

**SHORELINE SCHOOL DISTRICT NO. 412
Shoreline WA 98155**

**COLLECTIVE BARGAINING AGREEMENT WITH SEIU, LOCAL #925 -
FOOD SERVICES BARGAINING UNIT**

Effective September 1, 2008 through August 31, 2011

ARTICLE 1 - GENERAL STATEMENT OF PHILOSOPHY

Section 1. Purpose of Agreement - This salary schedule and provisions for food service employees in the Shoreline School District expresses the philosophy of the District in developing personnel policies which will attract and hold the best qualified personnel for all positions in the District.

Section 2. Performance Reviews - It is the policy of the Shoreline Board of Directors to adopt a procedure for annual performance review of each employee.

Section 3. Non-Discrimination - It is agreed between the District and the Union, that non-discrimination pursuant to federal, state, and local Federal Laws, laws will be maintained for all employees under this Agreement.

ARTICLE 2 - SALARY SCHEDULES

Section 1. Wage Adjustments – For the 2009-10 and 2010-11 school years, the District will adjust wages by the statewide percentage increase identified in the appropriations act for the classified employee salary variable of the Basic Education Act staff funding formula, in the month such increase is effective.

In each year of the Agreement, the District also will complete an annual survey and provide any adjustment to wage rates necessary to stay at one cent (\$0.01) above the midpoint of the 11 Puget Sound peer districts historically used by the District. Those districts are: Bellevue, Edmonds, Everett, Federal Way, Highline, Issaquah, Kent, Lake Washington, Northshore, Puyallup, and Seattle. The District will use the SIRS report, as supplemented with independent investigation of district wages when necessary because a district misreported or did not report wage rates to SIRS. Vacation pay at the nine year level shall be incorporated into the comparative wage rates. Districts which subcontract with a private company to provide a particular service will not be included in the survey for that particular service (e.g. Seattle is excluded from the Transportation survey because it subcontracts bus services). The benchmark position for the Food Service Assistant wage rates shall be the SIRS "Food Service Worker" position. The benchmark position for all other Food Service wage rates shall be the "Cooks & Secondary Satellite Server" as compared to the SIRS "Head Cook" position. If there are an odd number of districts included in the survey, the midpoint will be the middle district's wage rate (e.g. the 6th ranked district out of 11 districts). If there are an even number of districts included in the survey, the midpoint will be the arithmetic mean of the two middle districts (e.g. halfway between the 5th and 6th districts out of 10 total districts).

Section 2. Wage Rates. All employees are paid on an hourly basis, as follows:

	<u>2008-2009</u>
Base Kitchen Managers	<u>\$21.93</u>
Cooks & Secondary Satellite Server	<u>\$16.27</u>
Elementary Satellite Servers	<u>\$15.70</u>
Salad & Sandwich Makers	<u>\$15.23</u>
Food Service Assistants	<u>\$14.86</u>
Pan Route / Food Truck Driver	<u>\$16.05</u>
Substitute Rate	
Cooks	<u>\$13.19</u>
All Others	<u>\$11.09</u>

Section 3. Employees with twenty (20) years experience shall be paid an additional \$0.30/hour commencing upon the anniversary of the employee's hire date. Employees who currently have twenty (20) years or more experience shall receive the Career Bonus effective September 1, 2005.

ARTICLE 3 - JOB DESCRIPTIONS

Section 1. Base Kitchen Manager: Base Kitchen Manager shall be responsible for the planning, organizing and supervision of the schools' food service operation. Base Kitchen Managers will be provided with necessary material, supplies, and equipment to perform their duties in a timely manner.

Section 2. Cook (Includes Entree Cook and Baker): Cooks shall be responsible for the preparation of food requiring skill in use of equipment, recipe extension, weighing and measuring, and a knowledge of factors affecting product quality.

Section 3. Salad and Sandwich Maker: Salad and Sandwich Makers shall be responsible for the preparation of those particular items requiring skill in use of equipment.

Section 4. Food Service Assistant: Food Service Assistants shall be responsible for assisting in the preparation and serving of food where knowledge of recipes, recipe extension, and weighing and measuring are not of prime importance.

Section 5. Satellite Server: The Satellite Server shall be responsible for the operation of a serving kitchen receiving food from a central kitchen. The Elementary Satellite Server shall have the responsibility of the service in an elementary school. The

Secondary Satellite Server shall have the responsibility of the service in a secondary school.

Section 6. Pan/Food Truck Driver – The Pan/Food Truck Driver shall be responsible for the food delivery pickup from the prep kitchen, the delivery of food to satellite schools and the transfer of food from the truck to the kitchens and its transfer to designated locations. The Pan Route/Food Truck Driver shall also be responsible for the delivery of food service department related items.

Section 7. Other Duties as Assigned - The job descriptions contained in this Article are not intended to enumerate all duties and/or responsibilities of employees in each classification.

Section 8. Revised Duties and New Classifications - Any position that requires a change in classification due to additional or different skills, or a new position as required within the bargaining unit, the District agrees to consult with the Union in order to determine: Job title, job specifications, and bargain rate of pay for the position.

Section 9. Copies to Union - The District will furnish the Union with job descriptions for all classifications in the bargaining unit including modifications and revisions thereto.

Section 10. Exclusive Jurisdiction Over Bargaining Unit Work – All work detailed in the job descriptions shall be exclusively performed by employees covered by this Agreement; provided that nothing in this section shall prevent the District from subcontracting services pursuant to Article 26 of this agreement.

ARTICLE 4 - DEFINITIONS

Section 1. Full-time Employees - Full-time employees are those working seven (7) or more hours per day on a regular basis.

