



2025-2026 Collective Bargaining Agreement with IUOE Local 302

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

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

Labor & Employee Relations Department
LaborRelations@seattleschools.org

The 2025-2026 Collective Bargaining Agreement (CBA) between SPS and IUOE Local 302 is a labor contract between the parties for a one-year period commencing September 1, 2025 and ending August 31, 2026.



2025 - 2026 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

Includes:

- 2025 - 2026 Master Labor Agreement
- Appendix A: Custodial & Grounds Classifications
- Appendix B: Culinary Services Classification
- Appendix C: School Security Classifications
- Appendix D: Alarm Monitor Classifications

2025 - 2026 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 302

Seattle School District Negotiating Team:

IUOE Local 302 Negotiating Team:

Tina Meade, Chief Negotiator

Shelly Filippi, Chief Negotiator

Frank Griffin

Dacia Burley

John Hughes

Jeff Frazier

Aaron Smith

Jennifer Bentz

Eva Yablonsky-Smith

Brett Gambol

Semhar Kifle

Jose Curiel Morales

Dan DeLong

Sean Griffin

In witness whereof, the parties hereto have executed this Agreement on 9/11/2025.

For Seattle School District No.1

For International Union of Operating Engineers,

Signed by:

036D753D162A481...

Fred Podesta
Interim Superintendent
Seattle Public Schools

DocuSigned by:

966C5B817E2342C...

Jeff Frazier
In-House Counsel
IUOE Local 302

Signed by:

D60CDBC9F9E341A...

Dr. Sarah Pritchett
Assistant Superintendent of Human Resources
Seattle Public Schools

DocuSigned by:

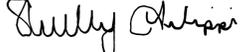
633665ACB13C40D...

Tony Frascione
District Representative
IUOE Local 302

DocuSigned by:

0D2973E0005849C...

Tina Meade
Director of Labor Relations
Seattle Public Schools

DocuSigned by:

4A8DC8CCD10F490...

Shelly Filippi
Field Representative
IUOE Local 302

**2025 - 2026 COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS**

**MASTER LABOR AGREEMENT
COVERING ALL CLASSIFICATIONS**

ARTICLE 1: PARTIES TO THE AGREEMENT..... 1
ARTICLE 2: RECOGNITION 1
ARTICLE 3: APPLICATION OF AGREEMENT..... 1
ARTICLE 4: MANAGEMENT RIGHTS 2
ARTICLE 5: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP 3
ARTICLE 6: ACCESS TO NEW EMPLOYEES 3
ARTICLE 7: PAYROLL DEDUCTION OF UNION DUES 4
ARTICLE 8: COMMUNICATION RIGHTS AND PRIVILEGES; SHOP STEWARDS..... 4
ARTICLE 9: LEAVES FOR UNION ACTIVITIES..... 5
ARTICLE 10: EXTENDED LEAVE WITHOUT PAY FOR UNION EMPLOYMENT 7
ARTICLE 11: PAY PROCEDURES..... 7
ARTICLE 12: GROUP INSURANCE PROVISIONS..... 8
ARTICLE 13: PROTECTION OF EMPLOYEES AND PERSONAL PROPERTY 8
ARTICLE 14: RETIREMENT BENEFITS..... 9
ARTICLE 15: VEBA..... 9
ARTICLE 16: SENIORITY LISTING 10
ARTICLE 17: SAFETY 11
ARTICLE 18: LEAVES 11
ARTICLE 19: DISCIPLINE & INVESTIGATION PROCEDURES..... 22
ARTICLE 20: GRIEVANCE PROCEDURE..... 23
ARTICLE 21: JOB DESCRIPTION 26
ARTICLE 22: ORCA CARD 26
ARTICLE 23: EMPLOYMENT RECORD..... 26
ARTICLE 24: LIABILITY COVERAGE AND HOLD HARMLESS 27
ARTICLE 25: SUPPLEMENTAL EMPLOYMENT STANDARDS..... 27
ARTICLE 26: LABOR MANAGEMENT COMMITTEE 28
ARTICLE 27: DISTRIBUTION OF AGREEMENT 28
ARTICLE 28: TERM AND RENEGOTIATION OF AGREEMENT..... 29

MASTER LABOR AGREEMENT: MEMORANDA OF UNDERSTANDING

RE: VIDEO SURVEILLANCE..... 31
RE: NON-RETALIATION 33
RE: CHANGE OF IMMIGRATION STATUS 34
RE: COMPLAINT INVESTIGATION PROCESSES 36
RE: ADMINISTRATIVE LEAVE PROCEDURE 38

APPENDICES

APPENDIX A: CUSTODIAL AND GROUNDS CLASSIFICATIONS

ARTICLE A.1: CUSTOMER SERVICE MODEL..... 39
ARTICLE A.2: WAGES 40
ARTICLE A.3: INCREMENT CRITERIA..... 50

ARTICLE A.4: STEP-UP PAY52
 ARTICLE A.5: TEMPORARY UPGRADE52
 ARTICLE A.6: LONGEVITY52
 ARTICLE A.7: SHIFT PREMIUM52
 ARTICLE A.8: MOBILE AA PREMIUM52
 ARTICLE A.9: CHEMICAL APPLICATION PREMIUM52
 ARTICLE A.10: REFRIGERATION PREMIUM53
 ARTICLE A.11: RESOURCE CONSERVATION SPECIALIST LICENSE/CERTIFICATION
 PREMIUM53
 ARTICLE A.12: GROUNDS CERTIFICATION PREMIUMS53
 ARTICLE A.13: PESTICIDE LICENSE PREMIUM53
 ARTICLE A.14: SAFETY EQUIPMENT AND CLOTHING ALLOWANCE53
 ARTICLE A.15: HOLIDAYS54
 ARTICLE A.16: SHIFTS AND HOURS55
 ARTICLE A.17: OVERTIME56
 ARTICLE A.18: EMERGENCY CALL BACK57
 ARTICLE A.19: VACATION LEAVE58
 ARTICLE A.20: VACANCIES, TRANSFERS, AND PROMOTIONS62
 ARTICLE A.21: BUILDING RECLASSIFICATION AND STAFF ADJUSTMENTS67
 ARTICLE A.22: TIME ALLOCATION STANDARDS70
 ARTICLE A.23: PERFORMANCE EVALUATION AND CORRECTIVE ACTION70
 ARTICLE A.24: BOILER OPERATIONS72
 ARTICLE A.25: CHIEF BOILER ENGINEER LICENSE REQUIREMENTS72
 ARTICLE A.26: IN-SERVICE TRAINING73
 ARTICLE A.27: TRAVEL ALLOWANCE73
 ARTICLE A.28: SELF-HELP PROJECTS73
 ARTICLE A.29: SUPPLEMENTAL EMPLOYMENT73
 ARTICLE A.30: CENTRAL PENSION FUND74
 MOU RE: WESTERN WASHINGTON STATIONARY ENGINEERS TRAINING TRUST76

APPENDIX B: CULINARY SERVICES CLASSIFICATIONS

ARTICLE B.1: CUSTOMER SERVICE MODEL78
 ARTICLE B.2: PAYROLL DEDUCTION OF UNION DUES – CULINARY SERVICES79
 ARTICLE B.3: PRORATING PAY79
 ARTICLE B.4: WAGES79
 ARTICLE B.5: INCREMENT CRITERIA81
 ARTICLE B.6: STEP UP PAY81
 ARTICLE B.7: CERTIFICATION PAY INCREASES82
 ARTICLE B.8: LONGEVITY82
 ARTICLE B.9: HOLIDAYS82
 ARTICLE B.10: WORK YEAR CALENDAR83
 ARTICLE B.11: HOURS OF WORK AND WORKDAY84
 ARTICLE B.12: SCHOOL CLOSURE REASSIGNMENT85
 ARTICLE B.13: OVERTIME85
 ARTICLE B.14: EXTRA TIME86
 ARTICLE B.15: CALL BACK86
 ARTICLE B.16: CATERING ASSIGNMENTS87
 ARTICLE B.17: INCLEMENT WEATHER87
 ARTICLE B.18: IN-SERVICE TRAINING88

ARTICLE B.19: TRAVEL ALLOWANCE.....89
ARTICLE B.20: CLOTHING ALLOWANCE.....89
ARTICLE B.21: VACATION LEAVE.....89
ARTICLE B.22: STAFF ADJUSTMENTS91
ARTICLE B.23: VACANCIES, TRANSFERS, AND PROMOTIONS.....93
ARTICLE B.24: PERFORMANCE EVALUATION AND CORRECTIVE ACTION96
ARTICLE B.25: SUMMER EMPLOYMENT; SUBSTITUTES98
ARTICLE B.26: LEGAL REFERRAL ASSISTANCE100
ARTICLE B.27: CENTRAL PENSION FUND.....101

APPENDIX C: SCHOOL SECURITY CLASSIFICATIONS

ARTICLE C.1: CUSTOMER SERVICE MODEL102
ARTICLE C.2: PAYROLL DEDUCTION OF UNION DUES – SCHOOL SECURITY103
ARTICLE C.3: WAGES103
ARTICLE C.4: INCREMENTS107
ARTICLE C.5: HOLIDAYS107
ARTICLE C.6: DAYS OF DUTY AND WORKDAY108
ARTICLE C.7: OVERTIME110
ARTICLE C.8: CALL BACK115
ARTICLE C.9: TRAVEL ALLOWANCE.....115
ARTICLE C.10: VACATION LEAVE116
ARTICLE C.11: ASSIGNMENTS.....116
ARTICLE C.12: IDENTIFICATION CARDS.....118
ARTICLE C.13: CELL PHONES118
ARTICLE C.14 PERFORMANCE EVALUATION AND CORRECTIVE ACTION.....118
ARTICLE C.15: PROMOTIONS.....119
ARTICLE C.16. STAFF ADJUSTMENT.....120
ARTICLE C.17: PRESERVATION OF ORDER121
ARTICLE C.18: ORIENTATION/TRAINING122
ARTICLE C.19: TRAINING.....122
ARTICLE C.20: TRAINING COMMITTEE.....123
ARTICLE C.21: CENTRAL PENSION FUND.....123

APPENDIX D: ALARM MONITOR CLASSIFICATIONS

ARTICLE D.1: CUSTOMER SERVICE MODEL.....125
ARTICLE D.2: DEFINITIONS.....126
ARTICLE D.3: WAGES126
ARTICLE D.4: INCREMENTS130
ARTICLE D.5: CASUAL ASSIGNMENT PREMIUM130
ARTICLE D.6: HOLIDAYS130
ARTICLE D.7: DAYS OF DUTY AND WORKDAY131
ARTICLE D.8: OVERTIME.....132
ARTICLE D.9: CALL BACK, EMERGENCY STAFFING, AND DOUBLE SHIFTS.....134
ARTICLE D.10: TRAVEL ALLOWANCE.....135
ARTICLE D.11: VACATION LEAVE.....136
ARTICLE D.12: DISTRICT IDENTIFICATION CARDS136
ARTICLE D.13: PRESERVATION OF ORDER.....137
ARTICLE D.14: PERFORMANCE EVALUATION AND CORRECTIVE ACTION137

ARTICLE D.15: PROMOTIONS.....	139
ARTICLE D.16: LAYOFF AND RECALL.....	139
ARTICLE D.17: TRAINING	140
ARTICLE D.18: TRAINING COMMITTEE.....	141
ARTICLE D.19: CENTRAL PENSION FUND	141

2025 - 2026 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

MASTER LABOR AGREEMENT

ARTICLE 1: 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 (District) and International Union of Operating Engineers Local 302 (Local 302), representing those employees of the Seattle School District No. 1 working in job classifications listed in Appendices A, B, C, and D, except those employees excluded by Chapter 41.56 RCW or rulings of the Public Employment Relations Commission.

The Articles of this Agreement are intended to establish the common contractual provisions applicable to all employees represented by Local 302 no matter the bargaining unit to which they belong. The Articles of this Agreement are supplemented by Appendices A, B, C, and D, which are attached hereto and made part of this Agreement. The supplemental provisions in those Appendices apply exclusively to the classifications identified and set forth within each respective Appendix.

ARTICLE 2: 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. 302 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 302.

ARTICLE 3: APPLICATION OF AGREEMENT

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees as identified in Article 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.
- E. 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; ethnicity; creed; color; religion; ancestry; marital status; national origin; economic status; homelessness; immigration or citizenship status; sex; sexual orientation; gender expression; gender identity; age; pregnancy; physical appearance; the presence of any sensory, mental, or physical disability; neurodivergence; honorably discharged veteran or military status; or the use of a service animal by a person with a disability except as may be permitted to meet a bona fide occupational qualification and the District shall comply with State or Federal laws as may pertain thereto.
- F. In implementing the Affirmative Action program, the District shall recruit, employ, and assign personnel in conformity with State and Federal laws, rules, regulations, and directives.

ARTICLE 4: MANAGEMENT RIGHTS

- A. The Union recognizes the District's inherent and traditional rights to direct and manage its business functions. These include:
 - 1. The right of the District to hire, terminate, suspend, transfer, promote, 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. 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.
- D. 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.
- E. The exercise of the Management Rights herein does not modify the employee's right to appeal through the Grievance Procedure, when such exercise violates the letter and intent of this Agreement.

ARTICLE 5: NONINTERFERENCE RIGHTS OF UNION MEMBERSHIP

The District agrees that it will not interfere with the 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 their membership in the Union.

ARTICLE 6: ACCESS TO NEW EMPLOYEES

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the District will provide the Union with access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the District and the Union. This access may occur during a new employee orientation and will be for no less than thirty (30) minutes. Union meetings with new employees will include only the new bargaining unit employees and the Union's Field Representative and/or a Union Steward. A Union Steward tasked with presenting information about the Union during their regular work hours will do so without loss of pay, but

travel reimbursement for mileage (as found in the respective appendices at Article A.27, B.19, C.9, and D.10) does not apply for Union Steward travel to provide new employee presentation.

ARTICLE 7: PAYROLL DEDUCTION OF UNION DUES

- A. Provision shall be made by the District for payroll deductions of employee organization dues and assessments of all members upon written authorization by the employee Union member on an official form. Employees shall authorize dues deduction in accordance with Chapter 41.56.110 RCW when they become Union members. An employee may cancel their payroll deduction of dues and assessments by written notice to the Union and to the District, with the District stopping dues deductions following written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee. The District will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice from the employee and confirmation from the Union that the cancellation notice is compliant with the terms of the written authorization.
- B. The Union will be responsible for setting the amount of dues deduction and will inform the Payroll Office of any changes in dues at least thirty (30) days before the change is to be made.
- C. By September 1 of each year, the Union will forward a letter to the Payroll Office which will contain the names of officers and instructions for forwarding the monthly remittance. The Payroll Office will forward the monthly remittance to the Union on or as close to the tenth (10th) calendar day of the month as possible.
- D. The 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.
- E. Union members within job classifications set forth within Appendix B and Appendix C are subject to an additional provision regarding payroll deduction of Union dues.

ARTICLE 8: COMMUNICATION RIGHTS AND PRIVILEGES; SHOP STEWARDS

- 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 Field Representative or designee is invited to participate as an observer in regularly scheduled or special meetings with members of Local 302.
- D. The Union may be represented by Shop Stewards. Stewards may be selected in such manner as the Union may determine. The Union shall notify the District in writing of the names of the Stewards. Only such Stewards shall be accorded recognition by the District.
- E. Designation of Shop Stewards:
 - 1. Custodial/Grounds bargaining unit: The Union may designate one (1) employee as a steward for each nine (9) school buildings. and two (2) gardener employees as stewards for each crew; provided that the Union may designate a temporary steward to act for any regular steward who is absent for any reason.
 - 2. Culinary Services bargaining unit: The Union may designate one (1) employee as a steward for each nine (9) school buildings. In the absences of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.
 - 3. School Security Specialists bargaining unit: The Union may designate one (1) employee as a steward for each ten (10) School Security Specialists assigned to buildings. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.
 - 4. Alarm Monitor and Security Response Specialist bargaining unit: The Union may designate one (1) employee as a steward for each ten (10) Bargaining Unit employees assigned to buildings. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward.

ARTICLE 9: LEAVES FOR UNION ACTIVITIES

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.

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 they 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 eight hundred (800) hours per year of the Agreement paid for by the District for each year of the collective bargaining agreement. Any unused hours in a given contract year will expire at the conclusion of the contract year (August 31) and will not be carried over into the next contract year. The pool of hours is to be used 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. 302, the substitute, if needed will be paid for by the District.

C: Steward Activities

Stewards shall be permitted to attend grievance meetings, Weingarten meetings, Loudermill hearings, labor management meetings, new employee orientations, contract negotiation sessions with the District, and any other meetings with the District, without loss of pay.

ARTICLE 10: EXTENDED LEAVE WITHOUT PAY FOR UNION EMPLOYMENT

- A. Employees shall be granted full-time extended leave without pay when the employee becomes employed full-time by the Union. The extended leave shall last as long as the employee is employed by the Union. Upon providing the District with no less than twenty (20) business days notice, the employee shall be returned to the job classification they held immediately prior to their extended leave. If less than twenty (20) business days notice is provided, the District has the right to shift the employee to a classification for which they are qualified.
- B. The District retains the right to determine worksite assignment upon the employee's return. The employee shall retain their accrued seniority at the point they went out on unpaid leave for the duration of their extended leave but shall not accrue seniority for the time spent employed by the Union.
- C. The District agrees to fill the vacancy created by the granting of the leave described in Section A above as soon as practicable.

ARTICLE 11: 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. Direct Deposit. All employees are paid either by direct deposit to a personal account at a participating financial institution or they will be issued a pay card.
 - 1. Pay Statements. All employees will exclusively receive paperless pay statements.
 - 2. The District has the right to amend or modify rules and procedures regarding the process for entering time into ESS. The District will provide training or guidance to employees on how to utilize any new time entry procedure.
- C. 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 overpayments may have to be repaid over time in which event the District and the union will negotiate regarding a reasonable and prompt repayment schedule. However, overpayments that result from an employee not reporting or entering time in a timely and/or accurate fashion will automatically be deducted from their next pay warrant. For all other overpayments, if no agreement on the overpayment schedule is reached within thirty (30) days of the District providing the Union notice of the overpayment, the District will implement a repayment of no more than \$150.00 per month until the balance is repaid in full. Employees who terminate employment with the District prior to paying back the balance of their overpayment will have any remaining balance deducted from their terminal paycheck, to the extent that the amount of the terminal paycheck covers the balance of the overpayment.

ARTICLE 12: GROUP INSURANCE PROVISIONS

- A. Group insurance will be provided through the School Employees Benefits Board (SEBB).
- B. Consistent with the SEBB program, eligibility for District-paid benefits will be determined by the eligibility standards articulated by SEBB.
- C. The Union shall have the right to designate one representative to any District constituted Group Insurance Review committee, to the extent that such a committee is established.

ARTICLE 13: PROTECTION OF EMPLOYEES AND PERSONAL PROPERTY

- A. Reimbursement: The District shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of their duty or in transit to or from their 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:
 1. The District shall reimburse first dollar losses up to the limit of the employee's insurance deductible, not to exceed two hundred fifty dollars (\$250).
 2. The District shall provide an additional sum of seven thousand dollars (\$7,000) annually to cover all International Union of Operating Engineers, Local 302

bargaining units. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than two hundred fifty (\$250) and equal to or less than a deductible of five hundred dollars (\$500). The employee would be reimbursed the first two hundred fifty dollars (\$250) as a general reimbursement in accordance with provision 1, above, and up to two hundred fifty dollars (\$250) from the seven thousand dollar (\$7,000) reserve fund to cover the remaining deductible amount not to exceed five hundred dollars (\$500). 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.

