



**2020 – 2023 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-B
(Nutrition Services)**

**Includes:
2020 – 2023 Collective Bargaining Agreement
2020 - 2023 Memoranda of Understanding**

2020 - 2023 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 609-B
(Nutrition Services)

Seattle School District Negotiating Team:

Tom Poulos, Chief Negotiator
Linda Sebring
Aaron Smith
Helen Jones
Colleen Carlson

IUOE Local 609 Negotiating Team:

Derek Donley, Chief Negotiator
Denny McKinney
Rich Anderson
Doree Fazio-Young

In witness whereof, the parties hereto have executed this Agreement this 18th, day of November, 2020

Seattle School District No. 1



Denise Juneau
Superintendent
Seattle Public Schools

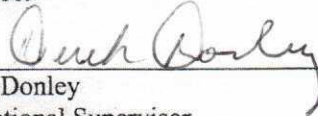


Clover Codd
Chief Human Resources Officer
Seattle Public Schools

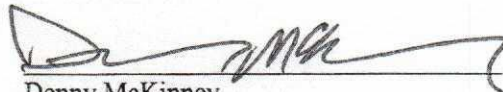


Tom Poulos
Director of Labor Relations
Seattle Public Schools

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



Derek Donley
International Supervisor
IUOE Local 609



Denny McKinney
International Representative
IUOE Local 609



Rich Anderson
International Representative
IUOE Local 609

2020 - 2023 COLLECTIVE BARGAINING AGREEMENT

Nutrition Services

TABLE OF CONTENTS

ARTICLE 1: PARTIES TO THE AGREEMENT.....	1
ARTICLE 2: RECOGNITION	1
ARTICLE 3: APPLICATION OF AGREEMENT.....	1
ARTICLE 4: MANAGEMENT RIGHTS	2
ARTICLE 5: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP.....	4
ARTICLE 6: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT.....	4
ARTICLE 7: PAYROLL DEDUCTION OF UNION DUES	4
ARTICLE 8: COMMUNICATION RIGHT AND PRIVILEGES.....	5
ARTICLE 9: LEAVES FOR UNION ACITIVITIES	5
SECTION A: Eligibility	5
SECTION B: Procedure.....	5
ARTICLE 10: LEAVE FOR BUSINESS MANAGER AND FULL-TIME OFFICER	6
SECTION A: Provisions.....	6
SECTION B: Salary and Benefits.....	7
ARTICLE 11: WAGES AND EMPLOYEE BENEFITS.....	7
SECTION A: Provisions.....	7
SECTION B: Pay Procedures	8
ARTICLE 12: GROUP INSURANCE PROVISIONS.....	9
ARTICLE 13: HOURS OF WORK AND WORK DAY	10
SECTION A: Hours of Work	10
SECTION B: Work Year Calendars	11
SECTION C: Duty Free Lunch.....	12
SECTION D: Rest Breaks	13
SECTION E: Call Back/Extra time	13
SECTION F: Catering Assignments.....	13
SECTION G: Holidays	14
SECTION H: Travel Allowance.....	14
SECTION I: Protection of Employees.....	15
SECTION J: Clothing Allowance.....	16
ARTICLE 14: RETIREMENT BENEFITS.....	16
ARTICLE 15: STAFF ADJUSTMENTS	17
SECTION A: General Provisions	17
SECTION B: Secondary Production Kitchen Manager’s Horus.....	18

SECTION C: Procedures	18
SECTION D: Recall Provisions.....	18
SECTION E: Supervisors	19
ARTICLE 16: VACANCIES, TRANSFERS, AND PROMOTIONS	19
SECTION A: Vacancies	19
SECTION B: Transfers & Promotions	20
SECTION C: Pre-pack Managers to Bulk Programs.....	22
SECTION D: Seniority Listing.....	22
ARTICLE 17: LEAVES	22
SECTION A: Eligibility for Leaves	22
SECTION B: Annual/Emergency Leave	23
SECTION C: Sick Leave	24
SECTION D: Religious Observance Days	25
SECTION E: Adoption Leave	26
SECTION F: Bereavement Leave	26
SECTION G: Jury Duty/Court Proceedings	26
SECTION H: Child Care Leave	27
SECTION I: Long Term Health Leave.....	27
SECTION J: Long-Term Leave Without Pay (not for health reasons)	28
SECTION K: Injury While on Duty	29
SECTION L: Military Leave and Service Credit	31
SECTION M: Leave Sharing.....	31
ARTICLE 18: DISCIPLINE & INVESTIGATION PROCEDURES.....	32
SECTION A: Discipline	32
SECTION B: Investigation Procedures	32
ARTICLE 19: GRIEVANCE PROCEDURES	32
SECTION A: Definition	32
SECTION B: Provisions.....	32
SECTION C: Procedure.....	33
ARTICLE 20: JOB DESCRIPTION	35
ARTICLE 21: LABOR/MANAGEMENT COMMITTEE	35
ARTICLE 22: PERFORMANCE EVALUATION & CORRECTIVE ACTION	35
SECTION A: Performance Evaluation.....	35
SECTION B: Corrective Action	36
ARTICLE 23: EMPLOYMENT RECORD.....	36
ARTICLE 24: LIABILITY COVERAGE AND HOLD HARMLESS.....	37
ARTICLE 25: INCLEMENT WEATHER.....	37

