



**ISSAQUAH
SCHOOL DISTRICT 411**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ISSAQUAH SCHOOL DISTRICT

AND

UNITED CLASSIFIED WORKERS OF WASHINGTON

ISSAQUAH CHAPTER

(FOOD SERVICE)

SEPTEMBER 1, 2018 – AUGUST 31, 2021

TABLE OF CONTENTS

ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT	1
1.4 Bargaining Unit Work.....	1
1.5 Supported Employment	1
ARTICLE II – MANAGEMENT RIGHTS.....	2
ARTICLE III – RIGHTS OF THE EMPLOYEES	2
ARTICLE IV – RIGHTS OF THE UNION.....	3
4.6 Union Access	3
4.7 Bulletin Boards	3
ARTICLE V – CONSULTATION AND NEGOTIATIONS	4
ARTICLE VI – UNION REPRESENTATION	4
ARTICLE VII – HOURS OF WORK – OVERTIME	5
7.1 Workweek.....	5
7.1.1 Food Service Calendar.....	5
7.2 Workshift	5
7.2.2 Overcontracting Hours.....	5
7.3 Rest Periods.....	6
7.4.1 Floater Position	6
7.5 Minimum Shifts.....	6
7.8 Special Programs	6
7.8.1 Banquets	6
7.9 Duty Call.....	7
7.10 Report Pay	7
7.11 Overtime.....	7
7.12 Kitchen Overtime Contracted Pool	7
ARTICLE VIII – HOLIDAYS	
8.1.2 Worked Holidays	8
8.1.3 Worked Holidays	8
8.2 Vacation Pay	8
ARTICLE IX – LEAVES	
9.1 Illness, Injury, and Emergency Leave (Sick Leave).....	8
9.1.2 Emergency Leave	9
9.2 Illness and Injury	9

9.4	Industrial Accident	9
9.4.2	Return to Work	9
9.5	FMLA.....	9
9.6	Bereavement	9
9.7	Child Conference Leave	10
9.8	Maternity Leave	10
9.9	Judicial Leave.....	10
9.10	Personal Leave	10
9.11	Leave of Absence.....	11

ARTICLE X - PROBATION, SENIORITY AND LAYOFF PROCEDURES

10.1	Hire Date	11
10.2	Probation Periods.....	11
10.7	Reduction in Force	12
10.9	Temporary Job Openings.....	14

ARTICLE XI – SUBSTITUTES..... 15

ARTICLE XII – DISCIPLINE AND DISCHARGE OF EMPLOYEES

12.1.1	Disciplinary Action.....	15
12.2	Notification of Non-Annual Employees	16

ARTICLE XIII – ASSOCIATION MEMBERSHIP AND CHECKOFF

13.7	Check off	17
------	-----------------	----

ARTICLE XIV – GRIEVANCE PROCEDURE

14.2	Procedure.....	17
------	----------------	----

ARTICLE XV – PERFORMANCE EVALUATION

15.1	Evaluation.....	19
15.2	Unsatisfactory Performance	19
15.3	Evaluation Appeal	20

ARTICLE XVI – SALARIES AND EMPLOYEES COMPENSATION

16.6.1	Uniform Committee.....	22
16.7.2	Secondary Kitchen Managers	22
16.8	Employee Training Day	22
16.9	ASFSA Certification Stipend.....	22
16.10	Longevity Pay	22
16.12	Attendance Incentive	23
16.13.1	Salary Warrants	23
16.13.2	Direct Deposit Banking	23

PREAMBLE

This Agreement is made and entered into between the Issaquah School District No. 411 (hereinafter "District") and the United Classified Workers Union of Washington, Issaquah Chapter (hereinafter "Union").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated thereto, and in consideration of the mutual covenants contained herein, the parties agree to the following;

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.2 and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2. The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular part-time classified employees in the following general job classification: FOOD SERVICE, excluding all confidential, supervisory, and all other employees of the employer. Substitutes represented by the Union shall include only those employed by the District for more than thirty (30) days of work either within the current or immediately preceding school year. (See Article XI for a listing of those sections of this Agreement which pertain to such substitutes, other sections do not apply).

Section 1.3. The District will provide the Union with job descriptions for all employees subject to this Agreement. Modification of existing positions, or the creation of new positions, shall require reopening of this Agreement pursuant to Article XVII, Section 17.3, for salary of the new position only. If the District creates a new position or substantially changes the duties of an existing assignment, a new job description will be prepared. A copy of the job description will be sent to the Union, along with the salary classification, which the District has determined, is consistent with the District/Union classification criteria. The Union may, within five (5) working days, request that the classification be referred to negotiations. If there is no request to negotiate, the determined salary classification will stand.

Section 1.4. Bargaining Unit Work. The District agrees not to utilize any non-bargaining unit employee, volunteer, nor student help in such a manner as to decrease hours of work available to the food service staff except in an emergency situation.

Section 1.5. Supported Employment. The District and the Union agree to form a joint committee for the purpose of determining the process by which the district could hire Supported Employment Employees.

ARTICLE II
MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past. Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off, the right to establish, change and direct the methods and processes of doing work, to introduce new and improve work methods or equipment; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance. The exercise of the District's rights stated herein is an exclusive function of Management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation to employees of changes in procedures and causes for disciplinary action. Those services normally performed by the District personnel shall not be contracted out during the term of this agreement.

ARTICLE III
RIGHTS OF THE EMPLOYEES

Section 3.1. It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District.

Section 3.3. Employees subject to this Agreement have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4. Neither the District, nor the Union shall knowingly discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

ARTICLE IV
RIGHTS OF THE UNION

Section 4.1. The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2. The District shall promptly notify the Union with regard to any grievance that results in any disciplinary action or loss of pay to the employee at Step 1 of the grievance procedure. The Union may have an observer at hearings conducted by the District official or body arising out of a grievance and to make known the Union's views concerning the case.

Section 4.3. The District, as part of the general orientation of each new employee shall inform such employee of the availability of the Union Contract on the District website.

Section 4.4. The District shall allow a Union Representative up to thirty (30) minutes of time, within ninety (90) days of hire date, at each new Food Service employee's worksite. The thirty (30) minutes shall be within the employee's normal work hours but outside of food delivery to students.

