and Security Response Specialists**  
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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609**

(Alarm Monitors & Security Response Specialists)

**ARTICLE I: PARTIES TO THE AGREEMENT**

This Agreement is entered into upon the date it is signed by both parties. The parties are the Seattle School District No. 1 and Union Local 609, International Union of Operating Engineers, representing those employees of the Seattle School District No. 1 working in job classifications listed in Appendix A, B and C except those employees excluded by Chapter 41.56 RCW or rulings of the Public Employment Relations Commission.

**ARTICLE II: RECOGNITION**

- A. The provisions of this Agreement shall be applicable to the employees of the Seattle School District No. 1 as outlined above.
- B. The Seattle School District No. 1 recognizes the Operating Engineers Union Local No. 609 to be the sole and exclusive bargaining agent for its aforesaid employees and to be entitled to act for and to negotiate agreements covering all employees in the unit and to be responsible for representing the interests of all such employees, pursuant to law, Chapter 41.56 RCW as amended.
- C. When the word “District” is used, it refers to Seattle School District No. 1. When the word “employee” is used, it refers to a member of the bargaining unit referred to in Article I above. When the word “Union” is used, it refers to the International Union of Operating Engineers, Local 609.

**ARTICLE III: APPLICATION OF AGREEMENT**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article I shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.
- B. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.
- C. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Union. Such alterations, changes, additions or deletions shall expire with this Agreement. Memoranda of understanding executed prior to the effective date of this Agreement are null and void.

The parties will meet and review settlement agreements on an annual basis no later than March 15.

- D. Neither party shall be required to negotiate or bargain on any issue during the term of this agreement, except as otherwise provided in this Agreement.

#### **ARTICLE IV: AFFIRMATIVE ACTION**

- A. It is the policy of the District to employ persons on the basis of merit, training, and experience and that there shall be no discrimination against any employee or applicants because of race, creed, color, religion, marital status, national origin, gender, sexual orientation, economic status, age, or handicap except as may be permitted to meet a bona fide occupational qualification and the District shall comply with State or Federal laws as may pertain thereto.
- B. In implementing the Affirmative Action program, the District shall recruit, employ, and assign personnel in conformity with State and Federal laws, rules, regulations, and directives.

#### **ARTICLE V: MANAGEMENT RIGHTS**

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
1. The right of the District to hire, terminate, suspend, transfer, promote, demote, or discipline employees for proper cause;
  2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment and technology;
  3. The right to determine the starting and quitting time and the number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to the Fair Labor Standards Act; and,
  4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.
- B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either with the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the district's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.
- C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing safety and security services to support the needs of schools and departments of the District.

1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Safety and Security Department (SSD) to provide security services for the needs of students, staff and community members in schools and departments of the District.
  2. **Service Expectations.** The types of services, and the level expected are defined in the Health and Security Department Manual Part 2 and other documents describing the services to be provided. They are to be communicated to the employees covered by this agreement as well as the customer representatives in the schools and departments to assure common understanding of expectations.
  3. **Communications.** Routine communication regarding coordination of service needs and service delivery within the established service expectations should occur with the customers. This would include communication about the scheduling or timing of needed services or special requests consistent with the scope of service. Such communication should also include the initial discussion of concerns about a service request or the quality or level of service provided. Whenever a question or concern is not resolved by such discussion to the satisfaction of either the customer representative or the Local 609 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the SSD. This is consistent with the expectation that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor Relations Department and Union.
  4. **Supervision.** The Local 609 bargaining unit employees covered by this agreement are employed by the Safety and Security Department and supervised by a chain of command within that Department. The Chain of Command is as established by the SSD and communicated to employees covered by this agreement as well as customer representatives as needed. Supervisors and managers are defined for purposes of management decisions as administrative employees who are not members of the Union.
  5. **Evaluation.** Performance evaluation of Local 609 bargaining unit employees covered by this Agreement are to be conducted by the chain of command in the SSD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the SSD in consultation with the Union.
- D. The above statement of Management Rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either Management or the Union.
- E. The District has the responsibility to provide an explanation to the employee and Union representative prior to changes in rules or mutually agreed to past practices.
- F. The exercise of the Management Rights herein does not modify the employee's right to appeal through the Grievance Procedure, when such exercise violates the letter and intent of this Agreement.



## **ARTICLE VI: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP**

The District agrees that it will not interfere with the right of its employees to become members of the Union and will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of his/her membership in the Union.

## **ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT**

- A. In the employment of new or additional employees who would be represented by the Union, the District shall have the right to employ persons without regard to membership in the Union.
- B. Upon completion of the hiring process, the District shall provide to the Business Representative of the Union the name, address, and date of employment of all newly hired employees covered by this Agreement.
- C. It is agreed that all employees under this Agreement will become members of the Union after thirty-one (31) days of employment and maintain membership as a condition of continued employment unless an RCW 41.56 exception applies.
- D. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.

## **ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES**

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56.110 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes in dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

## **ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES**

- A. The Union shall have the right to post notices of their activities and matters of organization concern on bulletin boards in the employees' work area.
- B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks, or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members in District facilities, such authorized agents shall check in at the building office to be directed into the District facility,
- C. The Business Manager or designee is invited to participate as an observer in regularly scheduled or special meetings.
- D. The Union may designate one (1) employee as a steward for each ten (10) Bargaining Unit employees assigned to buildings. The Union will notify the District of the effective appointment date of a steward. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.

## **ARTICLE X: LEAVE FOR UNION ACTIVITIES**

Officers of the Union and Union members who are listed as official delegates or participants in the formal program of a function or convention, and Union officers or members who are authorized to represent the Union at Union programs, conventions, and legislative meetings (pursuant to Chapter 174, Laws of Washington, Extraordinary Session 1969, amending Chapter 41.56) may be granted leave to attend the meetings and conferences subject to the procedure set forth in Section B below.

### **SECTION A: Procedure**

- 1. Request for leave of any Union officer or member must be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to Department Manager or designee, a minimum of five (5) working days before the leave is to take effect. If five (5) days' notice is not possible (e.g., meetings with District personnel when less than five (5) working days' notice is provided to the Union), notice shall be provided as soon as possible.
- 2. An officer or member of the Union who is granted a Union activity leave shall be paid the regular rate of pay as if he/she were on the job during the period of the leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.
- 3. The Union will be provided a pool of one hundred (100) substitute days per year of the Agreement consisting of fifty (50) days paid for by the District and up to fifty (50) additional days paid for equally by the Union and the District. The pool of days will be shared by the Operating Engineers Local No. 609-A (Custodial Engineers and Gardeners), No. 609-B (Food Service Workers), No. 609-C (School Security Specialists), Security Response Specialists and Alarm Monitors for the purposes of meeting with the District's representative(s) to resolve grievances, to represent members and their interests with the employer or negotiate collective bargaining agreements.

- a. In situations where a substitute is not feasible due to the member's unique work skills (or a substitute is not available) to cover for the union member's union release time, the District will pay the employee's regular hourly rate for the union release time; however, such days will be counted against the combined substitute pool days on the same basis as if a substitute were utilized.
  - b. Where a substitute is not feasible due to the member's unique work skills, the district may request that the member be recalled to work at the district for situations mutually agreed upon by the district and union, in writing. When such member is recalled to work at the district, the member's union release on that day will not be charged against the pool of substitute days.
  - c. The pool of substitute days for union release time will not be charged for situations where the district has cancelled a scheduled meeting with less than one (1) workdays advance notice.
4. Should the Superintendent's office or other senior District representative (Director of Labor Relations, Human Resources, Facilities. etc.) require the assistance or attendance of any official of the Union the substitute, if needed, will be paid for by the District.

## **ARTICLE XI: LEAVE FOR BUSINESS MANAGER AND FULL-TIME OFFICER**

### **SECTION A: Provisions**

1. The Business Manager/Agent of the Union and one (1) full-time officer of the Union shall be provided full time leave for the term of such office, without loss of salary or fringe benefits subject to full pre-paid monthly reimbursement to the District by the Union.
2. The Union agrees to indemnify and to defend the District and its representatives and to hold each and all of them harmless from any and all claims, liabilities, or costs which arise out of entering into or enforcement of this section.
3. Leaving Office:
  - a. Upon leaving office, the Business Manager/Agent and/or the full-time officer must notify the District in writing within two (2) weeks if the Business Manager/Agent and/or the full-time officer wish to return to full-time District employment.
  - b. If such notification is given, the Business Manager/Agent and/or the full-time officer shall be entitled to resume employment duties on a mutually agreeable date in a position comparable to his/her previous position which includes seniority promotion for which he/she would be eligible as commonly made with the District.

## SECTION B: Salary and Benefits

1. The salary of the Business Manager/Agent and the full-time officer while on leave shall be set by the Union and the District agrees to pay a like amount to the Business Manager/Agent and full-time officer subject to full reimbursement in advance each and every month for all monies expended.
2. The District agrees to maintain accumulated sick/emergency leave, retirement, and seniority rights for the Business Manager/Agent and full-time officer during the period of the leave. The Union is responsible for keeping and submitting to the District monthly sick and annual leave records for employees on Union Leave status.
3. The Business Manager/Agent, full-time officer, and all other employees on Union Leave are specifically excluded from District liability coverage, and risk insurance, if any, for such liability must be provided for the Business Manager/Agent and full-time officer by the Union.
4. Employees who are injured while on Union Leave are not eligible for on the job injury supplements as provided in Article XVI Section H.

## **ARTICLE XII: WAGES AND EMPLOYEE BENEFITS**

### SECTION A: Salary Schedule(s)

1. The 2017-18 Salary Schedules shall be shown in Appendix A, B and C.
2. During the 2018-19 school year, the base wage rates specified in Appendix A shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates specified in Appendix A shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:

The increase will be in addition to the increments called for by XII-A-4 below.