Section 2. Part-time Employees - Part-time employees are those working less than seven (7) and at least two (2) hours per day on a regular basis.

Section 3. Base Kitchen Managers – Base Kitchen Managers will normally work eight (8) hours per day and a minimum of one hundred seventy-two (172) days annually, excluding paid holidays.

Section 4. Substitutes - Substitutes are those persons hired as temporary replacements to cover emergency situations or employee absences. Substitutes may not be hired in lieu of or to avoid hiring of permanent employees. If substitute is in a continuing assignment after twenty (20) days, the District will notify the Union of the assignment and commencing on the twenty-first (21) day the salary rate for the classification will be paid for the remaining days worked.

Section 5. Seniority Definitions -

A. Classification Seniority - Classification seniority is defined as the most recent length of continuous service as a regular employee with the District in a given job classification.

B. Bargaining Unit Seniority - Bargaining unit seniority is defined as the most recent length of continuous service as a regular employee with the District in any combination of job classifications covered by this agreement.

C. SEIU Seniority - SEIU seniority is defined as the most recent length of continuous service as a regular employee with the District in any combination of job classifications and any combination of bargaining units represented by SEIU Local 925.

D. District-wide Seniority - District-wide seniority is defined as the most recent length of continuous service as a regular employee with the District in any combination of positions.

ARTICLE 5 - OVERTIME PAY

Section 1. Overtime - Overtime pay will be paid after eight (8) hours in a given day, or after forty (40) hours in a given week, as follows:

- A. Overtime: One and one-half times the employee's regular rate of pay.
- B. Saturday: One and one-half times the employee's regular rate of pay.
- C. Sunday: Two (2) times the employee's regular rate of pay.
- D. Holidays: Three (3) times the employee's regular rate of pay which includes the regular holiday pay.

Section 2. Paid Leave and Holidays Counted as Time Worked - Paid leave and paid holidays will be considered as time worked for purposes of calculating overtime.

ARTICLE 6 - OTHER PROVISIONS

Section 1. Wage Rate for Regular Assignment - Employees will be paid at the employee's regular rate of pay for number of hours assigned on their weekly base assignment.

Section 2. Voluntary Special Assignments - Employees will be paid for voluntary special assignments at the employee's regular rate of pay for not less than two (2) hours. The overtime rate(s) specified in Article 5 - Overtime Pay will apply.

Section 3. Mandatory Special Assignments - Employees will be paid for mandatory special assignments at the overtime rate for not less than two (2) hours.

Section 4. Required Meetings or Conferences - Employees required to attend conferences or meetings after their regularly scheduled working hours will be paid at their regular rate of pay.

Section 5. Mileage Reimbursement - Employees who use their own transportation on District business or assignment shall be reimbursed at the mileage rate established by the District. This provision does not cover an employee's normal commute to or from work.

Section 2. Vacation Accrual Upon Transfer - Upon transferring from one District department to another, employees shall maintain their vacation accrual rate according to their years of service with the District.

Section 3. Donated (Shared) Leave - Employees may donate a portion of their vacation/sick leave payout to fellow employees who have exhausted their sick leave accrual and meet the provisions of District policy and RCWs 28A.400.380 and 41.04.650-665. Provisions for leave donations/sharing are included within this Agreement as Attachment #1.

Section 4. Vacation Usage Prior to Retirement - In the last 24 month period preceding retirement, a retiring employee will not be paid for more than 240 hours of accumulated vacation. However, the employee will be given an opportunity to utilize vacation days which have been accrued beyond the 240 days.

ARTICLE 10 - STAFF DEVELOPMENT

Section 1. Training - Training will take place during non-serving hours. The total number of hours offered will be based on 4.5 hours per waiver day applied for and approved and paid at a rate of \$17.00. For example, a four day waiver application will result in 18 hours offered of staff development. Attendance is voluntary and classes are provided to help employees improve skills and quality for promotional opportunities. The parties will design a survey in Labor Management Committee to survey employees about areas of interest for training opportunities. Based on the result of the survey, the District will inform employees of training opportunities in a variety of professional development topics. These training opportunities do not preclude discussions between the supervisor and employee regarding individual training needs and how they must be achieved. The administrator of the department shall identify at least thirty-five (35) hours of professional development opportunities available each year to members of the bargaining unit.

Section 2. Alternative Use of Hours - At the discretion of the supervisor, eight (8) of the hours provided above may be used by Food Service employees for supplementary services outside of the regular scheduled hours related to required paperwork, deep cleaning of kitchen facilities, or kitchen organization. The hours must be used on days and times that do not incur overtime.

ARTICLE 11 - HOLIDAYS

The following holidays shall be designated as such and any work performed on holidays shall be paid for at the overtime rate for not less than two (2) hours. Regular hourly employees shall receive pay for the following holidays:

- Labor Day *
- Veterans' Day
- Thanksgiving (Thanksgiving and the following day)
- Christmas Day plus one additional day (as scheduled on the district calendar)
- New Year's Day plus one additional day (as scheduled on the district calendar)
- Martin Luther King Day
- President's Day

Memorial Day
Independence Day (July 4th plus a date to be determined on the District calendar each year) **

*The employee shall have worked during the week prior to Labor Day in order to receive the paid holiday.

**The employee shall have worked during the six (6) calendar days prior to the Independence Day holidays.

ARTICLE 12 - SAFETY

Section 1. Commitment to Safety - The District shall provide and maintain a safe and healthful workplace, and comply with all state and federal laws, rules and regulations pertaining to workplace safety and health. The District will provide training about safety procedures and conditions.