Section 4.5. The Union reserves and retains the right to delegate any right or duty contained herein to the appropriate officials of the United Classified Workers Union of Washington.

Section 4.6. On or about the first day of November of each year during the term of this Agreement, the District shall provide the United Classified Workers Union of Washington with a roster of each employee in the bargaining unit. This roster shall contain name, address, assignment, hourly rate and hire date.

Section 4.7. Union Access. Any authorized representative of the Union shall have the right to visit employees within the bargaining unit subject to this Agreement at school facilities provided that such visit shall not interfere with nor interrupt normal operations. Such representatives shall check in at the Principal's office prior to such visitations.

Section 4.8. Bulletin Boards. The Union shall have the right to post notices of activities on the Food Service bulletin boards and/or on District e-mail. All other matters of Union concern can be placed on Food Service bulletin boards.

Section 4.9. Release Time. With ten (10) work days written advance notice to the Director of Food Service for approval, the Union Steward/designee shall be released from duties without loss of pay or benefits to attend Association business. The Association shall reimburse the District for the actual cost of substitute employees hired to replace the official. The Union Steward/designee shall be limited to a maximum of forty (40) hours per school year of release time.

ARTICLE V
CONSULTATION AND NEGOTIATIONS

Section 5.1. It is agreed and understood that the District and the Union have a mutual obligation to meet at reasonable times, to confer and negotiate in good faith and to execute a written agreement with the respect to grievances procedures and collective bargaining on personnel matters, including wages, hours and working conditions.

Section 5.2. Both the District and the Union recognize that all agreements reached through the negotiations process are tentative until ratified by the Board and the Union.

Section 5.3. In the event that reductions in the number of employees or hours assigned are required, the Union shall be consulted.

Section 5.4. The Union will, from time to time, as appropriate, be advised with regard to predicted workload and pricing change information.

Section 5.5. Evaluation forms which are used by the District for recording and conducting employee evaluation shall be furnished to the Union. Such forms shall be amended, altered, or new forms created, only after consultation with the Union.

Section 5.6 The District and the Union will form a Nutrition Education Committee with at least three (3) members appointed by each party. The first meeting shall take place prior to the start of the 04-05 school year. The committee will meet at least three (3) times per year to discuss issues of mutual concern such as competitive foods in the schools; nutrition of meals and other food items sold in the schools; and ways to educate students, staff, and parents regarding healthy food choices. This committee shall make recommendations to the superintendent and the Board regarding action plans to address these issues.

Section 5.7 Up to three members of the Union and up to three members of management shall be selected to constitute a Labor/Management Committee. The Committee shall meet as needed upon request by either party during the school year to discuss matters of a mutual interest pertaining to the application of the collective bargaining agreement and/or labor/management relations.

ARTICLE VI
UNION REPRESENTATION

Section 6.1. Representatives duly authorized by the Union may participate during working hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the district. (Such activities will result in a loss of pay if they are in conflict with regular duties unless specific approval has been authorized for particular meetings).

Section 6.2. Union representatives shall represent the Union and employees in meeting with officials of the District. They may receive and investigate grievances and thereafter advise employees of rights and responsibilities outlined in this Agreement.

ARTICLE VII

HOURS OF WORK - OVERTIME

Section 7.1. Workweek. The workweek shall consist of those days during the week when school is in session and lunches are scheduled to be served. For those employees scheduled to work a full school year, the District agrees to guarantee that such employees will be scheduled to work the full FOOD SERVICE CALENDAR, and that the days of work scheduled on the FOOD SERVICE CALENDAR at the employee's regularly scheduled workshift and pay rate shall not be reduced during the balance of the year except in response to a loss of income below the level projected. This section is subject to the provisions of Article XII, Discipline and Discharge.

Section 7.1.1. Food Service Calendar. The Food Service Calendar shall be based on the annual student calendar. Once the student calendar is established, actual number of workdays shall be determined and a fixed number of workdays per year shall be guaranteed, **subject to the exceptions stated in this paragraph.** The Food Service Calendar shall be made available to each kitchen at the beginning of the school year. It is understood that the working calendars for elementary, middle and high school may be different. It is also understood that these days may be reduced by the number of non-serving days that result from emergencies or other District needs, as long as those occurrences do not reduce the Food Service Calendar for any given area by more than three (3) work days. If days are to be changed by more than three (3) days, this section will be reopened for negotiations. In the event that individual schools are closed for emergencies after the annual calendar has been established, and these days are not scheduled to be made up at a later date, time missed due to these closures may be reported as paid emergency days by the employee under the provisions of Clause 9.1.2 below or taken as unpaid days. Such use of emergency days or unpaid days shall not be counted against an employee's Attendance Incentive.

Section 7.2. Workshift. With the exception of the Floater position, each employee shall be assigned a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks.

Section 7.2.1. All employees shall be paid for all authorized hours worked (authorization shall be presumed in cases where failure to do the work would result in bodily harm or loss of property).

Section 7.2.2. Overcontracting Hours. The Food Service Director may, from time to time, authorize additional hours beyond the normal work shift. Any such hours will be paid at the employee's regular hourly rate, or at overtime when appropriate. When the employee is required to work additional time of at least fifteen minutes per day for at least thirty (30) out of forty (40) consecutive work days, the employee's contracted normal work shift and FTE shall be adjusted to reflect the increase except for staff filling temporary positions. Employees are to write the additional hours on their timecard for verification purposes. Such required change shall take effect within five days.

Section 7.3. Rest Periods. Each employee shall be given one fifteen (15) minute rest period with pay during any work period of four (4) hours or more.

Section 7.3.I. Each employee shall be given a thirty (30) minute meal period without pay during any work period of five (5) hours or more.

Section 7.4. Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification. Whenever an employee is requested to perform substantial duties in two (2) or more job classifications, on the same shift, such employee shall be compensated at the higher job classification's rate of pay.

Section 7.4.1 Floater Position. This position is contracted at a minimum of five (5) hours per day. The Floater is notified the day the position becomes available as to the location that needs to be filled.