ARTICLE 26: IN-SERVICE TRAINING	38
SECTION A: In-Service Training	38
SECTION B: Cross Training	38
SECTION C: Kitchen Manager Trainers.....	38
ARTICLE 27: TERM AND RENEGOTIATION OF AGREEMENT.....	39
ARTICLE 28: DISTRIBUTION OF AGREEMENT	39
ARTICLE 29: SUPPLEMENTAL EMPLOYMENT STANDARD.....	39
ARTICLE 30: SUMMER EMPLOYEMENT	39
SECTION A : Provisions.....	39
SECTION B : Summer Food Program	40
SECTION C: Leave Benefits.....	40
SECTION D: Discipline or Terminations.....	40
SECTION E : Evaluation.....	40
SECTION F : Long-Term Vacancies Shall be Assigned to Floats:.....	41
SECTION G: Provisions that Apply to Substitutes	41
SECTION H: Provisions that Do Not Apply to Substitutes	41

2020 - 2021 SALARY SCHEDULE

APPENDIX A: 2020-2021 NUTRITION SERVICES SALARY SCHEDULE	44
APPENDIX B: GRIEVANCE REVIEW REQUEST FORM	45
APPENDIX C: CENTRAL PENSION FUND	46

MEMORANDA OF UNDERSTANDING

RE: VIDEO SURVEILLANCE	48
RE: NON-RETALIATION	50
RE: CHANGE OF IMMIGRATION STATUS	51
RE: DISCRIMINATION, RETALIATION, AND HIB COMPLAINT INVESTIGATION PROCESSES	53
RE: EVALUATIONS	55
RE: ADMINISTRATIVE LEAVE	56
RE: ADJUSTING HOURS IN THE CENTRAL KITCHEN	57

2020 - 2023 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-B
(Nutrition Services)

ARTICLE 1: 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 2: 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 3: 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.
- E. 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.
- F. 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 4: 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 and Employee 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 5: 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 6: 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. Nothing contained in this Agreement shall require Union membership of employees
- D. The District shall provide the Union the opportunity to meet with all new hired employees as part of the orientation process.

ARTICLE 7: PAYROLL DEDUCTION OF UNION DUES

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments 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. An employee may cancel their payroll deduction of dues and assessments by written notice to the Union and to the District, with the District stopping dues deductions following written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee. The District will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice from the employee and confirmation from the Union that the cancellation notice is compliant with the terms of the written authorization.
- 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 8: 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 9: 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 10: 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 17 Section K.

ARTICLE 11: WAGES AND EMPLOYEE BENEFITS

SECTION A: Wages

1. During The 2020-21 school year, the base wage rates specified in Appendix A shall be improved by four and one-half percent (4.5%)
2. During the 2021-22 school year the base wage rates specified in Appendix A shall be improved by the state funded and authorized inflationary adjustment. The District's Labor & Employee Relations department and Union leadership may mutually agree to increase the base wage rates of certain classifications that are below market beyond the state funded and authorized inflationary increase. However, absent such mutual agreement, the increases will be based on the state funded and authorized inflationary increase.
3. During the 2022-23 school year the base wage rates specified in Appendix A shall be improved by the state funded and authorized inflationary increase. The District's Labor & Employee relations department and Union leadership may mutually agree to increase the base wage rates of certain classifications that are below market beyond the state funded and authorized inflationary increase. However, absent such mutual agreement, the increases will be based on the state funded and authorized inflationary increase.
4. **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.
5. **Step up pay:** The District may assign temporary "step-up" assignments to employees at its discretion, provided that the employee is qualified to step into the role. In the event that an individual employee (excluding substitutes) 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.
6. **Prorating Pay:** 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.
7. **Certification Pay Increases:** Hourly rate increase will be paid after Nutrition Services receives proof of School Nutrition Association (SNA) certification from the employee. The increase will be 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.

