



# **SCHOOL BOARD ACTION REPORT**

**DATE:** March 7, 2018  
**FROM:** Dr. Larry Nyland, Superintendent  
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**For Introduction:** March 21, 2018  
**For Action:** March 21, 2018

## **1. TITLE**

Approval of four separate successor collective bargaining agreements between Seattle Public Schools and International Union of Operating Engineers, Local 609 for September 1, 2017 through August 31, 2020.

## **2. PURPOSE**

Covering:

- Unit A, Custodial Engineers and Gardeners
- Unit B, Nutrition Services
- Unit C, School Security Specialists
- Alarm Monitors and Security Response Specialists

This Board Action Report initiates approval of four successor collective bargaining agreements negotiated between representatives of The International Union of Operating Engineers, Local 609 and Seattle School District No. 1. The agreements are each for a three-year period commencing September 1, 2017 and ending August 31, 2020. The agreements include inflationary wage increases, improvements in employee working conditions, and improvements in labor-management communications and problem resolution. Ratification of these agreements occurred at a union membership meeting on March 10, 2018.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to execute a contract with each of the four collective bargaining agreements identified as Unit A, (Custodial Engineers and Gardeners), Unit B, (Nutrition Services), Unit C (School Security Specialists), and the Fourth Unit (Alarm Monitors and Security Response Specialists) with the wage schedules and other attachments in the form of the draft Agreements for the period September 1, 2017 through August 31, 2020 as attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contracts. Immediate action is in the best interest of the District.

## **4. BACKGROUND INFORMATION**

- a. **Background.** The current Collective Bargaining Agreements between Seattle School District No.1 and the International Union of Operating Engineers, Local 609 expired according to their terms on August 31, 2017. By operation of state law the provisions of

the Agreements remained in effect governing the relationship between the parties pending the negotiation of new agreements. Representatives of the parties reached final agreement on the terms of new three-year agreements at a meeting on February 28, 2018. The agreements establish a general wage pattern as follows: effective 9/1/2017 - 3% general wage increase with limited additional modifications; effective 9/1/2018 - 3% general wage increase or the increase in CPI whichever is greater; effective 9/1/2019 - 3% general wage increase or state designated inflationary adjustment whichever is greater plus any increase provided by contract for the prior year which is not allowed by state law. Additional modifications are described in the local 609 economic package summary attached hereto.

The agreements also outline process relating to group insurance contributors and enrollment in the Voluntary Employees Beneficiary Association (VEBA). The agreements also incorporate a number of improvements in contract clarity, department operations, and communications between represented employees and/or their representatives and district managers and supervisors.

These contracts set out the compensation structure, time off benefit rights and other working conditions of employees that perform vital services in support of student education. The custodial engineers and gardeners ensure that students have a clean, temperature appropriate learning environment set in attractive surroundings. Nutrition services employees see to it that students have access to breakfast and lunch to allow them to address their learning without the distraction of feeling hungry. The security employees see to it that students and staff can engage in learning/teaching inappropriately safe classrooms, gymnasiums and other activity areas. We are pleased that the Local 609 negotiating team, chaired by Mike McBee, willingly worked with District negotiators over a period of approximately 10 months to successfully resolve issues important to both parties in an attempt to maximize the quality of these support services provided to students and the community.

- b. **Alternatives.** Negotiators for both the district and the union engaged in extensive preparation and entered into collective bargaining with an exchange of proposals on June 20, 2017. Thereafter the teams met to fully understand and resolve the many issues which each side had requested to open for bargaining. The teams met 3 to 4 times each month for joint bargaining sessions of 2 to 6 hours in duration. Failure to enter into an agreement would result in an impasse in negotiations leading to further expense in negotiations, mediation or other impasse resolution processes. The absence of an agreement would result in a strained relationship between the parties, resulting in an increase in the number of grievances or other workplace disagreements.
- c. **Research.** Generally, the provisions of these agreements were negotiated mindful of increases in compensation occurring for like employees in the Seattle labor market while balancing competing pressures for scarce resources. The nutrition services contract was significantly impacted by the 3% increase in the Seattle minimum wage which went from \$15 per hour to \$15.45 per hour. Nutrition services positions in general are closely related to the minimum wage positions impacted by the ordinance. Thus, the entire nutrition services salary schedule was accordingly increased 3% effective September 1, 2017 and

contract language recognizes that future increases in the minimum wage may have an impact on the nutrition services compensation structure.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be:

General Wage Increases	
2017-18:	\$898,489
2018-19:	\$1,744,639
2019-20:	\$2,543,370
Total	\$5,186,497

Unit A – Facilities – Adjustments beyond General Wage Increase: \$492,191  
Unit B – Nutrition Services – Realignment: \$27,588

Grand Total Fiscal Impact: \$5,706,277

The revenue source for this motion is the District general fund. Details are provided in the attachment “Local 609 Economic Package.”

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Pursuant to state law, collective bargaining between the school district and the union representing its employees is to be carried out by representatives of the District and the applicable Union.

**7. EQUITY ANALYSIS**

This agreement essentially maintains the status quo with inflation related to adjustments to compensation. The collective bargaining agreements treat all employees in the bargaining groups equally without regard to protected status. Certain entry-level positions received additional

compensation increases. All of these bargaining units include a higher representation of persons of color than the District overall.

**8. STUDENT BENEFIT**

Employees covered by these agreements are responsible for providing school meals across the district and are instrumental in maintaining safe, healthy and appealing learning environments for students.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. 5020, Collective Bargaining, provides the Board shall approve these items.
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Approval of these Agreements complies with Board Policy Number 5020, Collective Bargaining.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at The Board Executive Committee meeting on March 15, 2018. The Board Executive Committee reviewed the motion and moved the item forward for consideration by the full Board.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, and execution of the agreements, the district payroll office will implement the September 1, 2017 salary increases to be paid on the April 2, 2018 pay warrant. Other provisions of the Agreements will be implemented in accordance with the effective dates identified in the documents.

**13. ATTACHMENTS**

- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers, Local 609 – A (Custodial Engineers and Gardeners) – clean (for approval)

- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers, Local 609 – B (Nutrition Services) – clean (for approval)
- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Local Number 609 – C (School Security Specialists) – clean (for approval)
- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Local Number 609 (Alarm Monitors and Security Response Specialists) – clean (for approval)
- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers, Local 609 – A (Custodial Engineers and Gardeners) – redline (for reference)
- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers, Local 609 – B (Nutrition Services) – redline (for reference)
- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Local Number 609 – C (School Security Specialists) – redline (for reference)
- 2017 – 2020 Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Local Number 609 (Alarm Monitors and Security Response Specialists) – redline (for reference)
- Local 609 Economic Package - (for reference)



SEATTLE  
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# 2017-2020 Collective Bargaining Agreements

## International Union of Operating Engineers, Local 609

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For questions and more information about this document, please contact the following:

Stan Damas  
Executive Director, Labor & Employee Relations  
[ssdamas@seattleschools.org](mailto:ssdamas@seattleschools.org)

The four agreements attached to this board action report, one each for custodial engineers and gardeners, nutrition services, security specialists, and alarm monitors, each govern the relationship between the international union of operating engineers, local 609, which represents the employees for purposes of collective-bargaining, and the Seattle school district number 1. Each of the contracts provides a variety of mechanisms for dialogue and communication between district representatives, the union, and employees in various capacities. These mechanisms include grievance procedures and various labor-management committees or conference opportunities. The agreements also set forth the compensation for each of the groups of employees, the time off benefits available for those employees, and various protections and rights in connection with their employment. These agreements are for three-year period commencing on September 1, 2017 and terminating August 31, 2020.



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

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

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

**Seattle School District Negotiating Team:**

Lorraine Wilson, Chief Negotiator  
Stanislaw Damas  
Pegi McEvoy  
Bruce Skowyra  
Larry Dorsey  
Teresa Fields  
JoLynn Berge  
Mark McCarty  
Nate VanDuzer  
Patricia Dorgan  
Denise McElhinney  
Trina DeBiase

**IUOE Local 609 Negotiating Team:**

Mike McBee, Chief Negotiator  
David Westberg  
Jennifer Francis  
Rachel Buck

In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March 2018.

**Seattle School District No.1**

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

\_\_\_\_\_  
Dr. Larry Nyland  
Superintendent  
Seattle Public Schools

\_\_\_\_\_  
Rachel Buck  
President  
IUOE Local 609

\_\_\_\_\_  
Clover Codd  
Assistant Superintendent of Human Resources  
Seattle Public Schools

\_\_\_\_\_  
David Westberg  
Business Manager  
IUOE Local 609

\_\_\_\_\_  
Mike McBee  
Recording and Corresponding Secretary  
IUOE Local 609



**2017-2020 COLLECTIVE BARGAINING AGREEMENT  
Custodial Engineers and Gardeners**

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

**ARTICLE I: PARTIES TO THE AGREEMENT**

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

**ARTICLE II: RECOGNITION**

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

**ARTICLE III: APPLICATION OF AGREEMENT**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article 1 shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.
- B. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.
- C. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Union. Such alterations, changes, additions or deletions shall expire with this Agreement. Memoranda of understanding executed prior to the effective date of this Agreement are null and void.

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

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

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

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

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

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
1. The right of the District to hire, terminate, suspend, transfer, promote, demote, or discipline employees for proper cause;
  2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment;
  3. The right to determine the starting and quitting time and the number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to the Fair Labor Standards Act; and,
  4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.
- B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the district's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.
- C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing facilities services to support the needs of schools and departments of the District.
1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Facility Operations Department (FOD) to provide facility services for the needs of students, staff and community members in schools and departments of the District.

2. **Service Expectations.** The types of services, and the level expected are defined in Cleaning Cycle Territory Reports, Task Lists, preventative maintenance requirements, and other documents describing the services to be provided. They are to be communicated to the employees covered by this agreement as well as the customer representatives in the schools and departments to assure common understanding of expectations.
  3. **Communications.** Routine communication regarding coordination of service needs and service delivery within the established service expectations should occur between the customer site representative, usually the principal or department head or designee, and the Local 609 bargaining unit employee in charge of facilities services at a site (usually the Custodial Engineer). This would include communication about the scheduling or timing of needed services (for example, the timing of an assembly on any given day, but not the adjusting of a cleaning schedule or special requests consistent with the scope of service). Such communication should also include the initial discussion of concerns about a service request or the quality or level of service provided. Whenever a question or concern is not resolved by such discussion to the satisfaction of either the customer representative or the Local 609 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the FOD. This is consistent with the expectation that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor Relations Department and Union.
  4. **Supervision.** The Local 609 bargaining unit employees covered by this agreement are employed by the Facilities Operations Department and supervised by a chain of command within that Department. The Chain of Command is as established by the FOD, and in consultation with the Union clearly communicated to employees covered by this Agreement as well as customer representatives annually and as needed. Supervisors and managers are defined for purposes of management decisions as administrative employees who are not members of the Union.
  5. **Evaluation.** Performance evaluation of Local 609 bargaining unit employees covered by this Agreement are to be conducted by the chain of command in the FOD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the FOD in consultation with the Union. Customer site representatives may provide input to the FOD regarding the performance of Local 609 members working at the customer's site.
- D. The above statement of Management Rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either Management or the Union.
- E. The District has the responsibility to provide an explanation to the employee and Union representative prior to changes in rules, or mutually agreed to past practices.

- F. The exercise of the Management Rights herein does not modify the employee's right to appeal through the Grievance Procedure, when such exercise violates the letter and intent of this Agreement.

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

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

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

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

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

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes in dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to

it in error on account of the check off provisions upon presentation of proper evidence thereof.

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

- A. The Union shall have the right to post notices of their activities and matters of organization concern on a bulletin board in the employees' work area.
- B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members in District facilities, such authorized agents shall check in at the building office to be directed into the District facility.
- C. The Business Manager/designee is invited to participate as an observer in regularly scheduled general custodial and/or gardener meetings.
- D. The Union may designate one (1) custodial employee, per shift, as a steward for each nine (9) school buildings and one (1) gardener employee as a steward for each crew; provided that the Union may designate a temporary steward to act for any regular steward who is absent for any reason. The Union will notify the District of the designated stewards and the effective appointment date(s).

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

### **SECTION A: Eligibility**

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

### **SECTION B: Procedure**

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



Engineers and Gardeners), No. 609-B (Nutrition Services), No. 609-C (School Security Specialists) and Security Response Specialists and Alarm Monitors for the purposes of meeting with the District's representative(s) to resolve grievances, to represent members and their interests with the employer or negotiate collective bargaining agreements.

- a. In situations where a substitute is not feasible due to the member's unique work skills (or a substitute is not available) to cover for the union member's union release time, the District will pay the employee's regular hourly rate for the union release time; however, such days will be counted against the combined substitute pool days on the same basis as if a substitute were utilized.
  - b. Where a substitute is not feasible due to the member's unique work skills, the District may request that the member be recalled to work at the District for situations mutually agreed upon by the district and Union, in writing. When such member is recalled to work at the district, the member's Union release on that day will not be charged against the pool of substitute days.
  - c. The pool of substitute days for union release time will not be charged for situations where the District has cancelled a scheduled meeting with less than one (1) workdays advance notice.
4. Should the Superintendent's office or other senior District representative (Directors of: Labor Relations, Human Resources, Facilities etc.) require the assistance or attendance of any official of Local No. 609, the substitute, if needed will be paid for by the District.

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

### **SECTION A: Provisions**

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

## SECTION B: Salary and Benefits

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

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

### SECTION A: Wages

1. The 2017-2018 Salary Schedules shall be as shown in Appendices A, B and C.
2. During the 2018-19 school year, the base wage rates, premiums and the like specified in Appendixes A, B, and C shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates, premiums and the like specified in Appendix A, B, and C shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:  
The increase will be in addition to the increments called for by XII-A-5, below.
  - a. Prior to effectuating the state-designated new increases pursuant to 2 and 3, above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a current negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.
  - b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school District classified staff for the duration

of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

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

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

4. Pay Procedures:

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

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

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

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

8. Holidays and Rate of Pay

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

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

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

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



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

#### SECTION B: Group Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION C: Protection of Employees and Personal Property

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

1. The District shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of his/her duty or in transit to or from his/her place of assignment when such loss or damage is willfully and maliciously inflicted by a student or by persons unknown on school premises while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of the usual two hundred fifty dollars (\$250) insurance deductible. The District shall provide an additional sum of \$7,000 annually to cover all International Union of Operating Engineers, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 and he/she has a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing

reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.

2. There shall be no reimbursement for loss of cash.
3. Personal equipment used for work purposes must have the prior approval of the supervisor.
4. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before becoming eligible for reimbursement under this Article.
5. There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Property Loss or Damage form. These forms shall be supplied to all schools.
6. The employee shall immediately report any assault suffered by him/her in connection with District employment to the principal or other immediate superior and cooperate fully in the completion of written and oral reporting procedures.
7. Employees in this bargaining unit are not expected to perform duties normally performed by Safety and Security personnel.

#### SECTION D: Retirement Benefits

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

Post-Separation Health Reimbursement Arrangement Plan (the “Plan”) pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.

- b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
- c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.
- d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

#### SECTION E: Safety Equipment and Clothing Allowance

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

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

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

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

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

Bids may be made for:

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

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

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

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

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



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

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

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

#### SECTION B: Seniority Listing

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

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

#### SECTION A: Work Shifts

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

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

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

#### SECTION B: Duty-Free Periods

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

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

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

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

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

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

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

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

## **ARTICLE XVI: LEAVES**

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

1. 76 Leave days earned/granted shall be in proportion to the employee's assigned work hours.
2. The District does not grant short term voluntary days off without pay except in unusual circumstances. Requests for long term (more than ten [10] work days) leaves of absence in accordance with Sections H, I and J of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.
3. Long Term Leave Without Pay (not for health reasons) covered under Section J of this article will not be granted for employees whose performance has been evaluated unsatisfactory and/or placed on probation or employees currently subject to disciplinary action.

### **SECTION B: Sick Leave**

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

1. Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service or major fraction thereof to be used as set forth in 3 below.
2. Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee or any other purpose in accordance with federal and/or state law.
4. Accumulated Sick Leave, under this provision shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.

5. An employee who anticipates the necessity for taking a short-term health leave shall notify his/her immediate supervisor at least three (3) working days before taking the leave. In cases of personal illness, when it is not possible to give three (3) days' notice the employee shall notify his/her immediate supervisor as soon as possible.
6. After the fifth (5<sup>th</sup>) consecutive day of absence on Sick Leave, a physician's certification of illness may be required unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Section C.10, of this Article. If repeated patterns of absences are identified, a physician's certification of illness may be required.
7. If employees become ill or are injured while on Annual Leave, they may, upon presentation of a doctor's certificate verifying such illness or injury, draw upon accumulated Sick Leave to cover the period and have their Annual Leave restored by an equal amount of time.
8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after student calendar breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees are to contact the Facility Supervisor to verify their status no less than weekly unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Article XVI, Section C.1, below.
10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

#### SECTION C: Long Term Health Leave

1. An employee who is unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing, or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such leave, if approved, will be granted for up to a maximum of one (1) year, pending medical certification. Accumulated Sick Leave will be used prior to an employee being granted leave without pay. Annual/Emergency Leave may be used unless a request is made in writing to retain accumulated Annual/Emergency Leave.
2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.
3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term

Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.

4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.
5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of the employees department and Human Resources. Partial leaves for health reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

#### SECTION D: Child Care Leave

1. In addition to the child care provisions contained in Section XVI-B (Sick Leave), Child Care Leave is available without pay, to both male and female employees
2. Child Care Leave is available to parents or guardians of natural and/or adopted children.
3. Child Care Leave may be granted for a period of one (1) year immediately following the period of physical disability (childbearing leave) or adoption and shall be inclusive of rights under the FMLA and/or Washington State law.
4. An employee requesting to return from Child Care Leave must submit a written request to return with Human Resources at least sixty (60) days prior to the termination of the Child Care Leave.
  - a. An employee requesting to return to duty will be placed in a similar position within the District.
  - b. The employee who requests to return to duty will be placed as soon as an appropriate assignment is available.
  - c. Increment credit shall not be granted for the period of time during Child Care Leave.
  - d. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.



#### SECTION E: Adoption Leave

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

#### SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave, with pay, will be granted for each occurrence of death in the employee's immediate family, provided that the employee provides the appropriate documentation.
2. In cases where emergency factors, long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave. Such requests must be pre-approved by the employee's manager or director.
3. For the purpose of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, uncle, aunt, or anyone who is living with, or considered part of the family. If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the employee's manager or director the reason(s) why this person is considered part of his/her family in advance of taking the leave.
4. Except as stated in F-2 above, Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

#### SECTION G: Religious Observance Days

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

#### SECTION H: Injury While on Duty

1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.

2. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated without loss of Sick Leave.
3. Medical aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington provided:
  - a. The employee shall promptly submit a Worker's Compensation Claim with the assistance of the appropriate District office; and,
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred twenty (120) working days per new claim, appropriate to his/her regular assigned position at the time of such injury on duty, during the period of disability, through a combination of Time Loss Compensation and the necessary supplemental amount. However, in no case may an employee receive more through this combination (excluding optional voluntary contributions such as PERS or SERS contributions under #5 below) than their normal net pay; and,
  - c. The employee provides to the designated District office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
  - d. For the period of disability and after one hundred twenty (120) working days, the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After one hundred twenty (120) working days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.
4. Any dispute(s) pertaining to the provisions of 3 above are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as the grievance procedure in Article XVIII.
5. Eligible employees have the option to pay their share of normal PERS contributions to the District, as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.
6. **ON THE JOB INJURY PREVENTION COMMITTEE:** A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:
  - a. Monthly Sharing of Information to 609 relating to the status of employee's that have open injury claims.
  - b. Both parties recognize that it is in the best interests of employees and the District to have employees return to work and that light duty should be used as a means to help employees return to work, where appropriate. All steps

will be taken to identify and assign light duty options for 609 members who have been injured on the job. Light duty options will be identified for employees that have been medically cleared to participate in light duty work and work is available that meets the physical restrictions as specified by the medical provider. All appropriate light duty options will be explored with 609 as a part of the committee's work. In a situation where the employee's supplement is due to expire, all light duty options will be explored with 609 prior to the supplement expiring. Work may be offered within the injured workers department and then in other 609 departments.

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

## SECTION I: Annual/Emergency Leave

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

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

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

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

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

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

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

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

Custodians: August

Grounds: May

Other Environmental Service employees: October

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

4. Annual Leave Cashout:

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

#### SECTION J: Jury Duty

1. There may be some occasions when both the employee and the District would agree that Jury Service would be beneficial to both. Upon receipt of a jury summons, the employee will contact the school principal and the Custodial Services and Grounds Section and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.
2. When an employee is subpoenaed on the District’s behalf as a witness in a court proceeding, during non-working hours, the employees shall be compensated at the appropriate hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.
3. For appearances, unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
4. For appearances in which the employee’s appearance is adversarial to District interests, leave shall be without pay.

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

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

1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or the next business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay, regardless of whether the leave is less than the employee's regularly assigned FTE.
4. Employees on Long-Term Leave Without Pay for non-health reasons are required to notify Human Resources by March 15 or the next available business day if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s). Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.
8. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.
9. Long term leave without pay will not be granted to any employee whose performance has been evaluated as unsatisfactory, placed on a plan of improvement, placed on probation, or who is currently subject to disciplinary action.
10. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make written request for an extension.

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

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



## SECTION M: Leave Sharing

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

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

### SECTION A: Discipline

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employee shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps, Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.
- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the guidelines specified in the application of Administrative Leave Guidelines contained in the memorandum of understanding between the District to the Union shall be adhered to (pg 72).
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment.

### SECTION B. Investigation Procedures

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

## **ARTICLE XVIII: GRIEVANCE PROCEDURE**

### SECTION A: Definition

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

### SECTION B: Provisions

1. The adjustment of grievances shall be accomplished as rapidly as possible.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when

appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.

3. At each step failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
5. The Union shall be responsible for moving grievances beyond the informal step.
6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.
7. If a grievance has not been adjusted to the Union's satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. Grievances at each step 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.
9. If a grievance has not been adjusted to the Union's satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.
10. The Union may include at any step in this process any witness who is willing to participate.
11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

#### SECTION C: Procedure

1. **INFORMAL STEP:** A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.
2. **STEP 1:** If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences

upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.

3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. STEP 2: If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1 or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations, Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.
5. STEP 3: If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration, within fifteen (15) working days of the decision issued at Step 2 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through (PERC.)
  - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.
  - b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.
  - c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the Union.
  - d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests.
  - e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

## **ARTICLE XIX: JOB DESCRIPTION**

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

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

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

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

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

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

1. Newly hired employees and/or employees who have been rehired shall complete a six (6) month probationary period.
  - a. During the probationary period, each employee shall be evaluated two (2) times. Unless there is egregious behavior on the part of the probationary employee, the first evaluation shall be conducted no later than sixty (60) calendar days after the hire date.
  - b. Upon successful completion of the probationary period, the employee will be placed on a regular status, and, at that time, seniority will be granted retroactive to the employee's starting date, which shall be adjusted to reflect any break in service for employee's who have been rehired after voluntarily leaving employment with the District.
  - c. An employee may be terminated at any time during the probationary period without recourse.
2. Employees who are performing in such a manner that their evaluation rating may be categorically lower than their immediately preceding evaluation in job title, except in the case of a serious violation of a departmental direction or when events occur that require significant disciplinary action, shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating in job title.
3. Regular employees shall be evaluated annually in February. All annual evaluations will be reviewed with the Area Supervisor or Manager prior to issuance. Employees will be provided a signed copy of their annual evaluations. Unsigned copies will be deemed invalid.
4. For employees assigned to "Split" Assignments, both CE's shall be given the opportunity to give input to appraisals.
5. By April 20 of each year the District will provide the Union with a spreadsheet of all bargaining unit members' evaluation scores.
6. If an employee cannot be evaluated due to long term absence the District will confer with the Union prior to "rolling over" the prior year's evaluation score.

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

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

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

#### **ARTICLE XXII: IN-SERVICE TRAINING**

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

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

#### **ARTICLE XXIII: EMPLOYMENT RECORD**

- A. Materials placed in the employee's personnel file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the knowledge of the employee. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.
- B. Materials, as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.
- C. Documents referred to in A and B above will become a part of the employee's personnel record for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. (Sustained or uncontested) discipline for egregious conduct (sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.
- D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreement by the employee with the appropriateness of the materials in his/her personnel file may be a matter to be pursued through the grievance procedure.
- E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.

- F. The District will release employment record data as required under a court order or as required under the Public Records Act. Prior to the release of employment records the employee and the union will be notified and be given an opportunity to review the records to be released. For employee safety, private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

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

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

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

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

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

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

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

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

#### **ARTICLE XXVII: LABOR MANAGEMENT COMMITTEE**

- A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:
  1. Issues or problems of District policy which affect the bargaining unit.
  2. Issues or problems related to contract administration, other than formal grievances which are being processed.
  3. Other matters of mutual concern.
  4. Either party may place an issue on the agenda.
- B. Monthly the Union and Labor Relations Department will meet to discuss pending grievances and complaints. A chart of pending grievances and complaints shall be updated and transmitted to the Union at least five (5) work days prior to the monthly meeting. Meetings may be cancelled by mutual agreement.
- C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

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

- A. As soon as possible, copies of these Agreements entitled "Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Union, Local No. 609A" as revised shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word Format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.



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

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

**2017-18 CUSTODIAL SALARY SCHEDULE**

**APPENDIX A**

Effective 9/1/17 Contract Renewal

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

job code      15009142      15009133      15009132      15009131      15009103      15009102      15009101      15009101

**2017-18 CUSTODIAL SALARY SCHEDULE**

Effective 9/1/17 Contract Renewal

**APPENDIX A**

Page 2

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

Apprentice Custodian without a  
License

Step 1

Step 2

Step 3

Step 4

\$17.80

\$18.12

\$18.45

\$18.82

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

**APPENDIX A**  
Page 3

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

**MECHANICAL COORDINATOR SALARY SCHEDULE**

**APPENDIX B**

Effective 9/1/17 with 3.0% increase

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

**MECHANICAL COORDINATOR SALARY SCHEDULE**

Effective 9/1/17 with 3.0% increase

**APPENDIX B**

**Page 2**

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

## MECHANICAL COORDINATOR SALARY SCHEDULE

Effective 9/1/17 with 3.0% increase

## APPENDIX B

Page 3

### Notes:

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

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

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

2017-18 GARDEN/GROUNDS SALARY SCHEDULE

APPENDIX C

Effective 9/1/17

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



**2017-18 GARDEN/GROUNDS SALARY SCHEDULE**

**Effective 9/1/17**

**APPENDIX C**

**Page 2**

Notes:

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

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



**APPENDIX D**  
**IUOE LOCAL 609**  
**GRIEVANCE REVIEW REQUEST**

**DESTINATION:**

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

Seattle School District #1

**GRIEVANCE NUMBER:**

**SSD#:**

**Local 609#:**

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

## **APPENDIX E**

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

**2013-2018**

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

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

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

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

Related supplemental instruction and on the job training will include:

- Leadership
- Customer Service
- Conflict Resolution
- Handling Building Emergencies
- Preventative Maintenance/General Maintenance
- HVAC/Boiler/Refrigeration Operations and Troubleshooting
- Water Treatment
- Industrial Plant Maintenance
- Computer Skills
- FS/Maintenance Direct
- Key policy and key logging techniques
- Board and Departmental policies and procedures

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

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

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

**APPENDIX F**

**Implementation of Annual Leave and Holiday Provisions for 2017-18**

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

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

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

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

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

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

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

**Holidays**

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

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

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

Effective September 1, 2013, pay an hourly sum of sixty cents (\$0.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

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

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

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

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

**Includes:**

**Implementation of Contract Changes**

**Video Surveillance**

**Non-Retaliation**

**Change of Immigration Status**

**Harassment and Discrimination Investigation Investigations**

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

**Evaluations**

**Administrative Leave Procedure**



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

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

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

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

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

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

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

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

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

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

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

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

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

required by law or when provided to local authorities in connection with possible criminal violation of the law.

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

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

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

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

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

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

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

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

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

1. **Statement of Intent**

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

2. **Notification to the Union**

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

3. **Time Off**

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

4. **Reemployment Within 12 Months**

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

5. **Reemployment within 24 months**

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

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

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

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

Seattle Public Schools (SPS) is committed to following its adopted procedures for investigating harassment and discrimination claims. Accordingly, the parties have agreed to the following protocols for the processing and resolution of harassment and discrimination complaints:

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

8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.
12. Labor Relations continues to provide oversight and advice in all investigations, regardless of who is assigned to investigate.
13. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. Frontline managers/supervisors that conduct investigations shall be empowered to resolve the matters at their level.

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

**I. RECEIPT AND LOGGING OF COMPLAINT**

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

**II. INTAKE MEETING**

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

**III. ACKNOWLEDGEMENT OF COMPLAINT**

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

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

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

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



the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

**V. UPDATES TO LOCAL 609**

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

**VI. FINDINGS/OUTCOME LETTERS**

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

**VII. CLOSE OUT MEETING**

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

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

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

This Agreement made and entered into this 19<sup>th</sup> day of April 2017.

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

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

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

**Evaluations**

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

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

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

- Gardeners
- Groundskeepers

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

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

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

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

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

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

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

Administrative Leave Procedure: Local 609 Employees

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

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

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

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

member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

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

609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.

8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

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



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

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

**2017-2020 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:**

Lorraine Wilson, Chief Negotiator  
Stanislaw Damas  
Pegi McEvoy  
Bruce Skowyra  
Teresa Fields  
Larry Dorsey  
JoLynn Berge  
Nate VanDuzer  
Mark McCarty  
Trina DeBiase  
Denise McElhinney  
Patricia Dorgan

**IUOE Local 609 Negotiating Team:**

Mike McBee, Chief Negotiator  
David Westberg  
Jennifer Francis  
Rachel Buck

In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March 2018

**Seattle School District No. 1**

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

\_\_\_\_\_  
Dr. Larry Nyland  
Superintendent  
Seattle Public Schools

\_\_\_\_\_  
Rachel Buck, President  
IUOE Local 609

\_\_\_\_\_  
Clover Codd  
Assistant Superintendent of Human Resources  
Seattle Public Schools

\_\_\_\_\_  
David Westberg, Business Manager  
IUOE Local 609

\_\_\_\_\_  
Mike McBee, Recording and Corresponding  
Secretary  
IUOE Local 609

**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**Nutrition Services**

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

**ARTICLE I: PARTIES TO THE AGREEMENT**

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

**ARTICLE II: RECOGNITION**

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

**ARTICLE III: APPLICATION OF AGREEMENT**

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

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

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

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

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

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

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
  - 1. The right of the District to hire, terminate, suspend, transfer, promote, or demote, or discipline employees for proper cause;
  - 2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment;
  - 3. The right to determine the starting and quitting time and number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to the Fair Labor Standards Act; and,
  - 4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.
- B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the District's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.
- C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing nutrition services to support the needs of the schools.
  - 1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Nutrition Services Department (NSD) to provide nutrition services for the needs of students in the schools of the District.

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

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

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

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

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

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

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes in dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The District will deduct both inactive dues and regular dues on June 1 and July 1 payrolls to cover the summer months.
- E. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will

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

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

- A. The Union shall have the right to post notices of their activities and matters of organization concern on a bulletin board in the employees' work area.
- B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks, or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members, such authorized agents shall check in at the building to be directed into the District facility.
- C. The Business Manager/designee is invited to participate as an observer in regularly scheduled or special meetings.
- D. The Union may designate one (1) employee as a steward for each nine (9) School buildings. The Union will notify the District of the effective appointment date of a steward. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward

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

### **SECTION A: Eligibility**

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

### **SECTION B: Procedure**

- 1. Request for leaves of any officer or member shall be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to the Department Manager or designee a minimum of five (5) working days before the leave is to take effect. If five (5) working days' notice is not possible (e.g., meetings with District personnel when less than five (5) working days' notice is provided to the Union), notice shall be provided as soon as possible
- 2. An officer or member of the Union who is granted a Union activity leave shall be paid the regular rate of pay as if he/she were on the job during the period of the leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.
- 3. The Union will be provided a pool of one hundred (100) substitute days per year of the Agreement consisting of fifty (50) days paid for by the District and up to fifty (50) additional days paid for equally by the Union and the District. The pool of days

will be shared by the Operating Engineers Local No. 609-A (Custodial Engineers and Gardeners), No. 609-B (Nutrition Services), No. 609-C (School Security Specialists), and Security Response Specialists and Alarm Monitors for the purposes of meeting with the District's representative(s) to resolve grievances, to represent members and their interests with the employer or negotiate collective bargaining agreements.

- a. In situations where a substitute is not feasible due to the member's unique work skills (or a substitute is not available) to cover for the union member's union release time, the District will pay the employee's regular hourly rate for the union release time; however, such days will be counted against the combined substitute pool days on the same basis as if a substitute were utilized.
  - b. Where a substitute is not feasible due to the member's unique work skills, the district may request that the member be recalled to work at the district for situations mutually agreed upon by the district and union, in writing. When such member is recalled to work at the district, the member's union release on that day will not be charged against the pool of substitute days.
  - c. The pool of substitute days for union release time will not be charged for situations where the district has cancelled a scheduled meeting with less than one (1) workdays advance notice.
4. Should the Superintendent's office or other senior District representative (Directors of: Labor Relations, Human Resources, Facilities, etc.) require the assistance or attendance of any official of Local 609, the substitute, if needed, will be paid for by the District.

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

### **SECTION A: Provisions**

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



includes seniority promotion for which he/she would be eligible as commonly made with the District.

#### SECTION B: Salary and Benefits

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

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

#### SECTION A: Wages

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

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

8. Employees who are assigned four (4) or more hours per day may elect to have their pay, based on assigned hours, prorated over the District's fiscal year. Employees who choose this option must do so prior to 09/01 each year, provided that such election shall not be changed during the ensuing fiscal year.
9. Hourly rate increase will be paid after Nutrition Services receives proof of School Nutrition Association (SNA) certification from employee retro-active to date on SNA certificate. Nutrition Services employees, once certified, must provide yearly documentation, which is a copy of the certification card received from SNA. Documentation to be provided, prior to expiration, to the Nutrition Services Personnel Manager.
10. Managers receive "Incentive" pay according to the Salary Schedule (Appendix A). Should the daily meal equivalents served in a school during the Fall (October & November) MPLH rise above 200, 300, or 500 (depending on job classification) the incentive pay would be put in place on January 1<sup>st</sup>. Should the daily meal equivalents served in a school during the Spring (March & April) MPLH revise rise above 200, 300, or 500 (depending on job classification), the incentive pay would be put into place on September 1<sup>st</sup>.  
  
Should the daily meal equivalents served in a school fall below 200, 300 or 500 (depending on job classification) following the Fall MPLH review, the incentive pay will be discontinued as of January 1 for the remainder of the school year. However, if a review of the Spring (March & April) MPLH show that a school rose back above the daily meal equivalents of 200, 300 or 500 (depending on job classification), the incentive pay would be reinstated and applied retroactively to January 1<sup>st</sup>.
11. An incentive pay program will be established for other Nutrition Services employees. This includes employees working at schools in which managers receive incentive pay under Section A.8, above, and employees working at schools where the manager does not receive this incentive pay. In no event, however, shall a manager receive both the incentive pay under Section A.8 and this section.
  - a. Employees will receive additional pay for increasing participation as follows:
    - 1) 1%-1.9% increase in breakfast and lunch participation = \$0.05 hourly wage increase
    - 2) 2%-2.9% increase in breakfast and lunch participation = \$0.10 hourly wage increase
    - 3) 3% and greater increase in breakfast and lunch participation = \$0.15 hourly wage increase
  - b. Incentive pay would be paid as a one-time payment in July of each year, based on yearly average increase in participation.
  - c. All employees who have regular assigned hours of two and one-half hours (2.5 hrs.) or more are eligible for incentive pay.

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

12. Pay Procedures

- a. **Pay day.** Employees shall be paid on the first business day of each month. Electronic deposits to employee accounts or pay cards shall be made so as to be deposited to the employees account on the first business day of the month. Pay warrants (checks) are distributed through the US Postal Service and are mailed one (1) business day prior to pay day.
- b. **Payment Methods.** Both the District and the Union recognize that electronic deposits offer the advantage of avoiding paper warrants or checks being lost in the mail and are seen by many as a more convenient method of being paid.
- c. **Direct deposit.** Effective thirty (30) days following ratification of the agreement new employees will be paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.
- d. **Pay Statements.** The District and Union share an interest in employees having ready access to clear earnings statements. The District shall provide employee pay statements via U.S. mail. No earlier than October 1, 2018, the District may reopen this provision to address electronic delivery of pay statements.
- e. **Payroll Error Corrections.** The District will make every effort to modify its systems to enable payroll error corrections or other payments to be made via electronic deposit means as soon as feasible.
  - 1. **Underpayments.** Underpayments of employee compensation will be processed as soon as possible upon the District being informed of the underpayment. Upon being informed of an underpayment the District will promptly inform the employee about when the corrected pay will be available. Unless the payment will be by electronic deposit the employee will be provided the option of personally picking up the pay warrant rather than having it mailed to their official address.
  - 2. **Overpayments.** Salary overpayments shall be repaid as soon as possible. The District will prepare documentation identifying the basis for and the amount of the overpayment and provide both to the union and the employee. It is recognized that significant overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule.
- e. **Lost pay warrants.** Pay warrants which have been sent to the employees designated home address, via US mail, and which are not received by the employee will be replaced as soon as possible following the date that the District received the fully complete required forms certifying such loss.

## SECTION B: Group Insurance Provisions

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

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

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

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

In order to avoid overspending the total budgeted amount stated above, the District may, at any time after January 1, adjust downward the amount contributed per

employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

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

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

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

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

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

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

#### SECTION C: Hours of Work and Work Day

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

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



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

#### SECTION D: Duty-Free Lunch

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

#### SECTION E: Rest Periods

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

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

#### SECTION F: Call Back /Extra time

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

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

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

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

#### SECTION G: Holidays

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

#### SECTION H: Travel Allowance

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

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

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

#### SECTION I: Protection of Employees

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

1. The District shall assist an employee in obtaining counsel to represent him/her when he/she has been assaulted in or around the school premises or as a direct result of performing his/her duties.
2. The District or its insurer shall reimburse the employee for any certified loss of or damage to personal property necessarily used in the course of his/her duty when such loss or damage is willfully and maliciously inflicted by a student or by persons known or unknown on school premises or while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of the usual two hundred fifty dollars (\$250) insurance deductible. The District shall provide an additional sum of \$7,000 annually to cover all IUOE, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed for the first \$250 as a general reimbursement, and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.
  - b. There shall be no reimbursement for loss of cash.
3. Personal equipment used for work purposes must have the prior approval of the supervisor.
4. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before becoming eligible for reimbursement under this Article.

5. There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Property Loss and Damage form.
6. The employee shall immediately report any assault suffered by him/her in connection with District employment to the principal or other immediate superior and cooperate fully in the completion of written and oral reporting procedures.

#### SECTION J: Clothing Allowance

1. For each year of the Collective Bargaining Agreement, employees on regular status of two and one-half (2-1/2) hours or more by October 1, will receive an allowance for safety equipment and clothing of \$179.94. Each year thereafter the allowance will be increased by the State funded percentage increase for basic education staff that year. Employees are required to adhere to the Dress Code-Standard of Appearance for the Nutrition Services Department.
2. Employees who come to work in unacceptable clothing will be sent home to change.

#### SECTION K: Retirement Benefits

1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System/School Employees' Retirement System.
2. Employees who retire during or at the end of work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick/Emergency Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick/Emergency Leave.
3. On or about January 15 employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick/Emergency Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.21 0.
5. If an employee is employed in a position of four (4) or more hours which meets the requirements for eligibility in the International Union of Operating Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix D.
6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)
  - a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan (the "Plan") pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by

reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.

- b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
- c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.
- d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

### **ARTICLE XIII: STAFF ADJUSTMENTS**

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

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

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

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

### **SECTION A: Vacancies**

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



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

#### SECTION B: Transfers & Promotions

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

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

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

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

8. Trial Period After Promotion: An employee who is promoted will complete a seventy (70) day working day trial period. Prior to the expiration of this trial period, either the employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position. Before the employer declares the trial period unsatisfactory, the employee shall be provided a written explanation of the reason(s) for that declaration. Disputes concerning a departure by the District from this procedural requirement shall be the only subject grievable under these provisions. During the trial period, the employee and the supervisor will discuss training needs.
9. Employees who are on a Work Improvement Plan or have failed a probationary period may not re-apply for the same position in a period of time of less than one year and must demonstrate efforts to improve skill and competency through participation in professional training.
10. When all parties agree, including affected employees, transfer and/or trading of assignments may occur. This may be due to an employee harassment claim, employee conflict, or as part of an employee accommodation.

#### SECTION C: Pre-pack Managers to Bulk Programs

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

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

#### SECTION D: Seniority Listing

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

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

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

## **ARTICLE XV: LEAVES**

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

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

### **SECTION B: Annual /Emergency Leave**

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

2. the availability of a trained substitute; and,
  3. compliance with the specific provision contained in item 2 below.
- d. Only one (1) employee at a time will be granted Annual Leave from a particular worksite (not including any employee using Annual Leave as part of a long-term Health Leave per Section I below).
  - e. No annual leave can be taken before earned.
  - f. A maximum of ten (10) employees may utilize earned Annual Leave during the regular scheduled school year in lieu of pay at the end of the school year (not including any employee using Annual Leave as part of a long-term Health Leave per Section I below) provided that:
    1. No employee shall utilize Annual Leave for more than more than five (5) consecutive working days per year;
    2. Additional requests to use Annual Leave during the regular scheduled work year may be granted in extraordinary circumstances full year employees will receive priority consideration;
    3. Employees who take Annual Leave without approval will not receive pay for those days and will be subject to progressive discipline.
  - g. In order to comply with State law, the District will pay eligible employees for up to 240 hours of earned Annual Leave at the time of retirement. Annual Leave accumulated in excess of 240 hours may be taken as Annual Leave before retirement.
3. A maximum of two (2) days earned Annual/Emergency Leave per year, may be used on a personal/emergency basis under the following conditions:
    - a. The problem must have been suddenly precipitated and must be of such a nature that pre-planning is not possible or that pre-planning could not relieve the necessity of the employee's absence.
    - b. The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
    - c. The employee must notify the appropriate supervisor prior to initiating the leave and provide a written request stating the reason for the leave. Approval will be granted only for those situations which conform to the requirements of 3-a and 3-b above.

#### SECTION C: Sick Leave

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

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

#### SECTION D: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days

annual leave per year for that purpose provided that prior to utilizing Annual Leave for the purposes of religious observance, the employee, in writing to his/her area supervisor identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.

2. When Annual Leave is utilized for the purpose of religious observance, in accordance with the provision of item 1, above, the affected employee may request to use a maximum of two (2) additional Annual Leave days per year from his/her area supervisor or designee. The two (2) additional days will be deducted from the employee's Annual Leave balance.

#### SECTION E: Adoption Leave

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

#### SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave will be granted, with pay, for each occurrence of death in the employee's immediate family; provided that the employee provides the appropriate documentation.
2. In cases where emergency factors, long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave, without pay. Such requests must be pre-approved by the employee's supervisor or director.
3. For the purposes of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, uncle, aunt, or anyone who is living with, or considered a part of, the family. If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the employee's manager or director the reason(s) why this person is considered part of his/her family in advance of taking the leave.
4. Except as stated in F-2 (above), Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

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

1. There may be some occasions when both the employee and the District would agree that Jury Service would be beneficial to both. Upon receipt of a jury summons, the employee will contact the Nutrition Services office and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.

2. When an employee is subpoenaed on the District's behalf as a witness in a court proceeding during non-working hours, the employees shall be compensated at the appropriate hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.
3. For appearances unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
4. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.

#### SECTION H: Child Care Leave

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

#### SECTION I: Long Term Health Leave

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

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



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

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

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

1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) full and consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1, or the next available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human

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

4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 1, or the next available business day, if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s).  
Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.
8. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.
9. Long term leave without pay will not be granted to any employee whose performance has been evaluated as unsatisfactory, placed on a plan of improvement, placed on probation, or who is currently subject to disciplinary action.
10. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make written request for an extension.

#### SECTION K: Injury While on Duty

1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. Absences due to an injury incurred on or around School District premises in the course of the employee's employment, or as direct result of the employee performing his/her duty, shall be compensated without loss of Sick Leave.
3. Medical Aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington, provided:
  - a. The employee shall promptly submit a Workers' Compensation Claim with the assistance of the appropriate District office; and,
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred (120) working days per new claim,

- appropriate to his/her regularly assigned position at the time of such injury on duty, (not to exceed his/her regular net salary), during the period of disability through a combination of Time Loss Compensation and the necessary supplemental amount. However, in no case may an employee receive more through this combination (excluding optional voluntary contributions such as PERS or SERS contributions under #5 below) than their normal net pay; and,
- c. The employee provides to the designated District office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
  - d. For the period of disability and after one hundred (120) working days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After one hundred twenty (120) working days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.
4. Any dispute(s) pertaining to the provisions of 3, above, are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as the grievance procedure in Article XVII.
  5. Eligible employees have the option to pay their share of normal PERS contributions to the District, as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.
  6. **ON THE JOB INJURY PREVENTION COMMITTEE:** A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:
    - a. Monthly Sharing of Information to 609 relating to the status of employee's that have open injury claims.
    - b. Both parties recognize that it is in the best interests of employees and the District to have employees return to work and that light duty should be used as a means to help employees return to work, where appropriate. All steps will be taken to identify and assign light duty options for 609 members who have been injured on the job. Light duty options will be identified for employees that have been medically cleared to participate in light duty work and work is available that meets the physical restrictions as specified by the medical provider. All appropriate light duty options will be explored with 609 as a part of the committee's work. In a situation where the employee's supplement is due to expire, all light duty options will be explored with 609 prior to the supplement expiring. Work may be offered within the injured workers department and then in other 609 departments.

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

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

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

### SECTION M: Leave Sharing:

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

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

### SECTION A: Discipline

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employee shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.
- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the guidelines specified in the application of Administrative Leave Guidelines contained in the memorandum of understanding between the District to the Union shall be adhered to (pg 70).
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment.

### SECTION B. Investigation Procedures

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

## **ARTICLE XVII: GRIEVANCE PROCEDURE**

### SECTION A: Definition

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

### SECTION B: Provisions

- 1. The adjustment of grievances shall be accomplished as rapidly as possible.
- 2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.

3. At step failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
5. The Union shall be responsible for moving grievances beyond the informal step.
6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.
7. If a grievance has not been adjusted to the Union's satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. Grievances at each step 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.
9. If a grievance has not been adjusted to the Union's satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.
10. The Union may include at any step in this process any witness who is willing to participate.
11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

#### SECTION C: Procedure

1. **INFORMAL STEP:** A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.
2. **STEP 1:** If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.

3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. STEP 2: If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1 or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations, Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.
5. STEP 3: If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration, within fifteen (15) working days of the decision issued at Step 3 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through (PERC.)
  - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.
  - b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.
  - c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the Union.
  - d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests.
  - e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

## **ARTICLE XVIII: JOB DESCRIPTION**

In the event the District plans to materially (substantially) change a job description, or creates a new job description which includes work duties traditionally performed by bargaining unit members, it shall contact the Union. The District shall supply the Union with a copy of the proposed changes or new job description. Prior to adopting any changes, it shall allow the Union fifteen (15) work days to respond. The Union may respond either orally or in writing. If material

(substantive) changes are made to a job description, or a new job description created which includes work duties traditionally performed by bargaining unit members, the Union may request to bargain with the District over salary for that particular job. The salary and job classification placement will be negotiated using the following job factors: skill, responsibility, working conditions, and effort to perform the job as required by the new job description.

## **ARTICLE XIX: TIME PRODUCTION STANDARDS**

### **SECTION A. Process for Addressing Participation**

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



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

**SECTION B. Meals Per Labor Hour (MPLH)**

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

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

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

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

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

Department goals for MPLH:

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

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

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

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

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

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

#### SECTION C: Mid-Year Staff Level Review

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

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

#### **ARTICLE XX: LABOR/MANAGEMENT COMMITTEE**

- A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:
  1. Issues or problems of District policy which affect the bargaining unit.
  2. Issues or problems related to contract administration, other than formal grievances which are being processed.
  3. Other matters of mutual concern.
  4. Either party may place an issue on the agenda.
- B. Monthly the Union and Labor Relations Department will meet to discuss pending grievances and complaints. A chart of pending grievances and complaints shall be updated and transmitted to the Union at least five (5) work days prior to the monthly meeting. Meetings may be cancelled by mutual agreement.
- C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

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

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

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

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

#### SECTION B: Corrective Action

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

#### ARTICLE XXII: EMPLOYMENT RECORD

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

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

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

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

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

#### **ARTICLE XXIV: INCLEMENT WEATHER**

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

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

## **ARTICLE XXV: IN-SERVICE TRAINING**

### **SECTION A: In-Service Training**

1. Employees shall be paid their current hourly rate for (16) hours of required training. Kitchen managers shall have an additional eight (8) hours of required trainings. Trainings will be related to USDA standards and District requirements. Staff will not be compensated for attending the eight (8) hour certification courses such as Basic Nutrition, and ServSafe or Serving it Safe, which will be offered twice per year.
2. Training will be offered on days prior to the beginning of the school year, on District-designated in-service training days, to provide for sixteen (16) hours of required training for all staff and an additional eight (8) hours of required training for kitchen managers.  
  
When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly assigned duties.
3. In addition to the required training described in paragraphs 1 and 2 above employees can be paid for additional hours of voluntary training at their current hourly wage rate up to a maximum of 26 hours of training time inclusive of the required training.

### **SECTION B: Cross Training**

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

### **SECTION C: Kitchen Manager Trainers**

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

## **ARTICLE XXVI: TERM AND RENEGOTIATION OF AGREEMENT**

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

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

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

## **ARTICLE XXVIII: SUPPLEMENTAL EMPLOYMENT STANDARDS**

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

## **ARTICLE XXIX: SUMMER EMPLOYMENT**

### **SECTION A: Provisions**

- 1. Employees who are interested in working in hourly positions as custodians, and/or gardeners during the summer months should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1<sup>st</sup> (March 1<sup>st</sup>) for 2013-14 school year). Those employees who meet the minimum qualifications will receive priority consideration based upon a mutually agreeable bid process, for available openings for Spring break and summer work. The District will offer training to ensure that employees can access and use the online application system.
  - a. During Spring Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodial positions will be first offered to qualified Local 609 represented school year employees.
  - b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodial positions will be first offered to qualified Local 609 represented school year employees.
- 2. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position
  - b. Previous experience in the desired position, and
  - c. District seniority (tie breaker)
- 3. Staff who work in supplemental positions will be subject to review the evaluation process.

### **SECTION B: Supplemental Gardening Program:**

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

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

#### SECTION C: Summer Food Program

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

1. Staffing for the Central Kitchen Summer Food Program will be based on the ratio of one Manager or Assistant Manager to ten (10) employees assigned to kitchen Assistant level positions.
2. Managers and Assistant Managers will be paid at their current salary.
3. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position;
  - b. Previous experience in the desired position is defined as cumulative number of compensated hours in previous summers;
  - c. District seniority (tie-breaker);
4. The District retains the right to select and hire staff for the Summer Deli/Catering Program;
5. The Nutrition Services Department determines how many positions will be staffed.

#### **ARTICLE XXX: SUBSTITUTES**

##### SECTION A: Representation:

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

##### SECTION B: Wages:

Wages are as included in Schedule A.



**SECTION C: Leave Benefits:**

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

**SECTION D: Discipline or Termination:**

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

**SECTION E: Evaluation:**

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

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

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

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

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

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

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

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

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

2017-18 NUTRITION SERVICES SALARY  
SCHEDULE (FS1)

APPENDIX A

Effective 9/1/2017; 3% Negotiated Increase

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

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

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

2017-18 effective 9/1/17



**IUOE LOCAL 609  
 GRIEVANCE REVIEW REQUEST**

**DESTINATION:**

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

Seattle School District #1

**GRIEVANCE NUMBER:**

SSD#:

Local 609#:

<b>Grievant:</b>		<b>Job Title</b>	<b>Location</b>	<b>Date Submitted:</b>
<b>Supervisor:</b>		<b>Job Title</b>	<b>Location</b>	<b>Date Resolved:</b>

**Grievance:**

- Describe fully when, where and how the grievance took place:
  
- State specific provision(s) of the Agreement which is alleged to have been violated, misinterpreted or misapplied:
  
- Remedy requested:

**Grievant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

## **APPENDIX C**

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

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

Effective September 1, 2013, pay an hourly sum of sixty cents (\$0.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

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

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

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

**2013-2017 MEMORANDA OF UNDERSTANDING**  
**between**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**and**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609-B**  
**(Nutrition Services)**  
**Includes :**

**Video Surveillance**

**Non-Retaliation**

**Change of Immigration Status**

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

**Harassment and Discrimination Investigation Procedures**

**Evaluations**

**New Positions within the Nutrition Services Department**

**New Training Facilities**

**Administrative Leave Procedure**

**Adjusting Hours in the Kitchen**



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

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

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

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

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

If the District uses information collected from video surveillance to impose discipline on an employee, the District will provide a copy of the video surveillance to the employee or the union after it has reviewed the surveillance and completed any required interviews with the employee concerning his or her conduct. In the event the employee is suspended

without pay or terminated, the video surveillance must be provided 24 hours prior to any final meeting between the employee and the District to discuss his or her conduct. However, notwithstanding any other statement in this MOU, the District is not required to produce a copy of the video surveillance to an employee or his or her union if said video surveillance is given to the police department or the Prosecuting Attorney's office relative to possible criminal violations of the law.

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

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

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

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

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

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

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

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

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

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

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

**Statement of Intent**

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

**Notification to Union**

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

**Time off**

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

**Reemployment Within 12 Months**

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

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

#### Reemployment within 24 months

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

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

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

**I. RECEIPT AND LOGGING OF COMPLAINT**

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

**II. INTAKE MEETING**

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

**III. ACKNOWLEDGEMENT OF COMPLAINT**

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

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

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

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

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

**V. UPDATES TO LOCAL 609**

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

**VI. FINDINGS/OUTCOME LETTERS**

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

**VII. CLOSE OUT MEETING**

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

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

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

This Agreement made and entered into this 19<sup>th</sup> day of April 2017.

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

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

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

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



8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.
12. Labor Relations continues to provide oversight and advice in all investigations, regardless of who is assigned to investigate.
13. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. Frontline managers/supervisors that conduct investigations shall be empowered to resolve the matters at their level.

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

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

**Evaluations**

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

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

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

**New Positions within the Nutrition Services Department**  
**New Training Facilities**

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

**New Positions within the Nutrition Services Department**

- Two (2) new 3.5-hour Float Managers
- One (1) additional 3.5-hour Float Assistant
- Four (4) 2.5-hour Float Assistants

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

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

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

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

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

Administrative Leave Procedure: Local 609 Employees

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

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

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

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

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

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

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

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

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

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

**Adjusting Hours in the Central Kitchen**

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

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



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

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



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

Seattle School District Negotiating Team:

Stan Damas  
Lorraine Wilson  
Pegi McEvoy  
Bruce Skowyra  
Teresa Fields  
Larry Dorsey  
JoLynn Berge  
Nate Van Duzer  
Mark McCarty  
Trina DeBiase  
Denise McElhinney  
Patricia Dorgan

Local 609 Negotiating Team:

Mike McBee, Chief Negotiator  
David Westberg  
Jennifer Francis  
Rachel Buck

In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March 2018.

**Seattle School District No.1**

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

\_\_\_\_\_  
Larry Nyland  
Superintendent  
Seattle Public Schools

\_\_\_\_\_  
Rachel Buck, President  
IUOE Local 609

\_\_\_\_\_  
Clover Codd  
Assistant Superintendent of Human Resources  
Seattle Public Schools

\_\_\_\_\_  
David Westberg, Business Manager  
IUOE Local 609

\_\_\_\_\_  
Mike McBee, Recording and Corresponding  
Secretary  
IUOE Local 609

**2017-2020 COLLECTIVE BARGAINING AGREEMENT  
School Security Specialists**

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**2017-2020-COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

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

(School Security Specialists)

**ARTICLE I: PARTIES TO THE AGREEMENT**

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

**ARTICLE II: RECOGNITION**

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

**ARTICLE III: APPLICATION OF AGREEMENT**

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

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

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

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

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

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

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
1. The right of the District to hire, terminate, suspend, transfer, promote, demote, or discipline employees for proper cause;
  2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment;
  3. The right to determine the starting and quitting time and the number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to, the Fair Labor Standards Act; and
  4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.
- B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either with the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the district's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.
- C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing safety and security services to support the needs of schools and departments of the District.
1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Safety and Security Department (SSD) to provide security services for the needs

of students, staff and community members in schools and departments of the District.

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

- F. The exercise of the Management Rights herein does not modify the employee's right to appeal through the Grievance Procedure, when such exercise violates the letter and intent of this Agreement.

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

The District agrees that it will not interfere with the right of its School Security Specialist 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 the employee's membership in the Union.

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

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

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

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56.110 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes in dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The District will deduct both inactive dues and regular dues on June 1 and July 1 payrolls to cover the summer months.



- E. The union here by agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

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

- A. The Union shall have the right to post notices of their activities and matters of organization concern on bulletin boards in the employees' work area.
- B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks, or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members in District facilities, such authorized agents shall check in at the building office to be directed into the District facility,
- C. The Business Manager or designee is invited to participate as an observer in regularly scheduled or special meetings with members of Local 609.
- D. The Union may designate one (1) employee as a steward for each ten (10) School Security Specialists assigned to buildings. The Union will notify the District of the effective appointment date of a steward. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.

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

### **SECTION A: Eligibility**

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

### **SECTION B: Procedure**

1. Request for leave of any officer or member shall be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to Department Manager or designee, a minimum of five (5) working days before the leave is to take effect. If five (5) working days' notice is not possible (e.g., meetings with District personnel when less than five (5) working days' notice is provided to the Union), notice shall be provided as soon as possible.
2. An officer or member of the Union who is granted a Union activity leave shall be paid the regular rate of pay as if he/she were on the job during the period of leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.