3. There shall be no reimbursement for loss of cash.
 4. Personal equipment used for work purposes must have the prior approval of the supervisor.
 5. There must be proof submitted that the employee either has no insurance or that their insurance does not cover the damage or loss in question. An employee must exhaust their own insurance recovery possibilities before becoming eligible for reimbursement under this Article.
 6. 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.
- B. Reporting: The employee shall immediately report any assault suffered by them in connection with District employment to the principal or other immediate superior and cooperate fully in the completion of written and oral reporting procedures.
- C. Security Work: Employees covered by Appendices A and/or B of this Agreement are not expected to perform duties normally performed by employees covered by Appendices C and/or D.

ARTICLE 14: RETIREMENT BENEFITS

- A. An employee is eligible for retirement benefits if they are employed in a position which meets eligibility requirements for membership in the Public Employees' Retirement System/School Employees' Retirement System.
- B. Employees who retire during or at the end of 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.

ARTICLE 15: VEBA

The Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)

1. The Seattle School District adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) Post-Separation Health Reimbursement Arrangement Plan (the “Plan”) pursuant to RCW 28A.400.210 in 1999. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having accrued and excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan. Ratification of this collective bargaining agreement by the Union constitutes renewal with the Plan for each fiscal year within the term of the contract.
2. It is understood that all employees within the bargaining unit will be required to submit to SPS a hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such an agreement to SPS, that particular employee will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
3. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan. In order to administer this Plan, SPS will deposit eligible sick leave conversion funds to the credit of each participating employee in the VEBA Trust.

ARTICLE 16: SENIORITY LISTING

- A. The District, if it has the information in its employer records, shall provide the Field Representative of the Union with the following information in an editable digital file format:
 1. The employee’s name, date of hire, start date in current job title, and start date in current job classification.
 2. The employee’s contact information, including:
 - a. Cellular, home, and work telephone numbers.
 - b. Work and most up-to-date personal email addresses; and
 - c. Home address or personal mailing address, and

- d. Employment information, including the employee’s job title, salary or rate of pay, assigned hours, and work site location or duty station.
- B. The District will provide the above-detailed information,
- 1. Within twenty-one (21) business days from the date of hire for a newly hired employee starting September 1, 2023; and
 - 2. Every one hundred twenty (120) business days for all employees in the bargaining unit.

ARTICLE 17: SAFETY

- A. The District will make every effort to provide and maintain safe and healthful working conditions and provide industrial health protection for Employees in accordance with applicable laws, rules, and regulations. The District is responsible for instruction and/or training of employees on safe working practices and proper use of personal protective equipment. The District agrees to furnish adequate protective clothing, and other safety equipment the District determines necessary for the performance of assigned work. Safety and health deficiencies identified by the District and/or employee will be abated until the danger to employee’s safety and health is corrected. The District will consider suggestions from individual employees and the Union, which offer practical and feasible ways of improving safety and health conditions.
- B. Employees will not be subject to restraint, interference, coercion, discrimination, or reprisal as a result of their participation in a safety and/or health matter, including reporting hazardous conditions. Employees will 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, or the health, safety, or well-being of the students. To that end, an employee or the Union can request a supervisor to conduct a safety or health inspection of a work area if they suspect a problem exists. The employee observing and reporting the problem, or a Union representative, may be present during the initial inspection. When employees have a reasonable belief that they, or the students, are in imminent risk of death or serious bodily harm from a work assignment, and do not have sufficient time to seek redress through normal abatement procedures, they may properly decline to perform the assignment.

ARTICLE 18: LEAVES

- A: Eligibility for Leaves
- 1. Accrual: Leave days earned/granted shall be in proportion to the employee’s compensable work hours.
 - 2. Leaves Beyond 10 Workdays: The District does not grant short term voluntary days off without pay except in unusual circumstances. Requests for long term (more

than ten [10] workdays) leaves of absence in accordance with Sections C, D, H, and K of this article and the Vacation Leave provisions of the respective Appendices, must be submitted in writing to the Leaves Department within Human Resources and be approved before any leave of absence begins except when the need for leave could not be anticipated. In such situations, the request for leave shall be made as soon as possible.

3. Long Term Leave Without Pay: Long Term Leave Without Pay (not for health reasons) covered under Section K 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.

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. Accrual: Each employee shall earn Sick Leave equivalent to one (1) day for each calendar month of service accrued at the rate of 0.0526 hours for each hour on regular pay status to a maximum of forty (40) hours per week to be used as set forth in 3 below.
2. Rollover: Each employee's portion of accumulated unused Sick Leave allowance shall accumulate from year to year as provided by law and the rules and regulations of the Superintendent of Public Instruction under that law.
3. Utilization: Sick Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee or any other purpose in accordance with federal and/or state law.
4. Transfer of Sick Leave: Accumulated Sick Leave, under this provision shall be transferred in accordance with law. Leave accumulated by a person in a District prior to leaving said District may, under rules and regulations of the Board, be granted to such a person when returning to the employment of the District.
5. Notification: An employee who anticipates the necessity for taking a short-term health leave shall notify their 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 their immediate supervisor as soon as possible.

6. Proof of Illness: If repeated patterns of absences or tardiness are identified, a physician's certification of illness may be required for authorization of additional Sick Leave usage.
7. Sick Leave While on Vacation Leave: If employees become ill or are injured while on Vacation Leave, they may draw upon accumulated Sick Leave to cover the period and have their Vacation Leave restored by an equal amount of time. If they wish to utilize Sick Leave for more than three (3) consecutive days during this period, the District has the right to require the employee to present a doctor's certificate verifying such illness or injury. The provisions of #6 above apply to sick leave used while on vacation leave.
8. Length of Sick Leave: When short-term absences extend longer than initially estimated, employees are to contact their supervisor to verify their status no less than weekly unless the absence is part of an approved leave, in accordance with Article 18, Section C.1, below.
9. Short-Term Leave: Employees taking a short-term leave (ten [10] days or less) which may qualify for protection under the FMLA and/or Washington State law, must submit a leave request form to Human Resources as well as any required medical certification form(s) if they want to access benefits provided by those laws.
10. 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.
11. The continuation of this Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.

C: Long Term Health Leave

1. Utilization: An employee who is unable to perform the essential functions of their 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 workdays, must submit a written leave application to Human Resources Leaves Department. Upon receipt by the Leaves Department of the written leave application, the employee will be tentatively designated to be on Long-Term Health Leave pending further submission of required healthcare provider certification. The tentative Long-Term Health Leave designation will only last two (2) weeks from acknowledgment of receipt by the District's Leaves Department of the employee's request for leave without submission of required healthcare provider certification. 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. Vacation

Leave may be used unless a request is made in writing to retain accumulated Vacation Leave. The District will notify the employee and Union in writing (or electronically) when Long Term Health leave is approved or denied.

2. **Return to Work:** An employee who has been granted a Long-Term Health Leave will be considered for return to service after providing Human Resources with a medical release to return to work from the employee's medical provider. The release shall state that they are physically able to perform the essential functions of their job, with or without reasonable accommodation.
3. **Sick Leave Utilization:** Sick Leave accruals must be exhausted before the employee is placed on unpaid leave status during a Long-Term Health Leave. An employee can elect to use Vacation Leave or to bank all Vacation Leave for use after returning to work from a Long-Term Health Leave. Seniority is retained during a Long-Term Health Leave of one (1) year or less. No increment is allowed for the year when an employee has been allowed a Long-Term Health Leave.
4. **Position Protection:** An employee's position will be held for their return to work until exhaustion of all accrued leave, not including Vacation Leave if the employee has elected to not use accrued Vacation Leave during a Long-Term Health Leave plus a twenty-five (25) day grace period, prior to the position being declared vacant. If the employee qualifies for leave under the FMLA and/or Washington State law, the employee's position will be held for the employee's return for the period of time covered by the FMLA and/or Washington State law, if it extends beyond the time covered by paid leave and the grace period. If an employee is approved to return to work after the position has been filled, the employee will be considered for the next available comparable position in accordance with the transfer and promotion guidelines.
5. **Return to Work on Reduced Schedule:** An employee who has been released by their 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 employee's 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.

D: Child Care Leave

1. **Utilization:** In addition to the child care provisions contained in Article 18, Section B (Sick Leave), Child Care Leave is available without pay to employees regardless of their gender identity.
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. Employees are eligible to receive Child Care Leave without pay. Child Care leave without pay is available to parents or guardians of natural or adopted children. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long-term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.
4. Return to Work: 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. Prior service with the District shall be utilized in determining the employee's salary placement when returning to active service.

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.

F: Bereavement Leave

1. Utilization: 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. Extensions: In cases where emergency factors, long distances (200 miles or more from the employee's home), or extended travel time are involved, the employee may request up to two (2) additional days leave. Such requests must be pre-approved by the employee's manager or director.

3. **Applicable Family Members:** 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 they shall be required to justify in writing to the employee’s manager or director the reason(s) why this person is considered part of their family in advance of taking the leave.
4. **Granting:** Except as stated in F-2 above, Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
5. **Documentation:** Appropriate documentation would consist of, but not limited to:
 - a. Obituary or program from a funeral service.
 - b. Death or birth certificate naming the employee as a family member of the deceased.
 - c. Mail with the same address as the deceased.
 - d. A will with the deceased being referenced.
 - e. Bank statements or tax returns with both the employee and the deceased named.
6. Management will review and consider all documentation submitted and communicate with the employee whether the submitted documentation is considered appropriate.
7. Cases where employees request additional bereavement days to attend a memorial service 200 miles from the employees' home, the employee must provide supporting documentation. Examples of documentation would be a plane ticket, hotel receipt, or any other relevant document proving they traveled.
8. Employees will have until the last day of the second full month following the beginning of their bereavement leave to provide the documentation identified above.
9. If an employee does not provide the appropriate documentation by the deadline described above, the employees' bereavement leave will be retroactively denied. The employee may use any of their paid leave accruals to remain paid for that time. If the employee does not have enough paid leave, they may use leave without pay ("LWOP"). However, utilization of LWOP will constitute unauthorized leave.

G: Religious Observance Days

1. Employees whose religious affiliation requires observance of mandatory holy days on scheduled workdays will be allowed to utilize up to a maximum of two (2) days Vacation Leave, per year, for that purpose; provided that prior to utilizing Vacation Leave for the purposes of religious observance, the employee, in writing to their 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 they cannot perform their assigned duties on that day.
2. When Vacation 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 Vacation Leave days per year from their area supervisor. The two (2) additional days will be deducted from the employee's Vacation Leave balance.

H: Injury While on Duty

1. Reporting: Employees who are injured while on duty shall, as soon as practical, report the injury to their immediate supervisor.
2. Pay for Injury-Related Absences: 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 their duty, shall be compensated without loss of Sick/Emergency Leave.
3. Medical Aid and/or Compensation: Medical aid and/or compensation shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the State of Washington provided:
 - a. The employee shall promptly submit a 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 their regular assigned position at the time of such injury on duty, (not to exceed their 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 their 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. Disputes: Any dispute(s) pertaining to the provisions of 3 above are to be addressed through the process provided under the provisions of Title 51 RCW and through chapters contained therein as well as the grievance procedure in Article 20.
5. PERS: Eligible employees have the option to pay their share of normal PERS contributions to the District, as prescribed in PERS. If the employee chooses to exercise this option, the District shall process such payment, along with the District's normal contribution, in compliance with the provisions of the Department of Retirement Systems. It should be noted that delay in exercising this option will result in an interest penalty being applied.
6. On the Job Injury Prevention Committee: A committee will be created to address on the job injury processing and prevention. This committee will consist of six members comprised of three District department directors (or managers) and three 302-selected members. The purpose of the committee will be to formally review and implement procedures for:
 - a. Monthly Sharing of Information to 302 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 302 bargaining unit 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 302 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 302 prior to the supplement expiring. Work may be offered within the injured workers department and then in other 302 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 302 bargaining unit 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 302 representative. This does not alter the District's ability to communicate with employees on other employment related matters.
7. Applying for Vacancies: Employees are entitled to bid or apply and be considered for promotions awarded, during periods of time loss or "light duty. Employees awarded promotions while on time loss shall be compensated at the rate for their new position effective the date of the promotion. OJI compensation will be based on the rate for the employee's original position.
8. Release for Appointments: Employees may be relieved for necessary medical or therapy appointments during light or full duty when the appointment cannot be reasonably accommodated outside of work hours. Such hours are compensated without reductions to employee sick leave.

I: 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 their 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 their 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.).
6. For all bargaining unit members, personal leave cannot be used during the first eight (8) days and last five (5) days of the school year.

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 their supervisor and provide a copy of the jury summons. Where jury duty is required, the employee shall serve with no salary deductions.
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.

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.
4. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.

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. **Eligibility:** 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. The employee granted this type of leave must intend to return to the SPS. Failure to return at the expiration of a long term uncompensated leave will be considered cause for termination of employment with the District for failure to return from leave.
 - a. Long term leave without pay will not be granted to any employee whose performance has been evaluated as unsatisfactory, placed on a plan of improvement, placed on probation, or who is currently subject to disciplinary action.
 - b. In times of financial difficulty, Human Resources may extend such leaves on a case by case basis to employees who make a written request for an extension.
2. **Request Process:** Application for leave must be made on a form provided by Human Resources, and must be submitted no later than March 1 or the next business day preceding the leave. Written approval or rejection of the leave shall be made by April 1. If, after receiving written approval, the employee notifies the District that they no longer wish to take the leave, the leave will be considered cancelled. If the employee later informs the District that it wants to take the leave that was approved but then cancelled, the District may approve or deny the leave at its discretion.
3. **Length of Leave:** Such leaves shall be for a period of one (1) year. These leaves may be granted for professional growth or education, or other purposes approved by Human Resources. Human Resources will not approve more than one year of this type of leave without pay, regardless of whether the leave is less than the employee's regularly assigned FTE.
4. **Return to Service:** Employees on Long-Term Leave Without Pay 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.

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

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 reservists shall sign over the military check to the District and the employee shall be paid their normal pay check. The employee shall provide appropriate advance notice to the employer of their release for active duty for training. This benefit shall apply only to FTE employees.

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 19: DISCIPLINE & INVESTIGATION PROCEDURES

A: Discipline

1. Just Cause: The Union and the District agree with the principles of just cause and progressive discipline. No regular (non-probationary) employee shall be disciplined except for proper cause. Progressive discipline includes, but is not limited to, letter of counseling, written warning, reprimand, suspension and/or termination as appropriate to the circumstances. The parties recognize the arbitral jurisprudence that governs the application of progressive discipline steps, Letters

of counseling are not placed in an employee's personnel file and are not subject to the grievance/arbitration procedure in the Agreement.

2. Informal Resolution and Union Representation: Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action. It is the employee's responsibility to notify the District if they desire union representation.
3. Administrative Leave: In all cases of the use of administrative leave, the guidelines specified in the application of Administrative Leave Guidelines contained in the memorandum of understanding between the District to the Union shall be adhered to.
4. Discipline will be carried out in accordance with Board Policies and accompanying Superintendent Procedures on: Hostility, Defamation or Discrimination, Sexual Harassment, and Retaliation for allegations within the purview of those policies.
5. Any complaint or record of a complaint made against the employee must be called to the attention of the employee in a timely manner.

B. Investigation Procedures

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

ARTICLE 20: GRIEVANCE PROCEDURE

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.

B: Provisions

1. Expediency: The adjustment of grievances shall be accomplished as rapidly as possible.

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

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 grievance conference at Step 1 by filing a written grievance with the Department of Labor Relations for assignment to the appropriate administrator with authority to decide the grievance, or their designee. Such written grievance must be presented to the District within forty-five (45) working days following the events or knowledge of the events or occurrences upon which it is based and shall include affirmation that the informal step has occurred. The District shall have ten (10) working days to schedule a conference and ten (10) working days following the conference to provide a written response.
3. **Mediation:** At any time after a written grievance 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 written grievance 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, the Union may request a panel of seven (7) arbitrators from either PERC or the Federal Mediation and Conciliation Service (FMCS) from which the arbitrator shall be appointed using their selection process.
 - a. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Their 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. They may at their 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 21: 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) workdays to respond. The Union may respond either orally or in writing. Failure by the Union to respond within the 15 workdays allowed constitutes a waiver of the Union's right to respond, thereby allowing the District to move forward with the proposed changes or new job description.
- B. 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 22: ORCA CARD

Upon request, each employee covered by this Agreement may purchase discounted ORCA transit passes from the District. These passes will be provided on a pre-tax basis through payroll deduction as long as Internal Revenue Service (IRS) rules allow.

ARTICLE 23: 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 them to be derogatory to their conduct, service, character, or personality may be answered and/or refuted by them in writing. Such answer/refute shall be included in the employee's personnel file.
- C. Documents referred to in A 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 their 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 24: 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 25: 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 26: LABOR MANAGEMENT COMMITTEE

- A. The District and the Union shall establish a joint labor-management committee to be scheduled to meet at least monthly, 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) workdays 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 27: DISTRIBUTION OF AGREEMENT

As soon as possible, copies of this Agreement entitled "Collective Bargaining Agreement between Seattle School District No. 1 and International Union of Operating Engineers Union, Local 302" as revised shall be posted electronically by the District after such revision has been signed, and provided to the Union in Microsoft Word Format. The District shall make paper copies available to employees upon request.

ARTICLE 28: 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, 2026.

- 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.

2025 - 2026 MEMORANDA OF UNDERSTANDING

BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 302

Video Surveillance

Non-Retaliation

Change of Immigration Status

Complaint Investigation Process

Administrative Leave Procedure

MEMORANDUM OF UNDERSTANDING
CONCERNING VIDEO SURVEILLANCE
BETWEEN SEATTLE SCHOOL DISTRICT NO.1
AND
INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 302

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 302 (“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 302 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 their 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.

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 their 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, designee from the General Counsel’s Office, or designee of the Assistant Superintendent of Human Resources. 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 above-detailed 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 their 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 their 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 their

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 monitoring of its facilities similar to the type of video monitoring 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 302

NON-RETALIATION

The District and Local 302 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 302 agree as follows:

Local 302 may contact the Director of Labor Relations and request a meeting to discuss the alleged retaliatory behavior between a Local 302 represented member and a building principal. The Labor Relations Department will schedule a meeting between the Education Director, the Principal, a local 302 representative, and if needed, the Labor Relations Director or designee.

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 302 collective bargaining agreements.

MEMORANDUM OF UNDERSTANDING
BETWEEN SEATTLE SCHOOL DISTRICT NO.1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302
CONCERNING CHANGE OF IMMIGRATION STATUS

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 302 (“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 302 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 their probationary period faces a challenge to their right to work in the United States, or that the U.S. Immigration and Customs Enforcement (ICE) 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 ICE 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 they are 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 they are 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.

MEMORANDUM OF AGREEMENT

BETWEEN

IUOE LOCAL 302

AND

SEATTLE SCHOOL DISTRICT No. 1

AGREEMENT REGARDING COMPLAINT INVESTIGATION PROCESSES

1. RECEIPT AND LOGGING OF COMPLAINT

Written complaints alleging violations of Board Policies concerning Employment Discrimination, Anti-Retaliation, and/or Sexual Harassment filed with the Human Resources Department will be received and logged in the Labor and Employee Relations Division (LER). The log will record the date the complaint was received and how it was received, e.g. mail, email, telephone, in-person, fax, etc.

2. INTAKE MEETING

A representative from LER will attempt to contact the complainant/employee by telephone and/or email within seven workdays of receipt of the written complaint to obtain any necessary information.