SECTION B: Pay Procedures

1. **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.

2. **Payment Methods.** All employees shall be paid through electronic deposits, except when otherwise approved by the District.
3. **Direct deposit.** All employees are paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.
4. **Pay Statements.** All employees will exclusively receive paperless pay statements.
 - a. **Time Entry:** The District has the right to amend or modify rules and procedures regarding the process for entering time into ESS. The District will provide training or guidance to employees on how to utilize any new time entry procedure.
5. **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.
 - a. **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.
 - b. **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 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. However, overpayments that result from an employee not reporting or entering time in a timely and/or accurate fashion will automatically be deducted from their next pay warrant. For all other overpayments, if no agreement on the overpayment schedule is reached within thirty (30) days of the District providing the Union notice of the overpayment, the District will implement a repayment plan of no more than \$150.00 per month until the balance is repaid in full. Employees who terminate employment with the District prior to paying back the balance of their overpayment will have any remaining balance deducted from their terminal paycheck, to the extent that the amount of the terminal paycheck covers the balance of the overpayment.

ARTICLE 12: GROUP INSURANCE PROVISIONS

- A. Group insurance will be provided through the School Employees Benefits Board (SEBB).
- B. Consistent with the SEBB program, eligibility for District-paid benefits will be determined by the District prior to every school year based on the District's anticipation that the employee will work at least 630 compensated hours per school year.

- C. The Union shall have the right to designate one representative to any District constituted Group Insurance Review committee, to the extent that such a committee is established.

ARTICLE 13: HOURS OF WORK AND WORK DAY

SECTION A: Hours of Work

1. **Provisions:** 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 District has the exclusive right to determine the starting and ending time of all meals served. However, if the Director feels fewer hours are needed at a given location, the District will meet and confer with Local 609 to discuss 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. **Hours Assignments:** Hourly time is assigned by school building Kitchen Managers with approval by the Nutrition Services Director, or designee. No later than the first day of school, Kitchen Managers will submit draft schedules, including start times, rest break(s), meal breaks, and end times to the Nutrition Services Director, or designee, for review and approval or denial. Kitchen Managers may submit mid-school year changes for consideration. The Nutrition Service Director, or designee, reserves the right to modify schedules during the school year. Assigned hours vary from (.5) to eight (8) per day.
3. **Satellite Hours:** 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 split 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. **Work Week:** The normal work week shall be defined as five (5) consecutive days (Monday through Friday) within a seven (7) day period.
5. **Weekend Work for Saturday School:** 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 will be made in accordance with Section F(1) of this Article.
 - c. A work week differential of 10% of regular pay per hour shall be paid for hours outside the normal work week.
6. **Overtime:** 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. **Weekend Work:** Any work performed on Saturday, except as described in Section 5 above, shall be paid at the rate of time and one-half (1 1/2).
 - a. Any work performed on Sunday or holidays shall be compensated at the double time rate of pay. This would be in addition to holiday pay as provided for in Section G of this article.
8. **Overtime Assignment:** No Assistant or Assistant Manager shall work more than the assigned hours per day unless so directed by the school building Kitchen 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.
9. **Time Entry:** The Nutrition Services Department utilizes Employee Self-Service (ESS) for time entry. Each employee shall be responsible for accurately reporting actual hours worked and/or absences each day into ESS. The District has the right to amend or modify rules and procedures regarding the process for entering time into ESS. The District will provide training or guidance to employees on how to utilize any new time entry procedure.
10. **School Closure Reassignment:** 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.
 - a. 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.

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.

SECTION B: Work Year Calendars:

1. **Additional Work Days:** 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.

2. **Deli/Catering:** Staff assigned to the Deli/Catering department will report to work on the date indicated on the work year calendar for the school year to allow for start-up procedures such as cleaning, organizing and food ordering. Deli/Catering staff's last work day for the school year will be indicated on the work year calendar for the school year. Services to the JSCEE staff will begin on the date indicated by the work year calendar for the school year. From this point forward, staff will follow the 220-day work calendar for establishing work days.
3. **School Year Start and End:**
 - a. 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.
 - b. 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.
 - c. 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.