Section 7.5. Minimum Shifts. The minimum shift for a Kitchen Manager and Baker with two (2) school responsibilities shall be six and one-half (6 ½) hours.

Section 7.5.I. The minimum shift for Kitchen Managers shall be five (5) hours; Bakers - five (5) hours; Cashiers and Food Carriers - three (3) hours; Assistants - two (2) hours.

Section 7.5.2. Managers may have ¼ hour more than the Baker in the same kitchen outside the operation of the National School lunch program. The Manager has first right of refusal for any additional time. The refusal for additional time must be in writing on an annual basis. Additional time may then be given to the Baker to be renewed annually.

Section 7.6. The District will endeavor to make nineteen (19) lunches per hour the working criterion rate. When the meals per hour exceeds nineteen (19) or more for twenty (20) out of thirty (30) work days, and if the Kitchen Manager believes that the additional help is needed, they will submit a written request to the District's Director of Food Service requesting a meeting to discuss the issue. It is also understood that if additional help is given, the meals per hour will remain at least at nineteen (19).

Section 7.7. Employees shall not be required to sweep or mop floors, or do other janitorial duties.

Section 7.8. Special Programs. Summer School Food Service rates shall be determined by the Director of Food Services. This rate shall not be less than that which would be paid based on the salary schedule of this Agreement.

Section 7.8.1. Banquets. When the opportunity to work an event requiring food services becomes available, the assignment/s will be offered first to the kitchen staff of the host kitchen. If the assignment/s cannot be filled by the host kitchen, notification via email will be sent to all kitchens detailing the assignment including the location, approximate times staff will be needed, cutoff time and date to respond by if interested. It will be the Kitchen Managers responsibility to post the email in a place where everyone is sure to see it. People interested in the event assignment will notify the Food Services office. Immediately following the cutoff time, the job will be given to the most senior person who responded. The assignment will always go to the senior person who responds unless they have already worked an event in the same school year. In this case, the assignment will go to the most senior employee who has not yet worked an event in the current school year. A new school year starts the process from the beginning.

Section 7.9. Duty Call. If a regular employee is “called in” to fill a position not regularly filled by the employee, the employee shall receive pay for at least two (2) hours. The “call in” period may be combined with a regular shift for time calculation purposes if one-half (1/2) hour or less separates the regular shift from the call in.

Section 7.10. Report Pay. In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to such compensation in the event of actual notification by the District of the closure prior to leaving for work, or if the school closure is announced over the radio on such stations that carry such reports.

Section 7.11. Overtime. The following duty hours shall be paid on the basis of 1.5 times the regular hourly rate:

- A. Hours in excess of forty (40) hours per week.
- B. Hours in excess of eight (8) hours per day, except for regularly scheduled meetings.
- C. Events requiring Food Service personnel.

Section 7.12. Kitchen Overtime Contracted Pool. Each Kitchen Manager may, on their own initiative and without prior approval, assign up to 24 hours of overtime to personnel in their kitchens when needed provided that:

- A. The manager provides the food services supervisor with a weekly report of over contracted pool hours assigned, including hours, person assigned and purpose; and
- B. Failure to provide the above information in a timely manner will result in the need to receive prior approval of the supervisor before assigning hours.

Section 7.13. Whenever Kitchen facilities are in use, a Food Service employee shall be on duty to facilitate kitchen use, including equipment operation and general cleaning.

ARTICLE VIII

HOLIDAYS

Section 8.1. All employees shall receive the following paid holidays:

- | | |
|---------------------|----------------------------------|
| 1. New Year’s Day | 6. Day after Thanksgiving |
| 2. President’s Day | 7. Day before or after Christmas |
| 3. Memorial Day | 8. Christmas Day |
| 4. Veterans Day | 9. New Year’s Eve Day |
| 5. Thanksgiving Day | 10. Martin L. King Day |

Section 8.1.1. Labor Day shall be a paid holiday for those years when the employee is required to work on the preceding Friday.

Section 8.1.2. Worked Holidays. Eligible employees shall receive pay to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

Section 8.1.3. Worked Holidays. Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 8.2. Vacation Pay. Vacation pay shall be earned at the rate of ten (10) days per year. Pay shall be calculated based on the employee regular hourly rate and daily assignment hours.

ARTICLE IX

LEAVES

Section 9.1. Illness, Injury, and Emergency Leave (Sick Leave). Each regularly assigned employee shall receive credit for twelve (12) days of illness and injury leave at the beginning of each year. New employees hired for regular assignment after the start of the school year shall receive credit for one (1) day of illness and injury leave for each month of the assignment through the balance of the current school year. This leave shall be recorded in hours based on the number of hours per day in the regular assignment at the time the leave is accumulated. When illness and injury leave is required, the accumulated leave shall be used and paid on the basis of the daily hours in the then current regular assignment.

Section 9.1.1. When absences for illness or injury exceed three (3) consecutive days, or when it can be shown that a history of absence suggests a possible misuse of sick leave, a note from a physician may be required to verify the illness or injury. Consideration will be given to absences that are mandated by the Board of Health.

Section 9.1.2. Emergency Leave. Emergency leave shall consist of court appearances, legal counsel, business that cannot be performed at any other time, emergency illness in the family, and other emergencies which make it impossible for the employee to work. Such leave shall be deducted from accumulated illness and injury leave.

Section 9.1.3. Employees who have accrued illness and injury benefits while employed by another public school district in the State of Washington shall be given credit for such accrued benefits upon employment by the District; provided such accrual is not in excess of twelve (12) days accrued per year of employment.

Section 9.2. Illness and Injury leave may accumulate from year to year up to the maximum allowed by law.

Section 9.3. The District shall continue to provide the attendance incentive plan developed by the State.

Section 9.4. Industrial Accident. In the event employees are absent for reasons which are covered by industrial insurance, the employee shall have the option to have a deduction made from the employees accumulated sick leave for the amount not covered by the Department of Labor and Industries to equal the amount the employee would normally earn.

Section 9.4.1. Seniority shall continue to accrue for any employee up to a maximum of one (1) year provided this absence is due to an industrial accident as a result of employment with the District. Employees may continue medical insurance coverage at their expense.