3. The Union will be provided a pool of one hundred (100) substitute days per year of the Agreement consisting of fifty (50) days paid for by the District and up to fifty (50) additional days paid for equally by the Union and the District. The pool of days will be shared by the Operating Engineers Local No. 609-A (Custodial Engineers and Gardeners), No. 609-B (Food Service Workers), No. 609-C (School Security Specialists) and Alarm Monitors for the purposes of meeting with the District's representative(s) to resolve grievances, to represent members and their interests with the employer or negotiate collective bargaining agreements.
  - a. In situations where a substitute is not feasible due to the member's unique work skills (or a substitute is not available) to cover for the union member's union release time, the District will pay the employee's regular hourly rate for the union release time; however, such days will be counted against the combined substitute pool days on the same basis as if a substitute were utilized.
  - b. Where a substitute is not feasible due to the member's unique work skills, the district may request that the member be recalled to work at the district for situations mutually agreed upon by the district and union, in writing. When such member is recalled to work at the district, the member's union release on that day will not be charged against the pool of substitute days.
  - c. The pool of substitute days for union release time will not be charged for situations where the district has cancelled a scheduled meeting with less than one (1) workdays advance notice.
4. Should the Superintendent's office or other senior District representative (Director of: Labor Relations, Human Resources, Facilities, etc.) require the assistance or attendance of any official of Local No. 609, the substitute, if needed, will be paid for by the District.

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

### **SECTION A: Provisions**

1. The Business Manager/Agent of the Union and one (1) full-time officer of the Union shall be provided full-time leave for the term of such office, without loss of salary or fringe benefits, subject to full pre-paid monthly reimbursement to the District by the Union.
2. The Union agrees to indemnify and to defend the District and its representatives and to hold each and all of them harmless from any and all claims, liabilities, or costs which arise out of entering into or enforcement of this section.
3. Leaving Office:
  - a. Upon leaving office, the Business Manager/Agent and/or the full-time officer must notify the District in writing within two (2) weeks if the Business Manager/Agent and/or the full-time officer wishes to return to full-time District employment.

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 positions, 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 and full-time officer, and all employees on Union Leave are specifically excluded from District liability coverage, and risk insurance, if any, for such liability must be provided for the Business Manager/Agent and full-time officer by the Union.
4. Employees who are injured while on Union Leave are not eligible for on the job injury supplements as provided in Article XVI Section H.

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

#### **SECTION A: Salary Schedule(s)**

1. The 2017-2018 Salary Schedules shall be as shown in Appendices A1, A2 and A3.
2. During the 2018-2019 school year, the base wage rates specified in Appendices A1, A2 and A3 shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates specified in Appendices A1, A2 and A3 shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:  
The increase will be in addition to the increments called for by XII-A-5, below.
  - a. Prior to effectuating the state-designated increases pursuant to 2 and 3 above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.

- b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

5. Increments:

Employees shall be eligible for two different annual increments (paragraphs a & b below) until they reach the maximum step/lane of their salary class.

a. Performance/Evaluation Increments:

- 1. Regular employees who received an average or better evaluation and satisfactorily complete (as determined by the instructor) all mandatory training sessions designated by the Safety and Security Department during the immediately preceding evaluation cycle shall be advanced one (1) increment on the salary schedule; provided that, whenever it is determined that an employee is performing at a below average level such that an upcoming increment may not be granted, the District shall give prompt written notice to the employee, identifying the areas in which performance must be improved to qualify for the upcoming increment. The Unions shall be provided a copy of such notice by the supervisor upon request.
- 2. In the event that non-avoidable\* circumstances make it impossible to attend the mandatory training:
  - a. The employee shall inform the Manager of Safety and Security Department as soon as the non-avoidable circumstance becomes known.
  - b. The employee shall present a plan to the Manager of Safety and Security Department that will show how the mandatory training will be completed prior to August 31<sup>st</sup> of same school year.
  - c. If both the direct supervisor of the Manager of Safety and Security Department and the Business Manager of Local 609 shall agree that the circumstances are non-avoidable, that notice was given as soon as possible, and that the plan to complete the training is reasonable, the increment will be granted.

b. Educational Advancement Increments:

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

1. Educational advancement increments for eligible employees are dependent upon the individual employee's satisfactory completion of a minimum of twenty-eight (28) clock hours of approved voluntary training per year. Such training must be approved by the Joint Labor-Management Voluntary Training Committee (see Article XXVI-A) before the employee begins the training, and acquired by the employee at no additional cost to the District.
2. Eligible employees who have reached Step D (or above) of the salary schedule, and who provide proof of having previously worked as a commissioned officer, shall be allowed to substitute one (1) year full-time experience as a commissioned officer (in any jurisdiction) as defined by the State of Washington requirement for a commissioned police officer or its equivalent for the twenty-eight (28) hours of instruction noted in subsection b. (1) above, per year. The Voluntary Training Committee may review and recommend to the Manager of Safety and Security consideration of previous work experience of an employee that is equivalent to one (1) year full-time experience as a commissioned officer. The documentation of commissioned officer status for work equivalent to a State of Washington police officer must be approved by the Manager of Safety and Security, on an individual basis for the subsection to be effective for a given employee.
3. The Joint Labor-Management Voluntary Training Committee (see Article XXVI-A) will allow an employee to "bank" up to twenty-eight (28) hours per year, per the Voluntary Training Program Guidelines dated February 13, 2001.
4. The employee shall demonstrate that he/she has met the requirements of the Section to the satisfaction of the Joint Labor-Management Voluntary Training Committee.
5. Such demonstration will be made no later than August 31 of each year, per the Voluntary Training Program Guidelines dated February 13, 2001. In the event that this deadline is not met, no educational advancement increment will be granted.
6. **Orientation/Training:**  
Division Tactical Specialists, when assigned by the Manager of Safety and Security or designee, will provide leadership, orientation and mentoring to new Security Specialists. The Manager of Safety and Security, or designee, shall determine which schools are used as sites for orientation/training.

7. Pay Procedures

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

## SECTION B: Group Insurance Provisions

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

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

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

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

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

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

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

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

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

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



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

#### SECTION C: Protection of Personal Property

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

1. The District shall reimburse an employee for any certified loss of or damage to personal property required in the course of his/her duty, or in transit to or from his/her place of assignment, when such loss or damage is willfully and maliciously inflicted by a student or by persons known/unknown on school premises or while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of two hundred fifty dollars (\$250). The District shall provide an additional sum of \$7,000 annually to cover all International Union of Operating Engineers, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement, and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.
2. There shall be no reimbursement for loss of cash.

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

#### SECTION D: Travel Allowance

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

#### SECTION E: Retirement Benefits

1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System.
2. Employees who retire during or at the end of their work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave.
3. On or about January 15 each year employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.
5. If an employee is in a 1.0 FTE position which meets the requirements for eligibility in the International Union of Operating Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix G.
6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)
  - a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan (the "Plan") pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-

separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.

- b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
- c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.
- d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

#### SECTION F: Holidays

1. Security Specialist employees who are employed for the school year shall be paid for the eight (8) holidays that occur during their work year: Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.
  - a. School Security Specialists who work a minimum of twenty (20) days during the summer vacation period will receive one (1) additional paid holiday; and,
  - b. School Security Specialists who work a minimum of forty (40) days during the summer vacation period will receive two (2) additional paid holidays.
2. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for the holiday.

### **ARTICLE XIII: PROMOTIONS**

- A. When positions within the Safety and Security Department become vacant, School Security Specialists who apply, and meet the qualifications of the job, shall receive priority consideration.
- B. Eligible employees shall be considered for promotion, utilizing the following criteria:
1. Employee's Performance Evaluation;
  2. Number of years of seniority of the employee's continuous service as a full-time employee;
  3. Number of years seniority as a School Security Specialist; and,
  4. Management review and interpretation of all factors considered relevant in determining the employee's general and technical suitability in filling the position including but not limited to additional training skills beyond those required as a Security Specialist
- C. The District and the Union will continue to work together to re-organize the Safety and Security Department to maximize school safety and customer service, promote best practices, increase and develop district talent, maximize efficiencies and effectiveness, and provide effective performance management.

Responsibilities and authorities will be consistent with the job description and compensation will be in compliance with the amended Salary Schedule.

It is recognized that asterisk (\* or \*\*) employees paid at higher levels will accrue seniority listing at the higher level. However, any employee moved to an asterisk position will continue to accrue seniority (for the purposes of staff adjustment and overtime, etc.) in their former classification while serving in an asterisk position. It is also recognized that the new asterisk positions accrue seniority at the higher level and if staffing adjustments are made to asterisk positions, then the higher-level seniority will govern bumping into the larger unit.

An employee who is promoted will complete a 75 working-day trial period. Prior to the expiration of this trial period, either the Safety and Security Manager or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former assignment (including former pay rate, shift and classification). Before the Safety and Security Manager decides that the trial period has been unsatisfactory, the employee shall be provided a written explanation of the reason(s) for that decision.

- D. Seniority Listing
1. The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format, which shall be:
    - a. Listed by job classification and job title;
    - b. Updated as of June and December of each year and,
    - c. Shall include and be sorted by:
      1. Starting date in current job title;

2. Starting date in current job classification;
      3. Starting date in District service;
      4. Employee's name;
    - d. Starting dates will be adjusted for interrupted service.
  2. The District will supply the Union with all revisions of this listing.
- E. When a need arises for an individual to perform additional duties on a "temporary basis" following notification to the Local 609 Business Manager, the Manager of Safety and Security Department may select a qualified bargaining unit member to perform the temporary duties and responsibilities.
1. If a qualified bargaining unit member is selected to perform the temporary assignment, and if the temporary assignment is paid at a higher level than the selected bargaining unit member's current salary, the selected bargaining unit member will be compensated with a temporary upgrade for the duration of the temporary assignment in accordance with the provisions for substitutions below.
  2. If it is determined that there are no qualified bargaining unit members that can fill a temporary need, the District will fill the temporary position with a qualified non-union individual. If the Local 609 Business Manager and the Manager of Security disagree on qualifications, the Assistant Superintendent for Operations would settle the disagreement.
- F. In the event that an individual employee temporarily substitutes in a position with a higher classification than his/her regular classification, the employee's salary will be adjusted as follows:
1. No adjustment will be made for substitutions of less than four (4) working days duration.
  2. When substitution exceeds three (3) working days.
    - a. The employee will be paid at the salary increment step in the higher classification which exceeds his/her regular salary or at the base pay rate of the substitute position, whichever is greater. This compensation will be retroactive to the initial three (3) days.
    - b. The employee will work with the appropriate Supervisor on any evaluations if necessary.

#### **ARTICLE XIV: DAYS OF DUTY**

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

1. The normal work day for School Security Specialists in school locations shall be eight (8) hours per day.
2. The work week shall be defined as five (5) consecutive days, Monday through Friday.
3. The District may modify the work week to cover Saturday school programs.
  - a. School staff shall have first priority for modified schedules.

- b. In the event that no volunteers are available, assignments would be made in inverse order of seniority. A work week differential of 10% of regular pay shall be paid for hours outside the normal work week. The work differential shall be 10% of the employee's regular hourly pay.
- 4. School Security Specialists shall work the school year (day before student classes begin and the day after the last student day).
- 5. Schedules may be adjusted by the Safety and Security Manager to meet program requirements:

Working schedules may be changed at any time to respond to situations which could not be preplanned. Twenty-four (24) hour notice will be provided for all other working schedule changes. Failure to provide sufficient notice will result in payment of overtime rates for all hours worked outside of the regular schedule.

- 6. Individual Schools may modify shift hours to cover evenings following consultation with the Union.
  - a. An evening hour's differential of 10% of regular pay shall be paid to a School Security Specialist who is assigned to a regular eight-hour daily work schedule which includes hours of work after 5:00 pm. For example, if an employee's regular shift begins at 11:00 am and ends at 7:00 pm, the 10% differential would apply to the two hours between 5:00 pm and 7:00 pm.
  - b. This condition of employment shall only apply to an employee who is regularly assigned to work such a shift for an extended period on an ongoing basis.
  - c. Said 10% differential shall not apply to Extra Time Work (overtime) nor to schools which have a regular evening school program.
  - d. Said, differential pay shall not apply to situations where a school security team in collaboration with the school administration have voluntarily agreed to enhance security at their school by periodically rotating among themselves a regular eight-hour shift which goes beyond 5:00 pm.
  - e. For purposes of payroll implementation of such a 10% differential, the District may a) establish an hourly rate which is 10% higher for the three hours in question and pay it in this manner or b) spread the 10% higher for the three hours over the hourly rate for all eight hours of the employee's regular shift.
  - f. An example of Section 3.b) above is as follows. If employee A works an 11:00 am to 7:00 pm shift and the employee normally earns \$15.00 per hour without any differential pay, this employee would be entitled to the equivalent of a 10% differential of regular pay for the hours worked between 5:00 pm and 7:00. However, the dollar amount of compensation for the 10% differential for the two hours will be spread across the employees entire eight-hour shift so that his/her effective hourly rate for the entire shift will be adjusted accordingly.

- g. If no School Security Specialist at a given school volunteers to work such a shift if and when such a shift is established at that particular school, the least senior School Security Specialist at that school shall be assigned the regular shift which extends beyond 5:00 pm. Seniority for purposes of this section shall be based upon seniority as recorded on the school assignment rosters.

#### SECTION B: Lunch and Rest Periods

1. The standard work day (8 hours) shall include an “on duty” lunch period of one-half (1/2) hour. Employees must remain on-call and available.
2. Employees shall notify the appropriate building staff prior to leaving District premises.
3. Employees working full-time are entitled to two (2) relief periods of not more than fifteen (15) minutes as part of the regular paid working day.
  - a. The relief periods of not more than fifteen (15) minutes shall be one (1) in the morning and one (1) in the afternoon.
  - b. Relief periods may not be used for making up time nor may employees come late or leave early in lieu of relief periods.

#### SECTION C: Overtime for School District Functions Involving Students

1. Any work done beyond eight (8) hours in any work day or beyond the fifth (5th) day shall be compensated at time and one-half (1-1/2) rate; and, all time worked beyond forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2).
2. Any work performed on Sundays or holidays shall be compensated at double time, except security building watches per the Building Security Watch-Extra Work for School Security Specialist Memorandum of Understanding.
3. No School Security Specialist shall work more than the assigned hours per day unless so directed by the appropriate Supervisor.
4. Overtime Assignments
  - a. The District will assign employees to overtime events.
  - b. Assignments shall be made first to School Security Specialists who are regularly assigned to the school which is conducting the activity involving their students.
  - c. Staff may sign up for the list at designated times during the school year (Fall and Spring semester).
  - d. Seniority will govern, subject to management discretion, to assign appropriate staff to key events, and to match up staff for training and development.
  - e. In general, a minimum of two (2) employees will be assigned to cover overtime events.

- f. In the event that no volunteers are available, overtime assignments will be made in inverse order of seniority.
- g. The list will be followed in sequential order regardless of refusal or acceptance.
- h. Additional Overtime Procedures:
  - 1. The District will send out a memorandum requesting that school security specialists sign up for overtime work (the “regular overtime list”) and for overtime work on short notice (“the hot list”).
  - 2. After compiling the regular overtime list, employees will be contacted going down the list until an employee accepts the overtime assignment. Communication attempts will be made using available District formats. A reasonable period of time (e.g. one school day) will be allowed for employee response. When an employee accepts an assignment, the next assignment is offered to the subsequent employee on the regular overtime list, i.e., the first employee on the regular overtime list is not contacted again until all employees on the list have been contacted for a possible overtime assignment.
  - 3. As soon as it becomes known that no employee on the regular overtime list is available or accepts the overtime assignment; or if assignment is open on short notice, employees on the hot list will be contacted using the rotation process as noted in two (2) above in an expedited manner. If no employee on the hot list is available or accepts the assignment, the Division Tactical Specialists or other staff will be asked to put out a call to security specialists assigned to buildings to request a volunteer. Alarm desk personnel, if qualified, may also be asked to volunteer for staff events if no school security specialist volunteers from the hot list. The District is not required, however, to ask alarm desk personnel to volunteer.
  - 4. If no volunteer is secured following paragraphs 1-3, the District shall have the right to assign mandatory overtime to the bottom 10% of the employees signed up on the regular overtime list. The 10% number shall be rounded up to the next highest employee. For example, if 37 employees have their name on the regular overtime list, the bottom 4 employees on the list ( $37 \times 10\% = 3.7$ , which rounds up to 4) are subject to mandatory overtime assignments. Assignments to employees in the bottom 10% will be made in inverse order of seniority with assignments rotated upwards until all employees in the bottom 10% have been given mandatory overtime. The list will thereafter start over again from the bottom and be rotated upwards.
  - 5. These procedures do not change any process currently in place that requires school security specialists to contact the Security Office of



a cancellation of a previously accepted overtime assignment, or any obligation to immediately contact the Security Office when it becomes apparent that a second security specialist will not be in attendance at an overtime event.

- i. If an employee has been authorized to work overtime, the employee shall be compensated for the total amount of overtime by:
  1. Paying all overtime at the appropriate rate, or,
  2. Instead of cash upon mutual agreement with the Safety and Security Department Manager, an employee may be granted comp time on the same basis as above, provided that not more than three (3) working days may be granted for overtime worked in a twelve (12) month period, September 1<sup>st</sup> to August 31<sup>st</sup> each year, as banked overtime. The employee at the time of submitting his/her time sheet covering the overtime shall indicate if he/she wishes to receive compensating time off instead of cash for overtime. If the Department Manager agrees, the employee having elected to receive compensating time off may use such accumulated time off to the maximum mentioned above at any time prior to August 31<sup>st</sup> provided the employee has obtained approval for the dates of the time off from the Department Manager.
  3. As of August 31, of each year, any employee with accumulated compensating time off which has not been used will be paid in cash for the amount unused and the accumulation will be eliminated.
  4. Overtime functions at elementary schools will be assigned first to the Division Tactical in the area, second to the Division Tactical with the most familiarity with the area or closest to the area with the most seniority.
  5. An employee who fails to work an overtime shift after having agreed to work will be subject to progressive discipline which may include removal from all overtime lists for thirty (30) days.

#### SECTION D: Assignments for extra work at building related events

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

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

is over 72 hours, each employee will be given the opportunity to select up to three (3) shifts.

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

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

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

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

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

Round Three – 24 hours to start of Security Detail.

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

3. If notification of a detail is given on a weekend or Holiday that needs to be filled within 72 hours, the 24 Hour Hot List will be utilized for the shifts occurring in the first 72 hours.
4. The acceptance of overtime/extra time should not interfere with the employee's primary duties. The accepted overtime/extra time duty will not overlap with the employee's primarily assigned duties/shift. The accepted overtime/extra time duty will not be assigned if it schedules the employee for more than 16 hours of service, in any District related duties, in a 24-hour period.
5. It is the employee's responsibility if he/she is not able to cover an accepted shift to notify the Department. If the accepted shift is turned back, assignment to the shift will be made by the Department procedures using the 24 Hour Hot List.
6. If he/she does not show up for an accepted shift, after 60 minutes, the assignment to the shift will be made by the Department procedures using the 24 Hour Hot List. If, after the unfilled shift has been filled, and the watch stander who was late eventually shows up, he/she will be sent home with no pay due.

7. Following these steps, remaining open shifts would then be offered to School Security Specialist in accordance with the provisions of Article XIV Section C of the IUOE/SSD 609 C (School Security Specialist) Agreement excepting Section C4 (h) 4.
  - a. If the District does have extra building security watch work and if the District assigns a School Security Specialist(s) to perform such work, all such assignments will be considered extra work and such assignments will otherwise be subject to the terms of the Alarm Monitors and Security Response Specialists collective bargaining agreement as applicable, except as provided in Section b, below.
  - b. Pay will be in compliance with the Alarm Monitors and Security Response Specialists collective bargaining agreement, including the Salary Schedule under Appendix A provided, however, a School Security Specialist so assigned will be paid at the salary step for a Security Response Specialist or Alarm Monitor as appropriate which is the closest salary step to but not below the salary step the School Security Specialists was eligible for and earned the immediately preceding school year but which is not more than the top step of either of the classifications under the Alarm Monitor CBA.
8. If there are remaining shifts available after all of the above procedures have been exhausted, they shall be offered to qualified members of the SSD/Local 609 A Agreement under the terms of past practices in the Custodial and Grounds Department.
9. Those assigned to a shift will remain on their assigned Security detail until relieved.
10. There may be instances, which would lend themselves (on a non-precedent setting basis) to an exemption from this agreement. In those cases, assignments may be made under the discretion of the Manager of the Department after consultation with the Union business Manager or their designees.
11. Extra time/Overtime Matrix on following page to be used as a general guideline for extra/overtime purposes. (Appendix C)

### EXTRA TIME/OVERTIME MATRIX

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

## SECTION E: Call Back

1. Call-back pay shall be granted in those situations where an employee is called back to work for a period of time that is not an extension of his/her regular assigned working time. Such call-back pay shall be at the prescribed overtime rate.
2. Minimum pay for calling an employee back to work at his/her place of employment shall be four (4) hours pay at the employee's hourly rate of pay for regular shift work.

## ARTICLE XV: STAFF ADJUSTMENT

- A. In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated. Staff on probationary status will be laid off first.
- B. If it is determined that a layoff is necessary, the parties to the Agreement will convene by no later than June 1 of each year to explore and try to reach agreement on alternatives to layoff.
  1. This process shall include, but is not limited to, specific procedures calling for reassignment, transfer, retirement, work-sharing, free time, or other methods directed towards the employees either directly or indirectly affected.
  2. If no alternatives are agreed to by July 30 of each year, the layoff procedure will be implemented as described in item C below.
- C. When the reduction of staff becomes necessary, employees shall be laid off based on a grid system using the following factors:
  1. Ability and performance as determined by the last two evaluations.
  2. Training associated with increments.
  3. Bargaining unit seniority.
  4. District seniority as a tie breaker.
- D. If and when positions become available, recall will be carried out in the reverse order of layoff; that is, the last person laid off will be the first person rehired.
- E. Any employee laid off under the provisions of this Article for fifteen (15) months shall lose all seniority and recall rights granted under this Collective Bargaining Agreement.
- F. Supervisory employees of the District who (a) serve in a supervisory capacity relating to 609C bargaining unit work (b) have previously worked as School Security Specialists represented by Local 609C and (c) hold licenses or meet appropriate requirements, shall be eligible for retention as School Security Specialists.

## ARTICLE XVI: LEAVES

### SECTION A: Eligibility for Leaves

1. Leave days earned/granted shall be in proportion to the employee's actual work hours.
2. The District does not grant short term (ten [10] work days or less) voluntary days off without pay except in unusual circumstances. Requests for long term (more

than ten [10] work days) leaves of absence in accordance with Sections H, I and J of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.

3. Long Term Leave Without Pay (not for health reasons) covered under Section J of this article will not be granted for employees whose performance has been evaluated unsatisfactory and/or placed on probation or employees currently subject to disciplinary action.

#### SECTION B: Sick Leave

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

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

8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees will contact the Safety and Security Office to verify their status no less than weekly unless their leave is converted to long term health leave, at which time employees will comply with the provisions of Section I of this article.
10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

### SECTION C: Long Term Health Leave

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

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

it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.

5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of Nutrition Services and Human Resources. Partial leaves for health reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

#### SECTION D: Child Care Leave

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

#### SECTION E: Adoption Leave

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

#### SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave, with pay, will be granted, for each occurrence of death in the employee's immediate family, provided that the employee provides the appropriate documentation.



2. In cases where emergency factors, long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave, with pay. Such requests must be pre-approved by the employee's manager or director.
3. For the purposes of this section immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who is living with, or considered part of the family. If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the employee's manager or director the reason(s) why this person is considered part of his/her family in advance of taking the leave.
4. Except as stated in F-2 (above), Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

#### SECTION G: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days annual leave per year for that purpose; provided that prior to utilizing Annual Leave for the purposes of religious observance, the employee, in writing to his/her area supervisor, identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.
2. When Annual Leave is utilized for the purpose of religious observance, in accordance with the provisions of 1 above, the affected employee may request 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 H: Injury While on Duty

1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. 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/Emergency Leave.
3. Medical Aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington, provided:
  - a. The employee shall promptly submit a Workmen's Compensation Claim with the assistance of the appropriate District office; and,
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred twenty (120) working days per new

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

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

#### SECTION I: Annual Leave

1. All employees shall receive annual leave pay at the rate of ten (10) days per year prorated upon scheduled work hours.
2. Earned Annual Leave shall be paid to employees upon separation. An employee will be allowed annual leave pay only for the amount accrued to that date.
3. No Annual Leave can be taken before earned.
4. 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 maybe taken as Annual Leave before retirement.

#### SECTION J: 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 Safety and Security Department and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.
2. When an employee is subpoenaed on the District's behalf as a witness in a court proceeding, during non-working hours, the employees shall be compensated at the appropriate hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.
3. For appearances, unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
4. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.

#### SECTION K: Personal Leave

1. Personal leave, with pay, shall be available for all employees for hardships or other pressing needs. It is granted in circumstances requiring absence during working hours for the purpose of attending to personal or legal business, or family matters.
2. A maximum of two (2) days non-accumulative personal leave per year becomes available on the first working day of the school year, provided that:
  - a. New employees hired between January 1 and May 1 are granted one (1) day for that school year; and,
  - b. New employees hired after May 1 shall not be granted Personal Leave for that school year.
3. Leave is granted subject to the following conditions:
  - a. The situation must be suddenly precipitated, or be of such a nature that preplanning could not have eliminated the need for the leave.
  - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
  - c. The employee must complete a Seattle School District Employee Leave Report and submit it to his/her immediate supervisor for signature as part of regular administrative process.
4. The procedure for obtaining personal leave is as follows:
  - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.

- b. The employee must give notice for such leave to the principal or supervisor as far in advance as possible.
  - c. Prior to, or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor, the Employee Leave Report form for signature and administrative process.
5. Some examples of matters that may be judged to qualify for personal leave are as follows: illness in the immediate family; court appearance or hearing involving the employee's personal interests; birth of a child in the family; extensions of Bereavement Leave by reason of special circumstances, i.e., travel distance, etc.; funeral of close friend or relative not included in Bereavement Leave; travel conditions - local (snow, accident, breakdown); emergency to property (flooding, storm, fire, etc.).

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

1. Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act and/or applicable Washington State law.
2. Military training duty of up to fifteen (15) days per year will be granted with pay for reservists ordered to active training duty. Such reservist shall sign over the military reserve check to the District and the employee shall be paid his/her normal pay check. The employee shall provide appropriate advance notice to the employer of his/her release for active duty for training. This benefit shall apply only to FTE employees.

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

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

1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) full and consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or the next available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay regardless of whether the leave is less than the employee's regularly assigned FTE.
4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 15 or the next available business day, if they are planning to return to service with the District at the beginning of the ensuing school year. The

District will attempt to return the employee to an available position similar to the position held prior to leave.

5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s). Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.

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

### **SECTION A: Discipline**

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employees shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and /or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.
- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meeting which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the Administrative Leave procedure shall be adhered to. See Memorandum of Understanding on page 57 of this document.
- D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment and Anti-Retaliation.

### **SECTION B. Investigation Procedures**

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

## **ARTICLE XVIII: GRIEVANCE PROCEDURE**

### **SECTION A: Definition**

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

### **SECTION B: Provisions**

1. The adjustment of grievances shall be accomplished as rapidly as possible.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.
3. At each step, failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn,
5. The Union shall be responsible for moving grievances beyond the informal step.
6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.
7. If a grievance has not been adjusted to the Unions satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. Grievances at steps 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.
9. If a grievance has not been adjusted to the Unions satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.
10. The Union may include at any step in this process any witness who is willing to participate.
11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

### **SECTION C: Procedure**

1. **INFORMAL STEP:** A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every

effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.

2. STEP 1: If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.
3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. STEP 2: If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1, or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations, Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.
5. STEP 3: If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration within fifteen (15) working days of the decision issued at Step 2 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through PERC.
  - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.
  - b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.
  - c. The fees of the arbitrator, the cost of transcription, and other necessary



general costs shall be shared equally by the District and the Union.

- d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests
- e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

#### **ARTICLE XIX: IDENTIFICATION CARDS**

At the beginning of each school year, each employee shall be issued an identification card which is to be visibly worn during working hours.

#### **ARTICLE XX: ASSIGNMENTS**

##### **SECTION A: School Year Assignments**

1. The Union recognizes that under the Management Rights provision in Article V(A)(1), that the District has the inherent and traditional right to transfer employees.
2. The Union recognizes that the District may reassign any school security specialist based on a reasonable stated reason at the end of a school year, but before the start of the next school year. The District's Manager of Safety and Security shall have final authority to reassign school security specialist staff. Such reasonably stated reasons include, but are not limited to the need to rebalance a school team with certain employee strengths, requests made by building principals, and requests made by school security specialists.
3. The District and Union recognize that school security specialist will only be reassigned during the school year if proper cause exists for such a transfer, which include but are not limited to judgment decisions made by the Manager of Safety and Security after consultation with the union that security specialist is not working well as a team, to balance staff, or because of employee resignations or other separations from the District. When moves take place mid-year, the District agrees to move the least senior person at the school, absent extenuating circumstances.
4. The Manager of Safety and Security will take into consideration principal staffing recommendations. Additionally, for end of the year transfers, the Manager for Safety and Security will allow staff to fill out preferences forms, indicating their work assignment preferences. If for any reason a security specialist does not complete the end of year checkout, including equipment return and turning in an assignment preference form the Manager of Safety and Security or his or her designee will follow up once as a reminder prior to assignment decisions being made. Notwithstanding any stated assignment preference or lack of an assignment preference, the District's Manager of Safety and Security shall have final authority to reassign school security specialist staff for any reasonable stated reason.

## SECTION B: Summer School Security Specialist Assignments

1. Employees who are interested in part-time hourly positions as School Security Specialist should contact the Manager of Security to have their names included on the ongoing program list. An updated copy of the list will be forwarded to the Union upon request. Requests should be filed no later than May 1<sup>st</sup> each year.
2. The employees who meet minimum qualifications will receive priority consideration in seniority order for available openings.

## SECTION C: Summer work outside of the bargaining unit

1. Employees who are interested in working in hourly positions as custodians and gardeners or 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 1<sup>st</sup> (March 1<sup>st</sup> for the 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 custodian positions will first be offered to qualified Local 609 represented school year employees.
  - b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodian positions will be first offered to qualified Local 609 represented school year employees.
2. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position;
  - b. Previous experience in the desired position
  - c. District seniority (tie-breaker)
3. Staff who work in supplemental positions will be subject to review by the evaluation process.

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

### SECTION A: Performance Evaluation

1. All employees will be evaluated by the security manager, with input from the building principal or designee.
2. Newly hired employees and/or employees who have been rehired shall complete at least a seventy-five (75) 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.
  - c. If the evaluations are average or better, the employee will be placed on regular status; and, at the time, seniority will be granted retroactive to the employee's starting date, which shall be adjusted to reflect any break in service for employees who have been rehired after voluntarily leaving employment with the District.
- 2. Assigned employees shall be evaluated annually.
  - 3. Employees shall be provided a copy of their annual job performance appraisal.
  - 4. The Job Performance Evaluation form for School Security Specialists 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 prior to submission to the Safety and Security Department.
  - 5. Whenever it is determined that the employee is performing at a below average level, such that an upcoming increment may not be granted, the supervisor shall give prompt written notice to the employee, identifying the areas in which performance must be improved to qualify for the upcoming increment. The Union shall be provided with a copy of such notice.
  - 6. Employees who are performing in such a manner that their annual evaluation rating may be categorically lower than the immediately preceding evaluation, shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating.

#### SECTION B: Corrective Action

- 1. The appropriate supervisor or supervisory designee will be primarily responsible for implementing and carrying out a corrective action program for employees who have been placed on probation during the regular evaluation process.
  - a. When an employee is placed on probation or reinstated probation, the Union will receive a copy of the probationary letter. This letter will identify the employee's specific:
    - 1. Actions which necessitated probation;
    - 2. Areas for improvement and the disciplinary action which will result if improvement is not made;
    - 3. Term of probation; and,
    - 4. A program for monitoring performance during that period.
  - b. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

## **ARTICLE XXII: TRAINING**

### **SECTION A: Purpose**

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

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

1. Mandatory in-service training may be scheduled, conducted or contracted for by the District.
2. Mandatory in-service training may be conducted during regularly scheduled work hours or at times not regularly scheduled as work hours.
  - a. When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly assigned duties.
  - b. When such classes are conducted outside regularly scheduled work hours, participants shall be compensated in accordance with the Fair Labor Standards Act.
3. In the event that non-avoidable\*\*\* circumstances make it impossible to attend the mandatory training:
  - a. The employee shall inform the Manager of Safety and Security Department as soon as the non-avoidable circumstance becomes known.
  - b. The employee shall present a plan to the Manager of Safety and Security Department that will show how the mandatory training will be completed by August 31st of same school year. c. If both the direct supervisor of the Manager of the Safety and Security Department and the Business Manager of Local 609 agree that the circumstances are non-avoidable, that notice was given as soon as possible, and that the plan is completed, the increment will be granted.
4. Employees who do not satisfactorily complete (as determined by the instructor) the mandatory training will not be eligible for the next Performance Evaluation Increment. Employees who do not participate in mandatory in-service shall be subject to disciplinary action. The District will not be responsible for offering, providing, nor will it accept, or recognize training that the District has not specifically approved for the purposes of this section.

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

## SECTION C: Voluntary Training

Voluntary training for educational advancement on the salary schedule (item XII-A-4) shall be determined/approved by the Joint Labor Management Voluntary Training Committee (Section XXV-A).

Voluntary training courses for asterisk positions will be reviewed and approved separately by the Voluntary Training Committee in light of expanded responsibilities.

## ARTICLE XXIII: EMPLOYMENT RECORD

- A. Materials placed in employee's personnel file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the employee's knowledge. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.
- B. Materials, as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.
- C. Documents referred to in A and B above will become a part of the employee's personnel records for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. Sustained or uncontested discipline for egregious conduct (sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.
- D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreement by the employee with the appropriateness of the content of the materials in his/her personnel file may be a matter to be pursued through the grievance procedure.
- E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.
- F. The District will release employment record data as required under a court order or under the Public Records Act. Prior to the release of employment records the employee will be notified and be given an opportunity to review the records to be released. Private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

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

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

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

- B. Preservation of Order:

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

1. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with the real or personal property which lawfully is in his/her possession, in the possession of another employee or student, or upon school premises.
  2. Reporting Procedures:
    - a. an employee shall immediately report any assault suffered by him/her in connections with District employment to his/her building principal/program manager and cooperate fully in the completion of written and oral reporting procedures consistent with Article XVI, Section H. This does not preclude and employee calling 911 prior to notifying the District.
    - b. Any employee involved in the investigation and reporting of assaults, injuries, or other safety-related investigations shall comply with any request for information in his or her possession that relates to the assault of the persons involved.
- C. Information provided to school administrators about student conduct including threats of violence, harm to employees, sex crimes, juvenile court records, etc. shall be disclosed to school security in accordance with RCW 28A.320.128 (2002) and RCW 9A.44.130.

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

- A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:
1. Issues or problems of District policy which affect the bargaining unit.
  2. Issues or problems related to contract administration, other than formal grievances which are being processed.
  3. Other matters of mutual concern.
  4. Either party may place an issue on the agenda.
- B. Monthly the Union and Labor Relations Department will meet to discuss pending grievances and complaints. A chart of pending grievances and complaints shall be updated and transmitted to the Union at least five (5) work days prior to the monthly meeting. Meetings may be cancelled by mutual agreement.
- C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

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

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

## **ARTICLE XXVII: JOB DESCRIPTION**

In the event the District plans to materially (substantially) change a job description, or creates a new job description which includes work duties traditionally performed by bargaining unit members, it shall contact the Union. The District shall supply the Union with a copy of the proposed changes or new job description. Prior to adopting any changes, it shall allow the Union fifteen (15) work days to respond. The Union may respond either orally or in writing. If material (substantive) changes are made to a job description, or a new job description created which includes work duties traditionally performed by bargaining unit members, the Union may request to bargain with the District over salary for that particular job. The salary and job classification

placement will be negotiated using the following job factors: skill, responsibility, working conditions, and effort to perform the job as required by the new job description.

**ARTICLE XXVIII: DISTRIBUTION OF AGREEMENT**

- A. As soon as possible, a master copy of the Agreements entitled “Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Local No. 609C” as revised, shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.

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

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

**ARTICLE XXX: NO-STRIKE CLAUSE**

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



**SCHOOL SECURITY SPECIALIST**

**APPENDIX A1**

**609 C1 (202 Day)**

**2017-18 SALARY SCHEDULE (SS1)**

Training Increment (Hours)	Salary Plan		Step 1	Step 2	Step 3	Step 4	Step 5
BASE	PS1	Annual	\$35,192.13	\$36,410.35	\$37,686.06	\$38,979.21	\$40,305.17
BASE	PS1	Monthly	\$3,519.21	\$3,641.04	\$3,768.61	\$3,897.92	\$4,030.52
BASE	PS1	Hourly	\$21.78	\$22.53	\$23.32	\$24.12	\$24.94
28	PS2	Annual	\$35,857.17	\$37,131.85	\$38,419.44	\$39,718.15	\$41,085.19
28	PS2	Monthly	\$3,585.72	\$3,713.19	\$3,841.94	\$3,971.82	\$4,108.52
28	PS2	Hourly	\$22.19	\$22.98	\$23.77	\$24.58	\$25.42
56	PS3	Annual	\$36,596.12	\$37,852.32	\$39,182.41	\$40,549.46	\$41,873.67
56	PS3	Monthly	\$3,659.61	\$3,785.23	\$3,918.24	\$4,054.95	\$4,187.37
56	PS3	Hourly	\$22.65	\$23.42	\$24.25	\$25.09	\$25.91
84	PS4	Annual	\$37,279.64	\$38,591.26	\$39,976.78	\$41,325.35	\$42,766.28
84	PS4	Monthly	\$3,727.96	\$3,859.13	\$3,997.68	\$4,132.54	\$4,276.63
84	PS4	Hourly	\$23.07	\$23.88	\$24.74	\$25.57	\$26.46
112	PS5	Annual		\$39,367.15	\$40,771.14	\$42,156.66	\$43,618.40
112	PS5	Monthly		\$3,936.72	\$4,077.11	\$4,215.67	\$4,361.84
112	PS5	Hourly		\$24.36	\$25.23	\$26.09	\$26.99
140	PS6	Annual			\$41,565.50	\$42,987.97	\$44,502.80
140	PS6	Monthly			\$4,156.55	\$4,298.80	\$4,450.28
140	PS6	Hourly			\$25.72	\$26.60	\$27.54
168	PS7	Annual				\$43,800.80	\$45,371.06
168	PS7	Monthly				\$4,380.08	\$4,537.11
168	PS7	Hourly				\$27.10	\$28.08
196	PS8	Annual				\$44,706.01	\$46,257.79
196	PS8	Monthly				\$4,470.60	\$4,625.78
196	PS8	Hourly				\$27.66	\$28.62
224	PS9	Annual				\$45,609.87	\$47,213.62
224	PS9	Monthly				\$4,560.99	\$4,721.36
224	PS9	Hourly				\$28.22	\$29.22
252	PS10	Annual				\$46,543.92	\$48,142.09
252	PS10	Monthly				\$4,654.39	\$4,814.21
252	PS10	Hourly				\$28.80	\$29.79
280	PS11	Annual				\$47,458.57	\$49,099.34
280	PS11	Monthly				\$4,745.86	\$4,909.93
280	PS11	Hourly				\$29.37	\$30.38
308	PS12	Annual				\$48,400.72	\$50,100.29
308	PS12	Monthly				\$4,840.07	\$5,010.03
308	PS12	Hourly				\$29.95	\$31.00

Effective 9/1/17 with 3.0% negotiated increase

**SCHOOL SECURITY AT-RISK TACTICAL SPECIALIST\***

**APPENDIX A2**

**609 C2 (202 Day)**

**2017-18 Salary Schedule (SS5)**

**Effective 9/1/17 with 3.0% increase**

Training Increment (Hours)			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BASE	PS1	Annual	\$36,941.76	\$38,218.40	\$39,575.84	\$40,933.28	\$42,306.88
BASE	PS1	Monthly	\$3,694.18	\$3,821.84	\$3,957.58	\$4,093.33	\$4,230.69
BASE	PS1	Hourly	\$22.86	\$23.65	\$24.49	\$25.33	\$26.18
28	PS2	Annual	\$37,652.80	\$38,994.08	\$40,335.36	\$41,708.96	\$43,131.04
28	PS2	Monthly	\$3,765.28	\$3,899.41	\$4,033.54	\$4,170.90	\$4,313.10
28	PS2	Hourly	\$23.30	\$24.13	\$24.96	\$25.81	\$26.69
56	PS3	Annual	\$38,428.48	\$39,737.44	\$41,143.36	\$42,581.60	\$43,955.20
56	PS3	Monthly	\$3,842.85	\$3,973.74	\$4,114.34	\$4,258.16	\$4,395.52
56	PS3	Hourly	\$23.78	\$24.59	\$25.46	\$26.35	\$27.20
84	PS4	Annual	\$39,139.52	\$40,513.12	\$41,967.52	\$43,389.60	\$44,908.64
84	PS4	Monthly	\$3,913.95	\$4,051.31	\$4,196.75	\$4,338.96	\$4,490.86
84	PS4	Hourly	\$24.22	\$25.07	\$25.97	\$26.85	\$27.79
112	PS5	Annual		\$41,337.28	\$42,807.84	\$44,262.24	\$45,781.28
112	PS5	Monthly		\$4,133.73	\$4,280.78	\$4,426.22	\$4,578.13
112	PS5	Hourly		\$25.58	\$26.49	\$27.39	\$28.33
140	PS6	Annual			\$43,648.16	\$45,134.88	\$46,718.56
140	PS6	Monthly			\$4,364.82	\$4,513.49	\$4,671.86
140	PS6	Hourly			\$27.01	\$27.93	\$28.91
168	PS7	Annual				\$45,991.36	\$47,639.68
168	PS7	Monthly				\$4,599.14	\$4,763.97
168	PS7	Hourly				\$28.46	\$29.48
196	PS8	Annual				\$46,944.80	\$48,560.80
196	PS8	Monthly				\$4,694.48	\$4,856.08
196	PS8	Hourly				\$29.05	\$30.05
224	PS9	Annual				\$47,865.92	\$49,562.72
224	PS9	Monthly				\$4,786.59	\$4,956.27
224	PS9	Hourly				\$29.62	\$30.67
252	PS10	Annual				\$48,867.84	\$50,548.48
252	PS10	Monthly				\$4,886.78	\$5,054.85
252	PS10	Hourly				\$30.24	\$31.28
280	PS11	Annual				\$49,821.28	\$51,534.24
280	PS11	Monthly				\$4,982.13	\$5,153.42
280	PS11	Hourly				\$30.83	\$31.89
308	PS12	Annual				\$50,823.20	\$52,616.96
308	PS12	Monthly				\$5,082.32	\$5,261.70
308	PS12	Hourly				\$31.45	\$32.56

\*Employees classified as School Security at Risk Tactical Specialists receive 5% additional compensation at each step

2017/18 with 3.0% negotiated increase

DIVISION LEAD TACTICAL SPECIALIST\*  
609 C3 (202 Day)  
2017-18 Salary Schedule (SS4)

APPENDIX A3

Increments	Step	1	2	3	4	5
		<b>Base</b>	<b>28</b>	<b>56</b>	<b>84</b>	<b>112</b>
	Annual	\$55,109.73	\$57,011.96	\$58,987.35	\$61,035.90	\$63,157.62
	Monthly	\$5,510.97	\$5,701.20	\$5,898.74	\$6,103.59	\$6,315.76
	Hourly	\$34.10	\$35.28	\$36.50	\$37.77	\$39.08

\*Base step is 10% higher than highest rate, Security Specialist includes School Operations Coordinator effective 8/1/2013.

Effective 9/1/17 with 3.0% negotiated increase



**APPENDIX B**

**IUOE LOCAL 609  
 GRIEVANCE REVIEW REQUEST**

**DESTINATION:**

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

Seattle School District #1

**GRIEVANCE NUMBER:**

SSD#:

Local 609#:

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

**APPENDIX C**

**EXTRA TIME/OVERTIME MATRIX – SCHOOL SECURITY SPECIALISTS**

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

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

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

Effective September 1, 2006, pay an hourly sum of sixty cents (\$.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

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

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

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

**2017-2020**  
**MEMORANDA OF UNDERSTANDING**  
**between**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**and**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609-C**  
**(School Security Specialists)**  
**Includes**

**Summer Employment**

**Video Surveillance**

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

**Non-Retaliation**

**Change of Immigration Status**

**Harassment and Discrimination Investigation Investigations**

**Administrative Leave Procedure**

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

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

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

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

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



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

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective when signed by both parties and expires at the same time 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 Manager of Safety and Security. 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 AGREEMENT BETWEEN IUOE LOCAL 609  
AND SEATTLE SCHOOL DISTRICT No. 1**

**AGREEMENT REGARDING DISCRIMINATION, RETALIATION,  
AND HIB COMPLAINT INVESTIGATION PROCESSES**

**I. RECEIPT AND LOGGING OF COMPLAINT**

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

**II. INTAKE MEETING**

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

**III. ACKNOWLEDGEMENT OF COMPLAINT**

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

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

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

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

**V. UPDATES TO LOCAL 609**

Once the interview of the complainant is completed, an LER staff member on a bi-weekly

basis (every other week) will update the appropriate Local 609 representative on the status of the investigation. These updates may be provided by email.

#### **VI. FINDINGS/OUTCOME LETTERS**

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

#### **VII. CLOSE OUT MEETING**

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

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

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

This Agreement made and entered into this 19<sup>th</sup> day of April 2017.

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

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

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

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

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

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

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

**Statement of Intent**

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

**Notification to Union**

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

**Time off**

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

**Reemployment Within 12 Months**

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

**Reemployment within 24 months**

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

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

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

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

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

to discuss the complaint. At this time, either the complainant or Local 609 can outline any relevant information for the SPS investigator, including whether the alleged harasser or discriminating person has a history of complaints.

8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.
12. Labor Relations continues to provide oversight and advice in all investigations, regardless of who is assigned to investigate.
13. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. Frontline managers/supervisors that conduct investigations shall be empowered to resolve the matters at their level.



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

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

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

Administrative Leave Procedure: Local 609 Employees

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

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

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

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

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

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

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



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

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

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

Seattle School District Negotiating Team:

Stan Damas  
Lorraine Wilson  
Pegi McEvoy  
Bruce Skowyra  
Teresa Fields  
Larry Dorsey  
JoLynn Berge  
Nate Van Duzer  
Mark McCarty  
Trina DeBiase  
Denise McElhinney  
Patricia Dorgan

Local 609 Negotiating Team:

Mike McBee, Chief Negotiator  
David Westberg  
Jennifer Francis  
Rachel Buck

In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March 2018.

**Seattle School District No.1**

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

\_\_\_\_\_  
Larry Nyland  
Superintendent  
Seattle Public Schools

\_\_\_\_\_  
Rachel Buck, President  
IUOE Local 609

\_\_\_\_\_  
Clover Codd  
Assistant Superintendent of Human Resources  
Seattle Public Schools

\_\_\_\_\_  
Dave Westberg, Business Manager  
IUOE Local 609

\_\_\_\_\_  
Mike McBee, Recording and Corresponding  
Secretary

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

**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

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

(Alarm Monitors & Security Response Specialists)

**ARTICLE I: PARTIES TO THE AGREEMENT**

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

**ARTICLE II: RECOGNITION**

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

**ARTICLE III: APPLICATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION A: Procedure**

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

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

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

### **SECTION A: Provisions**

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

## SECTION B: Salary and Benefits

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

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

### SECTION A: Salary Schedule(s)

1. The 2017-18 Salary Schedules shall be shown in Appendix A, B and C.
2. During the 2018-19 school year, the base wage rates specified in Appendix A shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates specified in Appendix A shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:  
The increase will be in addition to the increments called for by XII-A-4 below.
  - a. Prior to effectuating the state-designated increases pursuant to 2 and 3 above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.
  - b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the

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

4. Increments:

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

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



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

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

#### SECTION B: Group Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION C: Protection of Personal Property

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

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

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

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

#### SECTION D: Travel Allowance

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

#### SECTION E: Retirement Benefits

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

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

#### SECTION F: Holidays

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

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

## **ARTICLE XIII: PROMOTIONS**

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

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

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

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

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

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

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

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

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

#### SECTION B: Lunch and Rest Periods

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

#### SECTION C: Overtime

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

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

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

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



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

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

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

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

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

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

Round Three – 24 hours to start of Security Detail

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

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

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

**EXTRA TIME/OVERTIME – MATRIX**

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

### SECTION E: Call Back

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

### SECTION F: Emergency Staffing

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

### SECTION G: Double Shifts

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

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

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

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

## **ARTICLE XVI: LEAVES**

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

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

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

## SECTION B: Sick Leave

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

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

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

#### SECTION C: Long Term Health Leave

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

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

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

#### SECTION D: Child Care Leave

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

#### SECTION E: Adoption Leave

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

#### SECTION F: Bereavement Leave

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



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

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

#### SECTION G: Religious Observance Days

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

#### SECTION H: Injury While on Duty

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

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

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

SECTION I: Annual Leave

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

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

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

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

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

## SECTION K: Personal Leave

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

## SECTION L: Military Leave and Service Credit

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

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

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

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

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

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

#### SECTION A: Discipline

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

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

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

#### SECTION B. Investigation Procedures

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

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

#### SECTION A: Definition

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

#### SECTION B: Provisions

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

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

#### SECTION C: Procedure

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



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

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

#### SECTION D: Jurisdictional Disputes

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XXII: TRAINING**

### **SECTION A: Purpose**

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

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

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

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

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

## **ARTICLE XXIII: EMPLOYMENT RECORD**

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

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

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

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

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

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

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

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

B. Preservation of Order:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A  
 SECURITY ALARM MONITOR  
 Salary Schedule  
 2017-2018

APPENDIX  
 A-1

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

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

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

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



**SECURITY RESPONSE SPECIALIST**

**APPENDIX B**

**609 AD2 (260 Day)**

**2017-18 Salary Schedule**

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

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

**SECURITY RESPONSE SPECIALIST TECHNICAL LEAD\***

**APPENDIX C**

609 AD3 (260 Day)

2017-18 Salary Schedule

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

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

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**EMERGENCY MANAGEMENT SPECIALIST**

609 AD3 (260

Day)

2017-18 Salary Schedule

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

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

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



**APPENDIX E  
 EXTRA TIME/OVERTIME MATRIX**

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

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

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

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

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

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

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

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

**Summer Employment**

**Video Surveillance**

**Non-Retaliation**

**Change of Immigrant Status**

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

**Harassment and Discrimination Investigations**

**Administrative Leave**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**Statement of Intent**

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

**Notification to Union**

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

**Time off**

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

**Reemployment Within 12 Months**

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

**Reemployment within 24 months**

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

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

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

**I. RECEIPT AND LOGGING OF COMPLAINT**

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

**II. INTAKE MEETING**

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

**III. ACKNOWLEDGEMENT OF COMPLAINT**

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

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

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

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

**V. UPDATES TO LOCAL 609**

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

**VI. FINDINGS/OUTCOME LETTERS**

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

**VII. CLOSE OUT MEETING**

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

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

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

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

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

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

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

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

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

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

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

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

Administrative Leave Procedure: Local 609 Employees

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

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

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

1. Making the Administrative Leave Decision. The decision to place an employee on administrative leave will be made by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available). The District will provide the employee and Local 609 written notice of the allegations, and meet with the employee and a Local 609 representative (if the employee desires representation), prior to making the decision to place a Local 609 bargaining unit member on administrative leave.
  - a. Emergency Removal. The District reserves the right to forego this meeting if the nature of the allegations against the employee necessitates his or her immediate removal from the workplace. In such cases, the District agrees to meet with the employee and a Local 609 representative (if the employee desires representation) to discuss the decision to place the employee on administrative leave on the following business day. Building administrators will be advised that if they believe a staff member should be placed on administrative leave, they should contact the Assistant Superintendent, Human Resources and the Local 609 member's Department Director/Manager (or their designees, if the Assistant Superintendent, Human Resources and/or Department Director/Manager is not available).
  - b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of



Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30 day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.
3. Administrative Leave is Not Imposed As Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.
4. Employee Rights on Leave. At the time the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal belongings, and (5) that s/he can get periodic updates on the status of his or her leave.
5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.
6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.

7. Witness Interviews. Local 609 bargaining unit members interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location that is convenient for them. Local 609 bargaining unit members may bring a Local 609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.
8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

\*This Memorandum is considered signed when the Agreement is signed.



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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-A  
(Custodial Engineers and Gardeners)**

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**Includes:**

**2017-2020 Collective Bargaining Agreement**

**2017-2020 Memoranda of Understanding**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609**  
**(Custodial Engineers and Gardeners)**

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**Seattle School District Negotiating Team:**

**IUOE Local 609 Negotiating Team:**

Lorraine Wilson, Chief Negotiator

Mike McBee, Chief Negotiator

Stanislaw Damas

David Westberg

Pegi McEvoy

Jennifer Francis

Bruce Skowyra

Rachel Buck

Larry Dorsey

Teresa Fields

JoLynn Berge

Mark McCarty

Nate VanDuzer

Patricia Dorgan

Denise McElhinney

Trina DeBiase

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**Seattle School District No.1**

**International Union of Operating Engineers,  
Local 609**

\_\_\_\_\_  
Dr. Larry Nyland  
Superintendent  
Seattle Public Schools

\_\_\_\_\_  
Rachel Buck  
President  
IUOE Local 609

\_\_\_\_\_  
Clover Codd  
Assistant Superintendent of Human Resources  
Seattle Public Schools

\_\_\_\_\_  
David Westberg  
Business Manager  
IUOE Local 609

\_\_\_\_\_  
Mike McBee  
Recording and Corresponding Secretary  
IUOE Local 609

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**Custodial Engineers and Gardeners**

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2017-2020 COLLECTIVE BARGAINING AGREEMENT

BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-A  
(Custodial Engineers & Gardeners)

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**ARTICLE I: PARTIES TO THE AGREEMENT**

This Agreement is entered upon the date it is signed by both parties. The parties are the Seattle School District No. 1 and Union Local 609, International Union of Operating Engineers, representing those employees of the Seattle School District No. 1 working in job classifications listed in Appendices A, B and C except those employees excluded by Chapter 41.56 RCW or rulings of the Public Employment Relations Commission.

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**ARTICLE II: RECOGNITION**

- A. The provisions of this Agreement shall be applicable to the employees of the Seattle School District as outlined above.
- B. Seattle School District recognizes the International Union of Operating Engineers Local No. 609 to be the sole and exclusive bargaining agent for its aforesaid employees and to be entitled to act for and to negotiate agreements covering all employees in the unit and to be responsible for representing the interests of all such employees, pursuant to law, Chapter 41.56 RCW as amended.
- C. When the word "District" is used, it refers to Seattle School District No. 1. When the word "employee" is used, it refers to a member of the bargaining unit referred to in Article 1 above. When the word "Union" is used, it refers to the International Union of Operating Engineers, Local 609-A.

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**ARTICLE III: APPLICATION OF AGREEMENT**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article 1 shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.
- B. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.
- C. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Union. Such alterations, changes, additions or deletions shall expire with this Agreement. Memoranda of understanding executed prior to the effective date of this Agreement are null and void.  
The parties will meet and review settlement agreements on an annual basis no later than March 15.

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D. Neither party shall be required to negotiate or bargain on any issue during the term of this agreement, except as otherwise provided in this Agreement.

**ARTICLE IV: AFFIRMATIVE ACTION**

- A. It is the policy of the District to employ persons on the basis of merit, training, and experience and that there shall be no discrimination against any employee or applicant because of race, creed, color, religion, marital status, national origin, economic status, sex, sexual orientation, age, or handicap except as may be permitted to meet a bona fide occupational qualification and the District shall comply with State or Federal laws as may pertain thereto.
- B. In implementing the Affirmative Action program, the District shall recruit, employ, and assign personnel in conformity with State and Federal laws, rules, regulations, and directives.

**ARTICLE V: MANAGEMENT RIGHTS**

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
  - 1. The right of the District to hire, terminate, suspend, transfer, promote, demote, or discipline employees for proper cause;
  - 2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment;
  - 3. The right to determine the starting and quitting time and the number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to the Fair Labor Standards Act; and,
  - 4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.
- B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the district's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.

C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing facilities services to support the needs of schools and departments of the District.

- 1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Facility Operations Department (FOD) to provide facility services for the needs of students, staff and community members in schools and departments of the District.

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2. **Service Expectations.** The types of services, and the level expected are defined in Cleaning Cycle Territory Reports, Task Lists, preventative maintenance requirements, and other documents describing the services to be provided. They are to be communicated to the employees covered by this agreement as well as the customer representatives in the schools and departments to assure common understanding of expectations.

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3. **Communications.** Routine communication regarding coordination of service needs and service delivery within the established service expectations should occur between the customer site representative, usually the principal or department head or designee, and the Local 609 bargaining unit employee in charge of facilities services at a site (usually the Custodial Engineer). This would include communication about the scheduling or timing of needed services (for example, the timing of an assembly on any given day, but not the adjusting of a cleaning schedule or special requests consistent with the scope of service). Such communication should also include the initial discussion of concerns about a service request or the quality or level of service provided. Whenever a question or concern is not resolved by such discussion to the satisfaction of either the customer representative or the Local 609 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the FOD. This is consistent with the expectation that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor Relations Department and Union.

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4. **Supervision.** The Local 609 bargaining unit employees covered by this agreement are employed by the Facilities Operations Department and supervised by a chain of command within that Department. The Chain of Command is as established by the FOD, and in consultation with the Union clearly communicated to employees covered by this Agreement as well as customer representatives annually and as needed. Supervisors and managers are defined for purposes of management decisions as administrative employees who are not members of the Union.