  - a. Prior to effectuating the state-designated increases pursuant to 2 and 3 above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.
  - b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the

Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

4. Increments:
  - a. FTE employees shall be eligible for an annual performance increment, subject to a “Satisfactory” or better evaluation (paragraph b below) until they reach the maximum step/lane of their salary class.
  - b. Performance/Evaluation Increments:
    1. Regular employees who received a “Satisfactory” or better evaluation and satisfactorily complete (as determined by the instructor) all mandatory training sessions designated by the Safety and Security Department during the immediately preceding evaluation cycle shall be advanced one (1) increment on the salary schedule until the maximum increment is met.
    2. In the event that non-avoidable<sup>1</sup> circumstances make it impossible to attend the mandatory training:
      - a. The employee shall inform the Safety and Security Manager as soon as the non-avoidable circumstance becomes known.
      - b. The employee shall present a plan to the Safety and Security Manager that will show how the mandatory training will be completed by August 31<sup>st</sup> of the same school year.
      - c. If both the direct supervisor of the Manager of Safety and Security Department and the Business Manager of Local 609 shall agree that the circumstances are non-avoidable, that notice was given as soon as possible, and the plan to complete the training was completed, the increment will be granted.
  - c. Voluntary training increments.
    1. Educational advancement increments for eligible employees are dependent upon the individual employee’s satisfactory completion of a minimum of twenty-eight (28) clock hours of approved voluntary training per year. Such training must be approved by the Joint Labor Management Voluntary Training Committee (see Article XXV, Section A) before the employee begins the training and acquired by the employee at no additional cost to the District.
    2. The Joint Labor-Management Voluntary Training Committee (see Article XXII) will allow an employee to "bank" up to twenty-eight (28) hours per year.

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<sup>1</sup> Non-Avoidable means that it is more than inconvenient. For example, the death of a parent or hospitalization of the employee is non-avoidable. Pre-paid trips, social commitments, alternative jobs and the like are avoidable.

3. The employee shall demonstrate that he/she has met the requirements of the Section to the satisfaction of the Joint Labor-Management Voluntary Training Committee.
  4. Such demonstration will be made no later than August 31 of each year. In the event that this deadline is not met, no educational advancement increment will be granted.
4. Pay Procedures
- a. **Pay Day.** Employees shall be paid on the first business day of each month. Electronic deposits to employee accounts or pay cards shall be made so as to be deposited to the employees account on the first business day of the month. Pay warrants (checks) are distributed through the US Postal Service and are mailed one (1) business day prior to pay day.
  - b. **Payment Methods.** Both the District and the Union recognize that electronic deposits offer the advantage of avoiding paper warrants or checks being lost in the mail and are seen by many as a more convenient method of being paid.
  - c. **Direct Deposit.** Effective thirty (30) days following ratification of the agreement new September 1, 2018 employees will be paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.
  - d. **Pay Statements.** The District and Union share an interest in employees having ready access to clear earnings statements. The District shall provide employee pay statements via U.S. mail. No earlier than October 1, 2018, the District may reopen this provision to address electronic delivery of pay statements.
  - e. **Payroll Error Corrections.** The District will make every effort to modify its systems to enable payroll error corrections or other payments to be made via electronic deposit means as soon as feasible.
    1. **Underpayments.** Underpayments of employee compensation will be processed as soon as possible upon the District being informed of the underpayment. Upon being informed of an underpayment the District will promptly inform the employee about when the corrected pay will be available. Unless the payment will be by electronic deposit the employee will be provided the option of personally picking up the pay warrant rather than having it mailed to their official address.
    2. **Overpayments.** Salary overpayments shall be repaid as soon as possible. The District will prepare documentation identifying the basis for and the amount of the overpayment and provide both to the union and the employee. It is recognized that significant overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule.



3. **Lost pay warrants.** Pay warrants which have been sent to the employees designated home address, via US mail, and which are not received by the employee will be replaced as soon as possible following the date that the District received the fully complete required forms certifying such loss.

#### SECTION B: Group Insurance Provisions

1. The District shall contribute toward premiums of District-approved group insurance programs for all eligible employees.
  - a. Eligible employees are defined as those who work three and one-half (3 ½) or more hours per day.
  - b. This contribution includes the premiums for the District-paid dental, life/long-term disability, and vision insurance plans.
2. The District will budget an amount per month per eligible classified employee of the District for District contributions toward payment of premiums of District-approved group insurance programs from September 1 to August 31. The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, to the employees whose coverage exceeds the budgeted amount. The District shall budget per month, per employee, based on the State monthly allocation figure for insurance benefits.

For the period of each month, September through December, the District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.

Based on December payroll, the District shall determine the total budgeted amount for the year, which shall be based on the employees employed as of December 1. Also, based on the December payroll, the District shall determine the total projected expenditure of funds for the year, taking into account (a) actual contributions made by the District for the period from September through December, (b) projected contributions to be made at the budgeted contribution rate for the balance of the year, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.

For the periods of each month, January through August, the unutilized amount (position difference), if any, between the total budgeted amount and the total projected expenditures will be divided on an equitable basis in pay periods between January 1 and August 31 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the

amount necessary to pay for District-approved insurance programs selected by that individual.

In order to avoid overspending the total budgeted amount stated above, the District may, at any time after January 1, adjust downward the amount contributed per employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

The District's determinations of the unexpended amounts and the appropriate methods of distribution to employee, as described above, shall be made in consultation with the Union.

In the event that there is a disagreement between the District and the Union over the administration of the above paragraphs, the subject of appropriate insurance benefits shall be treated as a negotiable matter rather than a contractual matter and the above paragraphs shall be deemed null and void except as may be agreed in subsequent negotiations.

The District's obligation to make monthly contributions toward the payment of premiums of District-approved group insurance programs for employee shall not exceed the sum funded by the State for insurance benefits.

On or about July 10 of each year, the District will provide the Union with the utilization figures for the classified employees of the District.

3. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee and his/her dependents. All plans must be mutually agreed upon by the employee organization and the District.
4. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year.
5. Solicitation for companies and plans continued under "grandfather clauses" shall be subject to approval by the District and the employee organizations.
6. At the time of employment each new employee shall receive a copy of the employee Group Insurance Program booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Payroll Department no later than thirty (30) days from the employee's first day of duty.
7. The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than 10/31 of each school year.
  - a. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:



1. Self-insurance of insurance benefits.
  2. The selection process for District-sponsored plans.
  3. The use of excess reserves, which may exist with insurance providers.
  4. Surveying District employees to determine employee preference regarding insurance benefits.
  5. The disposition of funds from the Standard Insurance demutualization account established pursuant to Board Resolution 2000-6.
- b. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.
8. The Union and the District shall work with the insurance brokers to study the feasibility of a self-insurance program and make recommendations for implementation as appropriate.
  9. The District will provide for representation by the Union to make its input to the School District insurance management whenever changes or modifications in the insurance program are contemplated.
  10. Pursuant to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each years respectively, which option may be exercised only if required by changes in State law concerning employee benefits.

#### SECTION C: Protection of Personal Property

It is the District's policy to make every reasonable effort to provide a safe and healthful environment for employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. Employees are responsible for notifying their supervisor/manager regarding any perceived unsafe and/or hazardous conditions.

1. The District shall reimburse an employee for any certified loss of or damage to personal property required in the course of his/her duty, or in transit to or from his/her place of assignment, when such loss or damage is willfully and maliciously inflicted by a student or by persons known/unknown on school premises or while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of two hundred fifty dollars (\$250). The District shall provide an additional sum of \$7,000 annually to cover all International Union of Operating Engineers, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed

the first \$250 as a general reimbursement, and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.

2. There shall be no reimbursement for loss of cash.
3. Personal equipment used for work purposes must have the prior written approval of the Safety and Security Manager.
4. There must be proof submitted that the employee has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before becoming eligible for reimbursement under this Section XII-C.
5. There must be filed with the District General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form. These forms shall be supplied to all schools.

#### SECTION D: Travel Allowance

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

#### SECTION E: Retirement Benefits

1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System.
2. Employees who retire during or at the end of their work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave.
3. On or about January 15 each year employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.
5. If an employee is in a 1.0 FTE position which meets the requirements for eligibility in the International Union of Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix G.

6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)
  - a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan (the “Plan”) pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.
  - b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
  - c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.
  - d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

#### SECTION F: Holidays

1. Alarm Monitor and Security Response Specialist regular FTE employees who are employed for the school year shall be paid for the thirteen (13) holidays that occur during their work year: Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Years Eve, New Years Day, Martin Luther King Day, Presidents’ Day, Memorial Day, and Independence Day.

2. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for the holiday.
3. Holiday Pay: Straight time if work on holidays. If a person is an FTE employee, he/she will receive holiday pay for holidays not worked based on his/her FTE status (prorated). When the holidays of Christmas Eve, Christmas Day, and New Year's Day occur on a Saturday or Sunday, the employee normally assigned on those days will receive holiday pay.

## **ARTICLE XIII: PROMOTIONS**

### **SECTION A: Bargaining Unit Promotions:**

When positions within the Bargaining Unit become vacant, vacancies will be posted at the work site. Alarm Monitors who apply for promotional assignments and meet the qualifications of the job shall receive priority consideration.

1. The District shall use a grid to identify the top candidates utilizing the following criteria and process:
  - a. Employee's Performance Evaluation.
  - b. Number of years of seniority as an Alarm Monitor calculated on an FTE basis.
  - c. The Manager may select the top candidate as identified above or, interview (up to) the top three (3) candidates and make a selection from the interviewees.
2. An employee who is promoted will complete a 75 working-day trial period. Prior to the expiration of this trial period, either the Safety and Security Manager or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former assignment (including pay rate, classification and shift). Before the Safety and Security Manager decides that the trial period has been unsatisfactory, the employee shall be provided a written explanation of the reason(s) for that decision.