3. ACKNOWLEDGEMENT OF COMPLAINT

Within seven (7) workdays of receipt of the complaint, LER will email the complainant/employee and the designated representative of Local 302 acknowledging receipt of the written complaint. This notification may 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, if an investigator has been assigned at that time;
- c. the timelines associated with the anticipated completion of the investigation;
- d. the applicable District policies associated with the complaint and investigation;
and
- e. copies of the referenced District policies.

4. INTERVIEW OF COMPLAINANT AND LOCAL 302 MEMBERS

If during their interview, the complainant desires union representation, the LER staff member will include the appropriate Local 302 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 302 member and requests union representation in any interview, the LER staff member will include the appropriate Local 302 representative in the scheduling of such interviews. The communication arranging these interviews may be by telephone and/or email.

5. UPDATES TO LOCAL 302

Once the interview of the complainant is completed, an LER staff member on a monthly basis will update the appropriate Local 302 representative on the status of the investigation. These updates may be provided by email.

6. FINDINGS/OUTCOME LETTERS

At the conclusion of the investigation, a letter detailing the findings and the outcome of the investigation signed by the appropriate District official will be provided to the complainant and the appropriate Local 302 representative. This letter will be provided by email to the complainant and Local 302 and via regular U.S. mail to the complainant's home address on record with the District. This letter will include an explanation of the appeal rights available to a complainant under the District's policies.

7. CLOSE OUT MEETING

After the conclusion of the investigation and upon request by the complainant, the complainant may have a "close out meeting" with the appropriate member(s) of the LER staff. 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 302 representative. Purpose of this meeting can be 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 any specified appeal right.

8. THE TERMS OF THIS AGREEMENT PREVAIL

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

MEMORANDUM OF UNDERSTANDING
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302
CONCERNING ADMINISTRATIVE LEAVE PROCEDURE

This Memorandum of Understanding (MOU) is entered into between IUOE, Local 302 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 302 and the District. The Assistant Superintendent of Human Resources, or designee, has the right to place an employee on administrative leave at their discretion, provided that they have notified the Union concurrently with the impacted employee. Employees will be paid their base pay at their assigned FTE while on administrative leave. Any applicable step increases or salary adjustments will be included, but extra work opportunities will not.

Restrictions on Access to Buildings and Contact with Students: Employees on administrative leave will usually be asked not to go back to their building during the period of their leave, and not to talk to District students or other District employees about the allegations(s) or investigation. These restrictions are not intended to impinge on an employee's right to discuss their wages and/or working conditions with others inside or outside the District. If an employee needs to get their belongings from their worksite while the investigation is in progress, arrangements can be made through the Human Resources Department.

Length of Leave: The District will make every effort to begin the investigation as quickly as possible after placing an employee on administrative leave, and to begin and complete investigations in a timely fashion.

Leave due to External Investigations: The District may place employees on administrative leave as a result of criminal or civil investigations being conducted by third parties. Employees placed on administrative leave for this reason shall only be paid at their base pay and assigned FTE for up to twelve (12) months, after which the employee will be placed on unpaid administrative leave.

APPENDIX A: CUSTODIAL AND GROUNDS CLASSIFICATIONS

This appendix is supplemental to the parties' collective bargaining agreement; it shall apply exclusively to those classifications identified and set forth herein.

ARTICLE A.1: CUSTOMER SERVICE MODEL

A: 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 302 employees covered by Appendix A in 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 Appendix A in 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 302 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 302 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 their immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor and Employee Relations Department and Union.
4. Supervision. The Local 302 bargaining unit employees covered by Appendix A in 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 Appendix A in 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 302 bargaining unit employees covered by Appendix A in 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 302 members working at the customer's site.

ARTICLE A.2: WAGES

- A. For the 2025-2026 school year, effective on September 1, 2025, for each classification covered by the Custodial Salary Schedule, the base wage rate shall be increased by two and five-tenths percent (2.5%)

For the 2025-2026 school year, effective on September 1, 2025, for each classification covered by the Mechanical Coordinator Salary Schedule, the base wage rate shall be increased by two and five-tenths percent (2.5%)

For the 2025-2026 school year, effective on September 1, 2025, for each classification covered by the Gardener Salary Schedule, the base wage rate shall be increased by two and five-tenths percent (2.5%)

- B. The District's Labor & Employee Relations department and Union leadership may mutually agree to increase the base wage rates of certain classifications that are below market beyond the state funded and authorized inflationary increase. However, absent such mutual agreement, the increases will be based on the state funded and authorized inflationary increase.

- C. These adjustments are subject to the following conditions:

1. The increase will be in addition to the increment called for by Article A.3, below.
2. Prior to effectuating the state-designated new increases pursuant to Section 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 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.
3. 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.

[Salary Schedules detailed below]

CUSTODIAL CG1 and CG3 - Effective 9-1-2025 2088 DRAFT.xlsx, with a 2.5% structure increase

*premiums adjusted by IPD (2.5%)

Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Apprentice Custodian	Hourly	\$ 25.06	\$ 25.52	\$ 25.97	\$ 26.51			
	Monthly	\$ 4,360.44	\$ 4,440.48	\$ 4,518.78	\$ 4,612.74			
PT Assistant Custodian G Hourly/no benefits/2nd Shift	Hourly	\$ 27.11	\$ 27.58	\$ 28.13				
	Monthly	\$ 4,717.14	\$ 4,798.92	\$ 4,894.62				
PT Assistant Custodian G Hourly/with benefits/2nd Shift	Hourly	\$ 27.11	\$ 27.58	\$ 28.13				
	Monthly	\$ 4,717.14	\$ 4,798.92	\$ 4,894.62				
Assistant Custodian G 2nd Shift	Hourly	\$ 27.11	\$ 27.58	\$ 28.13				
	Monthly	\$ 4,717.14	\$ 4,798.92	\$ 4,894.62				
Assistant Custodian G 2nd Shift 25yr Step	Hourly				\$ 28.51			
	Monthly				\$ 4,960.74			
Licensed Assistant Custodian H 2nd Shift	Hourly	\$ 27.35	\$ 27.90	\$ 28.47				
	Monthly	\$ 4,758.90	\$ 4,854.60	\$ 4,953.78				
Licensed Assistant H 2nd Shift with Refrigeration License	Hourly	\$ 28.31	\$ 28.86	\$ 29.42				
	Monthly	\$ 4,925.94	\$ 5,021.64	\$ 5,119.08				
Licensed Assistant Custodian I 2nd Shift	Hourly	\$ 29.91	\$ 30.49	\$ 31.11				
	Monthly	\$ 5,204.34	\$ 5,305.26	\$ 5,413.14				
Licensed Assistant Custodian I 2nd Shift with Refrigeration License	Hourly	\$ 30.87	\$ 31.46	\$ 32.07				
	Monthly	\$ 5,371.38	\$ 5,474.04	\$ 5,580.18				
Licensed Assistant I Mobile AA 2nd Shift	Hourly	\$ 30.41	\$ 31.00	\$ 31.61				
	Monthly	\$ 5,291.34	\$ 5,394.00	\$ 5,500.14				
Licensed Assistant I Mobile AA 2nd Shift with Refrigeration License	Hourly	\$ 31.37	\$ 31.96	\$ 32.57				
	Monthly	\$ 5,458.38	\$ 5,561.04	\$ 5,667.18				
Head Assistant Custodian J 2nd Shift	Hourly	\$ 31.05	\$ 31.62	\$ 32.30				
	Monthly	\$ 5,402.70	\$ 5,501.88	\$ 5,620.20				
Head Assistant Custodian 2nd Shift with Refrigeration License	Hourly	\$ 31.97	\$ 32.54	\$ 33.22				
	Monthly	\$ 5,562.78	\$ 5,661.96	\$ 5,780.28				
Custodian Engineer J Day Shift, Elementary	Hourly	\$ 30.68	\$ 31.25	\$ 31.93	\$ 32.78	\$ 33.42	\$ 34.07	\$ 34.73
	Monthly	\$ 5,338.32	\$ 5,437.50	\$ 5,555.82	\$ 5,703.72	\$ 5,815.08	\$ 5,928.18	\$ 6,043.02
Custodian Engineer J Day Shift, Refrig License, Elementary	Hourly	\$ 31.60	\$ 32.17	\$ 32.85	\$ 33.73	\$ 34.36	\$ 35.01	\$ 35.68
	Monthly	\$ 5,498.40	\$ 5,597.58	\$ 5,715.90	\$ 5,869.02	\$ 5,978.64	\$ 6,091.74	\$ 6,208.32
Custodian Engineer K Day Shift, MS	Hourly	\$ 33.42	\$ 34.07	\$ 34.73	\$ 35.66	\$ 36.40	\$ 37.11	\$ 37.88
	Monthly	\$ 5,815.08	\$ 5,928.18	\$ 6,043.02	\$ 6,204.84	\$ 6,333.60	\$ 6,457.14	\$ 6,591.12
Custodian Engineer K Day Shift, Refrig License, MS	Hourly	\$ 34.34	\$ 34.99	\$ 35.65	\$ 36.61	\$ 37.33	\$ 38.06	\$ 38.83
	Monthly	\$ 5,975.16	\$ 6,088.26	\$ 6,203.10	\$ 6,370.14	\$ 6,495.42	\$ 6,622.44	\$ 6,756.42
Custodian Engineer L Day Shift, HS	Hourly	\$ 36.40	\$ 37.11	\$ 37.88	\$ 38.86	\$ 39.64	\$ 40.48	\$ 41.26
	Monthly	\$ 6,333.60	\$ 6,457.14	\$ 6,591.12	\$ 6,761.64	\$ 6,897.36	\$ 7,043.52	\$ 7,179.24
Custodian Engineer L Day Shift, Refrig License, HS	Hourly	\$ 37.32	\$ 38.03	\$ 38.80	\$ 39.82	\$ 40.58	\$ 41.42	\$ 42.21
	Monthly	\$ 6,493.68	\$ 6,617.22	\$ 6,751.20	\$ 6,928.68	\$ 7,060.92	\$ 7,207.08	\$ 7,344.54
Facilities Operations Specialist	Hourly	\$ 36.40	\$ 37.11	\$ 37.88				
	Monthly	\$ 6,333.60	\$ 6,457.14	\$ 6,591.12				

CUSTODIAL CG1 and CG3 - Effective 9-1-2025 2088 DRAFT.xlsx, with a 2.5% structure increase

*premiums adjusted by IPD (2.5%)

Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Inspector and Liaison Specialist	Hourly	\$ 36.77	\$ 37.48	\$ 38.25				
	Monthly	\$ 6,397.98	\$ 6,521.52	\$ 6,655.50				
Self Help Volunteer Enhancement Operations Specialist	Hourly	\$ 34.88	\$ 35.53	\$ 36.19				
	Monthly	\$ 6,069.12	\$ 6,182.22	\$ 6,297.06				
Support Service Lead K 2nd Shift with Refrigeration License	Hourly	\$ 34.71	\$ 35.36	\$ 36.02	\$ 37.00	\$ 37.71	\$ 38.44	\$ 39.21
	Monthly	\$ 6,039.54	\$ 6,152.64	\$ 6,267.48	\$ 6,438.00	\$ 6,561.54	\$ 6,688.56	\$ 6,822.54
Support Service Technician 2nd shift	Hourly	\$ 29.91	\$ 30.49	\$ 31.11				
	Monthly	\$ 5,204.34	\$ 5,305.26	\$ 5,413.14				

Notes:

Classification & Building Groupings						
G	I	J	K	L		
None	4th	3rd	3rd	3rd	3rd/2nd	3rd/2nd
Asst Cust G All Bldgs.	Lic. Asst I G2 Bldgs.	Mobile AA	Cust Eng J G3, G4 Bldgs.	Cust Eng K G2, G3, G4	Cust Eng L G1, G2 Bldgs.	Cust Eng L G1 Bldgs.
	*Support Service Technician		Head Asst Cust G1 Bldgs.	*Support Service Lead	*Facilities Ops Specialist	
				*Self Help Ops Specialist	*Inspection Liaison	

Additional Pay Provisions:

- Second shift per hour additional compensation: \$.37
 - 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.
 - Mobile AA additional compensation: \$.48
 - 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.
 - 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.
 - Employees who are required to apply chemicals and possess a license to apply chemicals shall receive additional hourly compensation of: \$.98
 - If an apprentice does not complete the required number of training class hours in a timely manner, he/she will be terminated from employment.
 - 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: \$.37
 - 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.
 - 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.
 - 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: \$.92
 - The aforementioned premium rates are included in the salary schedule amounts herein.
- * Asterisk'd positions are not subject to the normal bid process. See collective bargaining agreement.
Full year annual rates are calculated based on 2088 hours

Mechanical Salary Schedule 2025-26		<i>includes a 2.5% structure adjustment, effective 9-1-2025</i>							
Job Title	Hourly/Monthly	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mechanical Salary Schedule									
Apprentice Stationary Engineer	Hourly	\$31.47	\$33.03	\$34.67	\$36.41	\$38.21	\$40.16	\$42.15	\$44.24
	Monthly	\$5,475.78	\$5,747.22	\$6,032.58	\$6,335.34	\$6,648.54	\$6,987.84	\$7,334.10	\$7,697.76
	Annual	\$65,709	\$68,967	\$72,391	\$76,024	\$79,782	\$83,854	\$88,009	\$92,373
Mechanical Coordinator I - License K	Hourly	\$43.11	\$43.74	\$44.53	\$45.19	\$45.92	\$46.61	\$47.36	
	Monthly	\$7,501.14	\$7,610.76	\$7,748.22	\$7,863.06	\$7,990.08	\$8,110.14	\$8,240.64	
	Annual	\$90,014	\$91,329	\$92,979	\$94,357	\$95,881	\$97,322	\$98,888	
Mechanical Coordinator II - License L	Hourly	\$46.14	\$46.86	\$47.64	\$48.42	\$49.16	\$49.98	\$50.81	
	Monthly	\$8,028.36	\$8,153.64	\$8,289.36	\$8,425.08	\$8,553.84	\$8,696.52	\$8,840.94	
	Annual	\$96,340	\$97,844	\$99,472	\$101,101	\$102,646	\$104,358	\$106,091	
Mechanical Coordinator II - License M	Hourly	\$56.98	\$57.92	\$58.88	\$59.85	\$60.85	\$61.88	\$62.89	
	Monthly	\$9,914.52	\$10,078.08	\$10,245.12	\$10,413.90	\$10,587.90	\$10,767.12	\$10,942.86	
	Annual	\$118,974	\$120,937	\$122,941	\$124,967	\$127,055	\$129,205	\$131,314	
Lead Mechanical Coordinator & RCx	Hourly	\$57.80	\$58.71	\$59.70	\$60.66	\$61.65	\$62.71	\$63.70	
	Monthly	\$10,057.20	\$10,215.54	\$10,387.80	\$10,554.84	\$10,727.10	\$10,911.54	\$11,083.80	
	Annual	\$120,686	\$122,586	\$124,654	\$126,658	\$128,725	\$130,938	\$133,006	
Lead Mechanical Coordinator w/o 3rd Shift	Hourly	\$56.98	\$57.92	\$58.88	\$59.85	\$60.85	\$61.88	\$62.89	
	Monthly	\$9,914.52	\$10,078.08	\$10,245.12	\$10,413.90	\$10,587.90	\$10,767.12	\$10,942.86	
	Annual	\$118,974	\$120,937	\$122,941	\$124,967	\$127,055	\$129,205	\$131,314	
Capital Projects M+E Systems - License M	Hourly	\$60.29	\$62.09	\$63.98	\$65.89	\$67.86	\$69.91	\$71.99	
	Monthly	\$10,490.46	\$10,803.66	\$11,132.52	\$11,464.86	\$11,807.64	\$12,164.34	\$12,526.26	
	Annual	\$125,886	\$129,644	\$133,590	\$137,578	\$141,692	\$145,972	\$150,315	
Chief Boiler Engineer	Hourly	\$60.29	\$62.09	\$63.98	\$65.89	\$67.86	\$69.91	\$71.99	
	Monthly	\$10,490.46	\$10,803.66	\$11,132.52	\$11,464.86	\$11,807.64	\$12,164.34	\$12,526.26	
	Annual	\$125,886	\$129,644	\$133,590	\$137,578	\$141,692	\$145,972	\$150,315	
Retro Commissioning Mechanical Coordinator (RCx)	Hourly	\$57.80	\$58.71	\$59.70	\$60.66	\$61.65	\$62.71	\$63.70	
	Monthly	\$10,057.20	\$10,215.54	\$10,387.80	\$10,554.84	\$10,727.10	\$10,911.54	\$11,083.80	
	Annual	\$120,686	\$122,586	\$124,654	\$126,658	\$128,725	\$130,938	\$133,006	
Resource Conservation Spec w/o License	Hourly	\$50.25	\$51.67	\$53.14	\$54.56	\$55.99	\$57.40	\$58.82	
	Monthly	\$8,743.50	\$8,990.58	\$9,246.36	\$9,493.44	\$9,742.26	\$9,987.60	\$10,234.68	
	Annual	\$104,922	\$107,887	\$110,956	\$113,921	\$116,907	\$119,851	\$122,816	
Resource Conservation Spec w/License	Hourly	\$51.72	\$53.14	\$54.61	\$56.03	\$57.46	\$58.87	\$60.29	
	Monthly	\$8,999.28	\$9,246.36	\$9,502.14	\$9,749.22	\$9,998.04	\$10,243.38	\$10,490.46	
	Annual	\$107,991	\$110,956	\$114,026	\$116,991	\$119,976	\$122,921	\$125,886	

Mechanical Salary Schedule 2025-26						<i>includes a 2.5% structure adjustment, effective 9-1-2025</i>			
	Apprentice	MC-K (5)	MC-L (6)	MC-M	MC-M (1)	MC-N			
<i>Required Licenses:</i>		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	*Resource Conservation Specialist	*Capital M+E Coord			
				*RCx Mech Coord		*Chief Boiler Engineer (see item 6)			
Notes: 2025/26 Premium(s) adjusted by IPD of 2.5%									
1. Resource Conservation Specialists that acquire a position appropriate license or certification will receive additional hourly compensation of: \$1.47									
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.									
6. 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.									
Rates based on 2088 hours during a 261 day work year									

