



**2017-2020 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-A  
(Custodial Engineers and Gardeners)**

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

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**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609A**  
**(Custodial Engineers and Gardeners)**

**Seattle School District Negotiating Team:**

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**IUOE Local 609 Negotiating Team:**


Mike McBee, Chief Negotiator  
David Westberg  
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**

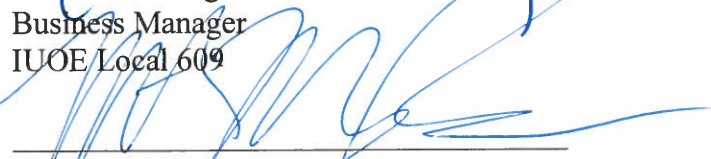
**International Union of Operating Engineers,  
Local 609**

  
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Superintendent  
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Rachel Buck  
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Recording and Corresponding Secretary  
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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**Custodial Engineers and Gardeners**

**TABLE OF CONTENTS**

<b>ARTICLE I: PARTIES TO THE AGREEMENT</b>	1
<b>ARTICLE II: RECOGNITION</b>	1
<b>ARTICLE III: APPLICATION OF AGREEMENT</b>	1
<b>ARTICLE IV: AFFIRMATIVE ACTION</b>	2
<b>ARTICLE V: MANAGEMENT RIGHTS</b>	2
<b>ARTICLE VI: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP</b>	4
<b>ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT</b>	4
<b>ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES</b>	4
<b>ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES</b>	5
<b>ARTICLE X: LEAVES FOR UNION ACTIVITIES</b>	5
SECTION A: Eligibility	5
SECTION B: Procedure	5
<b>ARTICLE XI: LEAVE FOR BUSINESS MANAGER AND FULL-TIME OFFICER</b>	6
SECTION A: Provisions	6
SECTION B: Salary and Benefits	7
<b>ARTICLE XII: WAGES AND EMPLOYEE BENEFITS</b>	7
SECTION A: Wages	7
SECTION B: Group Insurance Provisions	14
SECTION C: Protection of Employees and Personal Property	16
SECTION D: Retirement Benefits	17
SECTION E: Safety Equipment and Clothing Allowance	18
<b>ARTICLE XIII: VACANCIES, TRANSFERS, AND PROMOTIONS</b>	19
SECTION A: Transfers and Promotions	19
SECTION B: Seniority Listing	23
<b>ARTICLE XIV: SHIFTS AND HOURS</b>	23
SECTION A: Work Shifts	23
SECTION B: Duty-Free Periods	24
<b>ARTICLE XV: BUILDING RECLASSIFICATION AND STAFF ADJUSTMENTS</b>	25
SECTION A: Building Reclassification	25
SECTION B: Staff Adjustments	25
<b>ARTICLE XVI: LEAVES</b>	27
SECTION A: Eligibility for Leaves	27
SECTION B: Sick Leave	27
SECTION C: Long Term Health Leave	28

SECTION D: Child Care Leave	29
SECTION E: Adoption Leave	30
SECTION F: Bereavement Leave	30
SECTION G: Religious Observance Days	30
SECTION H: Injury While on Duty	30
SECTION I: Annual/Emergency Leave	33
SECTION J: Jury Duty	36
SECTION K: Long-Term Leave Without Pay (not for health reasons)	36
SECTION L: Military Leave and Service Credit:	37
SECTION M: Leave Sharing:	38
<b>ARTICLE XVII: DISCIPLINE &amp; INVESTIGATION PROCEDURES</b>	<b>38</b>
SECTION A: Discipline	38
SECTION B: Investigation Procedures	38
<b>ARTICLE XVIII: GRIEVANCE PROCEDURE</b>	<b>38</b>
SECTION A: Definition	38
SECTION B: Provisions	38
SECTION C: Procedure	39
<b>ARTICLE XIX: JOB DESCRIPTION</b>	<b>41</b>
<b>ARTICLE XX: TIME ALLOCATION STANDARDS</b>	<b>41</b>
<b>ARTICLE XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION</b>	<b>42</b>
SECTION A: Performance Evaluation	42
SECTION B: Corrective Action	42
<b>ARTICLE XXII: IN-SERVICE TRAINING</b>	<b>43</b>
<b>ARTICLE XXIII: EMPLOYMENT RECORD</b>	<b>43</b>
<b>ARTICLE XXIV: LIABILITY COVERAGE AND HOLD HARMLESS</b>	<b>44</b>
<b>ARTICLE XXV: SUPPLEMENTAL EMPLOYMENT STANDARDS</b>	<b>44</b>
<b>ARTICLE XXVI: SUPPLEMENTAL EMPLOYMENT</b>	<b>44</b>
SECTION A: Provisions	44
<b>ARTICLE XXVII: LABOR MANAGEMENT COMMITTEE</b>	<b>45</b>
<b>ARTICLE XXVIII: DISTRIBUTION OF AGREEMENT</b>	<b>45</b>
<b>ARTICLE XXIX: TERM AND RENEGOTIATION OF AGREEMENT</b>	<b>46</b>

## 2017-2018 SALARY SCHEDULES

APPENDIX A:	<a href="#">CUSTODIAL SALARY SCHEDULE</a>	47
APPENDIX B:	<a href="#">MECHANICAL COORDINATOR</a>	49
APPENDIX C:	<a href="#">GARDEN/GROUNDS</a>	51
APPENDIX D:	<a href="#">GRIEVANCE REVIEW REQUEST FORM</a>	53
APPENDIX E:	<a href="#">JOURNEYMAN UPGRADING APPRENTICE AND TRAINEE TRAINING PROGRAM</a>	54
APPENDIX F:	<a href="#">ANNUAL LEAVE AND HOLIDAY PREVISIONS</a>	57
APPENDIX G:	<a href="#">CENTRAL PENSION FUND</a>	58

## MEMORANDA OF UNDERSTANDING

RE:	<a href="#">IMPLEMENTATION OF CONTRACT CHANGES</a>	60
RE:	<a href="#">VIDEO SURVEILLANCE</a>	61
RE:	<a href="#">NON-RETALIATION</a>	63
RE:	<a href="#">CHANGE OF IMMIGRATION STATUS</a>	64
RE:	<a href="#">HARASSMENT AND DISCRIMINATION INVESTIGATIONS</a>	65
RE:	<a href="#">DISCRIMINATION, RETALIATION, AND HIB COMPLAINT INVESTIGATION PROCESSES</a>	67
RE:	<a href="#">EVALUATIONS</a>	69
RE:	<a href="#">ADMINISTRATIVE LEAVE PROCEDURE</a>	70

**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-A**  
**(Custodial Engineers & Gardeners)**

**ARTICLE I: PARTIES TO THE AGREEMENT**

This Agreement is entered 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 Appendices 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 as outlined above.
- B. Seattle School District recognizes the International Union of Operating Engineers 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 1 above. When the word "Union" is used, it refers to the International Union of Operating Engineers, Local 609-A.

**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 1 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 applicant because of race, creed, color, religion, marital status, national origin, economic status, sex, sexual orientation, 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;
  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 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 facilities 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 Facility Operations Department (FOD) to provide facility 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 Cleaning Cycle Territory Reports, Task Lists, preventative maintenance requirements, 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 between the customer site representative, usually the principal or department head or designee, and the Local 609 bargaining unit employee in charge of facilities services at a site (usually the Custodial Engineer). This would include communication about the scheduling or timing of needed services (for example, the timing of an assembly on any given day, but not the adjusting of a cleaning schedule 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 FOD. 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 Facilities Operations Department and supervised by a chain of command within that Department. The Chain of Command is as established by the FOD, and in consultation with the Union clearly communicated to employees covered by this Agreement as well as customer representatives annually and 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 FOD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the FOD in consultation with the Union. Customer site representatives may provide input to the FOD regarding the performance of Local 609 members working at the customer's site.
- 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, 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 nonreligious 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 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 provisions 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 a bulletin board 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/designee is invited to participate as an observer in regularly scheduled general custodial and/or gardener meetings.
- D. The Union may designate one (1) custodial employee, per shift, as a steward for each nine (9) school buildings and one (1) gardener employee as a steward for each crew; provided that the Union may designate a temporary steward to act for any regular steward who is absent for any reason. The Union will notify the District of the designated stewards and the effective appointment date(s).

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

### **SECTION A: Eligibility**

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 RCW) may be granted leave to attend the meetings and conferences subject to the procedure set forth in Section B below.

### **SECTION B: Procedure**

- 1. Request for leave of any officer or member shall 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) working 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 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 (Nutrition Services), No. 609-C (School Security Specialists) and 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 (Directors of: Labor Relations, Human Resources, Facilities etc.) require the assistance or attendance of any official of Local No. 609, 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 wishes 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: Wages

1. The 2017-2018 Salary Schedules shall be as shown in Appendices A, B and C.
2. During the 2018-19 school year, the base wage rates, premiums and the like specified in Appendixes A, B, and C 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, premiums and the like specified in Appendix A, B, and C 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-5, below.

  - a. Prior to effectuating the state-designated new 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 current 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.

