

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**SHORELINE SCHOOL DISTRICT
NO. 412**

and the

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

FOOD SERVICE EMPLOYEES

September 1, 2019 to August 31, 2022

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1.0	General Statement of Philosophy	1
2.0	Salary Schedules	1
3.0	Job Descriptions	2
4.0	Definitions	3
5.0	Overtime Pay	4
6.0	Other Provisions	5
7.0	Work Outside Classification	5
8.0	Laundry	6
9.0	Vacation Allowance	6
10.0	Staff Development	6
11.0	Holidays	7
12.0	Safety	8
13.0	Leaves	9
14.0	Promotions and Transfers	12
15.0	Retirement	13
16.0	Employee Notification	13
17.0	Termination of Employment	13
18.0	Reduction in Work Force	14
19.0	Change in Hours	16
20.0	Personnel File	17
21.0	Employee Rights	18

<i>TABLE OF CONTENTS-Continued</i>

<u>Article</u>	<u>Title</u>	<u>Page</u>
22.0	Performance Evaluations.....	19
23.0	Optional Payroll Deduction	19
24.0	Group Insurance	19
25.0	Grievance Procedure	22
26.0	Union Rights Statement.....	24
27.0	Management Rights Clause	26
28.0	Subcontracting.....	26
29.0	Severability	26
30.0	Committees.....	27
31.0	Adoption and Renewal.....	28
Attachment A	2019-20 Wage Rate Schedule.....	29

1 SHORELINE SCHOOL DISTRICT NO. 412
2 Shoreline WA 98155
3

4 COLLECTIVE BARGAINING AGREEMENT WITH SEIU, LOCAL #925 -
5 FOOD SERVICES BARGAINING UNIT
6
7

8 Effective September 1, 2019 through August 31, 2022
9
10

11 ARTICLE 1 - GENERAL STATEMENT OF PHILOSOPHY
12

13 **Section 1. Purpose of Agreement** - This salary schedule and provisions for food
14 service employees in the Shoreline School District expresses the philosophy of the
15 District in developing personnel policies which will attract and hold the best qualified
16 personnel for all positions in the District.
17

18 **Section 2. Performance Reviews** - It is the policy of the Shoreline Board of
19 Directors to adopt a procedure for annual performance review of each employee.
20

21 **Section 3. Non-Discrimination** - It is agreed between the District and the Union,
22 that non-discrimination pursuant to federal, state, and local laws will be maintained for all
23 employees under this Agreement.
24
25

26 ARTICLE 2 - SALARY SCHEDULES
27

28 **Section 1. Wage Adjustments** – For the 2019-2020, 2020-2021, and 2021-2022
29 school years, the District will adjust wages by the statewide percentage increase
30 identified in the appropriations act for the Cost of Living Adjustment (COLA), or its
31 equivalent, for the classified employee salary variable of the Basic Education Act staff
32 funding formula in the month such increase is effective.
33

34 In addition, for the 2019-2020 and 2020-2021 school years only, the District will increase
35 wage rates by 4% in addition to the COLA for the 2019-2020 school year, and by 3% in
36 addition to the COLA for the 2020-2021 school year. These increases shall be
37 considered “front-loading” of the estimated midpoint adjustments for the 2019-20, 2020-
38 21, and 2021-22 school years as described in the following paragraph. In the event the
39 midpoint analysis for any year determines the District’s front-loading of an increase is
40 less than the actual midpoint, the wage rates shall be increased to the actual midpoint.
41 In the event the midpoint analysis for any year determines the District’s front-loading of
42 an increase exceeds the actual midpoint, the front-loading wage rates shall remain in
43 place and shall not be decreased.
44

45 In addition, the District and the Union agree to conduct an annual compensation market
46 study before April 1 of each year, to determine whether a percentage increase shall be
47 applied to the wage rates then in effect to bring Shoreline’s rates to midpoint for the
48 following school year. For the purpose of this calculation, “midpoint” is determined by
49 ranking the maximum compensation hourly rate for the Secondary Kitchen Lead position
50 for each district included in the study. The district at the 8th position of the list shall
51 determine the wage rate for Shoreline, provided such rate represents an increase and
52 not a decrease to current rates. The District and the Union shall determine the

1 distribution of the total cost of such additional compensation to each regular position in
2 the contract. A separate midpoint study shall be conducted to determine the midpoint
3 increase, if any, for substitute positions. The District and the Union agree to use wage
4 data from the following 17 school districts in King and Snohomish Counties: Bellevue,
5 Edmonds, Everett, Highline, Issaquah, Lake Stevens, Lake Washington, Marysville,
6 Mercer Island, Monroe, Mukilteo, Northshore, Renton, Seattle, Shoreline, Snohomish,
7 and Tukwila.

8
9 **Section 2. Wage Rates.** All employees are paid on an hourly basis, as shown on
10 Attachment A.

11
12 **Section 3. Incentive Pay** The District and the Union agree professional
13 development is an important benefit for food service staff and valuable to the District.
14 To provide an incentive for participation in the School Nutrition Association (SNA)
15 professional development certification program, each permanent food service employee
16 shall receive the following stipend and the District shall pay the annual membership fee
17 for achieving and maintaining a current and valid certificate as shown below:
18

SNA Certificate Level	Annual Stipend	Annual Membership Fee
1	\$175	Current fee
2	\$300	Current fee
3	\$400	Current fee
4	\$500	Current fee

19
20 The annual stipend shall be paid at the highest level of certification, paid in monthly
21 installments, and pro-rated for the remaining months of the year if the employee
22 achieves certification mid-year.

23
24 **Section 4. Clothing-Shoe Stipend** Each permanent food service employee shall
25 receive an annual clothing stipend in the amount of \$250, payable on the September
26 paycheck. In the event an employee is hired after the first day of school, the annual
27 clothing stipend shall be paid on the employee's first paycheck and pro-rated based on
28 the remaining months of the year.

29
30 **Section 5. Attendance Stipend** A full time employee who does not miss any work
31 (with the exception of personal leave, jury duty, and bereavement leave) shall be paid
32 the equivalent of two vacation days on their August paycheck.

33 34 35 **ARTICLE 3 - JOB DESCRIPTIONS**

36
37 **Section 1. Central Kitchen Manager:** Central Kitchen Manager shall be
38 responsible for the planning, organizing and supervision of the schools' food service
39 operation. Central Kitchen Manager will be provided with necessary material, supplies,
40 and equipment to perform their duties in a timely manner.

41
42 **Section 2. Kitchen Support:** Trouble shoots problems in the central kitchen and
43 satellite schools, assists with staff training, and serves as backup for key positions
44 requiring flexibility in working hours as needed to support the district wide nutrition
45 program.

1 **Section 3. Cook (Includes Entree Cook and Baker):** Cooks shall be responsible
2 for the preparation of food requiring skill in use of equipment, recipe extension, weighing
3 and measuring, and a knowledge of factors affecting product quality.
4

5 **Section 4. Salad and Sandwich Maker:** Salad and Sandwich Makers shall be
6 responsible for the preparation of those particular items requiring skill in use of
7 equipment.
8

9 **Section 5. Food Service Assistant:** Food Service Assistants shall be responsible
10 for assisting in the preparation and serving of food where knowledge of recipes, recipe
11 extension, and weighing and measuring are not of prime importance.
12

13 **Section 6. Kitchen Lead:** The Kitchen Lead shall be responsible for the operation
14 of a serving kitchen receiving food from a central kitchen. The Elementary Kitchen Lead
15 shall have the responsibility of the service in an elementary school. The Secondary
16 Kitchen Lead shall have the responsibility of the service in a secondary school.
17 Beginning September 2020 all school kitchens shall be staffed with one Lead who shall
18 have responsibility for both breakfast and lunch service. Effective with the 2020-2021
19 school year there shall not be a separate Breakfast Lead position.
20