### **SECTION B: External Promotions:**

Security Department vacant positions, including Supervisors, shall be posted at all work sites for examination by interested employees or official representatives of the Bargaining Unit. These listings will be posted for two (2) weeks prior to filling the position. Existing Bargaining Unit employees will receive consideration for these positions. Management shall have the exclusive right to make the hiring decisions for these positions which become open.

## **ARTICLE XIV: DAYS OF DUTY AND WORK DAY**

### **SECTION A: Work Day/Week/Year**

1. The normal work day for Alarm Monitors and Security Response Specialists shall be eight (8) hours per day.
2. The normal work week for 1.0 FTE employees shall be defined as five (5) consecutive days.

3. Schedules may be adjusted by the Safety and Security Manager to meet program requirements.
4. Request for Weekend Off Duty:  
There will be no shift bidding; however, the employer agrees to the following language:  
Employees may request a weekend off every two (2) months. Such employee shall make a request of the Safety and Security Manager with no less than thirty (30) days' notice. The Safety and Security Manager shall make a good faith effort to grant such a request. As an alternative method, an employee may trade with another Bargaining Unit employee when such trading of shifts is acceptable to the Safety and Security Manager. In any event, such changing of shifts, by agreement with the Safety and Security Manager, or trading of shifts with another employee, shall not result in any overtime costs.
5. The District will not create part-time positions by subdividing the existing FTE positions.

#### SECTION B: Lunch and Rest Periods

1. The standard work day (8 hours) shall include an "on duty" lunch period of one-half (1/2) hour.
2. The nature of the employee's work is such that intermittent rest periods equivalent to fifteen (15) minutes will be taken for each four (4) hours worked.

#### SECTION C: Overtime

1. Work performed beyond forty (40) hours a work week and eight (8) hours in a day shall be compensated at the rate of one and one-half (1-1/2) times the individual employee's hourly rate of pay for a regular shift.
2. No Alarm Monitor or Security Response Specialist shall work more than the assigned hours per day unless so directed by the Safety and Security Manager or his/her designee.
3. Overtime assignments are determined based on seniority on a rotating schedule.

#### SECTION D: Assignment for extra work opportunities

The work of a building security watch detail (any non-student related security or fire watch needs) provided by the Safety and Security Department for school district buildings is usually performed by employees under the Local 609 Alarm Monitors and Security Response Specialists collective bargaining agreement as opposed to employees under the School Security Specialist collective bargaining agreement. Nonetheless, periodically, the District may employ a School Security Specialist(s) to perform such building security watch responsibilities as extra work even though School Security are under a different collective bargaining agreement and the School Security Specialist(s) regular work year ends shortly after the last day of school for students. Security Specialists may sign up on a list for extra work opportunities described above.

1. When the Alarm Office is assigned a Security Detail, scheduling will be done by seniority. If there is more than one shift, the shifts will be divided two (2) shifts at

a time in one (1) workweek among the Alarm Office Staff. If the Security Detail is over 72 hours, each employee will be given the opportunity to select up to three (3) shifts.

2. When the Safety and Security Department receives notification of more than 72 hours prior to the start of building-related overtime opportunities, a Three Round process will be implemented. Extra time assignments will be made prior to overtime shifts being assigned.

Round One – 24 hours after Department notification and more than 72 hours before the start of Security Detail.

Alarm Office employees will be contacted via phone and electronic message and have 24 hours to accept or decline the shifts of their choice. Status of attempts to contact Alarm Office employees will be maintained by the Safety and Security Department. If the number of shifts in one detail exceeds the number of staff, then the number of shifts shall be divided equally for assignment. Alarm Office Security Detail scheduling will use Bargaining Unit seniority.

Round Two – Between 72 and 24 hours prior to start of Security Detail

If the contacted Alarm Office employee declines an assignment during Round One, the employee will not be considered for the shifts of that specific detail. Remaining shifts after the first round will be divided equally and made available to those that accepted shifts in the first round and the most senior employee will receive priority in overtime assignments. Notification and acceptance will follow the Round One procedures and will continue in the same manner until all remaining shifts are claimed by the Alarm Monitors. Any remaining shifts at this point will be offered to employees in accordance with Paragraph 7 and 8.

Round Three – 24 hours to start of Security Detail

If a detail has not been filled in Rounds One or Two, the Alarm Office 24 Hour Hot List will be utilized for the remaining shifts. Any remaining shifts at this point will be offered to employees in accordance with Paragraph 7.

3. If notification of a detail is given on a weekend or Holiday that needs to be filled within 72 hours, the 24 Hour Hot List will be utilized for the shifts occurring in the first 72 hours.
4. The acceptance of overtime/extra time should not interfere with the employee's primary duties. The accepted overtime/extra time duty will not overlap with the employee's primarily assigned duties/shift. The accepted overtime/extra time duty will not be assigned if it schedules the employee for more than 16 hours of service, in any District related duties, in a 24-hour period.
5. It is the employee's responsibility if he/she is not able to cover an accepted shift to notify the Department. If the accepted shift is turned back, assignment to the shift will be made by the Department procedures using the 24 Hour Hot List.

6. If he/she does not show up for an accepted shift, after 60 minutes, the assignment to the shift will be made by the Department procedures using the 24 Hour Hot List. If, after the unfilled shift has been filled, and the watch stander who was late eventually shows up, he/she will be sent home with no pay due.
7. Following these steps, remaining open shifts would then be offered to School Security Specialist in accordance with the provisions of Article XIV Section C of the IUOE/SSD 609 C (School Security Specialist) Agreement excepting Section C4 (h) 4.
  - a. If the District does have extra building security watch work and if the District assigns a School Security Specialist(s) to perform such work, all such assignments will be considered extra work and such assignments will otherwise be subject to the terms of the Alarm Monitors and Security Response Specialists collective bargaining agreement as applicable, except as provided in Section b, below.
  - b. Pay will be in compliance with the Alarm Monitors and Security Response Specialists collective bargaining agreement, including the Salary Schedule under Appendix A provided, however, a School Security Specialist so assigned will be paid at the salary step for a Security Response Specialist or Alarm Monitor as appropriate which is the closest salary step to but not below the salary step the School Security Specialist was eligible for and earned the immediately preceding school year but which is not more than the top step of either of the classifications under the Alarm Monitor CBA.
8. If there are remaining shifts available after all of the above procedures have been exhausted, they shall be offered to qualified members of the SSD/Local 609 A Agreement under the terms of past practices in the Custodial and Grounds Department.
9. Those assigned to a shift will remain on their assigned Security detail until relieved.
10. There may be instances, which would lend themselves (on a non-precedent setting basis) to an exemption from this agreement. In those cases, assignments may be made under the discretion of the Manager of the Department after consultation with the Union business Manager or their designees.
11. Extra time/Overtime Matrix to be used as a general guideline for extra/overtime purposes. (Appendix E)



**EXTRA TIME/OVERTIME – MATRIX**

<b>Need</b>	<b>Student Support for Assigned School</b> <i>(Regular School Year)</i>	<b>Centrally Sponsored Meetings or Events</b> <i>(Regular School Year)</i>	<b>Centrally Sponsored Meetings or Events</b> <i>(Summer)</i>	<b>Building Watches</b> <i>(All year)</i>
<b>Examples</b>	Sports, Social Events, PTSA	JSCEE Events, School Board and Public Meetings and Events at Buildings	JSCEE Events, School Board and Public Meetings and Events at Buildings	Fire Watch, Intrusion Watch, Building Threats
<b>Priority for Assignment</b>	Building Security Specialist	Central Security Staff	Security Specialists volunteering for Summer Work <i>(excluding Summer School)</i>	Alarm Office
<b>More than 72 Hours</b>	Rotation by Building Security Specialist Departmental Seniority	<b>1st</b> - Rotation by Central Security Specialist Departmental Seniority <b>2nd</b> - Rotation by Building Security Specialist Departmental Seniority <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Rotation by Security Specialist Departmental Seniority (Extra Time) <b>2nd</b> - Rotation by Security Specialist Departmental Seniority (Over Time) <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Extra time by Alarm Seniority (Rotating) <b>2nd</b> - Extra Time by Security Specialist (Rotating) <b>3rd</b> - Overtime by Alarm Seniority (Rotating) <b>4th</b> - Overtime by Security Specialist (Rotating)
<b>72 hours to 24 hours</b>	Rotation by Building Security Specialist Departmental Seniority	<b>1st</b> - Rotation by Building Security Specialist Departmental Seniority <b>2nd</b> - Rotation by Building Security Specialist Departmental Seniority <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Rotation by Security Specialist Departmental Seniority (Extra Time) <b>2nd</b> - Rotation by Security Specialist Departmental Seniority (Over Time) <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Extra time by Alarm seniority <b>2nd</b> - Extra Time by Security Specialist <b>3rd</b> - Overtime by Alarm seniority <b>4th</b> - Overtime by Security Specialist <b>5th</b> - Custodial
<b>Less than 24 hours</b>	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	<b>1st</b> - Extra time by Alarm Seniority <b>2nd</b> - Overtime by Alarm Seniority <b>3rd</b> - Rotating Security Specialist Hotlist



## SECTION E: Call Back

1. Call-back pay shall be granted in those situations where an employee is called back to work for a period of time that is not an extension of his/her regular assigned working time. Such call-back pay shall be at the prescribed rate.
2. Minimum pay for calling an employee back to work at his/her place of employment shall be four (4) hours at the employee's applicable rate of pay for regular shift work.
3. Hourly staff who are called back to work will receive the overtime rate (time and one half [1 ½]) for hours worked in excess of eight (8) hours.