Section 2. Workers Responsibility - Employees shall follow the safety and health rules, wear or use all required safety gear and equipment provided by the District, and participate in District provided safety training. In case of an accident involving a personal injury to any person including employees, students, or visitors, regardless of how serious, employees are to immediately report such incidents to the building or Facilities Services administrator. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

Section 3. Reporting Safety Hazards - It is the responsibility of all employees to report safety hazards on a timely basis. Every effort will be made to remedy problems as quickly as possible.

Section 4. Safety Committee(s) - A Building or Departmental Safety Committee shall meet at least bimonthly. The Safety Committee shall have the following responsibilities:

- A. Review the safety and health inspections reports to assist in correction of identified unsafe conditions or practices.
- B. Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or condition involved was properly identified and corrected.
- C. Evaluate the accident and illness prevention program and make recommendations for improvement where indicated.
- D. Evaluate and recommend training and equipment needs.

Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Board(s) for that particular location. Safety Committee members shall be in pay status for time spent in meetings.

Section 5. Refusal to Work Under Unsafe Conditions – Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger in which death or serious injury could result.

Section 6. Workers Right to Know - Material Safety Data Sheets (MSDS) will be available for reference and review in a conspicuous area accessible to all affected employees.

Section 7. Safety Bulletin Board - There shall be a safety bulletin board in every work site. The bulletin board will be sufficient in size to display required posters, accident statistics, Safety Committee meeting minutes and safety educational materials.

Section 8. No Discrimination - No employee will be disciplined, discriminated against or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as a witness in a safety investigation.

ARTICLE 13 - LEAVES

Section 1. Sick Leave (accumulative) -

A. Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated without limitation. Employees may exercise an option to receive remuneration in a timely manner for unused leave for illness or injury accumulated in the previous year in accordance with state law at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty days. Upon retirement or death an employee or the employee's estate shall receive remuneration in a timely manner and in accordance with state law at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury.

B. One (1) day of sick leave is defined as being equal to the employee's regular work day.

C. Sick leave shall be used for employee absence caused by personal illness, injury or disability, including pregnancy and in the case of an ill child.

D. For each day's absence due to personal illness in excess of sick leave allowance, deduction of a full day's salary shall be made.

E. A doctor's certificate may be required from an employee after five (5) days of absence.

F. Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave will be retained by an employee who is terminated due to reduction in force for up to eighteen (18) months or granted a leave of absence for a period of one (1) year.

Section 2. Sick Leave/Coordination - Industrial Insurance - Employees suffering illness or injury compensable under industrial insurance shall be allowed, upon written request, to use sick leave to the amount of their earned credit less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay. Any overpayments must be returned to the District by the employee.

Section 3. Bereavement Leave - (non-cumulative) - Up to five (5) days bereavement leave shall be allowed for each death in the employee's immediate family (spouse, domestic partner, parent, step-parent, child, step-child or others living in the same immediate household). Up to three (3) days bereavement leave shall be allowed for absence caused by the death of that employee's brother, sister, grandparent or grandchild and up to one (1) day each for funerals of other relatives and/or friends. Such absence shall be reported on a District approved leave form. Up to five (5) additional days bereavement for death in the employee's immediate family may be granted upon written request to the Director of Human Resources. These additional days shall be deducted from the employee's accrued sick leave or personal leave. In the event the employee has no sick leave or personal leave available, the District may approve the use of leave without pay.

Section 4. Personal Leave (accumulative) - Three (3) days of personal leave will be allowed for each employee, cumulative up to a maximum of six (6) Personal Leave days. The employee does not have to provide reasons for requesting personal leave. However, the employee does need to provide reasonable advance notice of a Personal Leave request whenever possible, and requests may be denied where, through the unavailability of substitutes or otherwise, the leave would unduly burden departmental operations. Such absence shall be reported on a District approved leave form and verified by the Human Resources Office. Upon request reason(s) for denial shall be given by the District.

Section 5. Jury Duty - An employee who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.

Section 6. Leave of Absence - After two (2) years of continuous employment, a leave of absence may be granted not to exceed one (1) year in duration, upon written application to the Human Resources Office because of staff reduction, personal illness, family emergency, child care, or special cases as recommended by the Superintendent's Office. Notification of acceptance or rejection of a leave of absence request will be made in writing by the Human Resources Office. Employees granted a leave of absence will retain accumulated seniority rights and sick leave. Employees may continue medical benefits at their own expense for the duration of the leave of absence. At the termination of the leave, not to exceed ninety (90) days, the employee shall be returned to his/her former assignment. Employees returning from a leave of absence will be re-employed at the same or a comparable position subject to the availability of a position.

Section 7. Temporary Disability Leave

A. Each employee who for medical reasons, including pregnancy, cannot perform the functions of his or her assigned position shall be considered eligible for a temporary leave with sick leave benefits.

B. An employee requesting a leave due to temporary disability shall be considered eligible for a temporary disability leave with sick leave benefits.

C. An employee requesting a leave due to temporary disability shall submit that leave request to the Superintendent of Schools at least ten (10) working days in advance of the proposed starting date of the leave.

D. The effective date of the leave will be determined by the Human Resources Office in consultation with the employee and his or her physician.

E. An employee on temporary disability leave shall receive sick leave benefits for each working day of the leave up to the number of sick leave days accrued and shall retain all other rights and benefits of approved leaves.

F. The school district shall have the right to request a physician's certificate of disability while the leave is in effect.