21 **Section 7. Pan/Food Truck Driver –** The Pan/Food Truck Driver shall be
22 responsible for the food delivery pickup from the prep kitchen, the delivery of food to
23 satellite schools and the transfer of food from the truck to the kitchens and its transfer to
24 designated locations. The Pan Route/Food Truck Driver shall also be responsible for the
25 delivery of food service department related items.
26

27 **Section 8. Other Duties as Assigned -** The job descriptions contained in this Article
28 are not intended to enumerate all duties and/or responsibilities of employees in each
29 classification.
30

31 **Section 9. Revised Duties and New Classifications -** Any position that requires a
32 change in classification due to additional or different skills, or a new position as required
33 within the bargaining unit, the District agrees to consult with the Union in order to
34 determine: Job title, job specifications, and bargain rate of pay for the position.
35

36 **Section 10. Copies to Union -** The District will furnish the Union with job descriptions
37 for all classifications in the bargaining unit including modifications and revisions thereto.
38

39 **Section 11. Exclusive Jurisdiction Over Bargaining Unit Work –** All work detailed
40 in the job descriptions shall be exclusively performed by employees covered by this
41 Agreement; provided that nothing in this section shall prevent the District from
42 subcontracting services pursuant to Article 26 of this agreement.
43
44

45 **ARTICLE 4 – DEFINITIONS**

46

47 **Section 1. Full-time Employees -** Full-time employees are those working seven (7)
48 or more hours per day on a regular basis.
49

50 **Section 2. Part-time Employees -** Part-time employees are those working less than
51 seven (7) and at least two (2) hours per day on a regular basis.
52

1 **Section 3. Central Kitchen Managers** – Central Kitchen Managers will normally
2 work eight (8) hours per day and a minimum of one hundred ninety-four (194) days
3 annually, excluding paid holidays.
4

5 **Section 4. Substitutes** - Substitutes are those persons hired as temporary
6 replacements to cover emergency situations or employee absences. Substitutes may
7 not be hired in lieu of or to avoid hiring of permanent employees. If substitute is in a
8 continuing assignment after twenty (20) days, the District will notify the Union of the
9 assignment and commencing on the twenty-first (21) day the salary rate for the
10 classification will be paid for the remaining days worked.
11

12 **Section 5. Seniority Definitions -**
13

14 **A. Classification Seniority** - Classification seniority is defined as the most
15 recent length of continuous service as a regular employee with the District in a
16 given job classification.
17

18 **B. Bargaining Unit Seniority** - Bargaining unit seniority is defined as the most
19 recent length of continuous service as a regular employee with the District in any
20 combination of job classifications covered by this agreement.
21

22 **C. SEIU Seniority** - SEIU seniority is defined as the most recent length of
23 continuous service as a regular employee with the District in any combination of
24 job classifications and any combination of bargaining units represented by SEIU
25 Local 925.
26

27 **D. District-wide Seniority** - District-wide seniority is defined as the most recent
28 length of continuous service as a regular employee with the District in any
29 combination of positions.
30

31 **Section 6. Special Event Meals** – Occur during regular working hours and require
32 extraordinary coordination of decorations, food, and service prior to the day of
33 the event. Such events with pre-approval of the supervisor may be initiated
34 by the school or by the Kitchen Lead, in order to celebrate a special occasion
35 (such as a holiday or the end of the year) or to increase student and/or family
36 participation in a special breakfast or lunch served on a regularly-scheduled
37 school day.
38
39

40 **ARTICLE 5 - OVERTIME PAY**
41

42 **Section 1. Overtime** - Overtime pay will be paid after eight (8) hours in a given day,
43 or after forty (40) hours in a given week, as follows:
44

45 A. Overtime: One and one-half times the employee's regular rate of pay.
46

47 B. Saturday: One and one-half times the employee's regular rate of pay.
48

49 C. Sunday: Two (2) times the employee's regular rate of pay.
50

51 D. Holidays: Three (3) times the employee's regular rate of pay which includes
52 the regular holiday pay.
53

1 **Section 2. Paid Leave and Holidays Counted as Time Worked** - Paid leave and
2 paid holidays will be considered as time worked for purposes of calculating overtime.
3

4 5 **ARTICLE 6 - OTHER PROVISIONS** 6

7 **Section 1. Wage Rate for Regular Assignment** - Employees will be paid at the
8 employee's regular rate of pay for number of hours assigned on their weekly base
9 assignment.
10

11 **Section 2. Voluntary Special Assignments** - Employees will be paid for voluntary
12 special assignments at the employee's regular rate of pay for not less than two (2) hours.
13 The overtime rate(s) specified in Article 5 - Overtime Pay will apply.
14

15 **Section 3. Mandatory Special Assignments** - Employees will be paid for
16 mandatory special assignments at the overtime rate for not less than two (2) hours.
17

18 **Section 4. Required Meetings or Conferences** - Employees required to attend
19 conferences or meetings after their regularly scheduled working hours will be paid at
20 their regular rate of pay.
21

22 **Section 5. Mileage Reimbursement** - Employees who use their own transportation
23 on District business or assignment shall be reimbursed at the mileage rate established
24 by the District. This provision does not cover an employee's normal commute to or from
25 work.
26

27 **Section 6. Rest Breaks** – Employees shall receive a paid fifteen (15) minute break
28 during each four (4) hours worked. It is the District's intention to provide uninterrupted
29 rest breaks. Employees may take rest breaks away from the duty station. If an
30 employee feels that the building or department schedule does not provide sufficient time
31 for a break, District management will investigate and alter schedules to ensure the
32 employee is scheduled for a contractual break.
33

34 **Section 7. Required Certifications, Permits and Licenses** - The District will
35 reimburse employees for required certifications, permits and license.
36

37 **Section 8.** After sixty days of employment as a substitute, the District will reimburse
38 the cost of fingerprinting.
39

40 **Section 9. Post-Offer, Pre-Employment Physical Assessment** – An offer of
41 employment is contingent upon satisfactory completion of a physical tailored to the
42 physical requirements of each position. Upon satisfactory completion of the physical
43 and acceptance of the offer of employment, the employee shall be paid for the time
44 required to travel to/from and complete the physical assessment.
45

46 47 **ARTICLE 7 - WORK OUTSIDE CLASSIFICATION** 48

49 **Section 1. Compensation for Work Outside of Classification** - When a regular
50 employee is assigned to cover the position of an absent employee at a higher
51 classification, such employee shall be paid at the rate established for such higher
52 classification.
53

Section 2. Special Events Meals – With pre-approval from their supervisor, Kitchen Leads who are required to coordinate plans, prepare and serve food for special events meals (such as BBQs) during their regular assigned hours shall receive a premium pay adjustment of \$3.50 per hour for hours worked on the day of the event.

ARTICLE 8 - LAUNDRY

Aprons shall be furnished by the school district.

ARTICLE 9 - VACATION ALLOWANCE

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

Paid in August after end of:

1 st full year of service	3 days
2 nd – 5 th full year of service	10 days
6 th – 10 th full year of service	15 days
11 th – 15 th full year of service	20 days
16 th full year of service	21 days
17 th full year of service	22 days
18 th full year of service	23 days
19 th full year of service	24 days
20 or more full years of service	25 days

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

ARTICLE 10 - STAFF DEVELOPMENT

Section 1. Training for Permanent Employees - 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 by the District and approved by the State Board of Education, and paid at the employee's highest rate of pay for their regular food service assignment. For example, a five-day waiver application will result in 22.5 hours offered of staff development. If no waiver days are available, the District will continue to provide permanent employees with twenty (20) additional hours of training at the employee's highest regular food service assignment rate of pay. Of the twenty (20) hours available, ten (10) will be allocated for Food and Nutrition Services Department training; the remaining ten (10) will be allocated on an annual basis by the supervisor for the purposes of department-related staff development. Food Worker Card training, and District-required safety training (i.e., Safe Schools).

