



**2017-2020 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-B
(Nutrition Services)**

**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. 609-B
(Nutrition Services)**

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IUOE Local 609 Negotiating Team:

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In witness whereof, the parties hereto have executed this Agreement this 9TH, day of MAY 2018

Seattle School District No. 1




Dr. Larry Nyland
Superintendent
Seattle Public Schools




Clover Codd
Assistant Superintendent of Human Resources
Seattle Public Schools

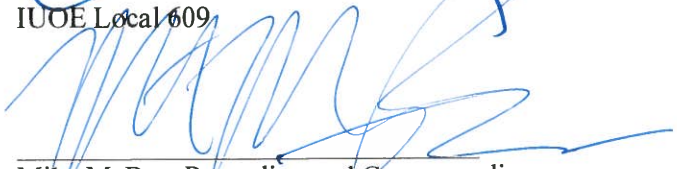
**International Union of Operating Engineers,
Local 609**



Rachel Buck, President
IUOE Local 609



David Westberg, Business Manager
IUOE Local 609



Mike McBee, Recording and Corresponding
Secretary
IUOE Local 609

2017-2020 COLLECTIVE BARGAINING AGREEMENT

Nutrition Services

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AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-B
(Nutrition Services)

ARTICLE I: PARTIES TO THE AGREEMENT

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

ARTICLE II: RECOGNITION

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

ARTICLE III: APPLICATION OF AGREEMENT

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

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

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

ARTICLE IV : AFFIRMATIVE ACTION

- A. It is the policy of the Seattle School 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, or 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 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 nutrition services to support the needs of the schools.
1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Nutrition Services Department (NSD) to provide nutrition services for the needs of students in the schools of the District.

2. **Service Expectations.** The types of services, and the level expected are defined in the NSD Operations Manual 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 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 designee, and the Local 609 bargaining unit employee in charge of Nutrition Services at a site (usually the kitchen manager). This would include communication about needed services or special requests consistent with the scope of service. This communication would include for example, special dietary needs of a student, but would not include changes to the lunch schedule. 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 NSD. 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 Nutrition Services Department and supervised by a chain of command within that Department. The Chain of Command is as established by the NSD and communicated to employees covered by this agreement as well as customer representatives. 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 NSD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the NSD in consultation with the Union. Customer site representatives may provide input to the NSD 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 rights of its employees to become members of the Union and will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of his/her membership in the Union.

ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT

- A. In the employment of new or additional employees who would be represented by the Union, the District shall have the right to employ persons without regard to membership in the Union.
- B. Upon completion of the hiring process, promotion to a position of two and one-half (2-1/2) hours or more, termination, resignation, or retirement, 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 who work two and one-half (2-1/2) hours or more under this Agreement will become members of the Union after thirty-one (31) days of employment and maintain membership as a condition of continued employment unless an RCW 41.56 exception applies.
- D. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW

ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56 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 District will deduct both inactive dues and regular dues on June 1 and July 1 payrolls to cover the summer months.
- E. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will

not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES

- A. The Union shall have the right to post notices of their activities and matters of organization concern on 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, such authorized agents shall check in at the building to be directed into the District facility.
- C. The Business Manager/designee is invited to participate as an observer in regularly scheduled or special meetings.
- D. The Union may designate one (1) employee as a steward for each nine (9) School buildings. The Union will notify the District of the effective appointment date of a steward. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward

ARTICLE X: 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 leaves of any officer or member shall be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to the 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 the leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.
- 3. The Union will be provided a pool of one hundred (100) substitute days per year of the Agreement consisting of fifty (50) days paid for by the District and up to fifty (50) additional days paid for equally by the Union and the District. The pool of days

will be shared by the Operating Engineers Local No. 609-A (Custodial Engineers and Gardeners), No. 609-B (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 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 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 XV Section K.

ARTICLE XII: WAGES AND EMPLOYEE BENEFITS

SECTION A: Wages

1. The 2017-2018 Salary Schedule shall be as shown in Appendix A.
2. During The 2018-19 school year, the base wage rates specified in Appendix A shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates specified in Appendix A shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:
The increase will be in addition the increments called for by XII-A-6, below.
 - a. Prior to effectuating the state-designated increases pursuant to 2 and 3, above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.

- b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
5. The District shall adjust wage rates as required to remain in compliance with the City of Seattle minimum wage ordinance the District agrees to engage in effects bargaining with the Union in this regard.
6. Increment Criteria: increments shall be granted to employees whose job performance was appraised as satisfactory or better during the immediately preceding evaluation cycle, effective the first working day of each school year, provided that:
 - a. The employee was working in a Food Service position prior to February 1st of the immediately preceding school year; and,
 - b. A rating of 26 or less will result in the employee being placed on probation, and no increment advancement shall occur. Prepack Manager shall be 23.
 - c. Employees who are promoted from one Grade to another Grade 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 thirty cents (\$.30) per hour.
 - d. For promotions occurring after February 1st, the employee's September 1st step increase will be used as the base wage when establishing the new rate of pay for the higher classification. No additional adjustment will be made on September 1st.
7. In the event that an individual employee temporarily substitutes in a position with higher classification than his/her regular classification, the employee's salary will be adjusted as follows;
 - a. No adjustment will be made for substitutes working less than one (1) full shift,
 - b. The employee will be paid at the salary increment in the classification they are substituting in and which exceeds his/her regular salary by a minimum of thirty cents (\$ 0.30) retroactive to the first shift.
 - c. If the substitution exceeds six months and the substituting employee receives a passing evaluation while substituting they shall receive an additional increment in the following school year.
 - d. If conditions of c. above are met the substituting employee shall also receive seniority in the higher classification for purposes of promotional grids and if promoted the properly calculated substitution pay rate shall be used to determine their pay rate in the awarded position.

8. Employees who are assigned four (4) or more hours per day may elect to have their pay, based on assigned hours, prorated over the District's fiscal year. Employees who choose this option must do so prior to 09/01 each year, provided that such election shall not be changed during the ensuing fiscal year.
9. Hourly rate increase will be paid after Nutrition Services receives proof of School Nutrition Association (SNA) certification from employee retro-active to date on SNA certificate. Nutrition Services employees, once certified, must provide yearly documentation, which is a copy of the certification card received from SNA. Documentation to be provided, prior to expiration, to the Nutrition Services Personnel Manager.
10. Managers receive "Incentive" pay according to the Salary Schedule (Appendix A). Should the daily meal equivalents served in a school during the Fall (October & November) MPLH rise above 200, 300, or 500 (depending on job classification) the incentive pay would be put in place on January 1st. Should the daily meal equivalents served in a school during the Spring (March & April) MPLH revise rise above 200, 300, or 500 (depending on job classification), the incentive pay would be put into place on September 1st.

Should the daily meal equivalents served in a school fall below 200, 300 or 500 (depending on job classification) following the Fall MPLH review, the incentive pay will be discontinued as of January 1 for the remainder of the school year. However, if a review of the Spring (March & April) MPLH show that a school rose back above the daily meal equivalents of 200, 300 or 500 (depending on job classification), the incentive pay would be reinstated and applied retroactively to January 1st.
11. An incentive pay program will be established for other Nutrition Services employees. This includes employees working at schools in which managers receive incentive pay under Section A.8, above, and employees working at schools where the manager does not receive this incentive pay. In no event, however, shall a manager receive both the incentive pay under Section A.8 and this section.
 - a. Employees will receive additional pay for increasing participation as follows:
 - 1) 1%-1.9% increase in breakfast and lunch participation = \$0.05 hourly wage increase
 - 2) 2%-2.9% increase in breakfast and lunch participation = \$0.10 hourly wage increase
 - 3) 3% and greater increase in breakfast and lunch participation = \$0.15 hourly wage increase
 - b. Incentive pay would be paid as a one-time payment in July of each year, based on yearly average increase in participation.
 - c. All employees who have regular assigned hours of two and one-half hours (2.5 hrs.) or more are eligible for incentive pay.

