

**COLLECTIVE BARGAINING  
AGREEMENT**

**between the**

**SHORELINE SCHOOL DISTRICT  
NO. 412**

**and the**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL #925**

**FOOD SERVICE EMPLOYEES**

**September 1, 2015 to August 31, 2019**

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

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

**Effective September 1, 2015 through August 31, 2019**

**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 laws will be maintained for all employees under this Agreement.

**ARTICLE 2 - SALARY SCHEDULES**

**Section 1. Wage Adjustments** – For the 2015-16, 2016-17, 2017-18 and 2018-19 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, and/or the State I-732 Cost of Living Adjustment, in the month such increase is effective.

In addition, the District and the Union agree to conduct an annual compensation market study before April 1 of each year, to determine whether a percentage increase shall be applied to the wage rates then in effect to bring Shoreline's rates to midpoint for the following school year. For the purpose of this calculation, "midpoint" is determined by ranking the maximum compensation hourly rate for the Secondary Kitchen Lead position for each district included in the study. The district at the 16<sup>th</sup> position of the list shall determine the wage rate for Shoreline, provided such rate represents an increase and not a decrease to current rates. The District and the Union shall determine the distribution of the total cost of such additional compensation to each regular position in the contract. A separate midpoint study shall be conducted to determine the midpoint increase, if any, for substitute positions. The District and the Union agree to use wage data from the 31 school districts in King and Snohomish Counties, excluding Index and Skykomish, in the midpoint analysis. In the event the District agrees to use a different set of school districts for the midpoint analysis for other employee groups, the District and the Union agree to re-open the list of districts used in the midpoint analysis for this Agreement.

1 **Section 2. Wage Rates.** All employees are paid on an hourly basis, as follows:  
2  
3

4 **2015-2016**

5 Central Kitchen Manager	\$ 22.35
6	
7 Cooks	\$ 16.59
8	
9 Kitchen Support	\$ 18.55
10	
11 Secondary Kitchen Lead	\$ 16.59
12	
13 Elementary Kitchen Lead	\$ 16.00
14	
15 Salad & Sandwich Makers	\$ 15.52
16	
17 Food Service Assistants	\$ 15.15
18	
19 Pan Route / Food Truck Driver	\$ 16.36
20	

21 **Substitute Rates**

22		
23 Cooks	\$ 13.45	
24		
25 All Others	\$ 11.30	
26		

27 **Section 3. Career Bonus** Employees with ten (10) years experience shall be paid an  
28 additional \$0.30/hour above the rate in Section 2, commencing upon the anniversary of  
29 the employee's hire date. Employees with twenty (20) years experience shall be paid an  
30 additional \$0.60/hour above the rate in Section 2, commencing upon the anniversary of  
31 the employee's hire date.  
32

33 **Section 4. Incentive Pay** The District and the Union agree professional  
34 development is an important benefit for food service staff and valuable to the District.  
35 To provide an incentive for participation in the School Nutrition Association (SNA)  
36 professional development certification program, each permanent food service employee  
37 shall receive the stipend and payment of the annual membership fee for achieving and  
38 maintaining a current and valid certificate as shown below:  
39

SNA Certificate Level	Annual Stipend	Annual Membership Fee
1	\$175	\$37.50
2	\$300	\$37.50
3	\$400	\$37.50

40  
41 The annual stipend shall be paid at the highest level of certification, paid in monthly  
42 installments, and pro-rated for the remaining months of the year if the employee achieves  
43 certification mid-year.  
44

45 **Section 5. Clothing-Shoe Stipend** Each permanent food service employee shall  
46 receive an annual clothing stipend in the amount of \$250, payable on the September  
47 paycheck. In the event an employee is hired after the first day of school, the annual

1 clothing stipend shall be paid on the employee's first paycheck and pro-rated based on  
2 the remaining months of the year.

3  
4 **Section 6. Attendance Stipend** A full time employee who does not miss any work  
5 (with the exception of personal leave, jury duty, and bereavement leave) shall be paid the  
6 equivalent of two vacation days on their August paycheck.

7  
8  
9 **ARTICLE 3 - JOB DESCRIPTIONS**

10  
11 **Section 1. Central Kitchen Manager:** Central Kitchen Manager shall be  
12 responsible for the planning, organizing and supervision of the schools' food service  
13 operation. Central Kitchen Manager will be provided with necessary material, supplies,  
14 and equipment to perform their duties in a timely manner.

15  
16 **Section 2. Kitchen Support:** Trouble shoots problems in the central kitchen and  
17 satellite schools, assists with staff training, and serves as backup for key positions  
18 requiring flexibility in working hours as needed to support the district wide nutrition  
19 program.

20  
21 **Section 3. Cook (Includes Entree Cook and Baker):** Cooks shall be responsible  
22 for the preparation of food requiring skill in use of equipment, recipe extension, weighing  
23 and measuring, and a knowledge of factors affecting product quality.

24  
25 **Section 4. Salad and Sandwich Maker:** Salad and Sandwich Makers shall be  
26 responsible for the preparation of those particular items requiring skill in use of  
27 equipment.

28  
29 **Section 5. Food Service Assistant:** Food Service Assistants shall be responsible  
30 for assisting in the preparation and serving of food where knowledge of recipes, recipe  
31 extension, and weighing and measuring are not of prime importance.

32  
33 **Section 6. Kitchen Lead:** The Kitchen Lead shall be responsible for the operation  
34 of a serving kitchen receiving food from a central kitchen. The Elementary Kitchen Lead  
35 shall have the responsibility of the service in an elementary school. The Secondary  
36 Kitchen Lead shall have the responsibility of the service in a secondary school.

37  
38 **Section 7. Pan/Food Truck Driver** – The Pan/Food Truck Driver shall be  
39 responsible for the food delivery pickup from the prep kitchen, the delivery of food to  
40 satellite schools and the transfer of food from the truck to the kitchens and its transfer to  
41 designated locations. The Pan Route/Food Truck Driver shall also be responsible for the  
42 delivery of food service department related items.

43  
44 **Section 8. Other Duties as Assigned** - The job descriptions contained in this Article  
45 are not intended to enumerate all duties and/or responsibilities of employees in each  
46 classification.

47  
48 **Section 9. Revised Duties and New Classifications** - Any position that requires a  
49 change in classification due to additional or different skills, or a new position as required  
50 within the bargaining unit, the District agrees to consult with the Union in order to  
51 determine: Job title, job specifications, and bargain rate of pay for the position.

1 **Section 10. Copies to Union** - The District will furnish the Union with job descriptions  
2 for all classifications in the bargaining unit including modifications and revisions thereto.  
3

4 **Section 11. Exclusive Jurisdiction Over Bargaining Unit Work** – All work detailed  
5 in the job descriptions shall be exclusively performed by employees covered by this  
6 Agreement; provided that nothing in this section shall prevent the District from  
7 subcontracting services pursuant to Article 26 of this agreement.  
8  
9

10 **ARTICLE 4 – DEFINITIONS**

11  
12 **Section 1. Full-time Employees** - Full-time employees are those working seven (7)  
13 or more hours per day on a regular basis.  
14

15 **Section 2. Part-time Employees** - Part-time employees are those working less than  
16 seven (7) and at least two (2) hours per day on a regular basis.  
17

18 **Section 3. Central Kitchen Managers** – Central Kitchen Managers will normally  
19 work eight (8) hours per day and a minimum of one hundred seventy-two (172) days  
20 annually, excluding paid holidays.  
21