## SECTION F: Emergency Staffing

1. In case of an emergency, the on-duty Alarm Monitor will have the authority to call Safety and Security 609 employees to fill extra time vacancies using the rotating seniority list and extra time/overtime matrix per established protocols. If there are no Alarm/Security Response Unit employees available for extra time, then the rotating hot list will be used for overtime opportunities. If the shift results in overtime, the Safety and Security Manager or designee will be notified.
2. In case of an emergency and in the event that no volunteers are available to relieve an assigned hourly employee at the completion of his/her assigned working time, and the employee is required to work an additional eight (8) hour shift, the employee shall receive double time pay for the second shift.
3. If the situation noted in the paragraph immediately above occurs on the Christmas Eve, Christmas Day, New Year's Eve or New Year's Day holiday, the employee will be paid time and one-half (1-1/2) for the second eight (8) hour shift, plus the employee shall be entitled to holiday pay as if they were a regular FTE employee.

## SECTION G: Double Shifts

When an employee is required and scheduled by the District to work two (2) eight (8) hour shifts within a twenty-four (24) hour period, the second shift will be paid for at the overtime rate of pay. The overtime rate shall not apply in situations where the employee has volunteered and/or requested to work such a schedule.

## **ARTICLE XV: LAYOFF AND RECALL AND SENIORITY LISTING**

- A. If it is determined that a layoff is necessary, the parties to the Agreement will convene by no later than 06/01 of each year to explore and try to reach agreement on alternatives to layoff.
  1. This process shall include, but is not limited to, specific procedures calling for reassignment, transfer, retirement, work-sharing, free time, or other methods directed towards the employees either directly or indirectly affected.
  2. If no alternatives are agreed to by 07/30 of each year, the layoff procedure will be implemented as described in item B below.
- B. Staff Adjustments will be made using the grid system (job title seniority calculated on an FTE basis plus the average of the employees last two (2) evaluations), in reverse order

- beginning with the lowest job title (provided that new employees who have worked fewer than six (6) months shall be laid off first).
- C. If and when positions become available, recall will be carried out in the reverse order of layoff; that is, the last person laid off will be the first person rehired.
  - D. Any employee laid off under the provisions of this Article for twelve (12) months shall lose all seniority and recall rights granted under this Collective Bargaining Agreement.
  - E. The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format, which shall be:
    - 1. Listed by job classification and job title;
    - 2. Updated as of June and December of each year;
    - 3. Shall include:
      - a. Employee's name;
      - b. Starting date in current job title;
      - c. Starting date in job classification
      - d. Starting date in District service.
      - e. The District will supply the Union with all revisions to this listing including adjustments for interrupted service.
  - F. The Union will create an annual seniority list based on the data supplied by the District monthly. Hourly employees will be calculated on an FTE basis by dividing 2080 into their annual hours worked. No employee will receive more than a 1.0 FTE credit per month worked or per year.
  - G. It is recognized that supervisory employees of the District, who have previously worked as Alarm Center employees represented by the Union and hold licenses or meet appropriate requirements, who serve in a supervisory capacity relating to the Union Bargaining Unit work, shall be eligible for retention as employees in this Bargaining Unit

## **ARTICLE XVI: LEAVES**

### **SECTION A: Eligibility for Leaves**

- 1. Leave days earned/granted shall be in proportion to the employee's assigned work hours.
- 2. The District does not grant short term (ten [10] work days or less) voluntary days off without pay except in unusual circumstances. Requests for long term (more than ten [10] work days) leaves of absence in accordance with Sections C, D and M of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.
- 3. Long Term Leave Without Pay (not for health reasons) covered under Section M of this article will not be granted for employees whose performance has been

evaluated unsatisfactory and/or placed on probation prior to leave, or employees currently subject to disciplinary action.

## SECTION B: Sick Leave

The ability to work regularly is a requirement of continued employment. The District and the Union recognize that the Seattle School District provides an essential public service and that employees have the responsibility and the obligation to report for all assignments unless previously excused. The District may verify the illness.

1. Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service accrued at the rate of 0.0526 hours for each hour on regular pay status to a maximum of forty (40) hours per week.
2. Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee or any other purpose in accordance with federal and/or state law.
4. Accumulated Sick Leave, under this provision, shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.
5. An employee who anticipates the necessity for taking a short-term health leave shall notify his/her immediate supervisor at least three (3) working days before taking the leave. In cases of personal illness, when it is not possible to give three (3) days' notice the employee shall notify his/her immediate supervisor as soon as possible.
6. After the fifth (5th) consecutive day of absence on Sick/Emergency Leave a physician's certification of illness may be required, unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Article XVI, Section B.10, below. If repeated patterns of absences are identified, a physician's certification of illness may be required.
7. If employees become ill or are injured while on Annual Leave, they may, upon presentation of a doctor's certificate verifying such illness or injury, draw upon accumulated Sick Leave to cover the period-and have their Annual Leave restored by an equal amount of time.
8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees will contact Safety and Security Office to verify their status no less than weekly unless their leave is converted to long term health leave, at which time employees will comply with the provisions of Section C of this article.

10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

#### SECTION C: Long Term Health Leave

Any employee who is absent from his/her assignment for more than ten (10) days will be tentatively designated to be on a Long-Term Health Leave, pending receipt of Long Term Health Leave application forms and any required medical certification. Health leave with or without pay will run concurrently with leave covered by the FMLA and/or Washington State law.

1. An employee who is or expects to be unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such leave, if approved, may be granted for up to a maximum of one (1) year, pending medical certification. The District will notify the employee and Union in writing (or electronically) when Long Term Health Leave is approved or denied.
2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.
3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.
4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave, plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.
5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of Safety & Security and Human Resources. Partial leaves for health

reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

#### SECTION D: Child Care Leave

1. In addition to the child care provisions contained in Section XVI-B (i.e., Sick/Emergency Leave), Child Care Leave, without pay, may be granted for a period of one (1) year immediately following the period of physical disability (childbearing leave) or adoption and shall be inclusive of rights under the FMLA and/or Washington State law.
2. An employee requesting to return from Child Care Leave must submit a written request to return with Human Resources at least sixty (60) days prior to the termination of the Child Care Leave. An employee requesting to return to duty may be assigned to an appropriate, available position.
3. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Increment credit shall not be granted for the period of time during Child Care Leave.
4. Male and female employees are eligible to receive Child Care Leave without pay.
5. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
6. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.

#### SECTION E: Adoption Leave

1. Adoption Leave shall be granted, with pay, on a temporary basis upon application to the Human Resource Department to either or both parents in order to complete the adoption process, providing such leave does not exceed an aggregate of seven (7) days in any given year.
2. Adoption Leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

#### SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave, with pay, will be granted, for each occurrence of death in the employee's immediate family, provided that the employee provides the appropriate documentation.
2. In cases where emergency factors, long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave, with pay. Such requests must be pre-approved by the Manager of Safety and Security.
3. For the purposes of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, daughter-in-law, son-in-law,

mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who is living with, or considered part of the family. If an employee wishes to claim bereavement leave for a person who is “considered part of the family,” then he/she shall be required to justify in writing to the Manager of Safety and Security the reason(s) why this person is considered part of his/her family in advance of taking the leave.

4. Except as stated in F-2, above, Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

#### SECTION G: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days Personal Leave, per year, for that purpose; provided that prior to utilizing Annual Leave for the purpose of religious observance, the employee, in writing to the Safety and Security Manager, identifies the mandatory holy day(s) being observed and attests that the employee’s religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.
2. When Personal Leave is utilized for the purpose of religious observance, in accordance with the provisions of 1 above, the affected employee may request a maximum of two (2) additional Personal Leave days per year from the Safety and Security Manager. The two (2) additional days will be deducted from the employees Annual Leave balance.

#### SECTION H: Injury While on Duty

1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. Absence due to an injury incurred on or around School District premises in the course of the employee’s employment, or as direct result of the employee performing his/her duty, shall be compensated without loss of Sick/Emergency Leave.
3. State Medical Aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington, provided:
  - a. The employee shall promptly submit a Workmen’s Compensation Claim with the assistance of the designated District office;
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred twenty (120) working days per new claim, appropriate to his/her regularly assigned position at the time of such injury on duty, (not to exceed his/her regular net salary), during the period of disability through a combination of Time Loss Compensation and the necessary supplemental amount. However, in no case may an employee receive more through this combination (excluding optional voluntary



- contributions such as PERS or SERS contributions under #5 below) than their normal net pay; and,
- c. The employee provides to the designated District office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
  - d. For the period of disability and after one hundred (120) days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After one hundred twenty (120) working days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.
4. Any dispute(s) pertaining to the provisions of 3, above, are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as grievance procedure in Article XVIII.
  5. Eligible employees have the option to pay their share of normal PERS contributions to the District as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.
  6. **ON THE JOB INJURY PREVENTION COMMITTEE:** A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:
    - a. Monthly Sharing of Information to 609 relating to the status of employee's that have open injury claims
    - b. Both parties recognize that it is in the best interests of employees and the District to have employees return to work and that light duty should be used as a means to help employees return to work, where appropriate. All steps will be taken to identify and assign light duty options for 609 members who have been injured on the job. Light duty options will be identified for employees that have been medically cleared to participate in light duty work and work is available that meets the physical restrictions as specified by the medical provider. All appropriate light duty options will be explored with 609 as a part of the committee's work. In a situation where the employee's supplement is due to expire, all light duty options will be explored with 609 prior to the supplement expiring. Work may be offered within the injured workers department and then in other 609 departments.
    - c. Evaluate and implement an Accident Investigation Program process, including recommendations in response to accidents and reported near-misses.
    - d. Create and implement an Accident Prevention Program with input from the safety committee.