Section 9.4.2. Return to Work. Employees who become injured on the job and who are eligible for Labor and Industries benefits may be offered temporary bargaining and/or non bargaining unit, light duty work during rehabilitation period. Such work shall be equally available to all similarly situated employees, although it is recognized that such employment may not be available for every injured employee. The purpose of this light duty work provision is to provide persons who are currently unable to perform their normal work the ability to remain in active employment with the employer during a period of recovery. It is understood that such individuals remain members of their bargaining unit, continue to pay dues and will be paid at their current hourly wage for the hours they work.

Section 9.5. FMLA. Leave for family medical circumstance authorized under the federal Family Medical Leave Act shall be authorized in accordance with federal and state laws, and District policy.

Section 9.6. Bereavement. Up to five (5) days leave per occasion with pay may be taken by an employee upon request when the absence is occasioned by the death in the immediate family. Immediate family shall be defined as the following: family relationships to both the employee and employee spouse: parent, spouse, child, siblings, grandparent, grandchild, aunts, uncles, nephews, nieces, and any relatives or significant others residing in the household of the employee. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is not cumulative.

One (1) day of bereavement leave, taken from emergency leave, will be allowed for a close friend.

Section 9.7. Child Conference Leave. Employees shall be authorized leave time to attend their children's school conference without loss of pay, provided, however, that such time may be taken without requiring a paid substitute, and further provided that such leave shall not exceed four (4) hours per school year.

Section 9.8. Maternity Leave.

Section 9.8.1. Up to thirty (30) days (more if certified by attending physician) or the total amount of disability leave, whichever is smaller, shall be paid as disability leave if such

disability is the direct result of pregnancy. Up to one (1) year of leave without pay shall be granted at the employee's request for either childbirth or adoption.

Section 9.9. Judicial Leave.

Section 9.9.1. In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal days pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in the court action, such employee may request a leave of absence.

Section 9.10. Personal Leave. Absences may be granted without pay at the discretion of the Director of Personnel on a day-to-day basis for personal reason for purposes not covered by other provisions of this Agreement.

Section 9.10.1. Two (2) paid personal leave days shall be available. A personal leave day shall be defined as having the same length as the employee's regular workday. These personal leave days are available each year under the following conditions:

- A. May accumulate unused days to a total of seven (7) days.
- B. The days are for the purpose of meeting employee needs which cannot be met outside of the regular workday if the needs are of an emergency or very important nature. Employees shall not be required to provide evidence regarding the need to take a personal day.
- C. The day may be used at the discretion of the employee, except the day requested may not be used to extend vacation periods or holidays during the employees work year, or be on the first or last day of the year when meals are served.
- D. Effective September 1, 2011, employees who have accumulated at least five (5) personal leave days at the end of the school year will be able to cash out no more than one (1) personal leave day.

Effective September 1, 2012, employees who have accumulated at least five (5) Personal leave days at the end of the school year will be able to cash out up to two (2) personal leave days.

Personal leave cash out will be made on the August warrant.

- E. Personal leave cash out will be paid at the employee's regular rate of pay.

Section 9.11. Leave of Absence

Section 9.11.1. Upon recommendation of the Director of Food Services through administrative channels to the Superintendent and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year;

provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 9.11.2. The returning employee will be assigned to the first suitable position that becomes available unless the leave of absence is for less than six (6) months and a specific date of return is agreed upon. In this case, the replacement employee shall be hired on a temporary basis. The return date shall be confirmed by the employee thirty (30) days prior to return.

Section 9.11.3. The employee will retain accrued sick leave, and seniority rights while on leave of absence. However, sick leave and seniority rights shall not accrue while the employee is on Board approved leave of absence; provided, however, that if such leave is approved for extended illness or on the job injury, seniority shall accrue.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Hire Date. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous regular employment, within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.2. Probation Periods. Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. The probationary period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence. During this probationary period the District may discharge such employee at its discretion. When an individual is placed in a higher paid position; such individual will be on probation for 45 workdays during the school year. At the end of 45 workdays the district and the union may agree to extend the probationary period an additional thirty (30) workdays. In the event of unsatisfactory job performance, the person shall be returned to the same or comparable as originally held. Persons who replace the individual in the original move must understand that the potential exists that the position will be reclaimed.

Section 10.2.1. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement.

Section 10.3. The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

Section 10.4. Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness or judicial leave
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves; or

D. Time spent on layoff status as hereinafter provided.

Section 10.5. Seniority rights shall be effective within the general job classification of Food Services. Reassignments after layoffs will be made by the Director of Food Services to fill available positions with the remaining personnel.

Section 10.6. The employee with the earliest hire date shall have preferential rights regarding job placement when ability and performance are substantially equal with junior employees. If a junior employee is selected, the Union will be provided a written statement, if requested, as to why the employee was selected.

Section 10.7. Reduction In Force. It is understood that seniority rights are bargaining unit wide, and irrespective of job title. Reduction in force (RIF) procedures, however, shall be specially treated and outlined in this section. The following rules apply in RIF situations:

- A. When any food service position is eliminated or needs to be reduced in excess of one and one-half hours per day (which effectively eliminates the position), then such situation is to be considered a RIF and reassignment or "bumping" of employees needs to take place; and
- B. Only an employee who is directly affected by a reduction in hours or job elimination during a RIF situation may "bump" or take the job of a less senior employee. Employee, who due to higher seniority are above the effects of bumping, may not use the RIF situation to bump others; and
- C. A RIF affected employee may "bump", or take the job of any less senior employee who is in the same or lesser paying job title; and
- D. Any employee who has been bumped may bump any less senior employee in his same or lesser paying job title; and
- E. A bumping employee may not bump another less senior employee in a higher paying job title, unless the bumping employee is 1) more senior than the employee being bumped, and 2) has demonstrated in-district experience in that same higher paying job title of at least 90 calendar days, and 3) has worked, pursuant to assignment, in such job title within the last four years; and,
- F. Once begun, bumping shall continue until the least senior bumped employees are ultimately laid-off. Hence, the reduction in force of food service staff will be accomplished by laying off a sufficient number of the least senior members of the bargaining unit.