22 **Section 4. Substitutes** - Substitutes are those persons hired as temporary  
23 replacements to cover emergency situations or employee absences. Substitutes may  
24 not be hired in lieu of or to avoid hiring of permanent employees. If substitute is in a  
25 continuing assignment after twenty (20) days, the District will notify the Union of the  
26 assignment and commencing on the twenty-first (21) day the salary rate for the  
27 classification will be paid for the remaining days worked.  
28

29 **Section 5. Seniority Definitions** -  
30

31 **A. Classification Seniority** - Classification seniority is defined as the most  
32 recent length of continuous service as a regular employee with the District in a  
33 given job classification.  
34

35 **B. Bargaining Unit Seniority** - Bargaining unit seniority is defined as the most  
36 recent length of continuous service as a regular employee with the District in any  
37 combination of job classifications covered by this agreement.  
38

39 **C. SEIU Seniority** - SEIU seniority is defined as the most recent length of  
40 continuous service as a regular employee with the District in any combination of  
41 job classifications and any combination of bargaining units represented by SEIU  
42 Local 925.  
43

44 **D. District-wide Seniority** - District-wide seniority is defined as the most recent  
45 length of continuous service as a regular employee with the District in any  
46 combination of positions.  
47

48  
49 **ARTICLE 5 - OVERTIME PAY**

50  
51 **Section 1. Overtime** - Overtime pay will be paid after eight (8) hours in a given day,  
52 or after forty (40) hours in a given week, as follows:  
53

- 1 A. Overtime: One and one-half times the employee's regular rate of pay.
- 2
- 3 B. Saturday: One and one-half times the employee's regular rate of pay.
- 4
- 5 C. Sunday: Two (2) times the employee's regular rate of pay.
- 6
- 7 D. Holidays: Three (3) times the employee's regular rate of pay which includes
- 8 the regular holiday pay.
- 9

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

12  
13  
14 **ARTICLE 6 - OTHER PROVISIONS**

15  
16 **Section 1. Wage Rate for Regular Assignment** - Employees will be paid at the  
17 employee's regular rate of pay for number of hours assigned on their weekly base  
18 assignment.

19  
20 **Section 2. Voluntary Special Assignments** - Employees will be paid for voluntary  
21 special assignments at the employee's regular rate of pay for not less than two (2) hours.  
22 The overtime rate(s) specified in Article 5 - Overtime Pay will apply.

23  
24 **Section 3. Mandatory Special Assignments** - Employees will be paid for  
25 mandatory special assignments at the overtime rate for not less than two (2) hours.

26  
27 **Section 4. Required Meetings or Conferences** - Employees required to attend  
28 conferences or meetings after their regularly scheduled working hours will be paid at  
29 their regular rate of pay.

30  
31 **Section 5. Mileage Reimbursement** - Employees who use their own transportation  
32 on District business or assignment shall be reimbursed at the mileage rate established  
33 by the District. This provision does not cover an employee's normal commute to or from  
34 work.

35  
36 **Section 6. Rest Breaks** – Employees shall receive a paid fifteen (15) minute break  
37 during each four (4) hours worked. It is the District's intention to provide uninterrupted  
38 rest breaks. Employees may take rest breaks away from the duty station. If an  
39 employee feels that the building or department schedule does not provide sufficient time  
40 for a break, District management will investigate and alter schedules to ensure the  
41 employee is scheduled for a contractual break.

42  
43 **Section 7. Required Certifications, Permits and Licenses** - The District will  
44 reimburse employees for required certifications, permits and license.

45  
46 **Section 8.** After sixty days of employment as a substitute, the District will reimburse  
47 the cost of fingerprinting.

48  
49  
50 **ARTICLE 7 - WORK OUTSIDE CLASSIFICATION**

51  
52 **Section 1. Compensation for Work Outside of Classification** - When a regular  
53 employee is assigned to cover the position of an absent employee at a higher



1 classification, such employee shall be paid at the rate established for such higher  
2 classification.

3  
4 **Section 2. Special Events** - Employees required to prepare food for special events  
5 during their regular assigned hours, shall receive a premium pay adjustment as follows:

6 \$2.50 - less than 100 meals

7 \$3.50 - 101 to 300 meals

8 \$5.00 - over 300 meals

9  
10 No adjustment to premium pay will be permitted by the District.

11  
12  
13 **ARTICLE 8 - LAUNDRY**

14  
15 Aprons shall be furnished by the school district.

16  
17  
18 **ARTICLE 9 - VACATION ALLOWANCE**

19  
20 **Section 1. Vacation Accrual and Annual Vacation Cashout** - Employees shall  
21 receive a pro-rata vacation in accordance with the following schedule. For the  
22 purposes of this schedule, an employee shall be credited with an additional year of  
23 district experience on the anniversary of his or her official hire date. All vacation  
24 allowances will be paid on the last warrant on July 31 or the regular payroll date in that  
25 month.

26  
27 Paid in July after end of:

28

1 <sup>st</sup> full year of service	0 days
2 <sup>nd</sup> – 5 <sup>th</sup> full year of service	10 days
6 <sup>th</sup> – 10 <sup>th</sup> full year of service	15 days
11 <sup>th</sup> – 15 <sup>th</sup> full year of service	20 days
16 <sup>th</sup> full year of service	21 days
17 <sup>th</sup> full year of service	22 days
18 <sup>th</sup> full year of service	23 days
19 <sup>th</sup> full year of service	24 days
20 or more full years of service	25 days

29  
30 **Section 2. Vacation Accrual Upon Transfer** – Upon transferring from one District  
31 department to another, employees shall maintain their vacation accrual rate according to  
32 their years of service with the District.

33  
34 **Section 3. Donated (Shared) Leave** - Employees may donate a portion of their  
35 vacation/sick leave payout to fellow employees who have exhausted their sick leave  
36 accrual and meet the provisions of District policy and in accordance with state law and  
37 regulations.

38  
39  
40 **ARTICLE 10 - STAFF DEVELOPMENT**

41  
42 **Section 1. Training for Permanent Employees** - Training will take place during  
43 non-serving hours. The total number of hours offered will be based on 4.5 hours per  
44 waiver day applied for by the District and approved by the State Board of Education, and

1 paid at a rate of \$17.00 per hour. For example, a five-day waiver application will result in  
2 22.5 hours offered of staff development. Attendance at the Opening Meeting of the  
3 school year, for a maximum of 3.5 hours, is mandatory for all employees. These hours  
4 may also be used to pay an employee for completion of safety training designated by the  
5 District (i.e., Safe Schools), which is mandatory for all employees and must be  
6 completed by the deadline announced by the District. Training provided in the morning  
7 on three (3) non-student days per year, for a maximum of 2 hours per day, is mandatory  
8 for Kitchen Leads and available for optional training for all other employees. Attendance  
9 at the Closing Meeting of the school year, for a maximum of 2 hours, is mandatory for all  
10 employees. Additional optional training will be offered for the remaining hours available  
11 from the annual number of training hours associated with the waiver. Classes are  
12 provided to help employees improve skills, quality for the incentive stipend paid for  
13 achievement of School Nutrition Association certificates, and prepare for promotional  
14 opportunities. The parties will design a survey in Labor Management Committee to  
15 survey employees about areas of interest for additional training opportunities. Based on  
16 the results of the survey, the District will inform employees of training opportunities in a  
17 variety of professional development topics. These training opportunities do not preclude  
18 discussions between the supervisor and employee regarding individual training needs  
19 and how they must be achieved. The administrator of the department shall identify at  
20 least thirty-five (35) hours of professional development opportunities, including  
21 mandatory and optional training, available each year to members of the bargaining unit.  
22

23 **Section 2. Additional Hours for Opening and Cleaning Kitchens.** School-kitchen  
24 based permanent employees also have four (4) hours available per year, payable at  
25 their regular hourly rate, for opening and cleaning the kitchen.  
26