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5. **Evaluation.** Performance evaluation of Local 609 bargaining unit employees covered by this Agreement are to be conducted by the chain of command in the FOD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the FOD in consultation with the Union. Customer site representatives may provide input to the FOD regarding the performance of Local 609 members working at the customer's site.

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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.

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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.

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~~F.~~ The exercise of the Management Rights herein does not modify the employee's right to appeal through the Grievance Procedure, when such exercise violates the letter and intent of this Agreement.

**ARTICLE VI: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP**

The District agrees that it will not interfere with the right of its employees to become members of the Union and will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of his/her membership in the Union.

**ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT**

- A. In the employment of new or additional employees, the District shall have the right to employ persons without regard to membership in the Union.
- B. Upon completion of the hiring process, the District shall provide to the Business Representative of the Union the name, address, and date of employment of all newly hired employees covered by this Agreement.
- C. It is agreed that all employees under this Agreement will become members of the Union after thirty-one (31) days of employment and maintain membership as a condition of continued employment unless an RCW 41.56 exception applies.
- D. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.

**ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES**

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes ~~in~~ dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to

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it in error on account of the check off provisions upon presentation of proper evidence thereof.

#### ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES

- A. The Union shall have the right to post notices of their activities and matters of organization concern on a bulletin board in the employees' work area.
- B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members in District facilities, such authorized agents shall check in at the building office to be directed into the District facility.
- C. The Business Manager/designee is invited to participate as an observer in regularly scheduled general custodial and/or gardener meetings.
- D. The Union may designate one (1) custodial employee, per shift, as a steward for each nine (9) school buildings and one (1) gardener employee as a steward for each crew; provided that the Union may designate a temporary steward to act for any regular steward who is absent for any reason. The Union will notify the District of the designated stewards and the effective appointment date(s).

#### ARTICLE X: LEAVES FOR UNION ACTIVITIES

##### SECTION A: Eligibility

Officers of the Union and Union members who are listed as official delegates or participants in the formal program of a function or convention, and Union officers or members who are authorized to represent the Union at Union programs, conventions, and legislative meetings (pursuant to Chapter 174, Laws of Washington, Extraordinary Session 1969, amending Chapter 41.56 RCW) may be granted leave to attend the meetings and conferences subject to the procedure set forth in Section B below.

##### SECTION B: Procedure

1. Request for leave of any officer or member shall be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to Department Manager or designee, a minimum of five (5) working days before the leave is to take effect. If five (5) working days' notice is not possible (e.g., meetings with District personnel when less than five (5) working days' notice is provided to the Union), notice shall be provided as soon as possible.
2. An officer or member of the Union who is granted a Union activity leave shall be paid the regular rate of pay as if he/she were on the job during the period of leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.
3. The Union will be provided a pool of one hundred (100) substitute days per year of the Agreement consisting of fifty (50) days paid for by the District and up to fifty (50) additional days paid for equally by the Union and the District. The pool of days will be shared by the Operating Engineers Local No. 609-A (Custodial

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Engineers and Gardeners), No. 609-B (Nutrition Services), No. 609-C (School Security Specialists) and Security Response Specialists and Alarm Monitors for the purposes of meeting with the District's representative(s) to resolve grievances, to represent members and their interests with the employer or negotiate collective bargaining agreements.

a. In situations where a substitute is not feasible due to the member's unique work skills (or a substitute is not available) to cover for the union member's union release time, the District will pay the employee's regular hourly rate for the union release time; however, such days will be counted against the combined substitute pool days on the same basis as if a substitute were utilized.

b. Where a substitute is not feasible due to the member's unique work skills, the District may request that the member be recalled to work at the District for situations mutually agreed upon by the district and Union, in writing. When such member is recalled to work at the district, the member's Union release on that day will not be charged against the pool of substitute days.

c. The pool of substitute days for union release time will not be charged for situations where the District has cancelled a scheduled meeting with less than one (1) workdays advance notice.

4. Should the Superintendent's office or other senior District representative (Directors of: Labor Relations, Human Resources, Facilities etc.) require the assistance or attendance of any official of Local No. 609, the substitute, if needed will be paid for by the District.

**ARTICLE XI: LEAVE FOR BUSINESS MANAGER AND FULL-TIME OFFICER**

**SECTION A: Provisions**

1. The Business Manager/Agent of the Union and one (1) full-time officer of the Union shall be provided full time leave for the term of such office, without loss of salary or fringe benefits subject to full pre-paid monthly reimbursement to the District by the Union.

2. The Union agrees to indemnify and to defend the District and its representatives and to hold each and all of them harmless from any and all claims, liabilities, or costs which arise out of entering into or enforcement of this section.

**3. Leaving Office:**

a. Upon leaving office, the Business Manager/Agent and/or the full-time officer must notify the District in writing within two (2) weeks if the Business Manager/Agent and/or the full-time officer wishes to return to full-time District employment.

b. If such notification is given the Business Manager/Agent and/or the full-time officer shall be entitled to resume employment duties on a mutually agreeable date in a position comparable to his/her previous position which includes seniority promotion for which he/she would be eligible as commonly made with the District.

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SECTION B: Salary and Benefits

1. The salary of the Business Manager/Agent and the full-time officer while on leave shall be set by the Union and the District agrees to pay a like amount to the Business Manager/Agent and full-time officer subject to full reimbursement in advance each and every month for all monies expended.
2. The District agrees to maintain accumulated sick/emergency leave, retirement, and seniority rights for the Business Manager/Agent and full-time officer during the period of the leave. The Union is responsible for keeping and submitting to the District monthly sick and annual leave records for employees on Union Leave status.
3. The Business Manager/Agent, full-time officer, and all other employees on Union Leave are specifically excluded from District liability coverage, and risk insurance, if any, for such liability must be provided for the Business Manager/Agent and full-time officer by the Union.
4. Employees who are injured while on Union Leave are not eligible for on the job injury supplements as provided in Article XVI Section H.

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**ARTICLE XII: WAGES AND EMPLOYEE BENEFITS**

SECTION A: Wages

1. The ~~2017-2018~~ Salary Schedules shall be as shown in Appendices A, B and C.
2. During the ~~2018-19~~ school year, the base wage rates, premiums and the like specified in Appendixes A, B, and C shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates, premiums and the like specified in Appendix A, B, and C shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:  
The increase will be in addition to the increments called for by XII-A-3, below.
  - a. Prior to effectuating the state-designated new increases pursuant to 2 and 3, above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a current negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.
  - b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school District classified staff for the duration

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of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

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5. Increments. Increments shall be granted to eligible employees two (2) times per year, to be effective 09/01 and 03/01.

- a. Eligible employees are defined as employees who:
  - 1. Are working in full or part time positions represented by Local 609A as of 02/28, to be eligible for the following 09/01 increment advancement, and, 08/31, to be eligible for the following 03/01 increment advancement; and,
  - 2. Received a satisfactory or better rating on their immediately preceding evaluation. Employees who did not receive a satisfactory or better on their evaluation and have successfully completed a work improvement plan will be eligible for the next increment. Delays in administering a work improvement plan will not be held against the employee in regard to the payment of an increment.
- b. Eligible employees shall be advanced one (1) step on the appropriate salary schedule; provided that, a maximum of two (2) increments, exclusive of the licensing increment (c below), may be obtained in any twelve (12) month period.
- c. An unlicensed employee who provides proof of acquiring a City of Seattle 4th Grade Boiler Operator's License shall receive one (1) additional pay increment effective as of the month following notification of such acquisition. In no event shall the employee's compensation exceed the top step of the G classification. The provisions of this section shall also be extended to boiler licensed employees who obtain a refrigeration license in which case the employee will receive a second increment for the refrigeration license.
- d. Increment advancement for eligible employees in classifications J, K, L, M (20), MC-K, MC-L, MC-M, MC-M (1), MC-N, Senior Gardener, Landscape Lead, Sports Complex Groundskeeper and Equipment Operator classifications is dependent upon the individual employee's satisfactory completion of a minimum of thirty (30) hours of training/classes per increment cycle. Such training/classes must be approved by the Facilities Department. Increment advancement shall not exceed one (1) pay increment per increment cycle or for custodial engineers (J classification and above) up to one classification for the duration of the Agreement. Advancement applies to pay increment only. Training hours taken but not used may be used in the next increment cycle if reported to the Director in writing. Training hours may not be "banked" for over one year.

- Deleted: Prior to effectuating pass through increases pursuant to 2a and b above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass through commitment will be deemed null and void except as agreed in subsequent negotiations.¶
- d. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with 609 the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.¶
- e. Prior to the 2016-17 school year, the parties agree to conduct a joint comprehensive compensation study and will meet to discuss the application of the salary survey. The parties agree that the results of the survey will be analyzed for application to the salary schedule and agree that the results of the salary survey will not necessarily be wholly applied in the 2016-17 school year.¶
- f. In addition to the increases described in 2 above additional increases shall be applied noted below each year beginning in 2014-15:¶  
Assistant Custodians: 0.5% ¶  
Gardeners, Senior Gardeners and Sports Complex Staff: 2.5%¶  
Landscape Lead and Equipment Operator: 2.25% ¶  
All job titles on Appendix C: 2.5%¶
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1. Hours worked as an approved instructor can count towards increment hours with pre-approval.

e. An employee in the Grounds Department classified as a Gardener or above, who provides proof of acquiring a Master Gardener Certification (WSU Program), a Washington Certified Landscaper Certificate, or certification as a Certified Arborist from the International Society of Arboriculture or a verified equivalent certification, shall receive one (1) additional pay increment effective as of the month following notification of such acquisition. In no event shall the employee's compensation exceed the top pay step of his/her classification nor shall an employee be eligible for more than one (1) such certification increment adjustment. The certification documentation must be approved by the Director of Facilities Operations on an individual basis for this subsection to be effective for a given employee.

f. Employees who are promoted out of classification shall be paid at the salary increment step in the higher classification which exceeds his/her regular salary step in his/her current classification by a minimum of fifty dollars (\$50) per month.

g. Employees have an obligation to maintain their licenses and it is not management's responsibility to remind employees that their licenses are due to expire.

1. The Union acknowledges that employees have this obligation and that employees' failure to maintain their licenses will have significant financial implications in the future.

2. In the future, District management will review on or about September 23 of the year whether employees whose positions require a license have that license. If employees do not have that license, District management will inform the employees that they must have the license no later than October 15, or their pay will be reduced effective October 1. The District will provide 609 with a copy of this notification at the same time the notification is given to employees. Employees will have between September 23 and October 15 to obtain their license renewal or explain why they do not have a current license.

3. On October 15, District management will again review whether employees have the required license and those employees who do not have their licenses will have their pay reduced effective October 1 of the year.

4. In the future, employees who do not have their licenses renewed by October 15 of the year will be reduced in pay effective on October 1 to the highest unlicensed rate of pay, or lose the corresponding stipend where applicable.  
H. Part Time Assistant Custodians will be eligible to earn step increases

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~~on the same basis as full time Assistant Custodians as they become eligible for them after September 1, 2017.~~

4. Pay Procedures:

a. **Pay Day.** Employees shall be paid on the first business day of each month. Electronic deposits to employee accounts or pay cards shall be made so as to be deposited to the employees account on the first business day of the month. Pay warrants (checks) are distributed through the US Postal Service and are mailed one (1) business day prior to pay day.

b. **Payment Methods.** Both the District and the Union recognize that electronic deposits offer the advantage of avoiding paper warrants or checks being lost in the mail and are seen by many as a more convenient method of being paid.

**Direct Deposit.** Effective thirty (30) days following ratification of the agreement new employees will be paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.

c. **Pay Statements.** The District and Union share an interest in employees having ready access to clear earnings statements. The District shall provide employee pay statements via U.S. mail. No earlier than October 1, 2018, the District may reopen this provision to address electronic delivery of pay statements.

d. **Payroll Error Corrections.** The District will make every effort to modify its systems to enable payroll error corrections or other payments to be made via electronic deposit means as soon as feasible.

1. **Underpayments.** Underpayments of employee compensation will be processed as soon as possible upon the District being informed of the underpayment. Upon being informed of an underpayment the District will promptly inform the employee about when the corrected pay will be available. Unless the payment will be by electronic deposit the employee will be provided the option of personally picking up the pay warrant rather than having it mailed to their official address.

2. **Overpayments.** Salary overpayments shall be repaid as soon as possible. The District will prepare documentation identifying the basis for and the amount of the overpayment and provide both to the union and the employee. It is recognized that significant overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule.

e. **Lost Pay Warrants.** Pay warrants which have been sent to the employees designated home address, via US mail, and which are not received by the employee will be replaced as soon as possible following the date that the District received the fully complete required forms certifying such loss.

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5. In the event that an individual employee temporarily substitutes in a position with a higher classification than his/her regular classification, the employee's salary will be adjusted as follows:

- a. No adjustment will be made for substitutions of less than three (3) working days duration.
- b. When substitution exceeds three (3) working days:
  - 1. The custodial employee will be paid at the salary increment step in the higher classification which exceeds his/her regular salary or at the base pay rate of the substitute position, whichever is greater. This compensation will be retroactive to the initial three (3) days.
  - 2. Gardener employees who substitute in a Sub-Foreman Landscaping position shall receive fifty-cents (\$.50) per hour additional compensation. This compensation will be retroactive to the initial three (3) days.

3. The District agrees to pay a temporary upgrade to Sports Complex Assistants when they step up into a Sports Complex Groundskeeper position if the Sports Complex Lead is not available to substitute. Employees will be notified in advance when an upgrade will apply and are free to request a review of a particular situation. Upgrades may apply in the event of a long-term substitution, activity requiring scheduling or decision making, or any substitution requiring an increased level of responsibility. 3. When there are no licensed Custodians available, an Assistant Custodian will take the position of the licensed Custodian and an Unassigned Assistant Custodian will be assigned to substitute for the Assistant Custodian.

6. The District agrees to pay a temporary upgrade during break periods on a case by case basis where warranted. Employees will be notified in advance when an upgrade will apply and are free to request a review of a particular situation. Upgrades will apply in the event of a long-term substitution, construction activity requiring scheduling or decision making, or any substitution requiring an increased level of responsibility.

7. Overtime:

- a. Work performed beyond forty (40) hours a work week and work beyond one (1) regularly scheduled eight (8) hour shift shall be compensated at the rate of one and one-half (1 ½) times the individual employee's hourly rate of pay for a regular shift.
- b. Any work in excess of eight (8) hours in one (1) shift or forty (40) hours per week must be at the request of and approved by an area or staff supervisor.
- c. Sports Complex assignments and the associated high school shall first be offered to the assigned Sports Complex Groundskeepers and then to the Assistant assigned Sports Complex Groundskeepers. If the regularly assigned Sports Complex employees decline the overtime or additional

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overtime help is needed at the Sports Complex, the assignment will be made to the unassigned Sports Complex Assistant. If additional overtime help is required the other Sports Complex employees will be used to fill the overtime assignment. Additional overtime assignments from the other Sports Complex employees will be assigned from a Sports Complex overtime list. The District may use building custodians or Mobile AA custodians to cover events at a Sports Complex as additional personnel.

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d. Non-licensed custodial overtime assignments that cannot be filled by building staff will be assigned from a rotating roster of volunteers.

e. Grounds overtime assignments for school projects will be based on a Gardener overtime list. When overtime assignments are identified, the District will communicate the assignment directly with the affected gardeners or send a broadcast/text message to all gardeners, notifying them of the overtime opportunity. If an employee does not respond within twenty-four (24) hours, that employee will be skipped and the next employee on the list will be offered the overtime assignment. Grounds Department employees may opt to remove themselves from the overtime list at any time. Employees can make a written request to have their name put back on the Gardener overtime list at any time.

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f. Overtime assignments that require a specialty skill (i.e. tree work, equipment operator, pitching mound building, supervision) will be assigned to the employee with the required skill. Employees, who have worked specialty skill overtime assignments, will be considered to have worked an event from the regular gardener overtime list. Employees whose work day has been extended beyond eight (8) hours are not considered to have worked an event on the gardener overtime list.

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g. Employees who decline an overtime assignment shall not be disciplined for refusing such a shift assignment. An employee who fails to work an overtime shift after having agreed to work will be subject to progressive discipline which will include removal from all overtime lists for thirty (30) days.

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h. The District may use building custodians or Mobile AA custodians to cover events at a Sports Complex as additional personnel.

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8. Holidays and Rate of Pay

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a. Effective September 1, 2018 employees shall be granted the following paid holidays, in proportion to their regularly assigned hours:

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Independence Day	Christmas Holiday
<u>July 5th</u>	<u>New Year's Eve Holiday</u>
Labor Day	<u>New Year's Day</u>
Veterans' Day	<u>Martin Luther King Holiday</u>
<u>Thanksgiving Day</u>	<u>Presidents' Day</u>

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Day after Thanksgiving, Memorial Day,

Christmas Eve Holiday,

1. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for that holiday, except that school year employees who work or are on paid leave status the last student day before winter break and the first student day following winter break shall be granted, Christmas Eve Holiday, Christmas Holiday, Day after Christmas and New Year's Holiday.
2. Work performed on holidays listed above and Sundays, except when Sunday is part of the regular work week, shall be compensated at the rate of two (2) times the individual employee's hourly rate of pay for regular shift work. Any work performed on these days must be at the request of and approved by an area or staff supervisor.

9. Emergency Call Back:

- a. When an employee is called from his/her home to perform emergency work, he/she will be compensated at his/her appropriate overtime rate for the individual situation, except that the minimum call-back compensation is four (4) hours pay at the employee's hourly rate of pay for regular shift work.
- b. In situations where less than one-quarter hour of duties are involved, two (2) hours pay at the employee's hourly rate of pay for regular shift work will be paid.
- c. Emergency work performed at times other than the scheduled work shift must be at the request of and approved by an area or staff supervisor. If an area or staff supervisor is unavailable in an emergency situation, a custodial engineer call-back may be authorized by a District security specialist.
  1. Emergency Teams:

In the event of certain inclement weather conditions or other emergency situations, the District may utilize emergency teams. The teams will be regionally based and made up of employees who have signed up as volunteers and who hold appropriate licenses.
  2. Except in extraordinary circumstances (e.g.- Natural Disasters, National Emergencies), these teams are not intended to reduce traditional cold weather overtime opportunities and will only be utilized in situations where building based staff are unavailable (e.g. vacation, sick leave, unable to respond). If extraordinary circumstances (such as above) can be anticipated, exceptions will not be made without consultation with the Union.
  3. If a licensed custodian is called back to work pursuant to this provision, completes the emergency assignment and returns to his/her home residence but is required to remain at his/her home residence for a specified period of time for purposes of further call

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back involving that emergency, said employee shall be compensated at his/her straight time hourly rate while he/she is required to be on call.

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4. Emergency operators will operate and shutdown boilers in accordance with city code.

d. A Grounds employee who is not regularly assigned to work on a weekend, but who is assigned to one or more Self Help projects on a weekend, shall be paid a minimum of four (4) hours straight time pay. In situations where less than one-quarter (1/4) hours of duties are involved, a minimum of two (2) hours straight time shall be paid.

#### SECTION B: Group Insurance Provisions

1. The District shall contribute toward premiums of District-approved group insurance programs for all eligible employees.

a. Eligible employees are defined as those who work three and one-half (3 ½) or more hours per day.

b. This contribution includes the premiums for the District-paid dental, life/long-term disability, and vision insurance plans.

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2. The District will budget an amount per month per eligible classified employee of the District for District contributions toward payment of premiums of District-approved group insurance programs from September 1 to August 31. The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, the employees whose coverage exceeds the budgeted amount. The District shall budget per month, per employee, based on the State monthly allocation figure for insurance benefits.

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For the period of each month, September through December, the District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.

Based on December payroll, the District shall determine the total budgeted amount for the year, which shall be based on the employees employed as of December 1. Also, based on the December payroll, the District shall determine the total projected expenditure of funds for the year, taking into account (a) actual contributions made by the District for the period from September through December, (b) projected contributions to be made at the budgeted contribution rate for the balance of the year, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.

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For the periods of each month, January through August, the unutilized amount (position difference), if any, between the total budgeted amount and the total

projected expenditures will be divided on an equitable basis in pay periods between January 1 and August 31 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the amount necessary to pay for District-approved insurance programs selected by that individual.

In order to avoid overspending the total budgeted amount stated above, the District may, at any time after January 1, adjust downward the amount contributed per employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

The District's determinations of the unexpended amounts and the appropriate methods of distribution to employee, as described above, shall be made in consultation with the Union.

In the event that there is a disagreement between the District and the Union over the administration of the above paragraphs, the subject of appropriate insurance benefits shall be treated as a negotiable matter rather than a contractual matter and the above paragraphs shall be deemed null and void except as may be agreed in subsequent negotiations.

The District's obligation to make monthly contributions toward the payment of premiums of District-approved group insurance programs for employee shall not exceed the sum funded by the State for insurance benefits.

On or about July 10 of each year, the District will provide the Union with the utilization figures for the classified employees of the District.

3. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee and his/her dependents. All plans must be mutually agreed upon by the employee organization and the District.
4. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year.
5. Solicitation for companies and plans continued under "grandfather clauses" shall be subject to approval by the District and the employee organizations.
6. At the time of employment each new employee shall receive a copy of the employee Group Insurance Program booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Payroll Department no later than thirty (30) days from the employee's first day of duty.
7. The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than 10/31 of each school year.
  - a. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:

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1. Self-insurance of insurance benefits.
  2. The selection process for District-sponsored plans.
  3. The use of excess reserves, which may exist with insurance providers.
  4. Surveying District employees to determine employee preference regarding insurance benefits.
  5. The disposition of funds from the Standard Insurance demutualization account established pursuant to Board Resolution 2000-6.
- b. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

8. The Union and the District shall work with the insurance brokers to study the feasibility of a self-insurance program and make recommendations for implementation as appropriate.
9. The District will provide for representation by the Union to make its input to the School District insurance management whenever changes or modifications in the insurance program are contemplated.
10. Pursuant to RCW 28A.400.275 (1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each year, respectively, which option, may be exercised only if required by changes in State law concerning employee benefits.

#### SECTION C: Protection of Employees and Personal Property

It is the District's policy to make every reasonable effort to provide a safe and healthful environment for employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. Employees are responsible for notifying their supervisor/manager regarding any perceived unsafe and/or hazardous conditions.

1. The District shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of his/her duty or in transit to or from his/her place of assignment when such loss or damage is willfully and maliciously inflicted by a student or by persons unknown on school premises while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of the usual two hundred fifty dollars (\$250) insurance deductible. The District shall provide an additional sum of \$7,000 annually to cover all International Union of Operating Engineers, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 and he/she has a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement

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and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.

2. There shall be no reimbursement for loss of cash.
3. Personal equipment used for work purposes must have the prior approval of the supervisor.
4. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before becoming eligible for reimbursement under this Article.
5. There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Property Loss or Damage form. These forms shall be supplied to all schools.
6. The employee shall immediately report any assault suffered by him/her in connection with District employment to the principal or other immediate superior and cooperate fully in the completion of written and oral reporting procedures.
7. Employees in this bargaining unit are not expected to perform duties normally performed by Safety and Security personnel.

SECTION D: Retirement Benefits

1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System/School Employees' Retirement System.
2. Employees who retire during or at the end of their work year shall be entitled, upon written request to the District's Payroll Office, to compensation for any unused Sick/Emergency Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick/Emergency Leave.
3. On or about January 15, employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick/Emergency Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.
5. If an employee is employed in a full-time position which meets the requirements for eligibility in the International Union of Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix G.
6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)

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- a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan (the "Plan") pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.
- b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
- c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.
- d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

**SECTION E: Safety Equipment and Clothing Allowance**

For each year of the Collective Bargaining Agreement employees on regular employment status by October 1 will receive an allowance for safety equipment and clothing of \$179.94. Each year thereafter the allowance will be increased by the State funded percentage increase for basic education staff that year. Employees are required to adhere to the Dress Code-Standard of Appearance for the Facility Operations Department.

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### ARTICLE XIII: VACANCIES, TRANSFERS, AND PROMOTIONS

#### SECTION A: Transfers and Promotions

##### 1. Entry Level and Training Progression

- a. As unlicensed Assistant Custodian openings occur, Unassigned Assistant Custodians will be selected to fill the vacancy. As openings occur, Assistant Custodians who have acquired a 4th Grade Boiler Fireman's License and who have completed the six (6) month probationary period will be selected for Licensed Assistant, H classification, in accordance with the criteria set forth in 3 below. If no Assistant Custodian is available who has both the required license and has completed the probationary period, the District may select an Assistant Custodian who has the required license, but has not completed the six (6) month probationary period.
- b. Openings in Licensed Assistant I classification shall be filled by employees in the Licensed Assistant H classification in accordance with criteria set forth in 3 below.
- c. Openings in Licensed Assistant I Mobile AA shall be filled by employees Licensed Assistant I classification who have acquired a 3rd Grade Steam Engineer License and who have completed an approved boiler water chemical training course and an industrial plant maintenance course as designated by the District. Applicants will be selected in accordance with the criteria set forth in 3 below.

If no Licensed Assistant, I classification, is available who has both the required 3rd grade license and has completed the required training, the District may select an employee who agrees to obtain such license and agrees to participate in all required training.

- d. All vacancies above the Licensed Assistant I Mobile AA position will be filled by the promotion system set forth in 2-e or 2-f below. In order to be eligible for promotion, bidding employees must have acquired the 3<sup>rd</sup> grade Steam License and completed the required training.

2. Except as outlined in Section 2-f, all lateral transfers and promotions to positions in classifications I, I Mobile AA, J, K, L and M shall be made by appointment from the list of employees (electronic bid list) maintained by the employer expressly for that purpose.

- a. All employees shall be eligible to bid for either lateral transfer and/or promotion, by electronically filing on the form specified by the employer. The employer will make training available on its SharePoint site for filing a bid as well as an explanation of the bid process.

Bids may be made for:

- 1. Lateral transfer to any position available.
- 2. Lateral transfer to one or more specified positions.
- 3. Promotion to any position available.

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4. Promotion to one or more specified positions.
- b. Bids may be filed at any time of the year, and be amended or withdrawn at any time. Any bid or change shall be effective two (2) days after it is filed. Only employees who have bid on the position will be considered for transfer or promotion.
- c. When vacancies occur in the Head Assistant and Custodial Engineer, J classification, the employer shall first effect lateral transfer from among the employees who have bid.
  - a. Custodial Engineers in the J, K, and/or L classifications who have served in their current assignment for one (1) calendar year; and
  - b. Head Assistants, J classification, who have served in their current assignment for two or more complete calendar years.
2. Lateral transfers shall be awarded to employees in descending order to their relative positions in the bid list.
3. The employee receiving a lateral transfer shall have his/her name removed from the bid list for any other lateral transfer requests in accordance with the provisions of c-1 above.
- d. District Initiated Transfers:
  1. The District may, at its discretion, transfer Support Service Technician, I classification, personnel to positions within the I or G classification.
  2. The District may, at its discretion, transfer Support Service Lead, K classification, personnel to other K classification positions.
4. When all parties agree, including affected employees, transfer and/or trading of assignments may occur. This may be due to an employee harassment claim, employee conflict, or as part of an employee accommodation.
5. Employees in G and H classification who have been transferred by the District may, after working at least ten (10) days in a new position if the find their reassignment problematic, document their concerns clearly in writing to the Director and the Union. The Director shall respond in writing to the employee and Union with the final disposition of the matter. The District has the discretion to reassign custodial employees in the G and H classifications.
- e. Vacant positions which are not filled by lateral transfer shall be offered as promotions to bidding employees in the next lesser job title.
  1. Vacant positions shall be offered to bidding employees eligible for promotion.

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2. Promotions shall be awarded to qualified bidding employees, in descending order of their relative positions in the bid book.
3. The employee receiving a promotion ~~may bid for new promotions~~ immediately, and may bid for lateral transfer in accordance with the provisions of 2-c-1 above.

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- f. All building Custodian Engineer positions in the J, K, and L classifications will be awarded after an interview of the first five (5) candidates in the same job classification (lateral moves) and then employees requesting promotions from the next job title below up to a maximum of five (5) ~~as~~ determined by the bid book.

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In the event that too few candidates are available the vacant slots will be filled by the other job title, up to a maximum of five (5) candidates.

1. Interview will be with the building principal or his/her designee.
2. At the conclusion of the interview process, the candidates will be ranked (1 to 5). The certified rank order form will be made available to the Union upon request.
3. The top ranked candidate will be offered the promotion. If the candidate chooses to decline the ~~offer~~, the next ranked candidate will be offered it and so on.
4. If all five (5) candidates decline the position offered, it will be filled in accordance with 2-e above.
5. Every effort will be made to conduct interview during work hours.
6. The Support Services Lead may bid for transfers and promotions in the J, K and L classifications.
7. Building principals may choose to forgo the interview process, in which case, the position will be offered in accordance with 2-e above.

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- g. When a Sports Complex Groundskeeper vacancy occurs at a Sports Complex, current Sports Complex Groundskeepers shall have an opportunity to laterally transfer before the vacancy is otherwise filled by the District.

3. Employees shall be considered for promotions to higher classifications utilizing the following criteria:

- a. ~~For J classification and above only; completion of the Custodial Engineer Technician Apprenticeship program.~~
- b. Seniority in present job title.
- c. Employee's most current performance evaluation in job title, by an area supervisor or custodial engineer as appropriate.

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d. Length of employee's continuous service as a full-time employee. This criterion will be used only when two (2) or more employees are tied in points.

e. In the case of retired employees who have been rehired, length of service as a former full-time employee will be considered when filling benefited part-time positions. Failure to award such a position to a retired employee, however, shall not be subject to the grievance procedure.

4. All vacant positions will be filled as soon as possible but no later than within thirty (30) days of the time that the vacancies occur. The union will not reasonably deny a request for a time extension. Notification of all vacancies will be sent to the Union. The District shall forward a list of all employees who are promoted or transferred to all work sites and the Union.

5. Trial Period After Promotion: An employee who is promoted will complete a seventy-five (75) on-site working day trial period. Prior to the expiration of this trial period, either the employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position at his/her former pay rate, classification, and shift. Before the employer declares the trial period unsatisfactory, the employee shall be provided with a written explanation of the reason(s) for that declaration. Disputes concerning a departure by the District from this procedural requirement shall be the only subject grievable under the provisions of Article XVII.

6. When a need arises for an individual to perform additional duties on a "temporary basis" following notification to the Local 609 Business Manager, the Director of Facilities Operations will select a qualified bargaining unit member to perform the temporary duties and responsibilities.

a. If a qualified bargaining unit member is selected to perform the temporary assignment, and if the temporary assignment is paid at a higher level than the selected bargaining unit member's current salary, the selected bargaining unit member will be compensated with a temporary upgrade for the duration of the temporary assignment in accordance with Article XII, Section A.5 of the CBA.

b. If it is determined that there are no qualified bargaining unit members that can fill a temporary need, the District will fill the temporary position with a qualified non-union individual. If the Local 609 Business Manager and the Director of Facilities disagree on qualifications, the Assistant Superintendent of Facilities would settle the disagreement.

7. In the Grounds Department, following an opening, all Leads, Gardeners, Sports Complex Groundskeepers, and Assistant Sports Complex Groundskeepers shall be given the opportunity to choose the areas in which they are to be assigned by seniority. Leads by classification seniority and all others by unit entry date. Once Leads have chosen, the most senior gardener will be asked to select and so on, until all areas are filled. This process may be handled in person or by written means but the sequence shall be followed. They may not displace another employee.

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8. Mechanical Coordinator Positions

- a. Whenever possible Stationary Engineer (J classification) positions will be filled from within the bargaining unit. These are considered asterisk (\*) positions and also require enrollment in the Stationary Engineer Apprenticeship program.
  - 1. Once the Stationary Engineer has achieved journeyman status as recognized by the Stationary Engineer Apprenticeship Program, and has a passing evaluation she/he will be moved to a Mechanical Coordinator I (K Classification).

9. Other ~~Non-Bid~~ Positions

- 1. Positions noted on the Salary Schedule (Appendix A, B and C) by asterisks (\*) are not part of the normal bid process. The Union and all bargaining units members will be notified (via email) of the vacancies and given an opportunity to apply. Whenever possible these positions will be filled from within the bargaining unit.
- 2. The District will provide up to three days of in-service training to prepare Support Service employees for the fire extinguisher license exam, and pay exam fees. Employees that fail the exam twice will be reassigned to their former position without loss of seniority or increment where applicable. Employees must obtain the required license within the 75-day trial period after promotion and take the exam promptly when relicensing is due.

SECTION B: Seniority Listing

- 1. The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format, which shall be:
  - a. Listed by job classification and job title;
  - b. Updated as of June and December of each year; and,
  - c. Shall include and be sorted by:
    - 1. Starting date in current job title;
    - 2. Starting date in current job classification;
    - 3. Starting date in District service;
    - 4. Employee's name;
  - d. Starting dates will be adjusted for interrupted service.
- 2. The District will supply the Union with all revisions of this listing.

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## ARTICLE XIV: SHIFTS AND HOURS

### SECTION A: Work Shifts

1. The normal work shift for full-time employees shall cover an eight and one-half (8 ½) hour period which shall include a thirty (30) minute unpaid lunch period. The District may schedule and utilize shifts of up to eight (8) hours or less for hourly part-time employees.
  - a. Employees with split assignments will be allowed sufficient time for travel between sites. If the employee believes the travel time is insufficient, he or she may request that the area supervisor review and adjust the allocated travel time.
2. Work shifts shall be designated as first, second, or third work shift according to the following scheduled starting times:
  - a. First shift between 5:00 a.m. and 9:59 a.m.
  - b. Second shift between 10:00 a.m. and 5:59 p.m.
  - c. Third shift between 6:00 p.m. and 4:49 a.m.
3. Part-time positions have been established and are necessary because calculated work schedules do not result in even multiples of eight (8) hours. The District will not create part-time positions by sub-dividing the full-time positions at any given location, or create assigned positions of between six (6) and eight (8) hours for hourly part-time employees.
4. Alternative work schedules (where feasible) may be agreed to between employees and the Departmental Manager as long as not inconsistent with Federal Fair Labor Standards Act provisions. Such arrangements shall be agreed to in writing with the Union.

### SECTION B: Duty-Free Periods

1. Duty-free Lunch Period
  - a. A duty-free lunch period shall be provided, on the premises, for all custodial engineer personnel who work five (5) hours per day or more. In buildings where the attendance requirements of City Ordinance require that the custodial engineer cannot have an uninterrupted thirty (30) minute duty-free lunch, the work shift will be an eight (8) hour period that includes a thirty (30) minute paid lunch.
  - b. In other buildings, any interruptions of the lunch period shall be reported on the regular time report and compensation shall be made at the rate of one and one-half (1 ½) times the regular rate.
  - c. An employee shall notify his/her immediate supervisor, or the school office, when he/she leaves and when he/she returns to the premises during the duty-free one-half (½) hour lunch.

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2. Rest Periods

- a. Employees who work four (4) to six (6) hours are entitled to one (1) period of fifteen (15) minutes as part of the regular paid work day.
- b. Employees working in excess of six (6) hours are entitled to one (1) such period in the first half of the work day and one (1) such period in the second half of the work day.
- c. Where practicable, relief periods should be taken at regularly scheduled times.

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**ARTICLE XV: BUILDING RECLASSIFICATION AND STAFF ADJUSTMENTS**

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SECTION A: Building Reclassification

- 1. If a building is reclassified to a higher group classification:
  - a. The custodial employees may be transferred to another school.
  - b. The promotion necessitated by the reclassification of the building will be accomplished in accordance with the provisions of Article XIII of this Agreement.
- 2. The reclassification of the building to a lower group may necessitate the transfer of the custodial employees to another building. An employee whose building is reclassified to a lower group will retain his/her present salary for two (2) years.

SECTION B: Staff Adjustments

- 1. In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated.
- 2. When a school building or department (including gardeners) is closed or reorganized, or a program is ended, the District will make every effort to transfer employees displaced by such action(s) to comparable positions.
- 3. The parties to this Agreement will convene no later than June 1 of each year to explore and try to reach agreement on alternatives to layoff.
  - a. This process shall include, but is not limited to, specific procedures calling for reassignment, promotions, demotion, transfer, retirement, work sharing, free time, other overhead reductions or other methods directed towards the employees either directly or indirectly affected.
  - b. If no alternatives are agreed to by July 30 of each year, the layoff and bumping procedure will be implemented as described in items 1, above, and 4, below.
  - c. The District does not grant voluntary days off without pay except in unusual circumstances.
- 4. Should staff adjustment become necessary, the following criteria will be used to determine the employees to be affected:

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- a. Selection of employees for layoff and recall shall take into account affirmative action policies relating to ethnic groups to the extent consistent with State and Federal law.
- b. Seniority within job title will govern for all gardener job titles. Bumping will begin with the highest affected job title and continue through the lowest job title to the least senior employee who is subject to layoff if there are no alternatives found in item 2 above.
- c. Seniority within job title will govern for all custodial job titles. Bumping will begin with highest affected job classification and continue through the G classification to the least senior employee who is subject to layoff if there are not alternatives found in item 2 above; as follows:
  1. The layoff and recall of part-time employees who have worked for the District fewer than six (6) consecutive working months in positions represented by the Union, shall be at the discretion of the District; provided that, all such employees shall be laid off prior to the implementation of c-2) below; and, provided further, that such employees shall not be recalled prior to the implementation of c-2 below.
  2. The layoff and recall of part-time employees who have worked for the District six (6) consecutive months or more, in positions represented by the Union, shall be accomplished in seniority order (i.e., least senior - first laid off); provided that, all such employees shall be laid off prior to the implementation of c-3 below; and, provided further, that such employees shall be recalled prior to the implementation of c-1 above. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of his/her current address.
  3. The layoff and recall of full-time employees in the G classification who have worked for the District fewer than six (6) consecutive working months in positions represented by the Union, shall be at the discretion of the District; provided that, all such employees shall be laid off prior to the implementation of c-4 below; and, provided further, that such employee shall not be recalled prior to the implementation of c-4 below.
  4. Seniority within job title will govern the layoff and recall of full-time employees in the G classification who have worked for the District at least six (6) consecutive working months in positions represented by the Union. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of his/her current address.
  5. It is recognized that asterisks (\*) employees paid at \* (higher) levels do not accrue seniority at the higher level. However, any employee moved to an asterisks (\*) position will continue to accrue seniority

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in their former classification while serving in an asterisks (\*) position.

6. It is recognized that Custodial Services and Grounds Supervisors shall be eligible to return to 609-A bargaining unit positions comparable to bargaining unit positions held prior to becoming Supervisors, based on their seniority within the appropriate job titles. Supervisors shall not accrue bargaining unit seniority for time spent as a Facilities' Area Supervisor.

- D. Seniority within job title (at or above will govern for all Mechanical Coordinator/Stationary Engineer, as well as, Sport Complex job titles. Bumping will begin with highest affected job classification and continue through the J Classification to the least senior employee who is subject to layoff if there are not alternative found as described in Article XV.B. For example, a Mechanical Coordinator II (L classification may bump a Mechanical Coordinator I (K classification without having served time as a Mechanical Coordinator I (at or above). Once bumping has been completed within the Mechanical Coordinator/Stationary Engineer job titles any affected employee may bump in Custodial or Grounds job title taking into account any seniority they have accrued in those job titles. The employee in the example above could only bump into a Custodial Engineer (K Classification) if they had prior seniority in that job title.

## ARTICLE XVI: LEAVES

### SECTION A: Eligibility for Leaves

1. 76Leave days earned/granted shall be in proportion to the employee's assigned work hours.
2. The District does not grant short term voluntary days off without pay except in unusual circumstances. Requests for long term (more than ten [10] work days) leaves of absence in accordance with Sections H, I and J of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins, except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.
3. Long Term Leave Without Pay (not for health reasons) covered under Section J of this article will not be granted for employees whose performance has been evaluated unsatisfactory and/or placed on probation or employees currently subject to disciplinary action.

### SECTION B: Sick Leave

The ability to work regularly is a requirement of continued employment. The District and the Union recognize that the Seattle School District provides an essential public service and that employees have the responsibility and the obligation to report for all assignments unless previously excused. The District may verify the illness.

1. Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service or major fraction thereof to be used as set forth in 3 below.

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2. Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee, or any other purpose in accordance with federal and/or state law.
4. Accumulated Sick Leave, under this provision shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.
5. An employee who anticipates the necessity for taking a short-term health leave shall notify his/her immediate supervisor at least three (3) working days before taking the leave. In cases of personal illness, when it is not possible to give three (3) days' notice the employee shall notify his/her immediate supervisor as soon as possible.
6. After the fifth (5<sup>th</sup>) consecutive day of absence on Sick Leave, a physician's certification of illness may be required unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Section C.10, of this Article. If repeated patterns of absences are identified, a physician's certification of illness may be required.
7. If employees become ill or are injured while on Annual Leave, they may, upon presentation of a doctor's certificate verifying such illness or injury, draw upon accumulated Sick Leave to cover the period and have their Annual Leave restored by an equal amount of time.
8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after student calendar breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees are to contact the Facility Supervisor to verify their status no less than weekly unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Article XVI, Section C.1, below.
10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

#### SECTION C: Long Term Health Leave

1. An employee who is unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing, or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such

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leave, if approved, will be granted for up to a maximum of one (1) year, pending medical certification. Accumulated Sick Leave will be used prior to an employee being granted leave without pay. Annual/Emergency Leave may be used unless a request is made in writing to retain accumulated Annual/Emergency Leave.

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2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.

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3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.

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4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.

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5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of the employees department and Human Resources. Partial leaves for health reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

#### SECTION D: Child Care Leave

1. In addition to the child care provisions contained in Section XVI-B (Sick Leave), Child Care Leave is available without pay, to both male and female employees
2. Child Care Leave is available to parents or guardians of natural and/or adopted children.
3. Child Care Leave may be granted for a period of one (1) year immediately following the period of physical disability (childbearing leave) or adoption and shall be inclusive of rights under the FMLA and/or Washington State law.

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4. An employee requesting to return from Child Care Leave must submit a written request to return with Human Resources at least sixty (60) days prior to the termination of the Child Care Leave.
  - a. An employee requesting to return to duty will be placed in a similar position within the District.
  - b. The employee who requests to return to duty will be placed as soon as an appropriate assignment is available.
  - c. Increment credit shall not be granted for the period of time during Child Care Leave.
  - d. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.

SECTION E: Adoption Leave

1. Adoption Leave shall be granted, with pay, on a temporary basis upon application to the Human Resource Department to either or both parents in order to complete the adoption process, providing such leave does not exceed an aggregate of seven (7) days in any given year.
2. Adoption Leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave, with pay, will be granted for each occurrence of death in the employee's immediate family, provided that the employee provides the appropriate documentation.
2. In cases where emergency factors, long distances (~~200 miles or more~~), or extended travel time are involved, the employee may request up to two (2) additional days leave. Such requests must be pre-approved by the ~~employee's manager or director~~.
3. For the purpose of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, uncle, aunt, or anyone who is living with, or considered part of the family. ~~If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the employee's manager or director the reason(s) why this person is considered part of his/her family in advance of taking the leave.~~
4. Except as stated in F-2 above, Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

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SECTION G: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days Annual Leave, per year, for that purpose; provided that prior to utilizing Annual Leave for the purposes of religious observance, the employee, in writing to his/her supervisor, identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.
2. When Annual Leave is utilized for the purpose of religious observance, in accordance with the provisions of 1 above, the affected employees may request a maximum of two (2) additional Annual Leave days per year from his/her area supervisor. The two (2) additional days will be deducted from the employee's Annual Leave balance.

SECTION H: Injury While on Duty

1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated without loss of Sick Leave.
3. Medical aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington provided:
  - a. The employee shall promptly submit a Worker's Compensation Claim with the assistance of the appropriate District office; and,
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred twenty (120) working days per new claim, appropriate to his/her regular assigned position at the time of such injury on duty, during the period of disability, through a combination of Time Loss Compensation and the necessary supplemental amount. However, in no case may an employee receive more through this combination (excluding optional voluntary contributions such as PERS or SERS contributions under #5 below) than their normal net pay; and,
  - c. The employee provides to the designated District office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
  - d. For the period of disability and after one hundred twenty (120) working days, the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After one hundred twenty (120) working days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.
4. Any dispute(s) pertaining to the provisions of 3 above are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as the grievance procedure in Article XVIII.

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5. Eligible employees have the option to pay their share of normal PERS contributions to the District, as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.

6. ON THE JOB INJURY PREVENTION COMMITTEE: A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:

a. Monthly Sharing of Information to 609 relating to the status of employee's that have open injury claims.

b. Both parties recognize that it is in the best interests of employees and the District to have employees return to work and that light duty should be used as a means to help employees return to work, where appropriate. All steps will be taken to identify and assign light duty options for 609 members who have been injured on the job. Light duty options will be identified for employees that have been medically cleared to participate in light duty work and work is available that meets the physical restrictions as specified by the medical provider. All appropriate light duty options will be explored with 609 as a part of the committee's work. In a situation where the employee's supplement is due to expire, all light duty options will be explored with 609 prior to the supplement expiring. Work may be offered within the injured workers department and then in other 609 departments.

c. Evaluate and implement an Accident Investigation Program process, including recommendations in response to accidents and reported near-misses.

d. Create and implement an Accident Prevention Program with input from the safety committee.

e. The committee will develop informational material regarding the OJI process to be provided to 609 members.

f. Ensure that employees are copied on all District communications to medical providers regarding on the job injury claims. Employees will be notified that they are entitled to request their claim file to review all documentation.

g. Ensure that employees are aware that the presence of a third-party representative at a medical provider appointment is voluntary and not required.

h. Ensure that employees may request in writing that all communications regarding on the job injury leave be facilitated by email through a designated 609 representative. This does not alter the District's ability to communicate with employees on other employment related matters.

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- i. Employees who are on the job injury leave prior to ratification of the collective bargaining agreement will be subject to the terms of the on-job injury leave in the collective bargaining agreement (On the Job Injury Leave) expiring August 31, 2013. Any subsequent reopening of claims made prior to August 31, 2013 will also be subject to the terms as outlined in Article of the prior collective bargaining agreement, so long as the claim reopening is made prior to August 31, 2016.

7. Employees are entitled to bid or apply and be considered for promotions awarded, during periods of time loss or "light duty. Employees awarded promotions while on time loss shall be compensated at the rate for their new position effective the date of the promotion. OJI compensation will be based on the rate for the employee's original position.

8. Employees may be relieved for necessary medical or therapy appointments during light or full duty when the appointment cannot be reasonably accommodated outside of work hours. Such hours are compensated without reductions to employee sick leave.

SECTION I: Annual/Emergency Leave

- 1. All employees who are entitled to annual leave time will receive an updated balance of the amount of earned Annual Leave on the warrant stub each month.
  - a. No Annual/Emergency Leave can be taken before earned.
  - b. Maximum accumulation is limited to 240 hours. In order to comply with District policy, existing employees must eliminate accumulated leave in excess of 240 hours by September 1, of each year. Such employees will be required to submit a plan for approval by their supervisor for eliminating excess leave by this deadline. Any unused leave in excess of 240 hours on August 31, of each year will be reclaimed by the District.
  - c. In order to comply with State law, the District will pay employees for up to 240 hours of annual leave at the time of retirement. However annual leave time accumulated in excess of 240 hours may be taken as vacation before retirement.
- 2. If an employee who has been in the service of the District leaves for a period of time and returns, his/her years of prior service shall, upon successful completion of the probationary period set forth in Section XXI, be counted toward determining the number of days, in proportion to his/her regularly assigned hours, per year of Annual Leave.
- 3. Custodial Engineers will be required to compile an annual leave schedule for their building which will provide staffing for the building during the summer months, proper consideration for the summer and school vacation cleaning programs, and conform as closely as possible to the annual leaves desired by the employees.
  - a. It must be emphasized that the school program is of prime importance.
  - b. It may not be possible to grant all employees the annual leave period they would prefer.

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- c. Annual Leaves may be split providing that they will fit in with the cleaning and school programs.

4. Annual Leave Periods:

- a. Absent extenuating circumstances, employees may take Annual Leave at any time during the year provided that each employee notifies the appropriate department, in writing, thirty (30) days in advance of the leave. Priority consideration will be given to employees who did not use school year Annual Leave the previous year.
  - 1. Employees who apply for Annual Leave may be granted leave at the discretion of the manager of the appropriate department.
  - 2. Only one (1) employee at a time will be granted Annual Leave from a particular work site (not including any employee using Annual Leave as part of a Long-term Health Leave per this Article).
  - 3. A maximum of two (2) days Annual/Emergency Leave, per year may be used on a personal emergency being under the following conditions:
    - a. The problem must have been suddenly precipitated and must be of such a nature that pre-planning is not possible or that pre-planning could not relieve the necessity for the employee's absence.
    - b. The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
    - c. The employee must notify the appropriate supervisor prior to initiating the leave, and provide a written request stating the reason for the leave. Approval will be granted only for those situations which conform to the requirements of 3-a and 3-b above.
    - d. Annual Leave will not be granted during time periods when custodial staffing is required to protect District property or assure safe school operating conditions. (e.g., snow and ice conditions, power failures, windstorms, flooding, etc.)
  - 4. Annual Leave is provided for full-time employees with the expectation of completing the year of service.
  - 5. Earned unused Annual Leave shall, upon request, be payable to eligible part-time employees upon termination. An employee will be allowed vacation pay only for the amount accrued to that date.
  - 6. The number of Annual Leave days available for employees is computed by using the entry or anniversary date of employment to determine years of experience.
    - a. Entry date is defined as the first day in District service.

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b. For all employees under this Agreement who were working prior to July 1, 1969, and whose anniversary date was between July 1 and December 31 of any year, their anniversary date shall be July 1 for the purpose of calculating Annual Leave.

7. Annual Leave Schedules listed below are effective beginning September 1, 2018. 2017-18 accrual rates are set forth in MOU on page

a. Annual Leave for Custodial employees G through J classification, Apprentice Stationary Engineer, job titles on Appendix C other than Certified Lead Gardeners and Lead Sports Complex Groundskeeper, shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE EFFECTIVE 9/1/2018</b>		
<u>Years of Service</u>	<u>Days per month</u>	<u>Working days per year</u>
<u>0 through 4</u>	<u>1.250</u>	<u>15</u>
<u>5 through 11</u>	<u>1.666</u>	<u>20</u>
<u>12 through 13</u>	<u>1.750</u>	<u>21</u>
<u>14 through 15</u>	<u>1.833</u>	<u>22</u>
<u>16 through 17</u>	<u>1.916</u>	<u>23</u>
<u>18 through 19</u>	<u>2.000</u>	<u>24</u>
<u>20 through 21</u>	<u>2.083</u>	<u>25</u>
<u>22 through 23</u>	<u>2.166</u>	<u>26</u>
<u>24 through 25</u>	<u>2.250</u>	<u>27</u>
<u>26 through 27</u>	<u>2.333</u>	<u>28</u>
<u>28 through 29</u>	<u>2.416</u>	<u>29</u>
<u>30 and over</u>	<u>2.500</u>	<u>30</u>

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b. Annual leave for Custodial employees K through M classification, Certified Lead Gardeners, Lead Sports Complex Groundskeeper, and job titles on Appendix B other than Apprentice Stationary Engineer shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE EFFECTIVE 9/1/2018</b>		
<u>Years of Service</u>	<u>Days per month</u>	<u>Working days per year</u>
<u>0 through 4</u>	<u>1.666</u>	<u>20</u>
<u>5 through 6</u>	<u>2.083</u>	<u>25</u>
<u>7 through 8</u>	<u>2.166</u>	<u>26</u>
<u>9 through 10</u>	<u>2.250</u>	<u>27</u>
<u>11 through 12</u>	<u>2.333</u>	<u>28</u>
<u>13 through 14</u>	<u>2.416</u>	<u>29</u>
<u>15 and over</u>	<u>2.500</u>	<u>30</u>

c. Beginning with four (4) years and one (1) month of service, the monthly accrued will change to arrive at earned Annual Leave at the fifth (5<sup>th</sup>) anniversary. Similar changes in the monthly accumulations of days are made as eligibility changes according to the vacation schedules shown above.

A five hundred thirty-six dollars thirty-three cent (\$536.33) incentive will be paid to full-time employees who do not use annual leave during a peak period month. The incentive will be paid in the next appropriate pay period. Each year thereafter the allowance will be increased by the state designated inflationary adjustment that year. Peak period months vary for employee groups. The incentive months for each group are as follows:

- Custodians: August
- Grounds: May
- Other Environmental Service employees: October

Management will work with the Union to address any employees affected by a "use or lose" or long-term leave situation.

**4. Annual Leave Cashout:**

Eligible employees may cash out a maximum of six (6) annual leave days each year. The employee must have taken at least ten (10) days' vacation during that year. No employee may cash out more than a total of thirty (30) days annual leave at the time of retirement. Those employees who wish to cash out vacation days shall fill out the appropriate form supplied by the Payroll Department and submit it no later than the date specified on said form each year.

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#### SECTION J: Jury Duty

1. There may be some occasions when both the employee and the District would agree that Jury Service would be beneficial to both. Upon receipt of a jury summons, the employee will contact the school principal and the Custodial Services and Grounds Section and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.
2. When an employee is subpoenaed on the District's behalf as a witness in a court proceeding, during non-working hours, the employees shall be compensated at the appropriate hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.
3. For appearances, unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
4. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.

#### SECTION K: Long-Term Leave Without Pay (not for health reasons)

Long-Term Leave Without Pay may be granted at the discretion of the District, without pay or benefits and subject to the following conditions:

1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or the next business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay, regardless of whether the leave is less than the employee's regularly assigned FTE.
4. Employees on Long-Term Leave Without Pay for non-health reasons are required to notify Human Resources by March 15 or the next available business day if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.

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7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s). Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.
8. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.
9. Long term leave without pay will not be granted to any employee whose performance has been evaluated as unsatisfactory, placed on a plan of improvement, placed on probation, or who is currently subject to disciplinary action.
10. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make written request for an extension.

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#### 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.

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#### SECTION M: Leave Sharing:

The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.

### **ARTICLE XVII: DISCIPLINE & INVESTIGATION PROCEDURES**

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#### **SECTION A: Discipline**

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employee shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.
- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the guidelines specified in the application of Administrative Leave Guidelines contained in the memorandum of understanding between the District to the Union shall be adhered to (pg. 67).
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment.

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**SECTION B. Investigation Procedures**

1. Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.
2. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. To be empowered, supervisors require adequate training on appropriate investigation procedures and due process.

**ARTICLE XVIII: GRIEVANCE PROCEDURE**

**SECTION A: Definition**

The term "grievance" as used in this Agreement shall mean a claim filed by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

**SECTION B: Provisions**

1. The adjustment of grievances shall be accomplished as rapidly as possible.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.
3. At each step, failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
5. The Union shall be responsible for moving grievances beyond the informal step.
6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.
7. If a grievance has not been adjusted to the Union's satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. Grievances at each step 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.
9. If a grievance has not been adjusted to the Union's satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.
10. The Union may include at any step in this process any witness who is willing to participate.

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11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

**SECTION C: Procedure**

1. INFORMAL STEP: A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.
2. STEP 1: If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.
3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. STEP 2: If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1 or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations, Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.
5. STEP 3: If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration, within fifteen (15) working days of the decision issued at Step 3 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through (PERC.)
  - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or

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b. The meeting will include a neutral third party and the affected parties. The parties may mutually agree to other participants such as union and management representatives or subject matter experts.¶  
c. The parties will meet at mutually agreeable times to attempt to resolve the matter.¶  
d. If the matter is resolved, the grievance will be withdrawn.¶  
e. If the matter is not resolved, the grievance will continue through the grievance process.¶  
f. The moving party can initiate the next step of the grievance process at the appropriate times, irrespective of this process.¶  
g. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.¶  
h. This section does not supersede or preclude any use of grievance mediation later in the grievance process.¶

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misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.

- b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.
- c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the Union.
- d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests.
- e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

**ARTICLE XIX: JOB DESCRIPTION**

A. In the event the District plans to materially (substantially) change a job description, or creates a new job description which includes work duties traditionally performed by bargaining unit members, it shall contact the Union. The District shall supply the Union with a copy of the proposed changes or new job description. Prior to adopting any changes, it shall allow the Union fifteen (15) work days to respond. The Union may respond either orally or in writing. If material (substantive) changes are made to a job description, or a new job description created which includes work duties traditionally performed by bargaining unit members, the Union may request to bargain with the District over salary for that particular job. The salary and job classification placement will be negotiated using the following job factors: skill, responsibility, working conditions, and effort to perform the job as required by the new job description.

B. The District and the Union jointly recognize the safety hazards inherent in operating boilers. Both parties have agreed that local, state and federal safety codes are to be followed and that exceeding the minimum standards and safety requirements is in the best interest of the public. Instances where this is applicable would be as follows: On school days or when school is in session or as required by a Building Use Permit a properly licensed custodian will be on the premises whenever that buildings boiler is in operation. When other safety and/or operational concerns arise, parties will meet to resolve the concerns. Except when constant attendance is required by city code or by mutual agreement of the parties boilers will remain in operation during a CE's absence while on a duty free lunch period.

It is the responsibility of each Custodial Engineer and or Licensed Assistant, Mobile AA, Head Assistant Custodian, to test the operation of the boiler and its control and safety devices periodically on a routine basis in accordance with nationally recognized standards and/or boiler and control manufacturer's written recommendations, maintain and operate

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<#>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.  
<#>The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the employee or Union.  
<#>Each party will pay the cost of presenting its own case and the cost of any transcripts it requests.  
<#>SECTION D: Supplemental Conditions ¶  
<#>1. 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 grievant and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance.  
<#>2. At each step of the procedure for adjusting grievances the grievant may request to be accompanied by a representative of the Union.  
<#>3. Excluded from the grievance procedure shall be matters for which law mandates another method of review.  
<#>4. A copy of the grievance response will be submitted to the Department of Labor Relations at each step of the procedure.