- d. The current incentive pay program for managers of the programs serving above 200, 300 and 500 meal equivalents would not be changed.

12. 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.

SECTION B: Group Insurance Provisions

1. The District shall make available combined funds from State and local resources to contribute toward premiums of District-approved group insurance programs for all eligible employees. 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.
7. 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.
8. 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: Hours of Work and Work Day

1. Nutrition Service employees are defined as hourly employees under applicable State and Federal laws and shall be paid by the number of hours worked. The normal work day for Elementary Managers in prepack kitchens shall be no less than three and one-half (3.5) hours per day. Managers in elementary in bulk kitchens shall be no less than five (5) hours per day, and secondary school managers shall be no less than seven (7) hours per day. Hours are assigned based on the number of meals served. The above hours shall be considered minimums; however, if the Director feels fewer hours are needed at a given location, the District will work with Local 609 to determine the number of hours to meet program requirements on a case by case basis. Jobs shall be scheduled to provide the hours needed, and there shall be a minimum of jobs with fewer than the three and one-half (3 ½) hours necessary to qualify for benefits.
2. Hourly time is assigned by school building Food Service Managers with approval by the Nutrition Services Director. Assigned hours vary from (.5) to eight (8) per day.
3. Satellite hourly rate applies to the actual time worked for the satellite location. Where practicable, split shifts may result in benefited positions. Time schedules and hours of shifts, including lunch breaks will be set by the Nutrition Service Department. The District will consult with the Union prior to creating any new split positions.
4. The normal work week shall be defined as five (5) consecutive days (Monday through Friday) within a seven (7) day period.
5. The District may modify the work week to cover Saturday school programs.
 - a. Assigned school staff shall have first priority for modified schedules.

- b. In the event that no volunteers are available at the assigned site offered, assignments would be from the published list of volunteers on the basis of job title seniority.
 - c. A work week differential of 10% of regular pay per hour shall be paid for hours outside the normal work week.
- 6. Any regular work done in excess of eight (8) hours in any work day shall be compensated at time and one-half (1 ½) rate; all time worked beyond forty (40) hours per week or beyond the fifth (5th) day in a work week shall be paid at the rate of time and one-half (1 ½). However, an employee whose assigned position is less than forty (40) hours per week may work 1) events (i.e. dinner, catering or other off-hour events) or 2) doing custodial work within Custodial Services which results in more than eight (8) hours per day and be paid his/her Nutrition Services rate of pay or the designated straight-time Custodial Services rate of pay, as appropriate as long as it does not result in more than forty (40) hours of work for that week.
- 7. Any work performed on Saturday, except as described in Section 6 above, shall be paid at the rate of time and one-half (1 1/2).
- 8. Any work performed on Sunday or holidays shall be compensated at the double time rate of pay.
- 9. No Assistant or Assistant Manager shall work more than the assigned hours per day unless so directed by the school building Food Service Manager with approval of the Nutrition Services Director or designee and no school building Food Service Manager shall work in excess of eight (8) hours per day or forty (40) hours per week without prior approval from the Nutrition Services Director or his/her designee.
- 10. The Nutrition Services Department participates in the automated time sheet system. Each employee shall be responsible for accurately reporting actual hours worked each day to the kitchen manager. Employees must document all absences on time sheet.
- 11. On days that an assigned school location is closed for any reason, employees shall be offered other locations at their assigned number of hours and rate of pay, as long as positions are available. Employees will be asked in advance as to whether they want to accept work from which a list will be established. Positions will be offered to employees based on seniority (by classification) as long as positions are available. If an employee is offered a position and accepts, that assignment will not be changed. The employee will be paid at his/her current rate of pay for the actual hours worked in that assignment. Should the employee not accept an assignment, he/she may choose to take a paid day of annual leave or may choose leave without pay.
- 12. Elementary staff shall receive additional work days to replace the waiver days granted by the State so long as a waiver of days is sought and approved.
 - a. These days will be devoted to cleaning and preparation for the opening and closing of schools, or other duties as assigned by Nutrition services management.

13. Two (2) additional days of work will be added to the secondary work year, one before the start of school and one after the end of school, to be devoted to cleaning and preparation for the opening and closing of schools, or other duties as assigned by Nutrition Services management.
14. Staff assigned to the Deli/Catering department will report to work on the Friday following the date established by the district for 220-day staff to report to work for the new school year. The Friday start date is intended for start-up procedures such as cleaning, organizing and food ordering. Services to the JSCEE staff will begin on the following Monday. From this point forward, staff will follow the 220-day work calendar for establishing work days. Deli/Catering staff's last work day for the school year will be the last calendar day in June. Deli/Catering staff will be offered no less than the equivalent of 32 hours of Catering/Deli related work prior to the operation opening for the school year.
15. Based on the traditional school year calendar that has the start of school on the Wednesday after Labor Day, Central Kitchen Operations Manager, Coordinators, and Leads will report to work on the Wednesday prior to the opening day established for the school year. The last day of work will be one day after the last day of school with this day dedicated to closing down the central kitchen and cleaning.
16. Based on the traditional school year calendar that has the start of school on the Wednesday after Labor Day, Central Kitchen/ Deli/Catering Assistants will report to work on the Thursday prior to the opening day established for the school year. The last day of work will be one day prior to the last day of school.
17. Float Managers and Float Lunchroom Assistants will follow the Elementary staff calendar for start and end days. In following the Elementary calendar, staff are not expected to report to work the 3 days prior to Thanksgiving as these are elementary waiver days.

SECTION D: Duty-Free Lunch

1. A duty-free one-half (1/2) hour lunch period shall be provided for employees who work in excess of four (4) hours per shift. For shifts of six (6) hours or less, employees may waive the lunch period by mutual agreement between the Nutrition Services Director or designee and Union Business Manager. This must be requested in writing. Managers will work with employees, in conjunction with Supervisors, to schedule lunch breaks to ensure coverage and efficiencies in scheduling.
2. Employees are free to leave the school premises during the scheduled duty-free one-half (1/2) hour lunch. When employees are interrupted during their lunch period, such time shall be paid at the rate of one and one-half (1 1/2) times the regular rate. Employees shall timely document the nature of the disruption.

SECTION E: Rest Periods

1. Employees who work three (3) to six (6) hours are entitled to one (1) rest period of fifteen (15) minutes as part of the regular paid work day.

2. Employees working in excess of six (6) hours per day are also entitled to one (1) additional such period in the second half of the work day.
3. Rest periods should be taken at regularly scheduled times.

SECTION F: Call Back /Extra time

1. Extra Work Compensation and Assignment List
 - a. Extra Time: When an employee is required to report back for extra part-time work or meetings for the District held on non-workdays, the employee shall receive not less than three (3) hours for each assignment. When an employee volunteers for extra work or meetings for the District held on non-workdays, the employee will be paid for actual hours worked.
 - b. Volunteer Extra Work List: Annually, not later than September, staff at every work site shall have the opportunity to sign up for voluntary extra work assignments at their work site and for District catering events. Additionally, employees may sign up for voluntary extra work at any time. Assignments on the volunteer extra work list will be made to staff qualified for the assignment, in seniority order, on a rotating basis, to staff not working regular hours during the assignment and priority will be given to employees who will not go into overtime status by working the extra time.
2. Catering Assignments: Outside catering may be permitted for events on District property not funded by tax or grant money controlled by the District, if District kitchens are not utilized. Catering events funded by tax or grant money controlled by the District, or handled through District kitchens, are staffed by District employees if approved by Nutrition Services. No outside catering events funded by tax or grant money controlled by the District will be permitted at JSCEE while the Deli is open unless Nutrition Services has notified the requestor in writing that it is unable to address the requestors' catering needs. To ensure that future catering disputes can be discussed regularly and resolved expeditiously, a monthly Labor Management Committee shall be scheduled on or before the 15th of each month.