27 **Section 3. Training for Substitute Employees.** Substitute employees shall be  
28 paid a total of four (4) hours at the substitute hourly rate to participate in the following  
29 mandatory training sessions: two (2) hours maximum at the Opening Meeting of the  
30 school year; one (1) hour maximum for completion of safety training designated by the  
31 District (i.e., Safe Schools); and one (1) hour maximum for the Mid-Year Meeting to be  
32 scheduled in the morning on a non-student day.  
33  
34

## 35 ARTICLE 11 - HOLIDAYS

36

37 The following holidays shall be designated as such and any work performed on  
38 holidays shall be paid for at the overtime rate for not less than two (2) hours. Regular  
39 hourly employees shall receive pay for the following holidays:  
40

41 Labor Day \*  
42 Veterans' Day  
43 Thanksgiving (Thanksgiving and the following day)  
44 Christmas Day plus one additional day (as scheduled on the district calendar)  
45 New Year's Day plus one additional day (as scheduled on the district calendar)  
46 Martin Luther King Day  
47 President's Day  
48 Memorial Day  
49 Independence Day (July 4<sup>th</sup> plus a date to be determined on the District calendar  
50 each year) \*\*  
51

52 \*The employee shall have worked during the week prior to Labor Day in  
53 order to receive the paid holiday.  
54

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

3  
4  
5   **ARTICLE 12 - SAFETY**

6  
7                   **Section 1. Commitment to Safety** - The District shall provide and maintain a safe  
8                   and healthful workplace, and comply with all state and federal laws, rules and  
9                   regulations pertaining to workplace safety and health. The District will provide training  
10                  about safety procedures and conditions.

11  
12                  **Section 2. Workers Responsibility** - Employees shall follow the safety and health  
13                  rules, wear or use all required safety gear and equipment provided by the District, and  
14                  participate in District provided safety training. In case of an accident involving a personal  
15                  injury to any person including employees, students, or visitors, regardless of how  
16                  serious, employees are to immediately report such incidents to the building or Facilities  
17                  Services administrator. Failure to report accidents can result in a violation of legal  
18                  requirements and can lead to difficulties in processing insurance and benefit claims.

19  
20                  **Section 3. Reporting Safety Hazards** - It is the responsibility of all employees to  
21                  report safety hazards on a timely basis. Every effort will be made to remedy problems  
22                  as quickly as possible.

23  
24                  **Section 4. Safety Committee(s)** - A Building or Departmental Safety Committee shall  
25                  meet at least bimonthly. The Safety Committee shall have the following responsibilities:

- 26  
27                        A. Review the safety and health inspections reports to assist in correction of  
28                        identified unsafe conditions or practices.  
29  
30                        B. Evaluate accident investigations conducted since the last meeting to  
31                        determine if the cause of the unsafe acts or condition involved was properly  
32                        identified and corrected.  
33  
34                        C. Evaluate the accident and illness prevention program and make  
35                        recommendations for improvement where indicated.  
36  
37                        D. Evaluate and recommend training and equipment needs.

38  
39                  Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin  
40                  Board(s) for that particular location. Safety Committee members shall be in pay status  
41                  for time spent in meetings.

42  
43                  **Section 5. Refusal to Work Under Unsafe Conditions** – Employees may refuse to  
44                  work in situations where there is reasonable cause to believe that doing so would  
45                  present an imminent danger in which death or serious injury could result.

46  
47                  **Section 6. Workers Right to Know** - Material Safety Data Sheets (MSDS) will be  
48                  available for reference and review in a conspicuous area accessible to all affected  
49                  employees.

1 **Section 7. Safety Bulletin Board** - There shall be a safety bulletin board in every work  
2 site. The bulletin board will be sufficient in size to display required posters, accident  
3 statistics, Safety Committee meeting minutes and safety educational materials.  
4

5 **Section 8. No Discrimination** - No employee will be disciplined, discriminated against  
6 or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a  
7 hazard, or acting as a witness in a safety investigation.  
8  
9

10 **ARTICLE 13 - LEAVES**

11  
12 **Section 1. Sick Leave (accumulative) -**

13  
14 A. Each employee will be granted twelve (12) days annually for sick leave.  
15 Any unused sick leave allowance shall be accumulated without limitation.  
16 Employees may exercise an option to receive remuneration in a timely manner  
17 for unused leave for illness or injury accumulated in the previous year in  
18 accordance with state law at a rate equal to one day's monetary compensation of  
19 the employee for each four (4) full days of accrued leave for illness or injury in  
20 excess of sixty days. Upon retirement or death an employee or the employee's  
21 estate shall receive remuneration in a timely manner and in accordance with  
22 state law at a rate equal to one day's current monetary compensation of the  
23 employee for each four full days accrued leave for illness or injury.  
24

25 B. One (1) day of sick leave is defined as being equal to the employee's  
26 regular work day.  
27

28 C. Sick leave shall be used for employee absence caused by personal  
29 illness, injury or disability, including pregnancy and in the case of an ill child.  
30

31 D. For each day's absence due to personal illness in excess of sick leave  
32 allowance, deduction of a full day's salary shall be made.  
33

34 E. A doctor's certificate may be required from an employee after five (5)  
35 days of absence.  
36

37 F. Unused sick leave shall be transferred to and/or received from other  
38 public school districts in the State of Washington. Accumulated sick leave will be  
39 retained by an employee who is terminated due to reduction in force for up to  
40 eighteen (18) months or granted a leave of absence for a period of one (1) year.  
41

42 **Section 2. Sick Leave/Coordination - Industrial Insurance** - Employees suffering  
43 illness or injury compensable under industrial insurance shall be allowed, upon written  
44 request, to use sick leave to the amount of their earned credit less any industrial  
45 insurance payments received. Sick leave charged to the employee shall be  
46 proportionate to that portion of the employee's salary paid by sick leave. The combined  
47 insurance and sick leave payments cannot total more than the employee's normal base  
48 pay. Any overpayments must be returned to the District by the employee.  
49

50 **Section 3. Bereavement Leave - (non-cumulative)** - Up to five (5) days  
51 bereavement leave shall be allowed for each death in the employee's immediate family  
52 (spouse, domestic partner, parent, step-parent, child, step-child or others living in the  
53 same immediate household). Up to three (3) days bereavement leave shall be allowed

1 for absence caused by the death of that employee's brother, sister, grandparent or  
2 grandchild and up to one (1) day each for funerals of other relatives and/or friends.  
3 Such absence shall be reported on a District approved leave form. Up to five (5)  
4 additional days bereavement for death in the employee's immediate family may be  
5 granted upon written request to the Director of Human Resources. These additional  
6 days shall be deducted from the employee's accrued sick leave or personal leave. In  
7 the event the employee has no sick leave or personal leave available, the District may  
8 approve the use of leave without pay.

9  
10 **Section 4. Personal Leave (accumulative)** - Three (3) days of personal leave will  
11 be allowed for each employee, cumulative up to a maximum of six (6) Personal Leave  
12 days. The employee does not have to provide reasons for requesting personal leave.  
13 However, the employee does need to provide reasonable advance notice of a Personal  
14 Leave request whenever possible, and requests may be denied where, through the  
15 unavailability of substitutes or otherwise, the leave would unduly burden departmental  
16 operations. Such absence shall be reported on a District approved leave form and  
17 verified by the Human Resources Office. Upon request reason(s) for denial shall be  
18 given by the District.

19  
20 **Section 5. Jury Duty** - An employee who is absent because of jury duty shall be  
21 paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for  
22 mileage and/or related expenses. The employee shall furnish the District with a written  
23 statement showing the date of jury duty. The employee shall report to work when  
24 released from any jury duty during any scheduled work day.