- e. The committee will develop informational material regarding the OJI process to be provided to 609 members.
  - f. Ensure that employees are copied on all District communications to medical providers regarding on the job injury claims. Employees will be notified that they are entitled to request their claim file to review all documentation.
  - g. Ensure that employees are aware that the presence of a third-party representative at a medical provider appointment is voluntary and not required.
  - h. Ensure that employees may request in writing that all communications regarding on the job injury leave be facilitated by email through a designated 609 representative. This does not alter the District's ability to communicate with employees on other employment related matters.
  - i. Employees who are on the job injury leave prior to ratification of the collective bargaining agreement will be subject to the terms of the on-job injury leave in the collective bargaining agreement (On the Job Injury Leave) expiring August 31, 2013. Any subsequent reopening of claims made prior to August 31, 2013 will also be subject to the terms as outlined in Article of the prior collective bargaining agreement, so long as the claim reopening is made prior to August 31, 2016.
7. Employees are entitled to bid or apply and be considered for promotions awarded, during periods of time loss or light duty. Employees awarded promotions while on time loss shall be compensated at the rate for their new position effective the date of the promotion. OJI compensation will be based on the rate for the employee's original position.
8. Employees may be relieved for necessary medical or therapy appointments during light or full duty when the appointment cannot be reasonably accommodated outside of work hours. Such hours are compensated without reductions to employee sick leave.

#### SECTION I: Annual Leave

1. All FTE employees shall receive annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Days/Month</u>
0-4Years	15	1.25
5-9Years	18	1.50
10-14Years	21	1.75
15- 19 Years	24	2.00
20-24 Years	26	2.17
25 and Above	28	2.33



- a. No Annual Leave can be taken before earned.
  - b. The maximum Annual Leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost.
  - c. Earned Annual Leave shall be paid to employees upon separation. An employee will be allowed annual leave pay only for the amount accrued to that date.
  - d. No employee or his/her estate shall receive reimbursement for more than two hundred forty (240) vacation hours at time of termination (separation). Any balance over two hundred forty (240) hours may be applied to scheduled Annual Leave prior to termination (separation).
  - e. Beginning with four (4) years and one (1) month of service, the decimal will change to arrive at earned Annual Leave at the fifth (5th) anniversary. Similar changes in the monthly accumulations of days are made as eligibility changes according to the annual leave schedule shown above.
  - f. The entry date shall be used to determine years of experience and compute the number of Annual Leave days. Entry date is the first day in an FTE position.
2. Employees whose FTE status is less than 1.0 shall receive Annual Leave on a pro rate basis.
  3. If an employee who has been in the service of the District leaves for a period of time and returns, his/her years of prior service shall, upon successful completion of the probationary period set forth in Section XXI, Section-A, be counted toward determining the number of days, in proportion of his/her regularly assigned hours, per year of Annual Leave.

#### SECTION J: Jury Duty/Court Proceedings

1. There may be some occasions when both the FTE employee and the District would agree that Jury Service would be beneficial to both. Upon receipt of a jury summons, the employee will contact the Safety and Security Department and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.
2. For court appearances in which the employee's appearance is adversarial or not related to District interests, leave shall be without pay.
3. For appearances, unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
4. When an employee is subpoenaed on the District's behalf as a witness in a court proceeding, during non-working hours, the employee shall receive his/her regular hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.

## SECTION K: Personal Leave

1. Personal leave, with pay, shall be available for all FTE employees for hardships or other pressing needs. It is granted in circumstances requiring absence during working hours for the purpose of attending to personal or legal business, or family matters.
2. A maximum of two (2) days non-accumulative personal leave per year becomes available on the first working day of the school year, provided that:
  - a. New employees hired between January 1 and May 1 are granted one (1) day for that school year; and,
  - b. New employees hired after May 1 shall not be granted Personal Leave for that school year.
3. Leave is granted subject to the following conditions:
  - a. The situation must be suddenly precipitated, or be of such a nature that preplanning could not have eliminated the need for the leave.
  - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
  - c. The employee must complete the appropriate leave forms and submit them to his/her immediate supervisor for signature as part of regular administrative process.
4. The procedure for obtaining personal leave is as follows:
  - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
  - b. The employee must give notice for such leave to the Safety and Security Manager as far in advance as possible.
  - c. Prior to, or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor, the Employee Leave Report form for signature and administrative process.
5. Some examples of matters that may be judged to qualify for personal leave are as follows: illness in the immediate family; court appearance or hearing involving the employee's personal interests; birth of a child in the family; extensions of Bereavement Leave by reason of special circumstances, i.e., travel distance, etc.; funeral of close friend or relative not included in Bereavement Leave; travel conditions - local (snow, accident, breakdown); emergency to property (flooding, storm, fire, etc.).

## SECTION L: Military Leave and Service Credit

1. Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act and/or applicable Washington State law.

2. Military training duty of up to fifteen (15) days per year will be granted with pay for reservists ordered to active training duty. Such reservist shall sign over the military reserve check to the District and the employee shall be paid his/her normal pay check. The employee shall provide appropriate advance notice to the employer of his/her release for active duty for training. This benefit shall apply only to FTE employees.

#### SECTION M: Long-Term Leave Without Pay (not for health reasons)

Long-Term Leave Without Pay may be granted at the discretion of the District, without pay or benefits and subject to the following conditions:

1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or next available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay regardless of whether the leave is less than the employee's regularly assigned FTE.
4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 15 or the next available business day, if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s). Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.

### **ARTICLE XVII: DISCIPLINE & INVESTIGATION PROCEDURES**

#### SECTION A: Discipline

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employees shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive

discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.

- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meeting which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the Administrative Leave procedure shall be adhered to. See Memorandum of Understanding contained on page 58 of this document.
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-harassment.

#### SECTION B. Investigation Procedures

- 1. Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.
- 2. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. To be empowered, supervisors require adequate training on appropriate investigation procedures and due process.

### **ARTICLE XVIII: GRIEVANCE PROCEDURE**

#### SECTION A: Definition

The term "grievance" as used in this Agreement shall mean a claim filed by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

#### SECTION B: Provisions

- 1. The adjustment of grievances shall be accomplished as rapidly as possible.
- 2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.
- 3. At each step, failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
- 4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
- 5. The Union shall be responsible for moving grievances beyond the informal step.
- 6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.

7. If a grievance has not been adjusted to the Union's satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. Grievances at steps 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.
9. If a grievance has not been adjusted to the Union's satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.
10. The Union may include at any step in this process any witness who is willing to participate.
11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

#### SECTION C: Procedure

1. **INFORMAL STEP:** A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.
2. **STEP 1:** If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.
3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. **STEP 2:** If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1 or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations,

Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.

5. STEP 3: If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration within fifteen (15) working days of the decision issued at Step 2 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through PERC.
  - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.
  - b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.
  - c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the employee or the Union.
  - d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests
  - e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

#### SECTION D: Jurisdictional Disputes

Excluded from the grievance and arbitration procedures of this article shall be disputes involving claims that work or positions should be added to the bargaining unit.

#### **ARTICLE XIX: JOB DESCRIPTION**

In the event the District plans to or changes a job description, it shall contact the Union. The District shall provide the Union with a copy of the proposed changes. Prior to adopting any proposed changes, it shall allow the Union fifteen (15) days to respond. The Union may respond either verbally or in writing. If material (substantive) changes are made to a job description, the Union may request to bargain with the District over salary for that particular job classification. The salary classification will be negotiated using the following job factors: increased skill, responsibility, working conditions and knowledge to perform the job as required by the new job description.

## **ARTICLE XX: DISTRICT IDENTIFICATION CARDS**

At the beginning of each school year, each employee shall be issued picture identification cards (IDs) which are to be visibly worn during working hours at Security/Sports events. Employees are also required to wear identifiable clothing at Security/Sports events (i.e. Security jackets).

## **ARTICLE XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION**

### SECTION A: Performance Evaluation

1. Newly hired FTE employees and/or employees who have been shall complete at least a six (6) month probationary period.
  - a. During the probationary period, each employee shall be evaluated two (2) times.
  - b. Upon successful completion of the probationary period, the employee will be placed on regular status and, at that time, seniority will be granted retroactive to the employee's starting date, which shall be adjusted to reflect any break in service for employees who have been rehired after voluntarily leaving employment with the District.
  - c. An employee may be terminated at any time during the probationary period, without recourse.
2. Regular employees shall be evaluated annually.
  - a. Regular employees who receive an overall effective or better evaluation, and complete mandatory training, shall be advanced one increment on the salary schedule, effective the first working day of the next fiscal year, so long as he/she has not received the maximum increment.
  - b. Whenever it is determined that the employee is performing at a less than effective level, such that an upcoming increment may not be granted, the District shall give prompt written notice to the employee, identifying the areas in which performance must be improved to qualify for the upcoming increment. The Union shall be provided with a copy of such notice.
3. All hourly employees shall be given a performance evaluation.
4. When employees are evaluated, they shall be given a copy of the evaluation.

### SECTION B: Corrective Action

1. The appropriate supervisor will be responsible for implementing and carrying out a corrective action program for employees who have been placed on probation through the regular evaluation process.
2. When an employee is placed on probation or reinstated probation, he/she will receive a probationary letter which will outline the employee's specific:
  - a. actions which necessitated probation;
  - b. areas for improvement and the disciplinary action which will result if improvement is not made;



- c. term of probation; and,
- d. the program for monitoring accomplishment during that period.
3. The Union will receive a copy of the probationary letter sent to the employee.
4. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

## **ARTICLE XXII: TRAINING**

### **SECTION A: Purpose**

The parties agree that training is encouraged and makes for good, sound management. The parties also agree that training is an on-going program and must be planned.