Grounds Salary Schedule 2025-26			<i>includes a 2.5% adjustment, effective 9-1-2025</i>							
Job Title			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Hourly Gardener		Hourly	\$28.06							
Gardener	CG2	001	Hourly	\$28.06	\$28.61	\$29.15	\$29.77	\$30.35	\$30.91	\$31.49
			Monthly	\$4,882.44	\$4,978.14	\$5,072.10	\$5,179.98	\$5,280.90	\$5,378.34	\$5,479.26
Gardener w/Pesticide License	CG2	002	Hourly	\$29.06	\$29.61	\$30.15	\$30.77	\$31.35	\$31.91	\$32.49
			Monthly	\$5,056.44	\$5,152.14	\$5,246.10	\$5,353.98	\$5,454.90	\$5,552.34	\$5,653.26
Gardener w/Professional Certification	CG2	01a	Hourly	\$29.61	\$30.16	\$30.70	\$31.32	\$31.90	\$32.46	\$33.04
			Monthly	\$5,152.14	\$5,247.84	\$5,341.80	\$5,449.68	\$5,550.60	\$5,648.04	\$5,748.96
Gardener w/Two Prof Certs	CG2	018	Hourly	\$31.16	\$31.71	\$32.25	\$32.87	\$33.45	\$34.01	\$34.59
			Monthly	\$5,421.84	\$5,517.54	\$5,611.50	\$5,719.38	\$5,820.30	\$5,917.74	\$6,018.66
Gardener w/Pest & Prof Cert	CG2	012	Hourly	\$30.61	\$31.16	\$31.70	\$32.32	\$32.90	\$33.46	\$34.04
			Monthly	\$5,326.14	\$5,421.84	\$5,515.80	\$5,623.68	\$5,724.60	\$5,822.04	\$5,922.96
Gardener w/Pest & Two Prof Certs	CG2	12a	Hourly	\$32.16	\$32.71	\$33.25	\$33.87	\$34.45	\$35.01	\$35.59
			Monthly	\$5,595.84	\$5,691.54	\$5,785.50	\$5,893.38	\$5,994.30	\$6,091.74	\$6,192.66
Senior Gardener	CG2	003	Hourly	\$29.96	\$30.61	\$31.15	\$31.78	\$32.41	\$33.03	\$33.65
			Monthly	\$5,213.04	\$5,326.14	\$5,420.10	\$5,529.72	\$5,639.34	\$5,747.22	\$5,855.10
Senior Gardener w/Pesticide License	CG2	004	Hourly	\$30.96	\$31.61	\$32.15	\$32.78	\$33.41	\$34.03	\$34.65
			Monthly	\$5,387.04	\$5,500.14	\$5,594.10	\$5,703.72	\$5,813.34	\$5,921.22	\$6,029.10
Senior Gardener w/Professional Certification	CG2	03a	Hourly	\$31.51	\$32.16	\$32.70	\$33.33	\$33.96	\$34.58	\$35.20
			Monthly	\$5,482.74	\$5,595.84	\$5,689.80	\$5,799.42	\$5,909.04	\$6,016.92	\$6,124.80
Senior Gardener w/Two Prof Certs	CG2	03b	Hourly	\$33.06	\$33.71	\$34.25	\$34.88	\$35.51	\$36.13	\$36.75
			Monthly	\$5,752.44	\$5,865.54	\$5,959.50	\$6,069.12	\$6,178.74	\$6,286.62	\$6,394.50
Senior Gardener w/Pest & Prof Cert	CG2	014	Hourly	\$32.51	\$33.16	\$33.70	\$34.33	\$34.96	\$35.58	\$36.20
			Monthly	\$5,656.74	\$5,769.84	\$5,863.80	\$5,973.42	\$6,083.04	\$6,190.92	\$6,298.80
Senior Gardener w/Pest & Two Prof Certs	CG2	14a	Hourly	\$34.06	\$34.71	\$35.25	\$35.88	\$36.51	\$37.13	\$37.75
			Monthly	\$5,926.44	\$6,039.54	\$6,133.50	\$6,243.12	\$6,352.74	\$6,460.62	\$6,568.50
* Landscape Lead	CG2	005	Hourly	\$32.33	\$32.97	\$33.65	\$34.30	\$35.26	\$35.94	\$36.60
			Monthly	\$5,625.42	\$5,736.78	\$5,855.10	\$5,968.20	\$6,135.24	\$6,253.56	\$6,368.40
* Landscape Lead w/Pesticide License	CG2	011	Hourly	\$33.33	\$33.97	\$34.65	\$35.30	\$36.26	\$36.94	\$37.60
			Monthly	\$5,799.42	\$5,910.78	\$6,029.10	\$6,142.20	\$6,309.24	\$6,427.56	\$6,542.40
* Landscape Lead w/Professional Certification	CG2	05a	Hourly	\$33.88	\$34.52	\$35.20	\$35.85	\$36.81	\$37.49	\$38.15
			Monthly	\$5,895.12	\$6,006.48	\$6,124.80	\$6,237.90	\$6,404.94	\$6,523.26	\$6,638.10

Grounds Salary Schedule 2025-26 (continued)			includes a 2.5% adjustment, effective 9-1-2025							
Job Title			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
* Landscape Lead w/Two Prof Certs	CG2	05b	Hourly	\$35.43	\$36.07	\$36.75	\$37.40	\$38.36	\$39.04	\$39.70
			Monthly	\$6,164.82	\$6,276.18	\$6,394.50	\$6,507.60	\$6,674.64	\$6,792.96	\$6,907.80
* Landscape Lead w/Pest & Prof Cert	CG2	013	Hourly	\$34.88	\$35.52	\$36.20	\$36.85	\$37.81	\$38.49	\$39.15
			Monthly	\$6,069.12	\$6,180.48	\$6,298.80	\$6,411.90	\$6,578.94	\$6,697.26	\$6,812.10
* Landscape Lead w/Pest & Two Prof Certs	CG2	13a	Hourly	\$36.43	\$37.07	\$37.75	\$38.40	\$39.36	\$40.04	\$40.70
			Monthly	\$6,338.82	\$6,450.18	\$6,568.50	\$6,681.60	\$6,848.64	\$6,966.96	\$7,081.80
* Senior Landscape Lead	CG2	016	Hourly	\$33.44	\$34.08	\$34.76	\$35.41	\$36.37	\$37.05	\$37.71
			Monthly	\$5,818.56	\$5,929.92	\$6,048.24	\$6,161.34	\$6,328.38	\$6,446.70	\$6,561.54
* Senior Landscape Lead w/Pesticide License	CG2	11a	Hourly	\$34.44	\$35.08	\$35.76	\$36.41	\$37.37	\$38.05	\$38.71
			Monthly	\$5,992.56	\$6,103.92	\$6,222.24	\$6,335.34	\$6,502.38	\$6,620.70	\$6,735.54
* Senior Landscape Lead w / Professional Certification	CG2	16b	Hourly	\$34.99	\$35.63	\$36.31	\$36.96	\$37.92	\$38.60	\$39.26
			Monthly	\$6,088.26	\$6,199.62	\$6,317.94	\$6,431.04	\$6,598.08	\$6,716.40	\$6,831.24
* Senior Landscape Lead w /Two Prof Certs	CG2	16d	Hourly	\$36.54	\$37.18	\$37.86	\$38.51	\$39.47	\$40.15	\$40.81
			Monthly	\$6,357.96	\$6,469.32	\$6,587.64	\$6,700.74	\$6,867.78	\$6,986.10	\$7,100.94
* Senior Landscape Lead w/Pest & Prof Cert	CG2	16c	Hourly	\$35.99	\$36.63	\$37.31	\$37.96	\$38.92	\$39.60	\$40.26
			Monthly	\$6,262.26	\$6,373.62	\$6,491.94	\$6,605.04	\$6,772.08	\$6,890.40	\$7,005.24
* Senior Landscape Lead w/Pest & Two Prof Certs	CG2	16e	Hourly	\$37.54	\$38.18	\$38.86	\$39.51	\$40.47	\$41.15	\$41.81
			Monthly	\$6,531.96	\$6,643.32	\$6,761.64	\$6,874.74	\$7,041.78	\$7,160.10	\$7,274.94
* Equipment Operator	CG4	005	Hourly	\$32.74	\$33.38	\$34.06	\$34.72	\$35.66	\$36.38	\$37.00
			Monthly	\$5,696.76	\$5,808.12	\$5,926.44	\$6,041.28	\$6,204.84	\$6,330.12	\$6,438.00
* Equipment Operator w/Pesticide License	CG4	05a	Hourly	\$33.74	\$34.38	\$35.06	\$35.72	\$36.66	\$37.38	\$38.00
			Monthly	\$5,870.76	\$5,982.12	\$6,100.44	\$6,215.28	\$6,378.84	\$6,504.12	\$6,612.00
* Equipment Operator w/Professional Certification	CG4	05b	Hourly	\$34.29	\$34.93	\$35.61	\$36.27	\$37.21	\$37.93	\$38.55
			Monthly	\$5,966.46	\$6,077.82	\$6,196.14	\$6,310.98	\$6,474.54	\$6,599.82	\$6,707.70
* Equipment Operator w/Two Prof Certs	CG4	05d	Hourly	\$35.84	\$36.48	\$37.16	\$37.82	\$38.76	\$39.48	\$40.10
			Monthly	\$6,236.16	\$6,347.52	\$6,465.84	\$6,580.68	\$6,744.24	\$6,869.52	\$6,977.40
* Equipment Operator w/Pest & Prof Cert	CG4	05c	Hourly	\$35.29	\$35.93	\$36.61	\$37.27	\$38.21	\$38.93	\$39.55
			Monthly	\$6,140.46	\$6,251.82	\$6,370.14	\$6,484.98	\$6,648.54	\$6,773.82	\$6,881.70
* Equipment Operator w/Pest & Two Prof Certs	CG4	05e	Hourly	\$36.84	\$37.48	\$38.16	\$38.82	\$39.76	\$40.48	\$41.10
			Monthly	\$6,410.16	\$6,521.52	\$6,639.84	\$6,754.68	\$6,918.24	\$7,043.52	\$7,151.40
* Assistant Sports Complex Groundskeeper	CG4	008	Hourly	\$29.51	\$30.11	\$30.67	\$31.27	\$31.90	\$32.49	\$33.06
			Monthly	\$5,134.74	\$5,239.14	\$5,336.58	\$5,440.98	\$5,550.60	\$5,653.26	\$5,752.44
* Assistant Sports Complex Groundskeeper w/Pesticide License	CG4	009	Hourly	\$30.51	\$31.11	\$31.67	\$32.27	\$32.90	\$33.49	\$34.06
			Monthly	\$5,308.74	\$5,413.14	\$5,510.58	\$5,614.98	\$5,724.60	\$5,827.26	\$5,926.44
* Assistant Sports Complex Groundskeeper w/Professional Certification	CG4	08a	Hourly	\$31.06	\$31.66	\$32.22	\$32.82	\$33.45	\$34.04	\$34.61
			Monthly	\$5,404.44	\$5,508.84	\$5,606.28	\$5,710.68	\$5,820.30	\$5,922.96	\$6,022.14

Grounds Salary Schedule 2025-26 (continued)				<i>includes a 2.5% adjustment, effective 9-1-2025</i>						
Job Title				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Assistant Sports Complex Groundskeeper w/Two Prof Certs	CG4	08b	Hourly	\$32.61	\$33.21	\$33.77	\$34.37	\$35.00	\$35.59	\$36.16
			Monthly	\$5,674.14	\$5,778.54	\$5,875.98	\$5,980.38	\$6,090.00	\$6,192.66	\$6,291.84
* Assistant Sports Complex Groundskeeper w/Pest & Prof Cert	CG4	09a	Hourly	\$32.06	\$32.66	\$33.22	\$33.82	\$34.45	\$35.04	\$35.61
			Monthly	\$5,578.44	\$5,682.84	\$5,780.28	\$5,884.68	\$5,994.30	\$6,096.96	\$6,196.14
* Assistant Sports Complex Groundskeeper w/Pest & Two Prof Certs	CG4	09b	Hourly	\$33.61	\$34.21	\$34.77	\$35.37	\$36.00	\$36.59	\$37.16
			Monthly	\$5,848.14	\$5,952.54	\$6,049.98	\$6,154.38	\$6,264.00	\$6,366.66	\$6,465.84
* Sports Complex Groundskeeper	CG4	007	Hourly	\$32.09	\$32.74	\$33.36	\$34.02	\$34.97	\$35.63	\$36.27
			Monthly	\$5,583.66	\$5,696.76	\$5,804.64	\$5,919.48	\$6,084.78	\$6,199.62	\$6,310.98
* Sports Complex Groundskeeper w/Pesticide License	CG4	010	Hourly	\$33.09	\$33.74	\$34.36	\$35.02	\$35.97	\$36.63	\$37.27
			Monthly	\$5,757.66	\$5,870.76	\$5,978.64	\$6,093.48	\$6,258.78	\$6,373.62	\$6,484.98
* Sports Complex Groundskeeper w/Professional Certification	CG4	07a	Hourly	\$33.64	\$34.29	\$34.91	\$35.57	\$36.52	\$37.18	\$37.82
			Monthly	\$5,853.36	\$5,966.46	\$6,074.34	\$6,189.18	\$6,354.48	\$6,469.32	\$6,580.68
* Sports Complex Groundskeeper w/Two Prof Certs	CG4	07b	Hourly	\$35.19	\$35.84	\$36.46	\$37.12	\$38.07	\$38.73	\$39.37
			Monthly	\$6,123.06	\$6,236.16	\$6,344.04	\$6,458.88	\$6,624.18	\$6,739.02	\$6,850.38
* Sports Complex Groundskeeper w/Pest & Prof Cert	CG4	10a	Hourly	\$34.64	\$35.29	\$35.91	\$36.57	\$37.52	\$38.18	\$38.82
			Monthly	\$6,027.36	\$6,140.46	\$6,248.34	\$6,363.18	\$6,528.48	\$6,643.32	\$6,754.68
* Sports Complex Groundskeeper w/Pest & Two Prof Certs	CG4	10b	Hourly	\$36.19	\$36.84	\$37.46	\$38.12	\$39.07	\$39.73	\$40.37
			Monthly	\$6,297.06	\$6,410.16	\$6,518.04	\$6,632.88	\$6,798.18	\$6,913.02	\$7,024.38
* Lead Sports Complex Groundskeeper	CG4	011	Hourly	\$36.18	\$36.86	\$37.62	\$38.37	\$39.11	\$39.89	\$40.72
			Monthly	\$6,295.32	\$6,413.64	\$6,545.88	\$6,676.38	\$6,805.14	\$6,940.86	\$7,085.28
* Lead Sports Complex Groundskeeper w/Pesticide License	CG4	11a	Hourly	\$37.18	\$37.86	\$38.62	\$39.37	\$40.11	\$40.89	\$41.72
			Monthly	\$6,469.32	\$6,587.64	\$6,719.88	\$6,850.38	\$6,979.14	\$7,114.86	\$7,259.28
* Lead Sports Complex Groundskeeper w/Professional Certification	CG4	11b	Hourly	\$37.73	\$38.41	\$39.17	\$39.92	\$40.66	\$41.44	\$42.27
			Monthly	\$6,565.02	\$6,683.34	\$6,815.58	\$6,946.08	\$7,074.84	\$7,210.56	\$7,354.98
* Lead Sports Complex Groundskeeper w/Two Prof Certs	CG4	11d	Hourly	\$39.28	\$39.96	\$40.72	\$41.47	\$42.21	\$42.99	\$43.82
			Monthly	\$6,834.72	\$6,953.04	\$7,085.28	\$7,215.78	\$7,344.54	\$7,480.26	\$7,624.68
* Lead Sports Complex Groundskeeper w/Pest & Prof Cert	CG4	11c	Hourly	\$38.73	\$39.41	\$40.17	\$40.92	\$41.66	\$42.44	\$43.27
			Monthly	\$6,739.02	\$6,857.34	\$6,989.58	\$7,120.08	\$7,248.84	\$7,384.56	\$7,528.98
* Lead Sports Complex Groundskeeper w/Pest & Two Prof Certs	CG4	11e	Hourly	\$40.28	\$40.96	\$41.72	\$42.47	\$43.21	\$43.99	\$44.82
			Monthly	\$7,008.72	\$7,127.04	\$7,259.28	\$7,389.78	\$7,518.54	\$7,654.26	\$7,798.68

Grounds Salary Schedule 2025-26 (continued)										<i>includes a 2.5% adjustment, effective 9-1-2025</i>			
<i>Notes: Premiums adjusted by IPD or 2.5% for 2025-26; except pesticide license premium grandfathered at current \$1 rate</i>													
1. Hourly Gardeners will be paid at the rate of \$28.06 per hour. The maximum length of service as an hourly Gardener is six months.													
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 per 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 Appendix A, Art. A.3, Sec. A.5.													
6. Sports Complex Groundskeeper positions, Equipment Operator, Grounds General Foreman and Lead Position job titles are not part of the promotional chain.*													
7. Employees will be paid at the rate of \$1.57 per hour for possessing a certificate as an arborist, master gardener, or a certified landscaper (maximum of two per employee, \$3.14 total per hour). Maximum of one certified Arborist per each of the six work areas: NW, NE, Central W, Central E, SE													
8. Staff on this schedule who have a pesticide license shall receive \$1.00 per hour additional compensation unless otherwise incorporated into this schedule.													
9. 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.													
10. The aforementioned premiums are included in the pay rates listed in the salary schedule herein.													
Full year annual rates are calculated based on 2088 hours													

ARTICLE A.3: INCREMENT CRITERIA

- A. Increment Criteria: Increments shall be granted to eligible employees two (2) times per year, to be effective September 1 and March 1.
1. Eligible employees are defined as employees who:
 - a. Are working in full or part time positions represented by Local 302 as of February 28, to be eligible for the following September 1 increment advancement, and August 31, to be eligible for the following March 1 increment advancement; and,
 - b. 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.
 2. 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.
 3. 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.
 4. 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, unless reported to the Director as described in the previous sentence, and provided that the training remains relevant to the employee's job duties.

- a. Hours worked as an approved instructor can count towards increment hours with pre-approval.
5. 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 their 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.
 6. Employees who are promoted out of classification shall be paid at the salary increment step in the higher classification which exceeds their regular salary step in their current classification by a minimum of fifty dollars (\$50) per month.
 7. 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.
 - a. The Union acknowledges that employees have this obligation and that employees' failure to maintain their licenses will have significant financial implications in the future.
 - b. 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 302 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.
 - c. 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.
 - d. 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.
 - e. 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.

ARTICLE A.4: STEP-UP PAY

- A. In the event that an individual employee temporarily substitutes in a position with a higher classification than their regular classification, the employee's salary will be adjusted as follows:
1. No adjustment will be made for substitutions of less than three (3) working days duration.
 2. When substitution exceeds three (3) working days: All employees substituting for position in a higher classification will be paid at the salary increment step in the higher classification which exceeds their 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.

ARTICLE A.5: TEMPORARY UPGRADE

For employees covered by Appendix A, 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.

ARTICLE A.6: LONGEVITY

Employees who have worked and continue to work as an Assistant Custodian Grade for Seattle Public Schools for twenty-five (25) or more years shall receive additional compensation of \$0.37 per hour. Each fiscal year thereafter the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE A.7: SHIFT PREMIUM

Employees in those classifications identified on the Custodial, Mechanical Coordinator, or Grounds Salary Schedules, shall receive a second shift premium of \$0.37 per hour. Each fiscal year thereafter the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE A.8: MOBILE AA PREMIUM

Mobile AA employees shall receive a premium of \$0.48 per hour. Each fiscal year thereafter, the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE A.9: CHEMICAL APPLICATION PREMIUM

Employees in those classifications listed on the Custodial Salary Schedule who are required to apply chemicals and possess a license to apply chemicals shall receive additional compensation of \$0.98 per hour. Each fiscal year thereafter the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE A.10: REFRIGERATION PREMIUM

Employees in those classifications listed on the Custodial Salary Schedule who hold a valid refrigeration license and are Mobile AA-1, 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 \$0.92 per hour. Each fiscal year thereafter the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE A.11: RESOURCE CONSERVATION SPECIALIST LICENSE/ CERTIFICATION PREMIUM

Resource Conservation Specialists who acquire a position appropriate license or certification will receive additional compensation of \$1.51 per hour. Each fiscal year thereafter, the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE A.12: GROUNDS CERTIFICATION PREMIUMS

Employees in those classifications identified on the Grounds Salary Schedule will be paid \$1.55 per hour per certificate, with a maximum of two (2) certificates, for possessing a certificate as an arborist, master gardener, or a certified landscaper (per employee). Each fiscal year thereafter, the rate for this certification premium will be increased by the state funded and authorized inflationary increase. Maximum of one certified Arborist per each of the six work areas Northwest, Northeast, Central West, Central East, Southwest, Southeast.

ARTICLE A.13: PESTICIDE LICENSE PREMIUM

Employees in those classifications identified on the Grounds Salary Schedule who have a pesticide license and who are employed in the bargaining unit on or before September 1, 2020 will be paid an additional one dollar (\$1.00) per hour. Any employees who obtain a pesticide license or who are hired into the bargaining unit with a pesticide license after September 1, 2020 shall not be eligible for the premium. Due to the prohibition against the use of pesticides within the District, this premium will not be subject to an annual increase.