25  
26 **Section 6. Leave of Absence** - After two (2) years of continuous employment, a  
27 leave of absence may be granted not to exceed one (1) year in duration, upon written  
28 application to the Human Resources Office because of staff reduction, personal illness,  
29 family emergency, child care, or special cases as recommended by the Superintendent's  
30 Office. Notification of acceptance or rejection of a leave of absence request will be  
31 made in writing by the Human Resources Office. Employees granted a leave of  
32 absence will retain accumulated seniority rights and sick leave. Employees may  
33 continue medical benefits at their own expense for the duration of the leave of absence.  
34 At the termination of the leave, not to exceed ninety (90) days, the employee shall be  
35 returned to his/her former assignment. Employees returning from a leave of absence  
36 will be re-employed at the same or a comparable position subject to the availability of a  
37 position.

38  
39 **Section 7. Temporary Disability Leave**

40  
41 A. Each employee who for medical reasons, including pregnancy, cannot  
42 perform the functions of his or her assigned position shall be considered eligible  
43 for a temporary leave with sick leave benefits.

44  
45 B. An employee requesting a leave due to temporary disability shall be  
46 considered eligible for a temporary disability leave with sick leave benefits.

47  
48 C. An employee requesting a leave due to temporary disability shall make  
49 every effort to submit that leave request to the Director of Human Resources at  
50 least ten (10) working days in advance of the proposed starting date of the leave.  
51

1 D. The effective date of the leave will be determined by the Human  
2 Resources Office in consultation with the employee and his or her physician.  
3

4 E. An employee on temporary disability leave shall receive sick leave  
5 benefits for each working day of the leave up to the number of sick leave days  
6 accrued and shall retain all other rights and benefits of approved leaves.  
7

8 F. The school district shall have the right to request a physician's certificate  
9 of disability while the leave is in effect.  
10

11 G. An employee granted a temporary disability leave shall be returned to  
12 his/her former assignment.  
13

14 **Section 8. Leave Without Pay** - An employee may take leave without pay by  
15 obtaining prior approval of not less than thirty (30) working days prior to proposed  
16 absence. Approval shall be made by the Administrator of Food Services and the Human  
17 Resources Office.  
18

19 **Section 9. Military Leave** - Military leave shall be granted as specified in State and  
20 Federal law.  
21

22 **Section 10 – Union Representative Leave** - A leave of absence shall be granted by  
23 the Board for one SEIU member total per year as appointed to serve as an SEIU  
24 Representative for up to twelve (12) consecutive months per appointment. Such request  
25 for Union Representative Leave shall be submitted to the Executive Director of Human  
26 Resources at least 120 calendar days prior to the anticipated start date of the leave.  
27 The District shall, unless otherwise requested by the employee, re-employ the individual  
28 who is grant Union Representative leave in the same classification upon the employee's  
29 return from the leave. When on leave, the individual shall retain all rights, benefits and  
30 seniority rights that the employee had prior to taking the leave. Seniority will not continue  
31 to accrue during the employee's Union Representative Leave. The Association agrees  
32 to reimburse the District for all salary costs, benefits, paid leave and employee taxes  
33 paid to or on behalf of the employee on Union Representative Leave.  
34

35 **Section 11. Union Business Leave** – The Union may be allowed up to four (4) days  
36 leave for Union business, subject to availability of a substitute and with seven (7) days  
37 advance notice to the supervisor and Human Resources. The Union shall pay the cost of  
38 the substitute.  
39

#### 40 **ARTICLE 14 – PROMOTIONS AND TRANSFERS**

41  
42  
43 Promotions and transfers within Food Services will be subject to the following  
44 procedures.  
45

46 **Section 1. Notice of Promotional Opportunities** - Employees will be advised of all  
47 promotional opportunities through an announcement of position vacancy by the Human  
48 Resources Office. The announcement will be posted for a minimum of five (5) working  
49 days prior to the selection of a candidate. Such announcement will include the job title,  
50 a description of the duties and responsibilities, and the rate of pay. The Union will be  
51 provided a copy of such announcement. Employees may access information about all  
52 other District positions on the District's website and job line.  
53

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

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

8  
9 **Section 4. Notification of Decision** - Notification of selection or rejection with stated  
10 reasons will be made to each interviewed applicant.

11  
12 **Section 5. Probation Period After Promotion** - Employees promoted shall be on a  
13 probationary status for a period not to exceed ninety (90) calendar days. Prior to ninety  
14 (90) calendar days, the employee may be returned to former or comparable position.  
15 The employee will receive the higher rate of pay during the probationary period.

16  
17 **Section 6. Criteria for Selection** - Management reserves the right to determine the  
18 qualifications, ability and performance of candidates for selection to positions. Ability  
19 and performance shall be determined on the basis of job skills, past performance, on-  
20 the-job initiative and judgment in matters related to the position. The individual who in  
21 the objective judgment of management, is best qualified in terms of these factors shall  
22 be selected for the position. Selection shall be based upon objective factors related to  
23 the position which shall be reflected in the job announcement posting. When two (2) or  
24 more candidates are equally qualified, the candidate with the most classification seniority  
25 will be selected for transfers and the candidate with the most bargaining unit seniority  
26 will be selected for promotions.

27  
28 **Section 7. A. Posting/Filling for Temporary Leave Replacements** - When a Food  
29 Service employee has been granted a Leave of Absence for longer than thirty (30)  
30 working days, their position shall be posted and filled on a temporary basis. The  
31 temporary employee shall receive all benefits available to a regular Food Service  
32 employee.

33 **B.** If a current employee applies for and is selected for a higher paid  
34 leave-replacement position, s/he will have the right to return to her/his previously held  
35 position at the end of the leave-replacement time period. This provision will not be for  
36 lateral moves unless the jobs are significantly different. (Significantly different jobs will  
37 be Cook and Secondary Kitchen Lead). During the time that s/he vacated will be  
38 posted as a leave-replacement position. The bumping back process will be limited to  
39 one bump.

40 **C.** If, at the end of a leave, an employee on leave does not return, or does  
41 not return to their position, their position (that was posted as a leave-replacement  
42 position) will be reposted and the person working the position will have to apply for the  
43 permanent position, if desired.

44  
45  
46 **ARTICLE 15 - RETIREMENT**

47  
48 **Section 1. SERS Retirement System** - All employees must mandatorily belong to  
49 the School Employees Retirement System (SERS) and retirement will be governed by  
50 the Rules and Regulations of said system.

51  
52 **Section 2. Vacation Adjustment Upon Retirement** - At the time of retirement the  
53 District will grant ten (10) additional vacation days after ten (10) or more years of service.

