

Collective Bargaining Agreement

between

Northshore School District No. 417

and

**United Classified Workers Union No. 4795
(Representing Food Service Employees)**

September 1, 2020 through August 31, 2023

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT NO. 417
AND
UNITED CLASSIFIED WORKERS UNION – FOOD SERVICE**

EFFECTIVE DATE: SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") is made and entered into between the Northshore School District No. 417 (hereinafter the "District") and the United Classified Workers Union #4795/Northshore (hereinafter "Union"), which is affiliated with the AFT/WASHINGTON, AFT, AFL-CIO.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1.00	RECOGNITION AND COVERAGE
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- 1.1 **Recognition** - The District recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Article 1.2. Certification of the Union as the exclusive bargaining representative was verified by P.E.R.C. after an election by the employees of the Unit. The Union recognizes the responsibility of representing the interests of all bargaining unit employees.

- 1.2 **Coverage** - The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular part-time (as defined by P.E.R.C.) Food Service employees of the District excluding supervisors, confidential employees and all other employees of the District. Unless otherwise designated, the term "employee" shall include full-time and regular part-time classified employees of the bargaining unit.

- 1.3 **Coverage Limitations** - Regular part-time employees of the bargaining unit who are employed in a substitute or temporary position with the employer shall only have those rights expressly provided for herein. Those rights are limited to the right of representation by the Union as provided by law and certain Agreement Rights: hourly pay as determined by the negotiated salary schedule; regulation under the Management Rights provisions; and the right to file a grievance up through Step Two provided the grievance is limited to pay issues and provisions covered under Article 12 of this Agreement.

- 1.4 The District shall provide the Union with copies of job descriptions for all employees subject to this Agreement within a reasonable time after they are finalized by the District. The parties upon the request of either shall commence negotiations over the appropriate hourly wage to be paid the newly created or amended positions.
- 1.5 The District will continue to assign to employees, pursuant to Article 2.1 below, work they have customarily performed and will not subcontract such work without notifying the Union beforehand when such subcontracting reduces regularly assigned hours or eliminates bargaining unit positions.

2.00	RIGHTS OF THE DISTRICT
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- 2.1 Except as abridged by specific provisions of this Agreement, the Union recognizes the employer's inherent and traditional right to manage the District's business as has been its practice in the past. This recognition includes the right of the District to hire, suspend, transfer, promote, demote, or discipline employees and to maintain the discipline and efficiency of its employees, the right to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business; and to require their observance.
- 2.2 The exercise of the District's rights stated herein is an exclusive function of management. The exercise of the Management's rights herein does not modify the employee's right to appeal through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement.
- 2.3 The District shall provide to the Union upon request data produced in the regular course of business concerning monthly lunch sales performance.

3.00	RIGHTS OF THE EMPLOYEE
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- 3.1 Bargaining unit employees shall have the right, freely and without penalty or reprisal to join and assist the Union. The parties shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed with respect to the lawful exercise of any rights granted employees under RCW 41.56.
- 3.2 Each employee shall have the right to bring matters regarding wages, hours and working conditions to the attention of appropriate District or Union officials.

- 3.3 Employees have the right to have a Union representative or other person present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.
- 3.4 Neither party shall knowingly and unlawfully discriminate against any employee on the basis of age, sex, marital status, genetic information, sexual orientation including gender expression or identity, race, creed, religion, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability unless based upon a bona fide occupational qualification.
- 3.5 Each employee shall have a right to a copy of this Agreement. The District, as part of the general orientation of each new employee, shall provide such employee with a copy of the Agreement.
- 3.6 **Evaluations** - Absent extenuating circumstances, employees shall be formally evaluated at least once each school year.
- 3.6.1 Evaluations shall be for the purpose of assessing performance for the entire period of time covered in the evaluation. Strengths and weaknesses shall be identified, and suggestions, recommendations and/or directives for enhancing performance or remediating deficiencies shall be made as appropriate. Evaluations of employees shall be officially signed off by a Supervisor or the Director of Food Service with input from the site manager. This input may be in the form of a filled out and recommended performance assessment for the employee. Evaluations of employees may include input from the principal and staff at their assigned site.
- 3.6.1.1 Employees shall be allowed to respond in writing to the Director of Food Service to any written formal evaluation they receive within fourteen (14) days of receipt of such and have such response attached to the evaluation.
- 3.6.1.2 A copy of the evaluation shall be placed in the personnel file of the employee and a copy given to the employee. The employee will sign the evaluation to signify receipt of, but not necessarily agreement with, the evaluation before it is placed in the personnel file.
- 3.6.1.3 The statements and judgments of an evaluation are not subject to the grievance procedure; alleged breaches of procedural requirements may be grieved. Such statements or judgment on an evaluation shall not constitute a disciplinary warning notice for purposes of Article 12.