ARTICLE A.14: SAFETY EQUIPMENT AND CLOTHING ALLOWANCE

- A. For each year of the Agreement, employees covered by either the Custodial or Mechanical Coordinator Salary Schedules on regular employment status by October 1 will receive an allowance for safety equipment and clothing of two hundred ninety-two dollars and thirty-

one cents (\$292.31). Each year thereafter the allowance will be increased by the State funded and authorized inflationary increase.

B. For each year of the Agreement, employees covered by the Grounds Salary Schedules on regular employment status by October 1 will receive an allowance for safety equipment and clothing of three hundred ninety-eight dollars and sixty cents (\$398.60). Each year thereafter the allowance will be increased by the State funded and authorized inflationary increase.

1. Eligibility for Additional Reimbursed Expenses: The District will allow for employees covered by the Grounds Salary Schedules to receive up to an additional one hundred twenty-five dollars (\$125). The employee must provide verification that their purchases for safety and equipment for the relevant fiscal year exceeded the allowance provided in Article A.9, Section B, above. Reimbursement opportunity for each fiscal year will end on June 30.

Employees are required to adhere to the Dress Code-Standard of Appearance for the Facility Operations Department, which may be modified once per year, prior to the start of the school year.

ARTICLE A.15: HOLIDAYS

A. Holidays and Rate of Pay: Employees in the classifications associated with this Appendix who work a full year schedule 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 | Juneteenth (see 3, below) |

1. Employees must work or be on paid leave status the workday before and the workday 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 on top of holiday pay. Any work performed on these days must be at the request of and approved by an area or staff supervisor.

3. Regarding Juneteenth: Employees in the classifications associated with this Appendix who are assigned to work the school year calendar will only receive Juneteenth as a paid holiday if the observed day falls within their work year calendar.

ARTICLE A.16: SHIFTS AND HOURS

A. Work Shifts

1. Hours: 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, they may request that the area supervisor review and adjust the allocated travel time.
2. Shifts: 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: 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 Schedule: Alternative work schedules (where feasible) may be agreed to between employees and the Departmental Manager as long as the alternative work schedule is not inconsistent with Federal Fair Labor Standards Act provisions. Such arrangements shall be agreed to in writing with the Union.

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. Employees assigned to a building shall notify their immediate supervisor, or the school office, when they leave and when they return 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 workday.
- b. Employees working in excess of six (6) hours are entitled to one (1) such period in the first half of the workday and one (1) such period in the second half of the workday.
- c. Where practicable, relief periods should be taken at regularly scheduled times.

ARTICLE A.17: OVERTIME

A. Overtime:

- 1. 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.
- 2. 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.
- 3. Sports Complex assignments and the associated high school shall first be offered to complex staff presently working at the assigned Sports Complex. If the regularly assigned Sports Complex employees decline the overtime or additional overtime help is needed at the Sports Complex, the District may make the assignment from the other Sports Complex or building custodians or Mobile AA custodians to cover events at a Sports Complex.
- 4. Non-licensed custodial overtime assignments that cannot be filled by building staff will be assigned from a rotating roster of volunteers.

5. 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.
6. 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 workday has been extended beyond eight (8) hours are not considered to have worked an event on the gardener overtime list.
7. 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.

ARTICLE A.18: EMERGENCY CALL BACK

A. Emergency Call Back:

1. When an employee is called from their home to perform emergency work, they will be compensated at their 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.
2. 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.
3. 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.

a. 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.

- b. 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.
- c. If a licensed custodian is called back to work pursuant to this provision, completes the emergency assignment and returns to their home residence but is required to remain at their home residence for a specified period of time for purposes of further call back involving that emergency, said employee shall be compensated at their straight time hourly rate while they are required to be on call.
- d. Emergency operators will operate and shutdown boilers in accordance with city code.

ARTICLE A.19: VACATION LEAVE

A. Vacation Leave

- 1. Accrual: All employees who are entitled to vacation leave time will receive an updated balance of the amount of earned Vacation Leave on the warrant stub each month.
 - a. No Vacation Leave can be taken before earned.
 - b. Maximum vacation leave accumulation is limited to 240 hours. In order to comply with District policy, existing employees must eliminate accumulated vacation 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 vacation leave by this deadline. Any unused vacation 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 vacation leave at the time of retirement. However vacation leave time accumulated in excess of 240 hours may be taken as vacation before retirement.
- 2. Return to Service: If an employee who has been in the service of the District leaves for a period of time and returns, their years of prior service shall, upon successful completion of the probationary period set forth in this Appendix, be counted toward determining the number of days, in proportion to their regularly assigned hours, per year of Vacation Leave.

3. Leave Schedule: Custodial Engineers will be required to compile a vacation 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 vacation 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 vacation leave period they would prefer.
 - c. Vacation Leaves may be split providing that they will fit in with the cleaning and school programs.

4. Vacation Leave Periods:
 - a. Absent extenuating circumstances, employees may take Vacation Leave at any time during the year provided that each employee notifies the appropriate department, in writing, fifteen (15) business days in advance of the leave. Priority consideration will be given to employees who did not use school year Vacation Leave the previous year.
 - i. Employees who apply for Vacation Leave may be granted leave at the discretion of the manager of the appropriate department.
 - ii. Only one (1) employee at a time will be granted Vacation Leave from a particular work site (not including any employee using Vacation Leave as part of a Long-term Health Leave per this Article).
 - iii. A maximum of two (2) days Annual/Emergency Leave, per year may be used on a personal emergency being under the following conditions;
 - 1). 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.
 - 2). The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
 - 3). 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.

- 4). Vacation 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.)
- iv. Vacation Leave is provided for full-time employees with the expectation of completing the year of service.
- v. Earned unused Vacation 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.
- vi. The number of Vacation Leave days available for employees is computed by using the entry or anniversary date of employment to determine years of experience.
 - 1). Entry date is defined as the first day in District service.
 - 2). 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 Vacation Leave.
 - 3). Vacation Leave for Custodial employees G through J classification, Apprentice Stationary Engineer, job titles on the Grounds Salary Schedule other than Certified Lead Gardeners and Lead Sports Complex Groundskeeper. shall be in accordance with the following schedule:

VACATION LEAVE SCHEDULE		
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

- 4). Vacation leave for Custodial employees K through M classification, Certified Lead Gardeners, Lead Sports Complex Groundskeeper, and job titles on the Mechanical Coordinator Salary Schedule other than Apprentice Stationary Engineer shall be in accordance with the following schedule:

VACATION LEAVE SCHEDULE		
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

- 5). Beginning with four (4) years and one (1) month of service, the monthly accrued will change to arrive at earned Vacation Leave at the fifth (5th) anniversary. Similar changes in the monthly accumulations of days are made as eligibility changes according to the vacation schedules shown above.
- vii. A six hundred forty-seven dollars and twenty cents (\$647.20) incentive will be paid to full-time employees who do not use any vacation leave during a peak period month. Management agrees to review exceptional circumstances if an employee has taken leave during the eligibility period and requests review prior to taking leave, if possible, and no later than three (3) days after returning to work. The incentive will be paid in the next appropriate pay period. Each August 1 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 10th—September 10th
- 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.

10. Vacation Leave Cashout:

Eligible employees may cash out a maximum of three (3) vacation 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.

ARTICLE A.20: VACANCIES, TRANSFERS, AND PROMOTIONS

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. In situations where there is a vacant License Assistant H position, and there are no Assistant Custodians that have a fourth (4th) grade boiler license, the District can promote an unlicensed Assistant Custodian of the District's choice, to fill a License Assistant H position.

The promoted unlicensed Assistant Custodian will have one (1) year from the date of promotion to get their fourth (4th) grade boiler license; failure to achieve their boiler license within one (1) year will result in a demotion back to an Assistant Custodian position.

The employee's seventy-five (75) working day trial period will not start until they have an active boiler license. When the employee successfully completes their seventy-five-day (75) trial period, the employee will receive a bonus of five-hundred dollars (\$500.00).

c. 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.

d. Openings in Licensed Assistant I Mobile AA shall be filled by employees in the 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.

- e. 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 3rd grade Steam License and completed the required training.
2. Except as outlined in 2-f below, 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:
 - i. Lateral transfer to any position available.
 - ii. Lateral transfer to one or more specified positions.
 - iii. Promotion to any position available.
 - iv. 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.
 - i. Custodial Engineers in the J, K, and/or L classifications who have served in their current assignment for one (1) calendar year; and
 - ii. Head Assistants, J classification, who have served in their current assignment for two or more complete calendar years.
 - iii. Lateral transfers shall be awarded to employees in descending order to their relative positions in the bid list.

- iv. The employee receiving a lateral transfer shall have their name removed from the bid list for any other lateral transfer requests in accordance with the provisions of c-i above.
- d. District Initiated Transfers:
 - i. The District may, at its discretion, transfer Support Service Technician, I classification, personnel to positions within the I or G classification.
 - ii. The District has a right to transfer an employee laterally as part of any corrective action, provided the corrective action is issued for just cause. Additionally, the District has the right to transfer an employee laterally even where there is no discipline/corrective action, if the reason for the transfer is to end a disruption in the educational or work environment. The District will not transfer an employee for preferential, arbitrary, or capricious reasons.
 - iii. Employees 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.
 - i. Vacant positions shall be offered to bidding employees eligible for promotion.
 - ii. Promotions shall be awarded to qualified bidding employees, in descending order of their relative positions in the bid book.
 - iii. 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-i 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.

- i. Interview will be with the building principal, a custodial area supervisor, and a school-based staff member at the principal's discretion.
 - ii. When an employee is offered an interview, the employee must respond with their interest in proceeding with the application process within two (2) working days of receiving the offer to interview. If the employee does not respond after at least two (2) attempts, the District will offer the interview to the next ranked candidate.
 - iii. 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.
 - iv. 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.
 - v. If all five (5) candidates decline the position offered, it will be filled in accordance with 2-e above.
 - vi. Every effort will be made to conduct interview during work hours.
 - vii. The Support Services Lead may bid for transfers and promotions in the J, K and L classifications.
 - viii. 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.
 - a. Prior to the expiration of the first ten (10) working days of the seventy-five (75) day trial period, the employee shall have the right to return to their former position at their former pay rate, classification, and shift, if they so choose.
 - b. 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 their former position at their former pay rate, classification, and shift, if available. If their former position is not available, then they shall be returned to a comparable position in 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 20.
6. When a need arises for an individual to perform additional duties on a "temporary basis" following notification to the Local 302 Field Representative, 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 the “Step Up” provision, Article A.4, of this Appendix.

- 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 302 Field Representative and the Director of Facilities disagree on qualifications, the Chief Operating Officer would settle the disagreement.
7. In the Grounds Department, following an opening, all 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 will be filled in accordance with #9 below regarding “Other Non-Bid Positions.”
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.
 - i. Once the Stationary Engineer has achieved journeyman status as recognized by the Stationary Engineer Apprenticeship Program, and has a passing evaluation they will be moved to a Mechanical Coordinator I (K Classification).
9. Other Non-Bid Positions
- a. Positions noted on the Salary Schedule in Article A.2 of this Appendix 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.

ARTICLE A.21: BUILDING RECLASSIFICATION AND STAFF ADJUSTMENTS

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 A.20, above, of this Appendix.
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 their present salary for two (2) years.

B: Staff Adjustments

1. Elimination of Positions: In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated.
2. Closure: 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. The District does not grant voluntary days off without pay except in unusual circumstances.
4. Process: Should staff adjustment become necessary, the following criteria will be used to determine those Appendix A 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 Art. A.21, B.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 Art. A.21, B.2, above; as follows:
- i. 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 Art. A.21, B.4.c.ii, below; and, provided further, that such employees shall not be recalled prior to the implementation of Art. A.21, B.4.c.ii, below.
 - ii. 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-iii below; and, provided further, that such employees shall be recalled prior to the implementation of Art. A.21, B.4.c.i, above. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of their current address.
 - iii. 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-iv below; and, provided further, that such employee shall not be recalled prior to the implementation of Art. A.21, B.4.c.iv, below.
 - iv. 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 their current address.
 - v. 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.
 - vi. 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.

- vii. It is recognized that Custodial Services and Grounds Supervisors shall be eligible to return to 302 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.
5. 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 above. 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 A.22: TIME ALLOCATION STANDARDS

- A. General: 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. Allocation Standards: 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 Input: 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. Equipment: It is understood that District resources will not be used to maintain non-District equipment.

ARTICLE A.23: PERFORMANCE EVALUATION AND CORRECTIVE ACTION

- A: Performance Evaluation

1. New Hire Probation: 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. Lower Evaluations: Employees who are performing in such a manner that their evaluation rating may be categorically lower than their immediately preceding evaluation in the same 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 the same job title.
3. Review Period: 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. Split Assignments: For employees assigned to "Split" Assignments, both CE's shall be given the opportunity to give input to appraisals.
5. Evaluation Scores: 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.

B: Corrective Action

1. Implementation: 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. Information on Probation: When an employee is placed on probation or reinstated probation, they 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. Notice to Union; The Union will receive a copy of the probationary letter sent to the employee.
4. Union Representation: Whenever there is a scheduled meeting with the employee on any of the above matters, a Union representative may be present.

ARTICLE A.24: BOILER OPERATIONS

- A. 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.
- B. 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 A.25: CHIEF BOILER ENGINEER LICENSE REQUIREMENTS

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

ARTICLE A.26: IN-SERVICE TRAINING

- A. 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.
- B. 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 A.27: TRAVEL ALLOWANCE

- A. Employees in those classifications listed on the Custodial Salary Schedule who are required to work at more than one (1) location will be compensated at the maximum IRS rate. Employees will not be required to haul materials or equipment in their own vehicles.
- B. Employees in those classifications listed on the Grounds Salary Schedule who are required to work at more than one (1) location will be compensated at the maximum allowable IRS rate plus two dollars (\$2.00) per day for the employee who drives their own vehicle. Employees will not be required to haul materials or equipment in their own vehicle.

ARTICLE A.28: SELF-HELP PROJECTS

A Grounds employee who is not regularly assigned to work on a weekend, but who is assigned to one or more grounds 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. Grounds supervisory staff in conjunction with Self-Help Projects Program Manager will make a written determination for each particular Self Help project whether it requires staffing by a Grounds employee. The written determination must include rationale related to the scope of work if the determination is that a Grounds employee is not required to staff a Self Help project.

ARTICLE A.29: SUPPLEMENTAL EMPLOYMENT

- A. Supplemental Employment:
 - 1. Application for Summer Work: Employees in the classifications within this Appendix who are assigned to less than full-year work schedule shall be given the right of first refusal in order of seniority to work as custodians for available openings during periods for which they are not assigned.
 - 2. Employees from other Local 302 classifications who are interested in working in hourly positions as custodians during the summer months will receive priority consideration for available openings for Spring break and Summer work if there are any remaining openings after implementing Article A.29, Section A.1, above.

Employees should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1st. 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, available temporary custodian positions will be first offered to qualified Local 302 represented school year employees.
 - b. During Summer Break, available temporary custodian positions will be first offered to qualified Local 302 represented school year employees.
3. Granting of Positions: In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
- a. Staff must meet minimum qualifications for the position;
 - b. Previous experience in the desired position;
 - c. District seniority (tie-breaker)
4. Evaluations: Staff who work in supplemental positions will be subject to the evaluation process.

ARTICLE A.30: CENTRAL PENSION FUND

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:

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 Article 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.

MEMORANDUM OF UNDERSTANDING
BETWEEN SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302
CONCERNING WESTERN WASHINGTON
STATIONARY ENGINEERS TRAINING TRUST

This Memorandum of Understanding (MOU) made between Seattle Public Schools, (“Employer”) and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302 (“Union”):

WHEREAS, the Employer and the Union have entered into a Collective Bargaining Agreement with respect to the terms and conditions of the employment of certain employees of Employer represented by the Union; and

WHEREAS, the Union and other employers with whom the Union has Collective Bargaining Agreements have established a trust fund, known as the “Western Washington Stationary Engineers Training Trust,” for the purpose of providing employees who are represented by the Union with journey level upgrading, apprenticeship training and training programs; and

WHEREAS, said trust fund is a joint labor-management trust established in accordance with the applicable provisions of the Internal Revenue Code, the Labor-Management Relations Act and the Employee Retirement Income Security Act; and

WHEREAS, the Employer and the Union jointly desire to upgrade and advance the skills and training of the employees represented by the Union;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Effective October 6, 2023, the Employer, who is a party to a Collective Bargaining Agreement with Union, agrees to participate in the Western Washington Stationary Engineers Training Trust program. By virtue of this MOU, the Employer does not agree to hire and train apprentice (s), but should an apprentice be hired, it will be in accordance with the Standards of the program. The Employer further agrees to remit the contribution rate detailed below. Employees taking classes must understand work will take precedence with changed schedules.
2. Effective October 6, 2023, the Employer shall contribute \$25.00 per month for each bargaining unit employee who received eighty (80) hours or more compensation in the preceding calendar month to the “Western Washington Stationary Engineers Training Trust”. Adjustments to contribution rate must be mutually agreed upon by the Parties before taking effect.

3. The total amount due for each calendar month shall be remitted in a lump sum to the “Western Washington Stationary Engineers Training Trust,” in care of the depository selected by the Trustees of the fund, not later ten (10) days after the last business day of such month.
4. The Employer and the Union agree to be bound the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the “Western Washington Stationary Engineers Training Trust” and by any amendments to said trust agreement, heretofore or hereafter adopted, except for any changes to amount of contribution.
5. Employer accepts as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees of the Trust Fund and consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.
6. The Employer retains the right to terminate any apprentice at any time during the training program if the apprentice voluntarily abandons further training or if the apprentice is dropped from the training program by the Joint Apprenticeship Training Committee.
7. The provisions of this Training Trust MOU will remain in effect for the term of the Collective Bargaining Agreement. The Parties agree to meet during the term of this MOU to evaluate the effectiveness of the Training Trust and will bargain the potential continuation of the MOU at the expiration of the term. Employer acknowledges that this Training Trust MOU requires the payment of contributions to the Trust and may be enforced by the Trust in either state or federal court.

APPENDIX B: CULINARY SERVICES CLASSIFICATIONS

This appendix is supplemental to the parties' collective bargaining agreement; it shall apply exclusively to those classifications identified and set forth herein.

ARTICLE B.1 – CUSTOMER SERVICE MODEL

- A. 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 302 employees covered by Appendix B in the Agreement are employed by the Culinary Services Department (Culinary Services) to provide nutrition and food 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 Culinary Services Operations Manual and other documents describing the services to be provided. They are to be communicated to the employees covered by Appendix B in 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 302 bargaining unit employee in charge of Culinary 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 302 bargaining unit employee on site, the matter shall be referred to the next level of the chain of command within the Culinary Services Department. This is consistent with the expectation that lines of authority will be followed and that an employee will contact their immediate supervisor first for information or assistance with problems. Where deemed necessary by either party, assistance in achieving resolution of the concern may be requested from the District Labor and Employee Relations Department and Union.
 4. Supervision. The Local 302 bargaining unit employees covered by Appendix B in this agreement are employed by the Culinary Services Department and supervised by a chain of command within that Department. The Chain of Command is as established by the Culinary Services Department and communicated to employees covered by Appendix B in 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 302 bargaining unit employees covered by Appendix B in this Agreement are to be conducted by the chain of command in the Culinary Services Department in accord with evaluation provisions of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the Culinary Services Department in consultation with the Union. Customer site representatives may provide input to the Culinary Services Department regarding the performance of Local 302 members working at the customer's site.

ARTICLE B.2: PAYROLL DEDUCTION OF UNION DUES – CULINARY SERVICES

The District will deduct both inactive dues and regular dues on June 1 and July 1 payrolls to cover the summer months.