1 **ARTICLE 16 - EMPLOYEE NOTIFICATION**

2  
3 The District agrees to notify all employees covered by this agreement as to their  
4 employment status within the District for the ensuing school year prior to July 15.  
5

6  
7 **ARTICLE 17 - TERMINATION OF EMPLOYMENT**

8  
9 **Section 1. Notice by District** - Termination of employment under normal  
10 circumstances should require not less than fifteen (15) calendar days notice be given the  
11 employee.  
12

13 **Section 2. Notice by Employee** - Employees shall give not less than fifteen (15)  
14 calendar days notice to the Shoreline School District prior to their termination of  
15 employment.  
16

17 **Section 3. Termination During Probation Period** - Probationary employees may be  
18 terminated by the District at any time during the probationary period of the first ninety  
19 (90) working days without right of appeal unless otherwise mutually agreed. The reason  
20 for the dismissal shall be filed in the employee's personnel file and sent to the Union.  
21

22 **Section 4. Paid Administrative Leave** – The District has the right to place an  
23 employee on paid administrative leave, subject to the following conditions:  
24

25 **A. Purpose of Administrative Leave** - The purpose of administrative leave  
26 is to remove an employee from the workplace during the pendency of an  
27 investigation and/or until discipline is imposed. Administrative leave is paid leave  
28 and non-disciplinary in nature.  
29

30 **B. Reasons For Administrative Leave** - Administrative leave will be used  
31 only when the District believes the employee's continued presence in the  
32 workplace could threaten or endanger children, self, or others, disrupt the  
33 educational or work environment, or interfere with an investigation.  
34

35 **C. Determination of Need for Administrative Leave** - Due to the limited  
36 circumstances where administrative leave is necessary, the decision to place an  
37 employee on paid administrative leave will be made by the Executive Director of  
38 Human Resources (or her/his designee, if the Executive Director of Human  
39 Resources is unavailable) in consultation with the Superintendent or designee.  
40

41 **D. Onset of Investigation** - The District will make every effort to begin the  
42 investigation as quickly as possible after placing the employee on paid  
43 administrative leave.  
44

45 **E. Notice to Union** - The District will notify a Union representative upon  
46 placing an employee on administrative leave. The employee may request union  
47 representation at any time in the investigative process.  
48

49 **Section 5. Progressive Discipline** - The District will practice administrative  
50 discipline for cause when said action is required to maintain employment standards as  
51 established by this Agreement and District policies. Disciplinary action shall be  
52 progressive based upon just and sufficient cause, with written communication to the  
53 employee.



1  
2 **Section 6. Notification of Discipline** - Any employee disciplined or discharged for  
3 just cause shall be given a written notification by the District within ten (10) calendar  
4 days of the action. A copy shall be placed within the personnel file of the employee with  
5 a copy to the Union. The employee may elect to submit a grievance under 22.0,  
6 following said action.  
7  
8

9 **ARTICLE 18 - REDUCTION IN WORK FORCE**

10  
11 **Section 1. Potential Causes for Reduction-in-Force** - The District may reduce-in-  
12 force under the following circumstances:  
13

- 14 A. Lack of work; and or  
15 B. Lack of funds; and/or  
16 C. Good faith reorganization, which results in there being fewer positions  
17 than people.  
18

19 **Section 2. Notification to Union** - The District will provide written notification to the  
20 Union of the potential for reduction-in-force, as early as possible following the District's  
21 determination of program needs. Such notification will identify the affected  
22 classifications, locations of at-risk positions, and number of employees affected.  
23

24 The Union reserves the right to bargain with respect to the impact of the potential  
25 reduction-in-force.  
26

27 **Section 3. Notification to Affected Employees** - Employees who serve in positions  
28 which have been identified as at-risk for reduction-in-force, shall be notified in writing of  
29 the potential for reduction, the anticipated effective date, their bumping rights and the  
30 opportunity to participate in the Recall Pool.  
31

32 The District shall provide such written notice at least thirty (30) calendar days in advance  
33 of the effective date of the reduction or lay-off. The District shall provide concurrent  
34 notification to the Union office.  
35

36 **Section 4. Bumping** - Employees serving in at-risk positions shall have the right to  
37 exercise seniority as follows:  
38

39 **A.** Layoffs will occur with the least senior member of the bargaining unit being laid  
40 off first. Bargaining unit seniority shall determine the order of layoff and bumping (see  
41 Article 4.5.B).  
42

43 **B.** An employee whose position has been eliminated has the choice first to bump  
44 any other employee having less seniority within his/her own job title, without  
45 benefiting.  
46

47 **C.** Second, the affected employee may bump any employee in a lower classification  
48 without benefiting, except that the Cook job title must meet the qualifications of the  
49 elementary Kitchen Lead and all job titles must meet the qualifications of the pan  
50 route/food truck driver job title.  
51

52 **D.** The provisions above do not negate the requirement to first post and award  
53 vacant positions to transfer candidates from within the classification, and internal

1 promotional candidates from within the classification series. However, employees  
2 whose position has been eliminated may select the vacant position if he/she has  
3 greater or equal seniority than the transfer and/or promotional candidates.  
4

5 **E.** In the event no options were available as provided in the foregoing sections, the  
6 affected employee shall be offered the opportunity to fill any vacant SEIU  
7 represented positions for which they meet the minimum qualifications. When more  
8 than one (1) at-risk employee qualifies for the vacant position, the position shall be  
9 awarded to the employee with the greater SEIU seniority.  
10

11 This provision does not negate the requirement to first post and award vacant  
12 positions to transfer candidates from within the classification, and internal  
13 promotional candidates from within the classification series. At-risk employees may  
14 only be offered such positions after the usual processes have been exhausted.  
15

16 **F.** In the event no options were available as provided in the foregoing sections,  
17 the at-risk employee shall be offered the opportunity to fill any other vacant District  
18 positions for which they meet minimum qualifications. When more than one (1) at-  
19 risk employee qualifies for the vacant position, the position shall be awarded to the  
20 employee with the greater District-wide seniority. It is agreed and understood that  
21 this option may not be available for all vacant District positions.  
22 Eligibility/consideration for some positions may be restricted by provisions in other  
23 Collective Bargaining Agreements or individual student/programmatic needs for  
24 students qualifying for Special Programs.  
25

26 **Section 5. Recall Pool** - Employees who have been notified of their reduction or lay-  
27 off, may request placement in the Recall Pool by notifying the Human Resources office  
28 within fifteen (15) working days of the effective date of the reduction or lay-off. Recall  
29 shall be made on the basis of classification seniority.  
30

31 Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to  
32 remain on the recall list for the classification from which they were reduced/laid-off.  
33

34 Employees shall be eligible for recall for a period of eighteen (18) months from the  
35 effective date of their reduction/lay-off.  
36

37 **Section 6. Recall From Reduction/Lay-off** - Employees impacted by reduction-in-  
38 force (RIF) shall be notified by certified letter and a telephone call of new job openings  
39 within the employee's classification. The employee must respond within ten (10)  
40 calendar days of their receipt of the certified letter or telephone call, whichever is sooner,  
41 or they will not be considered for the position.  
42

43 In addition, the District will send notification of all SEIU represented positions via regular  
44 mail.  
45

46 **Section 7. Refusal of Re-employment** - Refusal of re-employment after two (2)  
47 offers of a position with comparable pay/position/hours from which the employee was  
48 reduced/laid-off will result in the employee being placed at the bottom of the recall list.  
49

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

1 **Section 9. Ties In Seniority** - In cases where more than one (1) employee has the  
2 same seniority date, the order of seniority will be determined by lottery. A representative  
3 from the Human Resources office and an SEIU Shop Steward will supervise such  
4 lottery. Affected employees shall have the right to be present for the lottery.  
5

6 **Section 10. Restoration of Seniority and Benefits Upon Reinstatement** - All  
7 employees who are recalled from reduction/lay-off shall assume their previous  
8 accumulated seniority for all purposes, and benefits.  
9

10 **Section 11. Employee Right to Revert to Layoff** - In the event an employee has  
11 accepted a position in a new classification in lieu of lay-off, and s/he determines that  
12 they do not feel they can continue in the position for any reason, s/he shall be allowed to  
13 take a voluntary lay-off without penalty and with full recall rights.  
14

## 15 **ARTICLE 19 - CHANGE IN HOURS**

16  
17  
18 **Section 1. Base Assignment for Work Year** - Employee base assignments for the  
19 Shoreline food service operation will be made by August 1st of each year. However, it is  
20 understood that assignments may change subsequent to August 1st based on  
21 operational needs. The base assignment shall state the employee's classification,  
22 location, and number of hours per week. In the event a reduction in hours greater than  
23 fifteen (15) minutes from the previous year's base assignment is necessitated, the  
24 procedure as provided in Article 18 will be followed.  
25