3.7

Personnel Files

- 3.7.1 Employees shall upon request have the right to inspect the contents of their complete personnel files kept within the District and to attach his/her own written comments to any material therein. Upon request, a copy of any documents contained in the personnel file shall be afforded to the employee at cost. At the employee's request, a witness may be present during a review of the employee's personnel file.
- 3.7.2 Formal disciplinary documents shall be placed in the personnel file of the employee only with notice to the employee. The employee's right to attach comments identified in Article 3.7.1, above, shall apply to such disciplinary documents. Any other correspondence substantially negative about the employee's performance or conduct on the job shall be placed in the personnel file only after prior notice of such has been given to the employee.
- 3.7.3 For purposes of a promotional opportunity within the bargaining unit, any disciplinary document consisting of a written warning or an action of less seriousness shall not be considered by a hiring official when:
 - A) The warning is more than twenty-four (24) months old; and
 - B) There have been no further disciplinary documents issued against the employee for the same or a similar transgression during that same twenty-four (24)-month period.
- 3.7.4 Retention of disciplinary documents in the personnel file shall be at the discretion of management subject to review, if requested by the employee, at three (3) years from the date of placement in the employee's file. At that time, discipline documents shall be removed if there have been no like incidents in that three (3) year period of time.

3.8

Safety - It is the District's policy to make every reasonable effort to provide a safe and healthy environment for employees. Employees shall not be required to work under conditions known to be unsafe and hazardous or to perform tasks that unreasonably endanger their health and safety. All employees will be vigilant in seeking out unsafe or hazardous conditions and/or equipment and will report them immediately to the appropriate personnel for correction. All employees shall use equipment and supplies in a safe manner.

4.00	RIGHTS OF THE UNION
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4.1

The Union has the right and responsibility to represent the interests of all employees in the unit: to present their views to the District; to enter into collective bargaining activities on behalf of employees; and to assist employees in grievance matters as provided herein.

- 4.2 The Union may have an observer at hearings conducted by the District arising out of a grievance and shall have the right to make its views concerning the case known to the District. The District shall notify the Union with regard to any grievance that results in any disciplinary action or loss of pay to an employee at Step 1 of the grievance procedure.
- 4.3 The Union shall be provided quarterly with a list of employees filling positions. The listing shall contain name, address, phone number (unless restricted by the employee), hourly rate, hire date and assignment information including F.T.E. The District shall supplement this periodically with new hire information.
- 4.4 The Union shall annually submit to the district a list of authorized representatives who will be conducting union business with the District and within fourteen (14) days of the appointment of a new representative.
- 4.5 The Union shall have the right to post notices of activities and matters of Union concern on designated District bulletin boards.
- 4.6 The Union has the right to use District mail service to distribute grievance materials, meeting notices, Collective Bargaining Agreements, bargaining proposals, non-political action newsletters and election ballots for Union officers and related campaign information.
- 4.7 The District employee evaluation form used in the evaluation of employees shall be furnished to the Union, if it is changed during the term of this Agreement.
- 4.8 In order for Chapter Stewards or employees designated as representatives of the Union or elected/appointed officers of the local or its affiliates to attend local, state or national approved conferences, meetings, lawful activities associated with Union legislative issues and conventions during work shifts or local bargaining, a total pool of release time hours equal to forty (40) hours shall be made available by the District. Prior notification of such absences must be made in writing by the employee and the Union to the Director of Food Service. Such written notice must be received at least ten (10) work days prior to the anticipated absence. No more than one (1) such union representative will be released from a kitchen. Subject to approval from the Director of Food Service, two individuals may be absent from a kitchen that has more than six (6) employees. The Union will be responsible for reimbursing the District its added costs associated with covering the absence. The District will be responsible for submitting an itemized billing for the claimed added costs.

In the event more hours are needed in a given school year for such purposes, the Union may request additional release time be granted. Such a request must be in writing and directed to the Superintendent or designee. Additional release time will be reimbursed to the District as described above.

4.9 Open position announcements for the unit shall be distributed to the Union in a timely manner by the Employer.

5.00	CONSULTATION AND NEGOTIATIONS
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5.1 The parties understand their mutual obligation to meet at reasonable times to bargain and consult in good faith over wages, hours and working conditions as provided in RCW 41.56.

5.2 The Union will be advised of current and predicted workload information and price change information within fifteen (15) work days following the Board meeting when action of such is taken. The District agrees to supply the Union, from time to time, with updated information regarding workload and price should there be changes after the Board meeting.