Section 10.7.1. The employee with the earliest hire date shall have absolute rights regarding lateral transfers resulting from a RIF to posted position. Section 10.2. applies here.

Section 10.8. Effective September 1, 2012, all food service manager open positions will be by an interview process. The interview team will be selected by the Director of Food Service and will include two food service bargaining unit members. The District shall fill the vacancy with any bargaining unit member who has applied and is qualified to fill the vacancy. Seniority will be a factor in the selection process.

Selection of a junior employee will be subject to the terms provided in Section 10.6 of the contract.

If the District determines that no bargaining unit members are qualified, the District may interview and select qualified outside applicants.

An employee may not have a current unsatisfactory evaluation on file to be considered for an open position.

Section 10.8.1 The District shall publicize within the bargaining unit for three (3) working days the availability of open positions no later than 30 calendar days after the District is apprised of the opening. A copy of the job posting shall be forwarded to each kitchen. During the summer months when school is not on session, the District shall mail a copy of the job posting to each employee who has indicated an interest in open positions.

Effective September 1, 2012, an employee must have a satisfactory evaluation before being considered for an open position.

Section 10.8.2 When staffing new schools, the following exceptions are made regarding the posting and filling of positions. In May of each year that a new school is being opened, all District Food Services employees will be invited to participate in a bidding process for open positions. As vacant positions are announced and put up on a board, all members will be able to bid on the vacant position. Should more than one person request the position, the position will go to the most senior person requesting the position. When a person has vacated a position because of accepting a new position, the vacated position will then be added to the list of vacant positions to be put up for bid.

This process will continue until all vacant positions have been filled, or until no one requests any of the vacant positions. Bids by proxy will not be accepted. Any positions left vacant after this meeting shall be posted as provided elsewhere in the contract.

Effective September 1, 2012, an employee must have a satisfactory evaluation before being considered for an open position.

Section 10.9. Temporary Job Openings

Section 10.9.1 Employees within a kitchen shall have the first opportunity to fill temporary job openings and to meet overtime requirements. Such assignment will be made on a rotating seniority basis. In the event that the assignment cannot be filled in this manner, the assignment will be made from a district wide rotating list signed by interested employees.

Section 10.9.2 If the temporary opening is expected by the district to exceed thirty (30) working days, section 10.8.1 shall apply rather than the above section. The posting shall clearly state the temporary nature of the position.

Section 10.9.3 A substitute shall not be called to fill a temporary position if a qualified regular employee is willing and available to accept it and it is outside of their assigned workday.

Section 10.10 In the event of a layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff.

Names shall remain on the reemployment list for two (2) years or until deleted under the provisions of Section 10.12, below, whichever is sooner.

Section 10.11. Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the district in writing of any changes of address.

Section 10.12. An employee shall forfeit rights of reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.11, or if the employee does not respond favorably to the offer of reemployment within ten (10) days. If direct contact is made with the employee by telephone or in person, the response time shall be reduced to one (1) day.

Section 10.13. An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff. If the position offered is for less than five (5) hours per day, the employee will not lose seniority rights if the position offered is at a school other than the one at which the person was last employed or unless it is one of the three (3) schools closest to the employee's place of residence.

ARTICLE XI

SUBSTITUTES

Section 11.1. Substitutes as defined under Article 1, Section 1.2. shall be covered by the following articles and Sections of this Agreement:

- A. Article I. (Recognition and Coverage of Agreement)
- B. Article II. (Management Rights)
- C. Article III. (Rights of the Employees)
- D. Article IV. (Rights of the Union)
- E. Article V. (Consultation and Negotiations)
- F. Article VI. (Union Representation)
- G. Article VII. (Hours of Work) Sect. 7.3, 7.3.1, 7.4, 7.7, 7.11
- H. Article XI. (Substitutes)
- I. Article XIV. (Grievance Procedure): Section 14.1., 14.2.1, (Step 1 only)
- J. Article XVI. (Salaries and Employee Compensation); except 15.6, 15.8, 15.9, 15.10, 15.11, and 15.12.
- K. Article XIX. (Terms and Separability)

Section 11.2. Those sections not listed do not pertain to the employment of substitutes covered by this Agreement.

ARTICLE XII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 12.1. The District shall have the right to discipline or discharge an employee for just cause. The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided. The District will follow a practice of progressive discipline which would normally include documented verbal warnings, written reprimands, and suspension where appropriate prior to termination. Progressive discipline practices will not apply where the precipitating behavior warrants immediate suspension or termination.

Upon request, an employee may have a representative of the Union present during any disciplinary action. When a request for such representation is made and a Union representative is not available, any disciplinary action will be postponed for a maximum of two (2) workdays to afford an opportunity for a Union representative to be present.

If the District has reason to reprimand an employee, it shall be done in a manner, which will not embarrass the employee before other employees or the public. Investigations shall be completed in a timely manner.

Section 12.1.1 - Disciplinary Action: Upon written request of an employee, the District shall remove from that employee's personnel file a documented verbal warning after one (1) year of being issued or a written letter of reprimand after three (3) years of being issued as long as said employee has not been disciplined further since the date of the documented verbal warning or written letter of reprimand. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any personnel file.

Section 12.2. Notification of Non-Annual Employees. This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) of work per year.

Section 12.2.1. Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year. In the event of layoffs, the District shall attempt to give layoff notices in a timely manner.

Section 12.2.2. Nothing contained in this section shall in any way limit the operation of other sections of the Article.

Section 12.3. Except in extraordinary cases, and as otherwise provided in this Article, the district will give employees two (2) weeks' notice of intention to discharge or layoff.

ARTICLE XIII
ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1. All employees subject to this Agreement may become members in good standing of the Union.

Section 13.2. At the time of hire, the District will inform new hires of the terms and conditions of this Article.

Section 13.3. Checkoff. The District shall deduct UCWU dues from the pay of any employee who authorizes such deductions in writing. The District shall transmit all such funds deducted to the Treasurer of the United Classified Workers Union of Washington on a regular monthly basis.