26 **Section 2. Maintenance of Initial Base Assignment During Work Year** - During  
27 the current work year an employee's base assignment shall not be reduced below the  
28 initial base hours per week except in case of reduction or elimination of a program. The  
29 procedures provided in Article 18 will be followed in such instances where the individual  
30 employee's reduction amounts to more than 20% of the initial base hours assigned. For  
31 the purpose of the following year's base assignment the initial base assignment hours  
32 shall govern.  
33

34 **Section 3. Temporary Increases in Base Hours** - Employee assigned base hours  
35 may be increased during the school year on a temporary basis, when such increase is  
36 necessitated by the requirements of the program. The procedures provided in Article 18  
37 need not be followed in such instances.  
38

### 39 **Section 4. Breakfast Program**

40  
41 **A. Temporary Hours** - Breakfast program positions are considered  
42 "temporary hours" for all purposes except after November 1<sup>st</sup> of each school year  
43 these hours will be regular hours for that school year for the purposes of the  
44 application of Article 18.  
45

46 **B. Classification Level** – Each Breakfast Program will be staffed at the  
47 level of Kitchen Lead. Additional time or employees will be added for any  
48 program which averages more than 65 students over a four (4) week period.  
49 Additional student supervision will be provided by the District for any program  
50 which averages more than 50 students over a four (4) week period.  
51  
52  
53

1           **C. Selection of Breakfast Program Staff:**  
2

3           **(1) Within the School Site** – Breakfast Program hours will be offered  
4 first to staff in the same classification within the school site based on  
5 bargaining unit seniority within the school.  
6

7           **(2) District-wide within the Same Classification** – If school  
8 employees in the same classification decline the offer of Breakfast  
9 Program hours, the hours will be offered District wide for employees in  
10 the same classification. Selection will be based on District-wide within the  
11 bargaining unit.  
12

13           **(3) If No Applicants within the Same Classification** – If no employees  
14 within the same classification, District-wide, accept the temporary  
15 Breakfast Program hours, the temporary Breakfast Program hours will be  
16 posted as a promotional per Article 14 of this collective bargaining  
17 agreement.  
18  
19

20   **ARTICLE 20 - PERSONNEL FILE**  
21

22           **Section 1. Personnel File** - Official personnel files shall be maintained in the Human  
23 Resources office. Employees shall have the right to review their personal file with  
24 reasonable notice, and they shall be entitled to copies of the contents upon request.  
25 Employees may add a rebuttal statement to any disputed item(s) contained in the file,  
26 which shall be attached to the document(s) in question and retained in the file.  
27

28           **Section 2. Inspection of Personnel File** - An employee shall be allowed to  
29 authorize inspection of his/her personnel file to a representative of the Union by  
30 submitting a written request to the Human Resources Office.  
31

32           **Section 3. Employee Right to Supplement Personnel File** The employee shall  
33 have the right to add relevant information into the personnel file.  
34

35           **Section 4. Retention of Letters of Reprimand** - Letters of reprimand shall be  
36 removed from the personnel file, upon request, provided that one (1) year has elapsed  
37 and no further disciplinary action has occurred during that period of employment.  
38

39           **Section 5 Letters of Commendation** - Letters and other memoranda of  
40 commendation, whether received from the District or outside parties, shall be retained in  
41 the employee's official personnel file.  
42

43           **Section 6. Health / Medical Records** - Health and medical records of employees  
44 shall be maintained in the Human Resources office. Such files are entirely separate and  
45 distinct from the employee's personnel file. No information "other than routine leave  
46 request and return to work forms," pertaining to the employee's health or medical  
47 conditions will be kept in Personnel files or Supervisor's files.  
48

49           **Section 7. Access to Information by Outside Parties** - In the event a public  
50 disclosure request is received from an outside party seeking to access an employee's  
51 personnel files or records, the District will immediately inform the employee of the  
52 identify of the requesting party, the nature and scope of the request.  
53

1  
2  
3 **ARTICLE 21 - EMPLOYEE RIGHTS**

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

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

22  
23 **Section 3. Video Cameras** – The District will not install video cameras for the  
24 general purpose of evaluating or monitoring employee performance, but rather to record  
25 vandalism, theft, destruction or misuse of District property, or unsafe actions on District  
26 property. Employees will be notified of the locations of such cameras upon request.  
27  
28

29 **ARTICLE 22 - PERFORMANCE EVALUATIONS**

30  
31 **Section 1. Purpose of Performance Evaluations** – The parties agree that  
32 performance evaluations are intended to be a constructive tool to enhance  
33 communication and understanding between the employee and the administrator.  
34 Performance evaluations shall not be used as a substitute for progressive discipline or  
35 corrective action. Kitchen Lead and Central Kitchen Manager shall be evaluated under  
36 the same provisions and dates by the Supervisor administrator for Food Services.  
37 Kitchen Lead and Central Kitchen Manager will be responsible for providing input to the  
38 Food Service administrator who will evaluate all employees under his/her supervision.  
39

40 **Section 2. Timely Notification of Deficiencies** – Employee shall be given timely  
41 notification of performance deficiencies, and afforded a reasonable and customary  
42 amount of training, support, and time to demonstrate improvement.  
43

44 **Section 3. Probationary Evaluations** – Probationary employees shall receive  
45 feedback on an informal basis of the probation period. At the conclusion of the  
46 probationary period, the employee will be formally evaluated using the same procedure  
47 as is used for the annual regular employees.  
48

49 **Section 4. Annual Evaluations** – All regular employees shall be evaluated annually  
50 no later than June 1<sup>st</sup> of each year.  
51

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

1 **Section 6. Conflict of Interest** – No bargaining unit member shall conduct the  
2 performance evaluation of another bargaining unit member. However, a lead employee  
3 may provide input to the supervisor about the performance and training needs of  
4 employees who they are assigned to lead.  
5

6 **Section 7. Lack of Performance Evaluations** – When performance evaluations are  
7 used as a means of qualifying/competing for transfer or promotion, and the applicant did  
8 not receive a performance evaluation for a relevant time period, said employee shall be  
9 assumed to have met or exceeded expectations in all performance dimensions for the  
10 evaluation periods in question.  
11

### 12 **ARTICLE 23 - OPTIONAL PAYROLL DEDUCTION**

14 The Payroll Department will deduct union dues, including any additional amount the  
15 employee voluntarily authorizes for deduction for political purposes, Washington State  
16 Employees' Credit Union and other District-approved deductions for employees  
17 requesting such a deduction.  
18  
19

### 20 **ARTICLE 24 - GROUP INSURANCE**

21 **Section 1. Group Insurance (Basic)** - Each employee working twenty (20) or more  
22 scheduled hours per week is eligible to participate in the District's Basic Group Insurance  
23 Program.  
24

25 **Section 2. District Contribution** - Each month, the District shall provide the monthly  
26 amount identified in the state appropriations act plus \$29.00 for each benefit-eligible  
27 Employee of the bargaining unit (regardless of the source of funds used to pay each  
28 Employee's salary), prorated on the basis of the Employee's full-time equivalency (FTE).  
29 For the purposes of this Article, a full-time employee is any employee working 1,440 or  
30 more regularly scheduled hours during the school year. Benefit eligible employees  
31 regularly scheduled to work less than 1,440 hours per year shall receive a prorated  
32 share of the District contribution.  
33  
34

35 **Section 3. Mandatory Group Insurance Plans** - The cost of mandatory group  
36 insurance plans mutually approved by the District and Union (dental, vision, term life  
37 insurance which pays the annual salary of the employee and long-term disability - if  
38 applicable) will be subtracted from the District contribution (identified in Section 2 of this  
39 Article (above) each month, and the remainder will be applied toward any mutually-  
40 approved medical insurance plan selected by the Employee. Any remaining portion of  
41 the medical insurance premiums will be deducted from the Employee's salary warrant.  
42  
43

44 **Section 4. Calculation and Distribution of the Insurance Pooling** - Any portion of the  
45 Employee's insurance allocations remaining after subtracting the cost of mandatory and  
46 medical insurance premiums will be pooled for the sole benefit of other bargaining unit  
47 Employees with out-of-pocket medical insurance premium costs. This monthly pool  
48 amount will be calculated in October, and then re-calculated in April of each year (for  
49 distribution during the months following such months). Each month, each Employee with  
50 out-of-pocket costs will be credited with an equal dollar amount of the pool up to the total  
51 cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted,  
52 whichever comes first (commonly referred to as "pooling by rounds").