G. An employee granted a temporary disability leave shall be returned to his/her former assignment.

Section 8. Leave Without Pay - An employee may take leave without pay by obtaining prior approval of not less than thirty (30) working days prior to proposed absence. Approval shall be made by the Administrator of Food Services and the Human Resources Office.

Section 9. Military Leave - Military leave shall be granted as specified in State and Federal law.

Section 10 – Union Representative Leave - A leave of absence shall be granted by the Board for one SEIU member total per year as appointed to serve as an SEIU Representative for up to twelve (12) consecutive months per appointment. Such request for Union Representative Leave shall be submitted to the Executive Director of Human Resources at least 120 calendar days prior to the anticipated start date of the leave. The District shall, unless otherwise requested by the employee, re-employ the individual who is granted Union Representative leave in the same classification upon the employee's return from the leave. When on leave, the individual shall retain all rights, benefits and seniority rights that the employee had prior to taking the leave. Seniority will not continue to accrue during the employee's Union Representative Leave. The Association agrees to reimburse the District for all salary costs, benefits, paid leave and employee taxes paid to or on behalf of the employee on Union Representative Leave.

Section 11. Union Business Leave – The Union may be allowed up to four (4) days leave for Union business, subject to availability of a substitute and with seven (7) days advance notice to the supervisor and Human Resources. The Union shall pay the cost of the substitute.

ARTICLE 14 – PROMOTIONS AND TRANSFERS

Promotions and transfers within Food Services will be subject to the following procedures.

Section 1. Notice of Promotional Opportunities - Employees will be advised of all promotional opportunities through an announcement of position vacancy by the Human Resources Office. The announcement will be posted for a minimum of five (5) working

days prior to the selection of a candidate. Such announcement will include the job title, a description of the duties and responsibilities, and the rate of pay. The Union will be provided a copy of such announcement. Employees may access information about all other District positions on the District's website and job line.

Section 2. Application - Individual employees seeking promotion shall apply for the position and qualified applicants will be interviewed.

Section 3. Factors to be Considered - Consideration shall be given to each applicant as to qualifications and performance. Where ability and job performances are substantially equal, classification seniority shall prevail for transfers and bargaining unit seniority shall prevail for promotions.

Section 4. Notification of Decision - Notification of selection or rejection with stated reasons will be made to each interviewed applicant.

Section 5. Probation Period After Promotion - Employees promoted shall be on a probationary status for a period not to exceed ninety (90) calendar days. Prior to ninety (90) calendar days, the employee may be returned to former or comparable position. The employee will receive the higher rate of pay during the probationary period.

Section 6. Criteria for Selection - Management reserves the right to determine the qualifications, ability and performance of candidates for selection to positions. Ability and performance shall be determined on the basis of job skills, past performance, on-the-job initiative and judgment in matters related to the position. The individual who in the objective judgment of management, is best qualified in terms of these factors shall be selected for the position. Selection shall be based upon objective factors related to the position which shall be reflected in the job announcement posting. When two (2) or more candidates are equally qualified, the candidate with the most classification seniority will be selected for transfers and the candidate with the most bargaining unit seniority will be selected for promotions.

Section 7. Posting/Filing for Temporary Leave Replacements - When a Food Service employee has been granted a Leave of Absence for longer than thirty (30) working days, their position shall be posted and filled on a temporary basis. The temporary employee shall receive all benefits available to a regular Food Service employee.

ARTICLE 15 - RETIREMENT

Section 1. SERS Retirement System - All employees must mandatorily belong to the School Employees Retirement System (SERS) and retirement will be governed by the Rules and Regulations of said system.

Section 2. Vacation Adjustment Upon Retirement - At the time of retirement the District will grant ten (10) additional vacation days after ten (10) or more years of service.

Section 3. Vacation Accrual Prior to Retirement - In the last 24 month period preceding retirement, a retiring employee will not be paid for more than 240 hours of accumulated vacation. However, the employee will be given an opportunity to utilize vacation days which have been accrued beyond the 240 days.

ARTICLE 16 - EMPLOYEE NOTIFICATION

The District agrees to notify all employees covered by this agreement as to their employment status within the District for the ensuing school year prior to July 15.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

Section 1. Notice by District - Termination of employment under normal circumstances should require not less than fifteen (15) calendar days notice be given the employee.

Section 2. Notice by Employee - Employees shall give not less than fifteen (15) calendar days notice to the Shoreline School District prior to their termination of employment.

Section 3. Termination During Probation Period - Probationary employees may be terminated by the District at any time during the probationary period of the first ninety (90) working days without right of appeal unless otherwise mutually agreed. The reason for the dismissal shall be filed in the employee's personnel file and sent to the Union.

Section 4. Paid Administrative Leave – The District has the right to place an employee on paid administrative leave, subject to the following conditions:

A. Purpose of Administrative Leave - The purpose of administrative leave is to remove an employee from the workplace during the pendency of an investigation and/or until discipline is imposed. Administrative leave is paid leave and non-disciplinary in nature.

B. Reasons For Administrative Leave - Administrative leave will be used only when the District believes the employee's continued presence in the workplace could threaten or endanger children, self, or others, disrupt the educational or work environment, or interfere with an investigation.

C. Determination of Need for Administrative Leave - Due to the limited circumstances where administrative leave is necessary, the decision to place an employee on paid administrative leave will be made by the Executive Director of Human Resources (or her/his designee, if the Executive Director of Human Resources is unavailable) in consultation with the Superintendent or designee.

D. Onset of Investigation - The District will make every effort to begin the investigation as quickly as possible after placing the employee on paid administrative leave.