Section 13.4. The Union shall indemnify and hold the District harmless against any claims made and suit instituted against the District on account of any payroll deduction for the Union.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 14.1. A grievance is a claim by an employee and/or the Union that the express terms of this Agreement have been violated or misapplied by the District. Grievances or complaints arising between the District and its employees within the bargaining unit, defined in Article 1 herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 14.2 Procedure: Grievances filed pursuant to this Agreement shall be processed in accordance with the following procedure:

Section 14.2.1. Informal STEP. Prior to filing a grievance at Step 1, employees shall first discuss the grievance with their Director of Food Services. If employees so wish, they may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) work days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. STEP 1. If the grievance is not resolved within fifteen (15) District business days from the date of discussion with the Director of Food Services, unless mutually agreed to in writing by both parties, to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce the grievance to writing. The written grievance shall include: 1) the nature of the grievance; 2) the section (s) that allegedly have

been violated or misapplied; and 3) the remedy sought or recommended solution to the grievance.

The employee shall submit the written statement of grievance to the Director of Food Services for reconsideration and shall submit a copy to the Executive Director of Human Resources. Within fifteen (15) District business days after receipt of the written grievance, the Director of Food Services shall communicate his/her written response to the grievant and the Union.

Section 14.2.3. STEP 2. If the grievance is not satisfactorily resolved at STEP 1, the Union may, within fifteen (15) District business days after receipt of the written response for STEP 1, submit the written grievance to the District Superintendent or designee. The District Superintendent or designee shall meet with the grievant in an effort to resolve the grievance within fifteen (15) District business days after receipt of the STEP 1 grievance.

Within fifteen (15) District business days after the STEP 2 grievance meeting, the Superintendent or designee shall communicate a written response to the grievance and the Union.

Section 14.2.4. STEP 3. If the grievance is not satisfactorily resolved at STEP 2, the Union may, within fifteen (15) District business days after receipt of the written response at STEP 2, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

a) The arbitrator shall limit his/her decision strictly to disputes involving the application

OR

interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.

b) The arbitrator's decision shall be final and binding on the Union, the employees involved, and the District.

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 14.2.5. Time Limits. The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievance to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Union may mutually agree in writing to extend the time limits.

ARTICLE XV

PERFORMANCE EVALUATION

Section 15.1 Evaluation. Each employee shall have his/her performance evaluated by the Director of Food Services or designee upon completion of the probationary period and annually thereafter. The annual evaluation shall occur no later than June 5 of each school year.

Each evaluation will concern an employee's work performance, focusing on weaknesses and strengths with specific suggestions for improvement including opportunities for professional development where appropriate. A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.

Section 15.2 Unsatisfactory Performance. Unsatisfactory is defined as receiving one or more marks in the Unsatisfactory column on the annual evaluation form which can be utilized at any time during the work year.

If an employee's performance is deemed to be unsatisfactory at any time, the Director of Food Services or designee shall arrange a conference with the employee to discuss performance concerns and address areas of performance where the employee will need to improve. Upon request, the employee shall be entitled to have a representative at the conference. Said conference shall occur within ten (10) days of employee notification.

The Director of Food Services or designee shall place the employee on a formal performance improvement plan by reducing to writing specific items of concern. The employee shall be informed of the duration of such plan, the areas of performance where the employee shall be required to improve, the performance expectations to be achieved and, if applicable, any district support to be provided to the employee. The Director of Food Services or designee shall meet periodically with the employee, but at least twice a month, and provide the employee with written and verbal feedback on his/her performance during any performance improvement plan period.

Following the initial notice to the employee of performance concerns and the establishment of a performance improvement plan, an employee may not be terminated for poor job performance unless the employee has been provided with resources where appropriate to successfully complete the plan and verbal and written feedback to address continuing performance concerns during the improvement plan.

At the discretion of the Director of Food Services or designee, if the employee does not successfully meet the expectations established in the plan, the employee may be subject to having his/her employment terminated. Nothing in this Article shall be construed to prevent an employee from being discharged or disciplined for misconduct that is unrelated to the satisfactory performance of assigned duties.

At the conclusion of the performance improvement plan, the Director of Food Services or designee will communicate, in writing, the outcome of the plan and any subsequent action that the immediate supervisor may deem appropriate.

Section 15.3. Evaluation Appeal. An employee may appeal an evaluation which has a potentially adverse effect on his/her employment status through the following appeals process:

STEP ONE: Within fifteen (15) calendar days of receipt of an evaluation, the employee, either directly or with the assistance of the Union, will commit such appeal to writing, sign it, and present it to the Director of Food Service. The written statement should include 1) nature of the appeal, 2) the alleged discrepancies in the evaluation, and 3) the recommended corrections to the evaluation.

Within fifteen (15) calendar days after receipt of the written appeal, the Director of Food Service shall communicate his/her written response to the employee.

STEP TWO: If the employee is not satisfied with the resolution at STEP ONE, he/she may, within fifteen (15) calendar days after receipt of the written response, submit his/her appeal to the Director of Human Resources or designee.

The Director of Human Resources or designee shall meet with the employee within fifteen (15) calendar days after receiving the appeal. A written decision shall be rendered within thirty (30) days of such meeting. Said decision shall be final and binding on the District and the employee.

The District and the Union may mutually agree in writing to extend the limits at any one of the steps described herein.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. It is understood that no hours will be worked without authorization, except in an emergency when authorization cannot be received quickly enough to avoid harm to people or school property.

Section 16.2. Salaries for employees subject to this Agreement, during the terms of this Agreement, are contained in Schedule A attached, hereto, and by this reference incorporated herein.

Section 16.2.1. Salaries contained in Schedule A shall be subject to the terms and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.2.2. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3 such retroactive pay shall be paid on the first regular pay day

following Agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Section 16.2.3. Incremental steps, where applicable, shall take effect no later than six months from the date the employee reaches the prior step.

Section 16.3. Any employee required to travel from one site to another on a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.

Section 16.4. For purposes of calculating daily hours, time worked shall be rounded to the next one-tenth (1/10) hour.

Section 16.5. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures or have such services provided at no cost at the option of the District.