The twenty (20) hours of training will include the following:

- 3.5 hours - Attendance at the Opening Meeting of the school year is mandatory for all employees.
- 2 hours - Training provided in the morning on one (1) non-student day per year, for a maximum of 2 hours per day, is mandatory for Kitchen Leads and available for optional training for all other employees.
- 2 hours - Attendance at the Closing Meeting of the school year, for a maximum of 2 hours, is mandatory for all employees.
- 2 hours – Menu feedback meetings will be held in the Fall and Spring for a maximum of one (1) hour per meeting. Menu meetings will be optional for all employees.
- 1 hour (every other year) – Required food worker card training class.
- 10 hours - Additional optional training will be offered for the remaining hours available from the annual number of training hours. Classes are provided to help employees improve skills, quality for the incentive stipend paid for achievement of School Nutrition Association certificates, and prepare for promotional opportunities. The parties will design a survey in Labor Management Committee to survey employees about areas of interest for additional training opportunities. Based on the results 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.

Additional paid training hours will be available to permanent employees, outside of the twenty (20) hours described above, for completion of safety training designated by the District (i.e., Safe Schools) which is mandatory for all employees and must be completed by the deadline announced by the District.

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

Section 3. Training for Substitute Employees. Substitute employees shall be paid at the substitute hourly rate to participate in safety training designated by the District (i.e., Safe Schools) and for the Food Worker Card training class. Additional training will be provided on a 1:1 basis by the supervisor to on-board new substitutes and as needed to focus on their individual training needs.

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

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

5 *The employee shall have worked during the week prior to Labor Day in order to
6 receive the paid holiday.
7

8 **The employee shall have worked during the six (6) calendar days prior to the
9 Independence Day holidays.
10

11 **ARTICLE 12 - SAFETY**

12

13
14 **Section 1. Commitment to Safety** - The District shall provide and maintain a safe
15 and healthful workplace, and comply with all state and federal laws, rules and
16 regulations pertaining to workplace safety and health. The District will provide training
17 about safety procedures and conditions.
18

19 **Section 2. Workers Responsibility** - Employees shall follow the safety and health
20 rules, wear or use all required safety gear and equipment provided by the District, and
21 participate in District provided safety training. In case of an accident involving a personal
22 injury to any person including employees, students, or visitors, regardless of how
23 serious, employees are to immediately report such incidents to the building or Facilities
24 Services administrator. Failure to report accidents can result in a violation of legal
25 requirements and can lead to difficulties in processing insurance and benefit claims.
26

27 **Section 3. Reporting Safety Hazards** - It is the responsibility of all employees to
28 report safety hazards on a timely basis. Every effort will be made to remedy problems
29 as quickly as possible.
30

31 **Section 4. Safety Committee(s)** - A Building or Departmental Safety Committee shall
32 meet at least bimonthly. The Safety Committee shall have the following responsibilities:
33

34 A. Review the safety and health inspections reports to assist in correction of
35 identified unsafe conditions or practices.
36

37 B. Evaluate accident investigations conducted since the last meeting to
38 determine if the cause of the unsafe acts or condition involved was properly
39 identified and corrected.
40

41 C. Evaluate the accident and illness prevention program and make
42 recommendations for improvement where indicated.
43

44 D. Evaluate and recommend training and equipment needs.
45

46 Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin
47 Board(s) for that particular location. Safety Committee members shall be in pay status
48 for time spent in meetings.
49

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

1 **Section 6. Workers Right to Know** - Material Safety Data Sheets (MSDS) will be
2 available for reference and review in a conspicuous area accessible to all affected
3 employees.
4

5 **Section 7. Safety Bulletin Board** - There shall be a safety bulletin board in every work
6 site. The bulletin board will be sufficient in size to display required posters, accident
7 statistics, Safety Committee meeting minutes and safety educational materials.
8

9 **Section 8. No Discrimination** - No employee will be disciplined, discriminated against
10 or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a
11 hazard, or acting as a witness in a safety investigation.
12

13 **ARTICLE 13 - LEAVES**

14 **Section 1. Sick Leave (accumulative) -**

15
16
17
18 A. Each employee will be granted twelve (12) days annually for sick leave.
19 Any unused sick leave allowance shall be accumulated without limitation.
20 Employees may exercise an option to receive remuneration in a timely manner
21 for unused leave for illness or injury accumulated in the previous year in
22 accordance with state law at a rate equal to one day's monetary compensation of
23 the employee for each four (4) full days of accrued leave for illness or injury in
24 excess of sixty days. Upon retirement or death an employee or the employee's
25 estate shall receive remuneration in a timely manner and in accordance with
26 state law at a rate equal to one day's current monetary compensation of the
27 employee for each four full days accrued leave for illness or injury.
28

29 B. One (1) day of sick leave is defined as being equal to the employee's
30 regular work day.
31

32 C. Sick leave shall be used for employee absence caused by personal
33 illness, injury or disability, including pregnancy and in the case of an ill child.
34

35 D. For each day's absence due to personal illness in excess of sick leave
36 allowance, deduction of a full day's salary shall be made.
37

38 E. A doctor's certificate may be required from an employee after five (5)
39 days of absence.
40

41 F. Unused sick leave shall be transferred to and/or received from other
42 public school districts in the State of Washington. Accumulated sick leave will be
43 retained by an employee who is terminated due to reduction in force for up to
44 eighteen (18) months or granted a leave of absence for a period of one (1) year.
45

46 G. **Donated (Shared) Leave** - Employees may donate a portion of their
47 earned, unused sick leave to fellow employees in accordance with the provisions
48 of District policy and state law and regulations.
49

50 **Section 2. Sick Leave/Coordination - Industrial Insurance** - Employees suffering
51 illness or injury compensable under industrial insurance shall be allowed, upon written
52 request, to use sick leave to the amount of their earned credit less any industrial
53 insurance payments received. Sick leave charged to the employee shall be

1 proportionate to that portion of the employee's salary paid by sick leave. The combined
2 insurance and sick leave payments cannot total more than the employee's normal base
3 pay. Any overpayments must be returned to the District by the employee.
4

5 **Section 3. Bereavement Leave - (non-cumulative)** - Up to five (5) days
6 bereavement leave shall be allowed for each death in the employee's immediate family
7 (spouse, domestic partner, parent, step-parent, child, step-child or others living in the
8 same immediate household). Up to three (3) days bereavement leave shall be allowed
9 for absence caused by the death of that employee's brother, sister, grandparent or
10 grandchild and up to one (1) day each for funerals of other relatives and/or friends.
11 Such absence shall be reported on a District approved leave form. Up to five (5)
12 additional days bereavement for death in the employee's immediate family may be
13 granted upon written request to the Director of Human Resources. These additional
14 days shall be deducted from the employee's accrued sick leave or personal leave. In
15 the event the employee has no sick leave or personal leave available, the District may
16 approve the use of leave without pay.
17

18 **Section 4. Personal Leave (accumulative)** - Three (3) days of personal leave will
19 be allowed for each employee, cumulative up to a maximum of six (6) Personal Leave
20 days. The employee does not have to provide reasons for requesting personal leave.
21 However, the employee does need to provide reasonable advance notice of a Personal
22 Leave request whenever possible, and requests may be denied where, through the
23 unavailability of substitutes or otherwise, the leave would unduly burden departmental
24 operations. Such absence shall be reported on a District approved leave form and
25 verified by the Human Resources Office. Upon request reason(s) for denial shall be
26 given by the District.
27

28 **Section 5. Jury Duty** - An employee who is absent because of jury duty shall be
29 paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for
30 mileage and/or related expenses. The employee shall furnish the District with a written
31 statement showing the date of jury duty. The employee shall report to work when
32 released from any jury duty during any scheduled work day.
33

34 **Section 6. Leave of Absence** - After two (2) years of continuous employment, a
35 leave of absence may be granted not to exceed one (1) year in duration, upon written
36 application to the Human Resources Office because of staff reduction, personal illness,
37 family emergency, child care, or special cases as recommended by the Superintendent's
38 Office. Notification of acceptance or rejection of a leave of absence request will be
39 made in writing by the Human Resources Office. Employees granted a leave of
40 absence will retain accumulated seniority rights and sick leave. Employees may
41 continue medical benefits at their own expense for the duration of the leave of absence.
42 At the termination of the leave, not to exceed ninety (90) days, the employee shall be
43 returned to his/her former assignment. Employees returning from a leave of absence
44 will be re-employed at the same or a comparable position subject to the availability of a
45 position.
46

47 **Section 7. Temporary Disability Leave**

48
49 A. Each employee who for medical reasons, including pregnancy, cannot
50 perform the functions of his or her assigned position shall be considered eligible
51 for a temporary leave with sick leave benefits.