E. Notice to Union - The District will notify a Union representative upon placing an employee on administrative leave. The employee may request union representation at any time in the investigative process.

Section 5. Progressive Discipline - The District will practice administrative discipline for cause when said action is required to maintain employment standards as established by this Agreement and District policies. Disciplinary action shall be

progressive based upon just and sufficient cause, with written communication to the employee.

Section 6. Notification of Discipline - Any employee disciplined or discharged for just cause shall be given a written notification by the District within ten (10) calendar days of the action. A copy shall be placed within the personnel file of the employee with a copy to the Union. The employee may elect to submit a grievance under 22.0, following said action.

ARTICLE 18 - REDUCTION IN WORK FORCE

Section 1. Potential Causes for Reduction-in-Force - The District may reduce-in-force under the following circumstances:

- A. Lack of work; and or
- B. Lack of funds; and/or
- C. Good faith reorganization, which results in there being fewer positions than people.

Section 2. Notification to Union - The District will provide written notification to the Union of the potential for reduction-in-force, as early as possible following the District's determination of program needs. Such notification will identify the affected classifications, locations of at-risk positions, and number of employees affected.

The Union reserves the right to bargain with respect to the impact of the potential reduction-in-force.

Section 3. Notification to Affected Employees - Employees who serve in positions which have been identified as at-risk for reduction-in-force, shall be notified in writing of the potential for reduction, the anticipated effective date, their bumping rights and the opportunity to participate in the Recall Pool.

The District shall provide such written notice at least thirty (30) calendar days in advance of the effective date of the reduction or lay-off. The District shall provide concurrent notification to the Union office.

Section 4. Bumping - Employees serving in at-risk positions shall have the right to exercise seniority as follows:

A. Layoffs will occur with the last senior member of the bargaining unit being laid off first. Bumping until seniority shall determine the order of layoff and bumping (see Article 4.5.B).

B. An employee whose position has been eliminated has the choice first to bump any other employee having less seniority within his/her own job title, without benefiting.

C. Second, the affected employee may bump any employee in a lower classification without benefiting, except that the Cook job title must meet the qualifications of the elementary satellite server and all job titles must meet the qualifications of the pan route/food truck driver job title.

D. The provisions above do not negate the requirement to first post and award vacant positions to transfer candidates from within the classification, and internal promotional candidates from within the classification series. However, employees whose position has been eliminated may select the vacant position if he/she has greater or equal seniority that the transfer and/or promotional candidates.

E. In the event no options were available as provided in the foregoing sections, the affected employee shall be offered the opportunity to fill any vacant SEIU represented positions for which they meet the minimum qualifications. When more than one (1) at-risk employee qualifies for the vacant position, the position shall be awarded to the employee with the greater SEIU seniority.

This provision does not negate the requirement to first post and award vacant positions to transfer candidates from within the classification, and internal promotional candidates from within the classification series. At-risk employees may only be offered such positions after the usual processes have been exhausted.

F. In the event no options were available as provided in the foregoing sections, the at-risk employee shall be offered the opportunity to fill any other vacant District positions for which they meet minimum qualifications. When more than one (1) at-risk employee qualifies for the vacant position, the position shall be awarded to the employee with the greater District-wide seniority. It is agreed and understood that this option may not be available for all vacant District positions. Eligibility/consideration for some positions may be restricted by provisions in other Collective Bargaining Agreements or individual student/programmatic needs for students qualifying for Special Programs.

Section 5. Recall Pool - Employees who have been notified of their reduction or lay-off, may request placement in the Recall Pool by notifying the Human Resources office within fifteen (15) working days of the effective date of the reduction or lay-off. Recall shall be made on the basis of classification seniority.

Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to remain on the recall list for the classification from which they were reduced/laid-off.

Employees shall be eligible for recall for a period of eighteen (18) months from the effective date of their reduction/lay-off.

Section 6. Recall From Reduction/Lay-off - Employees impacted by reduction-in-force (RIF) shall be notified by certified letter and a telephone call of new job openings within the employee's classification. The employee must respond within ten (10) calendar days of their receipt of the certified letter or telephone call, whichever is sooner, or they will not be considered for the position.

In addition, the District will send notification of all SEIU represented positions via regular mail.

Section 7. Refusal of Re-employment - Refusal of re-employment after two (2) offers of a position with comparable pay/position/hours from which the employee was reduced/laid-off will result in the employee being placed at the bottom of the recall list.

Section 8. Address Changes - It shall be the employee's obligation to keep the Human Resources office informed of any change in address and telephone number to ensure that the District can provide timely notification of re-employment opportunities.

Section 9. Ties In Seniority - In cases where more than one (1) employee has the same seniority date, the order of seniority will be determined by lottery. A representative from the Human Resources office and an SEIU Shop Steward will supervise such lottery. Affected employees shall have the right to be present for the lottery.

Section 10. Restoration of Seniority and Benefits Upon Reinstatement - All employees who are recalled from reduction/lay-off shall assume their previous accumulated seniority for all purposes, and benefits.

Section 11. Employee Right to Revert to Layoff - In the event an employee has accepted a position in a new classification in lieu of lay-off, and s/he determines that they do not feel they can continue in the position for any reason, s/he shall be allowed to take a voluntary lay-off without penalty and with full recall rights.

ARTICLE 19 - CHANGE IN HOURS

Section 1. Base Assignment for Work Year - Employee base assignments for the Shoreline food service operation will be made by August 1st of each year. However, it is understood that assignments may change subsequent to August 1st based on operational needs. The base assignment shall state the employee's classification, location, and number of hours per week. In the event a reduction in hours greater than twenty percent (20%) from the previous year's base assignment is necessitated, the procedure as provided in Article 18 will be followed.