5. Increments. Increments shall be granted to eligible employees two (2) times per year, to be effective 09/01 and 03/01.
  - a. Eligible employees are defined as employees who:
    1. Are working in full or part time positions represented by Local 609A as of 02/28, to be eligible for the following 09/01 increment advancement, and, 08/31, to be eligible for the following 03/01 increment advancement; and,
    2. Received a satisfactory or better rating on their immediately preceding evaluation. Employees who did not receive a satisfactory or better on their evaluation and have successfully completed a work improvement plan will be eligible for the next increment. Delays in administering a work improvement plan will not be held against the employee in regard to the payment of an increment.
  - b. Eligible employees shall be advanced one (1) step on the appropriate salary schedule; provided that, a maximum of two (2) increments, exclusive of the licensing increment (c below), may be obtained in any twelve (12) month period.
  - c. An unlicensed employee who provides proof of acquiring a City of Seattle 4th Grade Boiler Operator's License shall receive one (1) additional pay increment effective as of the month following notification of such acquisition. In no event shall the employee's compensation exceed the top step of the G classification. The provisions of this section shall also be extended to boiler licensed employees who obtain a refrigeration license in which case the employee will receive a second increment for the refrigeration license.
  - d. Increment advancement for eligible employees in classifications J, K, L, M (20), MC-K, MC-L, MC-M, MC-M (1), MC-N, Senior Gardener, Landscape Lead, Sports Complex Groundskeeper and Equipment Operator classifications is dependent upon the individual employee's satisfactory completion of a minimum of thirty (30) hours of training/classes per increment cycle. Such training/classes must be approved by the Facilities Department. Increment advancement shall not exceed one (1) pay increment per increment cycle or for custodial engineers (J classification and above) up to one classification for the duration of the Agreement. Advancement applies to pay increment only. Training hours taken but not used may be used in the next increment cycle if reported to the Director in writing. Training hours may not be "banked" for over one year.

1. Hours worked as an approved instructor can count towards increment hours with pre-approval.
- e. An employee in the Grounds Department classified as a Gardener or above, who provides proof of acquiring a Master Gardener Certification (WSU Program), a Washington Certified Landscaper Certificate, or certification as a Certified Arborist from the International Society of Arboriculture or a verified equivalent certification, shall receive one (1) additional pay increment effective as of the month following notification of such acquisition. In no event shall the employee's compensation exceed the top pay step of his/her classification nor shall an employee be eligible for more than one (1) such certification increment adjustment. The certification documentation must be approved by the Director of Facilities Operations on an individual basis for this subsection to be effective for a given employee.
  - f. Employees who are promoted out of classification shall be paid at the salary increment step in the higher classification which exceeds his/her regular salary step in his/her current classification by a minimum of fifty dollars (\$50) per month.
  - g. Employees have an obligation to maintain their licenses and it is not management's responsibility to remind employees that their licenses are due to expire.
    1. The Union acknowledges that employees have this obligation and that employees' failure to maintain their licenses will have significant financial implications in the future.
    2. In the future, District management will review on or about September 23 of the year whether employees whose positions require a license have that license. If employees do not have that license, District management will inform the employees that they must have the license no later than October 15, or their pay will be reduced effective October 1. The District will provide 609 with a copy of this notification at the same time the notification is given to employees. Employees will have between September 23 and October 15 to obtain their license renewal or explain why they do not have a current license.
    3. On October 15, District management will again review whether employees have the required license and those employees who do not have their licenses will have their pay reduced effective October 1 of the year.
    4. In the future, employees who do not have their licenses renewed by October 15 of the year will be reduced in pay effective on October 1 to the highest unlicensed rate of pay, or lose the corresponding stipend where applicable.



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 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.
- e. **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.

5. In the event that an individual employee temporarily substitutes in a position with a higher classification than his/her regular classification, the employee's salary will be adjusted as follows:
  - a. No adjustment will be made for substitutions of less than three (3) working days duration.
  - b. When substitution exceeds three (3) working days:
    1. The custodial employee will be paid at the salary increment step in the higher classification which exceeds his/her regular salary or at the base pay rate of the substitute position, whichever is greater. This compensation will be retroactive to the initial three (3) days.
    2. Gardener employees who substitute in a Sub-Foreman Landscaping position shall receive fifty-cents (\$.50) per hour additional compensation. This compensation will be retroactive to the initial three (3) days.
    3. The District agrees to pay a temporary upgrade to Sports Complex Assistants when they step up into a Sports Complex Groundskeeper position if the Sports Complex Lead is not available to substitute. Employees will be notified in advance when an upgrade will apply and are free to request a review of a particular situation. Upgrades may apply in the event of a long-term substitution, activity requiring scheduling or decision making, or any substitution requiring an increased level of responsibility.3. When there are no licensed Custodians available, an Assistant Custodian will take the position of the licensed Custodian and an Unassigned Assistant Custodian will be assigned to substitute for the Assistant Custodian.
6. The District agrees to pay a temporary upgrade during break periods on a case by case basis where warranted. Employees will be notified in advance when an upgrade will apply and are free to request a review of a particular situation. Upgrades will apply in the event of a long-term substitution, construction activity requiring scheduling or decision making, or any substitution requiring an increased level of responsibility.
7. Overtime:
  - a. Work performed beyond forty (40) hours a work week and work beyond one (1) regularly scheduled eight (8) hour shift shall be compensated at the rate of one and one-half (1 ½) times the individual employee's hourly rate of pay for a regular shift.
  - b. Any work in excess of eight (8) hours in one (1) shift or forty (40) hours per week must be at the request of and approved by an area or staff supervisor.
  - c. Sports Complex assignments and the associated high school shall first be offered to the assigned Sports Complex Groundskeepers and then to the Assistant assigned Sports Complex Groundskeepers. If the regularly assigned Sports Complex employees decline the overtime or additional



overtime help is needed at the Sports Complex, the assignment will be made to the unassigned Sports Complex Assistant. If additional overtime help is required the other Sports Complex employees will be used to fill the overtime assignment. Additional overtime assignments from the other Sports Complex employees will be assigned from a Sports Complex overtime list. The District may use building custodians or Mobile AA custodians to cover events at a Sports Complex as additional personnel.

- d. Non-licensed custodial overtime assignments that cannot be filled by building staff will be assigned from a rotating roster of volunteers.
- e. Grounds overtime assignments for school projects will be based on a Gardener overtime list. When overtime assignments are identified, the District will communicate the assignment directly with the affected gardeners or send a broadcast/text message to all gardeners, notifying them of the overtime opportunity. If an employee does not respond within twenty-four (24) hours, that employee will be skipped and the next employee on the list will be offered the overtime assignment. Grounds Department employees may opt to remove themselves from the overtime list at any time. Employees can make a written request to have their name put back on the Gardener overtime list at any time.
- f. Overtime assignments that require a specialty skill (i.e. tree work, equipment operator, pitching mound building, supervision) will be assigned to the employee with the required skill. Employees, who have worked specialty skill overtime assignments, will be considered to have worked an event from the regular gardener overtime list. Employees whose work day has been extended beyond eight (8) hours are not considered to have worked an event on the gardener overtime list.
- g. Employees who decline an overtime assignment shall not be disciplined for refusing such a shift assignment. An employee who fails to work an overtime shift after having agreed to work will be subject to progressive discipline which will include removal from all overtime lists for thirty (30) days.
- h. The District may use building custodians or Mobile AA custodians to cover events at a Sports Complex as additional personnel.

8. Holidays and Rate of Pay

- a. Effective September 1, 2018 employees shall be granted the following paid holidays, in proportion to their regularly assigned hours:

Independence Day	Christmas Holiday
July 5th	New Year's Eve Holiday
Labor Day	New Year's Day
Veterans' Day	Martin Luther King Holiday
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Eve Holiday	

1. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for that holiday, except that school year employees who work or are on paid leave status the last student day before winter break and the first student day following winter break shall be granted, Christmas Eve Holiday, Christmas Holiday, Day after Christmas and New Year's Holiday.
  2. Work performed on holidays listed above and Sundays, except when Sunday is part of the regular work week, shall be compensated at the rate of two (2) times the individual employee's hourly rate of pay for regular shift work. Any work performed on these days must be at the request of and approved by an area or staff supervisor.
9. Emergency Call Back:
- a. When an employee is called from his/her home to perform emergency work, he/she will be compensated at his/her appropriate overtime rate for the individual situation, except that the minimum call-back compensation is four (4) hours pay at the employee's hourly rate of pay for regular shift work.
  - b. In situations where less than one-quarter hour of duties are involved, two (2) hours pay at the employee's hourly rate of pay for regular shift work will be paid.
  - c. Emergency work performed at times other than the scheduled work shift must be at the request of and approved by an area or staff supervisor. If an area or staff supervisor is unavailable in an emergency situation, a custodial engineer call-back may be authorized by a District security specialist.
1. Emergency Teams:

In the event of certain inclement weather conditions or other emergency situations, the District may utilize emergency teams. The teams will be regionally based and made up of employees who have signed up as volunteers and who hold appropriate licenses.
  2. Except in extraordinary circumstances (e.g.— Natural Disasters, National Emergencies), these teams are not intended to reduce traditional cold weather overtime opportunities and will only be utilized in situations where building based staff are unavailable (e.g. vacation, sick leave, unable to respond). If extraordinary circumstances (such as above) can be anticipated, exceptions will not be made without consultation with the Union.
  3. If a licensed custodian is called back to work pursuant to this provision, completes the emergency assignment and returns to his/her home residence but is required to remain at his/her home residence for a specified period of time for purposes of further call back involving that emergency, said employee shall be compensated at his/her straight time hourly rate while he/she is required to be on call.

4. Emergency operators will operate and shutdown boilers in accordance with city code.
- d. A Grounds employee who is not regularly assigned to work on a weekend, but who is assigned to one or more Self Help projects on a weekend, shall be paid a minimum of four (4) hours straight time pay. In situations where less than one-quarter (1/4) hours of duties are involved, a minimum of two (2) hours straight time shall be paid.

#### 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 year, respectively, which option, may be exercised only if required by changes in State law concerning employee benefits.

#### SECTION C: Protection of Employees and 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 necessarily used 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 unknown on school premises while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of the usual two hundred fifty dollars (\$250) insurance deductible. 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 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 approval of the supervisor.
4. There must be proof submitted that the employee either 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 Article.
5. There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Property Loss or Damage form. These forms shall be supplied to all schools.
6. The employee shall immediately report any assault suffered by him/her in connection with District employment to the principal or other immediate superior and cooperate fully in the completion of written and oral reporting procedures.
7. Employees in this bargaining unit are not expected to perform duties normally performed by Safety and Security personnel.