Section 16.6. Each employee shall receive a two hundred and fifty (\$250.00) annual uniform allowance. Starting September 1, 2019, each employee shall receive a three hundred and fifty (\$350.00) annual uniform allowance. This allowance will be pro-rated for all new hires to the date of hire. Such allowance shall be paid within thirty (30) work days after the start of school each year, or within thirty (30) work days after the date of hire, whichever is applicable. If an employee is terminated or resigns prior to the end of the work year, the allowance for that year will be prorated and any overpayment will be deducted from the employee's final pay warrant.

If said allowance is received as compensation, both employee withholding and employer paid taxes are deducted from the amount received. As an alternative, employees may elect to be reimbursed for expenditures for uniform purchases up to the full amount of the allowance. Each employee must inform the Director of Food Services/designee by the end of September which option s/he is selecting. Once the decision has been made, it cannot be revoked for that contract year and there will be no combination of compensation/receipts for any employees. Those employees who are hired after the first week of school will receive their prorated uniform allowance as compensation their first year. They will not have the option of reimbursement for expenses until the following school year.

For those selecting the option of reimbursement for expenditures, the following conditions apply:

- Employees must turn in all of their receipts one time only each year.
- Receipts may be submitted to the Director of Food Services/designee either October 1st or March 1st.
- At the time that receipts are turned in they must total \$250 or more or the employee will forfeit any residual amount that is not claimed through the one-time submission of receipts.
- If an employee is terminated or resigns prior to the end of the work year, the allowance for that year will be prorated and any overpayment will be deducted from the employee's final pay warrant.

Section 16.6.1. Uniform Committee. Annually, the Director of Food Services and the Chapter Vice President will convene a committee to determine the uniform policy for the

District. The committee shall consist of no more than four (4) persons appointed by the District and four (4) persons appointed by the Union. Any recommendations presented by the committee shall be approved by both the Union and the District in accordance with Article V of this agreement.

Section 16.7. Designated Kitchen Managers, Bakers, Baker Cashiers, Food Carriers, and Assistants will be paid one day's pay before school starts; one days pay during a non-serving day designated by the District (not to occur on a holiday or vacation break period). and one additional day's pay if lunches are served on the last day of school. Otherwise, cleaning for preparation for closing can be done on the final day of school.

Section 16.7.1. All Kitchen Managers will be compensated no less than two (2) hours pay plus mileage when there is less than a twenty-four (24) hour notification of a cancellation of a Kitchen Managers meeting unless extenuating circumstances makes such cancellation notice impracticable. Mandatory meetings that are held shall be compensated at a minimum of one (1) hour. Employees may also submit for mileage reimbursement.

Section 16.7.2. Secondary Kitchen Managers: Kitchen Managers in middle schools and high schools will receive an additional \$0.25 per hour above the rate of pay for Kitchen Managers in the elementary schools.

Section 16.8. Employee Training Day: Each year the District will provide a total of six (6) hours of paid training for Food Service employees prior to the start of school. The training dates and topics will be mutually agreed to by the Food Service Director and the Union Chapter Steward.

Section 16.9. SNA Certification Stipend. For those who hold a current School Nutrition Association Certification (SNA) will be paid four hundred fifty dollars (\$450.00) within thirty (30) days of presentation to the District of the current certification. Starting September 1, 2019, the stipend will be six hundred dollars (\$600.00).

Section 16.10. Longevity Pay. Starting September 1, 2011, any Food Service Employee with 5 to 9 years of service will receive \$0.20¢ above their rate of pay on the salary schedule; those with 10 to 14 years of service will receive \$0.35¢ above their rate of pay on the salary schedule; those with 15 to 19 years of service will receive \$0.50¢ above their rate of pay on the salary schedule; and any Food Service Employee with 20 or more years of service will receive \$0.70¢ above their rate of pay on the salary schedule. Such hourly pay will be reflected on the employees' monthly pay warrant.

Effective September 1, 2013, any Food Service Employee with 5 to 9 years of service will receive \$0.25¢ above their rate of pay on the salary schedule; those with 10 to 14 years of service will receive \$0.40¢ above their rate of pay on the salary schedule; those with 15 to 19 years of service will receive \$0.55¢ above their rate of pay on the salary schedule; and any Food Service Employee with 20 or more years of service will receive \$0.75¢ above their rate of pay on the salary schedule. Such hourly pay will be reflected on the employee's monthly pay warrant.

Section 16.11. All regular employees required to renew their Public health card in a given school year will receive reimbursement upon the submission of a receipt verifying payment.

Section 16.12. Attendance Incentive. The following attendance program will be utilized to encourage consistency and operational efficiency for the Food Services Department by reducing the number of days employees are off the job. An employee must be a current employee at the commencement and conclusion of the award period to be eligible. Employees shall receive the following financial incentive for attendance based on their use of leave (excluding jury duty, approved L & I claims - up to 20 working days, bereavement, administrative leave with pay, and leave for labor-relations purposes).

(a) Two hundred fifty dollars (\$250) for an employee who misses two (2) or three (3) workdays for each of the two calendar periods as defined by August 15 through January 31, and separately February 1 through June 30 (summer excluded); Starting September 1, 2019 the amount will increase to three hundred fifty dollars (\$350.00)

OR

(b) Four hundred dollars (\$400) for an employee who misses one (1) workday or less for each of the two calendar periods as defined by August 15 through January 31, and separately February 1 through June 30 (summer excluded). Starting September 1, 2019 the amount will increase to five hundred dollars (\$500.00).

Bonus shall be paid in March and July.

Section 16.13 Wages. Wages as provided under Schedule A-1 shall be increased each year for all employees by the I-732 cost of living percentage as determined by the legislature.

Section 16.13.1. Salary Warrants. Salary Warrants will be issued on the last working day of each month (12 months).

Section 16.13.2. Direct Deposit Banking. All employees will use direct deposit unless granted a waiver, through the Executive Director of Human Resources for exceptional circumstances: i.e. legal or religious reasons. Washington School Information Processing Cooperative (WSIPC) will facilitate entering one payment into the clearing system so that employees may directly deposit their salary in almost any bank of their choice. The deposit must be for the full amount of the warrant.