PTA or ASB-funded events or potlucks are not subject to these limitations, unless District kitchens are used. Approved District-provided catering assignments shall be made as follows:

- a. School Building Events: Work for those catering events held during the school year in schools for that school community shall be offered first to the Nutrition Services staff at that school. If they decline the work or there is additional work, it will be offered through the volunteer extra work list.
- b. District Catering Events: Work for those catering events held at non-school sites or sponsored by the District will be assigned first to the Deli/Catering Manager. If the Deli/Catering Manager is not available or there is additional work, the work will be offered to the Deli/Catering staff in seniority order, on a rotational basis. If the Deli/Catering staff are not sufficient for the event, the work will be offered through the volunteer extra work list. If catering assignments create extra work in the Deli, that work will be offered through the volunteer extra work list.

- c. These provisions supersede any previously executed settlement agreements between the parties addressing catering of District events on or off District premises.
 - d. In the event that District employees are denied the opportunity to work extra hours as a result of a catering occurrence that violates the foregoing provisions, representatives of the District and the Union will meet to discuss the circumstances and whether any relief is appropriate. The parties acknowledge that an appropriate remedy where violation is found to have occurred, is to determine the hours of work lost by the District employees by determining the hours that would have been worked had the catering been undertaken by District staff and then paying such employees the wages they would have earned had Nutrition Services provided the catering.
3. Call Back: When an employee is called from his/her home to perform emergency work or extra work on a non-scheduled day, he/she will be compensated at the appropriate overtime or double time rate for the individual situation, except that the minimum call back compensation is two (2) hours pay at the employee's hourly rate of pay for regular shift work.
 - a. Emergency work performed at times other than the scheduled work week must be at the request of and approved by the Nutrition Services Director or his/her designee.
 - b. If the Nutrition Services Director or his/her designee is unavailable in an emergency situation, a call-back may be authorized by a School District Security Officer.

SECTION G: Holidays

1. Employees who are employed for the school year shall be paid for the twelve (12) holidays that occur during their work year: Labor Day (effective the 2018-19 school year), Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, The day after Christmas, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.
2. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for the holiday. Employees who are on Sick Leave the day before or after a paid holiday may be required to provide proof of illness.
3. Holidays shall be compensated on assigned hours worked during the pay period in which the holiday falls.
4. Employees who work during the summer vacation period will qualify to be paid for a holiday on the same basis as during the regular school year.
 - a. All other employees who work a minimum of twenty (20) days during the summer will receive pay for one (1) holiday.

SECTION H: Travel Allowance

1. An employee who is authorized to use his/her personal car on District business (i.e., transporting food or supplies) shall be compensated at the maximum allowable

Internal Revenue Service rate for the shortest known mileage between points within the District, plus two dollars and fifty cents (\$2.50) per day for insurance against spillage or other damage to the car.

2. Regular employees who are asked or required by the supervisor or the supervisor's designee to work at more than one (1) location in one day will be compensated at the maximum mileage rate allowed by the Internal Revenue Service. This shall not apply when an employee bids into two or more separate positions or for voluntary training.

SECTION I: Protection of Employees

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 assist an employee in obtaining counsel to represent him/her when he/she has been assaulted in or around the school premises or as a direct result of performing his/her duties.
2. The District or its insurer shall reimburse the employee for any certified loss of or damage to personal property necessarily used in the course of his/her duty when such loss or damage is willfully and maliciously inflicted by a student or by persons known or unknown on school premises or while the employee is on duty, subject to the following conditions:
 - a. The District shall reimburse first dollar losses up to the limit of the usual two hundred fifty dollars (\$250) insurance deductible. The District shall provide an additional sum of \$7,000 annually to cover all IUOE, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed for 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.
 - b. 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 and Damage form.
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.

SECTION J: Clothing Allowance

1. For each year of the Collective Bargaining Agreement, employees on regular status of two and one-half (2-1/2) hours or more 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 Nutrition Services Department.
2. Employees who come to work in unacceptable clothing will be sent home to change.

SECTION K: 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 work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all 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.400.21 0.
5. If an employee is employed in a position of four (4) or more hours which meets the requirements for eligibility in the International Union of Operating Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix D.
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.

ARTICLE XIII: STAFF ADJUSTMENTS

- A. An employee whose scheduled hours are reduced by one and a half (1.5) hours or more (one (1) hour if benefits are affected) moves into staff adjustment. Staff adjustment will begin with the highest affected job classification with bumping from a higher classification to lower classification to be based on "last in first out." Reorganization shall continue downward through the job classification until all positions have been filled and the lowest job classification employees either reassigned or terminated.
 1. When more than (1) employee loses hours at one (1) location, restoration of hours, if warranted, during the same school year and all employees remain, will be done by seniority (that is, the most senior employee would have their hours restored first) unless a person who has lost hours has lost eligibility for health care benefits. In that case the person who has lost health care eligibility shall have their hours restored first regardless of seniority.

- B. All employees who will be displaced will be notified by the Nutrition Services Department as early as possible with a minimum of two (2) weeks' notice.
- C. Secondary Production Kitchen Manager's Hours
 - 1. To the extent possible, hours assigned to lower level classifications (at the location) shall be adjusted downward prior to impacting the hours of the Production Kitchen Manager at secondary locations.
 - 2. The Director of Nutrition Services shall meet and confer with the Union and the affected secondary Production Kitchen Manager prior to implementation of reduced Production Kitchen Manager hours.
 - 3. If a secondary Production Kitchen Manager's hours are reduced, he/she shall be offered the first vacant position within his/her current classification that has assigned hours equivalent to his/her assigned hours prior to reduction.
- D. The following procedures will be utilized to implement staff adjustments:
 - 1. The displaced employee with the greatest seniority at or above his/her classification will have the first opportunity to select an open position in his/her classification or may bump an employee with less seniority with his/her classification; the employee with the next highest seniority shall have the next opportunity, etc.
 - 2. Within the various hours assigned for assistants, each level of assigned hours shall be handled as if they were separate job titles.
 - 3. Positions that become vacant after the selections have been made for each classification shall be advertised and filled in the normal process.
 - 4. If a reduction in force is necessary, new employees serving their 70 working days probationary period shall be the first laid off.
- E. Following the implementation of Staff Adjustments, and when mutually agreed upon by the Nutrition Services Director and displaced Nutrition Services employees, displaced Nutrition Services employees will be given the opportunity to return to their previous position, if requested, when/if the previous position is vacant. Eligibility for such consideration shall last for five (5) months after the date the employee was displaced.
- F. Recall Provisions: As suitable positions for which a laid off employee is qualified become available, the employee will be notified by the Nutrition Services Department and shall be given special consideration for re-employment.
 - 1. The employee's file will remain current for such consideration for fifteen (15) months after lay off, unless the employee notifies the Nutrition Services Department that he/she is no longer available.
 - 2. An employee whose employment is interrupted due to staff reduction by the District may retain all accumulated sick/emergency leave if he/she is re-employed by the District within fifteen (15) months of termination. If the employee is re-employed within fifteen (15) months of termination, his/her prior service with the District shall be utilized in determining his/her salary placement, but increment credit shall not be granted for the period of time during interrupted employment.