#### SECTION D: 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/School 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 any unused Sick/Emergency 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/Emergency Leave.
3. On or about January 15, 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/Emergency Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.
5. If an employee is employed in a full-time 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 E: Safety Equipment and Clothing Allowance

For each year of the Collective Bargaining Agreement employees on regular employment status by October 1 will receive an allowance for safety equipment and clothing of \$179.94 each year thereafter the allowance will be increased by the State funded percentage increase for basic education staff that year. Employees are required to adhere to the Dress Code-Standard of Appearance for the Facility Operations Department.

## **ARTICLE XIII: VACANCIES, TRANSFERS, AND PROMOTIONS**

### **SECTION A: Transfers and Promotions**

1. Entry Level and Training Progression
  - a. As unlicensed Assistant Custodian openings occur, Unassigned Assistant Custodians will be selected to fill the vacancy. As openings occur, Assistant Custodians who have acquired a 4th Grade Boiler Fireman's License and who have completed the six (6) month probationary period will be selected for Licensed Assistant, H classification, in accordance with the criteria set forth in 3 below. If no Assistant Custodian is available who has both the required license and has completed the probationary period, the District may select an Assistant Custodian who has the required license, but has not completed the six (6) month probationary period.
  - b. Openings in Licensed Assistant I classification shall be filled by employees in the Licensed Assistant H classification in accordance with criteria set forth in 3 below.
  - c. Openings in Licensed Assistant I Mobile AA shall be filled by employees Licensed Assistant I classification who have acquired a 3rd Grade Steam Engineer License and who have completed an approved boiler water chemical training course and an industrial plant maintenance course as designated by the District. Applicants will be selected in accordance with the criteria set forth in 3 below.

If no Licensed Assistant, I classification, is available who has both the required 3rd grade license and has completed the required training, the District may select an employee who agrees to obtain such license and agrees to participate in all required training.
  - d. All vacancies above the Licensed Assistant I Mobile AA position will be filled by the promotion system set forth in 2-e or 2-f below. In order to be eligible for promotion, bidding employees must have acquired the 3<sup>rd</sup> grade Steam License and completed the required training.
2. Except as outlined in Section 2-f, all lateral transfers and promotions to positions in classifications I, I Mobile AA, J, K, L and M shall be made by appointment from the list of employees (electronic bid list) maintained by the employer expressly for that purpose.
  - a. All employees shall be eligible to bid for either lateral transfer and/or promotion, by electronically filing on the form specified by the employer. The employer will make training available on its SharePoint site for filing a bid as well as an explanation of the bid process.

Bids may be made for:

    1. Lateral transfer to any position available.
    2. Lateral transfer to one or more specified positions.
    3. Promotion to any position available.



4. Promotion to one or more specified positions.
- b. Bids may be filed at any time of the year, and be amended or withdrawn at any time. Any bid or change shall be effective two (2) days after it is filed. Only employees who have bid on the position will be considered for transfer or promotion.
  - c. When vacancies occur in the Head Assistant and Custodial Engineer, J classification, the employer shall first effect lateral transfer from among the employees who have bid.
    1. Custodial Engineers in the J, K, and/or L classifications who have served in their current assignment for one (1) calendar year; and
    2. Head Assistants, J classification, who have served in their current assignment for two or more complete calendar years.
    2. Lateral transfers shall be awarded to employees in descending order to their relative positions in the bid list.
    3. The employee receiving a lateral transfer shall have his/her name removed from the bid list for any other lateral transfer requests in accordance with the provisions of c-1 above.
  - d. District Initiated Transfers:
    1. The District may, at its discretion, transfer Support Service Technician, I classification, personnel to positions within the I or G classification.
    2. The District may, at its discretion, transfer Support Service Lead, K classification, personnel to other K classification positions.
    3. When all parties agree, including affected employees, transfer and/or trading of assignments may occur. This may be due to an employee harassment claim, employee conflict, or as part of an employee accommodation.
    4. Employees in G and H classification who have been transferred by the District may, after working at least ten (10) days in a new position if they find their reassignment problematic, document their concerns clearly in writing to the Director and the Union. The Director shall respond in writing to the employee and Union with the final disposition of the matter. The District has the discretion to reassign custodial employees in the G and H classifications.
  - e. Vacant positions which are not filled by lateral transfer shall be offered as promotions to bidding employees in the next lesser job title.
    1. Vacant positions shall be offered to bidding employees eligible for promotion.
    2. Promotions shall be awarded to qualified bidding employees, in descending order of their relative positions in the bid book.

3. The employee receiving a promotion may bid for new promotions immediately, and may bid for lateral transfer in accordance with the provisions of 2-c-1 above.
  - f. All building Custodian Engineer positions in the J, K, and L classifications will be awarded after an interview of the first five (5) candidates in the same job classification (lateral moves) and then employees requesting promotions from the next job title below up to a maximum of five (5) as determined by the bid book.

In the event that too few candidates are available the vacant slots will be filled by the other job title, up to a maximum of five (5) candidates.

    1. Interview will be with the building principal or his/her designee.
    2. At the conclusion of the interview process, the candidates will be ranked (1 to 5). The certified rank order form will be made available to the Union upon request.
    3. The top ranked candidate will be offered the promotion. If the candidate chooses to decline the offer; the next ranked candidate will be offered it and so on.
    4. If all five (5) candidates decline the position offered, it will be filled in accordance with 2-e above.
    5. Every effort will be made to conduct interview during work hours.
    6. The Support Services Lead may bid for transfers and promotions in the J, K and L classifications.
    7. Building principals may choose to forgo the interview process, in which case, the position will be offered in accordance with 2-e above.
  - g. When a Sports Complex Groundskeeper vacancy occurs at a Sports Complex, current Sports Complex Groundskeepers shall have an opportunity to laterally transfer before the vacancy is otherwise filled by the District.
3. Employees shall be considered for promotions to higher classifications utilizing the following criteria:
    - a. For J classification and above only; completion of the Custodial Engineer Technician Apprenticeship program.
    - b. Seniority in present job title.
    - c. Employee's most current performance evaluation in job title, by an area supervisor or custodial engineer as appropriate.
    - d. Length of employee's continuous service as a full-time employee. This criterion will be used only when two (2) or more employees are tied in points.

- e. In the case of retired employees who have been rehired, length of service as a former full-time employee will be considered when filling benefited part-time positions. Failure to award such a position to a retired employee, however, shall not be subject to the grievance procedure.
4. All vacant positions will be filled as soon as possible but no later than within thirty (30) days of the time that the vacancies occur. The union will not reasonably deny a request for a time extension. Notification of all vacancies will be sent to the Union. The District shall forward a list of all employees who are promoted or transferred to all work sites and the Union.
5. Trial Period After Promotion: An employee who is promoted will complete a seventy-five (75) on-site working day trial period. Prior to the expiration of this trial period, either the employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position at his/her former pay rate, classification, and shift. Before the employer declares the trial period unsatisfactory, the employee shall be provided with a written explanation of the reason(s) for that declaration. Disputes concerning a departure by the District from this procedural requirement shall be the only subject grievable under the provisions of Article XVII.
6. When a need arises for an individual to perform additional duties on a “temporary basis” following notification to the Local 609 Business Manager, the Director of Facilities Operations will select a qualified bargaining unit member to perform the temporary duties and responsibilities.
  - a. If a qualified bargaining unit member is selected to perform the temporary assignment, and if the temporary assignment is paid at a higher level than the selected bargaining unit member’s current salary, the selected bargaining unit member will be compensated with a temporary upgrade for the duration of the temporary assignment in accordance with Article XII, Section A.5 of the CBA.
  - b. If it is determined that there are no qualified bargaining unit members that can fill a temporary need, the District will fill the temporary position with a qualified non-union individual. If the Local 609 Business Manager and the Director of Facilities disagree on qualifications, the Assistant Superintendent of Facilities would settle the disagreement.
7. In the Grounds Department, following an opening, all Leads, Gardeners, Sports Complex Groundskeepers, and Assistant Sports Complex Groundskeepers shall be given the opportunity to choose the areas in which they are to be assigned by seniority. Leads by classification seniority and all others by unit entry date. Once Leads have chosen, the most senior gardener will be asked to select and so on, until all areas are filled. This process may be handled in person or by written means but the sequence shall be followed. They may not displace another employee.
8. Mechanical Coordinator Positions
  - a. Whenever possible Stationary Engineer (J classification) positions will be filled from within the bargaining unit. These are considered asterisk (\*)

positions and also require enrollment in the Stationary Engineer Apprenticeship program.

1. Once the Stationary Engineer has achieved journeyman status as recognized by the Stationary Engineer Apprenticeship Program, and has a passing evaluation she/he will be moved to a Mechanical Coordinator I (K Classification).
9. Other Non-Bid Positions
- a. Positions noted on the Salary Schedule (Appendix A, B and C) by asterisks (\*) are not part of the normal bid process. The Union and all bargaining units members will be notified (via email) of the vacancies and given an opportunity to apply. Whenever possible these positions will be filled from within the bargaining unit.
  - b. The District will provide up to three days of in-service training to prepare Support Service employees for the fire extinguisher license exam, and pay exam fees. Employees that fail the exam twice will be reassigned to their former position without loss of seniority or increment where applicable. Employees must obtain the required license within the 75-day trial period after promotion and take the exam promptly when relicensing is due.

#### SECTION B: Seniority Listing

1. 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:
  - a. Listed by job classification and job title;
  - b. Updated as of June and December of each year; and,
  - c. Shall include and be sorted by:
    1. Starting date in current job title;
    2. Starting date in current job classification;
    3. Starting date in District service;
    4. Employee's name;
  - d. Starting dates will be adjusted for interrupted service.
2. The District will supply the Union with all revisions of this listing.