5.3 In the event reductions (either layoffs or reduced hours) are determined necessary by the District, the Union shall be informed and provided an opportunity to discuss the effects of the District's determination not otherwise covered by the Agreement. Layoff shall be implemented consistent with Article 11.1.4.

5.4 **Labor-Management Committee** - The District and Union shall establish a joint labor-management committee which shall meet six (6) times per year for the purpose of discussing, approving and/or proposing resolutions to:

- A) Issues or problems related to contract administration, other than formal grievances which are being processed; or
- B) Updates on new hires, resignations, retirements or terminations; or
- C) Other matters of mutual concern.

Either party may request that an issue be placed on the agenda.

6.00	UNION REPRESENTATION
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6.1 Only representatives duly authorized pursuant to Article 4.4 of the Agreement shall conduct official Union business with the District.

6.2 Union representatives who are employees of the District may participate without loss of pay in negotiations, grievance proceedings, conferences, or meetings with District representatives when such are mutually scheduled.

7.00	HOURS OF WORK AND OVERTIME
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7.1 **Workweek** - The workweek shall be five (5) consecutive days (Monday through Friday) within a seven (7) day period.

7.2 Each employee shall be assigned to a definite workshift with designated times of beginning and ending. An employee's workshift may not be changed without two (2) weeks notice given to the employee, except in emergencies. A workshift may be different on different days of the week. Shorter notice periods may be agreed upon by the parties involved.

7.2.1 **Shifts** - In general, the assigned work shift for High School and Middle School Kitchen Managers shall be seven and one-half (7.5) to eight (8.0) hours per day; the assigned work shift for Elementary Kitchen Managers shall be four and one-quarter (4.25) to six (6.0) hours per day; Secondary Assistant Managers shall be five (5.0) to seven and one-half (7.5) hours per day and the assigned work shift for Satellite Leads shall be three and one-half (3.5) hours per day. These shift guidelines shall not apply to Innovation Lab High School or Secondary Academy for Success. However, the Director of Food Service has the authority to assign a shift of fewer hours at any given site when justified by food service program requirements of individual buildings. The required one half (1/2) hour uninterrupted lunch period will be in addition to the total work shift hours.

7.2.2 No new bargaining unit employee shall be assigned to less than three (3) hours per day, provided that individuals employed by the District in another bargaining unit and in the Food Service program are not subject to this provision. In general, the assigned work shift for Cook Assistants shall be three (3) to five (5) hours per day.

7.2.3 If it is determined following the procedures outlined in the Staffing Allocation Procedure that a site's daily allocation of staff time will be adjusted from the assigned allotment identified at the beginning of the year, then time assigned to individual employees may be adjusted. If an individual employee's work times are changed as a result of the adjusting of site-staff time, then the employee's adjustment, if it involves a change of more than fifteen (15) minutes per day, shall result in a change in that employee's F.T.E. status. 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. Absent extenuation circumstances, a meeting will be held within 10 working days upon receipt of the written request.

7.3 **Lunch Periods** – One half (1/2) hour per day uninterrupted lunch period shall be scheduled and provided without pay for all employees working more than five hours per day.

7.4 **Rest Periods** - Each employee shall be given one (1) fifteen (15) minute rest period with pay for every four (4) hours worked.

- 7.5 **Students and Volunteers** - Students and volunteers shall be used for educational purpose or program enhancement, not for the purpose of displacing employees. When students or volunteers are used, they shall be required to adhere to applicable health regulations and District policies and procedures governing program operation.
- 7.6 **Overtime** - All work hours beyond forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the regular hourly rate of pay. No Cook, Secondary Assistant Manager or Assistant shall work more than the assigned hours per day unless so ordered by the Kitchen Manager; no Kitchen Manager shall work more than forty (40) hours per week unless approved by the Director of Food Service. Employees shall have the option to accept or reject offers of overtime, except in emergency situations. All hours for which an employee is paid shall be credited towards the hours worked requirement in order to receive overtime.
- 7.7 **School Closure** - In the event of an unusual school closure due to inclement weather, plant inoperation, or the like and the employer fails to give notice of such prior to the start of the employee's shift through normal channels, the employee who reports to work shall be guaranteed two (2) hours pay or pay for the time worked whichever is greater.
- 7.8 Employees shall be paid for all required hours worked.
- 7.9 **Assigned Time** – Kitchen Manager, Secondary Assistant Manager and Assistant Cook time is assigned according to individual building needs by the Director of Food Service.
- 7.9.1 When an employee is absent from an assigned position, the employee with seniority who is present and currently works the next shorter assignment, will be given the opportunity to work the longer assignment. If accepted, the shorter assignment will be filled by a substitute. When a current employee accepts a temporary assignment in a higher classification, he/she shall receive the higher compensation within their individual salary schedule step.
- 7.9.2 When a current employee accepts a temporary assignment of Kitchen Manager, the total number of Kitchen Manager hours assigned to the kitchen will not be exceeded unless approved by the Director of Food Service or designee if circumstances warrant. Temporary assignment of Kitchen Manager will be for no less than two hours and be assigned to no more than one person.
- 7.10 **Duty Call** - An employee required to report back for extra part-time work for the District shall receive no less than two (2) hours pay for each such call back.