3. For the remainder of the school year following a staff adjustment, Nutrition Services employees who were in a benefit-eligible position at the end of the previous school year who are currently working in a non-benefit eligible position, will be offered an opportunity to fill benefit eligible positions in the same classification before such positions are posted as open for other applicants. Open positions will be offered in the following order:
 - a. Positions will be offered only to employees within the same classification/job title.
 - b. Positions will be offered in order of total District seniority - not based on the amount of time the person has worked in a particular classification.
 - c. Positions will be offered only to those individuals within the classification who worked the same or a greater number of hours per day as the open position. This means that a 6-hour position will NOT be offered to a person who worked in a 5-hour position last year, regardless of the individual's seniority.
 - d. If none of the employees accept the benefited position offered under this provision, the position will be posted.
- G. It is recognized that Nutrition Services Area Supervisors shall be eligible to return to 609-B bargaining unit positions comparable to bargaining unit positions held prior to becoming Area Supervisors, based on their seniority within the appropriate job titles. Nutrition Services Area Supervisors shall not accrue bargaining unit seniority for time spent as an Area Supervisor.

ARTICLE XIV: VACANCIES, TRANSFERS, AND PROMOTIONS

SECTION A: Vacancies

1. Nutrition Services Department vacant positions, including Supervisors, shall be posted on the District Web Page, in general public announcements and at all work sites for examination by interested employees or official representatives of the bargaining unit. Vacant positions may be advertised outside the District at the same time they are posted. These listings will be posted two (2) weeks prior to the testing, interviewing, and filling of the position. However, the District shall not be required to post when the vacant position was subject to the application process (in Section B below) within the last six (6) months and qualified applicants are still available, in which case the next ranked interviewee (Section B-7) or grid placeholder (Section B-8) will be offered the position. The selection of supervisors is not subject to the requirements of this Agreement.
2. A list of known open positions for the following school year shall be published by the Department no later than fifteen (15) working days prior to the close of the school year as established in the school calendar. Positions becoming available during the school year shall be published in a Bulletin at least two weeks prior to filling the position.
3. Within the various hours assigned for assistants, each level of assigned hours shall be handled as if they were separate job titles.

4. When a building or program is temporarily closed or relocated, displaced Nutrition Services employees will, if they make such a request via the Nutrition Services Employee Application for Reassignment, be given the opportunity to return to their previous position, if it is comparable, when the previous position is reopened at the former location. Eligibility for such consideration shall last for twenty-four (24) months after the date the employee was displaced.
5. It is the intent of the District that vacant positions shall be filled as expeditiously as possible; however, a vacant position shall not be filled by a substitute for more than seven (7) working weeks.
6. The District and Local 609 agree that the most qualified person should be selected for District vacancies. The District and Local 609 further agree that the District should make every reasonable effort to select current District employees for District vacancies. Promoting current employees rewards employees for their continued service to the District and builds loyalty to the District. To meet the aforementioned goals, the District will provide employees with training on a regular basis that will prepare employees for promotional opportunities. This training may prepare employees to take written examinations, provide computer skills, provide skills to successfully interview, etc. Employees have the sole responsibility to take advantage of these training opportunities in order to prepare themselves for promotional opportunities. Open positions will be filled with the most qualified candidate from a pool of applicants.
7. Candidates shall be considered for employment in vacant bargaining unit positions in compliance with the procedure outlined in Section B.5, below.
8. Vacant positions may be offered to probationary rehire employees, based on seniority, only when no qualified candidate has applied for the position. A probationary rehire employee is one who previously had regular assigned status, resigned or retired from the District, has been rehired, and has not completed the probationary period. Previously acquired seniority shall be reinstated upon completion of the rehired employee's probationary period.
9. An increase in the hours of any one position by one and one half (1.5) hours or less is not considered a vacancy subject to posting or transfers under this Article.

SECTION B: Transfers & Promotions

1. Employees desiring transfers are encouraged to submit such a request in writing on a form specified by the District, to the Nutrition Services Director. All current requests for transfers are given consideration whenever a vacancy occurs.
2. Lateral transfers will be limited to one per school year unless mutually agreed.
3. Employees on trial period are not eligible for transfer or promotion unless mutually agreed.
4. Promotions to higher salary classification are earned by successfully interviewing and being selected for a more responsible position.
5. Employees shall be considered for promotion to vacant bargaining unit positions above the Assistant and Floating Assistant in descending order of their relative

positions on a grid (composed of the top five (5) qualified applicants) created for each vacancy, utilizing the following criteria.

- a. Seniority in job title;
 - b. Performance appraisals, or three letters of recommendation from previous employers, including one from the current or most recent supervisor for applicants not currently employed by the District;
 - c. SNA Certification (points based on level of certification);
 - d. Qualifications to perform work; as demonstrated by additional training obtained by the applicant in the last three years (trainings automatically approved for SNA trainings or training offered by Nutrition Services, or other training as approved by the parties) e. Length of employee's continuous service in an assigned position (with adjustment for interrupted service). This criterion may only be used when two (2) or more employees are tied in points.
6. Employees shall be considered for hire or promotion to vacant bargaining unit positions in the Assistant or Float Assistant classifications in descending order of their relative positions on a grid (composed of the top five (5) qualified applicants) created for each vacancy, utilizing the following criteria:
- a. Seniority as a regular employee creates a preference over substitutes and outside applicants and experience (hours worked) as a substitute outweighs experience of outside applicants;
 - b. Evaluations as a regular or substitute employee;
 - c. Qualifications to perform work; as demonstrated by additional training obtained by the applicant in the last three years (training is automatically approved for SNA trainings or trainings offered by Nutrition Services, other training may be approved by the Parties);
 - d. SNA certification;
 - e. Length of employee's continuous service in an assigned position (with adjustments for interrupted service). This criterion may only be used when two (2) or more applicants are tied in points.
7. The top three (3) candidates (a maximum of five [5] with laterals) from the above grid will be rank ordered based on a scored oral interview conducted by the Director, or Nutrition Services Department designee(s). The top candidate will be selected for the position. In cases where there is only one (1) candidate for one (1) vacant position, no interview is necessary and the one (1) candidate will be granted the position. No interview is required for filling assistant and float assistant positions and the top candidate by the criteria established in § B (6) above will be selected for the position.

An internal candidate who scores at least 150 points (75% of the maximum oral interview score of 113) will have seniority in being offered a position when the highest scoring position is an external candidate.

8. Trial Period After Promotion: An employee who is promoted will complete a seventy (70) day 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. Before the employer declares the trial period unsatisfactory, the employee shall be provided 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 these provisions. During the trial period, the employee and the supervisor will discuss training needs.
9. Employees who are on a Work Improvement Plan or have failed a probationary period may not re-apply for the same position in a period of time of less than one year and must demonstrate efforts to improve skill and competency through participation in professional training.
10. 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.

SECTION C: Pre-pack Managers to Bulk Programs

Lunchroom Managers in programs where the breakfast and lunch service changes from pre-pack to bulk can apply for that position under the following guidelines:

1. Notify Nutrition Services in writing of their desire to stay at their current location.
2. Schedule and take the written test which must be completed before posting of the position.
3. With passing score on written test, and upon a successful orientation interview, employee will be assigned to position.
4. Employee will be on probation for the number of days as established in 609 Contract; upon successful completion of the probation will continue in the assigned status. Should the employee not complete probation successfully, established 609 Contract language will be followed. Staff adjustment procedures will occur.
5. If written test and interview are not successfully completed by the incumbent pre-pack manager, the position will be advertised and filled using normal hiring procedures.

SECTION D: Seniority Listing

The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format which shall be:

1. Listed by title;
2. Updated as of April 1 and September 15 of each year; and,
3. Shall include:
 - a. Starting-date in current job title;
 - b. Starting date in District service;

- c. Assigned hours;
 - d. Employee last name; and,
 - e. Assigned location.
4. Starting dates will be adjusted for interrupted service.