### **ARTICLE XIV: SHIFTS AND HOURS**

#### SECTION A: Work Shifts

1. The normal work shift for full-time employees shall cover an eight and one-half (8 ½) hour period which shall include a thirty (30) minute unpaid lunch period. The District may schedule and utilize shifts of up to eight (8) hours or less for hourly part-time employees.
  - a. Employees with split assignments will be allowed sufficient time for travel between sites. If the employee believes the travel time is insufficient, he or

she may request that the area supervisor review and adjust the allocated travel time.

2. Work shifts shall be designated as first, second, or third work shift according to the following scheduled starting times:
  - a. First shift between 5:00 a.m. and 9:59 a.m.
  - b. Second shift between 10:00 a.m. and 5:59 p.m.
  - c. Third shift between 6:00 p.m. and 4:49 a.m.
3. Part-time positions have been established and are necessary because calculated work schedules do not result in even multiples of eight (8) hours. The District will not create part-time positions by sub-dividing the full-time positions at any given location, or create assigned positions of between six (6) and eight (8) hours for hourly part-time employees.
4. Alternative work schedules (where feasible) may be agreed to between employees and the Departmental Manager as long as not inconsistent with Federal Fair Labor Standards Act provisions. Such arrangements shall be agreed to in writing with the Union.

#### SECTION B: Duty-Free Periods

1. Duty-free Lunch Period
  - a. A duty-free lunch period shall be provided, on the premises, for all custodial engineer personnel who work five (5) hours per day or more. In buildings where the attendance requirements of City Ordinance require that the custodial engineer cannot have an uninterrupted thirty (30) minute duty-free lunch, the work shift will be an eight (8) hour period that includes a thirty (30) minute paid lunch.
  - b. In other buildings, any interruptions of the lunch period shall be reported on the regular time report and compensation shall be made at the rate of one and one-half (1 ½) times the regular rate.
  - c. An employee shall notify his/her immediate supervisor, or the school office, when he/she leaves and when he/she returns to the premises during the duty-free one-half (½) hour lunch.
2. Rest Periods
  - a. Employees who work four (4) to six (6) hours are entitled to one (1) period of fifteen (15) minutes as part of the regular paid work day.
  - b. Employees working in excess of six (6) hours are entitled to one (1) such period in the first half of the work day and one (1) such period in the second half of the work day.
  - c. Where practicable, relief periods should be taken at regularly scheduled times.

## **ARTICLE XV: BUILDING RECLASSIFICATION AND STAFF ADJUSTMENTS**

### **SECTION A: Building Reclassification**

1. If a building is reclassified to a higher group classification:
  - a. The custodial employees may be transferred to another school.
  - b. The promotion necessitated by the reclassification of the building will be accomplished in accordance with the provisions of Article XIII of this Agreement.
2. The reclassification of the building to a lower group may necessitate the transfer of the custodial employees to another building. An employee whose building is reclassified to a lower group will retain his/her present salary for two (2) years.

### **SECTION B: Staff Adjustments**

1. In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated.
2. When a school building or department (including gardeners) is closed or reorganized, or a program is ended, the District will make every effort to transfer employees displaced by such action(s) to comparable positions.
3. The parties to this Agreement will convene no later than June 1 of each year to explore and try to reach agreement on alternatives to layoff.
  - a. This process shall include, but is not limited to, specific procedures calling for reassignment, promotions, demotion, transfer, retirement, work sharing, free time, other overhead reductions or other methods directed towards the employees either directly or indirectly affected.
  - b. If no alternatives are agreed to by July 30 of each year, the layoff and bumping procedure will be implemented as described in items 1, above, and 4, below.
  - c. The District does not grant voluntary days off without pay except in unusual circumstances.
4. Should staff adjustment become necessary, the following criteria will be used to determine the employees to be affected:
  - a. Selection of employees for layoff and recall shall take into account affirmative action policies relating to ethnic groups to the extent consistent with State and Federal law.
  - b. Seniority within job title will govern for all gardener job titles. Bumping will begin with the highest affected job title and continue through the lowest job title to the least senior employee who is subject to layoff if there are no alternatives found in item 2 above.
  - c. Seniority within job title will govern for all custodial job titles. Bumping will begin with highest affected job classification and continue through the G classification to the least senior employee who is subject to layoff if there are not alternatives found in item 2 above; as follows:

1. The layoff and recall of part-time employees who have worked for the District fewer than six (6) consecutive working months in positions represented by the Union, shall be at the discretion of the District; provided that, all such employees shall be laid off prior to the implementation of c-2) below; and, provided further, that such employees shall not be recalled prior to the implementation of c-2 below.
  2. The layoff and recall of part-time employees who have worked for the District six (6) consecutive months or more, in positions represented by the Union, shall be accomplished in seniority order (i.e., least senior - first laid off); provided that, all such employees shall be laid off prior to the implementation of c-3 below; and, provided further, that such employees shall be recalled prior to the implementation of c-1 above. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of his/her current address.
  3. The layoff and recall of full-time employees in the G classification who have worked for the District fewer than six (6) consecutive working months in positions represented by the Union, shall be at the discretion of the District; provided that, all such employees shall be laid off prior to the implementation of c-4 below; and, provided further, that such employee shall not be recalled prior to the implementation of c-4 below.
  4. Seniority within job title will govern the layoff and recall of full-time employees in the G classification who have worked for the District at least six (6) consecutive working months in positions represented by the Union. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of his/her current address.
  5. It is recognized that asterisks (\*) employees paid at \* (higher) levels do not accrue seniority at the higher level. However, any employee moved to an asterisks (\*) position will continue to accrue seniority in their former classification while serving in an asterisks (\*) position.
  6. It is recognized that Custodial Services and Grounds Supervisors shall be eligible to return to 609-A bargaining unit positions comparable to bargaining unit positions held prior to becoming Supervisors, based on their seniority within the appropriate job titles. Supervisors shall not accrue bargaining unit seniority for time spent as a Facilities' Area Supervisor.
- D. Seniority within job title (at or above will govern for all Mechanical Coordinator/Stationary Engineer, as well as, Sport Complex job titles. Bumping will begin with highest affected job classification and continue through the J Classification to the least senior employee who is subject to



layoff if there are not alternative found as described in Article XV.B. For example, a Mechanical Coordinator II (L classification may bump a Mechanical Coordinator I (K classification without having served time as a Mechanical Coordinator I (at or above). Once bumping has been completed within the Mechanical Coordinator/Stationary Engineer job titles any affected employee may bump in Custodial or Grounds job title taking into account any seniority they have accrued in those job titles. The employee in the example above could only bump into a Custodial Engineer (K Classification) if they had prior seniority in that job title.

## **ARTICLE XVI: LEAVES**

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

1. 76 Leave days earned/granted shall be in proportion to the employee's assigned work hours.
2. The District does not grant short term 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 H, I and J 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 J of this article will not be granted for employees whose performance has been evaluated unsatisfactory and/or placed on probation 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 or major fraction thereof to be used as set forth in 3 below.
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 (5<sup>th</sup>) consecutive day of absence on Sick 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 Section C.10, of this Article. 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 student calendar breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees are to contact the Facility Supervisor to verify their status no less than weekly 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 C.1, below.
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

1. An employee who is 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, will be granted for up to a maximum of one (1) year, pending medical certification. Accumulated Sick Leave will be used prior to an employee being granted leave without pay. Annual/Emergency Leave may be used unless a request is made in writing to retain accumulated Annual/Emergency Leave.
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 the employees department 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 (Sick Leave), Child Care Leave is available without pay, to both male and female employees
2. Child Care Leave is available to parents or guardians of natural and/or adopted children.
3. Child Care Leave 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.
4. 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.
  - a. An employee requesting to return to duty will be placed in a similar position within the District.
  - b. The employee who requests to return to duty will be placed as soon as an appropriate assignment is available.
  - c. Increment credit shall not be granted for the period of time during Child Care Leave.
  - d. 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. Such requests must be pre-approved by the employee's manager or director.
3. For the purpose of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, uncle, aunt, 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 employee's manager or director 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 Annual Leave, per year, for that purpose; provided that prior to utilizing Annual Leave for the purposes of religious observance, the employee, in writing to his/her supervisor, 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 Annual Leave is utilized for the purpose of religious observance, in accordance with the provisions of 1 above, the affected employees may request a maximum of two (2) additional Annual Leave days per year from his/her area supervisor. The two (2) additional days will be deducted from the employee's 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 a direct result of the employee performing his/her duty, shall be compensated without loss of Sick Leave.
3. 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 Worker's Compensation Claim with the assistance of the appropriate District office; and,
  - 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 regular assigned position at the time of such injury on duty, 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 twenty (120) working 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 the 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/Emergency Leave

1. All employees who are entitled to annual leave time will receive an updated balance of the amount of earned Annual Leave on the warrant stub each month.
  - a. No Annual/Emergency Leave can be taken before earned.
  - b. Maximum accumulation is limited to 240 hours. In order to comply with District policy, existing employees must eliminate accumulated leave in excess of 240 hours by September 1, of each year. Such employees will be required to submit a plan for approval by their supervisor for eliminating excess leave by this deadline. Any unused leave in excess of 240 hours on August 31, of each year will be reclaimed by the District.
  - c. In order to comply with State law, the District will pay employees for up to 240 hours of annual leave at the time of retirement. However annual leave time accumulated in excess of 240 hours may be taken as vacation before retirement.
2. 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, be counted toward determining the number of days, in proportion to his/her regularly assigned hours, per year of Annual Leave.
3. Custodial Engineers will be required to compile an annual leave schedule for their building which will provide staffing for the building during the summer months, proper consideration for the summer and school vacation cleaning programs, and conform as closely as possible to the annual leaves desired by the employees.
  - a. It must be emphasized that the school program is of prime importance.
  - b. It may not be possible to grant all employees the annual leave period they would prefer.
  - c. Annual Leaves may be split providing that they will fit in with the cleaning and school programs.
4. Annual Leave Periods:
  - a. Absent extenuating circumstances, employees may take Annual Leave at any time during the year provided that each employee notifies the appropriate department, in writing, thirty (30) days in advance of the leave. Priority consideration will be given to employees who did not use school year Annual Leave the previous year.
    1. Employees who apply for Annual Leave may be granted leave at the discretion of the manager of the appropriate department.
    2. Only one (1) employee at a time will be granted Annual Leave from a particular work site (not including any employee using Annual Leave as part of a Long-term Health Leave per this Article).