1 B. An employee requesting a leave due to temporary disability shall be
2 considered eligible for a temporary disability leave with sick leave benefits.
3

4 C. An employee requesting a leave due to temporary disability shall make
5 every effort to submit that leave request to the Director of Human Resources at
6 least ten (10) working days in advance of the proposed starting date of the leave.
7

8 D. The effective date of the leave will be determined by the Human
9 Resources Office in consultation with the employee and his or her physician.
10

11 E. An employee on temporary disability leave shall receive sick leave
12 benefits for each working day of the leave up to the number of sick leave days
13 accrued and shall retain all other rights and benefits of approved leaves.
14

15 F. The school district shall have the right to request a physician's certificate
16 of disability while the leave is in effect.
17

18 G. An employee granted a temporary disability leave shall be returned to
19 his/her former assignment.
20

21 **Section 8. Leave Without Pay** - An employee may take leave without pay by
22 obtaining prior approval of not less than thirty (30) working days prior to proposed
23 absence. Approval shall be made by the Administrator of Food Services and the Human
24 Resources Office.
25

26 **Section 9. Military Leave** - Military leave shall be granted as specified in State and
27 Federal law.
28

29 **Section 10 – Union Representative Leave** - A leave of absence shall be granted by
30 the Board for one SEIU member total per year as appointed to serve as an SEIU
31 Representative for up to twelve (12) consecutive months per appointment. Such request
32 for Union Representative Leave shall be submitted to the Executive Director of Human
33 Resources at least 120 calendar days prior to the anticipated start date of the leave.
34 The District shall, unless otherwise requested by the employee, re-employ the individual
35 who is grant Union Representative leave in the same classification upon the employee's
36 return from the leave. When on leave, the individual shall retain all rights, benefits and
37 seniority rights that the employee had prior to taking the leave. Seniority will not continue
38 to accrue during the employee's Union Representative Leave. The Association agrees
39 to reimburse the District for all salary costs, benefits, paid leave and employee taxes
40 paid to or on behalf of the employee on Union Representative Leave.
41

42 **Section 11. Union Business Leave** – The Union may be allowed up to four (4) days
43 leave for Union business, subject to availability of a substitute and with seven (7) days
44 advance notice to the supervisor and Human Resources. The Union shall pay the cost of
45 the substitute.
46

47 **Section 12. Washington State's Paid Family and Medical Leave** – The District
48 will pay the employer premium and employees will pay the employee premium required
49 to implement the State's paid family and medical leave law. Effective January 1, 2020,
50 employees will have access to the benefits as described in the law.
51

1 **Section 13 – Return to Work** – Prior to returning to work from a health-related leave
2 that is not due to a work-related injury, an employee may be required to satisfactorily
3 complete a physical assessment of their ability to perform the physical requirements of
4 their position. Upon satisfactory completion of the physical assessment and return to
5 work, the District shall pay for the employee’s time to travel to/from and complete the
6 physical assessment.
7

8 9 **ARTICLE 14 – PROMOTIONS AND TRANSFERS**

10
11 Promotions and transfers within Food Services will be subject to the following
12 procedures.
13

14 **Section 1. Notice of Promotional Opportunities** - Employees will be advised of all
15 promotional opportunities through an announcement of position vacancy by the Human
16 Resources Office. The announcement will be posted for a minimum of five (5) working
17 days prior to the selection of a candidate. Such announcement will include the job title,
18 a description of the duties and responsibilities, and the rate of pay. The Union will be
19 provided a copy of such announcement. Employees may access information about all
20 other District positions on the District’s website and job line.
21

22 **Section 2. Application** - Individual employees seeking promotion shall apply for the
23 position and qualified applicants will be interviewed.
24

25 **Section 3. Factors to be Considered** - Consideration shall be given to each
26 applicant as to qualifications and performance. Where ability and job performances are
27 substantially equal, classification seniority shall prevail for transfers and bargaining unit
28 seniority shall prevail for promotions.
29

30 **Section 4. Notification of Decision** - Notification of selection or rejection with stated
31 reasons will be made to each interviewed applicant.
32

33 **Section 5. Probation Period After Promotion** - Employees promoted shall be on a
34 probationary status for a period not to exceed ninety (90) calendar days. Prior to ninety
35 (90) calendar days, the employee may be returned to former or comparable position.
36 The employee will receive the higher rate of pay during the probationary period.
37

38 **Section 6. Criteria for Selection** - Management reserves the right to determine the
39 qualifications, ability and performance of candidates for selection to positions. Ability
40 and performance shall be determined on the basis of job skills, past performance, on-
41 the-job initiative and judgment in matters related to the position. The individual who in
42 the objective judgment of management, is best qualified in terms of these factors shall
43 be selected for the position. Selection shall be based upon objective factors related to
44 the position which shall be reflected in the job announcement posting. When two (2) or
45 more candidates are equally qualified, the candidate with the most classification seniority
46 will be selected for transfers and the candidate with the most bargaining unit seniority
47 will be selected for promotions.
48

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

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

8 **C.** If, at the end of a leave, an employee on leave does not return, or does
9 not return to their position, their position (that was posted as a leave-replacement
10 position) will be reposted and the person working the position will have to apply for the
11 permanent position, if desired.
12

13 **ARTICLE 15 - RETIREMENT**

14
15
16 **Section 1. SERS Retirement System** - All employees must mandatorily belong to
17 the School Employees Retirement System (SERS) and retirement will be governed by
18 the Rules and Regulations of said system.
19

20 **Section 2. Vacation Adjustment Upon Retirement** - At the time of retirement the
21 District will grant ten (10) additional vacation days after ten (10) or more years of service.
22

23 **ARTICLE 16 - EMPLOYEE NOTIFICATION**

24
25
26 The District agrees to notify all employees covered by this agreement as to their
27 employment status within the District for the ensuing school year prior to July 15.
28

29 **ARTICLE 17 - TERMINATION OF EMPLOYMENT**

30
31
32 **Section 1. Notice by District** - Termination of employment under normal
33 circumstances should require not less than fifteen (15) calendar days notice be given the
34 employee.
35

36 **Section 2. Notice by Employee** - Employees shall give not less than fifteen (15)
37 calendar days notice to the Shoreline School District prior to their termination of
38 employment.
39

40 **Section 3. Termination During Probation Period** - Probationary employees may be
41 terminated by the District at any time during the probationary period of the first ninety
42 (90) working days without right of appeal unless otherwise mutually agreed. The reason
43 for the dismissal shall be filed in the employee's personnel file and sent to the Union.
44

45 **Section 4. Paid Administrative Leave** – The District has the right to place an
46 employee on paid administrative leave, subject to the following conditions:
47

48 **A. Purpose of Administrative Leave** - The purpose of administrative leave
49 is to remove an employee from the workplace during the pendency of an
50 investigation and/or until discipline is imposed. Administrative leave is paid leave
51 and non-disciplinary in nature.
52

1 **B. Reasons For Administrative Leave** - Administrative leave will be used
2 only when the District believes the employee's continued presence in the
3 workplace could threaten or endanger children, self, or others, disrupt the
4 educational or work environment, or interfere with an investigation.
5

6 **C. Determination of Need for Administrative Leave** - Due to the limited
7 circumstances where administrative leave is necessary, the decision to place an
8 employee on paid administrative leave will be made by the Executive Director of
9 Human Resources (or her/his designee, if the Executive Director of Human
10 Resources is unavailable) in consultation with the Superintendent or designee.
11