ARTICLE B.3: PRORATING PAY

Employees who are assigned four (4) or more hours per day may elect to have their pay, based on assigned hours, prorated over the District's fiscal year. Employees who choose this option must do so prior to September 1 each year, provided that such election shall not be changed during the ensuing fiscal year.

ARTICLE B.4: WAGES

- A. For the 2025-2026 school year, effective September 1, 2025, for each classification covered by the Culinary Services Salary Schedule, the base wage rates shall be increased by two and five-tenths percent (2.5%)
- B. The District's Labor & Employee relations department and Union leadership may mutually agree to increase the base wage rates of certain classifications that are below market beyond the state funded and authorized inflationary increase. However, absent such mutual agreement, the increases will be based on the state funded and authorized inflationary increase.

[Salary Schedule detailed below.]

2025-26 CULINARY SERVICES SALARY SCHEDULE (FS1)
Effective 9/1/2025

**includes a 2.5% structure adjustment
and 2.5% IPD adjustment to premiumus*

Title	Job Code	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CENTRAL KITCHEN STAFF										
Central Kitchen Manager	15009524	011	30.35	31.26	32.17	33.10	34.45	35.04	36.03	37.09
Central Kitchen Coordinator	15009525	012	28.20	29.08	29.96	30.85	31.80	32.74	33.73	34.72
Central Kitchen Lead	15009528	400	23.46	24.05	24.63	25.28	25.95	26.72	27.52	28.32
Kitchen Assistant	15020329	250	21.35	21.94	22.62	23.10	23.69	24.38	24.96	25.70
SCHOOL/BUILDING-BASED STAFF										
School Kitchen Manager - Secondary	15009572	800	25.60	26.42	27.20	28.06	28.83	29.73	30.64	31.55
School Kitchen Manager - Elementary	15009575	300	22.44	22.97	23.49	24.20	24.82	25.49	26.20	26.97
School Kitchen Assistant Manager	15009571	004	22.21	22.76	23.30	23.93	24.62	25.29	26.06	26.83
Prepack Manager	15020328	003	21.88	22.39	23.03	23.56	24.23	24.83	25.56	26.34
Kitchen Assistant	15020329	250	21.35	21.94	22.62	23.10	23.69	24.38	24.96	25.70
Substitute (Represented)	15023479	015	21.28							

1. Employees who have worked in a Culinary Services assigned position for 20 or more years as of 9/1 shall receive an additional:

\$0.46 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 \$0.33 per hour
- SNA Level 2 Certificate will be paid an additional \$0.79 per hour
- SNA Level 3 Certificate will be paid an additional \$1.37 per hour
- SNA Level 4 Certificate will be paid an additional \$1.93 per hour

3. Prepack Managers, School Kitchen Managers - Elementary, and School Kitchen Managers - Secondary 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.

ARTICLE B.5: INCREMENT CRITERIA

- A. Increments shall be granted to employees who score above 14 out of 30 on the Kitchen Manager Performance Appraisal, or who score above 12 out of 25 on the Kitchen Assistant Performance Appraisal during the immediately preceding evaluation cycle, effective the first working day of each school year, provided that:
1. The employee was working in a Culinary Services position prior to February 1st of the immediately preceding school year; and,
 2. An employee will be placed on probation and no increment advancement shall occur if the employee receives either:
 - a. A total score of 14 or below out of 30 for employees evaluated on the Kitchen Manager Performance Appraisal or a total score of 12 or below out of 25 for employees evaluated on the Kitchen Assistant Performance Appraisal; or
 - b. A score of “1” in any area on the Kitchen Manager Performance Appraisal or Kitchen Assistant Performance Appraisal.
 3. Employees who are promoted from one Grade to another Grade shall be paid at the salary increment step in the higher classification which exceeds their regular salary step in their current classification by a minimum of thirty cents (\$.30) per hour.
 4. For promotions occurring after February 1st, the employee’s September 1st step increase will be used as the base wage when establishing the new rate of pay for the higher classification. No additional adjustment will be made on September 1st.

ARTICLE B.6: STEP UP PAY

- A: The District may assign temporary “step-up” assignments to employees at its discretion, provided that the employee is qualified to step into the role. In the event that an individual employee (excluding substitutes) temporarily substitutes in a position with higher classification than their regular classification, the employee’s salary will be adjusted as follows;
1. No adjustment will be made for substitutes working less than one (1) full shift,
 2. The employee will be paid an additional five percent (5%) of their current hourly rate of pay retroactive to the first shift for which they “stepped up”. An employee who steps into a lower classification maintains their higher rate of hourly pay.
 3. 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.

- a. If conditions of Art. B.6, Section A.3., 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.

ARTICLE B.7: CERTIFICATION PAY INCREASES

- A. Hourly rate increase for School Nutrition Certification (SNA) will be paid after Culinary Services management staff receives proof of SNA certification from the employee. The increase will be retro-active to date on SNA certificate.
- B. Employees who are certified through the School Nutrition Association (SNA) will be paid as follows:

SNA Level 1 Certification will be paid an additional \$0.33.
SNA Level 2 Certification will be paid an additional \$0.79.
SNA Level 3 Certification will be paid an additional \$1.37.
SNA Level 4 Certification will be paid an additional \$1.93.

Each fiscal year thereafter, the rate will increase by the state funded and authorized inflationary increase.

- C. Upon verification of attainment of a specific SNA certification level, no further verification is required to maintain certification pay for a particular level.

ARTICLE B.8: LONGEVITY

Employees in those classifications identified on the Culinary Services Salary Schedule who have worked in a Culinary Services assigned position for twenty (20) or more years as of September 1st (9/1) shall receive additional compensation of \$0.46 per hour. Each fiscal year thereafter the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE B.9: HOLIDAYS

- A. Employees in the classifications associated with this Appendix who are employed for the school year shall be paid for the holidays that occur during their work year. The following are designated paid holidays that regularly occur during a school year: Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, The day after Christmas, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.
 1. Regarding Juneteenth and July 4th: Employees in the classifications associated with this Appendix who are assigned to work an all-year schedule shall be paid for the Juneteenth and Independence Day holidays.

Employees in the classifications associated with this Appendix who are assigned less than an all-year schedule will only receive Juneteenth and Independence Day as a paid holiday if the observed day falls within their work year calendar.

- B. Employees must work or be on paid leave status the workday before and the workday after a holiday in order to be paid for the holiday.
- C. Holidays shall be compensated based on their compensable hours. Compensable holiday hours are calculated based on the average hours worked of the five (5) working days prior to the holidays.
- D. Employees who work a minimum of twenty (20) days during the summer will receive pay for one (1) holiday.

ARTICLE B.10: WORK YEAR CALENDAR

- A. Workdays:
 - 1. All school-based Culinary Services employees will work one hundred ninety-four (194) workdays. Workdays designated by the Culinary Services Director before the start of school and after the end of school are to be devoted to cleaning and preparation for the opening and closing of schools, or other duties as assigned by Culinary Services management.
 - 2. Central kitchen-based employees will work one hundred ninety-six (196) workdays.
- B. Deli/Catering: Staff assigned to the Deli/Catering department will follow the 220-day work calendar for establishing workdays. They will report to work on the date indicated on the work year calendar for the school year to allow for start-up procedures such as cleaning, organizing and food ordering. Deli/Catering staff's last workday for the school year will be indicated on the work year calendar for the school year. Services to the JSCEE staff will begin on the date indicated by the work year calendar for the school year.
- C. School Year Start and End:
 - 1. 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.
 - 2. 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 the last day of school.

ARTICLE B.11: HOURS OF WORK AND WORKDAY

A: Hours of Work

1. Provisions: Culinary 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 workday for Prepack Managers shall be no less than three and one-half (3.5) hours per day. School Kitchen Managers - Elementary in bulk kitchens shall be no less than five (5) hours per day, and School Kitchen Managers - Secondary shall be no less than seven (7) hours per day. Hours are assigned based on the number of meals served. The District has the exclusive right to determine the starting and ending time of all meals served. However, if the Director feels fewer hours are needed at a given location, the District will meet and confer with Local 302 to discuss the number of hours to meet program requirements on a case by case basis. Jobs shall be scheduled to provide the hours needed, and there shall be a minimum of jobs with fewer than the three and one-half (3 ½) hours necessary to qualify for benefits.
2. Hours Assignments: Hourly time is assigned by School Kitchen and Prepack Managers with approval by the Culinary Services Director, or designee. No later than the first day of school, School Kitchen and Prepack Managers will submit draft schedules, including start times, rest break(s), meal breaks, and end times to the Culinary Services Director, or designee, for review and approval or denial. School Kitchen and Prepack Managers may submit mid-school year changes for consideration. The Culinary Service Director, or designee, reserves the right to modify schedules during the school year. Assigned hours vary from (.5) to eight (8) per day.
3. Satellite Hours: Satellite hourly rate applies to the actual time worked for the satellite location. Where practicable, split shifts may result in benefited positions. Time schedules and hours of split shifts, including lunch breaks will be set by the Culinary Service Department. The District will consult with the Union prior to creating any new split positions.
4. Work Week: The normal work week shall be defined as five (5) consecutive days (Monday through Friday) within a seven (7) day period.
5. Weekend Work for Saturday School: The District may modify the work week to cover Saturday school programs.
 - a. Assigned school staff shall have first priority for modified schedules.

- b. In the event that no volunteers are available at the assigned site offered, assignments will be made in accordance with Section F(1) of this Article.
 - c. A work week differential of 10% of regular pay per hour shall be paid for hours outside the normal work week.
6. Weekend Work: Any work performed on Saturday, except as described in Section 5 above, shall be paid at the rate of time and one-half (1 1/2).
- a. Any work performed on Sunday or holidays shall be compensated at the double time rate of pay. This would be in addition to holiday pay as provided for in Section G of this article.
7. Time Entry: The Culinary Services Department utilizes Employee Self-Service (ESS) for time entry. Each employee shall be responsible for accurately reporting actual hours worked and/or absences each day into ESS. The District has the right to amend or modify rules and procedures regarding the process for entering time into ESS. The District will provide training or guidance to employees on how to utilize any new time entry procedure.

ARTICLE B.12: SCHOOL CLOSURE REASSIGNMENT

- A. 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 their current rate of pay for the actual hours worked in that assignment. Should the employee not accept an assignment, they may choose to take a paid day of vacation leave or may choose leave without pay.
1. Elementary staff shall receive additional workdays to replace the waiver days granted by the State so long as a waiver of days is sought and approved. These days will be devoted to cleaning and preparation for the opening and closing of schools, or other duties as assigned by Culinary Services management.

ARTICLE B.13: OVERTIME

- A. Overtime: Any regular work done in excess of eight (8) hours in any workday 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 their Culinary 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.

- B. Overtime Assignment: No Assistant or Assistant Manager shall work more than the assigned hours per day unless so directed by the school building Kitchen Manager with approval of the Culinary 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 Culinary Services Director or their designee.

ARTICLE B.14: EXTRA TIME

Extra Work Compensation and Assignment List

- A. Extra Time: When an employee is required to report back for extra part-time work or meetings for the District held on non-workdays, the employee shall receive not less than three (3) hours for each assignment. When an employee volunteers for extra work or meetings for the District held on non-workdays, the employee will be paid for actual hours worked.
- B. Volunteer Extra Work List: Annually, staff at every work site shall have the opportunity to sign up for voluntary extra work assignments at their work site and for District catering events. Additionally, employees may sign up for voluntary extra work at any time. Assignments on the volunteer extra work list will be offered to staff qualified for the assignment, in seniority order, on a rotating basis, to staff not working regular hours during the assignment and priority will be given to employees who will not go into overtime status by working the extra time. Employees will sign up for extra shifts through the online process the District utilizes. The District reserves the right to modify this process at its discretion and will notify employees of any changes. The District will generally give employees up to twenty-four (24) hours prior to the start of the extra work opportunity to sign up as volunteers. If work needs remain after offering work via the volunteer extra work list and there are less than twenty-four (24) hours before the work is needed, the District may mandate employees to report to work, on the rotating basis of inverse seniority, in accordance with Section A, "Extra Time," above.

ARTICLE B.15: CALL BACK

- A. When an employee is called from their home to perform emergency work or extra work on a non-scheduled day, they 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.
- B. Emergency work performed at times other than the scheduled work week must be at the request of and approved by the Culinary Services Director or their designee.

- C. If the Culinary Services Director or their designee is unavailable in an emergency situation, a call-back may be authorized by a School District Security Officer.

ARTICLE B.16: CATERING ASSIGNMENTS

- A. Parameters: The District will utilize the Culinary Services department for all events on District property, funded by tax or grant money controlled by the District, or that utilize District kitchens. However, outside catering may be permitted for any events or District sponsored meals outside of the school day, provided that the Culinary Services Director has notified the client that the Culinary Services department is unable to cater the event.
- B. 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 Culinary Services staff at that school, with preference granted by seniority, overtime status and qualifications to perform the work. If the client hosting the event requests a specific Culinary Services employee, the District may grant that employee preference for the work. If they decline the work or there is additional work, it will be offered through the volunteer extra work list.
- C. Testing, training and demonstrations: These events will be conducted primarily by the District Chef. The District Chef has the discretion to determine the amount of staff needed, if any, as well as necessary labor hours, for the testing/training/demonstration.
 - 1. If the District Chef determines they require assistance, they will first offer the opportunities to bargaining unit staff utilizing the extra shift volunteer process described in Article B.14, Section B.
 - 2. Employees will be paid for all time spent in trainings, both in person and otherwise.
- D. These provisions supersede any previously executed settlement agreements, past practices, or memoranda of understanding/agreement between the parties addressing catering of District events on or off District premises.

ARTICLE B.17: INCLEMENT WEATHER

- A. Notice: Employees reporting to work before the official school closure announcement is made will be guaranteed two (2) hours of pay at their hourly pay rate. Employees will also be paid for any additional hours worked, if approved by the appropriate Supervisor.
- B. Pay for Employees Utilizing Public Transportation: Employees who use public transportation to travel to work may qualify for two (2) hours “show up pay” if the following conditions are met:
 - 1. The employee must notify Culinary 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 one and one-half (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 B.18: IN-SERVICE TRAINING

A: In-Service Training

1. **Mandatory Training Hours:** Employees shall be paid their current hourly rate for (16) hours of required training. Kitchen managers shall have an additional eight (8) hours of required trainings. Trainings will be related to USDA standards and District requirements. Staff will be compensated for attending the eight (8) hour certification courses such as Basic Nutrition, and ServSafe or Serving it Safe, which may be offered twice per year.
2. **Mandatory Meetings:** The District reserves the right to schedule mandatory meetings during the school year, provided that the employees receive one (1) month's notice. Employees will be paid for attendance at such meetings and will not be paid less than two (2) hours per meeting. Mandatory training hours are considered hours of work for the purposes of calculating overtime.
3. **In-Service Training:** Some training will be offered on days prior to the beginning of the school year, on District-designated in-service training days, to provide for sixteen (16) hours of required training for all staff and an additional eight (8) hours of required training for kitchen managers. Participants shall be compensated as though they were performing regularly assigned duties.
4. **Voluntary Training:** In addition to the required training described in paragraphs 1 and 2 above, employees can be paid for additional hours of voluntary training at their current hourly wage rate up to a maximum of twenty-six (26) hours of training time. Employees must receive prior approval from their supervisor in order to receive compensation for the voluntary training. Voluntary training hours are not considered hours of work for the purposes of calculating overtime.

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.

C: Kitchen Manager Trainers

1. 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 Culinary 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 of administrative duties above expectations.

2. Prepack Managers, School Kitchen Managers - Elementary, and School Kitchen Managers - Secondary selected as Manager Trainers will be paid an additional one dollar and fifty cents (\$1.50) per hour while training.

ARTICLE B.19: TRAVEL ALLOWANCE

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.

ARTICLE B.20: CLOTHING ALLOWANCE

- A. 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 two hundred ninety-two dollars and thirty-one cents (\$292.31) Each year thereafter the allowance will be increased by the State authorized and funded inflationary increase. Employees are required to adhere to the Dress Code-Standard of Appearance for the Culinary Services Department, which may only be modified once per year, prior to the start of the school year.
- B. Employees who come to work in unacceptable clothing will be sent home to change.
- C. The District will provide each employee newly hired subsequent to October 1 with two (2) chef's coats. Thereafter, employees will be responsible for purchasing their own chef's coats using the clothing allowance provided per Section A, above.

ARTICLE B.21: VACATION LEAVE

- A. Accrual: All assigned employees will earn Vacation Leave with pay at the rate of twelve (12) days per year prorated upon hours worked. It is expected that employees utilize earned Vacation 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 vacation leave at the end of the school year, unless a written request to retain the leave is submitted to Payroll by July 10th of the year in which the leave was accrued .
- B. Request Process: Employees who request Vacation Leave for times other than which is described in the Accrual Section above, may be granted leave at the discretion of the Director of Culinary Services or their designee. Decisions concerning Vacation Leave are not subject to the grievance process.

1. Beginning June 1, employees may request Vacation Leave for the upcoming school year. Priority consideration will be given to employees who did not use school year Vacation Leave the previous year.
 2. No Vacation Leave shall be granted during the first three (3) weeks and/or the three (3) weeks preceding the last day of school of the school year. In locations that operate year-round, no vacation leave shall be granted in August. Emergency requests will be considered by the Director of Culinary Services.
 3. Approval of Vacation Leave requests will depend upon:
 - a. the number of employees already granted Vacation Leave requests;
 - b. the availability of a trained substitute;
 - c. compliance with the specific provision contained in item 2, above
 4. Only one (1) employee at a time will be granted Vacation Leave from a particular worksite (not including any employee using Vacation Leave as part of a long-term Health Leave per Master Labor Agreement, Article 18: Leaves provision of this Agreement).
 5. No vacation leave can be taken before earned.
 6. A maximum of ten (10) employees may utilize earned Vacation Leave during the regular scheduled school year in lieu of pay at the end of the school year (not including any employee using Vacation Leave as part of a long-term Health Leave per Article 18: Leaves provisions of this Agreement) provided that:
 - a. No employee shall utilize Vacation Leave for more than five (5) consecutive working days per year;
 - b. Additional requests to use Vacation Leave during the regular scheduled work year may be granted in extraordinary circumstances; full year employees will receive priority consideration;
 - c. Employees who take Vacation Leave without approval will not receive pay for those days and will be subject to progressive discipline.
 7. In order to comply with State law, the District will pay eligible employees for up to 240 hours of earned Vacation Leave at the time of retirement. Vacation Leave accumulated in excess of 240 hours may be taken as Vacation Leave before retirement.
- C. Utilization: A maximum of two (2) days earned Vacation Leave per year, may be used on a personal/emergency basis under the following conditions:

1. 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.
2. The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
3. 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 C.1 and C.2 above.

ARTICLE B.22: STAFF ADJUSTMENTS

A: General Provisions:

1. **Staff Adjustment:** An employee whose scheduled hours are reduced by one and a half (1.5) hours or more (one (1) hour if benefits are affected) moves into staff adjustment. Staff adjustment will begin with the highest affected job classification with bumping from a higher classification to lower classification to be based on "last in first out." Reorganization shall continue downward through the job classification until all positions have been filled and the lowest job classification employees either reassigned or terminated.
2. **Restoration of Hours:** When more than (1) employee loses hours at one (1) location, restoration of hours, if warranted, during the same school year and all employees remain, will be done by seniority (that is, the most senior employee would have their hours restored first) unless a person who has lost hours has lost eligibility for health care benefits. In that case the person who has lost health care eligibility shall have their hours restored first regardless of seniority.
3. **Notice:** All employees who will be displaced will be notified by the Culinary Services Department as early as possible with a minimum of two (2) weeks' notice.