3. A maximum of two (2) days Annual/Emergency Leave, per year may be used on a personal emergency being under the following conditions;
  - a. The problem must have been suddenly precipitated and must be of such a nature that pre-planning is not possible or that pre-planning could not relieve the necessity for the employee's absence.
  - b. The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
  - c. The employee must notify the appropriate supervisor prior to initiating the leave, and provide a written request stating the reason for the leave. Approval will be granted only for those situations which conform to the requirements of 3-a and 3-b above.
  - d. Annual Leave will not be granted during time periods when custodial staffing is required to protect District property or assure safe school operating conditions. (e.g., snow and ice conditions, power failures, windstorms, flooding, etc.)
4. Annual Leave is provided for full-time employees with the expectation of completing the year of service.
5. Earned unused Annual Leave shall, upon request, be payable to eligible part-time employees upon termination. An employee will be allowed vacation pay only for the amount accrued to that date.
6. The number of Annual Leave days available for employees is computed by using the entry or anniversary date of employment to determine years of experience.
  - a. Entry date is defined as the first day in District service.
  - b. For all employees under this Agreement who were working prior to July 1, 1969, and whose anniversary date was between July 1 and December 31 of any year, their anniversary date shall be July 1 for the purpose of calculating Annual Leave.
7. Annual Leave Schedules listed below are effective beginning September 1, 2018. 2017-18 accrual rates are set forth in MOU on page

- a. Annual Leave for Custodial employees G through J classification, Apprentice Stationary Engineer, job titles on Appendix C other than Certified Lead Gardeners and Lead Sports Complex Groundskeeper. shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE EFFECTIVE 9/1/2018</b>		
Years of Service	Days per month	Working days per year
0 through 4	1.250	15
5 through 11	1.666	20
12 through 13	1.750	21
14 through 15	1.833	22
16 through 17	1.916	23
18 through 19	2.000	24
20 through 21	2.083	25
22 through 23	2.166	26
24 through 25	2.250	27
26 through 27	2.333	28
28 through 29	2.416	29
30 and over	2.500	30

- b. Annual leave for Custodial employees K through M classification, Certified Lead Gardeners, Lead Sports Complex Groundskeeper, and job titles on Appendix B other than Apprentice Stationary Engineer shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE EFFECTIVE 9/1/2018</b>		
Years of Service	Days per month	Working days per year
0 through 4	1.666	20
5 through 6	2.083	25
7 through 8	2.166	26
9 through 10	2.250	27
11 through 12	2.333	28
13 through 14	2.416	29
15 and over	2.500	30

- c. Beginning with four (4) years and one (1) month of service, the monthly accrued will change to arrive at earned Annual Leave at the fifth (5<sup>th</sup>) anniversary. Similar changes in the monthly accumulations of days are made as eligibility changes according to the vacation schedules shown above.



8. A five hundred thirty-six dollars thirty-three cent (\$536.33) incentive will be paid to full-time employees who do not use annual leave during a peak period month. The incentive will be paid in the next appropriate pay period. Each year thereafter the allowance will be increased by the state designated inflationary adjustment that year. Peak period months vary for employee groups. The incentive months for each group are as follows:

Custodians: August

Grounds: May

Other Environmental Service employees: October

Management will work with the Union to address any employees affected by a “use or lose” or long-term leave situation.

4. Annual Leave Cashout:

Eligible employees may cash out a maximum of six (6) annual leave days each year. The employee must have taken at least ten (10) days’ vacation during that year. No employee may cash out more than a total of 240 hours of annual leave at the time of retirement. Those employees who wish to cash out vacation days shall fill out the appropriate form supplied by the Payroll Department and submit it no later than the date specified on said form each year.

#### SECTION J: Jury Duty

1. There may be some occasions when both the 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 school principal and the Custodial Services and Grounds Section 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. When an employee is subpoenaed on the District’s behalf as a witness in a court proceeding, during non-working hours, the employees shall be compensated at the appropriate hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.
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. For appearances in which the employee’s appearance is adversarial to District interests, leave shall be without pay.

#### SECTION K: 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 the next 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 for non-health reasons 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.
8. 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.
9. Long term leave without pay will not be granted to any employee whose performance has been evaluated as unsatisfactory, placed on a plan of improvement, placed on probation, or who is currently subject to disciplinary action.
10. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make written request for an extension.

#### SECTION L: Military Leave and Service Credit

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.

## SECTION M: Leave Sharing

The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.

## **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) employee 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 meetings which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the guidelines specified in the application of Administrative Leave Guidelines contained in the memorandum of understanding between the District to the Union shall be adhered to (pg 72).
- 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 each step 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 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.

## **ARTICLE XIX: JOB DESCRIPTION**

- A. In the event the District plans to materially (substantially) change a job description, or creates a new job description which includes work duties traditionally performed by bargaining unit members, it shall contact the Union. The District shall supply the Union with a copy of the proposed changes or new job description. Prior to adopting any changes, it shall allow the Union fifteen (15) work days to respond. The Union may respond either orally or in writing. If material (substantive) changes are made to a job description, or a new job description created which includes work duties traditionally performed by bargaining unit members, the Union may request to bargain with the District over salary for that particular job. The salary and job classification placement will be negotiated using the following job factors: skill, responsibility, working conditions, and effort to perform the job as required by the new job description.
- B. The District and the Union jointly recognize the safety hazards inherent in operating boilers. Both parties have agreed that local, state and federal safety codes are to be followed and that exceeding the minimum standards and safety requirements is in the best interest of the public. Instances where this is applicable would be as follows: On school days or when school is in session or as required by a Building Use Permit a properly licensed custodian will be on the premises whenever that buildings boiler is in operation. When other safety and/or operational concerns arise, parties will meet to resolve the concerns. Except when constant attendance is required by city code or by mutual agreement of the parties boilers will remain in operation during a CE's absence while on a duty free lunch period.

It is the responsibility of each Custodial Engineer and or Licensed Assistant, Mobile AA, Head Assistant Custodian, to test the operation of the boiler and its control and safety devices periodically on a routine basis in accordance with nationally recognized standards and/or boiler and control manufacturer's written recommendations, maintain and operate the equipment in a safe manner and according to nationally recognized standards such as those recommended by the America Society of Mechanical Engineers for boilers. The building Custodial Engineer will have primary responsibility for operation and logging of boilers and chillers.

## **ARTICLE XX: TIME ALLOCATION STANDARDS**

- A. It is recognized that Time Allocation Standards have been established for the assignment of specific tasks. Within those standards, individual school sites may modify cleaning schedules to reflect individual site needs.
- B. When Time Allocations standards (i.e., minutes per specific task), for the assignment of tasks to individual employees are to be changed, studied, or new ones established, National ISSA standards will be utilized as a benchmark.
- C. Union representatives will be given a good faith opportunity to meet and give input to the process used to modify, change, or establish standards and will then meet with the District representatives to make recommendations. Prior to the establishment of new District Time Allocation Standards, the District will provide a copy of the plan to the Union. The frequency of work to be done shall be determined solely by the District.
- D. It is understood that District resources will not be used to maintain non-District equipment.



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

### **SECTION A: Performance Evaluation**

1. Newly hired employees and/or employees who have been rehired shall complete a six (6) month probationary period.
  - a. During the probationary period, each employee shall be evaluated two (2) times. Unless there is egregious behavior on the part of the probationary employee, the first evaluation shall be conducted no later than sixty (60) calendar days after the hire date.
  - b. Upon successful completion of the probationary period, the employee will be placed on a 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 employee's 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. Employees who are performing in such a manner that their evaluation rating may be categorically lower than their immediately preceding evaluation in job title, except in the case of a serious violation of a departmental direction or when events occur that require significant disciplinary action, shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating in job title.
3. Regular employees shall be evaluated annually in February. All annual evaluations will be reviewed with the Area Supervisor or Manager prior to issuance. Employees will be provided a signed copy of their annual evaluations. Unsigned copies will be deemed invalid.
4. For employees assigned to "Split" Assignments, both CE's shall be given the opportunity to give input to appraisals.
5. By April 20 of each year the District will provide the Union with a spreadsheet of all bargaining unit members' evaluation scores.
6. If an employee cannot be evaluated due to long term absence the District will confer with the Union prior to "rolling over" the prior year's evaluation score.

### **SECTION B: Corrective Action**

1. The appropriate supervisor or supervisory designee will be primarily 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 identify the employee's specific:
  - a. Actions which necessitated probation;
  - b. Areas in which the employee must improve; and, the disciplinary action which will result if improvement is not made;



- c. Term of probation; and,
  - d. 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: IN-SERVICE TRAINING**

Required in-service classes or District workshops will be offered during the employee's normal work hours. Required in-service class hours may be applied for increments but will not be regularly scheduled.

It is recognized by the District and the Union that some courses/training, or portions of courses/training, may be provided during normal work hours. These activities should be accomplished and supported by the resources available through the apprenticeship program.

## **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 knowledge of the employee. 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 record 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 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 as required under the Public Records Act. Prior to the release of employment records the employee and the union will be notified and be given an opportunity to review the records to be released. For employee safety, 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**

The District shall hold harmless and shall provide 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 of omissions outside those performed as an agent of the District or in connection with an employee's gross negligence, intentional, or wanton misconduct, knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to the District's General Counsel's Office of any such suit, claim, or action brought against said employee.