### **SECTION B: Mandatory Training**

1. Mandatory training may be scheduled, conducted or contracted for by the District.
2. Mandatory training may be conducted during regularly-scheduled work hours or at times not regularly scheduled as work hours.
  - a. When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly-assigned duties.
  - b. When such classes are mandatory and conducted outside regularly-scheduled work hours, participants shall be compensated in accordance with the Fair Labor Standards Act as well as applicable articles of this contract (Article XII).
3. Employees who do not satisfactorily complete (as determined by the instructor) the mandatory training will not be eligible for the next Performance Evaluation Increment. Employees who do not participate in mandatory in-service shall be subject to disciplinary action. The District will not be responsible for offering, providing, nor will it accept, or recognize training that the District has not specifically approved for the purposes of this section.

### **SECTION B: Voluntary Training**

1. Voluntary training for educational advancement on the salary schedule (item XII-A-5) shall be determined/approved by the Joint Labor Management Voluntary Training Committee (Section XXVI, Section A).
2. Voluntary training courses for asterisk positions will be reviewed and approved separately by the Voluntary Training Committee in light of expanded responsibilities.

## **ARTICLE XXIII: EMPLOYMENT RECORD**

- A. Materials placed in the employee's personnel file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the employee's knowledge. If such a document is placed in an employee's personnel file without the



employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.

- B. Materials, as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.
- C. Documents referred to in A and B above will become a part of the employee's personnel records for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. Sustained or uncontested discipline for egregious conduct (sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.
- D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreement by the employee with the appropriateness of the content of the materials in his/her personnel file may be a matter to be pursued through the grievance procedure.
- E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.
- F. The District will release employment record data as required under a court order or under the Public Records Act. Prior to the release of employment records the employee will be notified and be given an opportunity to review the records to be released. Private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

#### **ARTICLE XXIV: LIABILITY COVERAGE AND HOLD HARMLESS**

- A. The District shall hold harmless and shall provide five one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance of duties provided such employee was acting within the scope of employment and provided that the District shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the District or in connection with acts or omissions outside employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; provided that the employee must give the District notice at the time a suit, claim, or action is brought against the employee.

- B. The District agrees to adopt such methods as it and the District insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities, and procedures.
- C. The Union agrees that it will support and assist the District in all efforts to be informed of and to correct safety and health hazards and deficiencies.

#### **ARTICLE XXV: SUPPLEMENTAL EMPLOYMENT STANDARDS**

A. The District agrees to comply with all applicable provisions of the State of Washington Supplemental Employment Standards adopted pursuant to the authority of Chapter 49.12 RCW as amended by Chapter 16, Laws of 1973, 2nd Extraordinary Session.

B. Preservation of Order:

The District shall make every reasonable effort to provide a safe and healthful environment for students and employees. The District will call upon other agencies such as the police, the courts and social services to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the District agrees to the following provisions:

1. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with the real or personal property which lawfully is in his/her possession, in the possession of another employee or student, or upon school premises.
2. Reporting Procedures:
  - a. An employee shall immediately report any assault suffered by him/her in connections with District employment to his/her building principal/program manager and cooperate fully in the completion of written and oral reporting procedures consistent with Article XVI, Section H. This does not preclude and employee calling 911 prior to notifying the District.
  - b. Any employee involved in the investigation and reporting of assaults, injuries, or other safety-related investigations shall comply with any request for information in his or her possession that relates to the assault of the persons involved.

#### **ARTICLE XXVI: LABOR MANAGEMENT COMMITTEE**

A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:

1. Issues or problems of District policy which affect the bargaining unit.
2. Issues or problems related to contract administration, other than formal grievances which are being processed.
3. Other matters of mutual concern.
4. Either party may place an issue on the agenda.

- B. Monthly the Union and Labor Relations Department will meet to discuss pending grievances and complaints. A chart of pending grievances and complaints shall be updated and transmitted to the Union at least five (5) work days prior to the monthly meeting. Meetings may be cancelled by mutual agreement.
- C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

#### **SECTION A: Voluntary Training Committee**

- 1. A Joint Labor-Management Voluntary Training Committee consisting of no more than three (3) members from the Union and no more than three (3) members from the District will meet to identify approved voluntary training courses, approve voluntary training courses, certify satisfactory completion of approved voluntary training courses, and certify the accumulation of the required number of voluntary training hours per year for eligibility for Educational Advancement salary increments. Courses must be pre-approved for credit by the Committee before an individual (or group) attends or no credit will be given.
- 2. The Committee shall elect a chair and make decisions by consensus, if possible.
- 3. In the event that the Committee cannot make decisions by consensus, then a majority vote will determine the outcome.
- 4. In the event that a majority vote is not obtained, the Manager of Safety and Security shall, after consultation with the Business Manager of Local 609, appoint one person to join the Committee, discuss the issues, and cast the deciding vote.

#### **ARTICLE XXVII: DISTRIBUTION OF AGREEMENT**

- A. As soon as possible, a master copy of the Agreements entitled “Bargaining Agreement between Seattle School District and International Union of Operating Engineers Local 609” as revised shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.

#### **ARTICLE XXVIII: NO-STRIKE CLAUSE**

- A. The District will not lock out its employees and the Union will not cause or encourage its members to engage in any strike or other work stoppage.
- B. The Union will not cause or encourage its members to refuse to cross any picket line except those which have received the authorized sanction of the King County Labor Council.

#### **ARTICLE XXIX: DEFINITIONS**

- A. FTE Employees: FTE employees are those employees who are in an established budgeted FTE position. The number of FTE positions will be authorized through the budget process. There is no guarantee of any particular number of FTE positions from year to year.

- B. Hourly Employees: Hourly employees are those employees who are not in an authorized budgeted FTE position.

**ARTICLE XXX: TERM AND RENEGOTIATION OF AGREEMENT**

- A. The terms contained in this Agreement shall be effective when signed by both parties and run through August 31, 2020.
- B. On or before May 1, of the final contract year, the parties shall meet to identify and discuss issues each intends to present in bargaining. On or before June 1 of the final contract year, the parties shall exchange all written proposals for negotiations of a successor Agreement to take effect upon expiration of this Agreement. Negotiations will be conducted at times mutually agreeable to the negotiators named by each party.

APPENDIX A  
 SECURITY ALARM MONITOR  
 Salary Schedule  
 2017-2018

APPENDIX  
 A-1

SECURITY ALARM MONITOR  
 609 AM1 (260 Day)  
 DRAFT 2017-18 Salary Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
Annual	\$38,947.27	\$39,583.05	\$40,736.87	\$41,937.78	\$43,115.15	\$44,268.97	\$45,446.33	\$46,670.79	\$47,801.06	\$48,931.34	\$50,108.70	\$51,333.16
Monthly	\$3,245.61	\$3,298.59	\$3,394.74	\$3,494.82	\$3,592.93	\$3,689.08	\$3,787.19	\$3,889.23	\$3,983.42	\$4,077.61	\$4,175.73	\$4,277.76
Hourly	\$18.72	\$19.03	\$19.59	\$20.16	\$20.73	\$21.28	\$21.85	\$22.44	\$22.98	\$23.52	\$24.09	\$24.68

Casual assignments as Security Response Specialist = Security Alarm Monitor pay plus: \$1.99

2017-18 Security Alarm Monitor (AM1) w/3.0% negotiated increase effective 9/1/17

**SECURITY RESPONSE SPECIALIST**

**APPENDIX B**

**609 AD2 (260 Day)**

**2017-18 Salary Schedule**

Training Increment Hours	Salary Plan		Step 1	Step 2	Step 3	Step 4	Step 5
BASE	PS1	Annual	\$43,374.17	\$44,904.74	\$46,458.87	\$48,083.63	\$49,779.04
BASE	PS1	Monthly	\$3,614.51	\$3,742.06	\$3,871.57	\$4,006.97	\$4,148.25
BASE	PS1	Hourly	\$20.85	\$21.59	\$22.34	\$23.12	\$23.93
28	PS2	Annual	\$44,245.42	\$45,775.99	\$47,400.76	\$49,049.07	\$50,744.48
28	PS2	Monthly	\$3,687.12	\$3,814.67	\$3,950.06	\$4,087.42	\$4,228.71
28	PS2	Hourly	\$21.27	\$22.01	\$22.79	\$23.58	\$24.40
56	PS3	Annual	\$45,140.22	\$46,717.89	\$48,342.65	\$50,038.06	\$51,804.11
56	PS3	Monthly	\$3,761.69	\$3,893.16	\$4,028.55	\$4,169.84	\$4,317.01
56	PS3	Hourly	\$21.70	\$22.46	\$23.24	\$24.06	\$24.91
84	PS4	Annual	\$46,035.01	\$47,659.78	\$49,331.64	\$51,027.05	\$52,816.64
84	PS4	Monthly	\$3,836.25	\$3,971.65	\$4,110.97	\$4,252.25	\$4,401.39
84	PS4	Hourly	\$22.13	\$22.91	\$23.72	\$24.53	\$25.39
112	PS5	Annual		\$48,601.67	\$50,320.63	\$52,086.68	\$53,899.82
112	PS5	Monthly		\$4,050.14	\$4,193.39	\$4,340.56	\$4,491.65
112	PS5	Hourly		\$23.37	\$24.19	\$25.04	\$25.91
140	PS6	Annual			\$51,333.16	\$53,122.76	\$54,983.00
140	PS6	Monthly			\$4,277.76	\$4,426.90	\$4,581.92
140	PS6	Hourly			\$24.68	\$25.54	\$26.43
168	PS7	Annual				\$54,205.94	\$56,089.72
168	PS7	Monthly				\$4,517.16	\$4,674.14
168	PS7	Hourly				\$26.06	\$26.97
196	PS8	Annual				\$55,265.57	\$57,219.99
196	PS8	Monthly				\$4,605.46	\$4,768.33
196	PS8	Hourly				\$26.57	\$27.51
224	PS9	Annual				\$56,372.29	\$58,350.26
224	PS9	Monthly				\$4,697.69	\$4,862.52
224	PS9	Hourly				\$27.10	\$28.05
252	PS10	Annual				\$57,502.56	\$59,527.63
252	PS10	Monthly				\$4,791.88	\$4,960.64
252	PS10	Hourly				\$27.65	\$28.62
280	PS11	Annual				\$58,656.38	\$60,705.00
280	PS11	Monthly				\$4,888.03	\$5,058.75
280	PS11	Hourly				\$28.20	\$29.19
308	PS12	Annual				\$59,833.75	\$61,929.46
308	PS12	Monthly				\$4,986.15	\$5,160.79
308	PS12	Hourly				\$28.77	\$29.77