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the equipment in a safe manner and according to nationally recognized standards such as those recommended by the America Society of Mechanical Engineers for boilers. The building Custodial Engineer will have primary responsibility for operation and logging of boilers and chillers.

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**ARTICLE XX: TIME ALLOCATION STANDARDS**

- A. It is recognized that Time Allocation Standards have been established for the assignment of specific tasks. Within those standards, individual school sites may modify cleaning schedules to reflect individual site needs.
- B. When Time Allocations standards (i.e., minutes per specific task), for the assignment of tasks to individual employees are to be changed, studied, or new ones established, National ISSA standards will be utilized as a benchmark.
- C. Union representatives will be given a good faith opportunity to meet and give input to the process used to modify, change, or establish standards and will then meet with the District representatives to make recommendations. Prior to the establishment of new District Time Allocation Standards, the District will provide a copy of the plan to the Union. The frequency of work to be done shall be determined solely by the District.
- D. It is understood that District resources will not be used to maintain non-District equipment.

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**ARTICLE XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION**

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SECTION A: Performance Evaluation

- 1. Newly hired employees and/or employees who have been rehired shall complete a six (6) month probationary period.
  - a. During the probationary period, each employee shall be evaluated two (2) times. Unless there is egregious behavior on the part of the probationary employee, the first evaluation shall be conducted no later than sixty (60) calendar days after the hire date.
  - b. Upon successful completion of the probationary period, the employee will be placed on a regular status, and, at that time, seniority will be granted retroactive to the employee's starting date, which shall be adjusted to reflect any break in service for employee's who have been rehired after voluntarily leaving employment with the District.
  - c. An employee may be terminated at any time during the probationary period without recourse.
- 2. Employees who are performing in such a manner that their evaluation rating may be categorically lower than their immediately preceding evaluation in job title, except in the case of a serious violation of a departmental direction or when events occur that require significant disciplinary action, shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating in job title.
- 3. Regular employees shall be evaluated annually in February. All annual evaluations will be reviewed with the Area Supervisor or Manager prior to issuance.

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Employees will be provided a signed copy of their annual evaluations. Unsigned copies will be deemed invalid.

4. For employees assigned to "Split" Assignments, both CE's shall be given the opportunity to give input to appraisals.
5. By April 20 of each year the District will provide the Union with a spreadsheet of all bargaining unit members' evaluation scores.
6. If an employee cannot be evaluated due to long term absence the District will confer with the Union prior to "rolling over" the prior year's evaluation score.

#### SECTION B: Corrective Action

1. The appropriate supervisor or supervisory designee will be primarily responsible for implementing and carrying out a corrective action program for employees who have been placed on probation through the regular evaluation process.
2. When an employee is placed on probation or reinstated probation, he/she will receive a probationary letter which will identify the employee's specific:
  - a. Actions which necessitated probation;
  - b. Areas in which the employee must improve; and, the disciplinary action which will result if improvement is not made;
  - c. Term of probation; and,
  - d. Program for monitoring accomplishment during that period.
3. The Union will receive a copy of the probationary letter sent to the employee.
4. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

#### **ARTICLE XXII: IN-SERVICE TRAINING**

Required in-service classes or District workshops will be offered during the employee's normal work hours. Required in-service class hours may be applied for increments but will not be regularly scheduled.

It is recognized by the District and the Union that some courses/training, or portions of courses/training, may be provided during normal work hours. These activities should be accomplished and supported by the resources available through the apprenticeship program.

#### **ARTICLE XXIII: EMPLOYMENT RECORD**

- A. Materials placed in the employee's personnel file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the knowledge of the employee. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.
- B. Materials, as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or

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refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.

- C. Documents referred to in A and B above will become a part of the employee's personnel record for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. (Sustained or uncontested) discipline for egregious conduct (sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.

D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreement by the employee with the appropriateness of the materials in his/her personnel file may be a matter to be pursued through the grievance procedure.

E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.

F. The District will release employment record data as required under a court order or as required under the Public Records Act. Prior to the release of employment records the employee and the union will be notified and be given an opportunity to review the records to be released. For employee safety, private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

#### **ARTICLE XXIV: LIABILITY COVERAGE AND HOLD HARMLESS**

The District shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance of duties provided such employee was acting within the scope of employment and provided that the District shall not be obligated to hold harmless or defend employees in connection with acts of omissions outside those performed as an agent of the District or in connection with an employee's gross negligence, intentional, or wanton misconduct, knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to the District's General Counsel's Office of any such suit, claim, or action brought against said employee.

#### **ARTICLE XXV: SUPPLEMENTAL EMPLOYMENT STANDARDS**

The District agrees to comply with all applicable provisions of the State of Washington Supplemental Employment Standards adopted pursuant to the authority of Chapter 49.12 RCW as amended by Chapter 16, Laws of 1973, 2nd Extraordinary Session.

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## ARTICLE XXVI: SUPPLEMENTAL EMPLOYMENT

### SECTION A: Provisions

1. Employees from other Local 609 bargaining units who are interested in working in hourly positions as custodians, and/or gardeners during the summer months will receive priority consideration for available openings for Spring break and Summer work. Employees should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1<sup>st</sup> (March 1<sup>st</sup> for the 2013-2014 school year). Those employees who meet the minimum qualifications will receive priority consideration, based upon a mutually agreeable bid process, for available openings for Spring Break and summer work. The District will offer training to ensure that employees can access and use the online application system. The District will provide the Union with a list of interested employees.
  - a. During Spring Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodian positions will be first offered to qualified Local 609 represented school year employees.
  - b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodian positions will be first offered to qualified Local 609 represented school year employees.
2. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position;
  - b. Previous experience in the desired position;
  - c. District seniority (tie-breaker)
3. Staff who work in supplemental positions will be subject to the evaluation process.
4. Upon request, the Union and District will meet and review the Gardener Work Program (GWP) and resulting staffing needs in an effort to provide that the max numbers of temporary gardener positions are filled by qualified Local 609 represented school employees.
5. To the extent possible summer grounds employees who request a specific work assignment will be accommodated with summer seniority in grounds as a factor.

## ARTICLE XXVII: LABOR MANAGEMENT COMMITTEE

- A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:
  1. Issues or problems of District policy which affect the bargaining unit.
  2. Issues or problems related to contract administration, other than formal grievances which are being processed.
  3. Other matters of mutual concern.

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4. Either party may place an issue on the agenda.

B. Monthly the Union and Labor Relations Department will meet to discuss pending grievances and complaints. A chart of pending grievances and complaints shall be updated and transmitted to the Union at least five (5) work days prior to the monthly meeting. Meetings may be cancelled by mutual agreement.

C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

**ARTICLE XXVIII: DISTRIBUTION OF AGREEMENT**

- A. As soon as possible, copies of these Agreements entitled "Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Union, Local No. 609A" as revised shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word Format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.

**ARTICLE XXIX: TERM AND RENEGOTIATION OF AGREEMENT**

- A. The terms contained in this Agreement shall be effective when signed by both parties and run through August 31, 2020.
- B. On or before May 1 of the final contract year, the parties shall meet to identify and discuss issues each intends to present in bargaining. On or before June 1 of the final contract year, the parties shall exchange all written proposals for negotiations of a successor Agreement to take effect upon expiration of this Agreement. Negotiations will be conducted at times mutually agreeable to the negotiators named by each party.

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**2017-18 CUSTODIAL SALARY SCHEDULE**

Effective 9/1/17 Contract Renewal

**APPENDIX A**

Grade		G (1)	H (2)	I (3)	I (9)	J (4)	K (5)	L (6)	M (20)
<b>Step 1</b>	Hourly	\$17.80	\$18.09	\$19.76	\$20.12	\$21.11	\$23.01	\$25.07	\$27.28
	Monthly	\$3,085.33	\$3,135.60	\$3,425.07	\$3,487.47	\$3,659.07	\$3,988.40	\$4,345.47	\$4,728.53
	Annual	\$37,024.00	\$37,627.20	\$41,100.80	\$41,849.60	\$43,908.80	\$47,860.80	\$52,145.60	\$56,742.40
<b>Step 2</b>	Hourly	\$18.12	\$18.44	\$20.14	\$20.50	\$21.55	\$23.44	\$25.55	\$27.82
	Monthly	\$3,140.80	\$3,196.27	\$3,490.93	\$3,553.33	\$3,735.33	\$4,062.93	\$4,428.67	\$4,822.13
	Annual	\$37,689.60	\$38,355.20	\$41,891.20	\$42,640.00	\$44,824.00	\$48,755.20	\$53,144.00	\$57,865.60
<b>Step 3</b>	Hourly	\$18.45	\$18.82	\$20.55	\$20.91	\$21.97	\$23.95	\$26.07	\$28.39
	Monthly	\$3,198.00	\$3,262.13	\$3,562.00	\$3,624.40	\$3,808.13	\$4,151.33	\$4,518.80	\$4,920.93
	Annual	\$38,376.00	\$39,145.60	\$42,744.00	\$43,492.80	\$45,697.60	\$49,816.00	\$54,225.60	\$59,051.20
<b>Step 4</b>	Hourly	\$18.82	\$19.20	\$20.98	\$21.34	\$22.42	\$24.43	\$26.59	\$28.97
	Monthly	\$3,262.13	\$3,328.00	\$3,636.53	\$3,698.93	\$3,886.13	\$4,234.53	\$4,608.93	\$5,021.47
	Annual	\$39,145.60	\$39,936.00	\$43,638.40	\$44,387.20	\$46,633.60	\$50,814.40	\$55,307.20	\$60,257.60
<b>Step 5</b>	Hourly	\$19.24	\$19.52	\$21.36	\$21.73	\$22.86	\$24.91	\$27.12	\$29.54
	Monthly	\$3,334.93	\$3,383.47	\$3,702.40	\$3,766.53	\$3,962.40	\$4,317.73	\$4,700.80	\$5,120.27
	Annual	\$40,019.20	\$40,601.60	\$44,428.80	\$45,198.40	\$47,548.80	\$51,812.80	\$56,409.60	\$61,443.20
<b>Step 6</b>	Hourly	\$19.58	\$19.91	\$21.77	\$22.13	\$23.29	\$25.39	\$27.66	\$30.17
	Monthly	\$3,393.87	\$3,451.07	\$3,773.47	\$3,835.87	\$4,036.93	\$4,400.93	\$4,794.40	\$5,229.47
	Annual	\$40,726.40	\$41,412.80	\$45,281.60	\$46,030.40	\$48,443.20	\$52,811.20	\$57,532.80	\$62,753.60
<b>Step 7</b>	Hourly	\$19.96	\$20.32	\$22.21	\$22.57	\$23.79	\$25.89	\$28.23	\$30.76
	Monthly	\$3,459.73	\$3,522.13	\$3,849.73	\$3,912.13	\$4,123.60	\$4,487.60	\$4,893.20	\$5,331.73
	Annual	\$41,516.80	\$42,265.60	\$46,196.80	\$46,945.60	\$49,483.20	\$53,851.20	\$58,718.40	\$63,980.80

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**2017-18 CUSTODIAL SALARY SCHEDULE**  
 Effective 9/1/17 Negotiation Settlement

**APPENDIX A**  
 Page 2

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	<u>Asst Cust G All Bldgs</u>	<u>Lic Asst H - G3, G4 Bldgs</u>	<u>Lic Asst I - G2 Bldgs</u>	<u>Mobile AA</u>	<u>Hd Asst Cust - G1 Bldgs</u>	<u>Cust Eng K - G2, G3, G4</u>	<u>Cust Eng L - G1, G2 Bldgs</u>	<u>Cust Eng L - G1 Bldgs</u>
			<u>*Support Service Technician</u>	-	<u>Cust Eng K G3, G4 Bldgs</u>	<u>*Support Service Lead</u>	<u>*Facilities Ops Specialist</u>	
	-	<u>*Building Caretaker</u>		-	-	<u>*Self Help Ops Specialist</u>	<u>*Inspection Liaison</u>	-

Apprentice Custodian without a License

Step 1      Step 2      Step 3      Step 4  
\$17.80    \$18.12    \$18.45    \$18.82

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**MECHANICAL COORDINATOR SALARY SCHEDULE**

**APPENDIX B**

Effective 9/1/17 with 3.0% increase

<u>Grade</u>	<u>Stationery Apprentice</u>	<u>MC-K (5)</u>	<u>MC-L (6)</u>	<u>MC-M</u>	<u>MC-M (1)</u>	<u>MC-N</u>	
	<u>14</u>	<u>26</u>	<u>17</u>	<u>18</u>	<u>18F</u>	<u>18G</u>	
<b><u>Step 1</u></b>	<u>Hourly</u>	\$23.44	\$32.13	\$34.39	\$43.08	\$37.45	\$44.93
	<u>Monthly</u>	\$4,063.72	\$5,569.49	\$5,961.76	\$7,467.53	\$6,491.01	\$7,788.29
	<u>Annual</u>	\$48,764.69	\$66,833.86	\$71,541.16	\$89,610.32	\$77,892.17	\$93,459.52
<b><u>Step 2</u></b>	<u>Hourly</u>	\$24.61	\$32.60	\$34.93	\$43.77	\$38.52	\$46.29
	<u>Monthly</u>	\$4,265.99	\$5,651.21	\$6,053.70	\$7,586.03	\$6,677.34	\$8,023.25
	<u>Annual</u>	\$51,191.89	\$67,814.54	\$72,644.43	\$91,032.32	\$80,128.09	\$96,279.00
<b><u>Step 3</u></b>	<u>Hourly</u>	\$25.84	\$33.17	\$35.50	\$44.48	\$39.60	\$47.68
	<u>Monthly</u>	\$4,478.47	\$5,749.28	\$6,153.81	\$7,710.66	\$6,863.67	\$8,264.34
	<u>Annual</u>	\$53,741.68	\$68,991.37	\$73,845.77	\$92,527.87	\$82,363.99	\$99,172.03
<b><u>Step 4</u></b>	<u>Hourly</u>	\$27.13	\$33.69	\$36.08	\$45.22	\$40.67	\$49.11
	<u>Monthly</u>	\$4,703.21	\$5,839.18	\$6,253.93	\$7,837.33	\$7,049.99	\$8,511.55
	<u>Annual</u>	\$56,438.57	\$70,070.12	\$75,047.11	\$94,047.94	\$84,599.90	\$102,138.61
<b><u>Step 5</u></b>	<u>Hourly</u>	\$28.49	\$34.22	\$36.65	\$45.95	\$41.73	\$50.58
	<u>Monthly</u>	\$4,938.17	\$5,931.12	\$6,351.99	\$7,964.00	\$7,233.09	\$8,766.94
	<u>Annual</u>	\$59,258.04	\$71,173.40	\$76,223.94	\$95,568.00	\$86,797.04	\$105,203.26
<b><u>Step 6</u></b>	<u>Hourly</u>	\$29.93	\$34.75	\$37.25	\$46.74	\$42.79	\$52.10
	<u>Monthly</u>	\$5,187.43	\$6,023.06	\$6,456.19	\$8,100.89	\$7,416.18	\$9,029.95
	<u>Annual</u>	\$62,249.14	\$72,276.67	\$77,474.32	\$97,210.65	\$88,994.16	\$108,359.35
<b><u>Step 7</u></b>	<u>Hourly</u>	\$31.41	\$35.30	\$37.87	\$47.48	\$43.84	\$53.66
	<u>Monthly</u>	\$5,444.86	\$6,119.08	\$6,564.48	\$8,229.60	\$7,599.27	\$9,300.84
	<u>Annual</u>	\$65,338.31	\$73,428.98	\$78,773.73	\$98,755.24	\$91,191.29	\$111,610.13
<b><u>Step 8</u></b>	<u>Hourly</u>	\$32.98					
	<u>Monthly</u>	\$5,716.59					
	<u>Annual</u>	\$68,599.09					

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**MECHANICAL COORDINATOR SALARY SCHEDULE**

Effective 9/1/17 with 3.0% increase

**APPENDIX B**

Page 2

**Stationery**  
**Apprentice**      **MC-K (5)**      **MC-L (6)**      **MC-M**      **MC-M (1)**      **MC-N**

**Required Licenses:**

	<u>3rd Steam Engineer</u>	<u>3rd or 2nd Steam Engineer</u>	<u>3rd or 2nd Steam Engineer</u>		<u>3rd or 2nd Steam Engineer</u>
	<u>Journey Refrig Mechanic</u>	<u>Journey Refrig Mechanic</u>	<u>Journey Refrig Mechanic</u>	-	<u>Journey Refrig Mechanic/Op</u>
	<u>CFC License</u>	<u>CFC License</u>	<u>CFC License</u>	-	<u>CFC License</u>
<u>*Stationary Engineer Apprentice</u>	<u>*Mech Coord I</u>	<u>*Mech Coord II</u>	<u>*Mech Coord Lead</u>	<u>*Recourse Conservation Specialist</u>	<u>*Capital M+E Coord</u>
		-	<u>*RCx Mech Coord</u>		<u>*Chief Boiler Eng #</u>

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### MECHANICAL COORDINATOR SALARY SCHEDULE

Effective 9/1/17 with 3.0% increase

### APPENDIX B

Page 3

#### Notes:

1. Resource Conservation Specialists that acquire a position appropriate license or certification will receive additional hourly compensation of:
2. When/if a (\*) position is eliminated and later reinstated the employee who was assigned to the (\*) position at the time the (\*) position was eliminated shall have recall rights to the (\*) position for a period of fifteen (15) months from the date the (\*) position was eliminated.
3. If an apprentice does not complete the required number of training class hours in a timely manner he/she will be terminated from employment.
4. Apprentices are eligible to advance in Grade, but are not eligible to advance on the incremental steps of the Salary Schedule until they have completed the hourly training requirements of the Apprenticeship Program.
5. Employees must provide a copy of their license and/or certification by October 15 of each year. If an employee receives pay for a license or certification that has expired the employee will be required to pay, in full, the entire overpayment.

#Chief Boiler Engineer's position requires a 3rd Grade Boiler Supervisor License, as well as a Refrigeration Operator's License or better.

\*Asterisk positions are not subject to the normal bid process. See collective bargaining agreement.

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**APPENDIX D  
 IUOE LOCAL 609  
 GRIEVANCE REVIEW REQUEST**

**DESTINATION:**  
 Employee & Labor Relations  
 Facilities Supervisor/Director  
 Grievant  
 Local 609

Seattle School District #1

**GRIEVANCE NUMBER:**  
 SSD#:  
 Local 609#:

<b>Grievant:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Submitted:</b>
<b>Supervisor:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Resolved:</b>

**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:

<b>Grievant's Signature:</b>		<b>Date:</b>		
<b>Informal Hearing Date</b>	<b>Was Union Rep Present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>	
<b>Supervisor's Name</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>	
<b>Step I Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>	
<b>Manager/Designee Signature</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>	
<b>Step II Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>	
<b>Superintendent/Designee Signature</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>	

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**APPENDIX E**

**AGREEMENT REGARDING JOURNEYMAN UPGRADING APPRENTICE  
AND TRAINEE TRAINING PROGRAM  
2013-2018**

A. It is jointly desirous by the District and the Union to upgrade the skills of Journeyman Facilities Custodial Services Technicians, Stationary Engineers, and Grounds Maintenance Specialists, and to train and develop Facilities Custodial Services Technicians and Stationary Engineer Apprentices and Trainees.

To that end the parties agree to maintain the established protocols and procedures for funding the journeyman upgrade and apprenticeship program.

The parties agree that these protocols will include, among other things, the creation of a training program to be funded by dedicated contributions from the District of twenty dollars and forty cents (\$20.40) per month per bargaining unit member covered by this agreement for the life of this agreement with rate increase only by mutual agreement to ensure sufficient available funds, and that both parties will have equal representation on the "Training Committee". The Training Committee will be made up of the same individuals that serve on the Joint Apprenticeship Training Committee. This committee will determine and implement practices and procedures for continued participation in Journeyman upgrade and Apprentice training.

Within 6 months of ratification of this agreement the parties will submit a request for modification to the current Facilities Custodial Engineer Apprenticeship program to the Washington State Apprenticeship and Training Council. These modifications are to ensure employees are properly equipped to assume the duties and responsibilities of Custodial Engineer.

Related supplemental instruction and on the job training will include:

- Leadership
- Customer Service
- Conflict Resolution
- Handling Building Emergencies
- Preventative Maintenance/General Maintenance
- HVAC/Boiler/Refrigeration Operations and Troubleshooting
- Water Treatment
- Industrial Plant Maintenance
- Computer Skills
- FS/Maintenance Direct
- Key policy and key logging techniques
- Board and Departmental policies and procedures

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1. JOURNEYMAN UPGRADING APPRENTICE AND TRAINEE TRAINING PROGRAM¶  
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Effective on ratification of the agreement the current apprenticeship program will be closed to new enrollees. Employees currently enrolled in the apprenticeship program shall be given an opportunity to complete the program as dictated by the state Apprenticeship and Training Council. Apprentices accepted under the revised standards will be placed between steps 1 and 4 of the J (4) classification on the Custodial salary schedule. Upon completion of the program they will be placed no lower than step 5 of the J (4) classification. It is assumed by the parties that there will be fewer apprentices under the new program than there were under the terms of the previous collective bargaining agreement, with exact numbers to be negotiated following ratification of this agreement.

B. Operating Engineers Local 609 and Seattle Public Schools, assisted by the Apprenticeship Division, Department of Labor and Industries have prepared Facilities Custodial Services Technician, and Stationary Engineer Apprenticeship Standards. These standards have been and/or will be approved by and registered with the Washington State Apprenticeship and Training Council and are a part of the Apprenticeship Agreements registered under the Stationary Engineers Training Trust (Program Sponsor). As required under terms of the program the parties will meet not less than quarterly as part of the required Joint Apprenticeship Training Committee (JATC).

C. The Washington State Apprenticeship and Training Council and the Department of Labor and Industries and assisting agencies, the Division of Vocational Education and Department of Employment Security, are available to assist in program administration as well as potential program development.

D. Local 609 agrees to utilize the resources of the Department of Research and Education of the International Union of Operating Engineers, Washington, D.C. which has an established National Joint Apprenticeship and Training Committee for Stationary Engineers and Facilities Custodial Service Technicians. The resources also include access to their curriculum Committee for Stationary Engineers and their "Program of Instruction" to take an apprentice to the level of performance established in the National Apprenticeship Standards and coordinated with each State Apprenticeship and Training Standards.

E. The District agrees to assist with the creation or adoption of curriculum necessary for a successful Training program.

F. The parties will cooperate and participate in promulgating the Facilities Custodial Services Technician Apprentice, Stationary Engineer Apprentice as well as journey person upgrade training for the job titles covered under this collective bargaining agreement by enforcing the participation of bargaining unit employees covered under the terms of the Agreement to fulfill their training obligations.

G. The parties agree to utilize all training delivery models as necessary and authorized under their Apprenticeship Standards as filed with the Department of Labor and Industries. This includes supervised field trips, approved training seminars as approved by the JATC, state community and technical colleges, private technical/vocational colleges, as well as utilizing JATC approved competent instructor as defined by WAC 296-05-003. The parties further agree to arrange for appropriate and timely instructional opportunities as necessary to meet the needs of the District to have a well-trained and efficient workforce as well as the needs of Local 609 members need to upgrade their skills.

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H. Operating Engineers Local 609-A shall strive to promote the mutual benefits and ultimate advantages of these, and other Apprenticeship programs to its members and to District instructional CTE or other educational programs serving Seattle Public School students.

I. The employer retains the right to terminate any apprentice at any time during the training program if the trainee voluntarily abandons further training or if the trainee is dropped from the training program by the Joint Apprenticeship Training Committee.

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**APPENDIX F**

**Implementation of Annual Leave and Holiday Provisions for 2017-18**

**ANNUAL/EMERGENCY LEAVE 9/1/2017 TO 9/1/2018**

a. Annual Leave for Custodial employees G through J classification, Apprentice Stationary Engineer, job titles on Appendix C other than Certified Lead Gardeners and Lead Sports Complex Groundskeeper shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE UNTIL 9/1/2018</b>		
0 through 4 years	1.000 days per month or	12 working days per year
5 through 11 years	1.416 days per month, or	17 working days per year
12 through 13 years	1.500 days per month, or	18 working days per year
14 through 15 years	1.583 days per month, or	19 working days per year
16 through 17 years	1.666 days per month, or	20 working days per year
18 through 19 years	1.750 days per month or	21 working days per year
20 through 21 years	1.833 days per month or	22 working days per year
22 through 23 years	1.916 days per month or	23 working days per year
24 through 25 years	2.000 days per month or	24 working days per year
26 through 27 years	2.083 days per month or	25 working days per year
28 through 29 years	2.165 days per month or	26 working days per year
30 and over years	2.250 days per month or	27 working days per year

b. Annual leave for Custodial employees K through M classification, Certified Lead Gardeners, Lead Sports Complex Groundskeeper, and job titles on Appendix B other than Apprentice Stationary Engineer shall be in accordance with the following schedule:

<b>ANNUAL/EMERGENCY LEAVE SCHEDULE UNTIL 9/1/2018</b>		
0 through 4 years	1.416 days per month or	17 working days per year
5 through 6 years	1.833 days per month, or	22 working days per year
7 through 8 years	1.906 days per month, or	23 working days per year
9 through 10 years	2.000 days per month, or	24 working days per year
11 through 12 years	2.083 days per month, or	25 working days per year
13 through 14 years	2.166 days per month or	26 working days per year
15 and over years	2.250 days per month or	27 working days per year

c. Employees who earn Annual Leave shall be allocated three (3) additional days of Annual Leave per year, provided that:

1. Upon successful completion of the six (6) month probationary period, new employees and/or employees who have been rehired after voluntary leaving employment with the District shall receive three (3) additional days of Annual Leave for the current fiscal year.

**Holidays**

\*Note that during 2017-18 the Day After Christmas was a paid holiday but not July 5.\*

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¶ AGREEMENT REGARDING DISTRICT GROUP INSURANCE¶  
¶ CONTRIBUTION FOR CLASSIFIED EMPLOYEES OF THE DISTRICT¶  
2013--2017¶  
¶ The District will budget an amount per month per eligible classified employee of the District (hereinafter "employee")\* for District contributions toward payment of premiums of District-approved group insurance programs from 9/01/2013 through 8/31/2014, 09/01/2014 through 8/31/2015, 09/01/2015 through 8/31/2016, and 09/01/2016 through 8/31/2017 (hereinafter 2013-2014, 2014-2015, 2015-2016, and 2016-2017 respectively). The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, to the employees whose coverage (...)

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**APPENDIX G**  
**CENTRAL PENSION FUND**  
**OF THE**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**AND**  
**PARTICIPATING EMPLOYERS**

During the continuance of this agreement, the District shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the bargaining unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said pension fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum and the effective date for payment of any said sum is defined and set forth on the following basis:

Effective September 1, 2013, pay an hourly sum of sixty cents (\$0.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

The District and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for each fund, as of September 7, 1960, establishing the Central Pension fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

The Employer and Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating each said fund. The Employer and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

This Appendix may be modified during the term of this Agreement if there is written agreement to do so signed by both parties. The Unions membership may alter the amount to be deducted no more than once per year with District consent. Any mutually agreed upon change in the amount to be deducted from each employee's negotiated wages must apply to and be approved by all Local 609 Bargaining Units.

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~~2017-2020~~ MEMORANDA OF UNDERSTANDING  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 609-A  
(Custodial Engineers and Gardeners)

Includes:

Implementation of Contract Changes

Video Surveillance

Non-Retaliation

Immigration

Harassment and Discrimination Investigation Procedures

Discrimination, Retaliation and HIB Complaint Investigation Process

Evaluations

Administrative Leave Procedure

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**MEMORANDUM OF UNDERSTANDING**

**CONCERNING**

**IMPLEMENTATION OF CONTRACT CHANGES BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND**

**INTERNATIONAL UNION OF**

**OPERATING ENGINEERS LOCAL 609**

**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

The parties agree that for the term of this collective bargaining agreement Washington Middle School and Mercer Middle School will be staffed as follows: Custodial Engineer: “K” classification, Night Lead: Head Assistant “J”, Assistant Custodians as required under cleaning standards.

Article XII of this collective bargaining agreement reflects a change in the promotional chain. Prior to ratification of this agreement promotions in the Custodial work group were as follows: Licensed Assistant H, Licensed Assistant I Mobile AA, Licensed Assistant I, Head Assistant. Employees will now move from Licensed Assistant I to Licensed Assistant I Mobile AA. The parties recognize the experience and training employees gain from both of these positions.

During the implementation phase of this contract no employee that has already served time in the Mobile AA position will need to do so again. Current Licensed Assistant I custodians will be grandfathered into the old progression and will promote to Head Assistant or Custodial Engineer J. Current Licensed Assistant Mobile AA will need to promote through Licensed Assistant I before promoting to Head Assistant or Custodial Engineer J.

The parties agree to meet and jointly work through any unforeseen issues or circumstances during the implementation phase.

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ANNUAL/EMERGENCY LEAVE SCHEDULE THROUGH 9/1/2018¶

¶ Annual Leave for Custodial employees G through J classification, Apprentice Stationary Engineer, job titles on Appendix C other than Certified Lead Gardeners and Lead Sports Complex Groundskeeper. shall be in accordance with the following schedule:¶

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING VIDEO SURVEILLANCE  
BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609  
~~2017-2020~~**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

Video surveillance is defined as the surreptitious “collection, storage, taping transmission, or reception of images on video tape, disc, film, photo electronic, photo-optic, or other computer-based technology system to monitor or observe the conduct or actions of an employee at his or her worksite(s).” Video surveillance does not include the open and obvious use of video or film equipment to record events, or to the monitoring of electronic information sent or received by employees through e-mail or the Internet. The District understands that surveillance can be used to harass and intimidate employees.

If the District has a reasonable suspicion to believe that an individual is engaged in conduct that violates criminal law, civil law, District rules, or constitutes misconduct the District may utilize video surveillance on District property, in District buildings, and in/on District equipment to monitor an individual or an area where the conduct is believed to be taking place without notice to the individual or his or her union.

The determination whether the District has a reasonable suspicion to engage in video surveillance shall be made prior to the utilization of the video surveillance. Said determination shall be made by either the Superintendent, the General Counsel, the Director of Logistics, the Director of Human Resources or the Safety and Security Manager. Video surveillance may be performed by the Safety and Security Department or any other entity with experience in investigation and/or video surveillance determined by any one of the administrators who could make the determination regarding reasonable suspicion to engage in video surveillance.

If the District uses information collected from video surveillance to impose discipline on an employee, the District will provide a copy of the video surveillance to the employee or the union after it has reviewed the surveillance and completed any required interviews with the employee concerning his or her conduct. In the event the employee is suspended without pay or terminated, the video surveillance must be provided 24 hours prior to any final meeting between the employee and the District to discuss his or her conduct. However, notwithstanding any other statement in this MOU, the District is not required to produce a copy of the video surveillance to an employee or his or her union if said video surveillance is given to the police department or the Prosecuting Attorney’s office relative to possible criminal violations of the law.

The information collected from video surveillance under the MOU shall be kept confidential and disclosure is restricted to individuals with a need to have access to the information to assess whether discipline will be imposed to perform their official job duties, or to process a related grievance. No other disclosure is permitted except in response to a court order or as otherwise

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required by law or when provided to local authorities in connection with possible criminal violation of the law.

Nothing in this document will prohibit the District, at its discretion and without notice, from establishing a general video surveillance of its facilities similar to the type of video surveillance done by other institutions such as banks, local convenience store, etc.

To the extent that this Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this Memorandum shall control any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this Memorandum of Understanding.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 609  
NON-RETALIATION**

The District and Local 609 agree that claims of retaliation for exercising collective bargaining agreement and statutory rights must be discussed promptly. To accomplish this objective, the District and Local 609 agree as follows:

Local 609 may contact the Director of Labor Relations and request a meeting to discuss the alleged retaliatory behavior between a Local 609 represented member and a building principal. The Labor Relations Department will schedule a meeting between the Education Director, the Principal, a local 609 representative, and if needed, the Labor Relations Director or designee. Failure to schedule a meeting is considered a grievable issue under the grievance provisions contained in the District/Local 609 CBAs.

For purposed of this MOU, the purpose of any meeting is to discuss alleged retaliation that is based on collective bargaining statutory rights and district/Local 609 collective bargaining agreements.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609  
CONCERNING CHANGE OF IMMIGRATION STATUS**

**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

1. Statement of Intent

The intent of this MOU is to offer support to employees who are legal workers but who must comply with immigration processes and/or attend to immigration challenges. It is understood that falsification of an application, I-9 form, or other hiring document may be grounds for discipline including termination and that termination for falsification of any such documents will eliminate any right to reemployment under this MOU or the collective bargaining agreement.

2. Notification to the Union

If the District is advised that an employee who has completed his or her probationary period faces a challenge to his or her right to work in the United States, or that the INS is performing an immigration audit or initiating an investigation, or when the District receives a “no match” letter from the Social Security Administration, upon the employee’s request the District will notify the Union and meet to discuss the issue. Whenever possible, this meeting shall take place before any action by the District is taken.

3. Time Off

Upon request, employees shall be released for up to five (5) unpaid working days during the term of the Agreement in order to attend to INS proceedings and any related matters for the employee only. The District may request verification of such leave.

4. Reemployment Within 12 Months

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer reemployment to an available open position similar to that vacated, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination

5. Reemployment within 24 months

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer employment to an available open position similar to that vacated, as a new hire without seniority, and subject to a new probationary period, upon the employee providing proper work authorization within an additional 12 months from the date of termination.

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the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

**V. UPDATES TO LOCAL 609**

Once the interview of the complainant is completed, an LER staff member on a bi-weekly basis (every other week) will update the appropriate Local 609 representative on the status of the investigation. These updates may be provided by email.

**VI. FINDINGS/OUTCOME LETTERS**

At the conclusion of the investigation, a letter detailing the findings and the outcome of the investigation signed by the appropriate District official will be provided to the complainant and the appropriate Local 609 representative. This letter will be provided by email to the complainant and Local 609 and via regular U.S. mail to the complainant's home address on record with the District. This letter will include an explanation of the appeal rights available to a complainant under the District's policies.

**VII. CLOSE OUT MEETING**

After the conclusion of the investigation, the complainant will be offered the opportunity to have a "close out meeting" with the appropriate member(s) of the LER staff. This notice will be provided to the complainant via email, with cc to the appropriate Local 609 representative, within seven (7) days of the date of the Findings/Outcome letter. If the complainant desires to have union representation at this meeting, an LER staff member will coordinate the scheduling of this meeting with the complainant and the appropriate Local 609 representative. At this meeting, the LER staff member(s) will attempt to answer questions about the process of the investigation and the ultimate decision-making regarding the complaint, as well as options for the complainant in addition to appeal right

**VIII. THE TERMS OF THIS AGREEMENT PREVAIL**

The parties agree that the terms of this Agreement prevail over any conflicting or contradictory terms that may exist in any prior Memorandum of Understanding and/or Settlement Agreement.

This Agreement made and entered into this 19<sup>th</sup> day of April 2017.

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**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 609**

Seattle Public Schools (SPS) and the International Union of Operating Engineers (the Union) mutually agree to the following:

**Evaluations**

~~No later than October 1, 2018 and prior to January 1, 2019, the Parties shall each appoint four representatives to a committee to draft evaluation instruments customized to the following job titles:~~

- ~~• Chief Boiler Engineer~~
- ~~• Mechanical Coordinators~~
- ~~• Resource Conservation Specialists~~
- ~~• Stationery Engineer Apprentice~~

~~No later than October 1, 2018, the Parties shall each appoint four representatives to a committee to draft evaluation instruments customized to the following job titles:~~

- ~~• Gardners~~
- ~~• Groundskeepers~~

~~Each committee shall use the current Unit A evaluation manual as a guide for the evaluation process and instruments they draft.~~

~~Prior to **January 1, 2019** the evaluation committees shall recommend evaluation instruments, including evaluation criteria and rubrics for measuring the criteria, for each title/category of employees to the Parties.~~

~~The Parties shall ratify, or amend and ratify the final instruments for inclusion in the Unit A evaluation manual. If mutually agreed, the new instruments shall be used for the 2018-19 evaluation cycle. If the new instruments are not in place for the 2018-19 evaluation cycle, they shall be implemented no later than the 2019-20 evaluation cycle.~~

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Mike McBee¶  
Local 609 Recording Secretary¶  
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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 prior to the end of the 2013-14 school year.

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609**  
**CONCERNING ARTICLE XVII(C): DISCIPLINE**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 and Seattle School District No. 1. This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreement between IUOE, Local 609 and the District.

The parties agree that Article XVII(C) will be applied as follows:

Administrative Leave Procedure: Local 609 Employees

The District has the discretion to place an employee on administrative leave when allegations have been made against the employee involving conduct that:

1. Directly or indirectly endangers staff or students (including, but not limited to, assault, sexual misconduct, threats to self or others, abuse, drug use, or alcohol use during school hours);
2. Has the potential to disrupts the educational environment; or
3. Has the potential to interfere with an investigation.

Employees *may not* be placed on administrative leave if their alleged conduct does not meet one of the criteria listed above.

1. Making the Administrative Leave Decision. The decision to place an employee on administrative leave will be made by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available). The District will provide the employee and Local 609 written notice of the allegations, and meet with the employee and a Local 609 representative (if the employee desires representation), prior to making the decision to place a Local 609 bargaining unit member on administrative leave.
  - a. Emergency Removal. The District reserves the right to forego this meeting if the nature of the allegations against the employee necessitates his or her immediate removal from the workplace. In such cases, the District agrees to meet with the employee and a Local 609 representative (if the employee desires representation) to discuss the decision to place the employee on administrative leave on the following business day. Building administrators will be advised that if they believe a staff member should be placed on administrative leave, they should contact the Assistant Superintendent, Human Resources and the Local 609 member's Department Director/Manager (or their designees, if the Assistant Superintendent, Human Resources and/or Department Director/Manager is not available).
  - b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff

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SEATTLE SCHOOL DISTRICT NO. 1¶  
AND¶  
INTERNATIONAL Union of Operating Engineers, Local  
609, AFL-CIO¶  
ESSB 5940¶

Seattle Public Schools (SPS) and the International Union of Operating Engineers (the Union) mutually acknowledge that, among other things, Section 3 of ESSB 5940, RCW 28A.400.350, which took effect on July 11, 2012, directs Washington state school districts to make progress:¶

(a) - on "promoting health care innovations and cost savings and significantly reducing administrative costs;" ¶

(b) - "toward employee premiums that are established to ensure that full family coverage premiums are not more than three times the premiums for employees purchasing single coverage for the same coverage plan, unless a subsequent premium differential target is defined as a result of the review and subsequent actions described in section 6 of this act;" and ¶

(c) - to "offer employees at least one health benefit plan that is a high deductible health plan offered in conjunction with a health savings account in which the employee share of the premium cost for a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the share of premium cost paid by state employees during the state employee benefits year that started immediately prior to the school year."¶  
Therefore, SPS and the Union mutually agree to make good faith efforts to work together during the term of this agreement to make progress as directed by this law. ¶

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member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

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2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30-day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.

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3. Administrative Leave is Not Imposed as Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.

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4. Employee Rights on Leave. At the time the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal belongings, and (5) that s/he can get periodic updates on the status of his or her leave.

5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.

6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.

7. Witness Interviews. Local 609 bargaining unit members interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location that is convenient for them. Local 609 bargaining unit members may bring a Local

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609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.

8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

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BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND¶  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 609¶  
CONCERNING ARTICLE XXIII(C): EMPLOYMENT  
RECORDS¶

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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.¶

¶

In accordance with Article III: Application of Agreement, the parties agree that Article XXII(C)/Article XXIII(C): Employment Records will be applied as follows.¶

¶

Discipline—other than last chance agreements, sustained (or uncontested) discipline for egregious conduct (including sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline 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—will continue to become stale after three years, plus the work year in which the materials were added to the employee's personnel file.¶

The District will not consider stale discipline when determining disciplinary action for Local 609 bargaining members; but ¶

The District will not purge stale discipline from employee personnel files because of the November 2012 change to state records retention law.¶

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~~2017-2020~~ Collective Bargaining Agreement  
SSD/IUOE Local 609B-Nutrition Services

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-B**

**(Nutrition Services)**

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**Includes:**

**2017-2020 Collective Bargaining Agreement**

**2017-2020 Memoranda of Understanding**

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**2017-2020 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:**

Lorraine Wilson, Chief Negotiator  
Stanislaw Damas  
Pegi McEvoy  
Bruce Skowyra  
Teresa Fields  
Larry Dorsey  
JoLynn Berge  
Nate VanDuzer  
Mark McCarty  
Trina DeBiase  
Denise McElhinney  
Patricia Dorgan

**IUOE Local 609 Negotiating Team:**

Mike McBee, Chief Negotiator  
David Westberg  
Jennifer Francis  
Rachel Buck

In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March, 2018.

**Seattle School District No. 1**

**International Union of Operating Engineers,**  
**Local 609**

Dr. Larry Nyland,  
Superintendent  
Seattle Public Schools

Rachel Buck, President  
IUOE Local 609

Clover Codd,  
Assistant Superintendent of Human Resources  
Seattle Public Schools

David Westberg, Business Manager  
IUOE Local 609

Mike McBee, Recording and Corresponding  
Secretary  
IUOE Local 609

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## 2017-2020 COLLECTIVE BARGAINING AGREEMENT

### Nutrition Services

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

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**BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-B  
(Nutrition Services)**

**ARTICLE I: PARTIES TO THE AGREEMENT**

This Agreement is entered into upon the date it is signed by both parties. The parties are the Seattle School District No. 1 and Union Local 609, International Union of Operating Engineers, representing those employees of the Seattle School District No. 1 working in job classifications listed in Appendix A except those employees excluded by Chapter 41.56 RCW or rulings of the Public Employment Relations Commission.

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**ARTICLE II: RECOGNITION**

A. The provisions of this Agreement shall be applicable to the employees of the Seattle School District No. 1 as outlined above.

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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.

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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.

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**ARTICLE III: APPLICATION OF AGREEMENT**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article I shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this agreement.

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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.

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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.

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The parties will meet and review settlement agreements on an annual basis, no later than March 15.

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D. Neither party shall be required to negotiate or bargain on any issue during the term of this agreement, except as otherwise provided in this Agreement.

**ARTICLE IV : AFFIRMATIVE ACTION**

A. It is the policy of the Seattle School District to employ persons on the basis of merit, training, and experience and that there shall, be no discrimination against any employee or applicant because of race, creed, color, religion, marital status, national origin, economic status, sex, sexual orientation, age, or handicap, except as may be permitted to meet a bona fide occupational qualification and the District shall comply with State or Federal laws as may pertain thereto.

B. In implementing the Affirmative Action program, the District shall recruit, employ, and assign personnel in conformity with State and Federal laws, rules, regulations, and directives.

**ARTICLE V: MANAGEMENT RIGHTS**

A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:

1. The right of the District to hire, terminate, suspend, transfer, promote, or demote, or discipline employees for proper cause;
2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment;
3. The right to determine the starting and quitting time and number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to the Fair Labor Standards Act; and
4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.

B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the District's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.

C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing nutrition services to support the needs of the schools.

1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Nutrition Services Department (NSD) to provide nutrition services for the needs of students in the schools of the District.

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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.

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3. **Communications.** Routine communication regarding coordination of service needs and service delivery within the established service expectations should occur between the customer site representative, usually the principal or designee, and the Local 609 bargaining unit employee in charge of Nutrition Services at a site (usually the kitchen manager). This would include communication about needed services or special requests consistent with the scope of service. This communication would include for example, special dietary needs of a student, but would not include changes to the lunch schedule. Such communication should also include the initial discussion of concerns about a service request or the quality or level of service provided. Whenever a question or concern is not resolved by such discussion to the satisfaction of either the customer representative or the Local 609 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the NSD. This is consistent with the expectation that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor Relations Department and Union.

4. **Supervision.** The Local 609 bargaining unit employees covered by this agreement are employed by the Nutrition Services Department and supervised by a chain of command within that Department. The Chain of Command is as established by the NSD and communicated to employees covered by this agreement as well as customer representatives. Supervisors and managers are defined for purposes of management decisions as administrative employees who are not members of the Union.

5. **Evaluation.** Performance evaluation of Local 609 bargaining unit employees covered by this Agreement are to be conducted by the chain of command in the NSD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the NSD in consultation with the Union. Customer site representatives may provide input to the NSD regarding the performance of Local 609 members working at the customer's site.

**D.** The above statement of Management Rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either Management or the Union.

**E.** The District has the responsibility to provide an explanation to the employee and Union representative prior to changes in rules, or mutually agreed to past practices.

**F.** The exercise of the Management Rights herein does not modify the employee's right to appeal through the Grievance Procedure, when such exercise violates the letter and intent of this Agreement.

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**ARTICLE VI: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP**

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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.

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**ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT**

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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.

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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.

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C. It is agreed that all employees who work two and one-half (2-1/2) hours or more under this Agreement will become members of the Union after thirty-one (31) days of employment and maintain membership as a condition of continued employment unless an RCW 41.56 exception applies.

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D. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW

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**ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES**

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A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56 RCW when they become Union members.

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B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes and dues at least thirty (30) days before the change is to be made.

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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.

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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

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not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

**ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES**

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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.

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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.

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C. The Business Manager/designee is invited to participate as an observer in regularly scheduled or special meetings.

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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

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**ARTICLE X: LEAVES FOR UNION ACTIVITIES**

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**SECTION A: Eligibility**

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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.

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**SECTION B: Procedure**

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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

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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.

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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

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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.

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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.

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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.

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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.

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**ARTICLE XI: LEAVE FOR BUSINESS MANAGER AND FULL-TIME OFFICER**

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**SECTION A: Provisions**

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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.

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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.

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3. Leaving Office:

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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.

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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

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includes seniority promotion for which he/she would be eligible as commonly made with the District.

**SECTION B: Salary and Benefits**

1. The salary of the Business Manager/Agent and the full-time officer while on leave shall be set by the Union and the District agrees to pay a like amount to the Business Manager/Agent and full-time officer subject to full reimbursement in advance each and every month for all monies expended.
2. The District agrees to maintain accumulated sick/emergency leave, retirement, and seniority rights for the Business Manager/Agent and full-time officer during the period of the leave. The Union is responsible for keeping and submitting to the District monthly sick and annual leave records for employees on Union Leave status.
3. The Business Manager/Agent, full-time officer, and all other employees on Union Leave are specifically excluded from District liability coverage, and risk insurance, if any, for such liability must be provided for the Business Manager/Agent and full-time officer by the Union
4. Employees who are injured while on Union Leave are not eligible for on the job injury supplements as provided in Article XV Section K.

**ARTICLE XII: WAGES AND EMPLOYEE BENEFITS**

**SECTION A: Wages**

1. The 2017-2018 Salary Schedule shall be as shown in Appendix A.
2. During The 2018-19 school year, the base wage rates specified in Appendix A shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates specified in Appendix A shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:  
The increase will be in addition the increments called for by XII-A-5, below.
  - a. Prior to effectuating the state-designated increases pursuant to 2 and 3, above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.

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Deleted: During the 2015-16 and 2016-17 school years, the base wage rates specified in Appendix A shall be improved by state-wide funded classified employee percentage increases in salaries in the month they become effective ("state pass-through"), or 1%, whichever is greater.

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b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the Union, the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

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5. The District shall adjust wage rates as required to remain in compliance with the City of Seattle minimum wage ordinance, the District agrees to engage in effects bargaining with the Union in this regard.

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6. Increment Criteria: increments shall be granted to employees whose job performance was appraised as satisfactory or better during the immediately preceding evaluation cycle, effective the first working day of each school year, provided that:

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e. . Prior to the 2016-17 school year, the parties agree to conduct a joint comprehensive compensation study and will meet to discuss the application of the salary survey. The parties agree that the results of the survey will be analyzed for application to the salary schedule and agree that the results of the salary survey will not necessarily be wholly applied in the 2016-17 school year.¶  
f. . In addition to the increases described in 2 above additional increases shall be applied noted below each year beginning in 2014-15 and 2015-2016:¶  
Central Kitchen Operations Manager: 1% in 2014-15, 2015-16, 2016-17¶  
Central Kitchen Lead: 1.5% in 2014-15, 2015-16, 2016-17¶  
Central Kitchen/Deli/Catering Assistant: .05% (2014-2015) ¶

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- 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 1<sup>st</sup>, the employee's September 1<sup>st</sup> 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 1<sup>st</sup>.

7. In the event that an individual employee temporarily substitutes in a position with higher classification than his/her regular classification, the employee's salary will be adjusted as follows;

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- 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.

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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.

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8. Employees who are assigned four (4) or more hours per day may elect to have their pay, based on assigned hours, prorated over the District's fiscal year. Employees who choose this option must do so prior to 09/01 each year, provided that such election shall not be changed during the ensuing fiscal year.

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9. Hourly rate increase will be paid after Nutrition Services receives proof of School Nutrition Association (SNA) certification from employee retro-active to date on SNA certificate. Nutrition Services employees, once certified, must provide yearly documentation, which is a copy of the certification card received from SNA. Documentation to be provided, prior to expiration, to the Nutrition Services Personnel Manager.

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10. Managers receive "Incentive" pay according to the Salary Schedule (Appendix A). Should the daily meal equivalents served in a school during the Fall (October & November) MPLH rise above 200, 300, or 500 (depending on job classification) the incentive pay would be put in place on January 1<sup>st</sup>. Should the daily meal equivalents served in a school during the Spring (March & April) MPLH revise rise above 200, 300, or 500 (depending on job classification), the incentive pay would be put into place on September 1<sup>st</sup>.

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7. Employees shall be paid their current hourly rate for up to twenty-six (26) hours of voluntary training during the school year. Training will be offered on a day prior to the beginning of the school year, on District-designated in-service training days, and on other days during the school year, to provide for no less than twenty six (26) hours of voluntary training. Staff will not be compensated for attending the ten (10) hour certification courses such as Basic Nutrition, and ServSafe or Serving it Safe. ¶

a. All classes offered by the Seattle School District, Nutrition Services, OSPI, and Washington School Nutrition Association (WSNA), which are directly related to job skill and competency, are pre-approved for training/professional development credits. ¶

b. Payment for voluntary training will not exceed the monetary equivalent of twenty six (26) hours of extra time paid at the employee's current hourly rate.

Should the daily meal equivalents served in a school fall below 200, 300 or 500 (depending on job classification) following the Fall MPLH review, the incentive pay will be discontinued as of January 1 for the remainder of the school year. However, if a review of the Spring (March & April) MPLH show that a school rose back above the daily meal equivalents of 200, 300 or 500 (depending on job classification), the incentive pay would be reinstated and applied retroactively to January 1<sup>st</sup>.

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11. An incentive pay program will be established for other Nutrition Services employees. This includes employees working at schools in which managers receive incentive pay under Section A.8, above, and employees working at schools where the manager does not receive this incentive pay. In no event, however, shall a manager receive both the incentive pay under Section A.8 and this section.

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a. Employees will receive additional pay for increasing participation as follows:

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1) 1%-1.9% increase in breakfast and lunch participation = \$0.05 hourly wage increase

2) 2%-2.9% increase in breakfast and lunch participation = \$0.10 hourly wage increase

3) 3% and greater increase in breakfast and lunch participation = \$0.15 hourly wage increase

b. Incentive pay would be paid as a one-time payment in July of each year, based on yearly average increase in participation.

c. All employees who have regular assigned hours of two and one-half hours (2.5 hrs.) or more are eligible for incentive pay.

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d. The current incentive pay program for managers of the programs serving above 200, 300 and 500 meal equivalents would not be changed.

12 Pay Procedures

a. **Pay day.** Employees shall be paid on the first business day of each month. Electronic deposits to employee accounts or pay cards shall be made so as to be deposited to the employees account on the first business day of the month. Pay warrants (checks) are distributed through the US Postal Service and are mailed one (1) business day prior to pay day.

b. **Payment Methods.** Both the District and the Union recognize that electronic deposits offer the advantage of avoiding paper warrants or checks being lost in the mail and are seen by many as a more convenient method of being paid.

**Direct deposit.** Effective thirty (30) days following ratification of the agreement new employees will be paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.

c. **Pay Statements.** The District and Union share an interest in employees having ready access to clear earnings statements. The District shall provide employee pay statements via U.S. mail. No earlier than October 1, 2018, the District may reopen this provision to address electronic delivery of pay statements.

d. **Payroll Error Corrections.** The District will make every effort to modify its systems to enable payroll error corrections or other payments to be made via electronic deposit means as soon as feasible.

1. **Underpayments.** Underpayments of employee compensation will be processed as soon as possible upon the District being informed of the underpayment. Upon being informed of an underpayment the District will promptly inform the employee about when the corrected pay will be available. Unless the payment will be by electronic deposit the employee will be provided the option of personally picking up the pay warrant rather than having it mailed to their official address.

2. **Overpayments.** Salary overpayments shall be repaid as soon as possible. The District will prepare documentation identifying the basis for and the amount of the overpayment and provide both to the union and the employee. It is recognized that significant overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule.

e. **Lost pay warrants.** Pay warrants which have been sent to the employees designated home address, via US mail, and which are not received by the employee will be replaced as soon as possible following the date that the District received the fully complete required forms certifying such loss.

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SECTION B: Group Insurance Provisions

1. The District shall make available combined funds from State and local resources to contribute toward premiums of District-approved group insurance programs for all eligible employees. ~~The District shall contribute toward premiums of District-approved group insurance programs for all eligible employees.~~

a. ~~Eligible employees are defined as those who work three and one-half (3 ½) or more hours per day.~~

b. ~~This contribution includes the premiums for the District-paid dental, life/long-term disability, and vision insurance plans.~~

2. ~~The District will budget an amount per month per eligible classified employee of the District for District contributions toward payment of premiums of District-approved group insurance programs from September 1 to August 31. The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, to the employees whose coverage exceeds the budgeted amount. The District shall budget per month, per employee, based on the State monthly allocation figure for insurance benefits.~~

~~For the period of each month, September through December, the District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.~~

~~Based on December payroll, the District shall determine the total budgeted amount for the year, which shall be based on the employees employed as of December 1. Also, based on the December payroll, the District shall determine the total projected expenditure of funds for the year, taking into account (a) actual contributions made by the District for the period from September through December, (b) projected contributions to be made at the budgeted contribution rate for the balance of the year, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.~~

~~For the periods of each month, January through August, the unutilized amount (position difference), if any, between the total budgeted amount and the total projected expenditures will be divided on an equitable basis in pay periods between January 1 and August 31 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the amount necessary to pay for District-approved insurance programs selected by that individual.~~

~~In order to avoid overspending the total budgeted amount stated above, the District may, at any time after January 1, adjust downward the amount contributed per~~

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employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

The District's determinations of the unexpended amounts and the appropriate methods of distribution to employee, as described above, shall be made in consultation with the Union.

In the event that there is a disagreement between the District and the Union over the administration of the above paragraphs, the subject of appropriate insurance benefits shall be treated as a negotiable matter rather than a contractual matter and the above paragraphs shall be deemed null and void except as may be agreed in subsequent negotiations.

The District's obligation to make monthly contributions toward the payment of premiums of District-approved group insurance programs for employee shall not exceed the sum funded by the State for insurance benefits.

On or about July 10 of each year, the District will provide the Union with the utilization figures for the classified employees of the District.

3. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee and his/her dependents. All plans must be mutually agreed upon by the employee organization and the District.

4. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year.

5. Solicitation for companies and plans continued under "grandfather clauses" shall be subject to approval by the District and the employee organizations.

6. At the time of employment each new employee shall receive a copy of the employee Group Insurance Program booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Payroll Department no later than thirty (30) days from the employee's first day of duty.7. The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than 10/31 of each school year.

a. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:

1. Self-insurance of insurance benefits.

2. The selection process for District-sponsored plans.

3. The use of excess reserves, which may exist with insurance providers.

4. Surveying District employees to determine employee preference regarding insurance benefits.

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**Deleted:** to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each year respectively, which option may be exercised only if required by changes in State law concerning employee benefits.¶

**Deleted:** Provisions for group insurance shall be as set forth in Appendix C of this Agreement.

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**Deleted:** The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than October 31 of each school year.

**Deleted:** The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:¶

a. Self-insurance of insurance benefits.¶

b. The selection process for District-sponsored plans.¶

c. The use of excess reserves, which may exist with insurance providers.¶

d. Surveying District employees to determine employee preference regarding insurance benefits.¶

e. The disposition of funds from the Standard Insurance demutualization account established pursuant to Board Resolution 2000-6.¶

**Deleted:** This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

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**Deleted:** District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to himself/herself and his/her dependents. All plans must be mutually agreed upon by employee groups and the District.

5. The disposition of funds from the Standard Insurance demutualization account established pursuant to Board Resolution 2000-6.

b. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review. 8. The Union and the District shall work with the insurance brokers to study the feasibility of a self-insurance program and make recommendations for implementation as appropriate.

7. The District will provide for representation by the Union to make its input to the School District insurance management whenever changes or modifications in the insurance program are contemplated.

8. Pursuant to RCW 28A.400.275 (1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each year, respectively, which option, may be exercised only if required by changes in State law concerning employee benefits.

SECTION C: Hours of Work and Work Day

1. Nutrition Service employees are defined as hourly employees under applicable State and Federal laws and shall be paid by the number of hours worked. The normal work day for Elementary Managers in prepack kitchens shall be no less than three and one-half (3.5) hours per day. Managers in elementary in bulk kitchens shall be no less than five (5) hours per day, and secondary school managers shall be no less than seven (7) hours per day. Hours are assigned based on the number of meals served. The above hours shall be considered minimums; however, if the Director feels fewer hours are needed at a given location, the District will work with Local 609 to determine the number of hours to meet program requirements on a case by case basis. Jobs shall be scheduled to provide the hours needed, and there shall be a minimum of jobs with fewer than the three and one-half (3 1/2) hours necessary to qualify for benefits.
2. Hourly time is assigned by school building Food Service Managers with approval by the Nutrition Services Director. Assigned hours vary from (.5) to eight (8) per day.
3. Satellite hourly rate applies to the actual time worked for the satellite location. Where practicable, split shifts may result in benefited positions. Time schedules and hours of shifts, including lunch breaks will be set by the Nutrition Service Department. The District will consult with the Union prior to creating any new split positions.
4. The normal work week shall be defined as five (5) consecutive days (Monday through Friday) within a seven (7) day period.
5. The District may modify the work week to cover Saturday school programs.
  - a. Assigned school staff shall have first priority for modified schedules.