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

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.

#### **ARTICLE XXVI: SUPPLEMENTAL EMPLOYMENT**

##### **SECTION A: Provisions**

1. Employees from other Local 609 bargaining units who are interested in working in hourly positions as custodians, and/or gardeners during the summer months will receive priority consideration for available openings for Spring break and Summer work. Employees should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1<sup>st</sup> (March 1<sup>st</sup> for the 2013-2014 school year). Those employees who meet the minimum qualifications will receive priority consideration, based upon a mutually agreeable bid process, for available openings for Spring Break and summer work. The District will offer training to ensure that employees can access and use the online application system. The District will provide the Union with a list of interested employees.
  - a. During Spring Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodian positions will be first offered to qualified Local 609 represented school year employees.
  - b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodian positions will be first offered to qualified Local 609 represented school year employees.

2. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position;
  - b. Previous experience in the desired position;
  - c. District seniority (tie-breaker)
3. Staff who work in supplemental positions will be subject to the evaluation process.
4. Upon request, the Union and District will meet and review the Gardener Work Program (GWP) and resulting staffing needs in an effort to provide that the maximum numbers of temporary gardener positions are filled by qualified Local 609 represented school employees.
5. To the extent possible summer grounds employees who request a specific work assignment will be accommodated with summer seniority in grounds as a factor.

#### **ARTICLE XXVII: 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.

#### **ARTICLE XXVIII: DISTRIBUTION OF AGREEMENT**

- A. As soon as possible, copies of these Agreements entitled "Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Union, Local No. 609A" 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 XXIX: 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.

**2017-18 CUSTODIAL SALARY SCHEDULE**

**APPENDIX A**

Effective 9/1/17 Contract Renewal

Grade		G (1)	H (2)	I (3)	I (9)	J (4)	K (5)	L (6)	M (20)
<b>Step 1</b>	Hourly	\$17.80	\$18.09	\$19.76	\$20.12	\$21.11	\$23.01	\$25.07	\$27.28
	Monthly	\$3,085.33	\$3,135.60	\$3,425.07	\$3,487.47	\$3,659.07	\$3,988.40	\$4,345.47	\$4,728.53
	Annual	\$37,024.00	\$37,627.20	\$41,100.80	\$41,849.60	\$43,908.80	\$47,860.80	\$52,145.60	\$56,742.40
<b>Step 2</b>	Hourly	\$18.12	\$18.44	\$20.14	\$20.50	\$21.55	\$23.44	\$25.55	\$27.82
	Monthly	\$3,140.80	\$3,196.27	\$3,490.93	\$3,553.33	\$3,735.33	\$4,062.93	\$4,428.67	\$4,822.13
	Annual	\$37,689.60	\$38,355.20	\$41,891.20	\$42,640.00	\$44,824.00	\$48,755.20	\$53,144.00	\$57,865.60
<b>Step 3</b>	Hourly	\$18.45	\$18.82	\$20.55	\$20.91	\$21.97	\$23.95	\$26.07	\$28.39
	Monthly	\$3,198.00	\$3,262.13	\$3,562.00	\$3,624.40	\$3,808.13	\$4,151.33	\$4,518.80	\$4,920.93
	Annual	\$38,376.00	\$39,145.60	\$42,744.00	\$43,492.80	\$45,697.60	\$49,816.00	\$54,225.60	\$59,051.20
<b>Step 4</b>	Hourly	\$18.82	\$19.20	\$20.98	\$21.34	\$22.42	\$24.43	\$26.59	\$28.97
	Monthly	\$3,262.13	\$3,328.00	\$3,636.53	\$3,698.93	\$3,886.13	\$4,234.53	\$4,608.93	\$5,021.47
	Annual	\$39,145.60	\$39,936.00	\$43,638.40	\$44,387.20	\$46,633.60	\$50,814.40	\$55,307.20	\$60,257.60
<b>Step 5</b>	Hourly	\$19.24	\$19.52	\$21.36	\$21.73	\$22.86	\$24.91	\$27.12	\$29.54
	Monthly	\$3,334.93	\$3,383.47	\$3,702.40	\$3,766.53	\$3,962.40	\$4,317.73	\$4,700.80	\$5,120.27
	Annual	\$40,019.20	\$40,601.60	\$44,428.80	\$45,198.40	\$47,548.80	\$51,812.80	\$56,409.60	\$61,443.20
<b>Step 6</b>	Hourly	\$19.58	\$19.91	\$21.77	\$22.13	\$23.29	\$25.39	\$27.66	\$30.17
	Monthly	\$3,393.87	\$3,451.07	\$3,773.47	\$3,835.87	\$4,036.93	\$4,400.93	\$4,794.40	\$5,229.47
	Annual	\$40,726.40	\$41,412.80	\$45,281.60	\$46,030.40	\$48,443.20	\$52,811.20	\$57,532.80	\$62,753.60
<b>Step 7</b>	Hourly	\$19.96	\$20.32	\$22.21	\$22.57	\$23.79	\$25.89	\$28.23	\$30.76
	Monthly	\$3,459.73	\$3,522.13	\$3,849.73	\$3,912.13	\$4,123.60	\$4,487.60	\$4,893.20	\$5,331.73
	Annual	\$41,516.80	\$42,265.60	\$46,196.80	\$46,945.60	\$49,483.20	\$53,851.20	\$58,718.40	\$63,980.80
	job code	15009142	15009133	15009132	15009131	15009103	15009102	15009101	15009101

License Required	None	4th	4th	3rd	3rd	3rd	3rd/2nd	3rd/2nd
	Asst Cust G All Bldgs	Lic Asst H - G3, G4 Bldgs	Lic Asst I - G2 Bldgs	Mobile AA	Hd Asst Cust - G1 Bldgs	Cust Eng K - G2, G3, G4	Cust Eng L - G1, G2 Bldgs	Cust Eng L - G1 Bldgs
			*Support Service Technician		Cust Eng K G3, G4 Bldgs	*Support Service Lead	*Facilities Ops Specialist	
		*Building Caretaker				*Self Help Ops Specialist	*Inspection Liaison	

Apprentice Custodian without a License

Step 1  
\$17.80

Step 2  
\$18.12

Step 3  
\$18.45

Step 4  
\$18.82

**2017-18 CUSTODIAL SALARY SCHEDULE** (Continued)

**APPENDIX A**  
Page 2

<u>Notes:</u>	<u>Premium:</u>
1. Second shift per hour additional compensation:	0.28
2. An unlicensed employee who provides proof of acquiring a City of Seattle 4th Grade Boiler Operator's License or a City of Seattle Refrigeration License shall receive one (1) additional pay increment effective as of the month following notification of such acquisition. In no event shall the compensation exceed the top step of the Grade 1 classification.	
3. Mobile AA additional compensation:	0.36
4. Mileage. Employees who are required to work at more than one location will be compensated at the maximum IRS rate. Employees will not be required to haul materials or equipment in their own vehicles.	
5. When/if a (*) position is eliminated and later reinstated the employee who was assigned to the (*) position at the time the (*) position was eliminated shall have recall rights to the (*) position for a period of 15 months from the date the (*) position was eliminated.	
6. Employees who are required to apply chemicals and possess a license to apply chemicals shall receive additional hourly compensation of:	0.75
7. If an apprentice does not complete the required number of training class hours in a timely manner, he/she will be terminated from employment.	
8. Employees who have worked and continue to work as an Assistant Custodian Grade for SPS for twenty-five (25) or more years shall receive additional per hour compensation of:	0.28
9. Apprentices are eligible to advance in Grade, but are not eligible to advance on the incremental steps of the Salary Schedule until they have completed the hourly training requirements of the Apprenticeship Program. If permitted to drop out of the program, former apprentices may thereafter advance on the incremental steps but must remain in the G classification.	
10. Employees must provide a copy of their license and/or certification by October 15 of each year. If an employee receives pay for a license or certification that has expired the employee will be required to pay, in full, the entire overpayment.	
11. Employees that hold a valid refrigeration license and are Mobile AA-I, or required to have the license based on their assigned facility, or are assigned to a facility that utilizes expansion type refrigeration equipment with a cumulative refrigeration effect of 50 tons or more will receive additional compensation of:	0.71
* Asterisk'd positions are not subject to the normal bid process. See collective bargaining agreement. Effective 9/1/17 Contract Renewal 3.0% increase + 2.0% (G1) + .5% (I3 and I9)	