2017-18 Security Response Specialist (AD2) w/3.0% negotiated increase effective 9/1/17

**SECURITY RESPONSE SPECIALIST TECHNICAL LEAD\***

**APPENDIX C**

609 AD3 (260 Day)

2017-18 Salary Schedule

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Training Increment			Step 1	Step 2	Step 3	Step 4	Step 5
Hours							
BASE	Annual		\$68,122.40	\$70,500.68	\$72,973.15	\$75,516.26	\$78,177.11
BASE	Monthly		\$5,676.87	\$5,875.06	\$6,081.10	\$6,293.02	\$6,514.76
BASE	Hourly		\$32.75	\$33.89	\$35.08	\$36.31	\$37.59

\*Step A is 10% higher than the highest step, Security Response Specialist  
 Includes School Operations Coordinator.

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**EMERGENCY MANAGEMENT SPECIALIST**

609 AD3 (260

Day)

2017-18 Salary Schedule

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Training Increment			Step 1	Step 2	Step 3	Step 4	Step 5
Hours							
BASE	Annual		\$70,264.80	\$72,643.08	\$75,115.55	\$77,658.66	\$80,319.51
BASE	Monthly		\$5,855.40	\$6,053.59	\$6,259.63	\$6,471.56	\$6,693.29
BASE	Hourly		\$33.78	\$34.92	\$36.11	\$37.34	\$38.62

\*Steps are \$1.00 higher than Security Response Specialist Technical Lead

2017-18 (AD3) w/3.0% negotiated increase effective 9/1/17



## APPENDIX D

### IUOE LOCAL 609 GRIEVANCE REVIEW REQUEST

**DESTINATION:**

- Employee & Labor Relations
- Facilities Supervisor/Director
- Grievant
- Local 609

Seattle School District #1

**GRIEVANCE NUMBER:**

SSD#:

Local 609#:

<b>Grievant:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Submitted:</b>
<b>Supervisor:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Resolved:</b>
<b>Grievance:</b>				
1. Describe fully when, where and how the grievance took place:				
2. State specific provision(s) of the Agreement which is alleged to have been violated, misinterpreted or misapplied:				
3. Remedy requested:				
<b>Grievant's Signature:</b>			<b>Date:</b>	
<b>Informal Hearing Date</b>	<b>Was Union Rep Present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>	
<b>Supervisor's Name</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>	
<b>Step I Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>	
<b>Manager/Designee Signature</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>	
<b>Step II Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>	
<b>Superintendent/Designee Signature</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>	

**APPENDIX E  
EXTRA TIME/OVERTIME MATRIX**

<b>Need</b>	<b>Student Support for Assigned School</b> <i>(Regular School Year)</i>	<b>Centrally Sponsored Meetings or Events</b> <i>(Regular School Year)</i>	<b>Centrally Sponsored Meetings or Events</b> <i>(Summer)</i>	<b>Building Watches</b> <i>(All year)</i>
<b>Examples</b>	Sports, Social Events, PTSA	JSCEE Events, School Board and Public Meetings and Events at Buildings	JSCEE Events, School Board and Public Meetings and Events at Buildings	Fire Watch, Intrusion Watch, Building Threats
<b>Priority for Assignment</b>	Building Security Specialist	Central Security Staff	Security Specialists volunteering for Summer Work <i>(excluding Summer School)</i>	Alarm Office
<b>More than 72 Hours</b>	Rotation by Building Security Specialist Departmental Seniority	<b>1st</b> - Rotation by Central Security Specialist Departmental Seniority <b>2nd</b> - Rotation by Building Security Specialist Departmental Seniority <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Rotation by Security Specialist Departmental Seniority (Extra Time) <b>2nd</b> - Rotation by Security Specialist Departmental Seniority (Over Time) <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Extra time by Alarm Seniority (Rotating) <b>2nd</b> - Extra Time by Security Specialist (Rotating) <b>3rd</b> - Overtime by Alarm Seniority (Rotating) <b>4th</b> - Overtime by Security Specialist (Rotating)
<b>72 hours to 24 hours</b>	Rotation by Building Security Specialist Departmental Seniority	<b>1st</b> - Rotation by Building Security Specialist Departmental Seniority <b>2nd</b> - Rotation by Building Security Specialist Departmental Seniority <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Rotation by Security Specialist Departmental Seniority (Extra Time) <b>2nd</b> - Rotation by Security Specialist Departmental Seniority (Over Time) <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Extra time by Alarm seniority <b>2nd</b> - Extra Time by Security Specialist <b>3rd</b> - Overtime by Alarm seniority <b>4th</b> - Overtime by Security Specialist <b>5th</b> - Custodial
<b>Less than 24 hours</b>	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	<b>1st</b> - Extra time by Alarm Seniority <b>2nd</b> - Overtime by Alarm Seniority <b>3rd</b> - Rotating Security Specialist Hotlist

**APPENDIX F**  
**CENTRAL PENSION FUND**  
**OF THE**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**AND**  
**PARTICIPATING EMPLOYERS**

During the continuance of this agreement, the District shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the bargaining unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said pension fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum and the effective date for payment of any said sum is defined and set forth on the following basis:

Effective September 1, 2013, pay an hourly sum of sixty cents (\$.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

The District and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for each fund, as of September 7, 1960, establishing the Central Pension fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

The Employer and Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating each said fund. The Employer and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement

This Appendix may be modified during the term of this Agreement if there is written agreement to do so signed by both parties. The Unions membership may alter after the amount to be deducted no more than once per year with District consent. Any mutually agreed upon change in the amount to be deducted from each employee's negotiated wages must apply to and be approved by all Local 609 Bargaining Units.

**2017-2020 MEMORANDA OF UNDERSTANDING**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609**  
**(Alarm Monitors and Security Response Specialist)**  
**Include**

**Summer Employment**

**Video Surveillance**

**Non-Retaliation**

**Change of Immigrant Status**

**Discrimination, Retaliation, and HIB Complaint Investigation Process**

**Harassment and Discrimination Investigations**

**Administrative Leave**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING SUMMER EMPLOYMENT  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609  
2017-2020**

This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 (District) and the International Union of Operating Engineers, Local 609 (Union), representing Alarm Monitors and Security Response Specialists. The parties have agreed that the provisions set forth herein shall expire on August 31, 2017. The agreements between the parties are as follows:

1. The District and the Union will work together to maximize summer employment opportunities for employees represented in this unit.

To the extent that this MOU conflicts with any provisions of the Collective Bargaining Agreement in effect between the parties, the agreements set forth in this MOU shall control and any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this MOU.

\*This MOU is considered signed when the cover page of the Agreement is signed.

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING VIDEO SURVEILLANCE**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS LOCAL 609**  
**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective when signed by both parties and expires at the same time (8/31/2017) as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

Video surveillance is defined as the surreptitious “collection, storage, taping transmission, or reception of images on video tape, disc, film, photo electronic, photo-optic, or other computer-based technology system to monitor or observe the conduct or actions of an employee at his or her worksite(s).” Video surveillance does not include the open and obvious use of video or film equipment to record events, or to the monitoring of electronic information sent or received by employees through e-mail or the Internet. The District understands that surveillance cannot be used to harass or intimidate employees.

If the District has a reasonable suspicion to believe that an individual is engaged in conduct that violates criminal law, civil law, District rules, or constitutes misconduct the District may utilize video surveillance on District property, in District buildings, and in/on District equipment to monitor an individual or an area where the conduct is believed to be taking place without notice to the individual or his or her union.

The determination whether the District has a reasonable suspicion to engage in video surveillance shall be made prior to the utilization of the video surveillance. Said determination shall be made by the Superintendent, the General Counsel, the Director of Logistics, the Director of Human Resources or the Safety and Security Manager. Video surveillance may be performed by the Safety and Security Department or any other entity with experience in investigation and/or video surveillance determined by any one of the administrators who could make the determination regarding reasonable suspicion to engage in video surveillance.

If the District uses information collected from video surveillance to impose discipline on an employee, the District will provide a copy of the video surveillance to the employee or the union after it has reviewed the surveillance and completed any required interviews with the employee concerning his or her conduct. In the event the employee is suspended without pay or terminated, the video surveillance must be provided 24 hours prior to any final meeting between the employee and the District to discuss his or her conduct. However, notwithstanding any other statement in this MOU, the District is not required to produce a copy of the video surveillance to an employee or his or her union if said video surveillance is given to the police department or the Prosecuting Attorney’s office relative to possible criminal violations of the law.

The information collected from video surveillance under the MOU shall be kept confidential and disclosure is restricted to individuals with a need to have access to the information to assess whether discipline will be imposed to perform their official job duties, or to process a related grievance. No other disclosure is permitted except in response to a court order or as otherwise required by law or when provided to local authorities in connection with possible criminal violation of the law.

