



# **SCHOOL BOARD ACTION REPORT**

**DATE:** November 18, 2016  
**FROM:** Dr. Larry Nyland, Superintendent  
**LEAD STAFF:** Stan Damas, Executive Director of Labor & Employee Relations, 206-252-0294; Clover Codd/Assistant Superintendent of Human Resources, 206-252-0282

## **1. TITLE**

Approval of two 2016-2017 International Union of Operating Engineers (IUOE) Local 609 Nutrition Services Salary Schedules, one for 9/1/2016-12/31/2016 and one effective 1/1/2017

**For Introduction:** December 7, 2016

**For Action:** January 4, 2017

## **2. PURPOSE**

This action would approve salary schedules for District employees in Nutrition Services covered under the collective bargaining agreement with IUOE Local 609.

## **3. RECOMMENDED MOTION**

I move that the Seattle School Board approve the attached Nutrition Services Salary Schedules as negotiated with IUOE Local 609 and authorize the Superintendent to take the associated actions necessary to implement the rates as specified on the schedules which include rates retroactively effective to January 1, 2017.

## **4. BACKGROUND INFORMATION**

### **a. Background**

The current collective bargaining agreement between the District and Local 609 of the International Union of Operating Engineers covering nutrition services employees provides in Article XII, Wages and Employee Benefits, Section A Wages, paragraph 2.e, that the parties would, “prior to the 2016-17 school year, conduct a joint comprehensive compensation study and will meet to discuss the application of the salary survey” to the compensation framework for the 2016-17 school year.

In addition, the City of Seattle’s Minimum Wage Ordinance applicable to the Seattle Public Schools, provided for increases to the minimum wage payable to District employees to \$15 per hour either on January 1, 2017 for employees for whom medical plan contributions are not made, or January 1, 2018 for employees who do receive medical plan contributions from the District. This bargaining unit included employees impacted by this ordinance, requiring increases effective January 2017. Discussions and negotiations with Local 609 began over the summer of 2016. The negotiations were held with assistance from outside labor counsel Lorraine Wilson with Porter Foster Rorick. As was discussed with the School Board in closed session, the focus of these negotiations was compliance with the Minimum Wage Ordinance while giving due consideration to the relationships between positions in the nutrition services career structure.

A tentative agreement was reached between the District and IUOE Local 609 on September 27, 2016.

**b. Alternatives**

Not ratify the pay schedule and the District and IUOE Local 609 would continue to bargain, but rates would need to be raised to comply with the City of Seattle Minimum Wage Ordinance.

**c. Research**

Not applicable.

**5. FISCAL IMPACT/REVENUE SOURCE**

This agreement covers wages for approximately 225 Nutrition Services workers, including both those employed at schools and at the District’s central facility, represented by IUOE Local 609. The additional cost for the current fiscal year in addition to the salaries previously approved, effective September 1, 2016 is less than \$186,331 and would be paid retroactively upon approval. The 12-month (September 1, 2016 – August 31, 2017) cost of this agreement is \$279,497.

The revenue source for this motion is general funds.

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 a school district and a union representing its employees is to be carried out by representatives of the District and the applicable union.

**7. EQUITY ANALYSIS**

As stated in the Minimum Wage Ordinance, over 100,000 Seattle workers earn wages insufficient to support themselves and their families. In Seattle, the weight of income inequality falls disproportionately on people of color and on women. More than 34% of all women and

over 40% of African Americans and Asian and Pacific Islander Americans rank among low wage workers in Seattle. For Latinos, that number is nearly 50%, and it is 70% for Native Americans. Over 24% of Seattle residents earn hourly wages of \$15.00 per hour or less and approximately 13.6% of the Seattle community lives below the poverty level.

Nutrition Services workers overall are 90% female and 55% people of color. Those earning less than \$15.00 per hour, were comprised of 89% female and 65% people of color to include 26% African Americans, 23% Asian, and 8% Hispanic/Latino.

Seattle Public Schools, in implementing the changes to comply with the Minimum Wage Ordinance promotes racially equitable outcomes for Nutrition Services employees.