**MECHANICAL COORDINATOR SALARY SCHEDULE**

**APPENDIX B**

Effective 9/1/17 with 3.0% increase

Grade		Stationery Apprentice	MC-K (5)	MC-L (6)	MC-M	MC-M (1)	MC-N
		14	26	17	18	18F	18G
<b>Step 1</b>	Hourly	\$23.44	\$32.13	\$34.39	\$43.08	\$37.45	\$44.93
	Monthly	\$4,063.72	\$5,569.49	\$5,961.76	\$7,467.53	\$6,491.01	\$7,788.29
	Annual	\$48,764.69	\$66,833.86	\$71,541.16	\$89,610.32	\$77,892.17	\$93,459.52
<b>Step 2</b>	Hourly	\$24.61	\$32.60	\$34.93	\$43.77	\$38.52	\$46.29
	Monthly	\$4,265.99	\$5,651.21	\$6,053.70	\$7,586.03	\$6,677.34	\$8,023.25
	Annual	\$51,191.89	\$67,814.54	\$72,644.43	\$91,032.32	\$80,128.09	\$96,279.00
<b>Step 3</b>	Hourly	\$25.84	\$33.17	\$35.50	\$44.48	\$39.60	\$47.68
	Monthly	\$4,478.47	\$5,749.28	\$6,153.81	\$7,710.66	\$6,863.67	\$8,264.34
	Annual	\$53,741.68	\$68,991.37	\$73,845.77	\$92,527.87	\$82,363.99	\$99,172.03
<b>Step 4</b>	Hourly	\$27.13	\$33.69	\$36.08	\$45.22	\$40.67	\$49.11
	Monthly	\$4,703.21	\$5,839.18	\$6,253.93	\$7,837.33	\$7,049.99	\$8,511.55
	Annual	\$56,438.57	\$70,070.12	\$75,047.11	\$94,047.94	\$84,599.90	\$102,138.61
<b>Step 5</b>	Hourly	\$28.49	\$34.22	\$36.65	\$45.95	\$41.73	\$50.58
	Monthly	\$4,938.17	\$5,931.12	\$6,351.99	\$7,964.00	\$7,233.09	\$8,766.94
	Annual	\$59,258.04	\$71,173.40	\$76,223.94	\$95,568.00	\$86,797.04	\$105,203.26
<b>Step 6</b>	Hourly	\$29.93	\$34.75	\$37.25	\$46.74	\$42.79	\$52.10
	Monthly	\$5,187.43	\$6,023.06	\$6,456.19	\$8,100.89	\$7,416.18	\$9,029.95
	Annual	\$62,249.14	\$72,276.67	\$77,474.32	\$97,210.65	\$88,994.16	\$108,359.35
<b>Step 7</b>	Hourly	\$31.41	\$35.30	\$37.87	\$47.48	\$43.84	\$53.66
	Monthly	\$5,444.86	\$6,119.08	\$6,564.48	\$8,229.60	\$7,599.27	\$9,300.84
	Annual	\$65,338.31	\$73,428.98	\$78,773.73	\$98,755.24	\$91,191.29	\$111,610.13
<b>Step 8</b>	Hourly	\$32.98					
	Monthly	\$5,716.59					
	Annual	\$68,599.09					

	Stationery Apprentice	MC-K (5)	MC-L (6)	MC-M	MC-M (1)	MC-N	
<b>Required Licenses:</b>		3rd Steam Engineer	3rd or 2nd Steam Engineer	3rd or 2nd Steam Engineer		3rd or 2nd Steam Engineer	
		Journey Refrig Mechanic	Journey Refrig Mechanic	Journey Refrig Mechanic		Journey Refrig Mechanic/Op	
		CFC License	CFC License	CFC License		CFC License	
		*Stationary Engineer Apprentice	*Mech Coord I	*Mech Coord. II	*Mech Coord Lead	*Recourse Conservation Specialist	*Capital M+E Coord
					*RCx Mech Coord		*Chief Boiler Eng #



## MECHANICAL COORDINATOR SALARY SCHEDULE

## APPENDIX B

Effective 9/1/17 with 3.0% increase

Page 2

### Notes:

1. Resource Conservation Specialists that acquire a position appropriate license or certification will receive additional hourly compensation of: \$1.18
2. When/if a (\*) position is eliminated and later reinstated the employee who was assigned to the (\*) position at the time the (\*) position was eliminated shall have recall rights to the (\*) position for a period of fifteen (15) months from the date the (\*) position was eliminated.
3. If an apprentice does not complete the required number of training class hours in a timely manner he/she will be terminated from employment.
4. Apprentices are eligible to advance in Grade, but are not eligible to advance on the incremental steps of the Salary Schedule until they have completed the hourly training requirements of the Apprenticeship Program.
5. Employees must provide a copy of their license and/or certification by October 15 of each year. If an employee receives pay for a license or certification that has expired the employee will be required to pay, in full, the entire overpayment.

#Chief Boiler Engineer's position requires a 3rd Grade Boiler Supervisor License, as well as a Refrigeration Operator's License or better.

\*Asterisk positions are not subject to the normal bid process. See collective bargaining agreement.

2017-18 GARDEN/GROUNDS SALARY SCHEDULE

APPENDIX C

Effective 9/1/17

<b>JOB TITLE</b>		Gardener	Senior Gardener	Landscape Lead	*Equipment Operator	*Assistant Sports Complex Groundskeeper	*Sports Complex Groundskeeper	*Lead Sports Complex Groundskeeper
<b>STEP 1</b>	Hourly	\$20.92	\$22.33	\$24.09	\$24.40	\$21.99	\$23.92	\$26.96
	Monthly	\$3,626.13	\$3,870.53	\$4,175.60	\$4,229.33	\$3,811.60	\$4,146.13	\$4,673.07
	Annual	\$43,513.60	\$46,446.40	\$50,107.20	\$50,752.00	\$45,739.20	\$49,753.60	\$56,076.80
<b>STEP 2</b>	Hourly	\$21.32	\$22.80	\$24.58	\$24.89	\$22.44	\$24.40	\$27.48
	Monthly	\$3,695.47	\$3,952.00	\$4,260.53	\$4,314.27	\$3,889.60	\$4,229.33	\$4,763.20
	Annual	\$44,345.60	\$47,424.00	\$51,126.40	\$51,771.20	\$46,675.20	\$50,752.00	\$57,158.40
<b>STEP 3</b>	Hourly	\$21.74	\$23.21	\$25.07	\$25.38	\$22.85	\$24.87	\$28.03
	Monthly	\$3,768.27	\$4,023.07	\$4,345.47	\$4,399.20	\$3,960.67	\$4,310.80	\$4,858.53
	Annual	\$45,219.20	\$48,276.80	\$52,145.60	\$52,790.40	\$47,528.00	\$51,729.60	\$58,302.40
<b>STEP 4</b>	Hourly	\$22.18	\$23.69	\$25.57	\$25.88	\$23.31	\$25.36	\$28.59
	Monthly	\$3,844.53	\$4,106.27	\$4,432.13	\$4,485.87	\$4,040.40	\$4,395.73	\$4,955.60
	Annual	\$46,134.40	\$49,275.20	\$53,185.60	\$53,830.40	\$48,484.80	\$52,748.80	\$59,467.20
<b>STEP 5</b>	Hourly	\$22.62	\$24.16	\$26.28	\$26.59	\$23.76	\$26.06	\$29.16
	Monthly	\$3,920.80	\$4,187.73	\$4,555.20	\$4,608.93	\$4,118.40	\$4,517.07	\$5,054.40
	Annual	\$47,049.60	\$50,252.80	\$54,662.40	\$55,307.20	\$49,420.80	\$54,204.80	\$60,652.80
<b>STEP 6</b>	Hourly	\$23.05	\$24.61	\$26.79	\$27.10	\$24.21	\$26.56	\$29.74
	Monthly	\$3,995.33	\$4,265.73	\$4,643.60	\$4,697.33	\$4,196.40	\$4,603.73	\$5,154.93
	Annual	\$47,944.00	\$51,188.80	\$55,723.20	\$56,368.00	\$50,356.80	\$55,244.80	\$61,859.20
<b>STEP 7</b>	Hourly	\$23.46	\$25.07	\$27.28	\$27.58	\$24.64	\$27.04	\$30.35
	Monthly	\$4,066.40	\$4,345.47	\$4,728.53	\$4,780.53	\$4,270.93	\$4,686.93	\$5,260.67
	Annual	\$48,796.80	\$52,145.60	\$56,742.40	\$57,366.40	\$51,251.20	\$56,243.20	\$63,128.00
<b>Job Code</b>		15009076	15009076	15009076	15009076	15009076	15009076	15023283

**2017-18 GARDEN/GROUNDS SALARY SCHEDULE**  
**Effective 9/1/17**

**APPENDIX C**  
**Page 2**

Notes:

1. The maximum length of service as an hourly Gardener is six months. Hourly Gardeners will be paid at the hourly rate of: \$20.92
2. Mileage: Gardeners who are required to work at more than one (1) location will be compensated at the maximum allowable IRS rate plus \$2.00 day for the employee who drives his/her own vehicle. Employees will not be required to haul materials or equipment in their own vehicle.
3. Gardeners who substitute in a Landscape Lead or Sports Complex Groundskeeper position shall receive fifty cents (\$.50) per hour additional compensation when such substitution exceeds three (3) working days. The compensation shall be retroactive to the initial three days.
4. Gardener employees who complete five (5) years Seattle School District service as a Gardener will be designated Senior and paid in accordance with the Senior Gardener job title. Initial placement on the Senior Gardener/Lead position salary range shall be at the nearest dollar step, provided that no such employee receives less salary dollars than earned prior to conversion to the new job title.
5. Employees who acquire professional certification are eligible for additional salary increments in accordance with Article XII Section A.3.e
6. Sports Complex Groundskeeper positions, Equipment Operator and Grounds General Foreman job titles are not part of the promotional chain. \*
7. Employees possessing a certificate as an arborist (maximum one certified Arborist per work area), master gardener, or a certified landscaper (one per employee) will be paid additional compensation at the rate of: \$ 1.18
8. Staff on this schedule who have a pesticide license shall receive additional hourly compensation of: \$ 0.83
9. Employees classified as Gardener with a Pesticide License must follow the integrated pest management (IPM) renewal process.
10. Employees must provide a copy of their license and/or certification by October 15 of each year. If an employee receives pay for a license or certification that has expired, the employee will be required to pay, in full, the entire overpayment.

2017-18 Salary Schedule effective 9/1/17 with a 3.0% negotiated increase and additional 2% for Gardeners.



**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**

### **AGREEMENT REGARDING JOURNEYMAN UPGRADING APPRENTICE AND TRAINEE TRAINING PROGRAM**

**2013-2018**

- A. It is jointly desirous by the District and the Union to upgrade the skills of Journeyman Facilities Custodial Services Technicians, Stationary Engineers, and Grounds Maintenance Specialists, and to train and develop Facilities Custodial Services Technicians and Stationary Engineer Apprentices and Trainees.

To that end the parties agree to maintain the established protocols and procedures for funding the journeyman upgrade and apprenticeship program.