ARTICLE XV: LEAVES

SECTION A: Eligibility for Leaves

1. Leave days earned/granted shall be in proportion to the employee's assigned work hours.
2. The District does not grant short term (ten [10] work days or less) voluntary days off without pay except in unusual circumstances. Requests for long term (more than ten [10] work days) leaves of absence in accordance with Sections 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: Annual /Emergency Leave

1. All assigned employees will earn Annual/Emergency Leave with pay at the rate of twelve (12) days per year prorated upon hours worked. It is expected that employees utilize earned Annual Leave during school breaks: Winter, Mid-Winter and Spring Breaks. Two (2) days may be reserved for use as personal/emergency leave. If not utilized, the employee will be paid for such annual/emergency leave at the end of the school year, unless a written request to retain the leave is submitted to Payroll by July 10th of the year in which the leave was accrued.
2. Employees who request Annual Leave for times other than which is described in Section B-1 above, may be granted leave at the discretion of the Director of Nutrition Services or his/her designee. Decisions concerning Annual Leave are not subject to the grievance process.
 - a. Beginning June 1, employees may request Annual Leave for the upcoming school year. Priority consideration will be given to employees who did not use school year Annual Leave the previous year.
 - b. No Annual Leave shall be granted during the first and/or last month of the school year. In locations that operate year-round, no annual leave shall be granted in August. Emergency requests will be considered by the Director of Nutrition Services.
 - c. Approval of Annual Leave requests will depend upon:
 1. the number of employees already granted Annual Leave requests;

2. the availability of a trained substitute; and,
 3. compliance with the specific provision contained in item 2 below.
 - d. Only one (1) employee at a time will be granted Annual Leave from a particular worksite (not including any employee using Annual Leave as part of a long-term Health Leave per Section I below).
 - e. No annual leave can be taken before earned.
 - f. A maximum of ten (10) employees may utilize earned Annual Leave during the regular scheduled school year in lieu of pay at the end of the school year (not including any employee using Annual Leave as part of a long-term Health Leave per Section I below) provided that:
 1. No employee shall utilize Annual Leave for more than more than five (5) consecutive working days per year;
 2. Additional requests to use Annual Leave during the regular scheduled work year may be granted in extraordinary circumstances full year employees will receive priority consideration;
 3. Employees who take Annual Leave without approval will not receive pay for those days and will be subject to progressive discipline.
 - g. In order to comply with State law, the District will pay eligible employees for up to 240 hours of earned Annual Leave at the time of retirement. Annual Leave accumulated in excess of 240 hours may be taken as Annual Leave before retirement.
3. A maximum of two (2) days earned Annual/Emergency Leave per year, may be used on a personal/emergency basis 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 of 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.

SECTION C: Sick Leave

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

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

SECTION D: 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 area 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 provision of item 1, above, the affected employee may request to use a maximum of two (2) additional Annual Leave days per year from his/her area supervisor or designee. The two (2) additional days will be deducted from the employee's Annual Leave balance.

SECTION E: Adoption Leave

1. Adoption Leave shall be granted, with pay, on a temporary basis upon application to Human Resources 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 will be granted, with pay, 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, without pay. Such requests must be pre-approved by the employee's supervisor or director.
3. For the purposes 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 a 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: Jury Duty/Court Proceedings

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 Nutrition Services office 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 H: Child Care Leave

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

SECTION I: Long Term Health Leave

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

1. An employee who is or expects to be unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such leave, if approved, may be granted for up to a maximum of one

- (1) year, pending medical certification. The District will notify the employee and Union in writing (or electronically) when Long Term Health Leave is approved or denied.
2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.
3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.
4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave, plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.
5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of Nutrition Services 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 J: 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) full and 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 available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human

Resources. Human Resources will not approve more than one year of this type of leave without pay, regardless of whether the leave is less than the employee's regularly assigned FTE.

4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 1, 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 K: 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. Absences due to an injury incurred on or around School District premises in the course of the employee's employment, or as direct result of the employee performing his/her duty, shall be compensated without loss of Sick 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 Workers' 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 (120) working days per new claim,

- appropriate to his/her regularly assigned position at the time of such injury on duty, (not to exceed his/her regular net salary), during the period of disability through a combination of Time Loss Compensation and the necessary supplemental amount. However, in no case may an employee receive more through this combination (excluding optional voluntary contributions such as PERS or SERS contributions under #5 below) than their normal net pay; and,
- c. The employee provides to the designated District office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
 - d. For the period of disability and after one hundred (120) 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 XVII.
 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 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 XVI: 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 70).
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment.

SECTION B. Investigation Procedures

- A. Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.
- B. 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 XVII: 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 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 3 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 XVIII: JOB DESCRIPTION

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.

ARTICLE XIX: TIME PRODUCTION STANDARDS

SECTION A. Process for Addressing Participation

1. The Nutrition Services program of the District is an integral component of the District's efforts to assure that students can learn effectively. Participation in the program means that students have been provided with the nutritious food necessary for them to take full advantage of the District's instructional program. Maintaining and increasing those rates are a priority for the District and Union.
2. Efficient operation of the Nutrition Services program is also a priority.
3. Individual sites will become a focus for improved participation and productivity when the following indicators demonstrate that such focus is needed, the number of sites that are under consideration may need to be prioritized according to need and the availability of resources including time:
 - a. Participation rates have declined, are not as high as expected or could be increased.
 - b. Customer service indicators are not at standard, including feedback from students, parents and school staff.
 - c. Proposed changes in the instructional program of the site are likely to negatively impact participation rates. The impacts on employees of proposed changes in District operations are subject to bargaining.
 - d. Either party identifies barriers to effective program delivery at the site.
 - e. Activities at the school site may negatively impact the performance of the program.
4. When a site becomes a focus of concern, the District, including site administrators, if available, and the Union will jointly review the meal program, participation rates within twenty-five (25) work days to explore various program enhancements designed to increase participation rates. Enhancements may include, but are not limited to:
 - Eliminating barriers to the success of the Nutrition Services Program, which may include eliminating competing food options that are inconsistent with program rules, eliminating violations of District policy and addressing student wait times
 - Grab-and-go programs
 - Kiosks
 - On-site cooking
 - Additional serving lines
 - Menu adjustments

- Encouraging participation in the free and reduced-price meal program
 - Adjustments to hours of work assigned to the site
 - Transition from pre-pack to bulk service at elementary schools.
 - Supper programs as negotiated by the District and Union
5. The District and Union will also set goals for participation rates. They shall meet every two months to monitor the progress of the site toward the goals that have been established and modify the approaches to improvement as determined are necessary.
6. Another enhancement the District and Union may consider is further expansion of the Breakfast after the Bell (BAB)/Grab-and-Go Breakfast pilot program. The terms of the pilot program remain in effect, including:
- a. Adding sites for BAB/Grab-and-Go Breakfast programs requires the agreement of the District and Union.
 - b. All roles of staff and provisions of collective bargaining agreements remain in full force and effect.
 - c. Custodial and Nutrition Services staff remain under central supervision, and if staff direction is necessary, lines of authority will be followed.
 - d. Increased duties for Union employees are to be discussed and bargained by the District and Union before being implemented.
 - e. The Union acknowledges that volunteers from United Way of King County and AmeriCorps will be supporting recycling programs, clean classrooms, teaching staff, nutrition services staff, and student education. The impact of these volunteer activities on employees are subject to resolution through bargaining.