For each of the employees described in this paragraph #3, if the department needs require the start day to be modified, the Nutrition Services Director, or designee, may do so, provided that employees are provided notice prior to the last day of work for the prior school year. If the work year calendar changes due to unforeseen circumstances the District will meet with the Union to bargain the effects.

SECTION C: 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 D: Rest Breaks

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 E: 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, 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 offered 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. Employees will sign up for extra shifts through the online process the District utilizes. The District reserves the right to modify this process at its discretion and will notify employees of any changes. The District will generally give employees up to twenty-four (24) hours prior to the start of the extra work opportunity to sign up as volunteers. If work needs remain after offering work via the volunteer extra work list and there are less than twenty-four (24) hours before the work is needed, the District may mandate employees to report to work, on the rotating basis of inverse seniority, in accordance with section (a) “extra time” above.

SECTION F: Catering Assignments

1. **Parameters:** The District will utilize the Nutrition Services department for all events on District property, funded by tax or grant money controlled by the District, or that utilize District kitchens. However, outside catering may be permitted for any events or District sponsored meals outside of the school day, provided that the Nutrition Services Director has notified the client that the Nutrition Services department is unable to cater the event.
2. **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, with preference granted by seniority, overtime status, and qualifications to perform the work. If the client hosting the event requests a specific Nutrition Services employee, the District may grant that employee

preference for the work. If they decline the work or there is additional work, it will be offered through the volunteer extra work list.

3. **Testing, training and demonstrations:** These events will be conducted primarily by the District Chef. The District Chef has the discretion to determine the amount of staff needed, if any, as well as necessary labor hours, for the testing/training/demonstration.
 - a. If the District Chef determines they require assistance, they will first offer the opportunities to bargaining unit staff utilizing the extra shift volunteer process described in Section E above.
 - b. Employees will be paid for all time spent in trainings, both in person and otherwise.
4. These provisions supersede any previously executed settlement agreements, past practices, or memoranda of understanding/agreement between the parties addressing catering of District events on or off District premises.
5. **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, 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 work day before and the work day after a holiday in order to be paid for the holiday.
3. Holidays shall be compensated based on their assigned hours.
4. 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 \$250.00. Each year thereafter the allowance will be increased by the State authorized and funded inflationary increase. Employees are required to adhere to the Dress Code-Standard of Appearance for the Nutrition Services Department, which may only be modified once per year, prior to the start of the school year.
2. Employees who come to work in unacceptable clothing will be sent home to change.

ARTICLE 14: RETIREMENT BENEFITS

- A. 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.
- B. 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.
- C. 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.
- D. The continuation of this Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.21 0.
- E. 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.
- F. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)
 1. 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.

2. 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.
3. 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.
4. 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 15: STAFF ADJUSTMENTS

SECTION A: General Provisions

1. **Staff Adjustment:** 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.
2. **Restoration of Hours:** 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.
3. **Notice:** 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.

SECTION B: 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.

SECTION C: Procedures

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.
5. 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.

SECTION D: 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 give 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.

SECTION E: Supervisors:

It is recognized that Nutrition Services 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 16: VACANCIES, TRANSFERS, AND PROMOTIONS

SECTION A: Vacancies

1. **Notice of Vacancies:** Nutrition Services Department vacant positions, shall be posted on the District Web Page. Notice of the postings of these vacant positions will be communicated to Nutritional Services employees via District email. The District may utilize text and phone calls to notify employees, to the extent that employees have opted for these methods of communication. Notice of postings shall be made 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 for at least one (1) week prior to the testing, interviewing, and filling of the position. .
 - a. 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 work year calendar for the school year. Positions becoming available during the school year shall be published at least two weeks prior to filling the position and may be posted and filled during the summer.

- b. Within the various hours assigned for assistants, each level of assigned hours shall be handled as if they were separate job titles.
2. **Preference for displaced employees:** 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.
3. **Timing for filling Vacancies:** 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.
4. **Promotional Opportunities:** The District and the Union agree that the most qualified person should be selected for District vacancies. The District and the Union 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.
5. **Offers to Probationary employees:** 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.
6. **Hours increases:** 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. **Transfers:** Employees desiring transfers must apply in the same manner as all other applicants. However, if an employee seeking a transfer and the Nutrition Services Director, or designee, mutually agree, an employee may transfer without going through the application process. An employee in this situation must indicate their desire to transfer in writing to the Nutrition Services director or designee prior to the posting of the position. If there are multiple transfer requests, they will be honored based on seniority and qualifications. This process also applies to employees seeking to transfer into a position of lower pay.