**8. STUDENT BENEFIT**

Employees covered by this agreement are instrumental in maintaining safe and healthy 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 this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Approval of this action complies with Board Policy 5020, Collective Bargaining.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Executive Committee meeting on December 1, 2016. The Committee moved this item forward to the full Board with a recommendation for approval.

**12. TIMELINE FOR IMPLEMENTATION**

The salary schedule will be implemented upon approval. Pay raises will be implemented as shown on the schedules, which may include retroactive pay to September 1, 2016. The negotiation process was a closed-door discussion between the two bargaining parties.

**13. ATTACHMENTS**

- 2016-2017 Nutrition Services Salary Schedule (FS1) effective September 1, 2016
- 2016-2017 Nutrition Services Salary Schedule (FS1) effective January 1, 2017

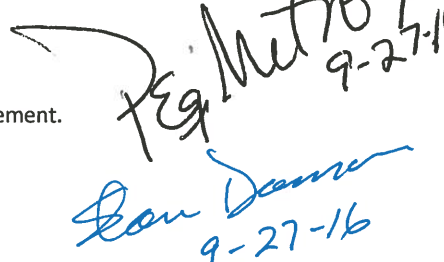
2016-17 NUTRITION SERVICES SALARY SCHEDULE (FS1)

2016-17 effective 9/01/16; 1.8% pass-through

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	\$ 21.86	\$ 22.52	\$ 23.19	\$ 23.85	\$ 24.54	\$ 25.25	\$ 25.98	\$ 26.76
Central Kitchen Coordinator	\$ 20.25	\$ 20.89	\$ 21.52	\$ 22.17	\$ 22.85	\$ 23.52	\$ 24.23	\$ 24.96
<b>Secondary Managers</b>								
Secondary Manager Over 500	\$ 18.08	\$ 18.65	\$ 19.20	\$ 19.82	\$ 20.37	\$ 21.01	\$ 21.65	\$ 22.29
Secondary Manager Under 500	\$ 17.56	\$ 18.11	\$ 18.66	\$ 19.20	\$ 19.82	\$ 20.37	\$ 21.01	\$ 21.65
Catering/Dining Coordinator	\$ 17.91	\$ 18.46	\$ 19.02	\$ 19.62	\$ 20.17	\$ 20.79	\$ 21.43	\$ 22.07
<b>Other Positions</b>								
Float Manager	\$ 16.91	\$ 17.40	\$ 17.92	\$ 18.46	\$ 19.02	\$ 19.62	\$ 20.17	\$ 20.79
* Central Kitchen Lead	\$ 15.10	\$ 15.94	\$ 16.32	\$ 16.78	\$ 17.23	\$ 17.74	\$ 18.26	\$ 18.80
Assistant Manager	\$ 14.61	\$ 14.98	\$ 15.33	\$ 15.75	\$ 16.19	\$ 16.65	\$ 17.15	\$ 17.65
Bulk Floating Satellite Manager Over 300	\$ 14.76	\$ 15.10	\$ 15.45	\$ 15.92	\$ 16.34	\$ 16.78	\$ 17.26	\$ 17.76
Bulk Floating Satellite Manager Under 300	\$ 14.40	\$ 14.72	\$ 15.15	\$ 15.51	\$ 15.95	\$ 16.35	\$ 16.82	\$ 17.33
Prepack Satellite Manager Over 200	\$ 14.40	\$ 14.72	\$ 15.15	\$ 15.51	\$ 15.95	\$ 16.35	\$ 16.82	\$ 17.33
Prepack Satellite Manager Under 200	\$ 14.18	\$ 14.58	\$ 15.00	\$ 15.35	\$ 15.76	\$ 16.20	\$ 16.58	\$ 17.07
Central Kitchen/Deli/Catering Assistant	\$ 13.91	\$ 14.28	\$ 14.72	\$ 15.06	\$ 15.44	\$ 15.88	\$ 16.24	\$ 16.73
Float Lunchroom Assistant	\$ 13.77	\$ 14.15	\$ 14.58	\$ 14.91	\$ 15.29	\$ 15.73	\$ 16.10	\$ 16.57
001 Lunchroom Assistant	\$ 13.50	\$ 13.86	\$ 14.23	\$ 14.62	\$ 14.95	\$ 15.39	\$ 15.76	\$ 16.27
Substitute (represented)	\$ 13.34							
Substitute (non-represented)	\$ 13.23							