SECTION B. Meals Per Labor Hour (MPLH)

1. The following are the details for establishing MPLH and a delineation of MPLH goals:
- a. Meals per Labor Hour (MPLH) = Total lunch meals served divided by total number of assigned labor hours at a school. All site revenue is converted into “equivalent meals”- (all based on the “revenue of one (1) lunch)

Lunch	1=1 lunch
Head Start Lunches	1=1 lunch
Breakfasts	2=1 lunch
Snacks	4=1 lunch
A la Carte	Monies collected for a la carte items and vending are divided by the sum of the current USDA reimbursement rate for free lunch plus the value of commodities, plus the state subsidy.

A school that served 150 breakfasts, 350 lunches, 20 Head Start lunches, 80 Snacks and \$30.50 a la cart would have served 475 equivalent meals that day:

$$(150/2) = 75 + 350 + 20 + (80/4) = 20 + (\$30.50/\$3.01) = 10.13 = 475.13 \text{ equivalent meals.}$$

- b. The resulting number is compared to a departmental goal and is used as a tool to evaluate productivity.

Department goals for MPLH:

Secondary	25 MPLH
Elementary (Bulk)	30 MPLH
Elementary (Pre-Pack)	42 MPLH

MPLH below the goal may mean there are too many hours assigned to a school (staffing may be above what is needed to efficiently serve meals), MPLH above the standard may mean too few hours are assigned to a school (staffing may be below what is needed to efficiently serve meals).

2. MPLH data is collected monthly to monitor individual sites. The District will formally evaluate MPLH two (2) times per year, but will also maintain departmental efficiencies. Increases in MPLH between formal adjustments will be monitored and staff will receive extra time as needed to effectively operate the kitchens and dramatic decreases in MPLH between formal adjustments may result in staffing adjustments (per this section and Article XIII) In addition, a school's MPLH is reviewed when a position is vacated and adjustments may be made toward standards before posting/filling open positions.

Calculation 1 = October 1 – November 30th (effective first day of February).

Calculation 2 = March 1 – April 30th (effective the start of the next school year).

3. Individual school participation/revenue data is summarized by the NS Central Office to substantiate a monthly Claim for Reimbursement to OSPI. After all contributing data is received (Head Start counts, contracted site counts, vending site revenue) and the OSPI Claim is submitted, columns are added/updated in the report to reflect MPLH per school, and the data is shared with the Union.

SECTION C: Mid-Year Staff Level Review

1. Where adjustments in allocated hours are being considered, the NS Director or NS Personnel Supervisor review the individual school calendar and perform appropriate adjustments by averaging the raw total equivalent meal data for the review period and eliminating from the calculation any days where a 12.5% or greater loss in participation exists.
2. Once all the data is gathered and the form updated, the NS Director or NS Personnel Supervisor reviews the report and sends a copy to IUOE Local 609 and sends a summarized copy to Lunchroom Managers (who review the MPLH data for their school).

3. The NS Director or Personnel Supervisor works with NS Supervisors to evaluate the MPLH for each school.
4. During formal review months (Dec for February and June for September) – at schools where MPLH needs adjustment, the NS Supervisors work with the Lunchroom Managers to determine what hours may be appropriate for the site (based on the goal and any additional mitigating factors) and how the hours could/should be allocated.
5. The NS Supervisors then work with the NS Director and/or NS Personnel Supervisor to formally make any requisite change.

ARTICLE XX: 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 XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION

SECTION A: Performance Evaluation

1. Newly hired employees and/or employees who have been rehired shall complete at least a seventy (70) working day probationary period. During the probationary period, each employee's job performance shall be evaluated a minimum of two (2) times.
 - a. If the evaluations are satisfactory, the employee will be placed on regular status.
 - b. An employee may be terminated at any time during the probationary period without recourse.
2. Assigned employees shall be evaluated annually.
3. Employees shall be provided a copy of their annual job performance appraisal.
4. The Job Performance Evaluation form for Nutrition Services employees shall become a part of the employee's personnel file. Performance evaluations shall be

signed by the employee at the time of the evaluation, and signed by the responsible supervisor of the program prior to submission to the Nutrition Services Department.

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 are not meeting the job function requirements, in the opinion of the manager (or supervisor in the case of a one-person kitchen) and/or have been placed on probation during the regular evaluation process.
 - a. When an employee is placed on probation or reinstated probation, the Union will receive a copy of the probationary letter. This letter will identify the employee's specific:
 1. Actions which necessitated probation;
 2. Areas for improvement and the disciplinary action which will result if improvement is not made;
 3. Term of probation; and,
 4. A program for monitoring accomplishment during that period.
 - b. Employees placed on probation will be granted and paid a step increment effective after completion of probation, as a one-time payment at the end of the year by maintaining the requirements of the work improvement plan. Should the employee not maintain the requirements of the work improvement plan at any time in the year following the probationary period the step increment will be forfeited.
 - c. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

ARTICLE XXII: EMPLOYMENT RECORD

- A. Materials placed in the employee's personnel employee file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the employee's knowledge. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.
- B. Materials as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.
- C. Documents referred to in A and B above will become a part of the employee's personnel records for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. Sustained or uncontested discipline for egregious conduct (sexual misconduct, sexual harassment,

violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.

- D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreements by the employee with the appropriateness of the content of the materials in his/her personnel file may be a matter to be pursued by the grievance procedure.
- E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.
- F. The District will release employment record data as required under a court order or under the Public Records Act. Prior to the release of employment records the employee will be notified and be given an opportunity to review the records to be released. Private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

ARTICLE XXIII: LIABILITY COVERAGE AND HOLD HARMLESS

The District shall hold harmless and shall 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 an attorney of the District's General Counsel's Office of any such suit, claim, or action brought against said employee.

ARTICLE XXIV: INCLEMENT WEATHER

- A. Employees reporting to work before the official school closure announcement is made will be guaranteed two (2) hours of pay at their hourly pay rate. Employees will also be paid for any additional hours worked, if approved by the appropriate Supervisor.
- B. Employees who use public transportation to travel to work may qualify for two (2) hours "show up pay" if the following conditions are met:
 - 1. The employee must notify Nutrition Services in writing at least ten (10) working days prior to the inclement weather that the employee routinely use public transportation to travel to work, and
 - 2. The public notice of school closure was provided less than 1.5 hours prior to the start of the employee's individual shift, and

3. The employee actually reports to the school site within 30 minutes of the start of the employee's individual shift.

ARTICLE XXV: IN-SERVICE TRAINING

SECTION A: In-Service Training

1. Employees shall be paid their current hourly rate for (16) hours of required training. Kitchen managers shall have an additional eight (8) hours of required trainings. Trainings will be related to USDA standards and District requirements. Staff will not be compensated for attending the eight (8) hour certification courses such as Basic Nutrition, and ServSafe or Serving it Safe, which will be offered twice per year.
2. Training will be offered on days prior to the beginning of the school year, on District-designated in-service training days, to provide for sixteen (16) hours of required training for all staff and an additional eight (8) hours of required training for kitchen managers.

When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly assigned duties.

3. In addition to the required training described in paragraphs 1 and 2 above employees can be paid for additional hours of voluntary training at their current hourly wage rate up to a maximum of 26 hours of training time inclusive of the required training.

SECTION B: Cross Training

The District will facilitate proper training or cross training within work sites to prepare employees to step up into temporary upgrade and other positions.

SECTION C: Kitchen Manager Trainers

Employees currently working as Kitchen Managers may be selected to train employees to become Kitchen Managers. Manager Trainers shall be selected on the basis of the match of the Nutrition Services program at their site to the program the trainee(s) will be managing and the following performance criteria: experience in a manager position for more than a year, more than satisfactory in performance evaluation, satisfactory health inspections, and performance administrative duties above expectations.

ARTICLE XXVI: TERM AND RENEGOTIATION OF AGREEMENT

- A. This agreement is effective when signed by both parties and runs 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. Negotiations will be conducted at times mutually agreeable to the negotiators named by each party.