The parties agree that these protocols will include, among other things, the creation of a training program to be funded by dedicated contributions from the District of twenty dollars and forty cents (\$20.40) per month per bargaining unit member covered by this agreement for the life of this agreement with rate increase only by mutual agreement to ensure sufficient available funds, and that both parties will have equal representation on the "Training Committee". The Training Committee will be made up of the same individuals that serve on the Joint Apprenticeship Training Committee. This committee will determine and implement practices and procedures for continued participation in Journeyman upgrade and Apprentice training.

Within 6 months of ratification of this agreement the parties will submit a request for modification to the current Facilities Custodial Engineer Apprenticeship program to the Washington State Apprenticeship and Training Council. These modifications are to ensure employees are properly equipped to assume the duties and responsibilities of Custodial Engineer.

Related supplemental instruction and on the job training will include:

Leadership

Customer Service

Conflict Resolution

Handling Building Emergencies

Preventative Maintenance/General Maintenance

HVAC/Boiler/Refrigeration Operations and Troubleshooting

Water Treatment

Industrial Plant Maintenance

Computer Skills

FS/Maintenance Direct

Key policy and key logging techniques

Board and Departmental policies and procedures

Effective on ratification of the agreement the current apprenticeship program will be closed to new enrollees. Employees currently enrolled in the apprenticeship program shall be given an opportunity to complete the program as dictated by the state Apprenticeship and Training Council. Apprentices accepted under the revised standards will be placed between steps 1 and 4 of the J (4) classification on the Custodial salary schedule. Upon completion of the program they will be placed no lower than step 5 of the J (4) classification. It is assumed by the parties that there will be fewer apprentices under the new program than there were under the terms of the previous collective bargaining agreement, with exact numbers to be negotiated following ratification of this agreement.

- B. Operating Engineers Local 609 and Seattle Public Schools, assisted by the Apprenticeship Division, Department of Labor and Industries have prepared Facilities Custodial Services Technician, and Stationary Engineer Apprenticeship Standards. These standards have been and/or will be approved by and registered with the Washington State Apprenticeship and Training Council and are a part of the Apprenticeship Agreements registered under the Stationary Engineers Training Trust (Program Sponsor). As required under terms of the program the parties will meet not less than quarterly as part of the required Joint Apprenticeship Training Committee (JATC).
- C. The Washington State Apprenticeship and Training Council and the Department of Labor and Industries and assisting agencies, the Division of Vocational Education and Department of Employment Security, are available to assist in program administration as well as potential program development.
- D. Local 609 agrees to utilize the resources of the Department of Research and Education of the International Union of Operating Engineers, Washington, D.C. which has an established National Joint Apprenticeship and Training Committee for Stationary Engineers and Facilities Custodial Service Technicians. The resources also include access to their curriculum Committee for Stationary Engineers and their “Program of Instruction” to take an apprentice to the level of performance established in the National Apprenticeship Standards and coordinated with each State Apprenticeship and Training Standards.
- E. The District agrees to assist with the creation or adoption of curriculum necessary for a successful Training program.
- F. The parties will cooperate and participate in promulgating the Facilities Custodial Services Technician Apprentice, Stationary Engineer Apprentice as well as journeyman upgrade training for the job titles covered under this collective bargaining agreement by enforcing the participation of bargaining unit employees covered under the terms of the Agreement to fulfill their training obligations.
- G. The parties agree to utilize all training delivery models as necessary and authorized under their Apprenticeship Standards as filed with the Department of Labor and Industries. This includes supervised field trips, approved training seminars as approved by the JATC, state community and technical colleges, private technical/vocational colleges, as well as utilizing JATC approved competent instructor as defined by WAC 296-05-003. The parties further agree to arrange for appropriate and timely instructional opportunities as necessary to meet the needs of the District to have a well-trained and efficient workforce as well as the needs of Local 609 members need to upgrade their skills.

- H. Operating Engineers Local 609-A shall strive to promote the mutual benefits and ultimate advantages of these, and other Apprenticeship programs to its members and to District instructional CTE or other educational programs serving Seattle Public School students.
- I. The employer retains the right to terminate any apprentice at any time during the training program if the trainee voluntarily abandons further training or if the trainee is dropped from the training program by the Joint Apprenticeship Training Committee.



**APPENDIX F**

Implementation of Annual Leave and Holiday Provisions for 2017-18

**ANNUAL/EMERGENCY LEAVE 9/1/2017 TO 9/1/2018**

a. Annual Leave for Custodial employees G through J classification, Apprentice Stationary Engineer, job titles on Appendix C other than Certified Lead Gardeners and Lead Sports Complex Groundskeeper shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE UNTIL 9/1/2018</b>		
0 through 4 years	1.000 days per month or	12 working days per year
5 through 11 years	1.416 days per month, or	17 working days per year
12 through 13 years	1.500 days per month, or	18 working days per year
14 through 15 years	1,583 days per month, or	19 working days per year
16 through 17 years	1.666 days per month, or	20 working days per year
18 through 19 years	1.750 days per month or	21 working days per year
20 through 21 years	1.833 days per month or	22 working days per year
22 through 23 years	1.916 days per month or	23 working days per year
24 through 25 years	2.000 days per month or	24 working days per year
26 through 27 years	2.083 days per month or	25 working days per year
28 through 29 years	2.165 days per month or	26 working days per year
30 and over years	2.250 days per month or	27 working days per year

b. Annual leave for Custodial employees K through M classification, Certified Lead Gardeners, Lead Sports Complex Groundskeeper, and job titles on Appendix B other than Apprentice Stationary Engineer shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE UNTIL 9/1/2018</b>		
0 through 4 years	1.416 days per month or	17 working days per year
5 through 6 years	1.833 days per month, or	22 working days per year
7 through 8 years	1.906 days per month, or	23 working days per year
9 through 10 years	2.000 days per month, or	24 working days per year
11 through 12 years	2.083 days per month, or	25 working days per year
13 through 14 years	2.166 days per month or	26 working days per year
15 and over years	2.250 days per month or	27 working days per year

c. Employees who earn Annual Leave shall be allocated three (3) additional days of Annual Leave per year, provided that:

1. Upon successful completion of the six (6) month probationary period, new employees and/or employees who have been rehired after voluntary leaving employment with the District shall receive three (3) additional days of Annual Leave for the current fiscal year.

**Holidays**

\*Note that during 2017-18 the Day After Christmas was a paid holiday but not July 5. \*

**APPENDIX G**  
**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 (\$0.60) 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 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-A  
(Custodial Engineers and Gardeners)**

**Includes:**

**Implementation of Contract Changes**

**Video Surveillance**

**Non-Retaliation**

**Change of Immigration Status**

**Harassment and Discrimination Investigation Investigations**

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

**Evaluations**

**Administrative Leave Procedure**

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING**  
**IMPLEMENTATION OF CONTRACT CHANGES 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 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.

The parties agree that for the term of this collective bargaining agreement Washington Middle School and Mercer Middle School will be staffed as follows: Custodial Engineer: “K” classification, Night Lead: Head Assistant “J”, Assistant Custodians as required under cleaning standards.

Article XII of this collective bargaining agreement reflects a change in the promotional chain. Prior to ratification of this agreement promotions in the Custodial work group were as follows: Licensed Assistant H, Licensed Assistant I Mobile AA, Licensed Assistant I, Head Assistant. Employees will now move from Licensed Assistant I to Licensed Assistant I Mobile AA. The parties recognize the experience and training employees gain from both of these positions.

During the implementation phase of this contract no employee that has already served time in the Mobile AA position will need to do so again. Current Licensed Assistant I custodians will be grandfathered into the old progression and will promote to Head Assistant or Custodial Engineer J. Current Licensed Assistant Mobile AA will need to promote through Licensed Assistant I before promoting to Head Assistant or Custodial Engineer J.

The parties agree to meet and jointly work through any unforeseen issues or circumstances during the implementation phase.

**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 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 can be used to harass and 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 either 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 Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this Memorandum shall control any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this Memorandum of Understanding.

**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.

\*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**  
**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 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.

1. **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.
2. **Notification to the 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, upon the employee’s request the District will notify the Union and meet to discuss the issue. Whenever possible, this meeting shall take place before any action by the District is taken.
3. **Time Off**  
Upon request, employees shall be released for up to five (5) unpaid working days during the term of the Agreement in order to attend to INS proceedings and any related matters for the employee only. The District may request verification of such leave.
4. **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
5. **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 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. 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.
12. Labor Relations continues to provide oversight and advice in all investigations, regardless of who is assigned to investigate.
13. 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. Frontline managers/supervisors that conduct investigations shall be empowered to resolve the matters at their level.

**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 19<sup>th</sup> day of April 2017.

**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 609**

Seattle Public Schools (SPS) and the International Union of Operating Engineers (the Union) mutually agree to the following:

**Evaluations**

No later than October 1, 2018 and prior to January 1, 2019, the Parties shall each appoint four representatives to a committee to draft evaluation instruments customized to the following job titles:

- Chief Boiler Engineer
- Mechanical Coordinators
- Resource Conservation Specialists
- Stationery Engineer Apprentice

No later than October 1, 2018, the Parties shall each appoint four representatives to a committee to draft evaluation instruments customized to the following job titles:

- Gardeners
- Groundskeepers

Each committee shall use the current Unit A evaluation manual as a guide for the evaluation process and instruments they draft.

Prior to **January 1, 2019** the evaluation committees shall recommend evaluation instruments, including evaluation criteria and rubrics for measuring the criteria, for each title/category of employees to the Parties.

The Parties shall ratify, or amend and ratify the final instruments for inclusion in the Unit A evaluation manual. If mutually agreed, the new instruments shall be used for the 2018-19 evaluation cycle. If the new instruments are not in place for the 2018-19 evaluation cycle, they shall be implemented no later than the 2019-20 evaluation cycle.

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

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

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 agreement 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 disrupts 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.