- a. Lateral transfers will be limited to one per school year unless otherwise mutually agreed.
 - b. Employees on trial period are not eligible for transfer or promotion unless mutually agreed.
2. **Hiring:** Once a position posting is closed, the District will schedule interviews with all internal applicants and any qualified external applicants. The District will then offer the position to the most qualified candidate, after conducting interviews. Among equally qualified external and internal applicants, the District will give preference to internal candidates. The Nutrition Services Director, or designee, has the final say in determining qualifications at all stages of the transfer and hiring process. Promotions to higher salary classification are earned by successfully interviewing and being selected for a more responsible position.
3. If two or more employees who have been interviewed for vacant bargaining unit positions score equally during the interview process, their position on the grid shall be the tie-breaker to determine which employee is offered the positions:
 - a. Seniority in job title; 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. 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.
4. **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.
5. 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 from the initiation of the Work Improvement Plan or failed probationary period and must demonstrate efforts to improve skill and competency through participation in professional training.

6. **Disciplinary Transfers:** The District has a right to transfer an employee laterally as part of any corrective action, provided the corrective action is issued for just cause. Additionally, the District has the right to transfer an employee laterally even where there is no discipline/corrective action, if the reason for the transfer is to end a disruption in the educational environment, as determined by the District. The employee will experience no loss of compensation as a result of the transfer.

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 herein; upon successful completion of the probation will continue in the assigned status. Should the employee not complete probation successfully, staff adjustment procedures will occur.
5. If the 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:
 - Starting-date in current job title;
 - Starting date in District service;
 - Assigned hours;
 - Employee last name; and,
 - Assigned location.
4. Starting dates will be adjusted for interrupted service.

ARTICLE 17: LEAVES

SECTION A: Eligibility for Leaves

1. **Pay for Leave Days:** Leave days earned/granted shall be in proportion to the employee's assigned work hours.

2. **Unpaid Leaves:** 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:** 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. **Accrual:** 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. **Request Process:** 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:
 - i. the number of employees already granted Annual Leave requests;
 - ii. the availability of a trained substitute; and,
 - iii. 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:

- i. No employee shall utilize Annual Leave for more than more than five (5) consecutive working days per year;
 - ii. 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;
 - iii. 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. **Utilization:** 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. **Accrual:** 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. **Rollover:** 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. **Utilization:** 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 Article 17-B-3-a and b.

4. **Transfer of Sick Leave:** 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. **Notification:** 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. **Proof of Illness:** If repeated patterns of absences or tardiness are identified, a physician's certification of illness may be required for authorization of additional Sick Leave usage.
7. **Sick Leave While on Annual Leave:** If employees become ill or are injured while on Annual Leave, they may, draw upon accumulated Sick Leave to cover the period and have their Annual Leave restored by an equal amount of time. If they wish to utilize Sick Leave for more than three (3) consecutive days during this period, the District has a right to require that the employee to present a doctor's certificate verifying such illness or injury. The provisions of #6 above apply to sick leave used while on annual leave.
8. **Length of Sick Leave:** 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.
9. **Short-term Leave:** 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. **Utilization:** 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.
 - a. 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. **Utilization:** 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. **Extensions:** In cases where emergency factors, long distances (200 miles or more from the employee's home), 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. **Applicable Family Members:** 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. **Granting:** 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. **Utilization:** In addition to the child care provisions contained in Section 17-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. Employees are eligible to receive Child Care Leave without pay. Child Care Leave without pay is available to parents or guardians of natural or adopted children. 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.
2. **Return to Work:** 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.
 - a. 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.

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. **Utilization:** 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. **Return to Work:** 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 Utilization:** 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. **Position Protection:** 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. **Return to Work on Reduced Schedule:** 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. **Eligibility:** 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. 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.
 - a. 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.
 - b. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make a written request for an extension.
2. **Request Process:** 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. If, after receiving written approval, the employee notifies the District that they no longer wish to take the leave, the leave will be considered cancelled. If the employee later informs the District that it wants to take

the leave that was approved but then cancelled, The District may approve or deny the leave at its discretion.