12 **D. Onset of Investigation** - The District will make every effort to begin the
13 investigation as quickly as possible after placing the employee on paid
14 administrative leave.
15

16 **E. Notice to Union** - The District will notify a Union representative upon
17 placing an employee on administrative leave. The employee may request union
18 representation at any time in the investigative process.
19

20 **Section 5. Progressive Discipline** - The District will practice administrative
21 discipline for cause when said action is required to maintain employment standards as
22 established by this Agreement and District policies. Disciplinary action shall be
23 progressive based upon just and sufficient cause, with written communication to the
24 employee.
25

26 **Section 6. Notification of Discipline** - Any employee disciplined or discharged for
27 just cause shall be given a written notification by the District within ten (10) calendar
28 days of the action. A copy shall be placed within the personnel file of the employee with
29 a copy to the Union. The employee may elect to submit a grievance under 22.0,
30 following said action.
31

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

33
34
35 **Section 1. Potential Causes for Reduction-in-Force** - The District may reduce-in-
36 force under the following circumstances:
37

- 38 A. Lack of work; and or
39 B. Lack of funds; and/or
40 C. Good faith reorganization, which results in there being fewer positions
41 than people.
42

43 **Section 2. Notification to Union** - The District will provide written notification to the
44 Union of the potential for reduction-in-force, as early as possible following the District's
45 determination of program needs. Such notification will identify the affected
46 classifications, locations of at-risk positions, and number of employees affected.
47

48 The Union reserves the right to bargain with respect to the impact of the potential
49 reduction-in-force.
50

51 **Section 3. Notification to Affected Employees** - Employees who serve in positions
52 which have been identified as at-risk for reduction-in-force, shall be notified in writing of

1 the potential for reduction, the anticipated effective date, their bumping rights and the
2 opportunity to participate in the Recall Pool.

3
4 The District shall provide such written notice at least thirty (30) calendar days in advance
5 of the effective date of the reduction or lay-off. The District shall provide concurrent
6 notification to the Union office.

7
8 **Section 4. Bumping** - Employees serving in at-risk positions shall have the right to
9 exercise seniority as follows:

10
11 **A.** Layoffs will occur with the least senior member of the bargaining unit being laid
12 off first. Bargaining unit seniority shall determine the order of layoff and bumping (see
13 Article 4.5.B).

14
15 **B.** An employee whose position has been eliminated has the choice first to bump
16 any other employee having less seniority within his/her own job title, without
17 benefiting.

18
19 **C.** Second, the affected employee may bump any employee in a lower classification
20 without benefiting, except that the Cook job title must meet the qualifications of the
21 elementary Kitchen Lead and all job titles must meet the qualifications of the pan
22 route/food truck driver job title.

23
24 **D.** The provisions above do not negate the requirement to first post and award
25 vacant positions to transfer candidates from within the classification, and internal
26 promotional candidates from within the classification series. However, employees
27 whose position has been eliminated may select the vacant position if he/she has
28 greater or equal seniority than the transfer and/or promotional candidates.

29
30 **E.** In the event no options were available as provided in the foregoing sections, the
31 affected employee shall be offered the opportunity to fill any vacant SEIU
32 represented positions for which they meet the minimum qualifications. When more
33 than one (1) at-risk employee qualifies for the vacant position, the position shall be
34 awarded to the employee with the greater SEIU seniority.

35
36 This provision does not negate the requirement to first post and award vacant
37 positions to transfer candidates from within the classification, and internal
38 promotional candidates from within the classification series. At-risk employees may
39 only be offered such positions after the usual processes have been exhausted.

40
41 **F.** In the event no options were available as provided in the foregoing sections,
42 the at-risk employee shall be offered the opportunity to fill any other vacant District
43 positions for which they meet minimum qualifications. When more than one (1) at-
44 risk employee qualifies for the vacant position, the position shall be awarded to the
45 employee with the greater District-wide seniority. It is agreed and understood that
46 this option may not be available for all vacant District positions.
47 Eligibility/consideration for some positions may be restricted by provisions in other
48 Collective Bargaining Agreements or individual student/programmatic needs for
49 students qualifying for Special Programs.

50
51 **Section 5. Recall Pool** - Employees who have been notified of their reduction or lay-
52 off, may request placement in the Recall Pool by notifying the Human Resources office

1 within fifteen (15) working days of the effective date of the reduction or lay-off. Recall
2 shall be made on the basis of classification seniority.
3

4 Employees who accept a lesser position or hours in lieu of lay-off will retain all rights to
5 remain on the recall list for the classification from which they were reduced/laid-off.
6

7 Employees shall be eligible for recall for a period of eighteen (18) months from the
8 effective date of their reduction/lay-off.
9

10 **Section 6. Recall From Reduction/Lay-off** - Employees impacted by reduction-in-
11 force (RIF) shall be notified by certified letter and a telephone call of new job openings
12 within the employee's classification. The employee must respond within ten (10)
13 calendar days of their receipt of the certified letter or telephone call, whichever is sooner,
14 or they will not be considered for the position.
15

16 In addition, the District will send notification of all SEIU represented positions via regular
17 mail.
18

19 **Section 7. Refusal of Re-employment** - Refusal of re-employment after two (2)
20 offers of a position with comparable pay/position/hours from which the employee was
21 reduced/laid-off will result in the employee being placed at the bottom of the recall list.
22

23 **Section 8. Address Changes** - It shall be the employee's obligation to keep the
24 Human Resources office informed of any change in address and telephone number to
25 ensure that the District can provide timely notification of re-employment opportunities.
26

27 **Section 9. Ties In Seniority** - In cases where more than one (1) employee has the
28 same seniority date, the order of seniority will be determined by lottery. A representative
29 from the Human Resources office and an SEIU Shop Steward will supervise such
30 lottery. Affected employees shall have the right to be present for the lottery.
31

32 **Section 10. Restoration of Seniority and Benefits Upon Reinstatement** - All
33 employees who are recalled from reduction/lay-off shall assume their previous
34 accumulated seniority for all purposes, and benefits.
35

36 **Section 11. Employee Right to Revert to Layoff** - In the event an employee has
37 accepted a position in a new classification in lieu of lay-off, and s/he determines that
38 they do not feel they can continue in the position for any reason, s/he shall be allowed to
39 take a voluntary lay-off without penalty and with full recall rights.
40

41 **ARTICLE 19 - CHANGE IN HOURS**

42

43
44 **Section 1. Base Assignment for Work Year** - Employee base assignments for the
45 Shoreline food service operation will be made by August 1st of each year. However, it is
46 understood that assignments may change subsequent to August 1st based on
47 operational needs. The base assignment shall state the employee's classification,
48 location, and number of hours per week. In the event a reduction in hours greater than
49 fifteen (15) minutes from the previous year's base assignment is necessitated, the
50 procedure as provided in Article 18 will be followed.
51

52 **Section 2. Maintenance of Initial Base Assignment During Work Year** - During
53 the current work year an employee's base assignment shall not be reduced below the

1 initial base hours per week except in case of reduction or elimination of a program. The
2 procedures provided in Article 18 will be followed in such instances where the individual
3 employee's reduction amounts to more than 20% of the initial base hours assigned. For
4 the purpose of the following year's base assignment the initial base assignment hours
5 shall govern.

6
7 **Section 3. Temporary Increases in Base Hours** - Employee assigned base hours
8 may be increased during the school year on a temporary basis, when such increase is
9 necessitated by the requirements of the program. The procedures provided in Article 18
10 need not be followed in such instances.

11 12 **Section 4. Breakfast Program**

13
14 **A. Temporary Hours** - Breakfast program positions are considered
15 "temporary hours" for all purposes except after November 1st of each school year
16 these hours will be regular hours for that school year for the purposes of the
17 application of Article 18.

18
19 **B. Classification Level** - Each Breakfast Program will be staffed with a
20 Kitchen Lead, as described in Article 3, Section 6. Additional time or employees
21 will be added for any program which averages more than 65 students over a four
22 (4) week period. Additional student supervision will be provided by the District for
23 any program which averages more than 50 students over a four (4) week period.