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

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

10  
11 **Section 6. Pooling Information** - Each year, the District shall provide a report to the  
12 Union identifying the amount of the pool, an explanation how the insurance pool amount  
13 was calculated and the amounts distributed to Employees. In accordance with its right  
14 as a collective bargaining agent under state law, the Union may receive any further  
15 financial information substantiating these figures from the District upon request.

16  
17 **Section 7. Shared Insurance Allocation with Spouse or Domestic Partner Also  
18 Employed by District** - An employee whose spouse/domestic partner also is a District  
19 employee eligible for a District insurance contribution may combine his or her insurance  
20 allocation with that of his or her spouse/domestic partner for the purchase of a single  
21 insurance plan to offset the employee's out-of-pocket costs for medical insurance  
22 premiums (e.g. the purchase of one "employee plus spouse" plan rather two "employee  
23 only" plans). The reduction in insurance and the unused portion of the insurance  
24 allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in  
25 a different bargaining unit, the other bargaining unit must agree to the same procedure  
26 before the combination of insurance allocations can be effective. If the spouse/domestic  
27 partner is in a different insurance pool, one-half of the cost of the single insurance plan  
28 shall be charged to each insurance pool.

29  
30 **Section 8. Optional Supplemental Insurance** - Employees may elect to have optional  
31 group insurance programs offered by the District, including but not limited to short term  
32 disability, accidental death and dismemberment, and supplemental life insurance, with  
33 monthly premium costs to be deducted in full from the employee's salary warrant each  
34 month. No part of the District Contributions, described in Section 2 of this Article, or  
35 Insurance Pool funds can be applied to the optional supplemental insurance premiums.

36  
37 **Section 9. District Advisory Insurance Committee** - The District Advisory  
38 Insurance Committee shall assist in determining the types of insurance programs to be  
39 provided to employees subject to approval by the Board.

40  
41 **Section 10. Section 125 Pre-Tax Savings Accounts** - The District will continue to  
42 offer a Section 125 plan for health care expenses and/or dependent care.

43  
44  
45 **ARTICLE 25 - GRIEVANCE PROCEDURE**

46  
47 **Section 1. Grievance Definition** - In the event that any difference arises between  
48 Shoreline School District and the Union, any employee, or any group of employees  
49 concerning the interpretation, application, or compliance with the provisions of this  
50 agreement, such differences shall be deemed to be a grievance and shall be settled only  
51 in accordance with the grievance procedure set forth herein. Prior to filing a formal  
52 grievance, the employee shall first discuss the grievance with his/her immediate

1 supervisor within ten (10) working days of the occurrence or knowledge of the  
2 occurrence. Every effort shall be made at this level to resolve the concern prior to a  
3 grievance filing. An employee may request that a shop steward be present. At the  
4 request of either party, the employee and supervisor shall reduce the resolution to  
5 writing.  
6

7 **Section 2. Grievance Steps:**  
8

9 **Step 1. Immediate Supervisor (Formal):** If no settlement is reached in the  
10 informal discussion above, the Union representative, if she/he considers the  
11 grievance to be valid, will reduce in writing a statement of the grievance. The  
12 statement will be submitted in writing within fifteen (15) working days of the  
13 meeting with the supervisor described in Section 1, to the immediate supervisor  
14 for reconsideration with copies transmitted by the Union to the Director of Human  
15 Resources of the Shoreline School District. A meeting will be scheduled within  
16 five (5) working days of receipt of the written grievance. These parties, within ten  
17 (10) working days of the Step 1 meeting, shall submit a written statement as to  
18 the disposition of the grievance.  
19

20 **Step 2. Director of Human Resources:** If no settlement is reached at Step 1,  
21 the Union representative may, within fifteen (15) working days of the Step 1  
22 written grievance response, submit the Step 2 written grievance to the Director of  
23 Human Resources. A meeting will be scheduled within five (5) working days of  
24 receipt of the Step 2 grievance. These parties, within ten (10) working days of  
25 the Step 2 meeting, shall submit a written statement as to the disposition of the  
26 grievance.  
27

28 **Step 3. Superintendent or Designee:** If no settlement has been reached in  
29 Step 2, within the specified time limits, the Union representative may within  
30 fifteen (15) working days, submit the written grievance to the Superintendent or  
31 designee. A meeting will be scheduled within ten (10) working days of receipt of  
32 the written Step 3 grievance. These parties, within ten (10) working days from  
33 the Step 3 meeting, shall attempt to resolve the dispute and indicate by written  
34 statement the grievance disposition.  
35

36 **Step 4. Arbitration:** If the disposition of the grievance by the Superintendent or  
37 designee is unacceptable, the Union representative may, within fifteen (15)  
38 working days of the response from Step 3, submit the grievance to the American  
39 Arbitration Association for the arbitration under their rules and within the following  
40 guidelines:  
41

42 A. The Arbitrator shall limit his decision strictly to the disputes involving  
43 the application, interpretation or alleged violation of specific articles  
44 and/or section of this agreement or staff evaluation.  
45

46 B. There shall be no appeal from the Arbitrator's decision if within the  
47 scope of his authority. It shall be final and binding on the Union, the  
48 employee(s) involved, the Administration and the Board.  
49

50 C. The fees and expenses of the Arbitrator shall be shared equally by  
51 the District and the Union. All other expenses shall be borne by the party  
52 incurring them, and neither party shall be responsible for the expenses of  
53 witnesses called by the other.  
54



1 **Section 3. No Election of Remedies** - The grievance procedure outlined in this  
2 agreement shall not preclude the employee and/or the Union from taking any legal steps  
3 available to them through the courts of competent jurisdiction.  
4

5 **Section 4. Union Rights** - The Union shall have an opportunity to be present at all  
6 grievance meetings.  
7

8 **Section 5. Time Limits** - If an employee and/or the Union representative fails to  
9 submit written grievances to the next grievance step within the time limit so specified, it  
10 will be assumed that the grievant has dropped the grievance or accepted the resolution  
11 of the grievance at that level. If the District fails to respond to any step within the  
12 required time limits, the grievance shall automatically move to the next step. However,  
13 the District and the Union may mutually agree to extend the time limits at any one of the  
14 steps.  
15

## 16 **ARTICLE 26 - UNION RIGHTS STATEMENT**

17

18  
19 **Section 1.** The Service Employees International Union, Local #925, is recognized as  
20 the official labor organization and exclusive bargaining representative for all employees  
21 performing work as food service employees in the Shoreline School District.  
22

23 **Section 2.** The District agrees that the Union has the right to encourage all  
24 employees in the bargaining unit to become and remain members in good standing of  
25 the Union, and the Union accepts its responsibility to fairly represent all employees in the  
26 bargaining unit regardless of membership status.  
27