B: School Kitchen Manager – Secondary 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 School Kitchen Manager – Secondary.
2. The Director of Culinary Services shall meet and confer with the Union and the affected School Kitchen Manager - Secondary prior to implementation of reduced hours.

3. If a School Kitchen Manager - Secondary hours are reduced, they shall be offered the first vacant position within their current classification that has assigned hours equivalent to their assigned hours prior to reduction.

C: Procedures: The following procedures will be utilized to implement staff adjustments:

1. The displaced employee with the greatest seniority at or above their classification will have the first opportunity to select an open position in their classification or may bump an employee with less seniority with their classification; the employee with the next highest seniority shall have the next opportunity, etc.
2. Within the various hours assigned for assistants, each level of assigned hours shall be handled as if they were separate job titles.
3. Positions that become vacant after the selections have been made for each classification shall be advertised and filled in the normal process.
4. If a reduction in force is necessary, new employees serving their 70 working days probationary period shall be the first laid off.
5. Following the implementation of Staff Adjustments, and when mutually agreed upon by the Culinary Services Director and displaced Culinary Services employees, displaced Culinary 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.

D: Recall Provisions: As suitable positions for which a laid off employee is qualified become available, the employee will be notified by the Culinary 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 Culinary Services Department that they are 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 they are re-employed by the District within fifteen (15) months of termination. If the employee is re-employed within fifteen (15) months of termination, their prior service with the District shall be utilized in determining their 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, Culinary 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.

E: Supervisors: It is recognized that Culinary Services Supervisors shall be eligible to return to 302 unit positions comparable to bargaining unit positions held prior to becoming Area Supervisors, based on their seniority within the appropriate job titles. Culinary Services Area Supervisors shall not accrue bargaining unit seniority for time spent as an Area Supervisor.

ARTICLE B.23: VACANCIES, TRANSFERS, AND PROMOTIONS

A: Vacancies

1. Notice of Vacancies: Culinary Services Department vacant positions, shall be posted on the District Web Page. Notice of the postings of these vacant positions will be communicated to Culinary Services employees via District email. The District may utilize text and phone calls to notify employees, to the extent that employees have opted for these methods of communication. Notice of postings shall be made in general public announcements and at all work sites for examination by interested employees or official representatives of the bargaining unit. Vacant positions may be advertised outside the District at the same time they are posted. These listings will be posted for at least one (1) week prior to the testing, interviewing, and filling of the position.
 - a. A list of known open positions for the following school year shall be published by the Department no later than fifteen (15) working days prior to the close of the school year as established in the work year calendar for the school year. Positions becoming available during the school year shall be published at least two weeks prior to filling the position and may be posted and filled during the summer.

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

B: Transfers & Promotions

1. Transfers: Employees desiring transfers must apply in the same manner as all other applicants. However, if an employee seeking a transfer and the Culinary Services Director, or designee, mutually agree, an employee may transfer without going through the application process. An employee in this situation must indicate their desire to transfer in writing to the Culinary Services director or designee prior to

the posting of the position. If there are multiple transfer requests, they will be honored based on seniority and qualifications. This process also applies to employees seeking to transfer into a position of lower pay.

- a. Lateral transfers will be limited to one per school year unless otherwise mutually agreed.
 - b. Employees on trial period are not eligible for transfer or promotion unless mutually agreed.
2. Hiring: Once a position posting is closed, the District will schedule interviews with all internal applicants and any qualified external applicants. The District will then offer the position to the most qualified candidate, after conducting interviews. Among equally qualified external and internal applicants, the District will give preference to internal candidates. The Culinary Services Director, or designee, has the final say in determining qualifications at all stages of the transfer and hiring process. Promotions to higher salary classification are earned by successfully interviewing and being selected for a more responsible position.
3. If two or more employees who have been interviewed for vacant bargaining unit positions score equally during the interview process, their position on the grid shall be the tie-breaker to determine which employee is offered the positions:
- a. Seniority in job title; Seniority as a regular employee creates a preference over substitutes and outside applicants and experience (hours worked) as a substitute outweighs experience of outside applicants.
 - b. Performance appraisals, or three letters of recommendation from previous employers, including one from the current or most recent supervisor for applicants not currently employed by the District;
 - c. SNA Certification (points based on level of certification);
 - d. Qualifications to perform work; as demonstrated by additional training obtained by the applicant in the last three years (trainings automatically approved for SNA trainings or training offered by Culinary Services, or other training as approved by the parties) e. Length of employee's continuous service in an assigned position (with adjustment for interrupted service). This criterion may only be used when two (2) or more employees are tied in points.
4. Trial Period After Promotion: An employee who is promoted will complete a seventy (70) day working day trial period. Prior to the expiration of this trial period, either the employer or the employee may declare the trial period unsatisfactory, and the employee shall return to their former position. Before the employer declares the trial period unsatisfactory, the employee shall be provided a written explanation of

the reason(s) for that declaration. Disputes concerning a departure by the District from this procedural requirement shall be the only subject grievable under these provisions. During the trial period, the employee and the supervisor will discuss training needs.

5. Employees who are on a Performance Improvement Plan or have failed a probationary period may not re-apply for the same position in a period of time of less than one year from the initiation of the Performance Improvement Plan or failed probationary period and must demonstrate efforts to improve skill and competency through participation in professional training.
6. Disciplinary Transfers: The District has a right to transfer an employee laterally as part of any corrective action, provided the corrective action is issued for just cause. Additionally, the District has the right to transfer an employee laterally even where there is no discipline/corrective action, if the reason for the transfer is to end a disruption in the educational environment, as determined by the District. The employee will experience no loss of compensation as a result of the transfer.

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

ARTICLE B.24: PERFORMANCE EVALUATION AND CORRECTIVE ACTION

A: Performance Evaluation

1. Probation: Newly hired employees and/or employees who have been rehired shall complete at least a seventy (70) working day probationary period. During the

probationary period, each employee's job performance shall be evaluated a minimum of two (2) times.

- a. If the evaluations are satisfactory, the employee will be placed on regular status.
 - b. An employee may be terminated at any time during the probationary period without recourse.
2. Evaluation: Assigned employees shall be evaluated annually.
- a. Employees shall be provided a copy of their annual job performance appraisal.
 - b. The Job Performance Evaluation form for Culinary 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 Culinary Services Department.

B: Corrective Action

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

performance 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 B.25: SUMMER EMPLOYMENT; SUBSTITUTES

A: Provisions

1. Application for Summer Work: Employees who are interested in working in hourly positions as custodians during Spring Break and the summer months should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1st. Those employees who meet the minimum qualifications will receive priority consideration for any openings remaining after implementation of Article A.29, Section A.1 in Appendix A 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 custodial positions will be first offered to qualified Local 302 represented school year employees.
 - b. During Summer Break available custodial positions will be first offered to qualified Local 302 represented school year employees.
2. Granting of Positions: In the event that there are more applicants than positions, staff will be chosen for supplemental employment using the following criteria:
 - a. Staff must meet minimum qualifications for the position
 - b. Previous experience in the desired position, and
 - c. District seniority (tie breaker)
3. Evaluations: Staff who work in supplemental positions will be subject to review under the evaluation process.

B: Summer Food Program

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

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

C: Substitutes

1. Leave Benefits: A substitute shall be credited with sick leave in accordance with Agreement.
2. Discipline or Termination: Substitutes may request a meeting to discuss the imposition of any discipline, including termination from an ongoing assignment or termination from the substitute roster, with the Culinary Services Personnel Manager. Substitutes may have Union representation at such meetings and may request the reasons for the discipline, provide any explanation, and request reconsideration. The decision of the Culinary Services Personnel Manager is final and not subject to review under the grievance provisions of this Agreement.
3. 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 Culinary 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.
4. Except as explicitly indicated in C.5, below, the Articles of the Master Labor Agreement and Appendix B apply to substitutes.
5. The following Articles and/or Article subsections of the Master Labor Agreement and Appendix B **do not apply** to represented substitutes:

Master Labor Agreement (MLA) provisions that **do not apply** to represented substitutes:

- MLA Article 6: Access to New Employees
- MLA Article 12: Group Insurance Provisions
- MLA Article 16: Seniority Listing
- MLA Article 18: Leaves, subsections A.3, Long Term Leave Without Pay; subsection C, Long Term Health Leave does not apply except to the extent that a substitute is eligible for FMLA; subsection D, Childcare Leave; subsection E, Adoption Leave; subsection F, Bereavement Leave; subsection G, Religious Observance Days; subsection H, Injury While On Duty, except to the extent that substitutes are eligible for worker's compensation benefits for work place injuries; subsection J.1, J.3, J.4, Jury Duty; subsection K, Long Term Health Leave Without Pay (not for health reasons); subsection M, Leave Sharing.
- MLA Article 19: Discipline & Investigation Procedures is superseded by Appendix B, Art. B.25, C.2 in this article, except Article 19, subsection A.4 applies in total.
- MLA Article 20: Grievance Procedure applies, except to the extent is limited by Appendix B, Art. B.25, C.2.

Appendix B provisions that **do not apply** to represented substitutes:

- Appendix B, Article B.3 Prorating Pay
- Appendix B, Article B.5 Increment Criteria
- Appendix B, Article B.6 Step Up Pay
- Appendix B, Article B.9 Holidays
- Appendix B, Article B.10 Work Year Calendar
- Appendix B, Article B.11 Hours of Work and Workday, subsection A.3, Satellite Hours.
- Appendix B, Article B.11 Hours of Work and Workday, subsection A.5.c
- Appendix B, Article B.12 School Closure Reassignment
- Appendix B, Article B.17 Inclement Weather
- Appendix B, Article B.20 Clothing Allowance, applies to represented substitutes in their second year of representation if they worked at least 100 hours the previous year.
- Appendix B.21 Vacation Leave
- Appendix B, Article B.22 Staff Adjustments
- Appendix B, Article B.23, subsections B, Transfers and Promotions; and C, Prepack Manager to Bulk Programs.
- Appendix B, Article B.24, Performance Evaluation and Corrective Action is superseded by Appendix B, Article B.25, section C.3.
- Appendix B, Article B.27 Central Pension Fund

ARTICLE B.26: LEGAL REFERRAL ASSISTANCE

The District shall assist an employee in obtaining information regarding legal representation when they have been assaulted in or around the school premises or as a direct result of performing their duties. This will include a referral to the Employee Assistance Program and the Washington State Bar Association legal referral resources.

ARTICLE B.27: CENTRAL PENSION FUND

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:

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 Article 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.

APPENDIX C: SCHOOL SECURITY CLASSIFICATIONS

This appendix is supplemental to the parties' collective bargaining agreement; it shall apply exclusively to those classifications identified and set forth herein.

ARTICLE C.1: CUSTOMER SERVICE MODEL

A: **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 302 employees covered by Appendix C to 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 Safety and Security Department Manual and other documents describing the services to be provided. They are to be communicated to the employees covered by Appendix C to 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 302 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 302 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 their 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 302 bargaining unit employees covered by Appendix C of 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 302 bargaining unit employees covered by Appendix C of this Agreement are to be conducted by the chain of command in the SSD in accord with evaluation provisions of Appendix C 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 302 members working at the customer's site.

ARTICLE C.2: PAYROLL DEDUCTION OF UNION DUES – SCHOOL SECURITY

The District will deduct both inactive dues and regular dues on June 1 and July 1 payrolls to cover the summer months.

ARTICLE C.3: WAGES

- A. For the 2025-2026 school year, effective on September 1, 2025, for each classification covered by this Appendix, the base wage rates shall be increased by two and five-tenths percent (2.5%)
- B. The District's Labor & Employee relations department and Union leadership may mutually agree to increase the base wage rates of certain classifications that are below market beyond the state funded and authorized inflationary increase. However, absent such mutual agreement, the increases will be based on the state funded and authorized inflationary increase.

[Salary Schedules detailed below.]

SCHOOL SECURITY SPECIALIST
 IUOE 302 C1 (202 Day)
 2025-26 SALARY SCHEDULE (SS1)

APPENDIX C

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Journey	Annual	\$50,548.48	\$52,309.92	\$54,055.20	\$55,121.76	\$56,188.32	\$57,384.16	\$58,515.36
	Monthly	\$4,212.37	\$4,359.16	\$4,504.60	\$4,593.48	\$4,682.36	\$4,782.01	\$4,876.28
	Hourly	\$31.28	\$32.37	\$33.45	\$34.11	\$34.77	\$35.51	\$36.21
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior	Annual	\$59,695.04	\$60,874.72	\$62,086.72	\$63,347.20	\$64,559.20	\$65,868.16	\$67,209.44
	Monthly	\$4,974.59	\$5,072.89	\$5,173.89	\$5,278.93	\$5,379.93	\$5,489.01	\$5,600.79
	Hourly	\$36.94	\$37.67	\$38.42	\$39.20	\$39.95	\$40.76	\$41.59

School Security Specialist (SS1) includes a 2.5% increase effective 9/1/2025
 202-day schedule = 1616 hours; above calculations based on 12 months

CENTRAL SECURITY SPECIALIST
 IUOE 302 C2 (202 Day)
 2025-26 Salary Schedule (SS5)

APPENDIX C

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
SS5	001	\$53,085.60	\$54,911.68	\$56,753.92	\$57,885.12	\$58,951.68	\$60,260.64	\$61,424.16
		\$5,308.56	\$5,491.17	\$5,675.39	\$5,788.51	\$5,895.17	\$6,026.06	\$6,142.42
		\$32.85	\$33.98	\$35.12	\$35.82	\$36.48	\$37.29	\$38.01
SS5	002	\$62,684.64	\$63,896.64	\$65,157.12	\$66,498.40	\$67,807.36	\$69,148.64	\$70,619.20
		\$6,268.46	\$6,389.66	\$6,515.71	\$6,649.84	\$6,780.74	\$6,914.86	\$7,061.92
		\$38.79	\$39.54	\$40.32	\$41.15	\$41.96	\$42.79	\$43.70

Salary Schedule effective 9/1/2025

Senior School Security Specialist (SS5) includes a 2.5% increase effective 9/1/2025

202-day schedule = 1616 hours; annual = hourly rate x 1616; monthly = annual/10 months

DIVISION LEAD TACTICAL SPECIALIST*
 IUOE 302 C3 (202 Day)
 2025-26 Salary Schedule (SS4)

APPENDIX C

School Security Division Lead Tactical Specialist (job code 15020326)
 School Operations Coordinator (job code 15023203)

Step	1	2	3	4	5
001					
Annual	\$73,932.00	\$76,485.28	\$79,103.20	\$81,882.72	\$84,743.04
Monthly	\$6,161.00	\$6,373.77	\$6,591.93	\$6,823.56	\$7,061.92
Hourly	\$45.75	\$47.33	\$48.95	\$50.67	\$52.44

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

Salary Schedule effective 9/1/25 with a 2.5% increase
 202-day schedule = 1616 hours; above annual calculations based on 12 months

ARTICLE C.4: INCREMENTS

A: Employees shall be eligible for an annual increment (paragraphs a, below) until they reach the maximum step/lane of the salary class.

1 Performance/Evaluation Increments:

- a. 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.
- b. In the event that non-avoidable* circumstances make it impossible to attend the mandatory training:
 - i. The employee shall inform the Manager of Safety and Security Department as soon as the non-avoidable circumstance becomes known.
 - ii. 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 31st of same school year.
 - iii. If both the direct supervisor of the Manager of Safety and Security Department and the Field Representative of Local 302 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.

2. Senior Band: Certain classifications include a salary band titled with "Senior." Advancement to this band requires reaching the maximum step/lane in the regular classification and achieving average or better evaluation and satisfactorily completing all annual mandatory training, as detailed in 1.a, above.

ARTICLE C.5: HOLIDAYS

*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.

- A. Employees in the classifications associated with this Appendix who are employed for the school year shall be paid for the holidays that occur during their work year. The following are designated paid holidays that regularly occur during the school year: Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day.
1. School Security Specialists who work a minimum of twenty (20) days during the summer vacation period will receive one (1) additional paid holiday.; and,
 2. School Security Specialists who work a minimum of forty (40) days during the summer vacation period will receive two (2) additional paid holidays.
 3. Regarding Juneteenth and July 4th: Employees in the classifications associated with this Appendix who are assigned to work an all-year schedule shall be paid for the Juneteenth and Independence Day holidays. Employees in the classifications associated with this Appendix who are assigned less than an all-year schedule will only receive Juneteenth and Independence Day as a paid holiday if the observed day falls within their work year calendar.
- B. Employees must work or be on paid leave status the workday before and the workday after a holiday in order to be paid for the holiday.

ARTICLE C.6: DAYS OF DUTY AND WORKDAY

A: Workday/Week/Year

1. The normal workday 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.
4.
 - 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. The normal work year for School Security Specialists will consist of 183 paid workdays (each school day, the day before and after school, and the tri-day), 10 paid vacation days, and 9 paid holidays, for a total of 202 paid days per work year.

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. Shift Differential: 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 an evening shift for an extended period on an ongoing basis.
 - c. Shift differential shall not apply to Extra Time Work (overtime) nor to schools which have a regular evening school program.
 - d. Shift 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 a shift 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 Subsection 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 shift differential pay, this employee would be entitled to the equivalent of a 10% shift differential of regular pay for the hours worked between 5:00 pm and 7:00 pm. However, the dollar amount of compensation for the 10% shift differential for the two hours will be spread across the employee's entire eight-hour shift so that their effective hourly rate for the entire shift will be adjusted accordingly.
 - g. If no School Security Specialist at a given school volunteers to work an evening 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.

B: Lunch and Rest Periods

1. The standard workday (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.

ARTICLE C.7: OVERTIME

A: Overtime for School District Functions Involving Students

1. Any work done beyond eight (8) hours in any workday 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 a double time rate.-This would be in addition to holiday pay as provided for in Article C.5 of this Appendix.
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. If additional employees are needed to staff the overtime event, then the District will next assign School Security Specialists in the

same regional division in seniority order. If additional employees are needed to staff the overtime event, then the District will next assign School Security Specialists and At-Risk Specialists (regardless of regional division) in seniority order.

- 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:
 - i. The District will send out a memorandum requesting that school security specialists sign up for overtime work.
 - ii. After compiling the overtime list, employees will be contacted going down the list until an employee accepts the overtime assignment, first offering overtime according to regional division as determined by Division Leads. Communication attempts will be made using available District formats and following protocols to be reviewed and amended by the parties' as needed. A reasonable period of time will be allowed for employee response. When an employee accepts an assignment, the next assignment is offered to the subsequent employee on the overtime list, i.e., the first employee on the overtime list is not contacted again until all employees on the list have been contacted for a possible overtime assignment.
 - iii. If no employee on the overtime list is available or accepts the assignment, the Division Leads 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. The District is not required, however, to ask alarm desk personnel to volunteer.

- iv. If no volunteer is secured following Art. C.7, Section A.4.h.i through iii, above, the District shall have the right to assign mandatory overtime to the bottom 10% of the employees signed up on the overtime list. The 10% number shall be rounded up to the next highest employee. For example, if 37 employees have their name on the 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.
- v. 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:
 - i. Paying all overtime at the appropriate rate, or,
 - a). Instead of cash upon mutual agreement with the Safety and Security Department Manager, an employee may be granted compensatory 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 1st to August 31st each year, as banked overtime. The employee at the time of submitting their time sheet covering the overtime shall indicate if they wish 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 31st provided the employee has obtained approval for the dates of the time off from the Department Manager.
 - b). 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.

- c). Overtime functions at elementary schools will be assigned first to the Division Lead in the area, second to the Division Lead with the most familiarity with the area or closest to the area with the most seniority.
- d). 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.