Nothing in this document will prohibit the District, at its discretion and without notice, from establishing a general video surveillance of its facilities similar to the type of video surveillance done by other institutions such as banks, local convenience store, etc.

To the extent that this MOU conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this MOU shall control any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this MOU.

\*This MOU is considered signed when the cover page of the Agreement is signed.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 609  
NON-RETALIATION**

The District and Local 609 agree that claims of retaliation for exercising collective bargaining agreement and statutory rights must be discussed promptly. To accomplish this objective, the District and Local 609 agree as follows:

Local 609 may contact the Director of Labor Relations and request a meeting to discuss the alleged retaliatory behavior between a Local 609 represented member and a building principal. The Labor Relations Department will schedule a meeting between the Education Director, the Principal, a local 609 representative, and if needed, the Labor Relations Director or designee. Failure to schedule a meeting is considered a grievable issue under the grievance provisions contained in the District/Local 609 CBAs.

For purposed of this MOU, the purpose of any meeting is to discuss alleged retaliation that is based on collective bargaining statutory rights and district/Local 609 collective bargaining agreements.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO.1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 609 CONCERNING**  
**CHANGE OF IMMIGRATION STATUS**  
**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective concurrent with Collective Bargaining Agreement.

**Statement of Intent**

The intent of this MOU is to offer support to employees who are legal workers but who must comply with immigration processes and/or attend to immigration challenges. It is understood that falsification of an application, I-9 form, or other hiring document may be grounds for discipline including termination and that termination for falsification of any such documents will eliminate any right to reemployment under this MOU or the collective bargaining agreement.

**Notification to Union**

If the District is advised that an employee who has completed his or her probationary period faces a challenge to his or her right to work in the United States, or that the INS is performing an immigration audit or initiating an investigation, or when the District receives a “no match” letter from the Social Security Administration, the District will advise the employee that he or she may have union representation and upon the employee’s request notify and meet with the Union to discuss the issue. Whenever possible, this meeting shall take place before any action by the District is taken.

**Time off**

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to INS proceedings and any related matters related to the employee only. The District may request verification of such leave.

**Reemployment Within 12 Months**

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer reemployment to an available open position similar to that vacated, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

**Reemployment within 24 months**

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer employment to an available open position similar to that vacated, as a new hire, without seniority, and subject to a new probationary period, upon the employee providing proper work authorization within an additional 12 months from the date of termination.

\*This MOU is considered signed when the cover page of the Agreement is signed.

**MEMORANDUM OF AGREEMENT BETWEEN  
IUOE LOCAL 609  
AND  
SEATTLE SCHOOL DISTRICT No. 1  
AGREEMENT REGARDING  
DISCRIMINATION, RETALIATION, AND HIB COMPLANT INVESTIGATION  
PROCESSES**

**I. RECEIPT AND LOGGING OF COMPLAINT**

Formal Complaints of Discrimination, Retaliation, and Harassment, Intimidation, and/or Bullying filed with the Human Resources Department will be received and logged in the Labor and Employee Relations Division (LER). The log will record the date the complaint was received and how it was received, e.g. mail, email, telephone, in-person, fax, etc.

**II. INTAKE MEETING**

A representative from LER will attempt to contact the complainant/employee by telephone and/or email within seven days of receipt of the complaint to offer any needed assistance in completing the complaint form if not yet complete and/or to obtain any necessary information.

**III. ACKNOWLEDGEMENT OF COMPLAINT**

Within seven (7) days of receipt of the complaint, LER will email the complainant/employee and the designated representative of Local 609 acknowledging receipt of the complaint. This notification also will include:

- a. a general description of the allegations of the complaint;
- b. the name and contact information of the person assigned to investigate the complaint;
- c. the timelines associated with the anticipated completion of the investigation;
- d. the applicable District policies associated with the complaint and investigation;
- e. the process and timelines for any appeals of the decision regarding the complaint; and
- f. copies of the referenced District policies.

**IV. INTERVIEW SCHEDULING OF COMPLAINANT AND LOCAL 609 MEMBERS**

As soon as possible, ordinarily within seven (7) days of the acknowledgment of the complaint, an LER staff member will begin efforts to arrange an interview of the complainant. If the complainant desires union representation, the LER staff member will include the appropriate Local 609 representative in the scheduling of the interview. This interview will be scheduled at a date and time mutually agreed upon by all parties necessary to the interview. Similarly, if a witness in the investigation of the complaint is a Local 609 member and desires union representation in any interview, the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

**V. UPDATES TO LOCAL 609**

Once the interview of the complainant is completed, an LER staff member on a bi-weekly basis (every other week) will update the appropriate Local 609 representative on the status of the investigation. These updates may be provided by email.

**VI. FINDINGS/OUTCOME LETTERS**

At the conclusion of the investigation, a letter detailing the findings and the outcome of the investigation signed by the appropriate District official will be provided to the complainant and the appropriate Local 609 representative. This letter will be provided by email to the complainant and Local 609 and via regular U.S. mail to the complainant's home address on record with the District. This letter will include an explanation of the appeal rights available to a complainant under the District's policies.

**VII. CLOSE OUT MEETING**

After the conclusion of the investigation, the complainant will be offered the opportunity to have a "close out meeting" with the appropriate member(s) of the LER staff. This notice will be provided to the complainant via email, with cc to the appropriate Local 609 representative, within seven (7) days of the date of the Findings/Outcome letter. If the complainant desires to have union representation at this meeting, an LER staff member will coordinate the scheduling of this meeting with the complainant and the appropriate Local 609 representative. At this meeting, the LER staff member(s) will attempt to answer questions about the process of the investigation and the ultimate decision-making regarding the complaint, as well as options for the complainant in addition to appeal right

**VIII. THE TERMS OF THIS AGREEMENT PREVAIL**

The parties agree that the terms of this Agreement prevail over any conflicting or contradictory terms that may exist in any prior Memorandum of Understanding and/or Settlement Agreement.

This Agreement made and entered into this 19th day of April 2017.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS LOCAL 609**  
**CONCERNING HARASSMENT AND DISCRIMINATION INVESTIGATIONS**  
**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

Seattle Public Schools (SPS) is committed to following its adopted procedures for investigating harassment and discrimination claims, as incorporated by reference into the SPS and International Union of Operating Engineers, Local 609 (Local 609) collective bargaining agreements. Accordingly, the parties have agreed to the following protocols for the processing and resolution of harassment and discrimination complaints:

1. All complaints received from SPS employees will be handled confidentially and only those SPS employees who have a “need to know” will be involved in the investigative process.
2. Correspondence to complainants will be handled confidentially and SPS will not use electronic mail or interoffice correspondence to communicate with complainants unless complainants state that they want to correspond via email.
3. SPS will use qualified investigators to conduct investigations of harassment and discrimination complaints. Investigators may be outside contractors or current SPS employees who are qualified to perform investigations.
4. SPS will not require a complainant to submit a complaint on a particular form, although complainants will be encouraged to use SPS’ standard complaint form.
5. Any Local 609 member filing a harassment and/or discrimination complaint with SPS has a right to be accompanied, assisted and/or represented by a Local 609 representative at any or all stages of the complaint and investigative process, including but not limited to interviews by the assigned investigator and meetings to discuss findings. If an employee requests union representation, SPS and/or the investigator will include a Local 609 representative in the meeting.
6. SPS will respond to complaints promptly and assign an investigator as soon as possible, ordinarily no later than one week from the filing of the complaint.
7. When a complainant has requested Local 609 involvement, a Human Resources representative will meet with both the complainant and a Local 609 representative to discuss the complaint. At this time, either the complainant or Local 609 can outline any relevant information for the SPS investigator, including whether the alleged harasser or discriminating person has a history of complaints.

8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609**  
**CONCERNING ADMINISTRATIVE LEAVE**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 and Seattle School District No. 1. This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between IUOE, Local 609 and the District.

The parties agree that Article XVII(C) will be applied as follows:

Administrative Leave Procedure: Local 609 Employees

The District has the discretion to place an employee on administrative leave when allegations have been made against the employee involving conduct that:

1. Directly or indirectly endangers staff or students (including, but not limited to, assault, sexual misconduct, threats to self or others, abuse, drug use, or alcohol use during school hours);
2. Has the potential to disrupt the educational environment; or
3. Has the potential to interfere with an investigation.

Employees *may not* be placed on administrative leave if their alleged conduct does not meet one of the criteria listed above.

1. Making the Administrative Leave Decision. The decision to place an employee on administrative leave will be made by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available). The District will provide the employee and Local 609 written notice of the allegations, and meet with the employee and a Local 609 representative (if the employee desires representation), prior to making the decision to place a Local 609 bargaining unit member on administrative leave.
  - a. Emergency Removal. The District reserves the right to forego this meeting if the nature of the allegations against the employee necessitates his or her immediate removal from the workplace. In such cases, the District agrees to meet with the employee and a Local 609 representative (if the employee desires representation) to discuss the decision to place the employee on administrative leave on the following business day. Building administrators will be advised that if they believe a staff member should be placed on administrative leave, they should contact the Assistant Superintendent, Human Resources and the Local 609 member's Department Director/Manager (or their designees, if the Assistant Superintendent, Human Resources and/or Department Director/Manager is not available).
  - b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of



Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30 day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.
3. Administrative Leave is Not Imposed As Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.
4. Employee Rights on Leave. At the time the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal belongings, and (5) that s/he can get periodic updates on the status of his or her leave.
5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.
6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.

7. Witness Interviews. Local 609 bargaining unit members interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location that is convenient for them. Local 609 bargaining unit members may bring a Local 609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.
8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

\*This Memorandum is considered signed when the Agreement is signed.