3. **Length of Leave:** 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. **Return to Service:** 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.
 - a. 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.
5. **Sick Leave:** Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
6. **Benefits Coverage:** 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.

SECTION K: Injury While on Duty

1. **Reporting:** Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. **Pay for injury-related absences:** 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:** 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. **Disputes:** 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 19.
 5. **PERS:** 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 (or managers) 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. **Applying for Vacancies:** 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. **Release for Appointments:** 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 18: DISCIPLINE & INVESTIGATION PROCEDURES

SECTION A: Discipline

1. **Just Cause:** 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 grievance/arbitration procedure in the Agreement.
2. **Informal Resolutions:** 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. It is the employee's responsibility to notify the District if they desire union representation.
3. **Administrative Leave:** 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. 56).
4. Discipline will be carried out in accordance with Board Policies and accompanying Superintendent Procedures on: Hostility, Defamation or Discrimination and Anti-Harassment, for allegations within the purview of those policies.

SECTION B: Investigation Procedures

1. **Oversight:** Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.
2. **Supervisor Involvement:** 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 19: 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. **Expediency:** The adjustment of grievances shall be accomplished as rapidly as possible.
2. **Processing:** 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. **District Response Deadlines:** 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. **Union Response Deadlines:** Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
5. **Formal Steps:** The Union shall be responsible for moving grievances beyond the informal step.
6. **Meeting Timelines:** 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 and Employee Relations.
7. **Grievance Steps:** If a grievance has not been adjusted to the Union's satisfaction after the informal or Step 1 meeting, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. **District Response Deadlines:** 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. **Deadline for Movement to Arbitration:** 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. **Participation:** The Union may include at any step in this process any witness who is willing to participate.
11. **No Reprisal:** Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. **Exclusion:** Excluded from the grievance procedure shall be matters for which law mandates another method of review.
13. **Record Keeping:** 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. **Mediation:** 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.

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 20: 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 is 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 21: 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 22: PERFORMANCE EVALUATION & CORRECTIVE ACTION

SECTION A: Performance Evaluation

1. **Probation:** 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. **Evaluation:** Assigned employees shall be evaluated annually.
 - a. Employees shall be provided a copy of their annual job performance appraisal.

- b. 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:
 - i. Actions which necessitated probation;
 - ii. Areas for improvement and the disciplinary action which will result if improvement is not made;
 - iii. Term of probation; and,
 - iv. 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 23: EMPLOYMENT RECORD

- A. **Materials in the File:** 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.
 1. 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.
- B. **Retention of materials in the File:** Documents referred to in #1 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.

- C. **Stale Discipline:** 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.
- D. **Removal of Stale Discipline:** 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.
- E. **Release of Records:** 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 24: 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 25: INCLEMENT WEATHER

1. **Notice:** 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.
2. **Pay for Employees Utilizing Public Transportation:** Employees who use public transportation to travel to work may qualify for two (2) hours "show up pay" if the following conditions are met:

- a. 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
- b. The public notice of school closure was provided less than one and one-half (1.5) hours prior to the start of the employee's individual shift, and
- c. The employee actually reports to the school site within 30 minutes of the start of the employee's individual shift.

ARTICLE 26: IN-SERVICE TRAINING

SECTION A: In-Service Training

1. **Mandatory Training Hours:** 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 be compensated for attending the eight (8) hour certification courses such as Basic Nutrition, and ServSafe or Serving it Safe, which may be offered twice per year.
2. **Mandatory Meetings:** The District reserves the right to schedule mandatory meetings during the school year, provided that the employees receive one (1) month's notice. Employees will be paid for attendance at such meetings and will not be paid less than two (2) hours per meeting. Mandatory training hours are considered hours of work for the purposes of calculating overtime.
3. **In-Service Training:** Some 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.

Participants shall be compensated as though they were performing regularly assigned duties.
4. **Voluntary Training:** 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 twenty-six (26) hours of training time. Employees must receive prior approval from their supervisor in order to receive compensation for the voluntary training. Voluntary training hours are not considered hours of work for the purposes of calculating overtime.

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 27: TERM AND RENEGOTIATION OF AGREEMENT

- A. **Duration:** This agreement is effective when signed by both parties and runs through August 31, 2021.
- B. **Renegotiation:** 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 28: DISTRIBUTION OF AGREEMENT

- A. **Master Copy:** 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. **Distribution:** Responsibility for distribution of the Agreements shall be borne by the Union.
- C. **Web Access:** This Agreement may be posted on the District Intranet and Internet sites.