ARTICLE XXVII: DISTRIBUTION OF AGREEMENT

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

ARTICLE XXVIII: 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 XXIX: SUMMER EMPLOYMENT

SECTION A: Provisions

- 1. Employees who are interested in working in hourly positions as custodians, and/or gardeners during the summer months should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1st (March 1st) for 2013-14 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.
 - a. During Spring Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodial 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 custodial 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, and
 - c. District seniority (tie breaker)
- 3. Staff who work in supplemental positions will be subject to review the evaluation process.

SECTION B: Supplemental Gardening Program:

- 1. Employees who are interested in part-time hourly positions as Gardeners and Custodial during the school year should contact the Facilities Operations Director

- to have their names included on the ongoing program list. An updated copy of this list will be forwarded to the Union upon request.
2. Principals and Program managers should contact the Facilities Operations Director to request short term work assistance and arrange for payment to be included in the employees regular payroll warrant. Priority will be given to qualified Local 609 represented employees. Supplemental work assignment should not cause the employee's workday to exceed eight (8) hours.
 3. This program is not intended to reduce traditional overtime opportunities for regular District gardeners and custodial staff or to conflict with normal staffing assignments.

SECTION C: Summer Food Program

Employees will be notified of potential available openings and be given the opportunity to sign up for positions. The District will provide the Union with a list of interested employees and relative seniority rankings.

1. Staffing for the Central Kitchen Summer Food Program will be based on the ratio of one Manager or Assistant Manager to ten (10) employees assigned to kitchen Assistant level positions.
2. Managers and Assistant Managers will be paid at their current salary.
3. 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 is defined as cumulative number of compensated hours in previous summers;
 - c. District seniority (tie-breaker);
4. The District retains the right to select and hire staff for the Summer Deli/Catering Program;
5. The Nutrition Services Department determines how many positions will be staffed.

ARTICLE XXX: SUBSTITUTES

SECTION A: Representation:

Substitutes who complete thirty (30) days of employment in one work year (September 1 to August 31) for a total of at least seventy-five (75) hours become members of the Union and maintain membership as a condition of continued employment unless a Chapter 41.56 RCW exception applies. They shall continue to be represented for the balance of the work year and the following year as long as they remain available for work. The District will provide a monthly report of hours worked by represented and non-represented substitutes.

SECTION B: Wages:

Wages are as included in Schedule A.

SECTION C: Leave Benefits:

A represented substitute shall be credited with sick leave in accordance with Article XV§ C.

SECTION D: Discipline or Termination:

Represented substitutes may request a meeting to discuss the imposition of any discipline, including termination from an ongoing assignment or termination from the substitute roster, with the Nutrition Services Personnel Manager. Substitutes may have Union representation at such meetings may request the reasons for the discipline, provide any explanation, and request reconsideration. The decision of the Nutrition Services Personnel Manager is final and not subject to review under Article XVII, Grievance Procedure.

SECTION E: Evaluation:

Any substitute with at least fifteen (15) days service in a work year will be evaluated using the District's substitute evaluation form by the Nutrition Services Personnel Manager, with input from kitchen managers who have worked with the substitute, at least once, and not more than twice per year. Substitutes shall be provided a copy of their evaluations, and their evaluations shall become part of their personnel files.

SECTION F: Long-term vacancies shall be assigned to floats.

Short-term vacancies will be filled in following order: floats, represented substitutes and unrepresented substitutes. There is a priority in stable assignments to vacancies, subject to the priority in assigning floats every day and informed by the preferences of managers. The assignment grid shall be used for reference when filling short-term vacancies.

SECTION G: The following provisions of this agreement apply to represented substitutes:

- Article I, Parties to the Agreement
- Article II, Recognition
- Article III, Application of the Agreement
- Article IV, Affirmative Action
- Article V, Management Rights
- Article VI, Noninterference Rights of Union Membership
- Article VIII, Payroll Deduction of Union Dues
- Article IX, Communication Rights and Privileges
- Article X, Leaves for Union Activities
- Article XI, Leave for Business Manager and Full-Time Officer
- Article XVIII, Job Description
- Article XIX, Time Production Standards
- Article XX, Labor/Management Committee
- Article XXII, Employment Record
- Article XXIII, Liability Coverage and Hold Harmless
- Article XXV, In-Service Training
- Article XXVI, Term and Renegotiation of Agreement
- Article XXVII, Distribution of the Agreement
- Article XXVIII, Supplemental Employment Standards
- Article XXIX, Summer Employment
- Appendix A, Nutrition Services Salary Schedule
- MOU on Video Surveillance

- MOU on Non-Retaliation
- MOU on Immigration Status
- MOU on Investigations of Complaints of Harassment or Discrimination
- MOU on Harassment and Discrimination Investigations
- MOU on Evaluations
- MOU on New Positions and Training Facilities
- MOU on Administrative Leave
- MOU concerning adjusting hours in the Central Kitchen

SECTION H: The following provisions of this agreement do not apply to represented substitutes, except as modifications are noted:

- Article VII, Union Security/Membership After Employment
 - § A applies in total
 - § B applies in that when a substitute meets the representation standard established in Section A of this article, the District shall provide the substitute's name, address and date of representation eligibility to the business representative of the Union.
 - § C is superseded by Section A of this article as it applies to substitutes.
 - § D applies in total
- Article XII, Wages and Employee Benefits
 - § A is modified as follows as it applies to substitutes:
 - Subsections 1 through 3 applies
 - Subsection 4 does not apply
 - Subsection 5 applies
 - Subsection 6 does not apply
 - Subsection 7 applies
 - Subsection 8 does not apply
 - Subsection 9 applies
 - Subsection 10 – 11 does not apply
 - Subsection 12 applies
 - -10 apply in total
 - § B does not apply.
 - § C is modified as follows as it applies to substitutes:
 - Subsections 1 and 2 apply in total
 - Subsection 3 does not apply
 - Subsection 4 applies in total subject to scheduling
 - Subsection 5 (a) and (b) apply in total, 5 (c) does not apply
 - Subsection 6 applies in total
 - Subsections 7-10 apply in total
 - Subsections 11-17 do not apply
 - § D applies in total
 - § E applies in total
 - § F applies in total
 - § G does not apply
 - §§ H and I apply in total
 - § J applies to represented substitutes in their second year of representation if they worked at least 100 hours the previous year

- § K applies.
- Article XIII, Staff Adjustments does not apply
- Article XIV, Vacancies, Transfers, and Promotions: Section A applies in total, §§ B-D do not apply except as referenced in § A.
- Article XV, Leaves:
 - § A (1) and (2) apply in total. §A (3) does not apply. §B does not apply.
 - § C applies.
 - § D does not apply.
 - § E does not apply.
 - § F does not apply.
 - § G (1, 3 and 4) do not apply. § G (2) applies to substitutes.
 - § H does not apply.
 - § I does not apply except to the extent that a substitute is eligible for FMLA.
 - § J does not apply.
 - § K does not apply, except to the extent that substitutes are eligible for worker's compensation benefits for work place injuries.
 - § L applies in total.
 - § M does not apply.
- Article XVI, Discipline and Investigation Procedures, is superseded by Section D in this article, except Article XVI, § D applies in total.
- Article XVII, Grievance Procedure, applies, except to the extent is limited by Section D of this article.
- Article XXI, Performance Evaluation and Corrective Action, is superseded by Section E of this article.
- Article XXIV, Inclement Weather, does not apply.
- Appendix B applies except to the extent it is superseded by Section D of this article.
- Appendix C, Central Pension Fund Agreement, does not apply.
- MOU on Evaluations applies.