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Deleted: The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year.

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Deleted: 11. . . At the time an employee becomes eligible for group insurance benefits, he/she shall receive a copy of the Employee Group Insurance Program booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Payroll Office no later than thirty (30) calendar days from the employee's first day of eligibility.¶

12. . . In order to provide more certainty in the staffing process, the District shall continue its present practice of allowing employees to continue their participation in the District's health and welfare ...

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- b. In the event that no volunteers are available at the assigned site offered, assignments would be from the published list of volunteers on the basis of job title seniority.
  - c. A work week differential of 10% of regular pay per hour shall be paid for hours outside the normal work week.
6. Any regular work done in excess of eight (8) hours in any work day shall be compensated at time and one-half (1 ½) rate; all time worked beyond forty (40) hours per week or beyond the fifth (5th) day in a work week shall be paid at the rate of time and one-half (1 ½). However, an employee whose assigned position is less than forty (40) hours per week may work 1) events (i.e. dinner, catering or other off-hour events) or 2) doing custodial work within Custodial Services which results in more than eight (8) hours per day and be paid his/her Nutrition Services rate of pay or the designated straight-time Custodial Services rate of pay, as appropriate as long as it does not result in more than forty (40) hours of work for that week.
  7. Any work performed on Saturday, except as described in Section 6 above, shall be paid at the rate of time and one-half (1 1/2).
  8. Any work performed on Sunday or holidays shall be compensated at the double time rate of pay.
  9. No Assistant or Assistant Manager shall work more than the assigned hours per day unless so directed by the school building Food Service Manager with approval of the Nutrition Services Director or designee and no school building Food Service Manager shall work in excess of eight (8) hours per day or forty (40) hours per week without prior approval from the Nutrition Services Director or his/her designee.
  10. The Nutrition Services Department participates in the automated time sheet system. Each employee shall be responsible for accurately reporting actual hours worked each day to the kitchen manager. Employees must document all absences on time sheet.
  11. On days that an assigned school location is closed for any reason, employees shall be offered other locations at their assigned number of hours and rate of pay, as long as positions are available. Employees will be asked in advance as to whether they want to accept work from which a list will be established. Positions will be offered to employees based on seniority (by classification) as long as positions are available. If an employee is offered a position and accepts, that assignment will not be changed. The employee will be paid at his/her current rate of pay for the actual hours worked in that assignment. Should the employee not accept an assignment, he/she may choose to take a paid day of annual leave or may choose leave without pay.
  12. Elementary staff shall receive additional work days to replace the waiver days granted by the State so long as a waiver of days is sought and approved.
    - a. These days will be devoted to cleaning and preparation for the opening and closing of schools, or other duties as assigned by Nutrition services management.

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- 13. Two (2) additional days of work will be added to the secondary work year, one before the start of school and one after the end of school, to be devoted to cleaning and preparation for the opening and closing of schools, or other duties as assigned by Nutrition Services management.
- 14. Staff assigned to the Deli/Catering department will report to work on the Friday following the date established by the district for 220-day staff to report to work for the new school year. The Friday start date is intended for start-up procedures such as cleaning, organizing and food ordering. Services to the JSCEE staff will begin on the following Monday. From this point forward, staff will follow the 220-day work calendar for establishing work days. Deli/Catering staff's last work day for the school year will be the last calendar day in June. Deli/Catering staff will be offered no less than the equivalent of 32 hours of Catering/Deli related work prior to the operation opening for the school year.
- 15. Based on the traditional school year calendar that has the start of school on the Wednesday after Labor Day, Central Kitchen Operations Manager, Coordinators, and Leads will report to work on the Wednesday prior to the opening day established for the school year. The last day of work will be one day after the last day of school with this day dedicated to closing down the central kitchen and cleaning.
- 16. Based on the traditional school year calendar that has the start of school on the Wednesday after Labor Day, Central Kitchen/ Deli/Catering Assistants will report to work on the Thursday prior to the opening day established for the school year. The last day of work will be one day prior to the last day of school.
- 17. Float Managers and Float Lunchroom Assistants will follow the Elementary staff calendar for start and end days. In following the Elementary calendar, staff are not expected to report to work the 3 days prior to Thanksgiving as these are elementary waiver days.

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SECTION D: Duty-Free Lunch

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- 1. A duty-free one-half (1/2) hour lunch period shall be provided for employees who work in excess of four (4) hours per shift. For shifts of six (6) hours or less, employees may waive the lunch period by mutual agreement between the Nutrition Services Director or designee and Union Business Manager. This must be requested in writing. Managers will work with employees, in conjunction with Supervisors, to schedule lunch breaks to ensure coverage and efficiencies in scheduling.
- 2. Employees are free to leave the school premises during the scheduled duty-free one-half (1/2) hour lunch. When employees are interrupted during their lunch period, such time shall be paid at the rate of one and one-half (1 1/2) times the regular rate. Employees shall timely document the nature of the disruption.

SECTION E: Rest Periods

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- 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.

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2. Employees working in excess of six (6) hours per day are also entitled to one (1) additional such period in the second half of the work day.
3. Rest periods should be taken at regularly scheduled times.

SECTION F: Call Back /Extra time

1. Extra Work Compensation and Assignment List

a. Extra Time: When an employee is required to report back for extra part-time work or meetings for the District held on non-workdays, the employee shall receive not less than three (3) hours for each assignment. When an employee volunteers for extra work or meetings for the District held on non-workdays, the employee will be paid for actual hours worked.

b. Volunteer Extra Work List: Annually not later than September staff at every work site shall have the opportunity to sign up for voluntary extra work assignments at their work site and for District catering events. Additionally, employees may sign up for voluntary extra work at any time. Assignments on the volunteer extra work list will be made to staff qualified for the assignment, in seniority order, on a rotating basis, to staff not working regular hours during the assignment and priority will be given to employees who will not go into overtime status by working the extra time.

2. Catering Assignments: Outside catering may be permitted for events on District property not funded by tax or grant money controlled by the District, if District kitchens are not utilized. Catering events funded by tax or grant money controlled by the District, or handled through District kitchens, are staffed by District employees if approved by Nutrition Services. No outside catering events funded by tax or grant money controlled by the District will be permitted at JSCEE while the Deli is open unless Nutrition Services has notified the requestor in writing that it is unable to address the requestors' catering needs. To ensure that future catering disputes can be discussed regularly and resolved expeditiously, a monthly Labor Management Committee shall be scheduled on or before the 15<sup>th</sup> of each month.

PTA or ASB-funded events or potlucks are not subject to these limitations, unless District kitchens are used. Approved District-provided catering assignments shall be made as follows:

a. School Building Events: Work for those catering events held during the school year in schools for that school community shall be offered first to the Nutrition Services staff at that school. If they decline the work or there is additional work, it will be offered through the volunteer extra work list.

b. District Catering Events: Work for those catering events held at non-school sites or sponsored by the District will be assigned first to the Deli/Catering Manager. If the Deli/Catering Manager is not available or there is additional work, the work will be offered to the Deli/Catering staff in seniority order, on a rotational basis. If the Deli/Catering staff are not sufficient for the event, the work will be offered through the volunteer extra work list. If catering assignments create extra work in the Deli, that work will be offered through the volunteer extra work list.

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c. These provisions supersede any previously executed settlement agreements between the parties addressing catering of District events on or off District premises.

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d. In the event that District employees are denied the opportunity to work extra hours as a result of a catering occurrence that violates the foregoing provisions, representatives of the District and the Union will meet to discuss the circumstances and whether any relief is appropriate. The parties acknowledge that an appropriate remedy where violation is found to have occurred, is to determine the hours of work lost by the District employees by determining the hours that would have been worked had the catering been undertaken by District staff and then paying such employees the wages they would have earned had Nutrition Services provided the catering.

3. Call Back: When an employee is called from his/her home to perform emergency work or extra work on a non-scheduled day, he/she will be compensated at the appropriate overtime or double time rate for the individual situation, except that the minimum call back compensation is two (2) hours pay at the employee's hourly rate of pay for regular shift work.

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a. Emergency work performed at times other than the scheduled work week must be at the request of and approved by the Nutrition Services Director or his/her designee.

b. If the Nutrition Services Director or his/her designee is unavailable in an emergency situation, a call-back may be authorized by a School District Security Officer.

#### SECTION G: Holidays

1. Employees who are employed for the school year shall be paid for the twelve (12) holidays that occur during their work year: Labor Day (effective the 2018-19 school year), Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, The day after Christmas, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.

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2. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for the holiday. Employees who are on Sick Leave the day before or after a paid holiday may be required to provide proof of illness.

3. Holidays shall be compensated on assigned hours worked during the pay period in which the holiday falls.

4. Employees who work during the summer vacation period will qualify to be paid for a holiday on the same basis as during the regular school year.

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a. All other employees who work a minimum of twenty (20) days during the summer will receive pay for one (1) holiday.

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#### 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

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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**

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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.

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- 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.

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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

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1. For each year of the Collective Bargaining Agreement, employees on regular status of two and one-half (2-1/2) hours or more by October 1, will receive an allowance for safety equipment and clothing of \$179.94. Each year thereafter the allowance will be increased by the State funded percentage increase for basic education staff that year. Employees are required to adhere to the Dress Code-Standard of Appearance for the Nutrition Services Department.
2. Employees who come to work in unacceptable clothing will be sent home to change.

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SECTION K: Retirement Benefits

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1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System/School Employees' Retirement System.
2. Employees who retire during or at the end of work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick/Emergency Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick/Emergency Leave.
3. On or about January 15, employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick/Emergency Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.21 0.
5. If an employee is employed in a position of four (4) or more hours which meets the requirements for eligibility in the International Union of Operating Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix D.

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6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)

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- a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan(the "Plan") pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by

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B. All employees who will be displaced will be notified by the Nutrition Services Department as early as possible with a minimum of two (2) weeks' notice.

C. Secondary Production Kitchen Manager's Hours

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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.

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D. The following procedures will be utilized to implement staff adjustments:

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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.

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E. Following the implementation of Staff Adjustments, and when mutually agreed upon by the Nutrition Services Director and displaced Nutrition Services employees, displaced Nutrition Services employees will be given the opportunity to return to their previous position, if requested, when/if the previous position is vacant. Eligibility for such consideration shall last for five (5) months after the date the employee was displaced.

F. Recall Provisions: As suitable positions for which a laid off employee is qualified become available, the employee will be notified by the Nutrition Services Department and shall be 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.

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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.

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G. It is recognized that Nutrition Services Area Supervisors shall be eligible to return to 609-B bargaining unit positions comparable to bargaining unit positions held prior to becoming Area Supervisors, based on their seniority within the appropriate job titles. Nutrition Services Area Supervisors shall not accrue bargaining unit seniority for time spent as an Area Supervisor.

#### **ARTICLE XIV: VACANCIES, TRANSFERS, AND PROMOTIONS**

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##### **SECTION A: Vacancies**

1. Nutrition Services Department vacant positions, including Supervisors, shall be posted on the District Web Page, in general public announcements and at all work sites for examination by interested employees or official representatives of the bargaining unit. Vacant positions may be advertised outside the District at the same time they are posted. These listings will be posted two (2) weeks prior to the testing, interviewing, and filling of the position. However, the District shall not be required to post when the vacant position was subject to the application process (in Section B below) within the last six (6) months and qualified applicants are still available, in which case the next ranked interviewee (Section B-7) or grid placeholder (Section B-8) will be offered the position. The selection of supervisors is not subject to the requirements of this Agreement.
2. A list of known open positions for the following school year shall be published by the Department no later than fifteen (15) working days prior to the close of the school year as established in the school calendar. Positions becoming available during the school year shall be published in a Bulletin at least two weeks prior to filling the position.
3. Within the various hours assigned for assistants, each level of assigned hours shall be handled as if they were separate job titles.

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4. When a building or program is temporarily closed or relocated, displaced Nutrition Services employees will, if they make such a request via the Nutrition Services Employee Application for Reassignment, be given the opportunity to return to their previous position, if it is comparable, when the previous position is reopened at the former location. Eligibility for such consideration shall last for twenty-four (24) months after the date the employee was displaced.

5. It is the intent of the District ~~that vacant~~ positions shall be filled as expeditiously as possible; however, a ~~vacant position shall not be filled by a substitute for more than seven (7) working weeks.~~

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6. The District and Local 609 agree that the most qualified person should be selected for District vacancies. The District and Local 609 further agree that the District should make every reasonable effort to select current District employees for District vacancies. Promoting current employees rewards employees for their continued service to the District and builds loyalty to the District. To meet the aforementioned goals, the District will provide employees with training on a regular basis that will prepare employees for promotional opportunities. This training may prepare employees to take written examinations, provide computer skills, provide skills to successfully interview, etc. Employees have the sole responsibility to take advantage of these training opportunities in order to prepare themselves for promotional opportunities. Open positions will be filled with the most qualified candidate from a pool of applicants.

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7. Candidates shall be considered for employment in vacant bargaining unit positions in compliance with ~~the~~ procedure outlined in Section B. ~~5.~~ below.

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8. Vacant positions may be offered to probationary rehire employees, based on seniority, only when no qualified candidate has applied for the position. A probationary rehire employee is one who previously had regular assigned status, resigned or retired from the District, has been rehired, and has not completed the probationary period. Previously acquired seniority shall be reinstated upon completion of the rehired employee's probationary period.

9. An increase in the hours of any one position by one and one half (1.5) hours or less is not considered a vacancy subject to posting or transfers under this Article.

SECTION B: Transfers & Promotions

1. Employees desiring transfers are encouraged to submit such a request in writing on a form specified by the District, to the Nutrition Services Director. All current requests for transfers are given consideration whenever a vacancy occurs.

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2. Lateral transfers will be limited to one per school year unless mutually agreed.

3. Employees on trial period are not eligible for transfer or promotion unless mutually agreed.

4. Promotions to higher salary classification are earned by successfully interviewing and being selected for a more responsible position.

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5. - An 80% passing standard will be established for the food safety portion of the written skills test taken by employees who apply for promotions. A 70% passing standard will be established for the remainder of the skills test.

~~5.~~ Employees shall be considered for promotion to vacant bargaining unit positions ~~above the Assistant and Floating Assistant~~ in descending order of their relative

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positions on a grid (composed of the top five (5) qualified applicants) created for each vacancy, utilizing the following criteria.

- a. Seniority in job title;
- b. Performance appraisals, or three letters of recommendation from previous employers, including one from the current or most recent supervisor for applicants not currently employed by the District;
- c. SNA Certification (points based on level of certification);
- d. Qualifications to perform work; as demonstrated by additional training obtained by the applicant in the last three years (trainings automatically approved for SNA trainings or training offered by Nutrition Services, or other training as approved by the parties) e. Length of employee's continuous service in an assigned position (with adjustment for interrupted service). This criterion may only be used when two (2) or more employees are tied in points.

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6. Employees shall be considered for hire or promotion to vacant bargaining unit positions in the Assistant or Float Assistant classifications in descending order of their relative positions on a grid (composed of the top five (5) qualified applicants) created for each vacancy, utilizing the following criteria:

- a. Seniority as a regular employee creates a preference over substitutes and outside applicants and experience (hours worked) as a substitute outweighs experience of outside applicants;
- b. Evaluations as a regular or substitute employee;
- c. Qualifications to perform work; as demonstrated by additional training obtained by the applicant in the last three years (training is automatically approved for SNA trainings or trainings offered by Nutrition Services, other training may be approved by the Parties);
- d. SNA certification;
- e. Length of employee's continuous service in an assigned position (with adjustments for interrupted service). This criterion may only be used when two (2) or more applicants are tied in points.

7. The top three (3) candidates (a maximum of five [5] with laterals) from the above grid will be rank ordered based on a scored oral interview conducted by the Director, or Nutrition Services Department designee(s). The top candidate will be selected for the position. In cases where there is only one (1) candidate for one (1) vacant position, no interview is necessary and the one (1) candidate will be granted the position. No interview is required for filling assistant and float assistant positions and the top candidate by the criteria established in § B (6) above will be selected for the position.

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An internal candidate who scores at least 150 points (75% of the maximum oral interview score of 113) will have seniority in being offered a position when the highest scoring position is an external candidate.

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8. Trial Period After Promotion: An employee who is promoted will complete a seventy (70) day working day trial period. Prior to the expiration of this trial period, either the employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position. Before the employer declares the trial period unsatisfactory, the employee shall be provided a written explanation of the reason(s) for that declaration. Disputes concerning a departure by the District from this procedural requirement shall be the only subject grievable under these provisions. During the trial period, the employee and the supervisor will discuss training needs.

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9. Employees who are on a Work Improvement Plan or have failed a probationary period may not re-apply for the same position in a period of time of less than one year and must demonstrate efforts to improve skill and competency through participation in professional training.

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10. When all parties agree, including affected employees, transfer and/or trading of assignments may occur. This may be due to an employee harassment claim, employee conflict, or as part of an employee accommodation.

#### SECTION C: Pre-pack Managers to Bulk Programs

Lunchroom Managers in programs where the breakfast and lunch service changes from pre-pack to bulk can apply for that position under the following guidelines:

1. Notify Nutrition Services in writing of their desire to stay at their current location.
2. Schedule and take the written test which must be completed before posting of the position.
3. With passing score on written test, and upon a successful orientation interview, employee will be assigned to position.
4. Employee will be on probation for the number of days as established in 609 Contract; upon successful completion of the probation will continue in the assigned status. Should the employee not complete probation successfully, established 609 Contract language will be followed. Staff adjustment procedures will occur.
5. If written test and interview are not successfully completed by the incumbent pre-pack manager, the position will be advertised and filled using normal hiring procedures.

#### SECTION D: Seniority Listing

The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format which shall be:

1. Listed by title;
2. Updated as of April 1 and September 15 of each year; and,
3. Shall include:
  - a. Starting-date in current job title;
  - b. Starting date in District service;

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- c. Assigned hours;
- d. Employee last name; and,
- e. Assigned location.

4. Starting dates will be adjusted for interrupted service.

**ARTICLE XV: LEAVES**

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**SECTION A: Eligibility for Leaves**

- 1. Leave days earned/granted shall be in proportion to the employee's assigned work hours.
- 2. The District does not grant short term (ten [10] work days or less) voluntary days off without pay except in unusual circumstances. Requests for long term (more than ten [10] work days) leaves of absence in accordance with Sections H, I and J of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins, except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.
- 3. Long Term Leave Without Pay (not for health reasons) covered under Section J of this article will not be granted for employees whose performance has been evaluated unsatisfactory and/or placed on probation or employees currently subject to disciplinary action

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**SECTION B: Annual /Emergency Leave**

- 1. All assigned employees will earn Annual/Emergency Leave with pay at the rate of twelve (12) days per year prorated upon hours worked. It is expected that employees utilize earned Annual Leave during school breaks: Winter, Mid-Winter and Spring Breaks. Two (2) days may be reserved for use as personal/emergency leave. If not utilized, the employee will be paid for such annual/emergency leave at the end of the school year, unless a written request to retain the leave is submitted to Payroll by July 10<sup>th</sup> of the year in which the leave was accrued.
- 2. Employees who request Annual Leave for times other than which is described in Section B-1 above, may be granted leave at the discretion of the Director of Nutrition Services or his/her designee. Decisions concerning Annual Leave are not subject to the grievance process.
  - a. Beginning June 1, employees may request Annual Leave for the upcoming school year. Priority consideration will be given to employees who did not use school year Annual Leave the previous year.
  - b. No Annual Leave shall be granted during the first and/or last month of the school year. In locations that operate year-round, no annual leave shall be granted in August. Emergency requests will be considered by the Director of Nutrition Services.
  - c. Approval of Annual Leave requests will depend upon:
    - 1. the number of employees already granted Annual Leave requests;

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- 2. the availability of a trained substitute; and,
- 3. compliance with the specific provision contained in item 2 below.
- d. Only one (1) employee at a time will be granted Annual Leave from a particular worksite (not including any employee using Annual Leave as part of a long-term Health Leave per Section I below).
- e. No annual leave can be taken before earned.
- f. A maximum of ten (10) employees may utilize earned Annual Leave during the regular scheduled school year in lieu of pay at the end of the school year (not including any employee using Annual Leave as part of a long-term Health Leave per Section I below) provided that:
  - 1. No employee shall utilize Annual Leave for more than more than five (5) consecutive working days per year;
  - 2. Additional requests to use Annual Leave during the regular scheduled work year may be granted in extraordinary circumstances full year employees will receive priority consideration;
  - 3. Employees who take Annual Leave without approval will not receive pay for those days and will be subject to progressive discipline.
- g. In order to comply with State law, the District will pay eligible employees for up to 240 hours of earned Annual Leave at the time of retirement. Annual Leave accumulated in excess of 240 hours may be taken as Annual Leave before retirement.
- 3. A maximum of two (2) days earned Annual/Emergency Leave per year, may be used on a personal/emergency basis under the following conditions:
  - a. The problem must have been suddenly precipitated and must be of such a nature that pre-planning is not possible or that pre-planning could not relieve the necessity of the employee's absence.
  - b. The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
  - c. The employee must notify the appropriate supervisor prior to initiating the leave and provide a written request stating the reason for the leave. Approval will be granted only for those situations which conform to the requirements of 3-a and 3-b above.

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SECTION C: Sick Leave

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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.

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1. Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service accrued at the rate of 0.0526 hours for each hour on regular pay status to a maximum of forty (40) hours per week.
2. Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee or any other purpose in accordance with federal and/or state law, and subject to the conditions set forth in XV-B-3-a and b.
4. Accumulated Sick Leave, under this provision, shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.
5. An employee who anticipates the necessity for taking a short-term health leave shall notify his/her immediate supervisor at least three (3) working days before taking the leave. In cases of personal illness, when it is not possible to give three (3) days' notice the employee shall notify his/her immediate supervisor as soon as possible.
6. After the fifth (5th) consecutive day of absence on Sick Leave a physician's certification of illness may be required, unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Article XV, Section I, below. If repeated patterns of absences are identified, a physician's certification of illness may be required.
7. If employees become ill or are injured while on Annual Leave, they may, upon presentation of a doctor's certificate verifying such illness or injury, draw upon accumulated Sick Leave to cover the period and have their Annual Leave restored by an equal amount of time.
8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees will contact the Nutrition Services Office to verify their status no less than weekly unless their leave is converted to long term health leave, at which time employees will comply with the provisions of Section I of this article.
10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

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#### SECTION D: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days

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annual leave per year for that purpose provided that prior to utilizing Annual Leave for the purposes of religious observance, the employee, in writing to his/her area supervisor identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.

2. When Annual Leave is utilized for the purpose of religious observance, in accordance with the provision of item 1, above, the affected employee may request to use a maximum of two (2) additional Annual Leave days per year from his/her area supervisor or designee. The two (2) additional days will be deducted from the employee's Annual Leave balance.

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#### 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.

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#### SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave will be granted, with pay, for each occurrence of death in the employee's immediate family; provided that the employee provides the appropriate documentation.
2. In cases where emergency factors, long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave, without pay. Such requests must be pre-approved by the employee's supervisor or director.
3. For the purposes of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, uncle, aunt, or anyone who is living with, or considered a part of, the family. If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the employee's manager or director the reason(s) why this person is considered part of his/her family in advance of taking the leave.
4. Except as stated in F-2 (above), Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

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#### 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.

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- 2. When an employee is subpoenaed on the District's behalf as a witness in a court proceeding during non-working hours, the employees shall be compensated at the appropriate hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.
- 3. For appearances unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
- 4. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.

SECTION H: Child Care Leave

- 1. In addition to the child care provisions contained in Section XV-C (i.e., Sick/Emergency Leave), Child Care Leave, without pay, may be granted for a period of one (1) year immediately following the period of physical disability (childbearing leave) or adoption and shall be inclusive of rights under the FMLA and/or Washington State law.
- 2. An employee requesting to return from Child Care Leave must submit a written request to return to Human Resources at least sixty (60) days prior to the termination of the Child Care Leave. An employee requesting to return to duty may be assigned to an appropriate, available position.
- 3. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Increment credit shall not be granted for the period of time during Child Care Leave.
- 4. Male and female employees are eligible to receive Child Care Leave without pay.
- 5. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
- 6. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.

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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.

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- 1. An employee who is or expects to be unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such leave, if approved, may be granted for up to a maximum of one

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(1) year, pending medical certification. The District will notify the employee and Union in writing (or electronically) when Long Term Health Leave is approved or denied.

2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.
3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.
4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave, plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.
5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of Nutrition Services and Human Resources. Partial leaves for health reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

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#### 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:

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1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) full and consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1, or the next available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human

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Resources. Human Resources will not approve more than one year of this type of leave without pay, regardless of whether the leave is less than the employee's regularly assigned FTE.

- 4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 1, or the next available business day, if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
- 5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
- 6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
- 7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s).
- 8. Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.
- 9. 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.
- 10. Long term leave without pay will not be granted to any employee whose performance has been evaluated as unsatisfactory, placed on a plan of improvement, placed on probation, or who is currently subject to disciplinary action.
- 10. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make written request for an extension.

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SECTION K: Injury While on Duty

- 1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
- 2. Absences due to an injury incurred on or around School District premises in the course of the employee's employment, or as direct result of the employee performing his/her duty, shall be compensated without loss of Sick Leave.
- 3. Medical Aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington, provided:
  - a. The employee shall promptly submit a Workers' Compensation Claim with the assistance of the appropriate District office; and,
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred (120) working days per new claim,

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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,

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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.

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4. Any dispute(s) pertaining to the provisions of 3, above, are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as the grievance procedure in Article XVII.

5. Eligible employees have the option to pay their share of normal PERS contributions to the District, as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.

6. ON THE JOB INJURY PREVENTION COMMITTEE: A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:

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a. Monthly Sharing of Information to 609 relating to the status of employee's that have open injury claims.

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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.

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- 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.

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7. Employees are entitled to bid or apply and be considered for promotions awarded during periods of time loss or "light duty. Employees awarded promotions while on time loss shall be compensated at the rate for their new position effective the date of the promotion. OJI compensation will be based on the rate for the employee's original position.

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8. Employees may be relieved for necessary medical or therapy appointments during light or full duty when the appointment cannot be reasonably accommodated outside of work hours. Such hours are compensated without reductions to employee sick leave.

SECTION L: Military Leave and Service Credit:

Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act and/or applicable Washington State law.

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SECTION M: Leave Sharing:



The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.

**ARTICLE XVI: DISCIPLINE & INVESTIGATION PROCEDURES**

**SECTION A: Discipline**

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employee shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.
- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the guidelines specified in the application of Administrative Leave Guidelines contained in the memorandum of understanding between the District to the Union shall be adhered to (pg 67).
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment.

**SECTION B: Investigation Procedures**

- A. Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.
- B. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. To be empowered, supervisors require adequate training on appropriate investigation procedures and due process.

**ARTICLE XVII: GRIEVANCE PROCEDURE**

**SECTION A: Definition**

The term "grievance" as used in this Agreement shall mean a claim filed by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

**SECTION B: Provisions**

1. The adjustment of grievances shall be accomplished as rapidly as possible.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.

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- ~~3. At step failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.~~
- ~~4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.~~
- ~~5. The Union shall be responsible for moving grievances beyond the informal step.~~
- ~~6. All grievance conferences at Steps 1, and 2, will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.~~
- ~~7. If a grievance has not been adjusted to the Union's satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.~~
- ~~8. Grievances at each step 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.~~
- ~~9. If a grievance has not been adjusted to the Union's satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.~~
- ~~10. The Union may include at any step in this process any witness who is willing to participate.~~
- ~~11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.~~
- ~~12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.~~
- ~~13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.~~

**SECTION C: Procedure**

- ~~1. INFORMAL STEP: A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.~~
- ~~2. STEP 1: If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1, by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.~~

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Deleted: 11. - Except as provided for under Section C.5 below, grievances which go to arbitration will meet the time requirements as noted above.

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3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. STEP 2: If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1 or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations, Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.
5. STEP 3: If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration, within fifteen (15) working days of the decision issued at Step 3 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through (PERC.)
- a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.
  - b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.
  - c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the Union.
  - d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests.
  - e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

#### ARTICLE XVIII: JOB DESCRIPTION

In the event the District plans to materially (substantially) change a job description, or creates a new job description which includes work duties traditionally performed by bargaining unit members, it shall contact the Union. The District shall supply the Union with a copy of the proposed changes or new job description. Prior to adopting any changes, it shall allow the Union fifteen (15) work days to respond. The Union may respond either orally or in writing. If material

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- Deleted: a. A meeting will be arranged by the Union representative and the Department of Labor Relations (or their designee(s)) to attempt to resolve the matter.¶
- b. The meeting will include a neutral third party and the affected parties. The parties may mutually agree to other participants such as union and management representatives or subject matter experts.¶
- c. The parties will meet at mutually agreeable times to attempt to resolve the matter.¶
- d. If the matter is resolved, the grievance will be withdrawn.¶
- e. If the matter is not resolved, the grievance will continue through the grievance process.¶
- f. The moving party can initiate the next step of the grievance process at the appropriate times, irrespective of this process.¶
- g. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.¶
- h. This section does not supersede or preclude any use of grievance mediation later in the grievance process.¶
4. STEP

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Deleted: If the grievance has not been adjusted to the grievant's satisfaction after the formal conference at Step 2, the grievant may request a grievance conference at Step 3 by presenting a Grievance Review Request form to the appropriate Department Manager, Director or his/her designee.

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Commented [LW15]: It looks like this is Step 3, not 4?

Deleted: 5. STEP 4: If the grievance has not been adjusted to the grievant's satisfaction after the formal conference at Step 3, the grievance may within fifteen (15) days, by mutual agreement be referred to a mediator. The Union or the District shall forward a request to the Executive Director of the Pub[...]

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(substantive) changes are made to a job description, or a new job description created which includes work duties traditionally performed by bargaining unit members, the Union may request to bargain with the District over salary for that particular job. The salary and job classification placement will be negotiated using the following job factors: skill, responsibility, working conditions, and effort to perform the job as required by the new job description.

## ARTICLE XIX: TIME PRODUCTION STANDARDS

### SECTION A. Process for Addressing Participation

1. The Nutrition Services program of the District is an integral component of the District's efforts to assure that students can learn effectively. Participation in the program means that students have been provided with the nutritious food necessary for them to take full advantage of the District's instructional program. Maintaining and increasing those rates are a priority for the District and Union.
2. Efficient operation of the Nutrition Services program is also a priority.
3. Individual sites will become a focus for improved participation and productivity when the following indicators demonstrate that such focus is needed, the number of sites that are under consideration may need to be prioritized according to need and the availability of resources including time:
  - a. Participation rates have declined, are not as high as expected or could be increased.
  - b. Customer service indicators are not at standard, including feedback from students, parents and school staff.
  - c. Proposed changes in the instructional program of the site are likely to negatively impact participation rates. The impacts on employees of proposed changes in District operations are subject to bargaining.
  - d. Either party identifies barriers to effective program delivery at the site.
  - e. Activities at the school site may negatively impact the performance of the program.
4. When a site becomes a focus of concern, the District, including site administrators, if available, and the Union will jointly review the meal program, participation rates within twenty-five (25) work days to explore various program enhancements designed to increase participation rates. Enhancements may include, but are not limited to:
  - Eliminating barriers to the success of the Nutrition Services Program, which may include eliminating competing food options that are inconsistent with program rules, eliminating violations of District policy and addressing student wait times
  - Grab-and-go programs
  - Kiosks
  - On-site cooking
  - Additional serving lines
  - Menu adjustments

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B. . When time production standards for production of meals are to be changed, studied, or new ones established, the Union will be notified in writing.¶

C. . Union representatives will be given a good faith opportunity to meet and give input to the process used to modify, change, or establish standards. The Union will then meet with the District to make recommendations. Prior to the establishment of new District Time Production Standards, the District will provide a copy of the plan to the Union. Times for work to be done will be directly in proportion to meals served.¶

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Deleted: D. . The assigned hours in the Central Kitchen will not be reduced during the life of this contract. Requests to increase Central Kitchen hours will be referred to the Nutrition Services. If not approved, Local 609 will be notified of the request and reason for denial, together with relevant data. The final decision will be made by the District level administrator over the Director of Nutrition Services.¶

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- Encouraging participation in the free and reduced-price meal program
- Adjustments to hours of work assigned to the site
- Transition from pre-pack to bulk service at elementary schools.
- Supper programs as negotiated by the District and Union

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5. The District and Union will also set goals for participation rates. They shall meet every two months to monitor the progress of the site toward the goals that have been established and modify the approaches to improvement as determined are necessary.

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6. Another enhancement the District and Union may consider is further expansion of the Breakfast after the Bell (BAB)/Grab-and-Go Breakfast pilot program. The terms of the pilot program remain in effect, including:

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a. Adding sites for BAB/Grab-and-Go Breakfast programs requires the agreement of the District and Union.

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b. All roles of staff and provisions of collective bargaining agreements remain in full force and effect.

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c. Custodial and Nutrition Services staff remain under central supervision, and if staff direction is necessary, lines of authority will be followed.

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d. Increased duties for Union employees are to be discussed and bargained by the District and Union before being implemented.

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e. The Union acknowledges that volunteers from United Way of King County and AmeriCorps will be supporting recycling programs, clean classrooms, teaching staff, nutrition services staff, and student education. The impact of these volunteer activities on employees are subject to resolution through bargaining.

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SECTION B. Meals Per Labor Hour (MPLH)

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1. The following are the details for establishing MPLH and a delineation of MPLH goals:

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a. Meals per Labor Hour (MPLH) = Total lunch meals served divided by total number of assigned labor hours at a school. All site revenue is converted into "equivalent meals"- (all based on the "revenue of one (1) lunch)

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Lunch 1=1 lunch

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Head Start Lunches 1=1 lunch

Breakfasts 2=1 lunch

Snacks 4=1 lunch

A la Carte Monies collected for a la carte items and vending are divided by the sum of the current USDA reimbursement rate for free lunch plus the value of commodities, plus the state subsidy.

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A school that served 150 breakfasts, 350 lunches, 20 Head Start lunches, 80 Snacks and \$30.50 a la cart would have served 475 equivalent meals that day:

$(150/2) = 75 + 350 + 20 + (80/4) = 20 + (\$30.50/\$3.01) = 10.13 = 475.13$  equivalent meals.

- b. The resulting number is compared to a departmental goal and is used as a tool to evaluate productivity.

Department goals for MPLH:

<u>Secondary</u>	<u>25 MPLH</u>
<u>Elementary (Bulk)</u>	<u>30 MPLH</u>
<u>Elementary (Pre-Pack)</u>	<u>42 MPLH</u>

MPLH below the goal may mean there are too many hours assigned to a school (staffing may be above what is needed to efficiently serve meals), MPLH above the standard may mean too few hours are assigned to a school (staffing may be below what is needed to efficiently serve meals).

- 2. MPLH data is collected monthly to monitor individual sites. The District will formally evaluate MPLH two (2) times per year, but will also maintain departmental efficiencies. Increases in MPLH between formal adjustments will be monitored and staff will receive extra time as needed to effectively operate the kitchens and dramatic decreases in MPLH between formal adjustments may result in staffing adjustments (per this section and Article XIII) In addition, a school's MPLH is reviewed when a position is vacated and adjustments may be made toward standards before posting/filling open positions.

Calculation 1 = October 1 – November 30th (effective first day of February).

Calculation 2 = March 1 – April 30th (effective the start of the next school year).

- 3. Individual school participation/revenue data is summarized by the NS Central Office to substantiate a monthly Claim for Reimbursement to OSPI. After all contributing data is received (Head Start counts, contracted site counts, vending site revenue) and the OSPI Claim is submitted, columns are added/updated in the report to reflect MPLH per school, and the data is shared with the Union.

SECTION C: Mid-Year Staff Level Review

- 1. Where adjustments in allocated hours are being considered, the NS Director or NS Personnel Supervisor review the individual school calendar and perform appropriate adjustments by averaging the raw total equivalent meal data for the review period and eliminating from the calculation any days where a 12.5% or greater loss in participation exists.
- 2. Once all the data is gathered and the form updated, the NS Director or NS Personnel Supervisor reviews the report and sends a copy to IUOE Local 609 and sends a summarized copy to Lunchroom Managers (who review the MPLH data for their school).

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3. The NS Director or Personnel Supervisor works with NS Supervisors to evaluate the MPLH for each school.

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4. During formal review months (Dec for February and June for September) – at schools where MPLH needs adjustment, the NS Supervisors work with the Lunchroom Managers to determine what hours may be appropriate for the site (based on the goal and any additional mitigating factors) and how the hours could/should be allocated.

5. The NS Supervisors then work with the NS Director and/or NS Personnel Supervisor to formally make any requisite change.

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**ARTICLE XX: LABOR/MANAGEMENT COMMITTEE**

A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:

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1. Issues or problems of District policy which affect the bargaining unit.

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2. Issues or problems related to contract administration, other than formal grievances which are being processed.

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3. Other matters of mutual concern.

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4. Either party may place an issue on the agenda.

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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.

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C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

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**ARTICLE XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION**

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**SECTION A: Performance Evaluation**

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1. Newly hired employees and/or employees who have been rehired shall complete at least a seventy (70) working day probationary period. During the probationary period, each employee's job performance shall be evaluated a minimum of two (2) times.

a. If the evaluations are satisfactory, the employee will be placed on regular status.

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b. An employee may be terminated at any time during the probationary period without recourse.

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2. Assigned employees shall be evaluated annually.

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3. Employees shall be provided a copy of their annual job performance appraisal.

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4. The Job Performance Evaluation form for Nutrition Services employees shall become a part of the employee's personnel file. Performance evaluations shall be

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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**

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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.

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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:

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1. Actions which necessitated probation;

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2. Areas for improvement and the disciplinary action which will result if improvement is not made;

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3. Term of probation; and,

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4. A program for monitoring accomplishment during that period.

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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.

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c. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

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**ARTICLE XXII: EMPLOYMENT RECORD**

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A. Materials placed in the employee's personnel employee file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the employee's knowledge. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.

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B. Materials as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.

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C. Documents referred to in A and B above will become a part of the employee's personnel records for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. Sustained or uncontested discipline for egregious conduct (sexual misconduct, sexual harassment,

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violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.

D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreements by the employee with the appropriateness of the content of the materials in his/her personnel file may be a matter to be pursued by the grievance procedure.

E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.

F. The District will release employment record data as required under a court order or under the Public Records Act. Prior to the release of employment records the employee will be notified and be given an opportunity to review the records to be released. Private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

#### ARTICLE XXIII: LIABILITY COVERAGE AND HOLD HARMLESS

The District shall hold harmless and shall one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance of duties provided such employee was acting within the scope of employment and provided that the District shall not be obligated to hold harmless or defend employees in connection with acts of omissions outside those performed as an agent of the District or in connection with an employee's gross negligence, intentional, or wanton misconduct, knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to an attorney of the District's General Counsel's Office of any such suit, claim, or action brought against said employee.

#### ARTICLE XXIV: INCLEMENT WEATHER

A. Employees reporting to work before the official school closure announcement is made will be guaranteed two (2) hours of pay at their hourly pay rate. Employees will also be paid for any additional hours worked, if approved by the appropriate Supervisor.

B. Employees who use public transportation to travel to work may qualify for two (2) hours "show up pay" if the following conditions are met:

1. The employee must notify Nutrition Services in writing at least ten (10) working days prior to the inclement weather that the employee routinely use public transportation to travel to work, and

2. The public notice of school closure was provided less than 1.5 hours prior to the start of the employee's individual shift, and

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3. The employee actually reports to the school site within 30 minutes of the start of the employee's individual shift.

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### ARTICLE XXV: IN-SERVICE TRAINING

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#### SECTION A: In-Service Training

Commented [MM21]: Need language regarding how training kitchen managers are selected.

1. Employees shall be paid their current hourly rate for (16) hours of required training. Kitchen managers shall have an additional eight (8) hours of required trainings. Trainings will be related to USDA standards and District requirements. Staff will not be compensated for attending the eight (8) hour certification courses such as Basic Nutrition, and ServSafe or Serving it Safe, which will be offered twice per year.

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2. Training will be offered on days prior to the beginning of the school year, on District-designated in-service training days, to provide for sixteen (16) hours of required training for all staff and an additional eight (8) hours of required training for kitchen managers.

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When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly assigned duties.

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3. In addition to the required training described in paragraphs 1 and 2 above employees can be paid for additional hours of voluntary training at their current hourly wage rate up to a maximum of 26 hours of training time inclusive of the required training.

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#### SECTION B: Cross Training

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The District will facilitate proper training or cross training within work sites to prepare employees to step up into temporary upgrade and other positions.

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#### SECTION C: Kitchen Manager Trainers

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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.

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### ARTICLE XXVI: TERM AND RENEGOTIATION OF AGREEMENT

A. This agreement is effective when signed by both parties and runs through August 31, 2020.

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B. On or before May 1 of the final contract year, the parties shall meet to identify and discuss issues each intends to present in bargaining. On or before June 1 of the final contract year, the parties shall exchange all written proposals for negotiations of a successor Agreement. Negotiations will be conducted at times mutually agreeable to the negotiators named by each party.

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### ARTICLE XXVII: DISTRIBUTION OF AGREEMENT

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- A. As soon as possible, a master copy of the Agreement entitled "Collective Bargaining Agreement between Seattle School District and International Union of Operating Engineers Local 609B" shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.

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**ARTICLE XXVIII: SUPPLEMENTAL EMPLOYMENT STANDARDS**

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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.

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**ARTICLE XXIX: SUMMER EMPLOYMENT**

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**SECTION A: Provisions**

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- 1. Employees who are interested in working in hourly positions as custodians, and/or gardeners during the summer months should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1<sup>st</sup> (March 1<sup>st</sup>) 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.

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- a. During Spring Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodial positions will be first offered to qualified Local 609 represented school year employees.
- b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodial positions will be first offered to qualified Local 609 represented school year employees.

- 2. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:

- a. Staff must meet minimum qualifications for the position
- b. Previous experience in the desired position, and
- c. District seniority (tie breaker)

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- 3. Staff who work in supplemental positions will be subject to review the evaluation process.

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**SECTION B: Supplemental Gardening Program:**

- 1. Employees who are interested in part-time hourly positions as Gardeners and Custodial during the school year should contact the Facilities Operations Director to have their names included on the ongoing program list. An updated copy of this list will be forwarded to the Union upon request.

2. Principals and Program managers should contact the Facilities Operations Director to request short term work assistance and arrange for payment to be included in the employees regular payroll warrant. Priority will be given to qualified Local 609 represented employees. Supplemental work assignment should not cause the employee's workday to exceed eight (8) hours.
3. This program is not intended to reduce traditional overtime opportunities for regular District gardeners and custodial staff or to conflict with normal staffing assignments.

**SECTION C: Summer Food Program**

Employees will be notified of potential available openings and be given the opportunity to sign up for positions. The District will provide the Union with a list of interested employees and relative seniority rankings.

1. Staffing for the Central Kitchen Summer Food Program will be based on the ratio of one Manager or Assistant Manager to ten (10) employees assigned to kitchen Assistant level positions.
2. Managers and Assistant Managers will be paid at their current salary.
3. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position;
  - b. Previous experience in the desired position is defined as cumulative number of compensated hours in previous summers;
  - c. District seniority (tie-breaker);
4. The District retains the right to select and hire staff for the Summer Deli/Catering Program;
5. The Nutrition Services Department determines how many positions will be staffed.

**ARTICLE XXX: SUBSTITUTES**

SECTION A: Representation:

Substitutes who complete thirty (30) days of employment in one work year (September 1 to August 31) for a total of at least seventy-five (75) hours become members of the Union and maintain membership as a condition of continued employment unless a Chapter 41.56 RCW exception applies. They shall continue to be represented for the balance of the work year and the following year as long as they remain available for work. The District will provide a monthly report of hours worked by represented and non-represented substitutes.

SECTION B: Wages:

Wages are as included in Schedule A.

SECTION C: Leave Benefits:

A represented substitute shall be credited with sick leave in accordance with Article XV§ C.

SECTION D: Discipline or Termination:

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IUOE LOCAL 609  
 GRIEVANCE REVIEW REQUEST

APPENDIX B

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 checked="" 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 checked="" 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	

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 NUTRITION SERVICES SALARY FACTORS¶  
 2013-2017¶  
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 Participation shall be weighted on the following basis:¶  
 ¶  
 Lunches . . . . . = 1.0¶  
 Breakfasts . . . . . = 0.5¶  
 Headstart Lunches . . . . . = 1.0¶  
 A La Carte . = Monies collected for a la carte items are divided by the sum of the current USDA reimbursement rate for free lunch plus the value of commodities plus the state subsidy. ¶  
 Snacks . 0.25 (4 snacks = 1 lunch)¶  
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**APPENDIX C**

**CENTRAL PENSION FUND  
OF THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
AND  
PARTICIPATING EMPLOYERS**

**2017-2020**

During the continuance of this agreement, the District shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the bargaining unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said pension fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum and the effective date for payment of any said sum is defined and set forth on the following basis:

Effective September 1, 2013, pay an hourly sum of sixty cents (\$0.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

The District and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for each fund, as of September 7, 1960, establishing the Central Pension fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

The Employer and Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating each said fund. The Employer and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be it's representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

This Appendix may be modified during the term of this Agreement if there is written agreement to do so signed by both parties. The Union's membership may alter the amount to be deducted no more than once per year with District consent. Any mutually agreed upon

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**APPENDIX C**

**AGREEMENT REGARDING DISTRICT GROUP INSURANCE CONTRIBUTION FOR CLASSIFIED EMPLOYEES OF THE DISTRICT 2013-2017**

¶ The District will budget an amount per month per eligible classified employee of the District (hereinafter "employee")\* for District contributions toward payment of premiums of District-approved group insurance programs from 9/01/ 2013 through 8/31/ 2014, 09/01/ 2014 through 8/31/ 2015, 09/01/ 2015 through 08/31/ 2016, and 09/01/ 2016 through 8/31/ 2017 (hereinafter 2013-2104, 2014-2015, 2015-2016, and 2016-2017 respectively). The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, to the employees whose coverage exceeds the budgeted amount. The District and Local 609 agree as follows:¶

¶ 2013-2014:¶

¶ For 2013-2014, the District shall budget per month, per employee, based on the State monthly allocation figure for insurance benefits. ¶

¶ b. For the period of each month, 9/2013 through 12/2013 the District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee. ¶

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2017-2020 Collective Bargaining Agreement

SSD/IUOE Local 609B-Nutrition Services

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.

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**2013-2017 MEMORANDA OF UNDERSTANDING**  
**between**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**and**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609-B**  
**(Nutrition Services)**

**Includes :**

**Video Surveillance**

**Non-Retaliation**

**Immigration**

**Discrimination, Retaliation and HIB Complaint Investigation Process**

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**Harassment and Discrimination Investigation Procedures**

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**Evaluations**

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**New Positions**

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**New Training Facilities**

**Administrative Leave Procedure**

**Adjusting Hours in the Kitchen**

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING VIDEO SURVEILLANCE  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609**

2017-2020

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This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective when signed by both parties and expires at the same time (8/31/ 2017) as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS, LOCAL 609**  
**NON-RETALIATION**

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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:

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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.

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For purposed of this MOU, the purpose of any meeting is to discuss alleged retaliation that is based on collective bargaining statutory rights and district/Local 609 collective bargaining agreements.

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 609**  
**CONCERNING CHANGE OF IMMIGRATION STATUS**

2017-2020

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective concurrent with Collective Bargaining Agreement.

**Statement of Intent**

The intent of this MOU is to offer support to employees who are legal workers but who must comply with immigration processes and/or attend to immigration challenges. It is understood that falsification of an application, I-9 form, or other hiring document may be grounds for discipline including termination and that termination for falsification of any such documents will eliminate any right to reemployment under this MOU or the collective bargaining agreement.

**Notification to Union**

If the District is advised that an employee who has completed his or her probationary period faces a challenge to his or her right to work in the United States, or that the INS is performing an immigration audit or initiating an investigation, or when the District receives a "no match" letter from the Social Security Administration, the District will advise the employee that he or she may have union representation and upon the employee's request notify and meet with the Union to discuss the issue. Whenever possible, this meeting shall take place before any action by the District is taken.

**Time off**

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to INS proceedings and any related matters related to the employee only. The District may request verification of such leave.

**Reemployment Within 12 Months**

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer reemployment to an available open position similar to that vacated, without loss of prior

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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.

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#### Reemployment within 24 months

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In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer employment to an available open position similar to that vacated, as a new hire, without seniority, and subject to a new probationary period, upon the employee providing proper work authorization within an additional 12 months from the date of termination.

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**MEMORANDUM OF AGREEMENT BETWEEN  
IUOE LOCAL 609 AND SEATTLE SCHOOL DISTRICT No. 1  
AGREEMENT REGARDING DISCRIMINATION, RETALIATION, AND HIB  
COMPLANT INVESTIGATION PROCESSES**

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**I. RECEIPT AND LOGGING OF COMPLAINT**

Formal Complaints of Discrimination, Retaliation, and Harassment, Intimidation, and/or Bullying filed with the Human Resources Department will be received and logged in the Labor and Employee Relations Division (LER). The log will record the date the complaint was received and how it was received, e.g. mail, email, telephone, in-person, fax, etc.

**II. INTAKE MEETING**

A representative from LER will attempt to contact the complainant/employee by telephone and/or email within seven days of receipt of the complaint to offer any needed assistance in completing the complaint form if not yet complete and/or to obtain any necessary information.

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**III. ACKNOWLEDGEMENT OF COMPLAINT**

Within seven (7) days of receipt of the complaint, LER will email the complainant/employee and the designated representative of Local 609 acknowledging receipt of the complaint. This notification also will include:

- a. a general description of the allegations of the complaint;
- b. the name and contact information of the person assigned to investigate the complaint;
- c. the timelines associated with the anticipated completion of the investigation;
- d. the applicable District policies associated with the complaint and investigation;
- e. the process and timelines for any appeals of the decision regarding the complaint; and
- f. copies of the referenced District policies.

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**IV. INTERVIEW SCHEDULING OF COMPLAINANT AND LOCAL 609 MEMBERS**

As soon as possible, ordinarily within seven (7) days of the acknowledgment of the complaint, an LER staff member will begin efforts to arrange an interview of the complainant. If the complainant desires union representation, the LER staff member will include the appropriate Local 609 representative in the scheduling of the interview. This interview will be scheduled at a date

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and time mutually agreed upon by all parties necessary to the interview. Similarly, if a witness in the investigation of the complaint is a Local 609 member and desires union representation in any interview, the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

**V. UPDATES TO LOCAL 609**

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Once the interview of the complainant is completed, an LER staff member on a bi- weekly basis (every other week) will update the appropriate Local 609 representative on the status of the investigation. These updates may be provided by email.

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**VI. FINDINGS/OUTCOME LETTERS**

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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.

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**VII. CLOSE OUT MEETING**

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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

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**VIII. THE TERMS OF THIS AGREEMENT PREVAIL**

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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.

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This Agreement made and entered into this 19<sup>th</sup> day of April 2017.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609  
CONCERNING HARASSMENT AND DISCRIMINATION INVESTIGATIONS**

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This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

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Seattle Public Schools (SPS) is committed to following its adopted procedures for investigating harassment and discrimination claims, as incorporated by reference into the SPS and International Union of Operating Engineers, Local 609 (Local 609) collective bargaining agreements. Accordingly, the parties have agreed to the following protocols for the processing and resolution of harassment and discrimination complaints:

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1. All complaints received from SPS employees will be handled confidentially and only those SPS employees who have a “need to know” will be involved in the investigative process.
2. Correspondence to complainants will be handled confidentially and SPS will not use electronic mail or interoffice correspondence to communicate with complainants unless complainants state that they want to correspond via email.
3. SPS will use qualified investigators to conduct investigations of harassment and discrimination complaints. Investigators may be outside contractors or current SPS employees who are qualified to perform investigations.
4. SPS will not require a complainant to submit a complaint on a particular form, although complainants will be encouraged to use SPS’ standard complaint form.
5. Any Local 609 member filing a harassment and/or discrimination complaint with SPS has a right to be accompanied, assisted and/or represented by a Local 609 representative at any or all stages of the complaint and investigative process, including but not limited to interviews by the assigned investigator and meetings to discuss findings. If an employee requests union representation, SPS and/or the investigator will include a Local 609 representative in the meeting.
6. SPS will respond to complaints promptly and assign an investigator as soon as possible, ordinarily no later than one week from the filing of the complaint.
7. When a complainant has requested Local 609 involvement, a Human Resources representative will meet with both the complainant and a Local 609 representative to discuss the complaint. At this time, either the complainant or Local 609 can outline any relevant information for the SPS investigator, including whether the alleged harasser or discriminating person has a history of complaints.

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8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.
12. Labor Relations continues to provide oversight and advice in all investigations, regardless of who is assigned to investigate.
13. The District and Union share the interest in having low-level matters, as identified at the sole discretion of t5he District, investigated by the frontline manager or his/her supervisor. Frontline managers/supervisors that conduct investigations shall be empowered to resolve the matters at their level.

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**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.

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Deleted: Nutrition Services Meals Per Labor Hour Protocol¶

¶ Meals per Labor Hour (MPLH) = Total lunch meals served divided by total number of assigned labor hours at a school.¶  
All site revenue is converted into "equivalent meals"- (all based on the "revenue of one (1) lunch")¶

Lunch . . . . 1=1 lunch¶

Head Start Lunches . . . . 1=1 lunch¶

Breakfasts . . . . 2=1 lunch¶

Snacks . . . . 4-1 lunch¶

A la Carte . Monies collected for a la carte items and vending are divided by the sum of the current USDA reimbursement rate for free lunch plus the value of commodities, plus the state subsidy. . ¶  
. 2010-2011 = \$2.74+\$0.24+\$0.03 = \$3.01¶

A school that served 150 breakfasts, 350 lunches, 20 Head Start lunches, 80 Snacks and \$30.50 a la cart ¶  
would have served 475 equivalent meals that day\*¶  
\*(150/2) = 75 + 350 + 20 + (80/4)= 20 + (\$30.50/\$3.01)=10.13 = 475.13 equivalent lunches.¶

2. The resulting number is compared to a departmental goal and is used as a tool to evaluate productivity.¶

. Department goals for MPLH: . . . Secondary . . . 25 MPLH¶

. . . . . Elementary (Bulk) . . . 30 MPLH¶

. . . . . Elementary (Pre-Pack) . 42 MPLH¶

MPLH below the goal may mean there are too many hours assigned to a school (staffing may be above what is needed to efficiently serve meals), MPLH above the standard may mean too few hours are assigned to a school (staffing may be below what is needed to efficiently serve meals).¶

¶  
If the above example was a secondary school with 21.50 assigned hours, then the department would evaluate reducing assigned hours from 21.50 to approximately 19.0 (475.13/25 = 19.01)¶

¶  
MPLH data is collected monthly to monitor individual site correlation to standard. It is our intention to formally evaluate MPLH two (2) times per year, but we do have an obligation to maintain departmental efficiencies-to that end, for existing staff, ...

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**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 609**

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**New Positions within the Nutrition Services Department**  
**New Training Facilities**

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Seattle Public Schools (SPS) and the International Union of Operating Engineers (the Union), mutually agree to the following new positions and training facilities within the Nutrition Services Department.

**New Positions within the Nutrition Services Department**

Two (2) new 3.5-hour Float Managers

One (1) additional 3.5-hour Float Assistant

Four (4) 2.5-hour Float Assistants

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If it is determined that there is a program need for additional float positions to be increased or decreased, the parties will meet to discuss the addition or reduction of needed positions.

\*This Memorandum is considered signed when the Agreement is signed.

Deleted: **New Training Facilities**¶

¶ Within six months of the ratification of the Agreement, the parties agree to meet and discuss the designation by the District of two elementary bulk, one elementary pre-pack school as training facilities. The parties will meet to discuss implementation of this program including the development of the job descriptions, appropriate wage adjustments or additional stipends.¶

¶ Note: For the life of this contract the designated Secondary Kitchen through previous agreement is located at McClure Middle School.¶

¶

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609**  
**CONCERNING ADMINISTRATIVE LEAVE**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 and Seattle School District No. 1. This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between IUOE, Local 609 and the District.

The parties agree that Article XVI(C) will be applied as follows:

Administrative Leave Procedure: Local 609 Employees

The District has the discretion to place an employee on administrative leave when allegations have been made against the employee involving conduct that:

1. Directly or indirectly endangers staff or students (including, but not limited to, assault, sexual misconduct, threats to self or others, abuse, drug use, or alcohol use during school hours);
2. Has the potential to disrupt the educational environment; or
3. Has the potential to interfere with an investigation.

Employees *may not* be placed on administrative leave if their alleged conduct does not meet one of the criteria listed above.

1. Making the Administrative Leave Decision. The decision to place an employee on administrative leave will be made by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available). The District will provide the employee and Local 609 written notice of the allegations, and meet with the employee and a Local 609 representative (if the employee desires representation), prior to making the decision to place a Local 609 bargaining unit member on administrative leave.

- a. Emergency Removal. The District reserves the right to forego this meeting if the nature of the allegations against the employee necessitates his or her immediate removal from the workplace. In such cases, the District agrees to meet with the employee and a Local 609 representative (if the employee desires representation) to discuss the decision to place the employee on administrative leave on the following business day. Building administrators will be advised that if they believe a staff member should be placed on administrative leave, they should contact the Assistant Superintendent, Human Resources and the Local 609 member's Department Director/Manager (or their designees, if the Assistant

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Superintendent, Human Resources and/or Department Director/Manager is not available).

- b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

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- 2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30 day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.

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- 3. Administrative Leave is Not Imposed as Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.