ARTICLE 29: 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 30: SUMMER EMPLOYMENT

SECTION A: Provisions

- 1. **Application for Summer Work:** Employees who are interested in working in hourly positions as custodians 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. **Granting of Positions:** 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. **Evaluations:** Staff who work in supplemental positions will be subject to review the evaluation process.

SECTION B: 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:** Staffing (including the number of positions to be filled) for the Central Kitchen Summer Food Program will be determined by the Nutrition Services Director.
2. **Pay:** Managers and Assistant Managers will be paid at their current salary.
3. **Selection:** 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. **Summer Deli/Catering Program:** 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.

SECTION C: Leave Benefits:

A substitute shall be credited with sick leave in accordance with Article 17 § C.

SECTION D: Discipline or Termination:

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 19, 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, then 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 substitutes:

- Article 1, Parties to the Agreement
- Article 2, Recognition
- Article 3, Application of the Agreement
- Article 4, Management Rights
- Article 5, Noninterference Rights of Union Membership
- Article 7, Payroll Deduction of Union Dues
- Article 8, Communication Rights and Privileges
- Article 9, Leaves for Union Activities
- Article 10, Leave for Business Manager and Full-Time Officer
- Article 20, Job Description
- Article 21, Labor/Management Committee
- Article 23, Employment Record
- Article 24, Liability Coverage and Hold Harmless
- Article 26, In-Service Training
- Article 27, Term and Renegotiation of Agreement
- Article 28, Distribution of the Agreement
- Article 29 Supplemental Employment Standards
- Article 30, 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 Evaluations
- 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 11, 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
- o § B does not apply.
- o § 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
- o § D applies in total
- o § E applies in total
- o § F applies in total
- o § G does not apply
- o §§ H and I apply in total
- o § J applies to represented substitutes in their second year of representation if they worked at least 100 hours the previous year
- o § K applies.
- Article 15, Staff Adjustments does not apply
- Article 16, Vacancies, Transfers, and Promotions: Section A applies in total, §§ B-D do not apply except as referenced in § A.
- Article 17, Leaves:
 - o § A (1) and (2) apply in total. §A (3) does not apply. §B does not apply.
 - o § C applies.
 - o § D does not apply.
 - o § E does not apply.
 - o § F does not apply.
 - o § G (1, 3 and 4) do not apply. § G (2) applies to substitutes.
 - o § H does not apply.
 - o § I does not apply except to the extent that a substitute is eligible for FMLA.
 - o § J does not apply.
 - o § K does not apply, except to the extent that substitutes are eligible for worker's compensation benefits for work place injuries.
 - o § L applies in total.
 - o § M does not apply.
- Article 18, Discipline and Investigation Procedures, is superseded by Section B in this article, except Article 18, § 4 applies in total.
- Article 19, Grievance Procedure, applies, except to the extent is limited by Section B of this article.
- Article 22, Performance Evaluation and Corrective Action, is superseded by Section C of this article.
- Article 25, Inclement Weather, does not apply.
- Appendix B applies except to the extent it is superseded by Section B of this article.

- Appendix C, Central Pension Fund Agreement, does not apply.
- MOU on Evaluations applies.

APPENDIX A
2020-21 NUTRITION SERVICES SALARY SCHEDULE (FS1)