- Employees who have worked in a Nutrition Services assigned position for 20 or more years as of 9/1 shall receive an additional \$0.36 cents per hour.
- Employees who are currently certified through the School Nutrition Association (SNA) will be paid as follows:
  - SNA Level 1 Certificate will be paid an additional \$0.25 cents per hour
  - SNA Level 2 Certificate will be paid an additional \$0.61 cents per hour
  - SNA Level 3 Certificate will be paid an additional \$1.09 per hour
- Employees must provide a copy of their certification prior to the date of expiration. If an employee receives pay for certification that has expired the employee will be required to pay, in full, the entire overpayment.
- Employees can be paid for up to 26 hours of voluntary training at their current hourly wage rate.
- Training Kitchen Manager at McClure MS will be compensated for training hours on a salary range equivalent to the Central Kitchen Coordinator.
- Premiums (e.g., certifications, seniority) are in addition to base hourly rates; and annual step increases apply in subsequent year, per settlement agreement.

TA  
  
 9/27/16

Reg. Nutrition  
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2016-17 NUTRITION SERVICES SALARY SCHEDULE (FS1)  
 Effective 1/1/17

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	\$ 21.86	\$ 22.52	\$ 23.19	\$ 23.85	\$ 24.54	\$ 25.25	\$ 25.98	\$ 26.76
Central Kitchen Coordinator	\$ 20.31	\$ 20.94	\$ 21.58	\$ 22.23	\$ 22.91	\$ 23.60	\$ 24.31	\$ 25.03
<b>Secondary Managers</b>								
Secondary Manager Over 500	\$ 18.44	\$ 19.02	\$ 19.58	\$ 20.21	\$ 20.78	\$ 21.42	\$ 22.08	\$ 22.74
Secondary Manager Under 500	\$ 17.90	\$ 18.45	\$ 19.02	\$ 19.57	\$ 20.19	\$ 20.77	\$ 21.41	\$ 22.06
Catering/Dining Coordinator	\$ 18.26	\$ 18.83	\$ 19.39	\$ 20.00	\$ 20.56	\$ 21.20	\$ 21.82	\$ 22.49
<b>Other Positions</b>								
Float Manager	\$ 17.38	\$ 17.86	\$ 18.40	\$ 18.97	\$ 19.53	\$ 20.15	\$ 20.72	\$ 21.36
* Central Kitchen Lead	\$ 16.87	\$ 17.30	\$ 17.72	\$ 18.20	\$ 18.69	\$ 19.24	\$ 19.82	\$ 20.40
Assistant Manager	\$ 15.98	\$ 16.38	\$ 16.76	\$ 17.23	\$ 17.71	\$ 18.21	\$ 18.76	\$ 19.32
Bulk Floating Satellite Manager Over 300	\$ 16.14	\$ 16.51	\$ 16.90	\$ 17.42	\$ 17.87	\$ 18.35	\$ 18.87	\$ 19.42
Bulk Floating Satellite Manager Under 300	\$ 15.75	\$ 16.10	\$ 16.57	\$ 16.96	\$ 17.45	\$ 17.88	\$ 18.40	\$ 18.95
Prepack Satellite Manager Over 200	\$ 15.75	\$ 16.10	\$ 16.57	\$ 16.96	\$ 17.45	\$ 17.88	\$ 18.40	\$ 18.95
Prepack Satellite Manager Under 200	\$ 15.52	\$ 15.94	\$ 16.50	\$ 16.79	\$ 17.23	\$ 17.72	\$ 18.13	\$ 18.67
Central Kitchen/Deli/Catering Assistant	\$ 15.37	\$ 15.79	\$ 16.27	\$ 16.64	\$ 17.06	\$ 17.55	\$ 17.96	\$ 18.50
Float Lunchroom Assistant	\$ 15.26	\$ 15.67	\$ 16.15	\$ 16.52	\$ 16.93	\$ 17.43	\$ 17.83	\$ 18.36
001 Lunchroom Assistant	\$ 15.20	\$ 15.61	\$ 16.02	\$ 16.46	\$ 16.83	\$ 17.33	\$ 17.74	\$ 18.31
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