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- 4. Employee Rights on Leave. At the time, the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal

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belongings, and (5) that s/he can get periodic updates on the status of his or her leave.

5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.
6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.
7. Witness Interviews. Local 609 bargaining unit members interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location that is convenient for them. Local 609 bargaining unit members may bring a Local 609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.
8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

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**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL NO. 609-C**

**(School Security Specialists)**

**Includes:**

**2017-2020 Collective Bargaining Agreement**

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**2017-2020 Memoranda of Understanding**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609-C**  
**(School Security Specialists)**

Seattle School District Negotiating Team:

Local 609 Negotiating Team:

Stan Damas  
Lorraine Wilson  
Pegi McEvoy  
Bruce Skowyra  
Teresa Fields  
Larry Dorsey  
JoLynn Berge  
Nate Van Duzer  
Mark McCarty  
Trina DeBiase  
Denise McElhinney  
Patricia Dorgan

Mike McBee, Chief Negotiator  
David Westberg  
Jennifer Francis  
Rachel Buck

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Ed Liebl . . . . . David Westberg¶  
Leslyn Jones-Petit¶  
Joe Paperman¶

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In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March, 2018.

**Seattle School District No.1**

**International Union of Operating Engineers,  
Local 609**

\_\_\_\_\_  
Larry Nyland,  
Superintendent  
Seattle Public Schools

\_\_\_\_\_  
Rachel Buck, President  
IUOE Local 609

\_\_\_\_\_  
Clover Codd,  
Asstistant Superintendent of Human Resources  
Seattle Public Schools

\_\_\_\_\_  
David Westberg, Business Manager  
IUOE Local 609

\_\_\_\_\_  
Mike McBee, Recording and Corresponding  
Secretary  
IUOE Local 609

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**School Security Specialists**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609-C

(School Security Specialists)

**ARTICLE I: PARTIES TO THE AGREEMENT**

This Agreement is entered into upon the date it is signed by both parties. The parties are the Seattle School District No. 1 and International Union of Operating Engineers, Local 609 representing those employees of the Seattle School District No. 1 working in job classifications listed in Appendix A except those employees excluded by Chapter 41.56 RCW or rulings of the Public Employment Relations Commission.

**ARTICLE II: RECOGNITION**

- A. The provisions of this Agreement shall be applicable to the employees of the Seattle School District No. 1 as outlined above.
- B. The Seattle School District No. 1 recognizes Operating Engineers Union Local No. 609, to be the sole and exclusive bargaining agent for its aforesaid employees and to be entitled to act for and to negotiate agreements covering all employees in the unit and to be responsible for representing the interests of all such employees, pursuant to the law, Chapter 41.56 RCW, as amended.
- C. When the word "District" is used, it refers to Seattle School District No. 1. When the word "employee" or Security Specialist is used, it refers to a member of the bargaining unit referred to in Article I above. When the word "Union" is used, it refers to the International Union of Operating Engineers, Local 609.

**ARTICLE III: APPLICATION OF AGREEMENT**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article I shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application 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.

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D. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.

**ARTICLE IV: AFFIRMATIVE ACTION**

- A. It is the policy of the District to employ persons on the basis of merit, training, and experience and that there shall be no discrimination against any employee or applicants because of race, creed, color, religion, marital status, national origin, economic status, gender, sexual orientation, age, or handicap except as may be permitted to meet a bona fide occupational qualification and the District shall comply with State or Federal laws as may pertain thereto.
- B. In implementing the Affirmative Action program, the District shall recruit, employ, and assign personnel in conformity with State and Federal laws, rules, regulations, and directives.

**ARTICLE V: MANAGEMENT RIGHTS**

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
  - 1. The right of the District to hire, terminate, suspend, transfer, promote, demote, or discipline employees for proper cause;
  - 2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment;
  - 3. The right to determine the starting and quitting time and the number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to, the Fair Labor Standards Act; and
  - 4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.
- B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either with the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the district's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.
- C. **CUSTOMER SERVICE MODEL.** The District has adopted a customer service model for providing safety and security services to support the needs of schools and departments of the District.
  - 1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Safety and Security Department (SSD) to provide security services for the needs

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of students, staff and community members in schools and departments of the District.

2. **Service Expectations.** The types of services, and the level expected are defined in the Health and Security Department Manual Part 2 and other documents describing the services to be provided. They are to be communicated to the employees covered by this agreement as well as the customer representatives in the schools and departments to assure common understanding of expectations.

3. **Communications.** Routine communication regarding coordination of service needs and service delivery within the established service expectations should occur between the customer site representative, usually the principal or department head or designee, and the Local 609 bargaining unit employee in charge of security services at a site (usually the Security Specialist). This would include communication about the scheduling or timing of needed services or special requests consistent with the scope of service. Such communication should also include the initial discussion of concerns about a service request or the quality or level of service provided. Whenever a question or concern is not resolved by such discussion to the satisfaction of either the customer representative or the Local 609 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the SSD. This is consistent with the expectation that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor Relations Department and Union.

4. **Supervision.** The Local 609 bargaining unit employees covered by this agreement are employed by the Safety and Security Department and supervised by a chain of command within that Department. The Chain of Command is as established by the SSD and communicated to employees covered by this agreement as well as customer representatives. Supervisors and managers are defined for purposes of management decisions as administrative employees who are not members of the Union.

5. **Evaluation.** Performance evaluation of Local 609 bargaining unit employees covered by this Agreement are to be conducted by the chain of command in the SSD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the SSD in consultation with the Union. Customer site representatives may provide input to the SSD 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.

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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.

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**ARTICLE VI: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP**

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The District agrees that it will not interfere with the right of its School Security Specialist 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 the employee's membership in the Union.

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**ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT**

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- A. In the employment of new or additional employees who would be represented by the Union, the District shall have the right to employ persons without regard to membership in the Union.
- B. Upon completion of the hiring process the District shall provide to the business representative of the Union the name, address, and date of employment of all newly hired employees covered by this Agreement.
- C. It is agreed that all employees under this Agreement will become members of the Union after thirty-one (31) days of employment and maintain membership as a condition of continued employment unless an RCW 41.56 exception applies.
- D. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.

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**ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES**

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- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56.110 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes and 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.

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E. The union here by agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

**ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES**

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A. The Union shall have the right to post notices of their activities and matters of organization concern on bulletin boards in the employees' work area.

B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks, or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members in District facilities, such authorized agents shall check in at the building office to be directed into the District facility,

C. The Business Manager or designee is invited to participate as an observer in regularly scheduled or special meetings with members of Local 609.

D. The Union may designate one (1) employee as a steward for each ten (10) School Security Specialists assigned to buildings. The Union will notify the District of the effective appointment date of a steward. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.

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**ARTICLE X: LEAVE FOR UNION ACTIVITIES**

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**SECTION A: Eligibility**

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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.

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**SECTION B: Procedure**

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1. Request for leave of any officer or member shall be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to Department Manager or designee, a minimum of five (5) working days before the leave is to take effect. If five (5) working days' notice is not possible (e.g., meetings with District personnel when less than five (5) working days' notice is provided to the Union), notice shall be provided as soon as possible.

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2. An officer or member of the Union who is granted a Union activity leave shall be paid the regular rate of pay as if he/she were on the job during the period of leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.

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- 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 duties on a mutually agreeable date in a position comparable to his/her previous positions, 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 and full-time officer, and all employees on Union Leave are specifically excluded from District liability coverage, and risk insurance, if any, for such liability must be provided for the Business Manager/Agent and full-time officer by the Union.
- 4. Employees who are injured while on Union Leave are not eligible for on the job injury supplements as provided in Article XVI Section H.

**ARTICLE XII: WAGES AND EMPLOYEE BENEFITS**

**SECTION A: Salary Schedule(s)**

- 1. The 2017-2018 Salary Schedules shall be as shown in Appendices A1, A2 and A3.
- 2. During the 2018-2019 school year, the base wage rates specified in Appendices A1, A2 and A3 shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
- 3. During the 2019-20 school year the base wage rates specified in Appendices A1, A2 and A3 shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
- 4. These adjustments are subject to the following conditions:  
The increase will be in addition to the increments called for by XII-A-5, below.
  - a. Prior to effectuating the state-designated increases pursuant to 2, and 3 above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-

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Deleted: Engineers Local No. 609-A (Custodial Engineers and Gardeners), No. 609-B (Food Service Workers), No. 609-C (School Security 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 sen...

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through commitment will be deemed null and void except as agreed in subsequent negotiations.

b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the Union, the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

5. Increments:

Employees shall be eligible for two different annual increments (paragraphs a & b below) until they reach the maximum step/lane of their salary class.

a. Performance/Evaluation Increments:

1. Regular employees who received an average or better evaluation and satisfactorily complete (as determined by the instructor) all mandatory training sessions designated by the Safety and Security Department during the immediately preceding evaluation cycle shall be advanced one (1) increment on the salary schedule; provided that, whenever it is determined that an employee is performing at a below average level such that an upcoming increment may not be granted, the District shall give prompt written notice to the employee, identifying the areas in which performance must be improved to qualify for the upcoming increment. The Union shall be provided a copy of such notice by the supervisor upon request.
2. In the event that non-avoidable\* circumstances make it impossible to attend the mandatory training:
  - a. The employee shall inform the Manager of Safety and Security Department as soon as the non-avoidable circumstance becomes known.
  - b. The employee shall present a plan to the Manager of Safety and Security Department that will show how the mandatory training will be completed prior to August 31<sup>st</sup> of same school year.
  - c. If both the direct supervisor of the Manager of Safety and Security Department and the Business Manager of Local 609 shall agree that the circumstances are non-avoidable, that notice was given as soon as possible, and that the plan to

\*Non-avoidable means that it is more than inconvenient. For example, the death of a parent or hospitalization of the employee are non-avoidable. Pre-paid trips, social commitments, alternative jobs and the like are avoidable.

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Deleted: f. In addition to the increases described in 2 above additional increases shall ¶ be applied noted below each year beginning in 2014-15:¶ Security Specialists: .05%¶

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complete the training is reasonable, the increment will be granted.

b. Educational Advancement Increments:

1. Educational advancement increments for eligible employees are dependent upon the individual employee's satisfactory completion of a minimum of twenty-eight (28) clock hours of approved voluntary training per year. Such training must be approved by the Joint Labor-Management Voluntary Training Committee (see Article XXVI-A) before the employee begins the training, and acquired by the employee at no additional cost to the District.
2. Eligible employees who have reached Step D (or above) of the salary schedule, and who provide proof of having previously worked as a commissioned officer, shall be allowed to substitute one (1) year full-time experience as a commissioned officer (in any jurisdiction) as defined by the State of Washington requirement for a commissioned police officer or its equivalent for the twenty-eight (28) hours of instruction noted in subsection b. (1) above, per year. The Voluntary Training Committee may review and recommend to the Manager of Safety and Security consideration of previous work experience of an employee that is equivalent to one (1) year full-time experience as a commissioned officer. The documentation of commissioned officer status for work equivalent to a State of Washington police officer must be approved by the Manager of Safety and Security, on an individual basis for the subsection to be effective for a given employee.
3. The Joint Labor-Management Voluntary Training Committee (see Article XXVI-A) will allow an employee to "bank" up to ~~twenty-eight~~ (28) hours per year, per the Voluntary Training Program Guidelines dated February 13, 2001.
4. The employee shall demonstrate that he/she has met the requirements of the Section to the satisfaction of the Joint Labor-Management Voluntary Training Committee.
5. Such demonstration will be made no later than August 31 of each year, per the Voluntary Training Program Guidelines dated February 13, 2001. In the event that this deadline is not met, no educational advancement increment will be granted.

6. Orientation/Training:

Division Tactical Specialists, when assigned by the Manager of Safety and Security or designee, will provide leadership, orientation and mentoring to new Security Specialists. The Manager of Safety and Security, or designee, shall determine which schools are used as sites for orientation/training.

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**7. Pay Procedures**

a. **Pay Day.** Employees shall be paid on the first business day of each month. Electronic deposits to employee accounts or pay cards shall be made so as to be deposited to the employees account on the first business day of the month. Pay warrants (checks) are distributed through the US Postal Service and are mailed one (1) business day prior to pay day.

b. **Payment Methods.** Both the District and the Union recognize that electronic deposits offer the advantage of avoiding paper warrants or checks being lost in the mail and are seen by many as a more convenient method of being paid. Direct deposit. Effective thirty (30) days following ratification of the agreement new employees will be paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.

c. **Pay Statements.** The District and Union share an interest in employees having ready access to clear earnings statements. The District shall provide employee pay statements via U.S. mail. No earlier than October 1, 2018, the District may reopen this provision to address electronic delivery of pay statements.

d. **Payroll Error Corrections.** The District will make every effort to modify its systems to enable payroll error corrections or other payments to be made via electronic deposit means as soon as feasible.

1. **Underpayments.** Underpayments of employee compensation will be processed as soon as possible upon the District being informed of the underpayment. Upon being informed of an underpayment the District will promptly inform the employee about when the corrected pay will be available. Unless the payment will be by electronic deposit the employee will be provided the option of personally picking up the pay warrant rather than having it mailed to their official address.

2. **Overpayments.** Salary overpayments shall be repaid as soon as possible. The District will prepare documentation identifying the basis for and the amount of the overpayment and provide both to the union and the employee. It is recognized that significant overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule.

e. **Lost pay warrants.** Pay warrants which have been sent to the employees designated home address, via US mail, and which are not received by the employee will be replaced as soon as possible following the date that the District received the fully complete required forms certifying such loss.

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SECTION B: Group Insurance Provisions

1. The District shall contribute toward premiums of District-approved group insurance programs for all eligible employees.

- a. Eligible employees are defined as those who work three and one-half (3 1/2) or more hours per day.
- b. This contribution includes the premiums for the District-paid dental, life/long-term disability, and vision insurance plans.

2. The District will budget an amount per month per eligible classified employee of the District for District contributions toward payment of premiums of District-approved group insurance programs from September 1 to August 31. The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, the employees whose coverage exceeds the budgeted amount. The District shall budget per month, per employee, based on the State monthly allocation figure for insurance benefits.

For the period of each month, September through December, the District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.

Based on December payroll, the District shall determine the total budgeted amount for the year, which shall be based on the employees employed as of December 1. Also, based on the December payroll, the District shall determine the total projected expenditure of funds for the year, taking into account (a) actual contributions made by the District for the period from September through December, (b) projected contributions to be made at the budgeted contribution rate for the balance of the year, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.

For the periods of each month, January through August, the unutilized amount (position difference), if any, between the total budgeted amount and the total projected expenditures will be divided on an equitable basis in pay periods between January 1 and August 31 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the amount necessary to pay for District-approved insurance programs selected by that individual.

In order to avoid overspending the total budgeted amount stated above, the District may, at any time after January 1, adjust downward the amount contributed per employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

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The District's determinations of the unexpended amounts and the appropriate methods of distribution to employee, as described above, shall be made in consultation with the Union.

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In the event that there is a disagreement between the District and the Union over the administration of the above paragraphs, the subject of appropriate insurance benefits shall be treated as a negotiable matter rather than a contractual matter and the above paragraphs shall be deemed null and void except as may be agreed in subsequent negotiations.

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The District's obligation to make monthly contributions toward the payment of premiums of District-approved group insurance programs for employee shall not exceed the sum funded by the State for insurance benefits.

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On or about July 10 of each year, the District will provide the Union with the utilization figures for the classified employees of the District.

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3. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee and his/her dependents. All plans must be mutually agreed upon by the employee organization and the District.

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¶ Pursuant to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each year respectively, which option may be exercised only if required by changes in State law concerning employee benefits.

4. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year.

Deleted: . Effective for periods beginning September 1 of each year of this Agreement, the District will budget per month per eligible employee based on State funding (the monthly support figure) for insurance benefits.¶

5. Solicitation for companies and plans continued under "grandfather clauses" shall be subject to approval by the District and the employee organizations.

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6. At the time of employment each new employee shall receive a copy of the employee Group Insurance Program booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Payroll Department no later than thirty (30) days from the employee's first day of duty.

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7. The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than October 31 of each school year.

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a. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:

1. Self-insurance of insurance benefits.
2. The selection process for District-sponsored plans.
3. The use of excess reserves, which may exist with insurance providers.
4. Surveying District employees to determine employee preference regarding insurance benefits.

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5. The disposition of funds from the Standard Insurance demutualization account established pursuant to Board Resolution 2000-6.

b. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

8. The Union and the District shall work with the insurance brokers to study the feasibility of a self-insurance program and make recommendations for implementation as appropriate.

9. The District will provide for representation by the Union to make its input to the School District insurance management whenever changes or modifications in the insurance program are contemplated.

10. Pursuant to RCW 28A.400.275 (1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each year, respectively, which option may be exercised only if required by changes in State law concerning employee benefits.

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**SECTION C: Protection of Personal Property**

It is the District's policy to make every reasonable effort to provide a safe and healthful environment for employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. Employees are responsible for notifying their supervisor/manager regarding any perceived unsafe and/or hazardous conditions.

1. The District shall reimburse an employee for any certified loss of or damage to personal property required in the course of his/her duty, or in transit to or from his/her place of assignment, when such loss or damage is willfully and maliciously inflicted by a student or by persons known/unknown on school premises or while the employee is on duty, subject to the following conditions:

a. The District shall reimburse first dollar losses up to the limit of two hundred fifty dollars (\$250). The District shall provide an additional sum of \$7,000 annually to cover all International Union of Operating Engineers, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement, and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.

2. There shall be no reimbursement for loss of cash.

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4. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee for his/her dependents. All plans must be mutually agreed upon by the Union and the District.¶  
5. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year. The enrollment of new employees shall begin with their employment and shall be complete within the first thirty (30) days after the beginning of service.¶  
6. At the time of employment, each new employee shall receive a copy of the District's "Group Insurance Program" booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Human Resource Department no later than thirty (30) calendar days from the employee's first day of duty.¶  
7. A District group life and long term disability insurance plan is available to payroll deduction upon request to the Payroll Office. Application should be made within thirty (30) days of employment. Applications made after this thirty (30) day limit will require proof of no prior physical disability.¶  
8. The District will provide for Local 609-C to make its input to the School District insurance management whenever changes or modifications in the insurance program are contemplated.¶  
9. Pursuant to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June of each year, respectively, which option may be exercised only if required by changes in State law concerning employee benefits.

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3. Personal equipment used for work purposes must have the prior written approval of the Security Manager.
4. There must be proof submitted that the employee has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before becoming eligible for reimbursement under this Section XII-C.
5. There must be filed with the District General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form. These forms shall be supplied to all schools.

SECTION D: Travel Allowance

1. An employee who is authorized to use his/her personal car on District business shall be compensated at the maximum allowable Internal Revenue Service rate. The mileage shall be authorized and validated by the employee's immediate supervisor in accordance with the budget and the established rules, regulations, and procedures of the District.
2. Employees authorized to utilize their own personal car on District business shall carry insurance in accordance with Washington State Law.

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SECTION E: Retirement Benefits

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1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System.
2. Employees who retire during or at the end of their work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave.
3. On or about January 15 each year employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.
5. If an employee is in a 1.0 FTE position which meets the requirements for eligibility in the International Union of Operating Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix G.
6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)
  - a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan(the "Plan") pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-

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separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.

b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.

d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversion to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

**SECTION F: Holidays**

1. Security Specialist employees who are employed for the school year shall be paid for the eight (8) holidays that occur during their work year: Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.
  - a. School Security Specialists who work a minimum of twenty (20) days during the summer vacation period will receive one (1) additional paid holiday; and,
  - b. School Security Specialists who work a minimum of forty (40) days during the summer vacation period will receive two (2) additional paid holidays.
2. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for the holiday.

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**ARTICLE XIII: PROMOTIONS**

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A. When positions within the Safety and Security Department become vacant, School Security Specialists who apply, and meet the qualifications of the job, shall receive priority consideration.

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B. Eligible employees shall be considered for promotion, utilizing the following criteria:

1. Employee's Performance Evaluation;
2. Number of years of seniority of the employee's continuous service as a full-time employee;
3. Number of years seniority as a School Security Specialist; and,
4. Management review and interpretation of all factors considered relevant in determining the employee's general and technical suitability in filling the position including but not limited to additional training skills beyond those required as a Security Specialist

C. The District and the Union will continue to work together to re-organize the Safety and Security Department to maximize school safety and customer service, promote best practices, increase and develop district talent, maximize efficiencies and effectiveness, and provide effective performance management.

Responsibilities and authorities will be consistent with the job description and compensation will be in compliance with the amended Salary Schedule.

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It is recognized that asterisk (\* or \*\*) employees paid at higher levels will accrue seniority listing at the higher level. However, any employee moved to an asterisk position will continue to accrue seniority (for the purposes of staff adjustment and overtime, etc.) in their former classification while serving in an asterisk position. It is also recognized that the new asterisk positions accrue seniority at the higher level and if staffing adjustments are made to asterisk positions, then the higher-level seniority will govern bumping into the larger unit.

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An employee who is promoted will complete a 75 working-day trial period. Prior to the expiration of this trial period, either the Safety and Security Manager or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former assignment (including former pay rate, shift and classification). Before the Safety and Security Manager decides that the trial period has been unsatisfactory, the employee shall be provided a written explanation of the reason(s) for that decision.

D. Seniority Listing

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1. The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format, which shall be:
  - a. Listed by job classification and job title;
  - b. Updated as of June and December of each year and,
  - c. Shall include and be sorted by:
    1. Starting date in current job title;

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- 2. Starting date in current job classification;
  - 3. Starting date in District service;
  - 4. Employee's name;
- d. Starting dates will be adjusted for interrupted service.

2. The District will supply the Union with all revisions of this listing.

E. When a need arises for an individual to perform additional duties on a "temporary basis" following notification to the Local 609 Business Manager, the Manager of Safety and Security Department may select a qualified bargaining unit member to perform the temporary duties and responsibilities.

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1. If a qualified bargaining unit member is selected to perform the temporary assignment, and if the temporary assignment is paid at a higher level than the selected bargaining unit member's current salary, the selected bargaining unit member will be compensated with a temporary upgrade for the duration of the temporary assignment in accordance with the provisions for substitutions below.

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2. If it is determined that there are no qualified bargaining unit members that can fill a temporary need, the District will fill the temporary position with a qualified non-union individual. If the Local 609 Business Manager and the Manager of Security disagree on qualifications, the Assistant Superintendent for Operations would settle the disagreement.

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F. In the event that an individual employee temporarily substitutes in a position with a higher classification than his/her regular classification, the employee's salary will be adjusted as follows:

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1. No adjustment will be made for substitutions of less than four (4) working days duration.

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2. When substitution exceeds three (3) working days.

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a. The employee will be paid at the salary increment step in the higher classification which exceeds his/her regular salary or at the base pay rate of the substitute position, whichever is greater. This compensation will be retroactive to the initial three (3) days.

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b. The employee will work with the appropriate Supervisor on any evaluations if necessary.

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#### ARTICLE XIV: DAYS OF DUTY

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##### SECTION A: Work Day/Week/Year

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- 1. The normal work day for School Security Specialists in school locations shall be eight (8) hours per day.
- 2. The work week shall be defined as five (5) consecutive days, Monday through Friday.
- 3. The District may modify the work week to cover Saturday school programs.
  - a. School staff shall have first priority for modified schedules.

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- b. In the event that no volunteers are available, assignments would be made in inverse order of seniority. A work week differential of 10% of regular pay shall be paid for hours outside the normal work week. The work differential shall be 10% of the employee's regular hourly pay.
- 4. School Security Specialists shall work the school year (day before student classes begin and the day after the last student day).
- 5. Schedules may be adjusted by the Safety and Security Manager to meet program requirements;  
Working schedules may be changed at any time to respond to situations which could not be preplanned. Twenty-four (24) hour notice will be provided for all other working schedule changes. Failure to provide sufficient notice will result in payment of overtime rates for all hours worked outside of the regular schedule.
- 6. Individual Schools may modify shift hours to cover evenings following consultation with the Union.
  - a. An evening hour's differential of 10% of regular pay shall be paid to a School Security Specialist who is assigned to a regular eight-hour daily work schedule which includes hours of work after 5:00 pm. For example, if an employee's regular shift begins at 11:00 am and ends at 7:00 pm, the 10% differential would apply to the two hours between 5:00 pm and 7:00 pm.
  - b. This condition of employment shall only apply to an employee who is regularly assigned to work such a shift for an extended period on an ongoing basis.
  - c. Said 10% differential shall not apply to Extra Time Work (overtime) nor to schools which have a regular evening school program.
  - d. Said, differential pay shall not apply to situations where a school security team in collaboration with the school administration have voluntarily agreed to enhance security at their school by periodically rotating among themselves a regular eight-hour shift which goes beyond 5:00 pm.
  - e. For purposes of payroll implementation of such a 10% differential, the District may a) establish an hourly rate which is 10% higher for the three hours in question and pay it in this manner or b) spread the 10% higher for the three hours over the hourly rate for all eight hours of the employee's regular shift.
  - f. An example of Section 3.b) above is as follows. If employee A works an 11:00 am to 7:00 pm shift and the employee normally earns \$15.00 per hour without any differential pay, this employee would be entitled to the equivalent of a 10% differential of regular pay for the hours worked between 5:00 pm and 7:00. However, the dollar amount of compensation for the 10% differential for the two hours will be spread across the employees entire eight-hour shift so that his/her effective hourly rate for the entire shift will be adjusted accordingly.

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- g. If no School Security Specialist at a given school volunteers to work such a shift if and when such a shift is established at that particular school, the least senior School Security Specialist at that school shall be assigned the regular shift which extends beyond 5:00 pm. Seniority for purposes of this section shall be based upon seniority as recorded on the school assignment rosters.

**SECTION B: Lunch and Rest Periods**

1. The standard work day (8 hours) shall include an “on duty” lunch period of one-half (1/2) hour. Employees must remain on-call and available.
2. Employees shall notify the appropriate building staff prior to leaving District premises.
3. Employees working full-time are entitled to two (2) relief periods of not more than fifteen (15) minutes as part of the regular paid working day.
  - a. The relief periods of not more than fifteen (15) minutes shall be one (1) in the morning and one (1) in the afternoon.
  - b. Relief periods may not be used for making up time nor may employees come late or leave early in lieu of relief periods.

**SECTION C: Overtime for School District Functions Involving Students**

1. Any work done beyond eight (8) hours in any work day or beyond the fifth (5th) day shall be compensated at time and one-half (1-1/2) rate; and, all time worked beyond forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2).
2. Any work performed on Sundays or holidays shall be compensated at double time, except security building watches per the Building Security Watch-Extra Work for School Security Specialist Memorandum of Understanding.
3. No School Security Specialist shall work more than the assigned hours per day unless so directed by the appropriate Supervisor.
4. Overtime Assignments
  - a. The District will assign employees to overtime events.
  - b. Assignments shall be made first to School Security Specialists who are regularly assigned to the school which is conducting the activity involving their students.
  - c. Staff may sign up for the list at designated times during the school year (Fall and Spring semester).
  - d. Seniority will govern, subject to management discretion, to assign appropriate staff to key events, and to match up staff for training and development.
  - e. In general, a minimum of two (2) employees will be assigned to cover overtime events.

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- f. In the event that no volunteers are available, overtime assignments will be made in inverse order of seniority.
- g. The list will be followed in sequential order regardless of refusal or acceptance.
- h. Additional Overtime Procedures:
  1. The District will send out a memorandum requesting that school security specialists sign up for overtime work (the “regular overtime list”) and for overtime work on short notice (“the hot list”).
  2. After compiling the regular overtime list, employees will be contacted going down the list until an employee accepts the overtime assignment. Communication attempts will be made using available District formats. A reasonable period of time (e.g. one school day) will be allowed for employee response. When an employee accepts an assignment, the next assignment is offered to the subsequent employee on the regular overtime list, i.e., the first employee on the regular overtime list is not contacted again until all employees on the list have been contacted for a possible overtime assignment.
  3. As soon as it becomes known that no employee on the regular overtime list is available or accepts the overtime assignment; or if assignment is open on short notice, employees on the hot list will be contacted using the rotation process as noted in two (2) above in an expedited manner. If no employee on the hot list is available or accepts the assignment, the Division Tactical Specialists or other staff will be asked to put out a call to security specialists assigned to buildings to request a volunteer. Alarm desk personnel, if qualified, may also be asked to volunteer for staff events if no school security specialist volunteers from the hot list. The District is not required, however, to ask alarm desk personnel to volunteer.
  4. If no volunteer is secured following paragraphs 1-3, the District shall have the right to assign mandatory overtime to the bottom 10% of the employees signed up on the regular overtime list. The 10% number shall be rounded up to the next highest employee. For example, if 37 employees have their name on the regular overtime list, the bottom 4 employees on the list ( $37 \times 10\% = 3.7$ , which rounds up to 4) are subject to mandatory overtime assignments. Assignments to employees in the bottom 10% will be made in inverse order of seniority with assignments rotated upwards until all employees in the bottom 10% have been given mandatory overtime. The list will thereafter start over again from the bottom and be rotated upwards.
  5. These procedures do not change any process currently in place that requires school security specialists to contact the Security Office of

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a cancellation of a previously accepted overtime assignment, or any obligation to immediately contact the Security Office when it becomes apparent that a second security specialist will not be in attendance at an overtime event.

- i. If an employee has been authorized to work overtime, the employee shall be compensated for the total amount of overtime by:
  - 1. Paying all overtime at the appropriate rate, or,
  - 2. Instead of cash upon mutual agreement with the Safety and Security Department Manager, an employee may be granted comp time on the same basis as above, provided that not more than three (3) working days may be granted for overtime worked in a twelve (12) month period, September 1<sup>st</sup> to August 31<sup>st</sup> each year, as banked overtime. The employee at the time of submitting his/her time sheet covering the overtime shall indicate if he/she wishes to receive compensating time off instead of cash for overtime. If the Department Manager agrees, the employee having elected to receive compensating time off may use such accumulated time off to the maximum mentioned above at any time prior to August 31<sup>st</sup> provided the employee has obtained approval for the dates of the time off from the Department Manager.
  - 3. As of August 31, of each year, any employee with accumulated compensating time off which has not been used will be paid in cash for the amount unused and the accumulation will be eliminated.
  - 4. Overtime functions at elementary schools will be assigned first to the Division Tactical in the area, second to the Division Tactical with the most familiarity with the area or closest to the area with the most seniority.
  - 5. An employee who fails to work an overtime shift after having agreed to work will be subject to progressive discipline which may include removal from all overtime lists for thirty (30) days.

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**SECTION D: Assignments for extra work at building related events**

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The work of a building security watch detail (any non-student related security or fire watch needs) provided by the Safety and Security Department for school district buildings is usually performed by employees under the Local 609 Alarm Monitors and Security Response Specialists collective bargaining agreement as opposed to employees under the School Security Specialist collective bargaining agreement. Nonetheless, periodically the District may employ a School Security Specialist(s) to perform such building security watch responsibilities as extra work even though School Security are under a different collective bargaining agreement and the School Security Specialist(s) regular work year ends shortly after the last day of school for students. Security Specialists may sign up on a list for extra work opportunities described above.

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- 1. When the Alarm Office is assigned a Security Detail, scheduling will be done by seniority. If there is more than one shift, the shifts will be divided two (2) shifts at a time in one (1) work week among the Alarm Office Staff. If the Security Detail

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is over 72 hours, each employee will be given the opportunity to select up to three (3) shifts.

2. When the Safety and Security Department receives notification of more than 72 hours prior to the start of building-related extra-work opportunities, a Three Round process will be implemented. Extra time assignments will be made prior to overtime shifts being assigned.

Round One – 24 hours after Department notification and more than 72 hours before the start of Security Detail.

Alarm Office employees will be contacted via phone and electronic message and have 24 hours to accept or decline the shifts of their choice. Status of attempts to contact Alarm Office employees will be maintained by the Safety and Security Department. If the number of shifts in one detail exceeds the number of staff, then the number of shifts shall be divided equally for assignment. Alarm Office Security Detail scheduling will use Bargaining Unit seniority.

Round Two – Between 72 and 24 hours prior to start of Security Detail.

If the contacted Alarm Office employee declines an assignment during Round One, the employee will not be considered for the shifts of that specific detail. Remaining shifts after the first round will be divided equally and made available to those that accepted shifts in the first round and the most senior employee will receive priority in assignments. Notification and acceptance will follow the Round One procedures and will continue in the same manner until all remaining shifts are claimed by the Alarm Monitors. Any remaining shifts at this point will be offered to employees in accordance with Paragraph 7 and 8.

Round Three – 24 hours to start of Security Detail.

If a detail has not been filled in Rounds One or Two, the Alarm Office 24 Hour Hot List will be utilized for the remaining shifts. Any remaining shifts at this point will be offered to employees in accordance with Paragraph 7.

3. If notification of a detail is given on a weekend or Holiday that needs to be filled within 72 hours, the 24 Hour Hot List will be utilized for the shifts occurring in the first 72 hours.
4. The acceptance of overtime/extra time should not interfere with the employee's primary duties. The accepted overtime/extra time duty will not overlap with the employee's primarily assigned duties/shift. The accepted overtime/extra time duty will not be assigned if it schedules the employee for more than 16 hours of service, in any District related duties, in a 24-hour period.
5. It is the employee's responsibility if he/she is not able to cover an accepted shift to notify the Department. If the accepted shift is turned back, assignment to the shift will be made by the Department procedures using the 24 Hour Hot List.
6. If he/she does not show up for an accepted shift, after 60 minutes, the assignment to the shift will be made by the Department procedures using the 24 Hour Hot List. If, after the unfilled shift has been filled, and the watch stander who was late eventually shows up, he/she will be sent home with no pay due.

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7. Following these steps, remaining open shifts would then be offered to School Security Specialist in accordance with the provisions of Article XIV Section C of the IUOE/SSD 609 C (School Security Specialist) Agreement excepting Section C4 (h) 4.
  - a. If the District does have extra building security watch work and if the District assigns a School Security Specialist(s) to perform such work, all such assignments will be considered extra work and such assignments will otherwise be subject to the terms of the Alarm Monitors and Security Response Specialists collective bargaining agreement as applicable, except as provided in Section b, below.
  - b. Pay will be in compliance with the Alarm Monitors and Security Response Specialists collective bargaining agreement, including the Salary Schedule under Appendix A provided, however, a School Security Specialist so assigned will be paid at the salary step for a Security Response Specialist or Alarm Monitor as appropriate which is the closest salary step to but not below the salary step the School Security Specialists was eligible for and earned the immediately preceding school year but which is not more than the top step of either of the classifications under the Alarm Monitor CBA.
8. If there are remaining shifts available after all of the above procedures have been exhausted, they shall be offered to qualified members of the SSD/Local 609 A Agreement under the terms of past practices in the Custodial and Grounds Department.
9. Those assigned to a shift will remain on their assigned Security detail until relieved.
10. There may be instances, which would lend themselves (on a non-precedent setting basis) to an exemption from this agreement. In those cases, assignments may be made under the discretion of the Manager of the Department after consultation with the Union business Manager or their designees.
11. Extra time/Overtime Matrix on following page to be used as a general guideline for extra/overtime purposes. (Appendix C)

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**EXTRA TIME/OVERTIME MATRIX**

Need	Student Support for Assigned School (Regular School Year) Security Specialist only	Centrally Sponsored Meetings or Events (Regular School Year)	Centrally Sponsored Meetings or Events (Summer)	Building Watches (All year)
Examples	Sports, Social Events, PTSA	JSCEE Events, School Board and Public Meetings and Events at Buildings	JSCEE Events, School Board and Public Meetings and Events at Buildings	Fire Watch, Intrusion Watch, Building Threats
Priority for Assignment	Building Security Specialist	Central Security Staff	Security Specialists volunteering for Summer Work (excluding Summer School)	Alarm Office
More than 72 Hours	Rotation by Building Security Specialist Departmental Seniority	1st - Rotation by Central Security Specialist Departmental Seniority 2nd - Rotation by Building Security Specialist Departmental Seniority 3rd - Alarm Response Extra Time	1st - Rotation by Security Specialist Departmental Seniority (Extra Time) 2nd - Rotation by Security Specialist Departmental Seniority (Over Time) 3rd - Alarm Response Extra Time	1st - Extra time by Alarm Seniority (Rotating) 2nd - Extra Time by Security Specialist (Rotating) 3rd - Overtime by Alarm Seniority (Rotating) 4th - Overtime by Security Specialist (Rotating)
72 hours to 24 hours	Rotation by Building Security Specialist Departmental Seniority	1st - Rotation by Building Security Specialist Departmental Seniority 2nd - Rotation by Building Security Specialist Departmental Seniority 3rd - Alarm Response Extra Time (Seniority Rotation)	1st - Rotation by Security Specialist Departmental Seniority (Extra Time) 2nd - Rotation by Security Specialist Departmental Seniority (Over Time) 3rd - Alarm Response Extra Time	1st - Extra time by Alarm seniority 2nd- Extra Time by Security Specialist 3rd - Overtime by Alarm seniority 4th - Overtime by Security Specialist 5th - Custodial
Less than 24 hours	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	1st - Extra time by Alarm Seniority 2nd - Overtime by Alarm Seniority 3rd - Rotating Security Specialist Hotlist

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**SECTION E: Call Back**

1. Call-back pay shall be granted in those situations where an employee is called back to work for a period of time that is not an extension of his/her regular assigned working time. Such call-back pay shall be at the prescribed overtime rate.
2. Minimum pay for calling an employee back to work at his/her place of employment shall be four (4) hours pay at the employee's hourly rate of pay for regular shift work.

**ARTICLE XV: STAFF ADJUSTMENT**

- A. In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated. Staff on probationary status will be laid off first.
- B. If it is determined that a layoff is necessary, the parties to the Agreement will convene by no later than June 1 of each year to explore and try to reach agreement on alternatives to layoff.
  1. This process shall include, but is not limited to, specific procedures calling for reassignment, transfer, retirement, work-sharing, free time, or other methods directed towards the employees either directly or indirectly affected.
  2. If no alternatives are agreed to by July 30 of each year, the layoff procedure will be implemented as described in item C below.
- C. When the reduction of staff becomes necessary, employees shall be laid off based on a grid system using the following factors:
  1. Ability and performance as determined by the last two evaluations.
  2. Training associated with increments.
  3. Bargaining unit seniority.
  4. District seniority as a tie breaker.
- D. If and when positions become available, recall will be carried out in the reverse order of layoff; that is, the last person laid off will be the first person rehired.
- E. Any employee laid off under the provisions of this Article for fifteen (15) months shall lose all seniority and recall rights granted under this Collective Bargaining Agreement.
- F. Supervisory employees of the District who (a) serve in a supervisory capacity relating to 609C bargaining unit work, (b) have previously worked as School Security Specialists represented by Local 609C and (c) hold licenses or meet appropriate requirements, shall be eligible for retention as School Security Specialists.

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**ARTICLE XVI: LEAVES**

**SECTION A: Eligibility for Leaves**

1. Leave days earned/granted shall be in proportion to the employee's actual work hours.
2. The District does not grant short term (ten [10] work days or less) voluntary days off without pay except in unusual circumstances. Requests for long term (more

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than ten [10] work days) leaves of absence in accordance with Sections H, I and J of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.

3. Long Term Leave Without Pay (not for health reasons) covered under Section J of this article will not be granted for employees whose performance has been evaluated unsatisfactory and/or placed on probation or employees currently subject to disciplinary action.

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#### SECTION B: Sick Leave

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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.

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1. Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service accrued at the rate of 0.0526 hours for each hour on regular pay status to a maximum of forty (40) hours per week.
2. Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee or any other purpose in accordance with federal and/or state law, and subject to the conditions set forth in XV-B-3-a and b.
4. Accumulated Sick Leave, under this provision, shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.
5. An employee who anticipates the necessity for taking a short-term health leave shall notify his/her immediate supervisor at least three (3) working days before taking the leave. In cases of personal illness, when it is not possible to give three (3) days' notice the employee shall notify his/her immediate supervisor as soon as possible.
6. After the fifth (5th) consecutive day of absence on Sick Leave a physician's certification of illness is required, unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Article XV, Section C.10, below. If repeated patterns of absences are identified, a physician's certification of illness may also be required.
7. If employees become ill or are injured while on Annual Leave, they may, upon presentation of a doctor's certificate verifying such illness or injury, draw upon accumulated Sick Leave to cover the period-and have their Annual Leave restored by an equal amount of time.

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8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees will contact the Safety and Security Office to verify their status no less than weekly unless their leave is converted to long term health leave, at which time employees will comply with the provisions of Section I of this article.
10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

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### SECTION C: Long Term Health Leave

Any employee who is absent from his/her assignment for more than ten (10) days will be tentatively designated to be on a Long-Term Health Leave, pending receipt of Long Term Health Leave application forms and any required medical certification. Health leave with or without pay will run concurrently with leave covered by the FMLA and/or Washington State law.

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1. An employee who is or expects to be unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such leave, if approved, may be granted for up to a maximum of one (1) year, pending medical certification. The District will notify the employee and Union in writing (or electronically) when Long Term Health Leave is approved or denied.
2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.
3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.
4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave, plus a twenty-five (25) days 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

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it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.

5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of Nutrition Services and Human Resources. Partial leaves for health reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

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#### SECTION D: Child Care Leave

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1. In addition to the child care provisions contained in Section XV-C (i.e., Sick/Emergency Leave), Child Care Leave, without pay, may be granted for a period of one (1) year immediately following the period of physical disability (childbearing leave) or adoption and shall be inclusive of rights under the FMLA and/or Washington State law.
2. An employee requesting to return from Child Care Leave must submit a written request to return with Human Resources at least sixty (60) days prior to the termination of the Child Care Leave. An employee requesting to return to duty may be assigned to an appropriate, available position.
3. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Increment credit shall not be granted for the period of time during Child Care Leave.
4. Male and female employees are eligible to receive Child Care Leave without pay.
5. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
6. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.

#### SECTION E: Adoption Leave

1. Adoption Leave shall be granted, with pay, on a temporary basis upon application to the Human Resource Department to either or both parents in order to complete the adoption process, providing such leave does not exceed an aggregate of seven (7) days in any given year.
2. Adoption Leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

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SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave, with pay, will be granted, for each occurrence of death in the employee's immediate family, provided that the employee provides the appropriate documentation.
2. In cases where emergency factors, long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave, with pay. Such requests must be pre-approved by the employee's manager or director.
3. For the purposes of this section immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who is living with, or considered part of the family. If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the employee's manager or director the reason(s) why this person is considered part of his/her family in advance of taking the leave.
4. Except as stated in F-2 (above), Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

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SECTION G: Religious Observance Days

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1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days annual leave per year for that purpose; provided that prior to utilizing Annual Leave for the purposes of religious observance, the employee, in writing to his/her area supervisor, identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.
2. When Annual Leave is utilized for the purpose of religious observance, in accordance with the provisions of 1 above, the affected employee may request 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.

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SECTION H: Injury While on Duty

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1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. Absences due to an injury incurred on or around School District premises in the course of the employee's employment, or as direct result of the employee performing his/her duty, shall be compensated without loss of Sick/Emergency Leave.
3. Medical Aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington, provided:

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- a. The employee shall promptly submit a Workmen’s Compensation Claim with the assistance of the appropriate District office; and,
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred twenty (120) working days per new claim, appropriate to his/her 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 twenty (120) working days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After one hundred twenty (120) working days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.
4. Any dispute(s) pertaining to the provisions of 3 above are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as the grievance procedure in Article XVIII.
5. Eligible employees have the option to pay their share of normal PERS contributions to the District as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District’s normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.
6. ON THE JOB INJURY PREVENTION COMMITTEE: A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:
- a. Monthly Sharing of Information to 609 relating to the status of employee’s that have open injury claims.
  - b. Both parties recognize that it is in the best interests of employees and the District to have employees return to work and that light duty should be used as a means to help employees return to work, where appropriate. All steps will be taken to identify and assign light duty options for 609 members who have been injured on the job. Light duty options will be identified for employees that have been medically cleared to participate in light duty work and work is available that meets the physical restrictions as specified by the medical provider. All appropriate light duty options will be explored with

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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.

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7. Employees are entitled to bid or apply and be considered for promotions awarded during periods of time loss or "light duty. Employees awarded promotions while on time loss shall be compensated at the rate for their new position effective the date of the promotion. OJI compensation will be based on the rate for the employee's original position.

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8. Employees may be relieved for necessary medical or therapy appointments during light or full duty when the appointment cannot be reasonably accommodated outside of work hours. Such hours are compensated without reductions to employee sick leave.

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**SECTION I: Annual Leave**

- 1. All employees shall receive annual leave pay at the rate of ten (10) days per year prorated upon scheduled work hours.

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2. Earned Annual Leave shall be paid to employees upon separation. An employee will be allowed annual leave pay only for the amount accrued to that date.
3. No Annual Leave can be taken before earned.
4. 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 maybe taken as Annual Leave before retirement.

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#### SECTION J: Jury Duty/Court Proceedings

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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 Safety and Security Department and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.
2. 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.

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#### SECTION K: Personal Leave

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1. Personal leave, with pay, shall be available for all employees for hardships or other pressing needs. It is granted in circumstances requiring absence during working hours for the purpose of attending to personal or legal business, or family matters.
2. A maximum of two (2) days non-accumulative personal leave per year becomes available on the first working day of the school year, provided that:
  - a. New employees hired between January 1 and May 1 are granted one (1) day for that school year; and,
  - b. New employees hired after May 1 shall not be granted Personal Leave for that school year.
3. Leave is granted subject to the following conditions:
  - a. The situation must be suddenly precipitated, or be of such a nature that preplanning could not have eliminated the need for the leave.
  - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.

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- c. The employee must complete a Seattle School District Employee Leave Report and submit it to his/her immediate supervisor for signature as part of regular administrative process.
- 4. The procedure for obtaining personal leave is as follows:
  - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
  - b. The employee must give notice for such leave to the principal or supervisor as far in advance as possible.
  - c. Prior to, or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor, the Employee Leave Report form for signature and administrative process.
- 5. Some examples of matters that may be judged to qualify for personal leave are as follows: illness in the immediate family; court appearance or hearing involving the employee's personal interests; birth of a child in the family; extensions of Bereavement Leave by reason of special circumstances, i.e., travel distance, etc.; funeral of close friend or relative not included in Bereavement Leave; travel conditions - local (snow, accident, breakdown); emergency to property (flooding, storm, fire, etc.).

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**SECTION L: Military Leave and Service Credit:**

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- 1. Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act and/or applicable Washington State law.
- 2. Military training duty of up to fifteen (15) days per year will be granted with pay for reservists ordered to active training duty. Such reservist shall sign over the military reserve check to the District and the employee shall be paid his/her normal pay check. The employee shall provide appropriate advance notice to the employer of his/her release for active duty for training. This benefit shall apply only to FTE employees.

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**SECTION M: Long-Term Leave Without Pay (not for health reasons)**

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Long-Term Leave Without Pay may be granted at the discretion of the District, without pay or benefits and subject to the following conditions:

- 1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) full and consecutive years with the District immediately preceding the leave request.
- 2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or the next available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.

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- 3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay regardless of whether the leave is less than the employee's regularly assigned FTE.
- 4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 15 or the next available business day, if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
- 5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
- 6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
- 7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s). Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.

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**ARTICLE XVII: DISCIPLINE & INVESTIGATION PROCEDURES**

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**SECTION A: Discipline**

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employees shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and /or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.
- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meeting which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the Administrative Leave procedure shall be adhered to. See Memorandum of Understanding on page 57 of this document.
- D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-Harassment and Anti-Retaliation.

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**SECTION B. Investigation Procedures**

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- 1. Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.

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2. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. To be empowered, supervisors require adequate training on appropriate investigation procedures and due process.

**ARTICLE XVIII: GRIEVANCE PROCEDURE**

**SECTION A: Definition**

The term "grievance" as used in this Agreement shall mean a claim filed by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

**SECTION B: Provisions**

1. The adjustment of grievances shall be accomplished as rapidly as possible.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.
3. At each step, failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
5. The Union shall be responsible for moving grievances beyond the informal step.
6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.
7. If a grievance has not been adjusted to the Unions satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.
8. Grievances at steps 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.
9. If a grievance has not been adjusted to the Unions satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.
10. The Union may include at any step in this process any witness who is willing to participate.
11. Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.
12. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

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13. A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

SECTION C: Procedure

1. **INFORMAL STEP:** A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.
2. **STEP 1:** If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.
3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).
4. **STEP 2:** If the grievance has not been adjusted to the Union's satisfaction after the formal conference at Step 1 or an alternative dispute resolution process, the Union may request a Step 2 grievance conference by presenting a Grievance Review Request form to the Department of Labor Relations. The District shall have ten (10) working days to schedule a conference with the Director of Labor Relations, Assistant Superintendent or designee and ten (10) working days following the Step 2 conference to provide a written response.
5. **STEP 3:** If the grievance is not settled to the Union's satisfaction in accordance with the forgoing procedure, the grievance may be submitted to final and binding arbitration within fifteen (15) working days of the decision issued at Step 3 or the conclusion of an alternative dispute resolution process. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator, either party may request arbitration through PERC.
  - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the

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1. The meeting will include a neutral third party and the affected parties.¶

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employee, wholly or partially, for any salary lost.

b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.

c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the Union.

d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests

e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

**ARTICLE XIX: IDENTIFICATION CARDS**

At the beginning of each school year, each employee shall be issued an identification card which is to be visibly worn during working hours.

**ARTICLE XX: ASSIGNMENTS**

**SECTION A: School Year Assignments**

1. The Union recognizes that under the Management Rights provision in Article V(A)(1), that the District has the inherent and traditional right to transfer employees.

2. The Union recognizes that the District may reassign any school security specialist based on a reasonable stated reason at the end of a school year, but before the start of the next school year. The District's Manager of Safety and Security shall have final authority to reassign school security specialist staff. Such reasonably stated reasons include, but are not limited to the need to rebalance a school team with certain employee strengths, requests made by building principals, and requests made by school security specialists.

3. The District and Union recognize that school security specialist will only be reassigned during the school year if proper cause exists for such a transfer, which include but are not limited to judgment decisions made by the Manager of Safety and Security after consultation with the union that security specialist is not working well as a team, to balance staff, or because of employee resignations or other separations from the District. When moves take place mid-year, the District agrees to move the least senior person at the school, absent extenuating circumstances.

4. The Manager of Safety and Security will take into consideration principal staffing recommendations. Additionally, for end of the year transfers, the Manager for Safety and Security will allow staff to fill out preferences forms, indicating their work assignment preferences. If for any reason a security specialist does not complete the end of year checkout, including equipment return and turning in an assignment preference form the Manager of Safety and Security or his or her

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6. STEP 4: If the grievance has not been adjusted to the grievant's satisfaction after the formal conference at Step 2, and the parties have not agreed to the process (Section C-5) above, the grievance may be submitted to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules of the American Arbitration Association (AAA).

a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this agreement. In the case of disciplinary action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. He/she may at his/her discretion award back pay to compensate the employee, wholly or partially, for any salary lost.

b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue this decision within thirty (30) days after the conclusion of testimony and argument.

c. The fees of the arbitrator, the cost of transcription, and other necessary general costs shall be shared equally by the District and the employee or Union.

d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests.

SECTION D: Supplemental Conditions

1. 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 grievant and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the

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designee will follow up once as a reminder prior to assignment decisions being made. Notwithstanding any stated assignment preference or lack of an assignment preference, the District's Manager of Safety and Security shall have final authority to reassign school security specialist staff for any reasonable stated reason.

**SECTION B: Summer School Security Specialist Assignments**

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1. Employees who are interested in part-time hourly positions as School Security Specialist should contact the Manager of Security to have their names included on the ongoing program list. An updated copy of the list will be forwarded to the Union upon request. Requests should be filed no later than May 1<sup>st</sup> each year.
2. The employees who meet minimum qualifications will receive priority consideration in seniority order for available openings.

**SECTION C: Summer work outside of the bargaining unit**

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1. Employees who are interested in working in hourly positions as custodians and gardeners or 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 1<sup>st</sup> (March 1<sup>st</sup> for the 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 custodian positions will first be offered to qualified Local 609 represented school year employees.
  - b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary gardener and custodian positions will be first offered to qualified Local 609 represented school year employees.
2. In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
  - a. Staff must meet minimum qualifications for the position;
  - b. Previous experience in the desired position
  - c. District seniority (tie-breaker)
3. Staff who work in supplemental positions will be subject to review by the evaluation process.

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**ARTICLE XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION**

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**Section A: Performance Evaluation**

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1. All employees will be evaluated by the security manager, with input from the building principal or designee.
2. Newly hired employees and/or employees who have been rehired shall complete at least a seventy-five (75) working day probationary period. During the probationary

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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.
  - c. If the evaluations are average or better, the employee will be placed on regular status; and, at the time, seniority will be granted retroactive to the employee's starting date, which shall be adjusted to reflect any break in service for employees who have been rehired after voluntarily leaving employment with the District.
2. Assigned employees shall be evaluated annually.
  3. Employees shall be provided a copy of their annual job performance appraisal.
  4. The Job Performance Evaluation form for School Security Specialists 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 prior to submission to the Safety and Security Department.
  5. Whenever it is determined that the employee is performing at a below average level, such that an upcoming increment may not be granted, the supervisor shall give prompt written notice to the employee, identifying the areas in which performance must be improved to qualify for the upcoming increment. The Union shall be provided with a copy of such notice.
  6. Employees who are performing in such a manner that their annual evaluation rating may be categorically lower than the immediately preceding evaluation, shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating.

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#### SECTION B: Corrective Action

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1. The appropriate supervisor or supervisory designee will be primarily responsible for implementing and carrying out a corrective action program for employees who have been placed on probation during the regular evaluation process.
  - a. When an employee is placed on probation or reinstated probation, the Union will receive a copy of the probationary letter. This letter will identify the employee's specific:
    1. Actions which necessitated probation;
    2. Areas for improvement and the disciplinary action which will result if improvement is not made;
    3. Term of probation; and,
    4. A program for monitoring performance during that period.
  - b. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

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**ARTICLE XXII: TRAINING**

**SECTION A: Purpose**

The parties agree that training is encouraged and makes for good, sound management. The parties also agree that training is an on-going program and must be planned.

**SECTION B: Mandatory Training**

1. Mandatory in-service training may be scheduled, conducted or contracted for by the District.
2. Mandatory in-service training may be conducted during regularly scheduled work hours or at times not regularly scheduled as work hours.
  - a. When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly assigned duties.
  - b. When such classes are conducted outside regularly scheduled work hours, participants shall be compensated in accordance with the Fair Labor Standards Act.
3. In the event that non-avoidable\*\*\* circumstances make it impossible to attend the mandatory training:
  - a. The employee shall inform the Manager of Safety and Security Department as soon as the non-avoidable circumstance becomes known.
  - b. The employee shall present a plan to the Manager of Safety and Security Department that will show how the mandatory training will be completed by August 31st of same school year. c. If both the direct supervisor of the Manager of the Safety and Security Department and the Business Manager of Local 609 agree that the circumstances are non-avoidable, that notice was given as soon as possible, and that the plan is completed, the increment will be granted.
4. Employees who do not satisfactorily complete (as determined by the instructor) the mandatory training will not be eligible for the next Performance Evaluation Increment. Employees who do not participate in mandatory in-service shall be subject to disciplinary action. The District will not be responsible for offering, providing, nor will it accept, or recognize training that the District has not specifically approved for the purposes of this section.

**SECTION C: Voluntary Training**

Voluntary training for educational advancement on the salary schedule (item XII-A-4) shall be determined/approved by the Joint Labor Management Voluntary Training Committee (Section XXV-A).

\*\*\*Non-avoidable means that it is more than inconvenient. For example, the death of a parent or hospitalization of the employee are non-avoidable. Pre-paid trips, social commitments, alternative jobs and the like are avoidable.

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Voluntary training courses for asterisk positions will be reviewed and approved separately by the Voluntary Training Committee in light of expanded responsibilities.

**ARTICLE XXIII: EMPLOYMENT RECORD**

A. Materials placed in employee's personnel file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the employee's knowledge. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.

B. Materials, as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.

C. Documents referred to in A and B above will become a part of the employee's personnel records for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. Sustained or uncontested discipline for egregious conduct (sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.

D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreement by the employee with the appropriateness of the content of the materials in his/her personnel file may be a matter to be pursued through the grievance procedure.

E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.

F. The District will release employment record data as required under a court order or under the Public Records Act. Prior to the release of employment records the employee will be notified and be given an opportunity to review the records to be released. Private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

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**ARTICLE XXIV: LIABILITY COVERAGE AND HOLD HARMLESS**

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A. The District shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance of duties provided such employee was acting within the scope of employment and provided that the District shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the District or in connection with acts or omissions outside employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; provided that the employee 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.

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**ARTICLE XXV: SUPPLEMENTAL EMPLOYMENT STANDARDS**

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A. The District agrees to comply with all applicable provisions of the State of Washington Supplemental Employment Standards adopted pursuant to the authority of Chapter 49.12 RCW as amended by Chapter 16, Laws of 1973, 2nd Extraordinary Session.

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B. Preservation of Order:

The District shall make every reasonable effort to provide a safe and healthful environment for students and employees. The District will call upon other agencies such as the police, the courts and social services to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the District agrees to the following provisions:

1. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with the real or personal property which lawfully is in his/her possession, in the possession of another employee or student, or upon school premises.

2. Reporting Procedures:

a. an employee shall immediately report any assault suffered by him/her in connections with District employment to his/her building principal/program manager and cooperate fully in the completion of written and oral reporting procedures consistent with Article XVI, Section H. This does not preclude and employee calling 911 prior to notifying the District.

b. Any employee involved in the investigation and reporting of assaults, injuries, or other safety-related investigations shall comply with any request for information in his or her possession that relates to the assault of the persons involved.

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C. Information provided to school administrators about student conduct including threats of violence, harm to employees, sex crimes, juvenile court records, etc. shall be disclosed to school security in accordance with RCW 28A.320.128 (2002) and RCW 9A.44.130.