2017-18 NUTRITION SERVICES SALARY SCHEDULE (FS1)
 Effective 9/1/2017; 3% Negotiated Increase

APPENDIX A

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Central Kitchen Manager								
* Central Kitchen Operations Manager	\$22.52	\$23.20	\$23.89	\$24.57	\$25.28	\$26.01	\$26.76	\$27.56
Central Kitchen Coordinator	\$20.92	\$21.57	\$22.23	\$22.90	\$23.60	\$24.31	\$25.04	\$25.78
Catering/Dining Coordinator	\$18.99	\$19.59	\$20.17	\$20.82	\$21.40	\$22.06	\$22.74	\$23.42
Secondary Managers								
Secondary Manager Over 500	\$18.99	\$19.59	\$20.17	\$20.82	\$21.40	\$22.06	\$22.74	\$23.42
Secondary Manager Under 500	\$18.44	\$19.00	\$19.59	\$20.16	\$20.80	\$21.39	\$22.05	\$22.72
Other Positions								
Float Manager	\$17.90	\$18.40	\$18.95	\$19.54	\$20.12	\$20.75	\$21.34	\$22.00
* Central Kitchen Lead	\$17.38	\$17.82	\$18.25	\$18.75	\$19.25	\$19.82	\$20.41	\$21.01
Assistant Manager	\$16.46	\$16.87	\$17.26	\$17.75	\$18.24	\$18.76	\$19.32	\$19.90
Bulk Floating Satellite Manager Over 300	\$16.62	\$17.01	\$17.41	\$17.94	\$18.41	\$18.90	\$19.44	\$20.00
Bulk Floating Satellite Manager Under 300	\$16.22	\$16.58	\$17.07	\$17.47	\$17.97	\$18.42	\$18.95	\$19.52
Prepack Satellite Manager Over 200	\$16.22	\$16.58	\$17.07	\$17.47	\$17.97	\$18.42	\$18.95	\$19.52
Prepack Satellite Manager Under 200	\$15.99	\$16.42	\$17.00	\$17.29	\$17.75	\$18.25	\$18.67	\$19.23
Central Kitchen/Deli/Catering Assistant	\$15.83	\$16.26	\$16.76	\$17.14	\$17.57	\$18.08	\$18.50	\$19.06
Float Lunchroom Assistant	\$15.72	\$16.14	\$16.63	\$17.02	\$17.44	\$17.95	\$18.36	\$18.91
001 Lunchroom Assistant	\$15.66	\$16.08	\$16.50	\$16.95	\$17.33	\$17.85	\$18.27	\$18.86
Substitute (represented)	\$15.55							
Substitute (non-represented)	\$15.45							

1. Employees who have worked in a Nutrition Services assigned position for 20 or more years as of 9/1 shall receive an additional \$0.37 cents per hour.
2. Employees who are currently certified through the School Nutrition Association (SNA) will be paid as follows:
 - SNA Level 1 Certificate will be paid an additional \$0.26 cents per hour
 - SNA Level 2 Certificate will be paid an additional \$0.63 cents per hour
 - SNA Level 3 Certificate will be paid an additional \$1.12 per hour
 - SNA Level 4 Certificate will be paid an additional \$1.56 per hour
3. Employees must provide a copy of their certification prior to the date of expiration. If an employee receives pay for a certification that has expired the employee will be required to pay, in full, the entire overpayment.
4. Prepack Satellite, Bulk Floating Satellite, and Secondary Managers selected as Manager Trainers will be paid an additional \$1.50 per hour while training.
5. Premiums (e.g., certifications, seniority) are in addition to base hourly rates; and annual step increases apply in subsequent year, per settlement agreement.

2017-18 effective 9/1/17



**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#:

Grievant:		Job Title	Location	Date Submitted:
Supervisor:		Job Title	Location	Date Resolved:

Grievance:

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:

Grievant's Signature:	Date:
------------------------------	--------------

Informal Hearing Date	Was Union Rep Present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Attached Response Date
Supervisor's Name	Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Grievant's Signature	
Step I Hearing Date	Was Union Rep present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Attached Response Date
Manager/Designee Signature	Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Grievant's Signature	
Step II Hearing Date	Was Union Rep present at Hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Union Rep's Name	Attached Response Date
Superintendent/Designee Signature	Is answer satisfactory to Grievant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Grievant's Signature	

APPENDIX C

CENTRAL PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS 2017-2020

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 it's 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 Union's 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.

2013-2017 MEMORANDA OF UNDERSTANDING

between

SEATTLE SCHOOL DISTRICT NO. 1

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 609-B

(Nutrition Services)

Includes :

Video Surveillance

Non-Retaliation

Change of Immigration Status

Discrimination, Retaliation and HIB Complaint Investigation Process

Harassment and Discrimination Investigation Procedures

Evaluations

New Positions within the Nutrition Services Department

New Training Facilities

Administrative Leave Procedure

Adjusting Hours in the Kitchen

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

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

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

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

The determination whether the District has a reasonable suspicion to engage in video surveillance shall be made prior to the utilization of the video surveillance. Said determination shall be made by 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 MOU conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this MOU shall control any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this MOU.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 609
NON-RETALIATION
2017-2020**

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.

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

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

Statement of Intent

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

Notification to Union

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

Time off

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

Reemployment Within 12 Months

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer reemployment to an available open position similar to that vacated, without loss of prior

seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

Reemployment within 24 months

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

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

I. RECEIPT AND LOGGING OF COMPLAINT

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

II. INTAKE MEETING

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

III. ACKNOWLEDGEMENT OF COMPLAINT

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

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

IV. INTERVIEW SCHEDULING OF COMPLAINANT AND LOCAL 609 MEMBERS

As soon as possible, ordinarily within seven (7) days of the acknowledgment of the complaint, an LER staff member will begin efforts to arrange an interview of the complainant. If the complainant desires union representation, the LER staff member will include the appropriate Local 609 representative in the scheduling of the interview. This interview will be scheduled at a date and time mutually agreed upon by all parties necessary to the interview.

Similarly, if a witness in the investigation of the complaint is a Local 609 member and desires union representation in any interview, the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

V. UPDATES TO LOCAL 609

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

VI. FINDINGS/OUTCOME LETTERS

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

VII. CLOSE OUT MEETING

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

VIII. THE TERMS OF THIS AGREEMENT PREVAIL

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

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

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

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

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

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

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

The Union and the District agree to meet to study the current evaluation tools to determine effectiveness and usefulness in guiding employee performance and improvement. The parties agree to meet and recommend changes by June 30, 2018, including improving the evaluation criterion related to attendance. No changes to criteria shall be recommended until the Parties agree.

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

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 609

New Positions within the Nutrition Services Department

New Training Facilities

Seattle Public Schools (SPS) and the International Union of Operating Engineers (the Union), mutually agree to the following new positions and training facilities within the Nutrition Services Department.

New Positions within the Nutrition Services Department

Two (2) new 3.5-hour Float Managers

One (1) additional 3.5-hour Float Assistant

Four (4) 2.5-hour Float Assistants

If it is determined that there is a program need for additional float positions to be increased or decreased, the parties will meet to discuss the addition or reduction of needed positions.

*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**

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

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

Administrative Leave Procedure: Local 609 Employees

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

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

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

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

Superintendent, Human Resources and/or Department Director/Manager is not available).

- b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.
2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30 day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.
3. Administrative Leave is Not Imposed as Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.
4. Employee Rights on Leave. At the time, the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal

belongings, and (5) that s/he can get periodic updates on the status of his or her leave.

5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.
6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.
7. Witness Interviews. Local 609 bargaining unit members interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location that is convenient for them. Local 609 bargaining unit members may bring a Local 609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.
8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

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

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:

Adjusting Hours in the Central Kitchen

Prior to any increases or decreases in the hours of work/staffing assigned to the Central Kitchen the Parties shall negotiate a process for addressing the impacts of such adjustments on employees.

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