**includes a 4.5% negotiated increase*
Effective 9/1/2020

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Central Kitchen Manager								
Central Kitchen Operations Manager	\$ 25.10	\$ 25.85	\$ 26.62	\$ 27.37	\$ 28.49	\$ 28.98	\$ 29.80	\$ 30.69
Central Kitchen Coordinator	\$ 23.32	\$ 24.05	\$ 24.78	\$ 25.52	\$ 26.29	\$ 27.08	\$ 27.90	\$ 28.72
Catering/Dining Coordinator	\$ 21.18	\$ 21.85	\$ 22.50	\$ 23.22	\$ 23.85	\$ 24.59	\$ 25.34	\$ 26.10
Secondary Managers								
Secondary Manager Over 500	\$ 21.18	\$ 21.85	\$ 22.50	\$ 23.22	\$ 23.85	\$ 24.59	\$ 25.34	\$ 26.10
Secondary Manager Under 500	\$ 20.57	\$ 21.19	\$ 21.85	\$ 22.48	\$ 23.19	\$ 23.84	\$ 24.57	\$ 25.32
Other Positions								
Float Manager	\$ 19.97	\$ 20.52	\$ 21.14	\$ 21.80	\$ 22.44	\$ 23.13	\$ 23.78	\$ 24.52
Central Kitchen Lead	\$ 19.40	\$ 19.88	\$ 20.37	\$ 20.91	\$ 21.47	\$ 22.10	\$ 22.75	\$ 23.42
Assistant Manager	\$ 18.37	\$ 18.82	\$ 19.27	\$ 19.80	\$ 20.36	\$ 20.92	\$ 21.55	\$ 22.20
Bulk Floating Satellite Manager Over 300	\$ 18.56	\$ 18.99	\$ 19.43	\$ 20.02	\$ 20.53	\$ 21.09	\$ 21.67	\$ 22.30
Bulk Floating Satellite Manager Under 300	\$ 18.10	\$ 18.51	\$ 19.05	\$ 19.49	\$ 20.05	\$ 20.54	\$ 21.14	\$ 21.78
Prepack Satellite Manager Over 200	\$ 18.10	\$ 18.51	\$ 19.05	\$ 19.49	\$ 20.05	\$ 20.54	\$ 21.14	\$ 21.78
Prepack Satellite Manager Under 200	\$ 17.86	\$ 18.33	\$ 18.98	\$ 19.30	\$ 19.80	\$ 20.37	\$ 20.83	\$ 21.45
Central Kitchen/Deli/Catering Assistant	\$ 17.67	\$ 18.15	\$ 18.71	\$ 19.12	\$ 19.60	\$ 20.17	\$ 20.64	\$ 21.26
Float Lunchroom Assistant	\$ 17.56	\$ 18.02	\$ 18.57	\$ 19.00	\$ 19.46	\$ 20.03	\$ 20.48	\$ 21.10
001 Lunchroom Assistant	\$ 17.49	\$ 17.95	\$ 18.41	\$ 18.92	\$ 19.34	\$ 19.92	\$ 20.39	\$ 21.04
Substitute (represented)	\$ 17.36							

- Employees who have worked in a Nutrition Services assigned position for 20 or more years as of 9/1 shall receive an additional:
 - \$0.39 per hour
- 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 \$0.28 per hour
 - SNA Level 2 Certificate will be paid an additional \$0.67 per hour
 - SNA Level 3 Certificate will be paid an additional \$1.18 per hour
 - SNA Level 4 Certificate will be paid an additional \$1.66 per hour
- 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.
- Prepack Satellite, Bulk Floating Satellite, and Secondary Managers selected as Manager Trainers will be paid an additional \$1.50 per hour while training.
- Premiums (e.g., certifications, seniority) are in addition to base hourly rates; and annual step increases apply in subsequent year, per settlement agreement.



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

2020-2023

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.

2020-2023 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

Evaluations

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
2020-2023**

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 (8/31/2023) 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
2020-2023

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

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

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 609
CONCERNING CHANGE OF IMMIGRATION STATUS
2020-2023

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

Statement of Intent

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

Notification to Union

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

Time off

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

Reemployment Within 12 Months

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

Reemployment within 24 months

In the event that an employee who has completed the probationary period is terminated

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

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

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

1. 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.

2. 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.

3. 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.

4. 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

5. UPDATES TO LOCAL 609

Once the interview of the complainant is completed, an LER staff member will update the appropriate Local 609 representative on the status of the investigation upon request, but no more than every other week. These updates may be provided by email.

6. 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.

7. 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

8. 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
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
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 Chief Human Resources Officer, or designee, has the right to place an employee on administrative leave at their discretion, provided that they have notified the Union prior to the decision. Employees will be paid their base pay at their assigned FTE while on administrative leave. Any applicable step increases or salary adjustments will be included, but extra work opportunities will not.

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.

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.

Leave due to External Investigations: The District may place employees on administrative leave as a result of criminal or civil investigations being conducted by third parties. Employees placed on administrative leave for this reason shall only be paid at their base pay and assigned FTE for up to twenty-four (24) months, after which the employee will be placed on unpaid administrative leave. If the District takes no corrective action based on the findings of the third party investigation, then the employee will be made whole for the duration of any unpaid administrative leave.

*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 beyond 1.5 hours per day for any staff 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.