24 25 **C. Selection of Breakfast Assistants:**

26
27 **(1) Within the School Site** - Breakfast Program hours will be offered
28 first to staff in the same classification within the school site based on
29 bargaining unit seniority within the school.

30
31 **(2) District-wide within the Same Classification** - If school
32 employees in the same classification decline the offer of Breakfast
33 Program hours, the hours will be offered District wide for employees in
34 the same classification. Selection will be based on District-wide within the
35 bargaining unit.

36
37 **(3) If No Applicants within the Same Classification** - If no employees
38 within the same classification, District-wide, accept the temporary
39 Breakfast Program hours, the temporary Breakfast Program hours will be
40 posted as a promotional per Article 14 of this collective bargaining
41 agreement.

42 43 44 **ARTICLE 20 - PERSONNEL FILE**

45
46 **Section 1. Personnel File** - Official personnel files shall be maintained in the Human
47 Resources office. Employees shall have the right to review their personal file with
48 reasonable notice, and they shall be entitled to copies of the contents upon request.
49 Employees may add a rebuttal statement to any disputed item(s) contained in the file,
50 which shall be attached to the document(s) in question and retained in the file.

51
52 **Section 2. Inspection of Personnel File** - An employee shall be allowed to
53 authorize inspection of his/her personnel file to a representative of the Union by
54 submitting a written request to the Human Resources Office.

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

4 **Section 4. Retention of Letters of Reprimand** - Letters of reprimand shall be
5 removed from the personnel file, upon request, provided that one (1) year has elapsed
6 and no further disciplinary action has occurred during that period of employment.
7

8 **Section 5 Letters of Commendation** - Letters and other memoranda of
9 commendation, whether received from the District or outside parties, shall be retained in
10 the employee's official personnel file.
11

12 **Section 6. Health / Medical Records** - Health and medical records of employees
13 shall be maintained in the Human Resources office. Such files are entirely separate and
14 distinct from the employee's personnel file. No information "other than routine leave
15 request and return to work forms," pertaining to the employee's health or medical
16 conditions will be kept in Personnel files or Supervisor's files.
17

18 **Section 7. Access to Information by Outside Parties** - In the event a public
19 disclosure request is received from an outside party seeking to access an employee's
20 personnel files or records, the District will immediately inform the employee of the
21 identify of the requesting party, the nature and scope of the request.
22

23 **ARTICLE 21 - EMPLOYEE RIGHTS**

24

25
26 **Section 1.** The District shall provide for the defense of an employee in any civil suit
27 wherein the complaint charges the employee with negligence and/or gross negligence
28 (1) in performing or failing to perform his or her pre-assigned and/or customary duties, or
29 (2) in the performance of any act to protect school property, to prevent injury to persons
30 on school grounds or at school functions, to maintain student discipline or control on
31 school grounds, or at school functions, or in performing other similar services for the
32 District if the employee acts in good faith and has reasonable grounds to believe that he
33 or she has authority to act for the District under the particular circumstances.
34

35 **Section 2.** The District shall provide sufficient legal protection not only to employees
36 who seek to render services to the District in performing regular duties, but also those
37 who act expeditiously in uncommon situations to further the District's purpose. The
38 District shall provide employees the full protection of the District's present liability
39 insurance. The limiting factors to this paragraph are (1) the defending of the suit shall
40 not be inconsistent with the terms and conditions of the District's present liability
41 insurance; (2) in the event the claim is in excess of the District's present insurance
42 coverage, the employee must provide his/her own defense as to the excess; and (3) the
43 employee must cooperate in the defense of the suit as provided in the liability insurance
44 policies.
45

46 **Section 3. Video Cameras** – The District will not install video cameras for the
47 general purpose of evaluating or monitoring employee performance, but rather to record
48 vandalism, theft, destruction or misuse of District property, or unsafe actions on District
49 property. Employees will be notified of the locations of such cameras upon request.
50
51
52

1 **ARTICLE 22 - PERFORMANCE EVALUATIONS**

2
3 **Section 1. Purpose of Performance Evaluations** – The parties agree that
4 performance evaluations are intended to be a constructive tool to enhance
5 communication and understanding between the employee and the administrator.
6 Performance evaluations shall not be used as a substitute for progressive discipline or
7 corrective action. Kitchen Lead and Central Kitchen Manager shall be evaluated under
8 the same provisions and dates by the Supervisor administrator for Food Services.
9 Kitchen Lead and Central Kitchen Manager will be responsible for providing input to the
10 Food Service administrator who will evaluate all employees under his/her supervision.
11

12 **Section 2. Timely Notification of Deficiencies** – Employee shall be given timely
13 notification of performance deficiencies, and afforded a reasonable and customary
14 amount of training, support, and time to demonstrate improvement.
15

16 **Section 3. Probationary Evaluations** – Probationary employees shall receive
17 feedback on an informal basis of the probation period. At the conclusion of the
18 probationary period, the employee will be formally evaluated using the same procedure
19 as is used for the annual regular employees.
20

21 **Section 4. Annual Evaluations** – All regular employees shall be evaluated annually
22 no later than June 1st of each year.
23

24 **Section 5. Evaluation Forms** – The performance evaluation form may be revised
25 upon mutual agreement of the District and the Union.
26

27 **Section 6. Conflict of Interest** – No bargaining unit member shall conduct the
28 performance evaluation of another bargaining unit member. However, a lead employee
29 may provide input to the supervisor about the performance and training needs of
30 employees who they are assigned to lead.
31

32 **Section 7. Lack of Performance Evaluations** – When performance evaluations are
33 used as a means of qualifying/competing for transfer or promotion, and the applicant did
34 not receive a performance evaluation for a relevant time period, said employee shall be
35 assumed to have met or exceeded expectations in all performance dimensions for the
36 evaluation periods in question.
37

38
39 **ARTICLE 23 - OPTIONAL PAYROLL DEDUCTION**

40
41 The Payroll Department will deduct union dues, including any additional amount the
42 employee voluntarily authorizes for deduction for political purposes, Washington State
43 Employees' Credit Union and other District-approved deductions for employees
44 requesting such a deduction.
45

46
47 **ARTICLE 24 - GROUP INSURANCE**

48
49 Beginning January 1, 2020, the language in Sections 1 through 10, below, shall expire
50 and be replaced by Section 11 "School Employees Benefits Board (SEBB) Program".
51

1 **Section 1. Group Insurance (Basic)** - Each employee working twenty (20) or more
2 scheduled hours per week is eligible to participate in the District's Basic Group Insurance
3 Program.
4

5 **Section 2. District Contribution** - Each month, the District shall provide the monthly
6 amount identified in the state appropriations act plus \$29.00 for each benefit-eligible
7 Employee of the bargaining unit (regardless of the source of funds used to pay each
8 Employee's salary), prorated on the basis of the Employee's full-time equivalency (FTE).
9 For the purposes of this Article, a full-time employee is any employee working 1,440 or
10 more regularly scheduled hours during the school year. Benefit eligible employees
11 regularly scheduled to work less than 1,440 hours per year shall receive a prorated
12 share of the District contribution.
13

14 **Section 3. Mandatory Group Insurance Plans** - The cost of mandatory group
15 insurance plans mutually approved by the District and Union (dental, vision, term life
16 insurance which pays the annual salary of the employee and long-term disability - if
17 applicable) will be subtracted from the District contribution (identified in Section 2 of this
18 Article (above) each month, and the remainder will be applied toward any mutually-
19 approved medical insurance plan selected by the Employee. Any remaining portion of
20 the medical insurance premiums will be deducted from the Employee's salary warrant.
21