ARTICLE XVII

INSURANCE BENEFITS

Section 17.1. During the life of this agreement, the District shall make monthly contributions to the Food Service medical/dental pool. Insurance benefits shall be enhanced by the basic state-funded amount plus the District shall pay the full retiree insurance contribution, i.e. "retiree carve out". Premiums shall be paid to the maximum extent possible to meet employee's costs.

Section 17.1.1. These benefits monies must first be applied to the following required District programs:

- A. Family Dental Plan
- B. \$10,000. Standard Life Insurance
- C. Vision

Section 17.1.2. The remaining monies, after application to the required plans, shall be applied, at the employee's option to one of the voluntary District medical programs offered by the District.

Section 17.2. All employees shall receive benefits as follows:

- A. Effective September 1, the District shall pay insurance benefits pursuant to section 16.3, for all regularly assigned employees, enrolled in a district approved medical or dental plan, working 3.5 hours per day or more.
- B. All others who work less than 3.5 hours per day shall not receive medical or dental benefits under this Article.

Section 17.3. Insurance Pool. The total funds available for pooling shall be determined on September 1st of each year and reviewed quarterly by using the following formula: (Total Bargaining Unit FTE's) X (BEA\$) X (12 Mo's) = Total Fund for pool. (Such pool fund shall also include benefit monies generated by those non-recipients identified in section 17.2.B., above). These insurance pool monies shall be prorated to the eligible employees (as identified in Section 17.2.A.) on a monthly basis for the balance of the year. It is the intent of the parties to attempt to provide eligible employees with fully paid dental and medical coverage, if possible, with pool funds, and to prorate based upon the employee's need. All pool funds shall be expended, annually.

Section 17.3.1. The District will pay one hundred percent (100%) of family premium costs for all employees enrolled in a District approved dental insurance plan working 3.5 hours per day or more.

Section 17.3.2. Open Enrollment. Current employees will have two open enrollment periods to make any changes to insurance coverage. Changes received by September 1, will be effective October 1, and changes received by October 1, will be effective November 1st. Employees newly eligible for insurance benefits may enroll when they become eligible.

Section 17.4. Tort Liability. The District shall provide tort liability coverage for all employees subject to this agreement.

Section 17.5. Industrial Accident. The District shall make its required contributions for State Industrial Insurance on behalf of all employees subject to this agreement.

Section 17.6. Annuity Plan. All employees subject to this agreement shall be entitled to participate in a tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments, and deductions, from the employee's salary.

Section 17.7. Washington State Laws. Pursuant to R.C.W. 28A 400.275, the parties agree to abide by state laws relating to school district benefits. The parties acknowledge that the above insurance agreement is year to year.

ARTICLE XVIII

SAFETY

Section 18.1. All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees.

ARTICLE XIX

TERMS AND SEPARABILITY OF PROVISIONS

Section 19.1. The terms of this Agreement shall be September 1, 2018 through August 31, 2021.

Section 19.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 19.3. This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing provided, however, that this agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment, or, if the district implements a substantial, district-wide breakfast program. During the term of this agreement the District's monthly contribution for insurance purposes shall be amended to reflect the amount authorized and funded by the state. The District will pass through any salary increases provided by the state during the life of this agreement and will provide such increases to all employees in the bargaining unit.

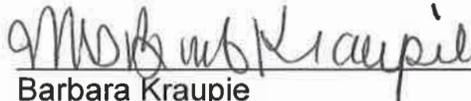
Section 19.4. If any provision of this Agreement or the application of any such provision is held invalid, the remainder shall not be affected thereby.

Section 19.5. In the event that the above section is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3.

The parties have executed this Agreement this 1 day of September 2018.

SIGNATORIES:

**UNITED CLASSIFIED WORKERS
UNION OF WASHINGTON –
ISSAQUAH CHAPTER**



Barbara Kraupie
Steward U.C.W.U ISD Chapter

ISSAQUAH SCHOOL DISTRICT



Ron Thiele, Superintendent



Lisa Hechtman, Assistant Superintendent
of Human Resources

ISSAQUAH SCHOOL DISTRICT NO. 411
FOOD SERVICE SALARY SCHEDULE
 Effective September 1, 2018 through August 31, 2019

Position	2018-2019
Elementary Kitchen Managers	\$20.04
Secondary Kitchen Managers/Floater	\$20.30
Bakers, Baker Cashiers & Money Carriers	\$18.44
Secondary Baker	\$18.73
Assistant	\$15.85
Substitutes	\$13.49

- All employees within the bargaining unit shall receive their base salary in twelve (12) equal payments. (Except for Substitutes).
- If the state allocation amount changes this salary schedule will be corrected to reflect the correct amount.
- Additional adjustments for longevity steps are found in Section 16.10.

ISSAQUAH SCHOOL DISTRICT NO. 411
FOOD SERVICE SALARY SCHEDULE
 Effective September 1, 2019 through August 31, 2020

Position	2019-2020
Elementary Kitchen Managers	\$*
Secondary Kitchen Mangers/Floater	\$*
Bakers, Baker Cashiers & Money Carriers	\$*
Secondary Baker	\$*
Assistant	\$*
Substitutes	\$*

- All employees within the bargaining unit shall receive their base salary in twelve (12) equal payments. (Except for Substitutes).
- If the state allocation amount changes this salary schedule will be corrected to reflect the correct amount.
- Additional adjustments for longevity steps are found in Section 16.10.

* General Wage Increase of 3.0% (plus IPD)

ISSAQUAH SCHOOL DISTRICT NO. 411
FOOD SERVICE SALARY SCHEDULE
 Effective September 1, 2020 through August 31, 2021

Position	2020-2021
Elementary Kitchen Managers	\$*
Secondary Kitchen Mangers/Floater	\$*
Bakers, Baker Cashiers & Money Carriers	\$*
Secondary Bakers	\$*
Assistant	\$*
Substitutes	\$*

- All employees within the bargaining unit shall receive their base salary in twelve (12) equal payments. (Except for Substitutes).
 - If the state allocation amount changes this salary schedule will be corrected to reflect the correct amount.
 - Additional adjustments for longevity steps are found in Section 16.10.
- * General Wage Increase of 3.0% (plus IPD)