Section 2. Maintenance of Initial Base Assignment During Work Year - During the current work year an employee's base assignment shall not be reduced below the initial base hours per week except in case of reduction or elimination of a program. The procedures provided in Article 18 will be followed in such instances where the individual employee's reduction amounts to more than 20% of the initial base hours assigned. For the purpose of the following year's base assignment the initial base assignment hours shall govern.

Section 3. Temporary Increases in Base Hours - Employee assigned base hours may be increased during the school year on a temporary basis, when such increase is necessitated by the requirements of the program. The procedures provided in Article 18 need not be followed in such instances.

Section 4. Breakfast Program

A. Temporary Hours - Breakfast program positions are considered "temporary hours" for all purposes except after November 1st of each school year these hours will be regular hours for that school year for the purposes of the application of Article 18.

B. Classification Level - Each Breakfast Program will be staffed at the level of Satellite Server. Additional time or employees will be added for any program which averages more than 65 students over a four (4) week period.

Additional student supervision will be provided by the District for any program which averages more than 50 students over a four (4) week period.

C. Selection of Breakfast Program Staff:

(1) Within the School Site – Breakfast Program hours will be offered first to staff in the same classification within the school site based on bargaining unit seniority within the school.

(2) District-wide within the Same Classification – If school employees in the same classification decline the offer of Breakfast Program hours, the hours will be offered Districtwide for employees in the same classification. Selection will be based on District-wide within the bargaining unit.

(3) If No Applicants within the Same Classification – If no employees within the same classification, District-wide, accept the temporary Breakfast Program hours, the temporary Breakfast Program hours will be posted as a promotional per Article 14 of this collective bargaining agreement.

ARTICLE 20 - PERSONNEL FILE

Section 1. Personnel File - Official personnel files shall be maintained in the Human Resources office. Employees shall have the right to review their personal file with reasonable notice, and they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file.

Section 2. Inspection of Personnel File - An employee shall be allowed to authorize inspection of his/her personnel file to a representative of the Union by submitting a written request to the Human Resources Office.

Section 3. Employee Right to Supplement Personnel File The employee shall have the right to add relevant information into the personnel file.

Section 4. Retention of Letters of Reprimand - Letters of reprimand shall be removed from the personnel file, upon request, provided that twenty-four (24) months have elapsed and no further disciplinary action has occurred during that period of employment.

Section 5 Letters of Commendation - Letters and other memoranda of commendation, whether received from the District or outside parties, shall be retained in the employee's official personnel file.

Section 6. Health / Medical Records - Health and medical records of employees shall be maintained in the Human Resources office. Such files are entirely separate and distinct from the employee's personnel file. No information "other than routine leave request and return to work forms," pertaining to the employee's health or medical conditions will be kept in Personnel files or Supervisor's files.

Section 7. Access to Information by Outside Parties - In the event a public disclosure request is received from an outside party seeking to access an employee's personnel files or records, the District will immediately inform the employee of the identify of the requesting party, the nature and scope of the request.

ARTICLE 21 - EMPLOYEE RIGHTS

Section 1. The District shall provide for the defense of an employee in any civil suit wherein the complaint charges the employee with negligence and/or gross negligence (1) in performing or failing to perform his or her pre-assigned and/or customary duties, or (2) in the performance of any act to protect school property, to prevent injury to persons on school grounds or at school functions, to maintain student discipline or control on school grounds, or at school functions, or in performing other similar services for the District if the employee acts in good faith and has reasonable grounds to believe that he or she has authority to act for the District under the particular circumstances.

Section 2. The District shall provide sufficient legal protection not only to employees who seek to render services to the District in performing regular duties, but also those who act expeditiously in uncommon situations to further the District's purpose. The District shall provide employees the full protection of the District's present liability insurance. The limiting factors to this paragraph are (1) the defending of the suit shall not be inconsistent with the terms and conditions of the District's present liability insurance; (2) in the event the claim is in excess of the District's present insurance coverage, the employee must provide his/her own defense as to the excess; and (3) the employee must cooperate in the defense of the suit as provided in the liability insurance policies.

Section 3. Video Cameras – The District will not install video cameras for the general purpose of evaluating or monitoring employee performance, but rather to record vandalism, theft, destruction or misuse of District property, or unsafe actions on District property. Employees will be notified of the locations of such cameras upon request.

ARTICLE 22 - PERFORMANCE EVALUATIONS

Section 1. Purpose of Performance Evaluations – The parties agree that performance evaluations are intended to be a constructive tool to enhance communication and understanding between the employee and the administrator. Performance evaluations shall not be used as a substitute for progressive discipline or corrective action. Lunchroom Managers shall be evaluated under the same provisions and dates by the Supervisor administrator for Food Services. Lunchroom Managers will be responsible for providing input to the Food Service administrator who will evaluate all employees under his/her supervision.

Section 2. Timely Notification of Deficiencies – Employee shall be given timely notification of performance deficiencies, and afforded a reasonable and customary amount of training, support, and time to demonstrate improvement.

Section 3. Probationary Evaluations – Probationary employees shall receive feedback on an informal basis of the probation period. At the conclusion of the probationary period, the employee will be formally evaluated using the same procedure as is used for the annual regular employees.

Section 4. Annual Evaluations – All regular employees shall be evaluated annually no later than June 1st of each year.

Section 5. Evaluation Forms – The performance evaluation form may be revised upon mutual agreement of the District and the Union.