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**ARTICLE XXVI: LABOR MANAGEMENT COMMITTEE**

A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least every other month, for the purpose of discussing, approving, and/or proposing resolutions to:

1. Issues or problems of District policy which affect the bargaining unit.
2. Issues or problems related to contract administration, other than formal grievances which are being processed.
3. Other matters of mutual concern.
4. Either party may place an issue on the agenda.

B. Monthly the Union and Labor Relations Department will meet to discuss pending grievances and complaints. A chart of pending grievances and complaints shall be updated and transmitted to the Union at least five (5) work days prior to the monthly meeting. Meetings may be cancelled by mutual agreement.

C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

**SECTION A: Voluntary Training Committee**

1. A Joint Labor-Management Voluntary Training Committee consisting of no more than three (3) members from the Union and no more than three (3) members from the District will meet to identify approved voluntary training courses, approve voluntary training courses, certify satisfactory completion of approved voluntary training courses, and certify the accumulation of the required number of voluntary training hours per year for eligibility for Educational Advancement salary increments. Courses must be pre-approved for credit by the Committee before an individual (or group) attends or no credit will be given.
2. The Committee shall elect a chair and make decisions by consensus, if possible.
3. In the event that the Committee cannot make decisions by consensus, then a majority vote will determine the outcome.
4. In the event that a majority vote is not obtained, the Manager of Safety and Security shall, after consultation with the Business Manager of Local 609, appoint one person to join the Committee, discuss the issues, and cast the deciding vote.

**ARTICLE XXVII: JOB DESCRIPTION**

In the event the District plans to materially (substantially) change a job description, or creates a new job description which includes work duties traditionally performed by bargaining unit members, it shall contact the Union. The District shall supply the Union with a copy of the proposed changes or new job description. Prior to adopting any changes, it shall allow the Union fifteen (15) work days to respond. The Union may respond either orally or in writing. If material (substantive) changes are made to a job description, or a new job description created which includes work duties traditionally performed by bargaining unit members, the Union may request to bargain with the District over salary for that particular job. The salary and job classification

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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 XXVIII: DISTRIBUTION OF AGREEMENT**

- A. As soon as possible, a master copy of the Agreements entitled “Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Local No. 609C” as revised, shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.

**ARTICLE XXIX: TERM AND RENEGOTIATION OF AGREEMENT**

- A. ~~The terms contained in this Agreement shall be effective when signed by both parties and run through August 31, 2020.~~
- B. ~~On or before May 1, of the final contract year, the parties shall meet to identify and discuss issues each intends to present in bargaining. On or before June 1 of the final contract year, the parties shall exchange all written proposals for negotiations of a successor Agreement to take effect upon expiration of this Agreement. Negotiations will be conducted at times mutually agreeable to the negotiators named by each party.~~

**ARTICLE XXX: NO-STRIKE CLAUSE**

- A. The District will not lock out its employees and the Union will not cause or encourage its members to engage in any strike or other work stoppage.
- B. The Union will not cause or encourage its members to refuse to cross any picket line except those which have received the authorized sanction of the King County Labor Council.

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Deleted: This agreement shall be for four (4) years effective when signed by both parties and run through August 31, 2017. This Agreement contains all the agreements, rights, and duties of both parties and may be modified only with the written mutual consent of the District and the Union. 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.

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DIVISION LEAD TACTICAL SPECIALIST\*  
609 C3 (202 Day)  
2017-18 Salary Schedule (SS4)

APPENDIX A3

<u>Increments</u>	<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	<b>Base</b>	<b>28</b>	<b>56</b>	<b>84</b>	<b>112</b>	
<u>Annual</u>	<u>\$55,109.73</u>	<u>\$57,011.96</u>	<u>\$58,987.35</u>	<u>\$61,035.90</u>	<u>\$63,157.62</u>	
<u>Monthly</u>	<u>\$5,510.97</u>	<u>\$5,701.20</u>	<u>\$5,898.74</u>	<u>\$6,103.59</u>	<u>\$6,315.76</u>	
<u>Hourly</u>	<u>\$34.10</u>	<u>\$35.28</u>	<u>\$36.50</u>	<u>\$37.77</u>	<u>\$39.08</u>	

\*Base step is 10% higher than highest rate, Security Specialist  
includes School Operations Coordinator effective 8/1/2013.

Effective 9/1/17 with 3.0% negotiated increase

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## IUOE LOCAL 609 GRIEVANCE REVIEW REQUEST

**DESTINATION:**

- Employee & Labor Relations
- Facilities Supervisor/Director
- Grievant
- Local 609

Seattle School District #1

**GRIEVANCE NUMBER:**

SSD#:

Local 609#:

<b>Grievant:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Submitted:</b>
<b>Supervisor:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Resolved:</b>

**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:

<b>Grievant's Signature:</b>		<b>Date:</b>	
<b>Informal Hearing Date</b>	<b>Was Union Rep Present At Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>
<b>Supervisor's Name</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>
<b>Step I Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>
<b>Manager/Designee Signature</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>
<b>Step II Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>
<b>Superintendent/Designee Signature</b>	<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>

**APPENDIX B**

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**APPENDIX C**

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**EXTRA TIME/OVERTIME MATRIX – SCHOOL SECURITY SPECIALISTS**

Need	Student Support for Assigned School (Regular School Year) Security Specialist only	Centrally Sponsored Meetings or Events (Regular School Year)	Centrally Sponsored Meetings or Events (Summer)	Building Watches (All year)
Examples	Sports, Social Events, PTSA	JSCEE Events, School Board and Public Meetings <u>and Events</u> at Buildings	JSCEE Events, School Board and Public Meetings <u>and Events</u> at Buildings	Fire Watch, Intrusion Watch, Building Threats
Priority for Assignment	Building Security Specialist	Central Security Staff	Security Specialists volunteering for Summer Work (excluding Summer School)	Alarm Office
More than 72 Hours	Rotation by Building Security Specialist Departmental Seniority	1st - Rotation by Central Security Specialist Departmental Seniority 2nd - Rotation by Building Security Specialist Departmental Seniority 3rd - Alarm Response Extra Time	1st - Rotation by Security Specialist Departmental Seniority (Extra Time) 2nd - Rotation by Security Specialist Departmental Seniority (Over Time) 3rd - Alarm Response Extra Time	1st - Extra time by Alarm Seniority (Rotating) 2nd - Extra Time by Security Specialist (Rotating) 3rd - Overtime by Alarm Seniority (Rotating) 4th - Overtime by Security Specialist (Rotating)
72 hours to 24 hours	Rotation by Building Security Specialist Departmental Seniority	1st - Rotation by Building Security Specialist Departmental Seniority 2nd - Rotation by Building Security Specialist Departmental Seniority 3rd - Alarm Response Extra Time (Seniority Rotation)	1st - Rotation by Security Specialist Departmental Seniority (Extra Time) 2nd - Rotation by Security Specialist Departmental Seniority (Over Time) 3rd - Alarm Response Extra Time	1st - Extra time by Alarm seniority 2nd - Extra Time by Security Specialist 3rd - Overtime by Alarm seniority 4th - Overtime by Security Specialist 5th - Custodial
Less than 24 hours	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	1st - Extra time by Alarm Seniority 2nd - Overtime by Alarm Seniority 3rd - Rotating Security Specialist Hotlist

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**APPENDIX D**  
**AGREEMENT REGARDING DISTRICT GROUP INSURANCE**  
**CONTRIBUTION FOR CLASSIFIED EMPLOYEES OF THE DISTRICT**  
**2013-2017**

The District will budget an amount per month per eligible classified employee of the District (hereinafter "employee")\* for District contributions toward payment of premiums of District-approved group insurance programs from 9/01/2013 through 8/31/2014, 09/01/2014 through 8/31/2015, 09/01/2014 through 08/31/2015, and 09/01/2015 through 8/31/2016 (hereinafter 2013-2014, 2014-2015, 2015-2016, and 2016-2017 respectively). The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, to the employees whose coverage exceeds the budgeted amount. The District and Local 609 agree as follows:

a. - For 2013-2014, the District shall budget per month, per employ, based on the State monthly allocation figure for insurance benefits.

b. - For the period of each month, 9/2013 through 12/2013 like District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.

c. - Based on 12/2013 payroll, the District shall determine the total budgeted amount for 2013-2014, which shall be based on the employees employed as of 12/01/2001. Also, based on the 12/2013 payroll, the District shall determine the total projected expenditure of funds in 2013-2014, taking into account (a) actual contributions made by the District for the period from 9/2013 through 12/2013, (b) projected contributions to be made at the budgeted contribution rate for the balance of 2013-2014, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.

d. - For the periods of each month, 01/2014 through 08/2014, the unutilized amount (position difference), if any, between the total budgeted amount and the total projected expenditures will be divided on an equitable basis in pay periods between 01/01/2014 and 08/31/2014 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the amount necessary to pay for District-approved insurance programs selected by that individual.

e. - In order to avoid overspending the total budgeted amount stat (...

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**APPENDIX D**

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**CENTRAL PENSION FUND  
OF THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
AND  
PARTICIPATING EMPLOYERS**

During the continuance of this agreement, the District shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the bargaining unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said pension fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum and the effective date for payment of any said sum is defined and set forth on the following basis:

Effective September 1, 2006, pay an hourly sum of sixty cents (\$.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

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The District and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for each fund, as of September 7, 1960, establishing the Central Pension fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

The Employer and Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating each said fund. The Employer and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement

This Appendix may be modified during the term of this Agreement if there is written agreement to do so signed by both parties. The Union's membership may alter after the amount to be deducted no more than once per year with District consent. Any mutually agreed upon change in the amount to be deducted from each employee's negotiated wages must apply to and be approved by all Local 609 Bargaining Units.

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**2017-2020**

**MEMORANDA OF UNDERSTANDING**

**between**

**SEATTLE SCHOOL DISTRICT NO. 1**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL NO. 609-C**

**(School Security Specialists)**

**Includes**

**Summer Employment**

**Video Surveillance**

**Discrimination, Retaliation and HIB Complaint Investigation Process**

**Non-Retaliation**

**Immigration**

**Harassment and Discrimination Investigation Procedures**

**On the Job Injury Prevention Committee**

**Administrative Leave Procedure**

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING SUMMER EMPLOYMENT  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609C  
~~2017-2020~~**

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This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 (District) and the International Union of Operating Engineers, Local 609 (Union), representing School Security Specialists. The parties have agreed that the provisions set forth herein shall expire on August 31, 2017. The agreements between the parties are as follows:

1. The District and the Union will work together to maximize summer employment opportunities for employees represented in this unit.

To the extent that this MOU conflicts with any provisions of the Collective Bargaining Agreement in effect between the parties, the agreements set forth in this MOU shall control and any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this MOU.

\*This MOU is considered signed when the cover page of the Agreement is signed

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**MEMORANDUM OF UNDERSTANDING**

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**CONCERNING VIDEO SURVEILLANCE**

**BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND**

**INTERNATIONAL UNION OF**

**OPERATING ENGINEERS LOCAL 609**

**2017-2020**

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This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

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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 Manager of Safety and Security. 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

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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.

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**MEMORANDUM OF AGREEMENT BETWEEN IUOE LOCAL 609  
AND SEATTLE SCHOOL DISTRICT No. 1  
AGREEMENT REGARDING DISCRIMINATION, RETALIATION,  
AND HIB COMPLANT INVESTIGATION PROCESSES**

**I. RECEIPT AND LOGGING OF COMPLAINT**

Formal Complaints of Discrimination, Retaliation, and Harassment, Intimidation, and/or Bullying filed with the Human Resources Department will be received and logged in the Labor and Employee Relations Division (LER). The log will record the date the complaint was received and how it was received, e.g. mail, email, telephone, in-person, fax, etc.

**II. INTAKE MEETING**

A representative from LER will attempt to contact the complainant/employee by telephone and/or email within seven days of receipt of the complaint to offer any needed assistance in completing the complaint form if not yet complete and/or to obtain any necessary information.

**III. ACKNOWLEDGEMENT OF COMPLAINT**

Within seven (7) days of receipt of the complaint, LER will email the complainant/employee and the designated representative of Local 609 acknowledging receipt of the complaint. This notification also will include:

- a. a general description of the allegations of the complaint;
- b. the name and contact information of the person assigned to investigate the complaint;
- c. the timelines associated with the anticipated completion of the investigation;
- d. the applicable District policies associated with the complaint and investigation;
- e. the process and timelines for any appeals of the decision regarding the complaint; and
- f. copies of the referenced District policies.

**IV. INTERVIEW SCHEDULING OF COMPLAINANT AND LOCAL 609 MEMBERS**

As soon as possible, ordinarily within seven (7) days of the acknowledgment of the complaint, an LER staff member will begin efforts to arrange an interview of the complainant. If the complainant desires union representation, the LER staff member will include the appropriate Local 609 representative in the scheduling of the interview. This interview will be scheduled at a date and time mutually agreed upon by all parties necessary to the interview. Similarly, if a witness in the investigation of the complaint is a Local 609 member and desires union representation in any interview, the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

**V. UPDATES TO LOCAL 609**

Once the interview of the complainant is completed, an LER staff member on a bi-weekly

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basis (every other week) will update the appropriate Local 609 representative on the status of the investigation. These updates may be provided by email.

**VI. FINDINGS/OUTCOME LETTERS**

At the conclusion of the investigation, a letter detailing the findings and the outcome of the investigation signed by the appropriate District official will be provided to the complainant and the appropriate Local 609 representative. This letter will be provided by email to the complainant and Local 609 and via regular U.S. mail to the complainant's home address on record with the District. This letter will include an explanation of the appeal rights available to a complainant under the District's policies.

**VII. CLOSE OUT MEETING**

After the conclusion of the investigation, the complainant will be offered the opportunity to have a "close out meeting" with the appropriate member(s) of the LER staff. This notice will be provided to the complainant via email, with cc to the appropriate Local 609 representative, within seven (7) days of the date of the Findings/Outcome letter. If the complainant desires to have union representation at this meeting, an LER staff member will coordinate the scheduling of this meeting with the complainant and the appropriate Local 609 representative. At this meeting, the LER staff member(s) will attempt to answer questions about the process of the investigation and the ultimate decision-making regarding the complaint, as well as options for the complainant in addition to appeal right

**VIII. THE TERMS OF THIS AGREEMENT PREVAIL**

The parties agree that the terms of this Agreement prevail over any conflicting or contradictory terms that may exist in any prior Memorandum of Understanding and/or Settlement Agreement.

This Agreement made and entered into this 19<sup>th</sup> day of April 2017.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 609  
NON-RETALIATION  
2017-2020**

The District and Local 609 agree that claims of retaliation for exercising collective bargaining agreement and statutory rights must be discussed promptly. To accomplish this objective, the District and Local 609 agree as follows:

Local 609 may contact the Director of Labor Relations and request a meeting to discuss the alleged retaliatory behavior between a Local 609 represented member and a building principal. The Labor Relations Department will schedule a meeting between the Education Director, the Principal, a local 609 representative, and if needed, the Labor Relations Director or designee. Failure to schedule a meeting is considered a grievable issue under the grievance provisions contained in the District/Local 609 CBAs.

For purposed of this MOU, the purpose of any meeting is to discuss alleged retaliation that is based on collective bargaining statutory rights and district/Local 609 collective bargaining agreements.

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SEATTLE SCHOOL DISTRICT NO.1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 609  
CONCERNING CHANGE OF IMMIGRATION STATUS**

**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective concurrent with Collective Bargaining Agreement.

Statement of Intent

The intent of this MOU is to offer support to employees who are legal workers but who must comply with immigration processes and/or attend to immigration challenges. It is understood that falsification of an application, I-9 form, or other hiring document may be grounds for discipline including termination and that termination for falsification of any such documents will eliminate any right to reemployment under this MOU or the collective bargaining agreement.

Notification to Union

If the District is advised that an employee who has completed his or her probationary period faces a challenge to his or her right to work in the United States, or that the INS is performing an immigration audit or initiating an investigation, or when the District receives a "no match" letter from the Social Security Administration, the District will advise the employee that he or she may have union representation and upon the employee's request notify and meet with the Union to discuss the issue. Whenever possible, this meeting shall take place before any action by the District is taken.

Time off

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to INS proceedings and any related matters related to the employee only. The District may request verification of such leave.

Reemployment Within 12 Months

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer reemployment to an available open position similar to that vacated, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the

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[2017-2020 Collective Bargaining Agreement](#)  
[SSD/IUOE Local 609C-School Security Specialists](#)

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employee providing proper work authorization within 12 months from the date of termination.

#### Reemployment within 24 months

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer employment to an available open position similar to that vacated, as a new hire, without seniority, and subject to a new probationary period, upon the employee providing proper work authorization within an additional 12 months from the date of termination.

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS LOCAL 609**  
**CONCERNING HARASSMENT AND DISCRIMINATION INVESTIGATIONS**  
**2017-2020**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

Seattle Public Schools (SPS) is committed to following its adopted procedures for investigating harassment and discrimination claims, as incorporated by reference into the SPS and International Union of Operating Engineers, Local 609 (Local 609) collective bargaining agreements. Accordingly, the parties have agreed to the following protocols for the processing and resolution of harassment and discrimination complaints:

1. All complaints received from SPS employees will be handled confidentially and only those SPS employees who have a “need to know” will be involved in the investigative process.
2. Correspondence to complainants will be handled confidentially and SPS will not use electronic mail or interoffice correspondence to communicate with complainants unless complainants state that they want to correspond via email.
3. SPS will use qualified investigators to conduct investigations of harassment and discrimination complaints. Investigators may be outside contractors or current SPS employees who are qualified to perform investigations.
4. SPS will not require a complainant to submit a complaint on a particular form, although complainants will be encouraged to use SPS’ standard complaint form.
5. Any Local 609 member filing a harassment and/or discrimination complaint with SPS has a right to be accompanied, assisted and/or represented by a Local 609 representative at any or all stages of the complaint and investigative process, including but not limited to interviews by the assigned investigator and meetings to discuss findings. If an employee requests union representation, SPS and/or the investigator will include a Local 609 representative in the meeting.
6. SPS will respond to complaints promptly and assign an investigator as soon as possible, ordinarily no later than one week from the filing of the complaint.

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7. When a complainant has requested Local 609 involvement, a Human Resources representative will meet with both the complainant and a Local 609 representative to discuss the complaint. At this time, either the complainant or Local 609 can outline any relevant information for the SPS investigator, including whether the alleged harasser or discriminating person has a history of complaints.
8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.
12. Labor Relations continues to provide oversight and advice in all investigations, regardless of who is assigned to investigate.
13. The District and Union share the interest in having low-level matters, as identified at the sole discretion of t5he District, investigated by the frontline manager or his/her supervisor. Frontline managers/supervisors that conduct investigations shall be empowered to resolve the matters at their level.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609  
CONCERNING ARTICLE XVII(C): DISCIPLINE**

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 and Seattle School District No. 1. This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between IUOE, Local 609 and the District.

The parties agree that Article XVII(C) will be applied as follows:

Administrative Leave Procedure: Local 609 Employees

The District has the discretion to place an employee on administrative leave when allegations have been made against the employee involving conduct that:

1. Directly or indirectly endangers staff or students (including, but not limited to, assault, sexual misconduct, threats to self or others, abuse, drug use, or alcohol use during school hours);
2. Has the potential to disrupt the educational environment; or
3. Has the potential to interfere with an investigation.

Employees *may not* be placed on administrative leave if their alleged conduct does not meet one of the criteria listed above.

1. Making the Administrative Leave Decision. The decision to place an employee on administrative leave will be made by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available). The District will provide the employee and Local 609 written notice of the allegations, and meet with the employee and a Local 609 representative (if the employee desires representation), prior to making the decision to place a Local 609 bargaining unit member on administrative leave.

a. Emergency Removal. The District reserves the right to forego this meeting if the nature of the allegations against the employee necessitates his or her immediate removal from the workplace. In such cases, the District agrees to meet with the employee and a Local 609 representative (if the employee desires representation) to discuss the decision to place the employee on administrative leave on the following business day. Building administrators will be advised that if they believe a staff member should be placed on administrative leave, they should contact the Assistant Superintendent, Human Resources and the Local 609 member's Department Director/Manager (or their designees, if the Assistant Superintendent, Human Resources and/or Department Director/Manager is not available).

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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 prior to the end of the 2013-14 school year.¶

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BY AND BETWEEN¶

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b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30 day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.

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3. Administrative Leave is Not Imposed As Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.

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4. Employee Rights on Leave. At the time the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal belongings, and (5) that s/he can get periodic updates on the status of his or her leave.

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5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.

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- 6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.
- 7. Witness Interviews. Local 609 bargaining unit members interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location that is convenient for them. Local 609 bargaining unit members may bring a Local 609 representative or other individual of their choice to the interview(s), so long as the investigation does not pertain to the representative or individual. The individual conducting the interview(s) shall identify him or herself and explain the purpose of the interview.
- 8. Status Reports. The Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) will provide the Superintendent and Local 609 with a list of Local 609 bargaining unit members currently on administrative leave and the length of the employees' leave on a monthly basis, by Friday of the first full working week of the month.
- 9. Agreement to Meet. The District and Local 609 agree to meet to discuss the status of a Local 609 bargaining unit member's administrative leave upon the request of either party, at a mutually convenient time and location.

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\*This Memorandum is considered signed when the Agreement is signed.

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[2017-2020 Collective Bargaining Agreement](#)  
[SSD/IUOE Local 609C-School Security Specialists](#)

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BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND¶  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 609¶  
CONCERNING ARTICLE XXIII(C): EMPLOYMENT  
RECORDS¶  
¶  
2013¶  
¶  
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.¶  
¶  
In accordance with Article III: Application of Agreement, the parties  
agree that Article XXIII(C): Employment Records will be applied as  
follows:¶  
¶  
Discipline—other than last chance agreements, sustained (or  
uncontested) discipline for egregious conduct (including sexual  
misconduct, sexual harassment, violent behavior and/or physical  
abuse) and discipline 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—will continue  
to become stale after three years, plus the work year in which the  
materials were added to the employee's personnel file;¶  
The District will not consider stale discipline when determining  
disciplinary action for Local 609 bargaining members; but ¶  
The District will not purge stale discipline from employee personnel  
files because of the November 2012 change to state records retention  
law.¶  
¶  
¶**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609**  
**(Alarm Monitors and Security Response Specialists)**

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**Includes:**

- 2017-2020 Collective Bargaining Agreement**
- 2017-2020 Memoranda of Understanding**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609**  
**(Alarm Monitors and Security Response Specialists)**

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Seattle School District Negotiating Team:

Local 609 Negotiating Team:

- Stan Damas
- Lorraine Wilson
- Pegi McEvoy
- Bruce Skowyra
- Teresa Fields
- Larry Dorsey
- JoLynn Berge
- Nate Van Duzer
- Mark McCarty
- Trina DeBiase
- Denise McElhinney
- Patricia Dorgan

- Mike McBee, Chief Negotiator
- David Westberg
- Jennifer Francis
- Rachel Buck

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Chief Negotiator¶  
Larry Dorsey . . . . . David Westberg¶  
Leslyn Jones-Petit¶  
Joe Paperman¶  
-

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In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_, day of March 2018.

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José Banda

Seattle School District No.1

International Union of Operating Engineers,  
Local 609

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Deleted: Dwayne Young

Larry Nyland,  
Superintendent  
Seattle Public Schools

Rachel Buck, President  
IUOE Local 609

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Clover Codd,  
Assistant Superintendent, of Human Resources,  
Seattle Public Schools

Dave Westberg, Business Manager  
IUOE Local 609

Mike McBee, Recording and Corresponding Secretary

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**  
**Alarm Monitors and Security Response Specialists**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT**

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**BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609**

(Alarm Monitors & Security Response Specialists)

**ARTICLE I: PARTIES TO THE AGREEMENT**

This Agreement is entered into upon the date it is signed by both parties. The parties are the Seattle School District No. 1 and Union Local 609, International Union of Operating Engineers, representing those employees of the Seattle School District No. 1 working in job classifications listed in Appendix A, B and C except those employees excluded by Chapter 41.56 RCW or rulings of the Public Employment Relations Commission.

**ARTICLE II: RECOGNITION**

- A. The provisions of this Agreement shall be applicable to the employees of the Seattle School District No. 1 as outlined above.
- B. The Seattle School District No. 1 recognizes the Operating Engineers Union Local No. 609 to be the sole and exclusive bargaining agent for its aforesaid employees and to be entitled to act for and to negotiate agreements covering all employees in the unit and to be responsible for representing the interests of all such employees, pursuant to law, Chapter 41.56 RCW as amended.
- C. When the word "District" is used, it refers to Seattle School District No. 1. When the word "employee" is used, it refers to a member of the bargaining unit referred to in Article I above. When the word "Union" is used, it refers to the International Union of Operating Engineers, Local 609.

**ARTICLE III: APPLICATION OF AGREEMENT**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article I shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.
- B. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to the bargaining provisions of Chapter 41.56 RCW as amended.

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- 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.

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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.

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The parties will meet and review settlement agreements on an annual basis no later than March 15.

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#### ARTICLE IV: AFFIRMATIVE ACTION

A. It is the policy of the District to employ persons on the basis of merit, training, and experience and that there shall be no discrimination against any employee or applicants because of race, creed, color, religion, marital status, national origin, gender, sexual orientation, economic status, age, or handicap except as may be permitted to meet a bona fide occupational qualification and the District shall comply with State or Federal laws as may pertain thereto.

B. In implementing the Affirmative Action program, the District shall recruit, employ, and assign personnel in conformity with State and Federal laws, rules, regulations, and directives.

#### ARTICLE V: MANAGEMENT RIGHTS

A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:

1. The right of the District to hire, terminate, suspend, transfer, promote, demote, or discipline employees for proper cause;
2. The right to establish standards, change, and direct the methods and processes of doing work, and to introduce different equipment and technology;
3. The right to determine the starting and quitting time and the number of hours to be worked within the limits of applicable State and Federal laws including, but not limited to the Fair Labor Standards Act; and,
4. The right to make and amend necessary written rules and procedures and to require their observance so long as they are not inconsistent with or in conflict with the provisions of this Agreement.

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B. The Union recognizes the District's right under Washington law to appoint its representatives for purposes of engaging in negotiations, including discussion of individual grievances, as provided for in the grievance process established in this agreement, complaints or concerns, regarding wages hours and working conditions with the Union. Accordingly, matters affecting wages hours and working conditions that the Union wishes to raise with the District shall be addressed to either with the member employee's immediate supervisor, if it is an individual situation, or the staff designated by the administrator responsible for the department, or the district's labor relations department. Both parties are expected to engage in effective problem solving to resolve the identified issues with civility and professionalism.

Deleted: It is expected that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems.

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C. CUSTOMER SERVICE MODEL. The District has adopted a customer service model for providing safety and security services to support the needs of schools and departments of the District.

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Deleted: 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.

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1. **Structure.** The Local 609 employees covered by this Agreement are employed by the Safety and Security Department (SSD) to provide security services for the needs of students, staff and community members in schools and departments of the District.

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2. **Service Expectations.** The types of services, and the level expected are defined in the Health and Security Department Manual Part 2 and other documents describing the services to be provided. They are to be communicated to the employees covered by this agreement as well as the customer representatives in the schools and departments to assure common understanding of expectations.

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3. **Communications.** Routine communication regarding coordination of service needs and service delivery within the established service expectations should occur with the customers. This would include communication about the scheduling or timing of needed services or special requests consistent with the scope of service. Such communication should also include the initial discussion of concerns about a service request or the quality or level of service provided. Whenever a question or concern is not resolved by such discussion to the satisfaction of either the customer representative or the Local 609 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the SSD. This is consistent with the expectation that lines of authority will be followed and that an employee will contact his/her immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor Relations Department and Union.

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4. **Supervision.** The Local 609 bargaining unit employees covered by this agreement are employed by the Safety and Security Department and supervised by a chain of command within that Department. The Chain of Command is as established by the SSD and communicated to employees covered by this agreement as well as customer representatives as needed. Supervisors and managers are defined for purposes of management decisions as administrative employees who are not members of the Union.

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5. **Evaluation.** Performance evaluation of Local 609 bargaining unit employees covered by this Agreement are to be conducted by the chain of command in the SSD in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the SSD in consultation with the Union.

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Deleted: Customer site representatives may provide input to the SSD regarding the performance of Local 609 members working at the customer's site.

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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.

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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.

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**ARTICLE VI: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP**

The District agrees that it will not interfere with the right of its employees to become members of the Union and will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of his/her membership in the Union.

**ARTICLE VII: UNION SECURITY/MEMBERSHIP AFTER EMPLOYMENT**

- A. In the employment of new or additional employees who would be represented by the Union, the District shall have the right to employ persons without regard to membership in the Union.
- B. Upon completion of the hiring process, the District shall provide to the Business Representative of the Union the name, address, and date of employment of all newly hired employees covered by this Agreement.
- C. It is agreed that all employees under this Agreement will become members of the Union after thirty-one (31) days of employment and maintain membership as a condition of continued employment unless an RCW 41.56 exception applies.
- D. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.

**ARTICLE VIII: PAYROLL DEDUCTION OF UNION DUES**

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments uniformly required of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56.110 RCW when they become Union members.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes and dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The Union hereby agrees that it will indemnify and hold the District harmless against any suit brought against the District on account of any check off of dues for the Union. The District shall promptly notify the Union of any such suit brought against it. The Union will not indemnify or hold the District harmless from any suit brought solely as a result of an error on the District's part. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

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**ARTICLE IX: COMMUNICATION RIGHTS AND PRIVILEGES**

- A. The Union shall have the right to post notices of their activities and matters of organization concern on bulletin boards in the employees’ work area.
- B. Authorized representatives of the Union may have reasonable access to its members in District facilities for transmittal of information or representation purposes before work, during regular breaks, or as long as the work of the District employees and services to the District are unimpaired. Prior to contacting members in District facilities, such authorized agents shall check in at the building office to be directed into the District facility,
- C. The Business Manager or designee is invited to participate as an observer in regularly scheduled or special meetings.
- D. The Union may designate one (1) employee as a steward for each ten (10) Bargaining Unit employees assigned to buildings. The Union will notify the District of the effective appointment date of a steward. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.

**ARTICLE X: LEAVE FOR UNION ACTIVITIES**

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) may be granted leave to attend the meetings and conferences subject to the procedure set forth in Section B below.

SECTION B: Procedure

- 1. Request for leave of any Union officer or member must be submitted in writing or electronic mail to the Human Resources Labor Relations Director with copy to Department Manager or designee, a minimum of five (5) working days before the leave is to take effect. If five (5) days’ notice is not possible (e.g., meetings with District personnel when less than five (5) working days’ notice is provided to the Union), notice shall be provided as soon as possible.
- 2. An officer or member of the Union who is granted a Union activity leave shall be paid the regular rate of pay as if he/she were on the job during the period of the leave. Upon receiving an invoice, the Union shall reimburse the District for all monies paid out to and on behalf of the Union officer or member during the period of the leave for Union activity.
- 3. The Union will be provided a pool of one hundred (100) substitute days per year of the Agreement consisting of fifty (50) days paid for by the District and up to fifty (50) additional days paid for equally by the Union and the District. The pool of days will be shared by the Operating Engineers Local No. 609-A (Custodial Engineers and Gardeners), No. 609-B (Food Service Workers), No. 609-C (School Security Specialists), Security Response Specialists and Alarm Monitors for the purposes of meeting with the District’s representative(s) to resolve grievances, to represent

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members and their interests with the employer or negotiate collective bargaining agreements.

- a. In situations where a substitute is not feasible due to the member's unique work skills (or a substitute is not available) to cover for the union member's union release time, the District will pay the employee's regular hourly rate for the union release time; however, such days will be counted against the combined substitute pool days on the same basis as if a substitute were utilized.
  - b. Where a substitute is not feasible due to the member's unique work skills, the district may request that the member be recalled to work at the district for situations mutually agreed upon by the district and union, in writing. When such member is recalled to work at the district, the member's union release on that day will not be charged against the pool of substitute days.
  - c. The pool of substitute days for union release time will not be charged for situations where the district has cancelled a scheduled meeting with less than one (1) workdays advance notice.
4. Should the Superintendent's office or other senior District representative (Director of Labor Relations, Human Resources, Facilities, etc.) require the assistance or attendance of any official of the Union the substitute, if needed, will be paid for by the District.

#### **ARTICLE XI: LEAVE FOR BUSINESS MANAGER AND FULL-TIME OFFICER**

##### **SECTION A: Provisions**

1. The Business Manager/Agent of the Union and one (1) full-time officer of the Union shall be provided full time leave for the term of such office, without loss of salary or fringe benefits subject to full pre-paid monthly reimbursement to the District by the Union.
2. The Union agrees to indemnify and to defend the District and its representatives and to hold each and all of them harmless from any and all claims, liabilities, or costs which arise out of entering into or enforcement of this section.
3. Leaving Office:
  - a. Upon leaving office, the Business Manager/Agent and/or the full-time officer must notify the District in writing within two (2) weeks if the Business Manager/Agent and/or the full-time officer wish to return to full-time District employment.
  - b. If such notification is given, the Business Manager/Agent and/or the full-time officer shall be entitled to resume employment duties on a mutually agreeable date in a position comparable to his/her previous position which includes seniority promotion for which he/she would be eligible as commonly made with the District.

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SECTION B: Salary and Benefits

1. The salary of the Business Manager/Agent and the full-time officer while on leave shall be set by the Union and the District agrees to pay a like amount to the Business Manager/Agent and full-time officer subject to full reimbursement in advance each and every month for all monies expended.
2. The District agrees to maintain accumulated sick/emergency leave, retirement, and seniority rights for the Business Manager/Agent and full-time officer during the period of the leave. The Union is responsible for keeping and submitting to the District monthly sick and annual leave records for employees on Union Leave status.
3. The Business Manager/Agent, full-time officer, and all other employees on Union Leave are specifically excluded from District liability coverage, and risk insurance, if any, for such liability must be provided for the Business Manager/Agent and full-time officer by the Union.
4. Employees who are injured while on Union Leave are not eligible for on the job injury supplements as provided in Article XVI Section H.

ARTICLE XII: WAGES AND EMPLOYEE BENEFITS

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SECTION A: Salary Schedule(s)

1. The 2017-18 Salary Schedules shall be shown in Appendix A, B and C.
2. During the 2018-19 school year, the base wage rates specified in Appendix A shall be improved by the increase in the consumer price index as provided by state law or three percent (3%) whichever is greater, unless the District is limited by state law to only the increase in the consumer price index.
3. During the 2019-20 school year the base wage rates specified in Appendix A shall be improved by the state-designated inflationary adjustment or three percent (3%), whichever is greater. If base wage rates were increased by less than three percent (3%) in 2018-19, the difference between the increase and three percent (3%) shall be added to the increase provided for in 2019-20.
4. These adjustments are subject to the following conditions:

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The increase will be in addition to the increments called for by XII-A-4 below.

a. Prior to effectuating the state-designated increases pursuant to 2, and 3 above, the District will consult with the Union concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of increases will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.

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b. In the event the State of Washington passes a salary funding reduction or other salary or benefit cuts for school district classified staff for the duration of this Agreement, the parties agree that further reductions will be imposed. Prior to implementation of reductions, the District will discuss with the

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Union, the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.

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4. Increments:

- a. FTE employees shall be eligible for an annual performance increment, subject to a “Satisfactory” or better evaluation (paragraph b below) until they reach the maximum step/lane of their salary class.
- b. Performance/Evaluation Increments:
  - 1. Regular employees who received a “Satisfactory” or better evaluation and satisfactorily complete (as determined by the instructor) all mandatory training sessions designated by the Safety and Security Department during the immediately preceding evaluation cycle shall be advanced one (1) increment on the salary schedule until the maximum increment is met.
  - 2. In the event that non-avoidable<sup>1</sup> circumstances make it impossible to attend the mandatory training:
    - a. The employee shall inform the Safety and Security Manager as soon as the non-avoidable circumstance becomes known.
    - b. The employee shall present a plan to the Safety and Security Manager that will show how the mandatory training will be completed by August 31<sup>st</sup> of the same school year.
    - c. If both the direct supervisor of the Manager of Safety and Security Department and the Business Manager of Local 609 shall agree that the circumstances are non-avoidable, that notice was given as soon as possible, and the plan to complete the training was completed, the increment will be granted.
- c. Voluntary training increments.
  - 1. Educational advancement increments for eligible employees are dependent upon the individual employee’s satisfactory completion of a minimum of twenty-eight (28) clock hours of approved voluntary training per year. Such training must be approved by the Joint Labor Management Voluntary Training Committee (see Article XXV, Section A) before the employee begins the training and acquired by the employee at no additional cost to the District.
  - 2. The Joint Labor-Management Voluntary Training Committee (see Article XXII) will allow an employee to "bank" up to twenty-eight (28) hours per year.

Deleted: e. - Prior to the 2016-17 school year, the parties agree to conduct a joint comprehensive compensation study and will meet to discuss the application of the salary survey. The parties agree that the results of the survey will be analyzed for application to the salary schedule and agree that the results of the salary survey will not necessarily be wholly applied in the 2016-17 school year. ¶  
f. In addition to the increases described in 2 above additional increases shall be applied noted below in 2014-2015: ¶  
¶ Alarm Staff: .05% ¶  
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<sup>1</sup> Non-Avoidable means that it is more than inconvenient For example, the death of a parent or hospitalization of the employee is non-avoidable. Pre-paid trips, social commitments, alternative jobs and the like are avoidable.

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- 3. The employee shall demonstrate that he/she has met the requirements of the Section to the satisfaction of the Joint Labor-Management Voluntary Training Committee.
- 4. Such demonstration will be made no later than August 31 of each year. In the event that this deadline is not met, no educational advancement increment will be granted.

4. Pay Procedures

a. Pay Day. Employees shall be paid on the first business day of each month. Electronic deposits to employee accounts or pay cards shall be made so as to be deposited to the employees account on the first business day of the month. Pay warrants (checks) are distributed through the US Postal Service and are mailed one (1) business day prior to pay day.

**Deleted:** a. Pay day shall be the first business day of each month. Pay warrants are distributed through the US Postal Service, and are mailed one (1) business day prior to pay day.  
 ¶  
 b. Employees are encouraged to participate in the Direct Deposit Program. Salary underpayment due to error shall be processed as soon as possible. Any salary overpayments shall be repaid as soon as possible.  
 ¶  
 c. Pay warrants, which have been sent to the employees' designated home address, via U.S. mail, and are not received by the employee, will be replaced within five (5) working days following the warrant date, provided that the employee completes the required forms.

b. Payment Methods. Both the District and the Union recognize that electronic deposits offer the advantage of avoiding paper warrants or checks being lost in the mail and are seen by many as a more convenient method of being paid. Direct deposit. Effective thirty (30) days following ratification of the agreement new September 1, 2018 employees will be paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.

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c. Pay Statements. The District and Union share an interest in employees having ready access to clear earnings statements. The District shall provide employee pay statements via U.S. mail. No earlier than October 1, 2018, the District may reopen this provision to address electronic delivery of pay statements.

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d. Payroll Error Corrections. The District will make every effort to modify its systems to enable payroll error corrections or other payments to be made via electronic deposit means as soon as feasible.

1. Underpayments. Underpayments of employee compensation will be processed as soon as possible upon the District being informed of the underpayment. Upon being informed of an underpayment the District will promptly inform the employee about when the corrected pay will be available. Unless the payment will be by electronic deposit the employee will be provided the option of personally picking up the pay warrant rather than having it mailed to their official address.

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2. Overpayments. Salary overpayments shall be repaid as soon as possible. The District will prepare documentation identifying the basis for and the amount of the overpayment and provide both to the union and the employee. It is recognized that significant overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule.

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3. **Lost pay warrants.** Pay warrants which have been sent to the employees designated home address, via US mail, and which are not received by the employee will be replaced as soon as possible following the date that the District received the fully complete required forms certifying such loss.

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SECTION B: Group Insurance Provisions

1. The District shall contribute toward premiums of District-approved group insurance programs for all eligible employees.

a. Eligible employees are defined as those who work three and one-half (3 ½) or more hours per day.

b. This contribution includes the premiums for the District-paid dental, life/long-term disability, and vision insurance plans.

Deleted: The District shall make available combined funds from State and local resources to contribute toward premiums of District-approved group insurance programs for all eligible employees participating in the programs.

Deleted: Eligible employees are defined as those who are employed in budgeted FTE positions of .5 FTE or greater.

Deleted: This contribution includes the premiums for the District-paid dental, vision and Life/Long-Term Disability insurance plans.

2. The District will budget an amount per month per eligible classified employee of the District for District contributions toward payment of premiums of District-approved group insurance programs from September 1 to August 31. The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, the employees whose coverage exceeds the budgeted amount. The District shall budget per month, per employee, based on the State monthly allocation figure for insurance benefits.

Deleted: Effective for periods beginning September 1 of each year of this Agreement, the District will budget per month per eligible employee based on State funding (the monthly support figure) for insurance benefits.

For the period of each month, September through December, the District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.

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Based on December payroll, the District shall determine the total budgeted amount for the year, which shall be based on the employees employed as of December 1. Also, based on the December payroll, the District shall determine the total projected expenditure of funds for the year, taking into account (a) actual contributions made by the District for the period from September through December, (b) projected contributions to be made at the budgeted contribution rate for the balance of the year, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.

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For the periods of each month, January through August, the unutilized amount (position difference), if any, between the total budgeted amount and the total projected expenditures will be divided on an equitable basis in pay periods between January 1 and August 31 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the

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amount necessary to pay for District-approved insurance programs selected by that individual.

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In order to avoid overspending the total budgeted amount stated above, the District may, at any time after January 1, adjust downward the amount contributed per employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

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The District's determinations of the unexpended amounts and the appropriate methods of distribution to employee, as described above, shall be made in consultation with the Union.

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In the event that there is a disagreement between the District and the Union over the administration of the above paragraphs, the subject of appropriate insurance benefits shall be treated as a negotiable matter rather than a contractual matter and the above paragraphs shall be deemed null and void except as may be agreed in subsequent negotiations.

The District's obligation to make monthly contributions toward the payment of premiums of District-approved group insurance programs for employee shall not exceed the sum funded by the State for insurance benefits.

On or about July 10 of each year, the District will provide the Union with the utilization figures for the classified employees of the District.

3. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee and his/her dependents. All plans must be mutually agreed upon by the employee organization and the District.

Deleted: Pursuant to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each year respectively, which option may be exercised only if required by changes in State law concerning employee benefits.¶

4. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees once each year.

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5. Solicitation for companies and plans continued under "grandfather clauses" shall be subject to approval by the District and the employee organizations.

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6. At the time of employment each new employee shall receive a copy of the employee Group Insurance Program booklet, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Payroll Department no later than thirty (30) days from the employee's first day of duty.

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7. The District will, with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. This committee shall meet no later than 10/31 of each school year.

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a. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:

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1. Self-insurance of insurance benefits.
  2. The selection process for District-sponsored plans.
  3. The use of excess reserves, which may exist with insurance providers.
  4. Surveying District employees to determine employee preference regarding insurance benefits.
  5. The disposition of funds from the Standard Insurance demutualization account established pursuant to Board Resolution 2000-6.
- b. This Committee shall prepare its reports by the end of March of each school year for District and employee group(s) review.

8. The Union and the District shall work with the insurance brokers to study the feasibility of a self-insurance program and make recommendations for implementation as appropriate.

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9. The District will provide for representation by the Union to make its input to the School District insurance management whenever changes or modifications in the insurance program are contemplated.

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10. Pursuant to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1 of each years respectively, which option may be exercised only if required by changes in State law concerning employee benefits.

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SECTION C: Protection of Personal Property

It is the District's policy to make every reasonable effort to provide a safe and healthful environment for employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. Employees are responsible for notifying their supervisor/manager regarding any perceived unsafe and/or hazardous conditions.

1. The District shall reimburse an employee for any certified loss of or damage to personal property required in the course of his/her duty, or in transit to or from his/her place of assignment, when such loss or damage is willfully and maliciously inflicted by a student or by persons known/unknown on school premises or while the employee is on duty, subject to the following conditions:
  - a. The District shall reimburse first dollar losses up to the limit of two hundred fifty dollars (\$250). The District shall provide an additional sum of \$7,000 annually to cover all International Union of Operating Engineers, Local 609 bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed

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the first \$250 as a general reimbursement, and up to \$200 from the \$7,000 reserve fund. It is understood that the \$7,000 is the maximum obligation on the part of the District in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following year.

2. There shall be no reimbursement for loss of cash.
3. Personal equipment used for work purposes must have the prior written approval of the Safety and Security Manager.
4. There must be proof submitted that the employee has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibilities before becoming eligible for reimbursement under this Section XII-C.
5. There must be filed with the District General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form. These forms shall be supplied to all schools.

#### SECTION D: Travel Allowance

1. An employee who is authorized to use his/her personal car on District business shall be compensated at the maximum allowable Federal Internal Revenue Service rate. The mileage shall be authorized and validated by the employee's immediate supervisor in accordance with the budget and the established rules, regulations, and procedures of the District.
2. Employees authorized to utilize their own personal car on District business shall carry insurance in accordance with Washington State Law.

#### SECTION E: Retirement Benefits

1. An employee is eligible for retirement benefits if he/she is employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System.
2. Employees who retire during or at the end of their work year shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick Leave up to the 180-day maximum at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave.
3. On or about January 15 each year employees may elect to be compensated at the ratio of a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
4. The continuation of this Sick Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.
5. If an employee is in a 1.0 FTE position which meets the requirements for eligibility in the International Union of Engineers Central Pension Fund, the District shall make payroll deductions on all compensable hours in accordance with Appendix G.

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6. The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)

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a. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan(the "Plan") pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.

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b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to SPS, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

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c. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.

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d. The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

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SECTION F: Holidays

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1. Alarm Monitor and Security Response Specialist regular FTE employees who are employed for the school year shall be paid for the thirteen (13) holidays that occur during their work year: Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Years Eve, New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, and Independence Day.

2. Employees must work or be on paid leave status the day before and the day after a holiday in order to be paid for the holiday.
3. Holiday Pay: Straight time if work on holidays. If a person is an FTE employee, he/she will receive holiday pay for holidays not worked based on his/her FTE status (prorated). When the holidays of Christmas Eve, Christmas Day, and New Year's Day occur on a Saturday or Sunday, the employee normally assigned on those days will receive holiday pay.

### ARTICLE XIII: PROMOTIONS

#### SECTION A: Bargaining Unit Promotions:

When positions within the Bargaining Unit become vacant, vacancies will be posted at the work site. Alarm Monitors who apply for promotional assignments and meet the qualifications of the job shall receive priority consideration.

1. The District shall use a grid to identify the top candidates utilizing the following criteria and process:
  - a. Employee's Performance Evaluation.
  - b. Number of years of seniority as an Alarm Monitor calculated on an FTE basis.
  - c. The Manager may select the top candidate as identified above or, interview (up to) the top three (3) candidates and make a selection from the interviewees.
2. An employee who is promoted will complete a 75 working-day trial period. Prior to the expiration of this trial period, either the Safety and Security Manager or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former assignment (including pay rate, classification and shift). Before the Safety and Security Manager decides that the trial period has been unsatisfactory, the employee shall be provided a written explanation of the reason(s) for that decision.

#### SECTION B: External Promotions:

Security Department vacant positions, including Supervisors, shall be posted at all work sites for examination by interested employees or official representatives of the Bargaining Unit. These listings will be posted for two (2) weeks prior to filling the position. Existing Bargaining Unit employees will receive consideration for these positions. Management shall have the exclusive right to make the hiring decisions for these positions which become open.

### ARTICLE XIV: DAYS OF DUTY AND WORK DAY

#### SECTION A: Work Day/Week/Year

1. The normal work day for Alarm Monitors and Security Response Specialists shall be eight (8) hours per day.
2. The normal work week for 1.0 FTE employees shall be defined as five (5) consecutive days.

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3. Schedules may be adjusted by the Safety and Security Manager to meet program requirements.
4. Request for Weekend Off Duty:  
There will be no shift bidding; however, the employer agrees to the following language:  
Employees may request a weekend off every two (2) months. Such employee shall make a request of the Safety and Security Manager with no less than thirty (30) days' notice. The Safety and Security Manager shall make a good faith effort to grant such a request. As an alternative method, an employee may trade with another Bargaining Unit employee when such trading of shifts is acceptable to the Safety and Security Manager. In any event, such changing of shifts, by agreement with the Safety and Security Manager, or trading of shifts with another employee, shall not result in any overtime costs.
5. The District will not create part-time positions by subdividing the existing FTE positions.

#### SECTION B: Lunch and Rest Periods

1. The standard work day (8 hours) shall include an "on duty" lunch period of one-half (1/2) hour.
2. The nature of the employee's work is such that intermittent rest periods equivalent to fifteen (15) minutes will be taken for each four (4) hours worked.

#### SECTION C: Overtime

1. Work performed beyond forty (40) hours a work week and eight (8) hours in a day shall be compensated at the rate of one and one-half (1-1/2) times the individual employee's hourly rate of pay for a regular shift.
2. No Alarm Monitor or Security Response Specialist shall work more than the assigned hours per day unless so directed by the Safety and Security Manager or his/her designee.
3. Overtime assignments are determined based on seniority on a rotating schedule.

#### SECTION D: Assignment for extra work opportunities

The work of a building security watch detail (any non-student related security or fire watch needs) provided by the Safety and Security Department for school district buildings is usually performed by employees under the Local 609 Alarm Monitors and Security Response Specialists collective bargaining agreement as opposed to employees under the School Security Specialist collective bargaining agreement. Nonetheless, periodically, the District may employ a School Security Specialist(s) to perform such building security watch responsibilities as extra work even though School Security are under a different collective bargaining agreement and the School Security Specialist(s) regular work year ends shortly after the last day of school for students. Security Specialists may sign up on a list for extra work opportunities described above.

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1. When the Alarm Office is assigned a Security Detail, scheduling will be done by seniority. If there is more than one shift, the shifts will be divided two (2) shifts at

a time in one (1) workweek among the Alarm Office Staff. If the Security Detail is over 72 hours, each employee will be given the opportunity to select up to three (3) shifts.

2. When the Safety and Security Department receives notification of more than 72 hours prior to the start of building-related overtime opportunities, a Three Round process will be implemented. Extra time assignments will be made prior to overtime shifts being assigned.

Round One – 24 hours after Department notification and more than 72 hours before the start of Security Detail.

Alarm Office employees will be contacted via phone and electronic message and have 24 hours to accept or decline the shifts of their choice. Status of attempts to contact Alarm Office employees will be maintained by the Safety and Security Department. If the number of shifts in one detail exceeds the number of staff, then the number of shifts shall be divided equally for assignment. Alarm Office Security Detail scheduling will use Bargaining Unit seniority.

Round Two – Between 72 and 24 hours prior to start of Security Detail

If the contacted Alarm Office employee declines an assignment during Round One, the employee will not be considered for the shifts of that specific detail. Remaining shifts after the first round will be divided equally and made available to those that accepted shifts in the first round and the most senior employee will receive priority in overtime assignments. Notification and acceptance will follow the Round One procedures and will continue in the same manner until all remaining shifts are claimed by the Alarm Monitors. Any remaining shifts at this point will be offered to employees in accordance with Paragraph 7 and 8.

Round Three – 24 hours to start of Security Detail

If a detail has not been filled in Rounds One or Two, the Alarm Office 24 Hour Hot List will be utilized for the remaining shifts. Any remaining shifts at this point will be offered to employees in accordance with Paragraph 7.

3. If notification of a detail is given on a weekend or Holiday that needs to be filled within 72 hours, the 24 Hour Hot List will be utilized for the shifts occurring in the first 72 hours.
4. The acceptance of overtime/extra time should not interfere with the employee's primary duties. The accepted overtime/extra time duty will not overlap with the employee's primarily assigned duties/shift. The accepted overtime/extra time duty will not be assigned if it schedules the employee for more than 16 hours of service, in any District related duties, in a 24-hour period.
5. It is the employee's responsibility if he/she is not able to cover an accepted shift to notify the Department. If the accepted shift is turned back, assignment to the shift will be made by the Department procedures using the 24 Hour Hot List.

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6. If he/she does not show up for an accepted shift, after 60 minutes, the assignment to the shift will be made by the Department procedures using the 24 Hour Hot List. If, after the unfilled shift has been filled, and the watch stander who was late eventually shows up, he/she will be sent home with no pay due.
7. Following these steps, remaining open shifts would then be offered to School Security Specialist in accordance with the provisions of Article XIV Section C of the IUOE/SSD 609 C (School Security Specialist) Agreement excepting Section C4 (h) 4.
  - a. If the District does have extra building security watch work and if the District assigns a School Security Specialist(s) to perform such work, all such assignments will be considered extra work and such assignments will otherwise be subject to the terms of the Alarm Monitors and Security Response Specialists collective bargaining agreement as applicable, except as provided in Section b, below.
  - b. Pay will be in compliance with the Alarm Monitors and Security Response Specialists collective bargaining agreement, including the Salary Schedule under Appendix A provided, however, a School Security Specialist so assigned will be paid at the salary step for a Security Response Specialist or Alarm Monitor as appropriate which is the closest salary step to but not below the salary step the School Security Specialists was eligible for and earned the immediately preceding school year but which is not more than the top step of either of the classifications under the Alarm Monitor CBA.
8. If there are remaining shifts available after all of the above procedures have been exhausted, they shall be offered to qualified members of the SSD/Local 609 A Agreement under the terms of past practices in the Custodial and Grounds Department.
9. Those assigned to a shift will remain on their assigned Security detail until relieved.
10. There may be instances, which would lend themselves (on a non-precedent setting basis) to an exemption from this agreement. In those cases, assignments may be made under the discretion of the Manager of the Department after consultation with the Union business Manager or their designees.
11. Extra time/Overtime Matrix to be used as a general guideline for extra/overtime purposes. (Appendix E).

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#### SECTION E: Call Back

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1. Call-back pay shall be granted in those situations where an employee is called back to work for a period of time that is not an extension of his/her regular assigned working time. Such call-back pay shall be at the prescribed rate.
2. Minimum pay for calling an employee back to work at his/her place of employment shall be four (4) hours at the employee's applicable rate of pay for regular shift work.
3. Hourly staff who are called back to work will receive the overtime rate (time and one half [1 ½]) for hours worked in excess of eight (8) hours.

#### SECTION F: Emergency Staffing

1. In case of an emergency, the on-duty Alarm Monitor will have the authority to call Safety and Security 609 employees to fill extra time vacancies using the rotating seniority list and extra time/overtime matrix per established protocols. If there are no Alarm/Security Response Unit employees available for extra time, then the rotating hot list will be used for overtime opportunities. If the shift results in overtime, the Safety and Security **Manager** or designee will be notified.
2. In case of an emergency and in the event that no volunteers are available to relieve an assigned hourly employee at the completion of his/her assigned working time, and the employee is required to work an additional eight (8) hour shift, the employee shall receive double time pay for the second shift.
3. If the situation noted in the paragraph immediately above occurs on the Christmas Eve, Christmas Day, New Year's Eve or New Year's Day holiday, the employee will be paid time and one-half (1-1/2) for the second eight (8) hour shift, plus the employee shall be entitled to holiday pay as if they were a regular FTE employee.

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#### SECTION G: Double Shifts

When an employee is required and scheduled by the District to work two (2) eight (8) hour shifts within a twenty-four (24) hour period, the second shift will be paid for at the overtime rate of pay. The overtime rate shall not apply in situations where the employee has volunteered and/or requested to work such a schedule.

#### ARTICLE XV: LAYOFF AND RECALL AND SENIORITY LISTING

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- A. If it is determined that a layoff is necessary, the parties to the Agreement will convene by no later than 06/01 of each year to explore and try to reach agreement on alternatives to layoff.
  1. This process shall include, but is not limited to, specific procedures calling for reassignment, transfer, retirement, work-sharing, free time, or other methods directed towards the employees either directly or indirectly affected.
  2. If no alternatives are agreed to by 07/30 of each year, the layoff procedure will be implemented as described in item B below.
- B. Staff Adjustments will be made using the grid system (job title seniority calculated on an FTE basis plus the average of the employees last two (2) evaluations), in reverse order

beginning with the lowest job title (provided that new employees who have worked fewer than six (6) months shall be laid off first).

- C. If and when positions become available, recall will be carried out in the reverse order of layoff; that is, the last person laid off will be the first person rehired.
- D. Any employee laid off under the provisions of this Article for twelve (12) months shall lose all seniority and recall rights granted under this Collective Bargaining Agreement.
- E. The District shall supply the Union with a current listing of all employees covered by this Agreement in an editable electronic Excel format, which shall be:
  - 1. Listed by job classification and job title;
  - 2. Updated as of June and December of each year;
  - 3. Shall include:
    - a. Employee's name;
    - b. Starting date in current job title;
    - c. Starting date in job classification
    - d. Starting date in District service.
    - e. The District will supply the Union with all revisions to this listing including adjustments for interrupted service.
- F. The Union will create an annual seniority list based on the data supplied by the District monthly. Hourly employees will be calculated on an FTE basis by dividing 2080 into their annual hours worked. No employee will receive more than a 1.0 FTE credit per month worked or per year.
- G. It is recognized that supervisory employees of the District, who have previously worked as Alarm Center employees represented by the Union and hold licenses or meet appropriate requirements, who serve in a supervisory capacity relating to the Union Bargaining Unit work, shall be eligible for retention as employees in this Bargaining Unit

## **ARTICLE XVI: LEAVES**

### **SECTION A: Eligibility for Leaves**

- 1. Leave days earned/granted shall be in proportion to the employee's assigned work hours.
- 2. The District does not grant short term (ten [10] work days or less) voluntary days off without pay except in unusual circumstances. Requests for long term (more than ten [10] work days) leaves of absence in accordance with Sections C, D and M of this article must be submitted in writing to Human Resources and be approved before any leave of absence begins except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.
- 3. Long Term Leave Without Pay (not for health reasons) covered under Section M of this article will not be granted for employees whose performance has been

evaluated unsatisfactory and/or placed on probation prior to leave, or employees currently subject to disciplinary action.

#### SECTION B: Sick Leave

The ability to work regularly is a requirement of continued employment. The District and the Union recognize that the Seattle School District provides an essential public service and that employees have the responsibility and the obligation to report for all assignments unless previously excused. The District may verify the illness.

1. Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service accrued at the rate of 0.0526 hours for each hour on regular pay status to a maximum of forty (40) hours per week.
2. Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee or any other purpose in accordance with federal and/or state law.
4. Accumulated Sick Leave, under this provision, shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.
5. An employee who anticipates the necessity for taking a short-term health leave shall notify his/her immediate supervisor at least three (3) working days before taking the leave. In cases of personal illness, when it is not possible to give three (3) days' notice the employee shall notify his/her immediate supervisor as soon as possible.
6. After the fifth (5th) consecutive day of absence on Sick/Emergency Leave a physician's certification of illness may be required, unless the absence is part of an approved leave covered by the Family and Medical Leave Act (FMLA) or by state law, in accordance with Article XVI, Section B.10, below. If repeated patterns of absences are identified, a physician's certification of illness may be required.
7. If employees become ill or are injured while on Annual Leave, they may, upon presentation of a doctor's certificate verifying such illness or injury, draw upon accumulated Sick Leave to cover the period-and have their Annual Leave restored by an equal amount of time.
8. Employees who are on Sick Leave the day before or after a paid Holiday, or who are on Sick Leave the day before or after breaks, may be required to provide proof of illness.
9. When short-term absences extend longer than initially estimated, employees will contact Safety and Security Office to verify their status no less than ~~weekly unless~~ their leave is converted to long term health leave, at which time employees will comply with the provisions of Section C of this article.

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10. Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.

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#### SECTION C: Long Term Health Leave

Any employee who is absent from his/her assignment for more than ten (10) days will be tentatively designated to be on a Long-Term Health Leave, pending receipt of Long Term Health Leave application forms and any required medical certification. Health leave with or without pay will run concurrently with leave covered by the FMLA and/or Washington State law.

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1. An employee who is or expects to be unable to perform the essential functions of his/her position because of personal illness, injury, poor health, childbearing or other disability (or to care for a parent, spouse or dependent child with a serious health condition as defined by FMLA and/or applicable state law), for more than ten (10) consecutive work days, must submit a written leave application to Human Resources. Such leave, if approved, may be granted for up to a maximum of one (1) year, pending medical certification. The District will notify the employee and Union in writing (or electronically) when Long Term Health Leave is approved or denied.
2. An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that he/she is physically able to perform the essential functions of his/her job, with or without reasonable accommodation.
3. Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Annual/Emergency Leave or to bank all Annual Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.
4. An employee's position will be held for his/her return to work until exhaustion of all accrued leave, not including Annual/Emergency Leave if the employee has elected to not use accrued Annual/Emergency Leave during a Long-Term Health Leave, plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.
5. An employee who has been released by his/her medical provider to return from health leave on a reduced schedule may apply for a partial leave of absence, subject to the approval of Safety & Security and Human Resources. Partial leaves for health

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reasons will only be approved for a maximum of one year, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, days of partial leave will be counted the same as if they were full time leave.

#### SECTION D: Child Care Leave

1. In addition to the child care provisions contained in Section XVI-B (i.e., Sick/Emergency Leave), Child Care Leave, without pay, may be granted for a period of one (1) year immediately following the period of physical disability (childbearing leave) or adoption and shall be inclusive of rights under the FMLA and/or Washington State law.
2. An employee requesting to return from Child Care Leave must submit a written request to return with Human Resources at least sixty (60) days prior to the termination of the Child Care Leave. An employee requesting to return to duty may be assigned to an appropriate, available position.
3. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Increment credit shall not be granted for the period of time during Child Care Leave.
4. Male and female employees are eligible to receive Child Care Leave without pay.
5. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
6. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.

#### SECTION E: Adoption Leave

1. Adoption Leave shall be granted, with pay, on a temporary basis upon application to the Human Resource Department to either or both parents in order to complete the adoption process, providing such leave does not exceed an aggregate of seven (7) days in any given year.
2. Adoption Leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

#### SECTION F: Bereavement Leave

1. Up to three (3) days Bereavement Leave, with pay, will be granted, for each occurrence of death in the employee's immediate family, provided that the employee provides the appropriate documentation.
2. In cases where emergency factors long distances (200 miles or more), or extended travel time are involved, the employee may request up to two (2) additional days leave, with pay. Such requests must be pre-approved by the Manager of Safety and Security.
3. For the purposes of this section, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, daughter-in-law, son-in-law,

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mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who is living with, or considered part of the family. If an employee wishes to claim bereavement leave for a person who is "considered part of the family," then he/she shall be required to justify in writing to the Manager of Safety and Security the reason(s) why this person is considered part of his/her family in advance of taking the leave.

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4. Except as stated in F-2, above, Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

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#### SECTION G: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled work days will be allowed to utilize up to a maximum of two (2) days Personal Leave, per year, for that purpose; provided that prior to utilizing Annual Leave for the purpose of religious observance, the employee, in writing to the Safety and Security Manager, identifies the mandatory holy day(s) being observed and attests that the employee's religious affiliation requires observance of the day(s) in such a manner that he/she cannot perform his/her assigned duties on that day.
2. When Personal Leave is utilized for the purpose of religious observance, in accordance with the provisions of 1 above, the affected employee may request a maximum of two (2) additional Personal Leave days per year from the Safety and Security Manager. The two (2) additional days will be deducted from the employees Annual Leave balance.

#### SECTION H: Injury While on Duty

1. Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as direct result of the employee performing his/her duty, shall be compensated without loss of Sick/Emergency Leave.
3. State Medical Aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington, provided:
  - a. The employee shall promptly submit a Workmen's Compensation Claim with the assistance of the designated District office;
  - b. The employee shall continue to receive the equivalent of full salary for a period of not more than one hundred twenty (120) working days per new claim, appropriate to his/her regularly assigned position at the time of such injury on duty, (not to exceed his/her regular net salary), during the period of disability through a combination of Time Loss Compensation and the necessary supplemental amount. However, in no case may an employee receive more through this combination (excluding optional voluntary

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contributions such as PERS or SERS contributions under #5 below) than their normal net pay; and,

- c. The employee provides to the designated District office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
  - d. For the period of disability and after one hundred (120) days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After one hundred twenty (120) working days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.
4. Any dispute(s) pertaining to the provisions of 3, above, are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as grievance procedure in Article XVIII.
5. Eligible employees have the option to pay their share of normal PERS contributions to the District as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.
6. ON THE JOB INJURY PREVENTION COMMITTEE: A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors and three 609-selected members. The purpose of the committee will be to formally review and implement procedures for:
1. Monthly Sharing of Information to 609 relating to the status of employee's that have open injury claims.
  2. 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.
  3. Evaluate and implement an Accident Investigation Program process, including recommendations in response to accidents and reported near-misses.
  4. Create and implement an Accident Prevention Program with input from the safety committee.
  5. The committee will develop informational material regarding the OJI process to be provided to 609 members.

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6. 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.
7. Ensure that employees are aware that the presence of a third-party representative at a medical provider appointment is voluntary and not required.
8. 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.
9. Employees who are on the job injury leave prior to ratification of the collective bargaining agreement will be subject to the terms of the on-job injury leave in the collective bargaining agreement (On the Job Injury Leave) expiring August 31, 2013. Any subsequent reopening of claims made prior to August 31, 2013 will also be subject to the terms as outlined in Article of the prior collective bargaining agreement, so long as the claim reopening is made prior to August 31, 2016.

7. Employees are entitled to bid or apply and be considered for promotions awarded during periods of time loss or light duty. Employees awarded promotions while on time loss shall be compensated at the rate for their new position effective the date of the promotion. OJI compensation will be based on the rate for the employee's original position.

8. Employees may be relieved for necessary medical or therapy appointments during light or full duty when the appointment cannot be reasonably accommodated outside of work hours. Such hours are compensated without reductions to employee sick leave.

SECTION I: Annual Leave

1. All FTE employees shall receive annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Days/Month</u>
0-4Years	15	1.25
5-9Years	18	1.50
10-14Years	21	1.75
15- 19 Years	24	2.00
20-24 Years	26	2.17
25 and Above	28	2.33

- a. No Annual Leave can be taken before earned.
- b. The maximum Annual Leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost.

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- c. Earned Annual Leave shall be paid to employees upon separation. An employee will be allowed annual leave pay only for the amount accrued to that date.
  - d. No employee or his/her estate shall receive reimbursement for more than two hundred forty (240) vacation hours at time of termination (separation). Any balance over two hundred forty (240) hours may be applied to scheduled Annual Leave prior to termination (separation).
  - e. Beginning with four (4) years and one (1) month of service, the decimal will change to arrive at earned Annual Leave at the fifth (5th) anniversary. Similar changes in the monthly accumulations of days are made as eligibility changes according to the annual leave schedule shown above.
  - f. The entry date shall be used to determine years of experience and compute the number of Annual Leave days. Entry date is the first day in an FTE position.
- 2. Employees whose FTE status is less than 1.0 shall receive Annual Leave on a pro rate basis.
  - 3. If an employee who has been in the service of the District leaves for a period of time and returns, his/her years of prior service shall, upon successful completion of the probationary period set forth in Section XXI, Section-A, be counted toward determining the number of days, in proportion of his/her regularly assigned hours, per year of Annual Leave.

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#### SECTION J: Jury Duty/Court Proceedings

- 1. There may be some occasions when both the FTE employee and the District would agree that Jury Service would be beneficial to both. Upon receipt of a jury summons, the employee will contact the Safety and Security Department and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions, but with jury fees surrendered to the District.
- 2. For court appearances in which the employee's appearance is adversarial or not related to District interests, leave shall be without pay.
- 3. For appearances, unrelated to the District and in which the employee is a disinterested witness or participant, leave shall be with the appropriate hourly rate of pay provided that any witness fees paid to the employee shall be returned to the District.
- 4. When an employee is subpoenaed on the District's behalf as a witness in a court proceeding, during non-working hours, the employee shall receive his/her regular hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District.

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#### SECTION K: Personal Leave

- 1. Personal leave, with pay, shall be available for all FTE employees for hardships or other pressing needs. It is granted in circumstances requiring absence during

working hours for the purpose of attending to personal or legal business, or family matters.

2. A maximum of two (2) days non-accumulative personal leave per year becomes available on the first working day of the school year, provided that:
  - a. New employees hired between January 1 and May 1 are granted one (1) day for that school year; and,
  - b. New employees hired after May 1 shall not be granted Personal Leave for that school year.
3. Leave is granted subject to the following conditions:
  - a. The situation must be suddenly precipitated, or be of such a nature that preplanning could not have eliminated the need for the leave.
  - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
  - c. The employee must complete the appropriate leave forms and submit them to his/her immediate supervisor for signature as part of regular administrative process.
4. The procedure for obtaining personal leave is as follows:
  - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
  - b. The employee must give notice for such leave to the Safety and Security Manager as far in advance as possible.
  - c. Prior to, or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor, the Employee Leave Report form for signature and administrative process.
5. Some examples of matters that may be judged to qualify for personal leave are as follows: illness in the immediate family; court appearance or hearing involving the employee's personal interests; birth of a child in the family; extensions of Bereavement Leave by reason of special circumstances, i.e., travel distance, etc.; funeral of close friend or relative not included in Bereavement Leave; travel conditions - local (snow, accident, breakdown); emergency to property (flooding, storm, fire, etc.).

#### SECTION L: Military Leave and Service Credit

1. Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act and/or applicable Washington State law.
2. Military training duty of up to fifteen (15) days per year will be granted with pay for reservists ordered to active training duty. Such reservist shall sign over the military reserve check to the District and the employee shall be paid his/her normal

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pay check. The employee shall provide appropriate advance notice to the employer of his/her release for active duty for training. This benefit shall apply only to FTE employees.

SECTION M: Long-Term Leave Without Pay (not for health reasons)

Long-Term Leave Without Pay may be granted at the discretion of the District, without pay or benefits and subject to the following conditions:

1. To be eligible for Long-Term Leave Without Pay, the employee must have been employed for at least five (5) consecutive years with the District immediately preceding the leave request.
2. Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or next available business day preceding the leave. Written approval or rejection of the leave shall be made by April 1.
3. Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay regardless of whether the leave is less than the employee's regularly assigned FTE.
4. Employees on Long-Term Leave Without Pay status are required to notify Human Resources by March 15 or the next available business day, if they are planning to return to service with the District at the beginning of the ensuing school year. The District will attempt to return the employee to an available position similar to the position held prior to leave.
5. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service. Neither increment credit nor seniority shall be granted for the period of time during Long-Term Leave Without Pay.
6. Accumulated sick leave is retained while an employee is on Long-Term Leave Without Pay.
7. Employees may continue all or portions of their insurance benefit programs via direct monthly payments to the District, if allowed by the insurance carrier(s). Employees going on such leaves must make written arrangements with Payroll Services. Arrangements are limited to a twelve (12) month leave period.

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**ARTICLE XVII: DISCIPLINE & INVESTIGATION PROCEDURES**

SECTION A: Discipline

- A. The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employees shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps. Letters of counseling are not placed in an employee's personnel file and are not subject to the arbitration procedure in the Agreement.

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- B. Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meeting which may result in disciplinary action.
- C. In all cases of the use of administrative leave, the Administrative Leave procedure shall be adhered to. See Memorandum of Understanding contained on page 58 of this document.
- D. Discipline will be carried out in accordance with Board Policies on: Hostility, Defamation or Discrimination and Anti-harassment.

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**SECTION B. Investigation Procedures**

- 1. Labor Relations shall provide oversight and advice in all investigations of alleged employee misconduct, regardless of who the District assigns to investigate the matter.
- 2. The District and Union share the interest in having low-level matters, as identified at the sole discretion of the District, investigated by the frontline manager or his/her supervisor. To be empowered, supervisors require adequate training on appropriate investigation procedures and due process.

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**ARTICLE XVIII: GRIEVANCE PROCEDURE**

**SECTION A: Definition**

The term "grievance" as used in this Agreement shall mean a claim filed by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

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**SECTION B: Provisions**

- 1. The adjustment of grievances shall be accomplished as rapidly as possible.
- 2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum but may be extended by mutual agreement. The District and Union may also mutually agree to begin a grievance at a later step, when appropriate. Appeals of disciplinary termination or suspension without pay shall start at Step 2. All other appeals of discipline shall start at Step 1.
- 3. At each step, failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step.
- 4. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn.
- 5. The Union shall be responsible for moving grievances beyond the informal step.
- 6. All grievance conferences at Steps 1 and 2 will be held within ten (10) working days from the time the formal grievance request is received by the Department of Labor Relations.
- 7. If a grievance has not been adjusted to the Union's satisfaction after each step, the Union may request in writing and within ten (10) working days after the response, that the grievance proceed to the next step.

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Deleted: In order to expedite resolution, the grievance shall be initiated within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based.¶

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6. Under unusual circumstances, the prescribed time limits may be extended by mutual consent of the grievant and person(s) by whom the grievance is being considered.

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~~8.~~ Grievances at steps 1 or 2 will be responded to within ten (10) working days from the time the formal grievance conference is held.

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~~9.~~ If a grievance has not been adjusted to the Union's satisfaction after a Step 2 hearing, the grievance may be submitted to arbitration within fifteen (15) working days after the Step 2 response.

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~~10.~~ The Union may include at any step in this process any witness who is willing to participate.

~~11.~~ Employees have full assurance that no reprisal will follow by reason of their involvement in the grievance process.

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~~12.~~ Excluded from the grievance procedure shall be matters for which law mandates another method of review.

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~~13.~~ A copy of the grievance response will be submitted to the Department of Labor Relations and Union at each step of the procedure.

#### SECTION C: Procedure

1. ~~INFORMAL STEP:~~ A grievant or the Union shall first take up a complaint or problem with the appropriate supervisor in a private informal conference. Every effort should be made by the grievant and the appropriate supervisor to settle the grievance at this level. An individual grievant may be accompanied by a representative of the Union. Resolutions of grievances at the informal step shall be consistent with this agreement and District Policy.

Deleted: a. A meeting will be arranged by the Union representative and the Department of Labor Relations (or their designee(s)) to attempt to resolve the matter.¶

1. The meeting will include a neutral third party and the affected parties.¶

¶  
2. The parties may mutually agree to other participants such as union and management representatives or subject matter experts.¶

c. The parties will meet at mutually agreeable times to attempt to resolve the matter.¶

d. If the matter is resolved, the grievance will be withdrawn.¶

e. If the matter is not resolved, the grievance will continue through the grievance process.¶

f. The moving party can initiate the next step of the grievance process at the appropriate times, irrespective of this process.¶

g. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.¶

h. This section does not supersede or preclude any use of grievance mediation later in the grievance process.¶

2. ~~STEP 1:~~ If the grievant is dissatisfied with the results of the informal conference with the appropriate supervisor, the Union may request a formal grievance conference at Step 1 by presenting a Grievance Review Request form (Appendix D) to the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or his/her designee. Such Grievance Review Request form must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.

3. At any time after a formal Grievance Review Request form has been filed, an alternative dispute resolution process may be followed, with mutual consent. An option for alternative dispute resolution includes grievance mediation by the Public Employment Relations Commission (PERC).

Deleted: 3: If the grievance has not been adjusted to the grievant's satisfaction after the formal conference at Step 2, the grievant may request a grievance conference at Step 3 by presenting a Grievance Review Request form to the Department of Labor Relations for assignment to the appropriate Department Manager, Director or his/her designee.¶  
5. - STEP 4:

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.

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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 employee or the Union.
  - d. Each party will pay the cost of presenting its own case and the cost of any transcripts it requests
  - e. All individuals who might possibly contribute to the acceptable judgment of a grievance are urged to provide any relevant information they may have to the Union and/or the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance. The District and Union may call witnesses of their choosing.

#### SECTION E: Jurisdictional Disputes

Excluded from the grievance and arbitration procedures of this article shall be disputes involving claims that work or positions should be added to the bargaining unit.

#### ARTICLE XIX: JOB DESCRIPTION

In the event the District plans to or changes a job description, it shall contact the Union. The District shall provide the Union with a copy of the proposed changes. Prior to adopting any proposed changes, it shall allow the Union fifteen (15) days to respond. The Union may respond either verbally or in writing. If material (substantive) changes are made to a job description, the Union may request to bargain with the District over salary for that particular job classification. The salary classification will be negotiated using the following job factors: increased skill, responsibility, working conditions and knowledge to perform the job as required by the new job description.

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Deleted: a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.  
b. The Mediator shall attempt to ensure that all necessary facts and consideration are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.  
The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, the grievance settlement shall be reduced to writing. Said settlement shall not constitute a precedent unless both parties so agree.  
If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

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Deleted: the Public Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the District and the Union shall have the right to strike four (4) names from the panel. The party striking the first two (2) names shall be determined by a flip of a coin. The other party shall then strike the next two (2) names and so on. The remaining person shall be the arbitrator.

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f. Timelines contained in this Article for submission to arbitration, shall be held in abeyance until termination of the mediation process.

Deleted: 6. STEP 4: If the grievance has not been adjusted to the grievant's satisfaction after the formal conference at Step 3, and the parties have not agreed to the process (Section C-5) above, the grievance may be submitted to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules of the American Arbitration Association (AAA).  
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 acti...

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## ARTICLE XX: DISTRICT IDENTIFICATION CARDS

At the beginning of each school year, each employee shall be issued picture identification cards (IDs) which are to be visibly worn during working hours at Security/Sports events. Employees are also required to wear identifiable clothing at Security/Sports events (i.e. Security jackets).

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## ARTICLE XXI: PERFORMANCE EVALUATION AND CORRECTIVE ACTION

### SECTION A: Performance Evaluation

1. Newly hired FTE employees and/or employees who have been shall complete at least a six (6) month probationary period.
  - a. During the probationary period, each employee shall be evaluated two (2) times.
  - b. Upon successful completion of the probationary period, the employee will be placed on regular status and, at that time, seniority will be granted retroactive to the employee's starting date, which shall be adjusted to reflect any break in service for employees who have been rehired after voluntarily leaving employment with the District.
  - c. An employee may be terminated at any time during the probationary period, without recourse.
2. Regular employees shall be evaluated annually.
  - a. Regular employees who receive an overall effective or better evaluation, and complete mandatory training, shall be advanced one increment on the salary schedule, effective the first working day of the next fiscal year, so long as he/she has not received the maximum increment.
  - b. Whenever it is determined that the employee is performing at a less than effective level, such that an upcoming increment may not be granted, the District shall give prompt written notice to the employee, identifying the areas in which performance must be improved to qualify for the upcoming increment. The Union shall be provided with a copy of such notice.
3. All hourly employees shall be given a performance evaluation.
4. When employees are evaluated, they shall be given a copy of the evaluation.

### SECTION B: Corrective Action

1. The appropriate supervisor will be responsible for implementing and carrying out a corrective action program for employees who have been placed on probation through the regular evaluation process.
2. When an employee is placed on probation or reinstated probation, he/she will receive a probationary letter which will outline the employee's specific:
  - a. actions which necessitated probation;
  - b. areas for improvement and the disciplinary action which will result if improvement is not made;
  - c. term of probation; and,



- d. the program for monitoring accomplishment during that period.
3. The Union will receive a copy of the probationary letter sent to the employee.
4. Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

## **ARTICLE XXII: TRAINING**

### SECTION A: Purpose

The parties agree that training is encouraged and makes for good, sound management. The parties also agree that training is an on-going program and must be planned.

### SECTION B: Mandatory Training

1. Mandatory training may be scheduled, conducted or contracted for by the District.
2. Mandatory training may be conducted during regularly-scheduled work hours or at times not regularly scheduled as work hours.
  - a. When such classes are conducted during regularly scheduled work hours, participants shall be compensated as though they were performing regularly-assigned duties.
  - b. When such classes are mandatory and conducted outside regularly-scheduled work hours, participants shall be compensated in accordance with the Fair Labor Standards Act as well as applicable articles of this contract (Article XII).
3. Employees who do not satisfactorily complete (as determined by the instructor) the mandatory training will not be eligible for the next Performance Evaluation Increment. Employees who do not participate in mandatory in-service shall be subject to disciplinary action. The District will not be responsible for offering, providing, nor will it accept, or recognize training that the District has not specifically approved for the purposes of this section.

### SECTION C: Voluntary Training

1. Voluntary training for educational advancement on the salary schedule (item XII-A-5) shall be determined/approved by the Joint Labor Management Voluntary Training Committee (Section XXVI, Section A).
2. Voluntary training courses for asterisk positions will be reviewed and approved separately by the Voluntary Training Committee in light of expanded responsibilities.

## **ARTICLE XXIII: EMPLOYMENT RECORD**

- A. Materials placed in the employee's personnel file after employment are available for review by the employee under regulations and procedures of the District. No disciplinary documents shall be placed in an employee's personnel file without the employee's knowledge. If such a document is placed in an employee's personnel file without the employee's knowledge, said document shall be null and void, except as required by RCW 28A.400.301, and Chapter 181-88 WAC.

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B. Materials, as referenced in A above, reviewed by the employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such answer/refute shall be included in the employee's personnel file.

C. Documents referred to in A and B above will become a part of the employee's personnel records for a period of three (3) work years plus the work year in which the materials were added to the employee's personnel records. Last chance agreements will become part of the employee's personnel records for a period of seven (7) work years, plus the work year in which the materials were added to the employee's personnel records. Sustained or uncontested discipline for egregious conduct (sexual misconduct, sexual harassment, violent behavior and/or physical abuse) and discipline documents where the employee has received sustained or uncontested discipline for the same category of behavior within the period of three (3) years plus the current school year are not subject to the three (3) year limitation rule. The three (3) year retention rule may be waived in other serious misconduct situations by mutual agreement of the district and union.

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D. The District will not consider stale discipline when determining disciplinary action for bargaining unit members. Disagreement by the employee with the appropriateness of the content of the materials in his/her personnel file may be a matter to be pursued through the grievance procedure.

E. The District will not mass purge stale discipline from employee personnel files. The District will, pursuant to Paragraph C above, upon individual request, remove stale disciplinary documents from an employee's personnel file.

F. The District will release employment record data as required under a court order or under the Public Records Act. Prior to the release of employment records the employee will be notified and be given an opportunity to review the records to be released. Private information will be redacted prior to any release when permitted by the public records statute. Any release in response to discovery requests, court orders or subpoenas will be in accordance with the court order or applicable court rules. Prior to release in response to discovery requests, court orders or subpoenas, the District will seek to limit release of personal data and/or file a motion with the applicable court to have the records sealed.

**ARTICLE XXIV: LIABILITY COVERAGE AND HOLD HARMLESS**

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A. The District shall hold harmless and shall provide five one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance of duties provided such employee was acting within the scope of employment and provided that the District shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the District or in connection with acts or omissions outside employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; provided that the employee must give the District notice at the time a suit, claim, or action is brought against the employee.

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- B. The District agrees to adopt such methods as it and the District insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities, and procedures.
- C. The Union agrees that it will support and assist the District in all efforts to be informed of and to correct safety and health hazards and deficiencies.

**ARTICLE XXV: SUPPLEMENTAL EMPLOYMENT STANDARDS**

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A. The District agrees to comply with all applicable provisions of the State of Washington Supplemental Employment Standards adopted pursuant to the authority of Chapter 49.12 RCW as amended by Chapter 16, Laws of 1973, 2nd Extraordinary Session.

B. Preservation of Order:

The District shall make every reasonable effort to provide a safe and healthful environment for students and employees. The District will call upon other agencies such as the police, the courts and social services to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the District agrees to the following provisions:

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1. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with the real or personal property which lawfully is in his/her possession, in the possession of another employee or student, or upon school premises.
2. Reporting Procedures:
  - a. An employee shall immediately report any assault suffered by him/her in connections with District employment to his/her building principal/program manager and cooperate fully in the completion of written and oral reporting procedures consistent with Article XVI, Section H. This does not preclude and employee calling 911 prior to notifying the District.
  - b. Any employee involved in the investigation and reporting of assaults, injuries, or other safety-related investigations shall comply with any request for information in his or her possession that relates to the assault of the persons involved.

**ARTICLE XXVI: LABOR MANAGEMENT COMMITTEE**

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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:

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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.

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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.

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C. By mutual agreement the District and Union may establish additional forums for labor-management discussions.

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#### SECTION A: Voluntary Training Committee

1. A Joint Labor-Management Voluntary Training Committee consisting of no more than three (3) members from the Union and no more than three (3) members from the District will meet to identify approved voluntary training courses, approve voluntary training courses, certify satisfactory completion of approved voluntary training courses, and certify the accumulation of the required number of voluntary training hours per year for eligibility for Educational Advancement salary increments. Courses must be pre-approved for credit by the Committee before an individual (or group) attends or no credit will be given.
2. The Committee shall elect a chair and make decisions by consensus, if possible.
3. In the event that the Committee cannot make decisions by consensus, then a majority vote will determine the outcome.
4. In the event that a majority vote is not obtained, the Manager of Safety and Security shall, after consultation with the Business Manager of Local 609, appoint one person to join the Committee, discuss the issues, and cast the deciding vote.

#### ARTICLE XXVII: DISTRIBUTION OF AGREEMENT

- A. As soon as possible, a master copy of the Agreements entitled “Bargaining Agreement between Seattle School District and International Union of Operating Engineers Local 609” as revised shall be printed by the District after such revision has been signed, and provided to the Union in paper and Microsoft Word format. Copies shall be available for each member of the bargaining unit.
- B. Responsibility for distribution of the Agreements shall be borne by the Union.
- C. This Agreement may be posted on the District Intranet and Internet sites.

#### ARTICLE XXVIII: NO-STRIKE CLAUSE

- A. The District will not lock out its employees and the Union will not cause or encourage its members to engage in any strike or other work stoppage.
- B. The Union will not cause or encourage its members to refuse to cross any picket line except those which have received the authorized sanction of the King County Labor Council.

#### ARTICLE XXIX: DEFINITIONS

- A. FTE Employees: FTE employees are those employees who are in an established budgeted FTE position. The number of FTE positions will be authorized through the budget process. There is no guarantee of any particular number of FTE positions from year to year.
- B. Hourly Employees: Hourly employees are those employees who are not in an authorized budgeted FTE position.

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**ARTICLE XXX: TERM AND RENEGOTIATION OF AGREEMENT**

- A. ~~The terms contained in this Agreement shall be effective when signed by both parties and run through August 31, 2020.~~
- B. On or before ~~May 1,~~ of the final contract year, the ~~parties shall meet to identify and discuss issues each intends to present in bargaining.~~ On or before June 1 of the final contract year, ~~the parties shall exchange~~ all written proposals for negotiations of a successor Agreement to take effect upon expiration of this Agreement. Negotiations will be conducted at times mutually agreeable to the negotiators named by each party.

**Deleted:** This Agreement shall be for four (4) years effective when signed by both parties and runs through August 31, 2017 . This Agreement contains all the agreements, rights, and duties of both parties and may be modified only with the written mutual consent of the District and the Union. 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.

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**SECURITY RESPONSE SPECIALIST**  
**609 AD2 (260 Day)**

**APPENDIX B**

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**2017-18 Salary Schedule**

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Training							
Increment	Salary		Step 1	Step 2	Step 3	Step 4	Step 5
Hours	Plan						
BASE	PS1	Annual	\$43,374.17	\$44,904.74	\$46,458.87	\$48,083.63	\$49,779.04
BASE	PS1	Monthly	\$3,614.51	\$3,742.06	\$3,871.57	\$4,006.97	\$4,148.25
BASE	PS1	Hourly	\$20.85	\$21.59	\$22.34	\$23.12	\$23.93
28	PS2	Annual	\$44,245.42	\$45,775.99	\$47,400.76	\$49,049.07	\$50,744.48
28	PS2	Monthly	\$3,687.12	\$3,814.67	\$3,950.06	\$4,087.42	\$4,228.71
28	PS2	Hourly	\$21.27	\$22.01	\$22.79	\$23.58	\$24.40
56	PS3	Annual	\$45,140.22	\$46,717.89	\$48,342.65	\$50,038.06	\$51,804.11
56	PS3	Monthly	\$3,761.69	\$3,893.16	\$4,028.55	\$4,169.84	\$4,317.01
56	PS3	Hourly	\$21.70	\$22.46	\$23.24	\$24.06	\$24.91
84	PS4	Annual	\$46,035.01	\$47,659.78	\$49,331.64	\$51,027.05	\$52,816.64
84	PS4	Monthly	\$3,836.25	\$3,971.65	\$4,110.97	\$4,252.25	\$4,401.39
84	PS4	Hourly	\$22.13	\$22.91	\$23.72	\$24.53	\$25.39
112	PS5	Annual		\$48,601.67	\$50,320.63	\$52,086.68	\$53,899.82
112	PS5	Monthly		\$4,050.14	\$4,193.39	\$4,340.56	\$4,491.65
112	PS5	Hourly		\$23.37	\$24.19	\$25.04	\$25.91
140	PS6	Annual			\$51,333.16	\$53,122.76	\$54,983.00
140	PS6	Monthly			\$4,277.76	\$4,426.90	\$4,581.92
140	PS6	Hourly			\$24.68	\$25.54	\$26.43
168	PS7	Annual				\$54,205.94	\$56,089.72
168	PS7	Monthly				\$4,517.16	\$4,674.14
168	PS7	Hourly				\$26.06	\$26.97
196	PS8	Annual				\$55,265.57	\$57,219.99
196	PS8	Monthly				\$4,605.46	\$4,768.33
196	PS8	Hourly				\$26.57	\$27.51
224	PS9	Annual				\$56,372.29	\$58,350.26
224	PS9	Monthly				\$4,697.69	\$4,862.52
224	PS9	Hourly				\$27.10	\$28.05
252	PS10	Annual				\$57,502.56	\$59,527.63
252	PS10	Monthly				\$4,791.88	\$4,960.64
252	PS10	Hourly				\$27.65	\$28.62
280	PS11	Annual				\$58,656.38	\$60,705.00
280	PS11	Monthly				\$4,888.03	\$5,058.75
280	PS11	Hourly				\$28.20	\$29.19
308	PS12	Annual				\$59,833.75	\$61,929.46
308	PS12	Monthly				\$4,986.15	\$5,160.79
308	PS12	Hourly				\$28.77	\$29.77

2017-18 Security Response Specialist (AD2) w/3.0% negotiated increase effective 9/1/17

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**APPENDIX C**  
**SECURITY RESPONSE SPECIALIST TECHNICAL LEAD**  
 609 AD3 (260 Day)  
 2017-18 Salary Schedule

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Security Response Specialist¶

Salary Schedule ¶

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SECURITY RESPONSE SPECIALIST TECHNICAL LEAD\* ...

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SECURITY RESPONSE SPECIALIST TECHNICAL LEAD\*¶

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PSGroup	Training Increment		Step 1	Step 2	Step 3	Step 4	Step 5
	Hours						
001	BASE	Annual	\$68,122.40	\$70,500.68	\$72,973.15	\$75,516.26	\$78,177.11
001	BASE	Monthly	\$5,676.87	\$5,875.06	\$6,081.10	\$6,293.02	\$6,514.76
001	BASE	Hourly	\$32.75	\$33.89	\$35.08	\$36.31	\$37.59

Step 1 is 10% higher than the highest step of Security Response Specialist (AD2)  
 Includes School Operations Coordinator

**EMERGENCY MANAGEMENT SPECIALIST**  
 (Effective 9/1/2017)

PSGroup	Training Increment		Step 1	Step 2	Step 3	Step 4	Step 5
	Hours						
					3.51%	3.48%	3.52%
002	BASE	Annual	\$70,202.40	\$72,580.68	\$75,053.15	\$77,596.26	\$80,257.11
002	BASE	Monthly	\$5,850.20	\$6,048.39	\$6,254.43	\$6,466.36	\$6,688.09
002	BASE	Hourly	\$33.75	\$34.89	\$36.08	\$37.31	\$38.59

Each Step is \$1.00 more per hour than Security Response Specialist Technical Lead

Effective 9/1/2017, 3% negotiated increase



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**APPENDIX D**  
**IUOE LOCAL 609**  
**GRIEVANCE REVIEW REQUEST**

**DESTINATION:**

- Employee & Labor Relations
- Facilities Supervisor/Director
- Grievant
- Local 609

Seattle School District #1

**GRIEVANCE NUMBER:**

SSD#:

Local 609#:

<b>Grievant:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Submitted:</b>
<b>Supervisor:</b>	<b>Name</b>	<b>Job Title</b>	<b>Location</b>	<b>Date Resolved:</b>

**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: \_\_\_\_\_

<b>Informal</b>	<b>Hearing Date</b>	<b>Was Union Rep Present At Hearing?</b>	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Supervisor's Name</b>		<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>
<b>Step I</b>	<b>Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>
<b>Manager/Designee Signature</b>		<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>
<b>Step II</b>	<b>Hearing Date</b>	<b>Was Union Rep present at Hearing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>If yes, Union Rep's Name</b>	<b>Attached Response Date</b>
<b>Superintendent/Designee Signature</b>		<b>Is answer satisfactory to Grievant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grievant's Signature</b>	<b>Date</b>

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**APPENDIX E  
 EXTRA TIME/OVERTIME MATRIX**

<b>Need</b>	<b>Student Support for Assigned School</b> <i>(Regular School Year)</i>	<b>Centrally Sponsored Meetings or Events</b> <i>(Regular School Year)</i>	<b>Centrally Sponsored Meetings or Events</b> <i>(Summer)</i>	<b>Building Watches</b> <i>(All year)</i>
<b>Examples</b>	Sports, Social Events, PTSA	JSCEE Events, School Board and Public Meetings <del>and Events</del> at Buildings	JSCEE Events, School Board and Public Meetings <del>and Events</del> at Buildings	Fire Watch, Intrusion Watch, Building Threats
<b>Priority for Assignment</b>	Building Security Specialist	Central Security Staff	Security Specialists volunteering for Summer Work <i>(excluding Summer School)</i>	Alarm Office
<b>More than 72 Hours</b>	Rotation by Building Security Specialist Departmental Seniority	<b>1st</b> - Rotation by Central Security Specialist Departmental Seniority <b>2nd</b> - Rotation by Building Security Specialist Departmental Seniority <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Rotation by Security Specialist Departmental Seniority (Extra Time) <b>2nd</b> - Rotation by Security Specialist Departmental Seniority (Over Time) <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Extra time by Alarm Seniority (Rotating) <b>2nd</b> - Extra Time by Security Specialist (Rotating) <b>3rd</b> - Overtime by Alarm Seniority (Rotating) <b>4th</b> - Overtime by Security Specialist (Rotating)
<b>72 hours to 24 hours</b>	Rotation by Building Security Specialist Departmental Seniority	<b>1st</b> - Rotation by Building Security Specialist Departmental Seniority <b>2nd</b> - Rotation by Building Security Specialist Departmental Seniority <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Rotation by Security Specialist Departmental Seniority (Extra Time) <b>2nd</b> - Rotation by Security Specialist Departmental Seniority (Over Time) <b>3rd</b> - Alarm Response Extra Time	<b>1st</b> - Extra time by Alarm seniority <b>2nd</b> - Extra Time by Security Specialist <b>3rd</b> - Overtime by Alarm seniority <b>4th</b> - Overtime by Security Specialist <b>5th</b> - Custodial
<b>Less than 24 hours</b>	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	Rotating Security Specialist Hotlist	<b>1st</b> - Extra time by Alarm Seniority <b>2nd</b> - Overtime by Alarm Seniority <b>3rd</b> - Rotating Security Specialist Hotlist

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**APPENDIX E**  
**CENTRAL PENSION FUND**  
**OF THE**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**AND**  
**PARTICIPATING EMPLOYERS**

During the continuance of this agreement, the District shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the bargaining unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said pension fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum and the effective date for payment of any said sum is defined and set forth on the following basis:

Effective September 1, 2013, pay an hourly sum of sixty cents (\$.60) per compensable hour for all bargaining unit employees, to be deducted from each employee's negotiated wages.

The District and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for each fund, as of September 7, 1960, establishing the Central Pension fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

The Employer and Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating each said fund. The Employer and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement

This Appendix may be modified during the term of this Agreement if there is written agreement to do so signed by both parties. The Unions membership may alter after the amount to be deducted no more than once per year with District consent. Any mutually agreed upon change in the amount to be deducted from each employee's negotiated wages must apply to and be approved by all Local 609 Bargaining Units.

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AGREEMENT REGARDING DISTRICT GROUP INSURANCE  
CONTRIBUTION FOR CLASSIFIED EMPLOYEES OF THE DISTRICT  
2013-2017

The District will budget an amount per month per eligible classified employee of the District (hereinafter "employee")\* for District contributions toward payment of premiums of District-approved group insurance programs from 9/01/2013 through 8/31/2014, 09/01/2014 through 8/31/2015, 09/01/2015 through 08/31/2016, and 09/01/2016 through 8/31/2017 (hereinafter 2013-2014, 2014-2015, 2015-2016, and 2016-2017 respectively). The District recognizes that the total amount budgeted per employee may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District, through the process noted below, will identify any unutilized portion of the budgeted amount and distribute such amount, if any, to the employees whose coverage exceeds the budgeted amount. The District and Local 609 agree as follows:

2013-2014:

a. For 2013-2014, the District shall budget per month, per employ, based on the State monthly allocation figure for insurance benefits.

b. For the period of each month, 9/2013 through 12/2013 like District's Maximum contribution, on behalf of each eligible employee, will be the State month allocation figure for insurance benefits to pay for district-approved group insurance benefits to pay for District-approved group insurance programs selected by the employee.

c. Based on 12/2013 payroll, the District shall determine the total budgeted amount for 2013-2014, which shall be based on the employees employed as of 12/01/2013. Also, based on the 12/2013 payroll, the District shall determine the total projected expenditure of funds in 2013-2014, taking into account (a) actual contributions made by the District for the period from 9/2013 through 12/2013, (b) projected contributions to be made at the budgeted contribution rate for the balance of 2013-2014, (c) the cost of group insurance programs, and (d) employee participation in group insurance programs.

d. For the periods of each month, 01/2014 through 08/2014, the unutilized amount (position difference), if any, between the total budgeted amount and the total projected expenditures will be divided on an equitable basis in pay periods between 01/01/2014 and 08/31/2014 among employees enrolled in District-approved group insurance programs whose cost of insurance coverage exceeds the State monthly allocation figure for insurance benefits. No employee shall receive more than the amount necessary to pay for District-approved insurance programs selected by that individual.

e. In order to avoid overspending the total budgeted amount stated in 1-a above, the District may, at any time after 01/01/2014, adjust downward the amount contributed per employee, such adjustment to be based on actual and projected costs of insurance premiums or changed participation rates.

f. The District's determinations of the unexpended amounts and the appropriate methods of distribution to employee, as described in ...

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**2017-2020 MEMORANDA OF UNDERSTANDING**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 609**  
**(Alarm Monitors and Security Response Specialist)**

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**Includes**

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**Summer Employment**

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**Video Surveillance**

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**Non-Retaliation**

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**Immigration**

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**Discrimination, Retaliation and HIB Complaint Investigation Process**

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**Harassment and Discrimination Investigation Procedures**

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING SUMMER EMPLOYMENT  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609**

~~2017-2020~~

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This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 (District) and the International Union of Operating Engineers, Local 609 (Union), representing Alarm Monitors and Security Response Specialists. The parties have agreed that the provisions set forth herein shall expire on August 31, 2017. The agreements between the parties are as follows:

1. The District and the Union will work together to maximize summer employment opportunities for employees represented in this unit.

To the extent that this MOU conflicts with any provisions of the Collective Bargaining Agreement in effect between the parties, the agreements set forth in this MOU shall control and any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this MOU.

\*This MOU is considered signed when the cover page of the Agreement is signed.

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING VIDEO SURVEILLANCE  
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609**

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**2017-2020**

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This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective when signed by both parties and expires at the same time (8/31/2017) as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

Video surveillance is defined as the surreptitious “collection, storage, taping transmission, or reception of images on video tape, disc, film, photo electronic, photo-optic, or other computer-based technology system to monitor or observe the conduct or actions of an employee at his or her worksite(s).” Video surveillance does not include the open and obvious use of video or film equipment to record events, or to the monitoring of electronic information sent or received by employees through e-mail or the Internet. The District understands that surveillance cannot be used to harass or intimidate employees.

If the District has a reasonable suspicion to believe that an individual is engaged in conduct that violates criminal law, civil law, District rules, or constitutes misconduct the District may utilize video surveillance on District property, in District buildings, and in/on District equipment to monitor an individual or an area where the conduct is believed to be taking place without notice to the individual or his or her union.

The determination whether the District has a reasonable suspicion to engage in video surveillance shall be made prior to the utilization of the video surveillance. Said determination shall be made by the Superintendent, the General Counsel, the Director of Logistics, the Director of Human Resources or the Safety and Security Manager. Video surveillance may be performed by the Safety and Security Department or any other entity with experience in investigation and/or video surveillance determined by any one of the administrators who could make the determination regarding reasonable suspicion to engage in video surveillance.

If the District uses information collected from video surveillance to impose discipline on an employee, the District will provide a copy of the video surveillance to the employee or the union after it has reviewed the surveillance and completed any required interviews with the employee concerning his or her conduct. In the event the employee is suspended without pay or terminated, the video surveillance must be provided 24 hours prior to any final meeting between the employee and the District to discuss his or her conduct. However, notwithstanding any other statement in this MOU, the District is not required to produce a copy of the video surveillance to an employee

or his or her union if said video surveillance is given to the police department or the Prosecuting Attorney's office relative to possible criminal violations of the law.

The information collected from video surveillance under the MOU shall be kept confidential and disclosure is restricted to individuals with a need to have access to the information to assess whether discipline will be imposed to perform their official job duties, or to process a related grievance. No other disclosure is permitted except in response to a court order or as otherwise required by law or when provided to local authorities in connection with possible criminal violation of the law.

Nothing in this document will prohibit the District, at its discretion and without notice, from establishing a general video surveillance of its facilities similar to the type of video surveillance done by other institutions such as banks, local convenience store, etc.

To the extent that this MOU conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this MOU shall control any inconsistent provisions of the negotiated Agreements shall be deemed modified for the duration of this MOU.

\*This MOU is considered signed when the cover page of the Agreement is signed.

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SEATTLE SCHOOL DISTRICT NO. 1**  
**AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS, LOCAL 609**  
**NON-RETALIATION**

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The District and Local 609 agree that claims of retaliation for exercising collective bargaining agreement and statutory rights must be discussed promptly. To accomplish this objective, the District and Local 609 agree as follows:

Local 609 may contact the Director of Labor Relations and request a meeting to discuss the alleged retaliatory behavior between a Local 609 represented member and a building principal. The Labor Relations Department will schedule a meeting between the Education Director, the Principal, a local 609 representative, and if needed, the Labor Relations Director or designee. Failure to schedule a meeting is considered a grievable issue under the grievance provisions contained in the District/Local 609 CBAs.

For purposed of this MOU, the purpose of any meeting is to discuss alleged retaliation that is based on collective bargaining statutory rights and district/Local 609 collective bargaining agreements.



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO.1  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 609  
CONCERNING CHANGE OF IMMIGRATION STATUS  
2017-2020**

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This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (Union) and Seattle School District No. 1 (District). This MOU is effective concurrent with Collective Bargaining Agreement.

**Statement of Intent**

The intent of this MOU is to offer support to employees who are legal workers but who must comply with immigration processes and/or attend to immigration challenges. It is understood that falsification of an application, I-9 form, or other hiring document may be grounds for discipline including termination and that termination for falsification of any such documents will eliminate any right to reemployment under this MOU or the collective bargaining agreement.

**Notification to Union**

If the District is advised that an employee who has completed his or her probationary period faces a challenge to his or her right to work in the United States, or that the INS is performing an immigration audit or initiating an investigation, or when the District receives a "no match" letter from the Social Security Administration, the District will advise the employee that he or she may have union representation and upon the employee's request notify and meet with the Union to discuss the issue. Whenever possible, this meeting shall take place before any action by the District is taken.

**Time off**

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to INS proceedings and any related matters related to the employee only. The District may request verification of such leave.

**Reemployment Within 12 Months**

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer reemployment to an available open position similar to that vacated, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

**Reemployment within 24 months**

In the event that an employee who has completed the probationary period is terminated because he or she is not authorized to work in the United States, the District will offer employment to an available open position similar to that vacated, as a new hire, without seniority, and subject to a new probationary period, upon the employee providing proper work authorization within an additional 12 months from the date of termination.

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\*This MOU is considered signed when the cover page of the Agreement is signed.

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**MEMORANDUM OF AGREEMENT BETWEEN**

**IUOE LOCAL 609**

**AND**

**SEATTLE SCHOOL DISTRICT No. 1**

**AGREEMENT REGARDING**

**DISCRIMINATION, RETALIATION, AND HIB COMPLAINT INVESTIGATION  
PROCESSES**

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**I. RECEIPT AND LOGGING OF COMPLAINT**

Formal Complaints of Discrimination, Retaliation, and Harassment, Intimidation, and/or Bullying filed with the Human Resources Department will be received and logged in the Labor and Employee Relations Division (LER). The log will record the date the complaint was received and how it was received, e.g. mail, email, telephone, in-person, fax, etc.

**II. INTAKE MEETING**

A representative from LER will attempt to contact the complainant/employee by telephone and/or email within seven days of receipt of the complaint to offer any needed assistance in completing the complaint form if not yet complete and/or to obtain any necessary information.

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**III. ACKNOWLEDGEMENT OF COMPLAINT**

Within seven (7) days of receipt of the complaint, LER will email the complainant/employee and the designated representative of Local 609 acknowledging receipt of the complaint. This notification also will include:

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- 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.

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#### IV. INTERVIEW SCHEDULING OF COMPLAINANT AND LOCAL 609 MEMBERS

As soon as possible, ordinarily within seven (7) days of the acknowledgment of the complaint, an LER staff member will begin efforts to arrange an interview of the complainant. If the complainant desires union representation, the LER staff member will include the appropriate Local 609 representative in the scheduling of the interview. This interview will be scheduled at a date and time mutually agreed upon by all parties necessary to the interview. Similarly, if a witness in the investigation of the complaint is a Local 609 member and desires union representation in any interview, the LER staff member will include the appropriate Local 609 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

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#### V. UPDATES TO LOCAL 609

Once the interview of the complainant is completed, an LER staff member on a bi-weekly basis (every other week) will update the appropriate Local 609 representative on the status of the investigation. These updates may be provided by email.

#### VI. FINDINGS/OUTCOME LETTERS

At the conclusion of the investigation, a letter detailing the findings and the outcome of the investigation signed by the appropriate District official will be provided to the complainant and the appropriate Local 609 representative. This letter will be provided by email to the complainant and Local 609 and via regular U.S. mail to the complainant's home address on record with the District. This letter will include an explanation of the appeal rights available to a complainant under the District's policies.

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#### VII. CLOSE OUT MEETING

After the conclusion of the investigation, the complainant will be offered the opportunity to have a "close out meeting" with the appropriate member(s) of the LER staff. This notice will be provided to the complainant via email, with cc to the appropriate Local 609 representative, within seven (7) days of the date of the Findings/Outcome letter. If the complainant desires to have union representation at this meeting, an LER staff member will coordinate the scheduling of this meeting with the complainant and the appropriate Local 609 representative. At this meeting, the LER staff member(s) will attempt to answer questions about the process of the investigation and the ultimate decision-making regarding the complaint, as well as options for the complainant in addition to appeal right

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#### VIII. THE TERMS OF THIS AGREEMENT PREVAIL

The parties agree that the terms of this Agreement prevail over any conflicting or contradictory terms that may exist in any prior Memorandum of Understanding and/or Settlement Agreement.

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This Agreement made and entered into this 19th day of April 2017.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEATTLE SCHOOL DISTRICT NO.1 AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 609**

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**CONCERNING HARASSMENT AND DISCRIMINATION INVESTIGATIONS**

**2017-2020**

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This Memorandum of Understanding (MOU) is entered into between IUOE, Local 609 (“Union”) and Seattle School District No. 1 (“District”). This MOU is effective when signed by both parties and expires at the same time as the current collective bargaining agreements between the parties. This MOU applies to all current collective bargaining agreements between IUOE, Local 609 and the District.

Seattle Public Schools (SPS) is committed to following its adopted procedures for investigating harassment and discrimination claims, as incorporated by reference into the SPS and International Union of Operating Engineers, Local 609 (Local 609) collective bargaining agreements. Accordingly, the parties have agreed to the following protocols for the processing and resolution of harassment and discrimination complaints:

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1. All complaints received from SPS employees will be handled confidentially and only those SPS employees who have a “need to know” will be involved in the investigative process.

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2. Correspondence to complainants will be handled confidentially and SPS will not use electronic mail or interoffice correspondence to communicate with complainants unless complainants state that they want to correspond via email.

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3. SPS will use qualified investigators to conduct investigations of harassment and discrimination complaints. Investigators may be outside contractors or current SPS employees who are qualified to perform investigations.

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4. SPS will not require a complainant to submit a complaint on a particular form, although complainants will be encouraged to use SPS’ standard complaint form.

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5. Any Local 609 member filing a harassment and/or discrimination complaint with SPS has a right to be accompanied, assisted and/or represented by a Local 609 representative at any or all stages of the complaint and investigative process, including but not limited to interviews by the assigned investigator and meetings to discuss findings. If an employee requests union representation, SPS and/or the investigator will include a Local 609 representative in the meeting.

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6. SPS will respond to complaints promptly and assign an investigator as soon as possible, ordinarily no later than one week from the filing of the complaint.

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7. When a complainant has requested Local 609 involvement, a Human Resources representative will meet with both the complainant and a Local 609 representative to discuss the complaint. At this time, either the complainant or Local 609 can outline any relevant information for the SPS investigator, including whether the alleged harasser or discriminating person has a history of complaints.

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8. Complainants will be asked to identify witnesses whom the complainant believes will be able to provide pertinent information regarding the complaint to the SPS investigator. The SPS investigator will speak with complainants about the list of witnesses and inform complainants when SPS will not be speaking to some witnesses.
9. SPS will endeavor to complete investigations in a timely manner, with the understanding that witness availability and involvement of outside agencies can significantly lengthen an investigation. SPS will keep the complainant and Local 609, if the complainant has requested Local 609 involvement, apprised of the status of investigations on a regular basis. Once the findings of the investigation have been made, SPS will provide information regarding the findings to Local 609 and the complainant. A copy to the complainant will be sent via certified mail and regular mail to the complainant's home address unless the complainant requests correspondence via e-mail. Copies to Local 609 will be sent via regular mail.
10. Local 609 may request a telephone conference or meeting with a Human Resources representative to discuss the findings at the conclusion of the investigation.
11. SPS plans to redesign the harassment and discrimination complaint process for all employees in the near future. Before any changes that are made that could have an impact on this settlement agreement, SPS will meet with Local 609 to discuss the proposed changes.

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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:¶

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Evaluations¶

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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 prior to the end of the 2013-14 school year. ¶

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609**  
**CONCERNING ARTICLE XVII(C): DISCIPLINE**

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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.

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The parties agree that Article XVII(C) will be applied as follows:

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Administrative Leave Procedure: Local 609 Employees

The District has the discretion to place an employee on administrative leave when allegations have been made against the employee involving conduct that:

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1. Directly or indirectly endangers staff or students (including, but not limited to, assault, sexual misconduct, threats to self or others, abuse, drug use, or alcohol use during school hours);
2. Has the potential to disrupt the educational environment; or
3. Has the potential to interfere with an investigation.

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Employees *may not* be placed on administrative leave if their alleged conduct does not meet one of the criteria listed above.

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1. Making the Administrative Leave Decision. The decision to place an employee on administrative leave will be made by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available). The District will provide the employee and Local 609 written notice of the allegations, and meet with the employee and a Local 609 representative (if the employee desires representation), prior to making the decision to place a Local 609 bargaining unit member on administrative leave.

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a. Emergency Removal. The District reserves the right to forego this meeting if the nature of the allegations against the employee necessitates his or her immediate removal from the workplace. In such cases, the District agrees to meet with the employee and a Local 609 representative (if the employee desires representation) to discuss the decision to place the employee on administrative leave on the following business day. Building administrators will be advised that if they believe a staff member should be placed on administrative leave, they should contact the Assistant Superintendent, Human Resources and the Local 609 member's Department Director/Manager (or their designees, if the Assistant Superintendent, Human Resources and/or Department Director/Manager is not available).

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b. Discretion to Place Employee on Emergency Administrative Leave. In an emergency situation, appropriate Department Directors/Managers (Director of

Nutrition Services, Director of Facilities Operations, School Security Manager, or Safety and Security Management Manager) have the authority to send a staff member home for the remainder of the day. In such cases, the Department Director/Manager shall notify the Assistant Superintendent, Human Resources prior to the employee being released. When possible, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall confer with the Department Director/Manager to make a preliminary determination of the credibility of the allegations before the employee is released.

2. Reapproval. The District shall approve administrative leave beyond 15 calendar days in 30-day increments. After an employee has been on administrative leave for 15 calendar days, the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) shall determine whether there is evidence to support the conclusion that the employee's presence in the workplace poses a continuing risk of harm to staff or students, disruption of the educational environment, or interference with the investigation. If the employee's presence in the workplace would not pose a continuing risk, the employee will be returned to work. If an employee continues on administrative leave after the 15-day review, his or her administrative leave status will be reviewed by the Assistant Superintendent, Human Resources (or his/her designee if the Assistant Superintendent, Human Resources is not available) every 30 days thereafter.
3. Administrative Leave is Not Imposed As Discipline. Employees placed on administrative leave are paid and retain all legal and contractual rights to contest any discipline that may be imposed. Employees who are eligible for overtime opportunities, based on the Local 609 practice for assigning overtime, will be paid for missed overtime opportunities that occurred during their leave. Local 609 agrees to notify the District if their practice for assigning overtime changes any time after the effective date of this MOU, so that the District can request to bargain over the impact of those changes.
4. Employee Rights on Leave. At the time the employee is placed on administrative leave, the District will provide the employee with an information sheet that informs the employee (1) about administrative leave and how it works; (2) that s/he can seek union and/or private legal representation; (3) s/he can access the District's Employee Assistance Program; (4) about the procedure for getting access to his or her personal belongings, and (5) that s/he can get periodic updates on the status of his or her leave.
5. Restrictions on Access to Buildings and Contact with Students. Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students about the allegation(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss his or her wages and/or working conditions with others inside or outside the District. If an employee needs to get his or her belongings from his or her worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.
6. Length of Leave. The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.





## Local 609 Economic Package

For all units a three-year package including:

Effective	Description	Amount
9/1/2017	3% general wage increase; Limited modifications see below.	\$898,489
9/1/2018	3% general wage increase or increase in CPI whichever is greater.	\$1,744,639
9/1/2019	3% general wage increase or state designated inflationary adjustment whichever is greater plus any increase proved by contract for the prior year which is not allowed by state law.	\$2,543,370
	<b>subtotal</b>	<b>\$5,186,497</b>

### Unit A - Facilities - Adjustments beyond general wage increase

9/1/2017	Additional 2% for Assistant Custodian G - 3 year cost.	\$244,558
9/1/2017	Additional .5% for Licensed Assistant I - 3 year cost.	\$14,088
9/1/2017	Additional 2% for Gardener - 3 year cost.	\$37,152
4/1/2018	Newly hired apprentice custodian pay will be linked to the J scale (effective 10/01/2018) - 2 year cost.	\$116,491
9/1/2017	Head Assistants I at 2 Middle School increased to J scale - 3 year cost.	\$21,795
9/1/2018	Peak period incentive - 2 year cost.	\$8,187
9/1/2017	Part time employees will receive step increases step increase 2 times per year - 3 year cost.	\$49,920
	<b>subtotal</b>	<b>\$492,191</b>

### Unit B - Nutrition Services - Realignment

9/1/2017	Catering/Dining Coordinator - To be paid at the same level as Secondary Manager over 500 and grouped with the Central Kitchen Manager's -3 year cost.	\$1,502
7/1/2018	Nutrition Services desires to add - SNA level 4 certificate will be paid an additional \$0.44 per hour - 3 year cost.	\$26,086
	<b>subtotal</b>	<b>\$27,588</b>
	<b>Total</b>	<b>\$5,706,277</b>