22 **Section 4. Calculation and Distribution of the Insurance Pooling** - Any portion of the
23 Employee's insurance allocations remaining after subtracting the cost of mandatory and
24 medical insurance premiums will be pooled for the sole benefit of other bargaining unit
25 Employees with out-of-pocket medical insurance premium costs. This monthly pool
26 amount will be calculated in October, and then re-calculated in April of each year (for
27 distribution during the months following such months). Each month, each Employee with
28 out-of-pocket costs will be credited with an equal dollar amount of the pool up to the total
29 cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted,
30 whichever comes first (commonly referred to as "pooling by rounds").
31 The amount of the mandatory employer taxes not expended by the District due to
32 employee participation in a Section 125 individual medical savings account shall be
33 added to the insurance pool. This amount shall be calculated based on elections which
34 take effect January 1 of the current school year.
35

36 **Section 5. Health Care Authority Subsidy** - The District shall not use any portion of
37 the pool for the payment of the monthly Health Care Authority (HCA) subsidy required by
38 the state or any other cost, unless all Employee out-of-pocket premium costs are
39 covered for that particular school year.
40

41 **Section 6. Pooling Information** - Each year, the District shall provide a report to the
42 Union identifying the amount of the pool, an explanation how the insurance pool amount
43 was calculated and the amounts distributed to Employees. In accordance with its right
44 as a collective bargaining agent under state law, the Union may receive any further
45 financial information substantiating these figures from the District upon request.
46

47 **Section 7. Shared Insurance Allocation with Spouse or Domestic Partner Also**
48 **Employed by District** - An employee whose spouse/domestic partner also is a District
49 employee eligible for a District insurance contribution may combine his or her insurance
50 allocation with that of his or her spouse/domestic partner for the purchase of a single
51 insurance plan to offset the employee's out-of-pocket costs for medical insurance
52 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.

Section 11. School Employees Benefit Board (SEBB) Program:

Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement when collecting the employee premiums which will be paid to the health care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District will provide benefits to employees, to include those benefits offered through SEBB, and at a minimum including the following:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HAS) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

Eligibility:

All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or

1 more in an eligibility year, so long as they maintain an employee/employer
2 relationship.

3
4 Should an employee who previously was not expected to be eligible for benefits
5 under SEBB work 630 hours in one year, the employee will become eligible for
6 benefits to begin the month after the attaining 630 hours.

7
8 When an employee is hired into a position that would qualify for benefits if filled
9 for the full eligibility year, and there are not enough days remaining in the year to
10 achieve 630 hours, that employee will be provided with benefits coverage.

11
12 Any employee who has worked 630 hours in the previous two years and is
13 returning to a similar position(s) at the same or greater FTE will be deemed
14 eligible for benefits.

15
16 All compensated hours in any position within the district shall count for purposes
17 of establishing eligibility.

18
19 **Benefit Enrollment and Continuity of Coverage:**

20
21 In the month of September, benefit coverage for eligible employees begins their
22 first day of work, so long as the employee works on or before the first day of
23 school. For all other eligible employees, benefit coverage will begin the first day
24 of the month which follows the employee's first day of work.

25
26 **Leaves:**

27
28 Paid leave hours shall count towards eligibility for benefits under this section.
29 Benefit eligibility for employees who go on unpaid leave shall be determined
30 through SEBB eligibility criteria.

31
32 An employee on approved leave under the federal Family and Medical Leave Act
33 (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue
34 to receive the employer contribution for insurance coverage in accordance with
35 the federal FMLA or RCW 50A.35.020.

36
37 **Benefit Termination:**

38
39 Any employee eligible for benefits who terminates the employee/employer
40 relationship shall continue to receive benefits through their final month of
41 employment.

42
43
44 **ARTICLE 25 - GRIEVANCE PROCEDURE**

45
46 **Section 1. Grievance Definition** - In the event that any difference arises between
47 Shoreline School District and the Union, any employee, or any group of employees
48 concerning the interpretation, application, or compliance with the provisions of this
49 agreement, such differences shall be deemed to be a grievance and shall be settled only
50 in accordance with the grievance procedure set forth herein. Prior to filing a formal
51 grievance, the employee shall first discuss the grievance with his/her immediate
52 supervisor within ten (10) working days of the occurrence or knowledge of the
53 occurrence. Every effort shall be made at this level to resolve the concern prior to a
54 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 fifteen (15) working days of the meeting with the supervisor described in Section 1, to the immediate supervisor for reconsideration with copies transmitted by the Union to the Director of Human Resources of the Shoreline School District. A meeting will be scheduled within five (5) working days of receipt of the written grievance. These parties, within ten (10) working days of the Step 1 meeting, 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 fifteen (15) working days of the Step 1 written grievance response, submit the Step 2 written grievance to the Director of Human Resources. A meeting will be scheduled within five (5) working days of receipt of the Step 2 grievance. These parties, within ten (10) working days of the Step 2 meeting, shall submit a written statement as to the disposition of the grievance.

Step 3. Superintendent or Designee: If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within fifteen (15) working days, submit the written grievance to the Superintendent or designee. A meeting will be scheduled within ten (10) working days of receipt of the written Step 3 grievance. These parties, within ten (10) working days from the Step 3 meeting, 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.

1 **Section 4. Union Rights** - The Union shall have an opportunity to be present at all
2 grievance meetings.
3

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

12 **ARTICLE 26 - UNION RIGHTS STATEMENT**

13

14 **Section 1. Union Recognition**

15

16
17 SEIU 925 is recognized as the official employee Organization and exclusive bargaining
18 representative for all food service employees in Shoreline School District.
19

20 The District agrees that the Union has the legal right to encourage all employees in
21 positions represented by this Agreement to become and remain members in
22 good standing of the Union, and the Union accepts its responsibility to represent all
23 certificated employees in the bargaining unit regardless of membership status.
24

25 These rights are agreed to by the District and the Union for the purpose of
26 maintaining a professional relationship between the parties to this Agreement.
27

28 **Section 2. Union Membership**

29

30 It is the expectation of both Parties that the District and all of its agents and
31 representatives shall remain neutral on the issue of union membership and respect all
32 employees decision to join and maintain membership in the Union.
33

34 On September 1 of each contract year the Union shall provide a full and complete list of
35 bargaining unit employees who are current members of the Union to the District. The
36 Union shall provide the District with updates, additions, and/or other changes in
37 membership status as soon as practical but on at least a monthly basis thereafter.
38

39 **Section 3. Notification**

40

41 The District shall provide notification to the Union of any new employee covered by
42 this collective bargaining agreement. This notification shall include the name,
43 assignment, work location, date of hire, and all personal contact information
44 known by or provided to the district, unless the employee has explicitly requested the
45 District not share personal contact information. This notification shall occur within
46 twenty-four (24) hours of the Board hiring date for regular employees and include all
47 daily substitutes hired since the last list provided to the Union.
48

49 **Section 4. New Employee Orientation**

50

51 The Union will be provided the opportunity to meet with new employees for a minimum
52 of thirty (30) minutes of paid time, during the new employee orientation process. In
53 the event an employee is hired after the initial orientation period, the District will

1 provide the Union with an opportunity to meet with the new employee for a minimum of
2 thirty (30) minutes of paid time. This access will occur during the new employee's
3 regular work hours, at the employee's regular worksite or at a location mutually agreed
4 upon by the District and the Union, so long as it does not interrupt instruction. No
5 employee may be mandated to attend the meetings or presentations.

6
7 Orientation materials distributed by the District shall include union membership
8 applications and union orientation materials. It shall be the Union's responsibility to
9 provide the District with sufficient copies of such materials.

10 11 **Section 5. Dues and COPE Deductions**

12
13 The District agrees to deduct, from the pay warrant of employees who have
14 authorized it, the Union membership dues as established by the Union. Authorization
15 by the employee shall be on an approved form by the parties hereto and shall
16 provide for revocation of dues deduction by an individual employee.

17
18 In addition, the District agrees to deduct from the pay warrant of duly authorized
19 members of the Union's political program (COPE) the contributions as identified by the
20 Union beginning in the next pay period after receipt by the District of said employee's
21 authorization. Any deductions for political contributions subject to RCW 42.17A.495
22 shall be separately authorized in writing by the employee on forms that comply with
23 WAC 390-17-100, and be revocable by the employee at any time.