Section 6. Conflict of Interest – No bargaining unit member shall conduct the performance evaluation of another bargaining unit member. However, a lead employee may provide input to the supervisor about the performance and training needs of employees who they are assigned to lead.

Section 7. Lack of Performance Evaluations – When performance evaluations are used as a means of qualifying/competing for transfer or promotion, and the applicant did not receive a performance evaluation for a relevant time period, said employee shall be assumed to have met or exceeded expectations in all performance dimensions for the evaluation periods in question.

ARTICLE 23 - OPTIONAL PAYROLL DEDUCTION

The Payroll Department will deduct union dues, including any additional amount the employee voluntarily authorizes for deduction for political purposes, Washington State Employees' Credit Union and other District-approved deductions for employees requesting such a deduction.

ARTICLE 24 - GROUP INSURANCE

Section 1. Group Insurance (Basic) - Each employee working twenty (20) or more scheduled hours per week is eligible to participate in the District's Basic Group Insurance Program.

Section 2. District Contribution - Each month, the District shall provide the monthly amount identified in the state appropriations act plus \$29.00 for each benefit-eligible Employee of the bargaining unit (regardless of the source of funds used to pay each Employee's salary), prorated on the basis of the Employee's full-time equivalency (FTE). For the purposes of this Article, a full-time employee is any employee working 1,440 or more regularly scheduled hours during the school year. Benefit eligible employees regularly scheduled to work less than 1,440 hours per year shall receive a prorated share of the District contribution.

Section 3. Mandatory Group Insurance Plans - The cost of mandatory group insurance plans mutually approved by the District and Union (dental, vision, term life insurance which pays the annual salary of the employee and long-term disability - if applicable) will be subtracted from the District contribution (identified in Section 2 of this Article (above) each month, and the remainder will be applied toward any mutually-approved medical insurance plan selected by the Employee. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.

Section 4. Calculation and Distribution of the Insurance Pooling - Any portion of the Employee's insurance allocations remaining after subtracting the cost of mandatory and

medical insurance premiums will be pooled for the sole benefit of other bargaining unit Employees with out-of-pocket medical insurance premium costs. This monthly pool amount will be calculated in October, and then re-calculated in April of each year (for distribution during the months following such months). Each month, each Employee with out-of-pocket costs will be credited with an equal dollar amount of the pool up to the total cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").

The amount of the mandatory employer taxes not expended by the District due to employee participation in a Section 125 individual medical savings account shall be added to the insurance pool. This amount shall be calculated based on elections which take effect January 1 of the current school year.

Section 5. Health Care Authority Subsidy - The District shall not use any portion of the pool for the payment of the monthly Health Care Authority (HCA) subsidy required by the state or any other cost, unless all Employee out-of-pocket premium costs are covered for that particular school year.

Section 6. Pooling Information - Each year, the District shall provide a report to the Union identifying the amount of the pool, an explanation how the insurance pool amount was calculated and the amounts distributed to Employees. In accordance with its right as a collective bargaining agent under state law, the Union may receive any further financial information substantiating these figures from the District upon request.

Section 7. Shared Insurance Allocation with Spouse or Domestic Partner Also Employed by District - An employee whose spouse/domestic partner also is a District employee eligible for a District insurance contribution may combine his or her insurance allocation with that of his or her spouse/domestic partner for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather two "employee only" plans). The reduction in insurance and the unused portion of the insurance allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to the same procedure before the combination of insurance allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to each insurance pool.

Section 8. Optional Supplemental Insurance - Employees may elect to have optional group insurance programs offered by the District, including but not limited to short term disability, accidental death and dismemberment, and supplemental life insurance, with monthly premium costs to be deducted in full from the employee's salary warrant each month. No part of the District Contributions, described in Section 2 of this Article, or Insurance Pool funds can be applied to the optional supplemental insurance premiums.

Section 9. District Advisory Insurance Committee - The District Advisory Insurance Committee shall assist in determining the types of insurance programs to be provided to employees subject to approval by the Board.

Section 10. Section 125 Pre-Tax Savings Accounts - The District will continue to offer a Section 125 plan for health care expenses and/or dependent care.

ARTICLE 25 - GRIEVANCE PROCEDURE

Section 1. Grievance Definition - In the event that any difference arises between Shoreline School District and the Union, any employee, or any group of employees concerning the interpretation, application, or compliance with the provisions of this agreement, such differences shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein. Prior to filing a formal grievance, the employee shall first discuss the grievance with his/her immediate supervisor within ten (10) working days of the occurrence or knowledge of the occurrence. Every effort shall be made at this level to resolve the concern prior to a grievance filing. An employee may request that a shop steward be present. At the request of either party, the employee and supervisor shall reduce the resolution to writing.

Section 2. Grievance Steps:

Step 1. Immediate Supervisor (Formal): If no settlement is reached in the informal discussion above, the Union representative, if she/he considers the grievance to be valid, will reduce in writing a statement of the grievance. The statement will be submitted in writing within ten (10) working days, to the immediate supervisor for reconsideration with copies transmitted by the Union to the Director of Human Resources of the Shoreline School District. These parties, within ten (10) working days, shall submit a written statement as to the disposition of the grievance.

Step 2. Director of Human Resources: If no settlement is reached at Step 1, the Union representative, may within ten (10) working days, submit the written grievance to the Director of Human Resources. These parties, within ten (10) working days from submission of the grievance statement, shall attempt to resolve the dispute and indicate by written statement the grievance disposition.

Step 3. Superintendent or Designee: If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within ten (10) working days, submit the written grievance to the Superintendent or designee. These parties, within ten (10) working days from submission of the grievance statement, shall attempt to resolve the dispute and indicate by written statement the grievance disposition.