B: 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 in the Alarm Monitors and Security Response Specialists bargaining unit as opposed to employees in the School Security Specialist bargaining unit. 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 in a different bargaining unit 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 (1) 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 seventy-two (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 seventy-two (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 – Twenty-four (24) hours after Department notification and more than seventy-two (72) hours before the start of Security Detail.

Alarm Office employees will be contacted via phone and electronic message and have twenty-four (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. Employees will have three (3) hours to respond to the offer for an extra shift in round one, otherwise the District may grant the extra shift to the next eligible employee.

Round Two – Between Seventy-two (72) and Twenty-four (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. Employees will have two (2) hours to respond to the offer for an extra shift in round three, otherwise the District may grant the extra shift to the next eligible employee. Any remaining shifts at this point will be offered to employees in accordance with Art. C.7, Section B.7 and B.8, below.

Round Three – Twenty-four (24) hours to start of Security Detail.

If a detail has not been filled in Rounds One or Two, the overtime list will be utilized for the remaining shifts. Any remaining shifts at this point will be offered to employees in accordance with Art. C.7, Section B.7, below.

3. If notification of a detail is given on a weekend or Holiday that needs to be filled within seventy-two (72) hours, the overtime list will be utilized for the shifts occurring in the first seventy-two (72) hours.
4. Employees will have one (1) hour to respond to the offer for an extra shift in round three, otherwise the District may grant the extra shift to the next eligible employee. 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 twenty-four (24)-hour period.
5. It is the employee's responsibility if they are 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 overtime list. When the overtime list is utilized, if an employee does not immediately respond to the District's offer of an extra shift, the District may offer the extra shift to the next eligible employee.
6. If they do not show up for an accepted shift, after sixty (60) minutes, the assignment to the shift will be made by the Department procedures using the overtime list. If, after the unfilled shift has been filled, and the watch stander who was late eventually shows up, they 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 above excepting Art. C.7, Section A.4 (h) iv.
 - 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 Appendix as applicable, except as provided in Section b, below.
 - b. Pay will be in compliance with the Alarm Monitors and Security Response Specialists Appendix, including the Salary Schedule 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 Salary Schedule.
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 Custodial Engineers and Gardeners bargaining unit 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 Field Representative or their designees.

ARTICLE C.8: CALL BACK

- A. 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 their regular assigned working time. Such call-back pay shall be at the prescribed overtime rate.
- B. Minimum pay for calling an employee back to work at their place of employment shall be four (4) hours pay at the employee's hourly rate of pay for regular shift work.

ARTICLE C.9: TRAVEL ALLOWANCE

- A. An employee who is authorized to use their 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.
- B. Employees authorized to utilize their own personal car on District business shall carry insurance in accordance with Washington State Law.

ARTICLE C.10: VACATION LEAVE

All employees shall receive ten (10) days of vacation leave per work year, built into their work year calendars.

ARTICLE C.11: ASSIGNMENTS

A: School Year Assignments

1. The Union recognizes that under the Management Rights provision in Article 4(A)(1), that the District has the inherent and traditional right to transfer employees.
2. The District has a right to transfer an employee laterally as part of any corrective action, provided the corrective action is issued for just cause. Additionally, the District has the right to transfer an employee laterally even where there is no discipline/corrective action, if the reason for the transfer is to end a disruption in the educational environment, as determined by the District. The employee will experience no loss of compensation as a result of District initiated lateral transfers.
3. 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.
4. 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 will transfer an employee based on what will cause the least disruption possible until the end of the school year. At the end of the school year, the position will be filled utilizing Art. C.11, Section A.5, below, of this Appendix.

5. 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 their 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.

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 1st each year.
2. The employees who meet minimum qualifications will receive priority consideration in seniority order for available openings.

C: Summer work outside of the bargaining unit

1. Employees who are interested in working in hourly positions as custodians during the summer months should apply using the online application system when a posting for potential summer opportunities is offered. Such posting shall be made by February 1. 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 custodian positions will first be offered to qualified Local 302 represented school year employees.
 - b. During Summer Break (based on the GWP and resulting identified staffing needs), available temporary custodian positions will be first offered to qualified Local 302 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 C.12: 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 C.13: CELL PHONES

The District will provide each employee with a cell phone for use in the performance of their duties.

ARTICLE C.14: PERFORMANCE EVALUATION AND CORRECTIVE ACTION

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.
3. Assigned employees shall be evaluated annually.
4. Employees shall be provided a copy of their annual job performance appraisal.
5. 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.

6. 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.
7. 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.

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:
 - i. Actions which necessitated probation;
 - ii. Areas for improvement and the disciplinary action which will result if improvement is not made;
 - iii. Term of probation; and,
 - iv. A program for monitoring 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 C.15: 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.

- D. 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 their 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.

ARTICLE C.16. 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 School Security Specialists bargaining unit work (b) have previously worked as School Security Specialists represented by Local 302 and (c) hold licenses or meet appropriate requirements, shall be eligible for retention as School Security Specialists.

ARTICLE C.17: PRESERVATION OF ORDER

- A: 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. In accordance with District policy, the use of force by an employee is prohibited except in situations where there is an imminent likelihood of serious bodily harm to a person. In such situations, force may be used only as a last resort and only to the extent necessary to prevent or minimize bodily harm to the employee, students, staff, or other persons. The use of force must be immediately discontinued once there is no longer an imminent likelihood of serious bodily harm. Under no circumstances will force be used as a form of discipline, punishment, for adult convenience, or as a response to property destruction or a disruption by a student that poses no risk of bodily harm.
 2. Reporting Procedures:

- a. An employee shall immediately report any assault suffered by them in connection with District employment to their building principal/program manager and cooperate fully in the completion of written and oral reporting procedures consistent with Master Labor Agreement, Article 18, Section H. This does not preclude an 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 their possession that relates to the assault of the persons involved.
- B. 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 C.18: 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.

ARTICLE C.19: TRAINING

- 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.
- 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 Field Representative of Local 302 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.

ARTICLE C.20: TRAINING COMMITTEE

- A. A Joint Labor-Management 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 training courses, approve training courses, and certify satisfactory completion of approved training courses.
- B. The Committee shall elect a chair and make decisions by consensus, if possible.
- C. In the event that the Committee cannot make decisions by consensus, then a majority vote will determine the outcome.
- D. In the event that a majority vote is not obtained, the Manager of Safety and Security shall, after consultation with the Field Representative of Local 302, appoint one person to join the Committee, discuss the issues, and cast the deciding vote.

ARTICLE C.21: CENTRAL PENSION FUND

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

***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.

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:

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 Article 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.

APPENDIX D: ALARM MONITOR CLASSIFICATIONS

This appendix is supplemental to the parties' collective bargaining agreement; it shall apply exclusively to those classifications identified and set forth herein.

ARTICLE D.1: CUSTOMER SERVICE MODEL

A: 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 302 employees covered by Appendix D of 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 Appendix D of 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 302 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 their 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 302 bargaining unit employees covered by Appendix D of 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 Appendix D of 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 302 bargaining unit employees covered by Appendix D of this Agreement are to be conducted by the chain of command in the SSD in accord with evaluation provisions of Appendix D of this Agreement. Evaluations should also be conducted consistent with any plans adopted by the SSD in consultation with the Union.

ARTICLE D.2: 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 D.3: WAGES

- A. For the 2025-2026 school year, effective on September 1, 2025, for each classification covered by this Appendix, the base wage rates shall be increased by two and five-tenths percent (2.5%)
- B. The District's Labor & Employee relations department and Union leadership may mutually agree to increase the base wage rates of certain classifications that are below market beyond the state funded and authorized inflationary increase. However, absent such mutual agreement, the increases will be based on the state funded and authorized inflationary increase.

[Salary Schedules detailed below.]

SECURITY ALARM MONITOR
 IUOE 302 AM1/001 (Full Year)
 2025-26 Salary Schedule

APPENDIX D

Job Code Job Title
 15007195 Alarm Monitor-Hourly

	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	\$52,513.20	\$53,306.64	\$54,851.76	\$56,480.40	\$58,067.28	\$59,612.40	\$61,241.04	\$62,848.80	\$64,352.16	\$65,876.40	\$67,505.04	\$69,133.68
Monthly	\$4,376.10	\$4,442.22	\$4,570.98	\$4,706.70	\$4,838.94	\$4,967.70	\$5,103.42	\$5,237.40	\$5,362.68	\$5,489.70	\$5,625.42	\$5,761.14
Hourly	\$25.15	\$25.53	\$26.27	\$27.05	\$27.81	\$28.55	\$29.33	\$30.10	\$30.82	\$31.55	\$32.33	\$33.11

Casual assignments as Security Response Specialist additional compensation of: \$2.60

IUOE 302 AM1/002 (Full Year)
 Job Code Job Title
 15006789 Safety & Emergency Communications Specialist

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Annual	\$78,300.00	\$80,742.96	\$83,290.32	\$85,691.52	\$88,238.88	\$90,619.20	\$93,187.44	\$95,630.40	\$98,156.88	\$100,704.24	\$103,188.96	\$105,527.52	\$108,095.76
Monthly	\$6,525.00	\$6,728.58	\$6,940.86	\$7,140.96	\$7,353.24	\$7,551.60	\$7,765.62	\$7,969.20	\$8,179.74	\$8,392.02	\$8,599.08	\$8,793.96	\$9,007.98
Hourly	\$37.50	\$38.67	\$39.89	\$41.04	\$42.26	\$43.40	\$44.63	\$45.80	\$47.01	\$48.23	\$49.42	\$50.54	\$51.77

The 2025-26 Security Alarm Monitor (AM1) Salary Schedule includes a 2.5% increase effective 9/1/2025
 Pers Area N008 Alarm Monitor & Security Resp

SECURITY RESPONSE SPECIALIST
 IUOE 302 AD2 (Full Year)
 2025-26 Salary Schedule

APPENDIX D

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Journey	Annual	\$62,577.36	\$64,728.00	\$67,024.80	\$68,340.24	\$69,780.96	\$71,138.16	\$72,599.76
	Monthly	\$5,214.78	\$5,394.00	\$5,585.40	\$5,695.02	\$5,815.08	\$5,928.18	\$6,049.98
	Hourly	\$29.97	\$31.00	\$32.10	\$32.73	\$33.42	\$34.07	\$34.77
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior	Annual	\$74,061.36	\$75,543.84	\$77,026.32	\$78,592.32	\$80,220.96	\$81,766.08	\$83,394.72
	Monthly	\$6,171.78	\$6,295.32	\$6,418.86	\$6,549.36	\$6,685.08	\$6,813.84	\$6,949.56
	Hourly	\$35.47	\$36.18	\$36.89	\$37.64	\$38.42	\$39.16	\$39.94

Security Response Specialist (AD2) includes a 2.5% increase effective 9/1/2025
 Pers Area N008 Alarm Monitor & Security Resp
 Rates based on a 261-day work year in 2025/26

SECURITY RESPONSE SPECIALIST TECHNICAL LEAD* (15023031)
 IUOE 302 AD3/001 (Full Year)
 2025-26 Salary Schedule

APPENDIX D

	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	\$91,767.60	\$94,962.24	\$98,303.04	\$101,706.48	\$105,297.84
Monthly	\$7,647.30	\$7,913.52	\$8,191.92	\$8,475.54	\$8,774.82
Hourly	\$43.95	\$45.48	\$47.08	\$48.71	\$50.43

*Step 1 of the Tech Lead is 10% higher than the highest step, Security Response Specialist includes School Operations Coordinator.

EMERGENCY MANAGEMENT SPECIALIST (15023929)
 IUOE 302 AD3/002 (Full Year)
 2025-26 Salary Schedule

APPENDIX D

	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	\$94,523.76	\$97,718.40	\$101,100.96	\$104,483.52	\$108,054.00
Monthly	\$7,876.98	\$8,143.20	\$8,425.08	\$8,706.96	\$9,004.50
Hourly	\$45.27	\$46.80	\$48.42	\$50.04	\$51.75

Salary Schedule 2025-26 AD3 (Full Year) with 2.5% increase effective 9/1/2025
 Rates based on a 261-day work year in 2025/26

ARTICLE D.4: INCREMENTS

- A. FTE employees shall be eligible for an annual performance increment, subject to a “Satisfactory” or better evaluation (Section 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-avoidable¹ 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 31st of the same school year.
 - c. If both the direct supervisor of the Manager of Safety and Security Department and the Field Representative of Local 302 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.
 3. Certain classifications include a salary band titled with “Senior.” Advancement to this band requires reaching the maximum step/lane in the regular classification and achieving average or better evaluation and satisfactorily completing all annual mandatory training, as detailed in Art. D.4, Section B.1, above.

ARTICLE D.5: CASUAL ASSIGNMENT PREMIUM

Security Alarm Monitors who are casually assigned to work as Security Response Specialists will be paid an additional \$2.60 per hour. Each fiscal year thereafter the amount will be increased by the state funded and authorized inflationary increase.

ARTICLE D.6: HOLIDAYS

¹ 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.

- A. Employees in the classifications associated with this Appendix who are employed for the school year shall be paid for the holidays that occur during their work year. The following are designated paid holidays that regularly occur during the school 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, and Memorial Day.
- B. Employees in the classifications associated with this Appendix who are employed as all-year employees will have Juneteenth and Independence Day as additional paid holidays.
- C. Employees in the classifications associated with this Appendix who are assigned to work for a school year will only receive Juneteenth as a paid holiday if the observed day falls within their work year calendar.
- D. Employees must work or be on paid leave status the workday before and the workday after a holiday in order to be paid for the holiday.
- E. Holiday Pay: Straight time if work on holidays. If a person is an FTE employee, they will receive holiday pay for holidays not worked based on their compensable hours. 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 D.7: DAYS OF DUTY AND WORKDAY

A: Workday/Week/Year

- 1. The normal workday 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.

B: Lunch and Rest Periods

1. The standard workday (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.

ARTICLE D.8: OVERTIME

A: 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 their designee.
3. Overtime assignments are determined based on seniority on a rotating schedule.

B: 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 in the Alarm Monitors and Security Response Specialists bargaining unit as opposed to employees in the School Security Specialist bargaining unit. 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 in a different bargaining unit 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 (including the Emergency Management Specialist position) 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 seventy-two (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 seventy-two (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 – Twenty-four (24) hours after Department notification and more than seventy-two (72) hours before the start of Security Detail.

Alarm Office employees will be contacted via phone and electronic message and have twenty-four (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. Employees will have three (3) hours to respond to the offer for an extra shift in round one, otherwise the District may grant the extra shift to the next eligible employee.

Round Two – Between seventy-two (72) and twenty-four (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. Employees will have two (2) hours to respond to the offer for an extra shift in round three, otherwise the District may grant the extra shift to the next eligible employee. Any remaining shifts at this point will be offered to employees in accordance with Art. D.8, Section B.7 and B.8, below.

Round Three – Twenty-four (24) hours to start of Security Detail

If a detail has not been filled in Rounds One or Two, the overtime list will be utilized for the remaining shifts. Any remaining shifts at this point will be offered to employees in accordance with Art. D.8, Section B.7, below.

3. If notification of a detail is given on a weekend or Holiday that needs to be filled within seventy-two (72) hours, the overtime list will be utilized for the shifts occurring in the first seventy-two (72) hours.
4. Employees who do not immediately respond to the offer for an extra shift in round three, otherwise the District may grant the extra shift to the next eligible employee. 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 sixteen (16) hours of service, in any District related duties, in a twenty-four (24) -hour period.
5. It is the employee's responsibility if they are 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 overtime list. When the overtime list is utilized, if an employee does not immediately respond to the District's offer of an extra shift, the District may offer the extra shift to the next eligible employee.

6. If they do not show up for an accepted shift, after sixty (60) minutes, the assignment to the shift will be made by the Department procedures using the overtime list. If, after the unfilled shift has been filled, and the watch stander who was late eventually shows up, they 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 Appendix C, Art. C.7, Section A.4 (h) iv.
 - 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 Appendix as applicable, except as provided in Section b, below.
 - b. Pay will be in compliance with the Alarm Monitors and Security Response Specialists Appendix, including the Salary Schedule 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 Appendix.
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 Custodial Engineers and Gardeners bargaining unit 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 Field Representative or their designees.

ARTICLE D.9: CALL BACK, EMERGENCY STAFFING, AND DOUBLE SHIFTS

A: 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 their 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 their 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.

B: Emergency Staffing

1. In case of an emergency, the on-duty Alarm Monitor will have the authority to call Safety and Security 302 employees to fill extra time vacancies using the overtime list per established protocols. If there are no Alarm/Security Response Unit employees available for extra time, then the overtime 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 their 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.

C: 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 D.10: TRAVEL ALLOWANCE

- A. An employee who is authorized to use their 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.
- B. Employees authorized to utilize their own personal car on District business shall carry insurance in accordance with Washington State Law.

ARTICLE D.11: VACATION LEAVE

A. All FTE employees shall receive vacation leave in accordance with the following schedule:

Years of Service	Days/Year	Days/Month
0-4 Years	15	1.25
5-9 Years	18	1.50
10-14 Years	21	1.75
15- 19 Years	24	2.00
20-24 Years	26	2.17
25 and Above	28	2.33

1. No Vacation Leave can be taken before earned.
 2. The maximum Vacation 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.
 3. Earned Vacation Leave shall be paid to employees upon separation. An employee will be allowed vacation leave pay only for the amount accrued to that date.
 4. No employee nor their 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 Vacation Leave prior to termination (separation).
 5. Beginning with four (4) years and one (1) month of service, the decimal will change to arrive at earned Vacation Leave at the fifth (5th) anniversary. Similar changes in the monthly accumulations of days are made as eligibility changes according to the vacation leave schedule shown above.
 6. The entry date shall be used to determine years of experience and compute the number of Vacation Leave days. Entry date is the first day in an FTE position.
- B. Employees whose FTE status is less than 1.0 shall receive Vacation Leave on a pro rate basis.
- C. If an employee who has been in the service of the District separates from District employment for a period of time and returns, their years of prior service shall, upon successful completion of the probationary period set forth in this Appendix, be counted toward determining the number of days, in proportion of their regularly assigned hours, per year of Vacation Leave.

ARTICLE D.12: 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 D.13: PRESERVATION OF ORDER

A: 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. In accordance with District policy, the use of force by an employee is prohibited except in situations where there is an imminent likelihood of serious bodily harm to a person. In such situations, force may be used only as a last resort and only to the extent necessary to prevent or minimize bodily harm to the employee, students, staff, or other persons. The use of force must be immediately discontinued once there is no longer an imminent likelihood of serious bodily harm. Under no circumstances will force be used as a form of discipline, punishment, for adult convenience, or as a response to property destruction or a disruption of a student that poses no risk of bodily harm.
2. Reporting Procedures:
 - a. An employee shall immediately report any assault suffered by them in connections with District employment to their building principal/program manager and cooperate fully in the completion of written and oral reporting procedures consistent with Master Labor Agreement, Art. 18, 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 their possession that relates to the assault of the persons involved.

ARTICLE D.14: PERFORMANCE EVALUATION AND CORRECTIVE ACTION

A: Performance Evaluation

1. Newly hired FTE employees and/or employees who have been rehired 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 they have 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.

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, they 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 D.15: PROMOTIONS

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 their 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.

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 D.16: LAYOFF AND RECALL

- A. 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 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. 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 D.17: TRAINING

- 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.
- 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 Agreement.

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.

ARTICLE D.18: TRAINING COMMITTEE

Training Committee

1. A Joint Labor-Management 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 training courses, approve training courses, and certify satisfactory completion of approved training courses.
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 Field Representative of Local 302, appoint one to join the Committee, discuss the issues, and cast the deciding vote.

ARTICLE D.19: CENTRAL PENSION FUND

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.

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 Article 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.