28 **Section 3.** It is recognized that proper negotiations and administration of negotiated  
29 agreements entails expense which is appropriately shared by all members of the  
30 bargaining unit. To this end, each employee within the bargaining unit will be required,  
31 as a condition of employment, to pay to the Union the regular monthly dues uniformly  
32 required of all members or shall pay equivalent amounts to the Union as agency fees.  
33 This obligation shall commence thirty (30) calendar days following the employee's date  
34 of hire or thirty (30) calendar days following the effective date of this agreement,  
35 whichever is later. Employees with a bona fide religious objection to the foregoing,  
36 which is based on religious tenets or teachings of a church or religious body of which  
37 said employee is a member, may satisfy this obligation by paying equivalent amounts to  
38 a mutually agreeable charity as specified in RCW 41.56. In the event an employee does  
39 not abide by the above provisions, the services of said employee shall be discontinued.  
40

41 **Section 4.** The District agrees to deduct from the paycheck of each employee who  
42 has authorized it, the regular monthly dues uniformly required of members of the Union  
43 and any additional amount the employee voluntarily authorizes for deduction for political  
44 purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of  
45 the employees involved. Authorization by the employee shall be on a form approved by  
46 the parties hereto and may be revoked by the employee upon request.  
47

48 **Section 5.** The Union agrees to indemnify and save harmless the District from any  
49 and all liability resulting from the dues check-off system.  
50

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

1 **Section 7.** The Union may have a shop steward(s), who is (are) employed as a food  
2 service employee, who shall perform his/her regular duties as such, but shall be the  
3 Union's representative on the job. In the absence of the shop steward, an assistant shall  
4 perform the duties of the shop steward.  
5

6 **Section 8.** The Union shall provide the Superintendent's Office with the names of  
7 personnel duly elected to office and those acting as shop stewards for the Union.  
8  
9

10 **ARTICLE 27 - MANAGEMENT RIGHTS CLAUSE**  
11

12 **Section 1.** Except to the extent specifically abridged by specific provisions of this  
13 agreement, the Union recognizes the District's inherent and traditional right to manage  
14 their business as has been their practice in the past. The Union recognizes the right of  
15 the District to hire, suspend, transfer, promote, demote or discipline employees and to  
16 maintain the discipline and efficiency of its employees; the right (which shall be  
17 exercised as provided in the paragraph hereof relating to termination of employment) to  
18 lay off, terminate or otherwise relieve employees from duty because of lack of work for  
19 them to do, or for other reasons set forth in this contract, the right to establish and  
20 change work schedules and assignments and to eliminate, change or consolidate jobs;  
21 the right to direct the methods and processes of doing work, to introduce new and  
22 improved work methods or equipment, and to assign work to outside contracts; the right  
23 to determine the starting and quitting time and the number of hours to be worked; and  
24 the right to make and amend such reasonable rules and regulations as it may deem  
25 necessary for the conduct of its business; and to require their observance.  
26

27 **Section 2.** The exercise of the District's right stated herein is an exclusive function of  
28 management. The exercise of the Management Rights herein does not modify the  
29 Union's right to appeal through the grievance procedure as set forth in this agreement  
30 when such exercise violates the letter and intent of the agreement in the opinion of the  
31 Union.  
32

33 **Section 3.** The above statement of Management Rights is not intended to be  
34 exclusive and shall not be construed to limit or exclude any historical or normal rights of  
35 either Management or Union.  
36

37 **ARTICLE 28 - SUBCONTRACTING**  
38  
39

40 **Section 1.** If the District shall propose to subcontract or otherwise change the  
41 operation of the program covered by this agreement such that it is operated by any other  
42 party, the District shall notify the Union of such proposal at least ninety (90) calendar  
43 days prior to such sub-contract or change.  
44

45 **Section 2.** The District shall also notify prospective subcontractors that preference in  
46 employment of employees covered by this agreement shall be given to such employees  
47 on the basis of seniority.  
48

49 **Section 3.** The District shall make every effort to assure that any subcontracting or  
50 other change shall not result in the lowering of working conditions or benefits of current  
51 employees.  
52

1 **ARTICLE 29 - SEVERABILITY**

2  
3 **Section 1.** In the event that any provision of this Agreement shall, at any time, be  
4 declared invalid by any court of competent jurisdiction, or through government  
5 regulations or decree, such decision shall not invalidate the entire Agreement, it being  
6 the express intention of the parties hereto that all other provisions not declared invalid  
7 shall remain in full force and effect.  
8

9 **Section 2.** If any provision of this Agreement is held to be contrary to law, the parties  
10 by mutual agreement, within ten (10) working days, shall commence bargaining on said  
11 provision.  
12

13 **ARTICLE 30 - COMMITTEES**

14  
15  
16 **Section 1.** S.E.I.U., Local 925, and the Shoreline School District agree to establish a  
17 Labor Management Committee for the purpose of seeking resolution on issues of  
18 common concern.  
19

20 **Section 2.** The District agrees to send one copy of the safety committee meeting  
21 minutes to S.E.I.U., Local 925 representative for distribution among the bargaining unit  
22 members.  
23

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

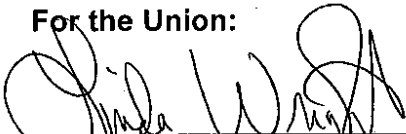
**Section 2.** A certified copy of this Salary Schedule and Provisions for Food Services Employees, as adopted by the Shoreline Board of Directors, shall be forwarded to the Service Employees International Union, Local #925.

**Section 3.** This Agreement shall take effect as of September 1, 2015 and shall be in full force and effect until August 31, 2019. If either the Union or the District desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

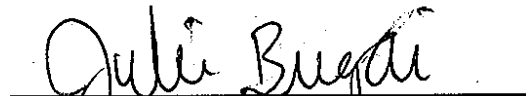
**Section 4.** The District shall pay the costs of printing the contract and shall provide a copy to each bargaining unit employee.

Adopted by the Shoreline Board of Directors at its regular meeting of June 15, 2015.

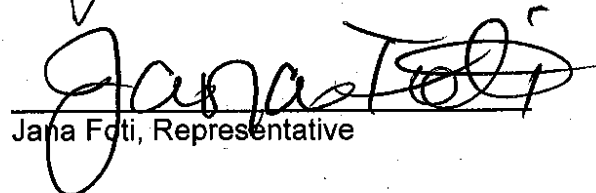
**For the Union:**



Linda Wright, Representative  
Service Employees International  
Union (SEIU), Local #925



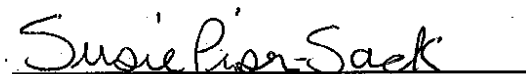
Julie Bugai, Representative



Jana Foti, Representative

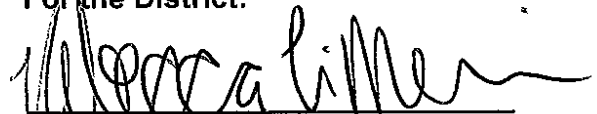


Geri Johnson, Representative

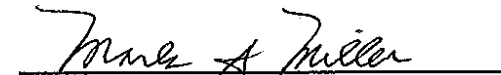


Susie Piper-Sack, Representative

**For the District:**



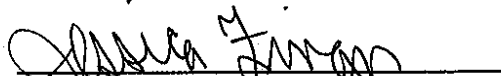
Rebecca Miner, Superintendent  
Secretary – Board of Directors  
Shoreline School District



Marla S. Miller  
Deputy Superintendent



Tam Osborne, Director  
Human Resources



Jessca Finger, Director  
Food Services and Warehouse



Diane Tsao, Food Services Supervisor