Step 4. Arbitration: If the disposition of the grievance by the Superintendent or designee is unacceptable, the Union representative may, within fifteen (15) working days of the response from Step 3, submit the grievance to the American Arbitration Association for the arbitration under their rules and within the following guidelines:

- A. The Arbitrator shall limit his decision strictly to the disputes involving the application, interpretation or alleged violation of specific articles and/or section of this agreement or staff evaluation.
- B. There shall be no appeal from the Arbitrator's decision if within the scope of his authority. It shall be final and binding on the Union, the employee(s) involved, the Administration and the Board.
- C. The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party

incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 3. No Election of Remedies - The grievance procedure outlined in this agreement shall not preclude the employee and/or the Union from taking any legal steps available to them through the courts of competent jurisdiction.

Section 4. Union Rights - The Union shall have an opportunity to be present at all grievance meetings.

Section 5. Time Limits - If an employee and/or the Union representative fails to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. If the District fails to respond to any step within the required time limits, the grievance shall automatically move to the next step. However, the District and the Union may mutually agree to extend the time limits at any one of the steps.

ARTICLE 26 - UNION RIGHTS STATEMENT

Section 1. The Service Employees International Union, Local #925, is recognized as the official labor organization and exclusive bargaining representative for all employees performing work as food service employees in the Shoreline School District.

Section 2. The District agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

Section 3. It is recognized that proper negotiations and administration of negotiated agreements entails expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of all members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this agreement, whichever is later. Employees with a bona fide religious objection to the foregoing, which is based on religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable charity as specified in RCW 41.56. In the event an employee does not abide by the above provisions, the services of said employee shall be discontinued.

Section 4. The District agrees to deduct from the paycheck of each employee who has authorized it, the regular monthly dues uniformly required of members of the Union and any additional amount the employee voluntarily authorizes for deduction for political purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

Section 5. The Union agrees to indemnify and save harmless the District from any and all liability resulting from the dues check-off system.

Section 6. The District shall provide the Union an annual status listing of all employees covered by this agreement. Each month thereafter changes in status shall be forwarded to the Union.

Section 7. The Union may have a shop steward(s), who is (are) employed as a food service employee, who shall perform his/her regular duties as such, but shall be the Union's representative on the job. In the absence of the shop steward, an assistant shall perform the duties of the shop steward.

Section 8. The Union shall provide the Superintendent's Office with the names of personnel duly elected to office and those acting as shop stewards for the Union.

ARTICLE 27 - MANAGEMENT RIGHTS CLAUSE

Section 1. Except to the extent specifically abridged by specific provisions of this agreement, the Union recognizes the District's inherent and traditional right to manage their business as has been their practice in the past. The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contracts; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business; and to require their observance.

Section 2. The exercise of the District's right stated herein is an exclusive function of management. The exercise of the Management Rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this agreement when such exercise violates the letter and intent of the agreement in the opinion of the Union.

Section 3. 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 Union.

ARTICLE 28 - SUBCONTRACTING

Section 1. If the District shall propose to subcontract or otherwise change the operation of the program covered by this agreement such that it is operated by any other party, the District shall notify the Union of such proposal at least ninety (90) calendar days prior to such sub-contract or change.

Section 2. The District shall also notify prospective subcontractors that preference in employment of employees covered by this agreement shall be given to such employees on the basis of seniority.

Section 3. The District shall make every effort to assure that any subcontracting or other change shall not result in the lowering of working conditions or benefits of current employees.

ARTICLE 29 - SEVERABILITY

Section 1. In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2. If any provision of this Agreement is held to be contrary to law, the parties by mutual agreement, within ten (10) working days, shall commence bargaining on said provision.

ARTICLE 30 - COMMITTEES

Section 1. S.E.I.U., Local 925, and the Shoreline School District agree to establish a Labor Management Committee for the purpose of seeking resolution on issues of common concern.

Section 2. The District agrees to send one copy of the safety committee meeting minutes to S.E.I.U., Local 925 representative for distribution among the bargaining unit members.

Section 3. Whenever possible, employees will be released from work at their appropriate rate of pay to attend District-required conferences or meetings. The District will endeavor to schedule such conferences and meetings to maximize attendance. Required meetings include, but are not necessarily limited to: Insurance Advisory Committee, Safety Committee, and the Shoreline Employee Network (SLEN).

ARTICLE 31 - ADOPTION AND RENEWAL

Section 1. In adopting this schedule, the Shoreline Board of Directors expresses its desire to pay the best salaries possible to its employees based upon the available revenues accruing to the District.

Section 2. A certified copy of this Salary Schedule and Provisions for Food Services Employees, as adopted by the Shoreline Board of Directors, shall be forwarded to the Service Employees International Union, Local #925.

Section 3. This Agreement shall take effect as of September 1, 2008 and shall be in full force and effect until August 31, 2011. If either the Union or the District desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

Section 4. The District shall pay the costs of printing the contract and shall provide a copy to each bargaining unit employee.

Adopted by the Shoreline Board of Directors at its regular meeting of October 20, 2008.

For the Union:

For the District:

Irene Eldridge, Secretary-Treasurer
Service Employees International
Union (SEIU), Local #925

Sue Walker, Superintendent
Secretary –Board of Directors
Shoreline School District

Fran Olsen, Representative

Marcia E. Harris
Deputy Superintendent

Julie Bugai, Representative

William Fritz, Director
Human Resources

Jim Nickel, Representative

Kathy Walker, Program Manager
Food Services