24
25 Upon request for verification, payroll deduction authorization cards shall be submitted to
26 the District from the Union showing all amounts to be deducted and the employee's
27 signature.

28 29 **Section 6. Membership Rescission**

30
31 Union members requesting to rescind membership and membership rights in the Union
32 shall make such request in writing to SEIU 925, following the SEIU 925 constitution and
33 bylaws, and any and all relevant conditions, policies and procedures. Providing such
34 conditions have been met, the Union shall inform the District of such employee's non-
35 member status consistent with the notification section of this Agreement.

36 37 **Section 7. Indemnification and Hold Harmless**

38
39 The Union agrees to indemnify and hold harmless the District from any and all claims,
40 demands, suits, or other forms of liability that shall arise against the District for, or on
41 account of, any membership dues or COPE deduction made from the pay of a
42 bargaining unit member.

43 44 **Section 8. Public Disclosure Requests**

45
46 The District agrees to notify the Union and the affected employee(s) when it receives a
47 request for records or information containing personal information of, or pertaining to,
48 bargaining unit members unless there is an available exemption that would protect the
49 personal information of the employee(s) from disclosure. Such notice shall be provided
50 prior to the anticipated release date of the public records, to allow time for the Union
51 and/or employee(s) to exercise their rights under the Public Records Act of the State of
52 Washington.

1 **ARTICLE 27 - MANAGEMENT RIGHTS CLAUSE**

2
3 **Section 1.** Except to the extent specifically abridged by specific provisions of this
4 agreement, the Union recognizes the District's inherent and traditional right to manage
5 their business as has been their practice in the past. The Union recognizes the right of
6 the District to hire, suspend, transfer, promote, demote or discipline employees and to
7 maintain the discipline and efficiency of its employees; the right (which shall be
8 exercised as provided in the paragraph hereof relating to termination of employment) to
9 lay off, terminate or otherwise relieve employees from duty because of lack of work for
10 them to do, or for other reasons set forth in this contract, the right to establish and
11 change work schedules and assignments and to eliminate, change or consolidate jobs;
12 the right to direct the methods and processes of doing work, to introduce new and
13 improved work methods or equipment, and to assign work to outside contracts; the right
14 to determine the starting and quitting time and the number of hours to be worked; and
15 the right to make and amend such reasonable rules and regulations as it may deem
16 necessary for the conduct of its business; and to require their observance.
17

18 **Section 2.** The exercise of the District's right stated herein is an exclusive function of
19 management. The exercise of the Management Rights herein does not modify the
20 Union's right to appeal through the grievance procedure as set forth in this agreement
21 when such exercise violates the letter and intent of the agreement in the opinion of the
22 Union.
23

24 **Section 3.** The above statement of Management Rights is not intended to be
25 exclusive and shall not be construed to limit or exclude any historical or normal rights of
26 either Management or Union.
27

28 **ARTICLE 28 - SUBCONTRACTING**

29
30
31 **Section 1.** If the District shall propose to subcontract or otherwise change the
32 operation of the program covered by this agreement such that it is operated by any other
33 party, the District shall notify the Union of such proposal at least ninety (90) calendar
34 days prior to such sub-contract or change.
35

36 **Section 2.** The District shall also notify prospective subcontractors that preference in
37 employment of employees covered by this agreement shall be given to such employees
38 on the basis of seniority.
39

40 **Section 3.** The District shall make every effort to assure that any subcontracting or
41 other change shall not result in the lowering of working conditions or benefits of current
42 employees.
43

44 **ARTICLE 29 - SEVERABILITY**

45
46
47 **Section 1.** In the event that any provision of this Agreement shall, at any time, be
48 declared invalid by any court of competent jurisdiction, or through government
49 regulations or decree, such decision shall not invalidate the entire Agreement, it being
50 the express intention of the parties hereto that all other provisions not declared invalid
51 shall remain in full force and effect.
52

1 **Section 2.** If any provision of this Agreement is held to be contrary to law, the parties
2 by mutual agreement, within ten (10) working days, shall commence bargaining on said
3 provision.
4

5
6 **ARTICLE 30 - COMMITTEES**
7

8 **Section 1.** S.E.I.U., Local 925, and the Shoreline School District agree to establish a
9 Labor Management Committee for the purpose of seeking resolution on issues of
10 common concern.
11

12 **Section 2.** The District agrees to send one copy of the safety committee meeting
13 minutes to S.E.I.U., Local 925 representative for distribution among the bargaining unit
14 members.
15

16 **Section 3.** Whenever possible, employees will be released from work at their
17 appropriate rate of pay to attend District-required conferences or meetings. The District
18 will endeavor to schedule such conferences and meetings to maximize attendance.
19 Required meetings include, but are not necessarily limited to: Insurance Advisory
20 Committee, Safety Committee, and the Shoreline Employee Network (SLEN)
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29 *[The remainder of this page has intentionally been left blank.]*
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3 **ARTICLE 31 - ADOPTION AND RENEWAL**
4

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

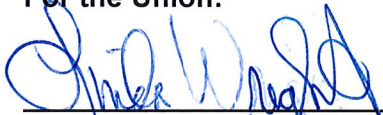
8 **Section 2.** A certified copy of this Salary Schedule and Provisions for Food Services
9 Employees, as adopted by the Shoreline Board of Directors, shall be forwarded to the
10 Service Employees International Union, Local #925.

11 **Section 3.** This Agreement shall take effect as of September 1, 2019 and shall be in
12 full force and effect until August 31, 2022. If either the Union or the District desires a
13 modification of this Agreement, the Agreement may be reopened by mutual consent.
14

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

17 Adopted by the Shoreline Board of Directors at its regular meeting of October 21, 2019.
18
19
20

21 **For the Union:**

22 
23
24

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

28 
29
30

31 Julie Bugai, Representative


32 
33
34

35 Jana Foti, Representative

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Debbie Potuzak, Representative

For the District:


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

Marla S. Miller
Deputy Superintendent


Darlene Mendoza, Director
Human Resources

Jessica Finger, Director
Food Services and Warehouse


Hannah Phillips, Food Services Supv.

COLLECTIVE BARGAINING AGREEMENT WITH SEIU, LOCAL #925
FOOD SERVICE BARGAINING UNIT

ATTACHMENT A

2019-20 SEIU FOOD SERVICE WAGE RATES					
	2019-2020				
CENTRAL KITCHEN POSITIONS	0 - 9 Yrs	10 - 14 Yrs	15 - 19 Yrs	20 - 24 Yrs	25+ Yrs
Central Kitchen Manager	\$ 28.41	\$ 28.71	\$ 29.01	\$ 29.16	\$ 29.41
Cooks	\$ 21.09	\$ 21.39	\$ 21.69	\$ 21.84	\$ 22.09
Salad & Sandwich Makers	\$ 19.74	\$ 20.04	\$ 20.34	\$ 20.49	\$ 20.74
SCHOOL-BASED POSITIONS	0 - 9 Yrs	10 - 14 Yrs	15 - 19 Yrs	20 - 24 Yrs	25+ Yrs
Secondary Kitchen Lead	\$ 21.85	\$ 22.15	\$ 22.45	\$ 22.60	\$ 22.85
Elementary Kitchen Lead	\$ 21.09	\$ 21.39	\$ 21.69	\$ 21.84	\$ 22.09
Food Service Assistants	\$ 19.25	\$ 19.55	\$ 19.85	\$ 20.00	\$ 20.25
ADDITIONAL CENTRAL POSITIONS	0 - 9 Yrs	10 - 14 Yrs	15 - 19 Yrs	20 - 24 Yrs	25+ Yrs
Kitchen Support	\$ 23.58	\$ 23.88	\$ 24.18	\$ 24.33	\$ 24.58
Pan Route/Food Truck Driver	\$ 20.79	\$ 21.09	\$ 21.39	\$ 21.54	\$ 21.79
Substitute Rates	ALL				
Cooks	\$ 16.95				
All Others	\$ 14.25				