7.11 **Kitchen Managers' Meetings** - Kitchen Managers are required to attend Kitchen Managers' Meetings and shall receive pay for attendance at such meetings, but no less than pay for one hour at the appropriate rate of pay.

7.11.1 **Menu Committee** - The parties agree to ongoing communication regarding menu planning in the Kitchen Manager meetings. Review of the menu and menu planning will be the focus of a Kitchen Manager meeting every quarter. Both parties recognize the value and importance of an opportunity for communication and dialogue about the options offered by the District. Kitchen Managers are encouraged to bring feedback and ideas from their respective kitchens. The Union may also designate up to two additional representatives to attend the portion of the Kitchen Managers meeting dedicated to menu planning. Such representatives will be paid for the time spent in such meeting. Article 7.10 shall not apply in this case.

7.12 **Special Programs and Functions** - Events requiring food service other than work that occurs during or contiguous to the school day shall be assigned as follows:

7.12.1 Assignments for such events shall first be made from qualified employees of the event site or qualified employees from a site requested by the customer if agreed upon by the Director of Food Service or designee.

7.12.2 For extra hours worked outside the regular work day, Kitchen Managers shall be paid at their regular rate or on the basis of their overtime rate after forty (40) hours.

7.12.3 For extra hours worked outside the regular work day, Secondary Assistant Manager shall be paid at their regular rate or on the basis of their overtime rate after forty (40) hours.

7.12.4 For extra hours worked outside the regular work day, Satellite Leads shall be paid at their regular rate or on the basis of their overtime rate, after forty (40) hours.

7.12.5 For extra hours worked outside the regular work day, Cook Assistants shall be paid at their regular rate or on the basis of their overtime rate, after forty (40) hours.

7.12.6 **MOU Special Events Sub Committee** - The parties have an interest in developing a process and standards for assigning employees to work at special events. Both sides, the Union and the District, will appoint their own three members to participate in a committee to study the process for assigning employees to a special event work in the district. The Union participants will be paid for their time on the committee. The committee will address the attributes needed for events including specialized skills, teamwork and other components for a successful program. The committee will devise the process by which employees will be selected for such extra

work. The committee shall finish its work by March 31, 2021 and report back its findings to the labor management committee.

- 7.13 **Floater Cook Assistant** - This is a contracted position assigned a minimum of three and one half (3.5) hours per day paid at the cook assistant rate of pay. The Floater is notified the day the position becomes available as to the location that needs to be filled. The site location will first have the right to fill as per Article 7.9.1 before Floater is assigned. If the position filled by the Floater is at a higher pay or longer hours, then the Floater will receive the higher pay for the time worked.
- 7.14 **Floater Manager** - This is a contracted position assigned a minimum of six (6) hours per day paid at the middle school manager rate of pay. The Float Manager will fill in for Secondary or Elementary Kitchen Managers when no SAM or Cook Assistants are available or qualified to fill the open manager position for the day. The Float Manager will be assigned additional training and support tasks when not required to fill a Kitchen Manager position.
- 7.15 Employees within a kitchen shall have first opportunity to fill temporary job openings and meet extra and overtime requirements for that kitchen. Such temporary job assignments will be made from the affected kitchen's staff. All temporary vacancies will be filled by the next lower position. In the event the lowest vacant position cannot be filled in this manner, then the assignment will be made from the District's list of substitutes.
- 7.16 Adjustment of hours of work shall be made upon the needs of individual kitchens.

8.00	TRAINING
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- 8.1 The District will develop a training program for all newly hired employees. A check list of training items will be made in collaboration with the Union.

When a new employee is hired, they will receive at least one (1) day of training and shadowing before they are placed in a permanent position or the substitute pool. Training is necessary for new employees to be prepared for all aspects of the Child Nutrition Program. Kitchen Manager(s) in assigned kitchens will continue training until all items on the checklist are completed. If the District determines additional training is required and there is sufficient substitute coverage, the District may provide additional days of new hire training.

When an employee is promoted to a Kitchen Manager position, it is expected that they have previously received the appropriate training to move into the role. If it is determined by the District that a new Kitchen Manager needs additional training, the District will provide up to two days of training.

- 8.2 **Cross Training** - The Union and the District see the benefit of the employees being cross trained in the job duties of the other positions in the kitchen, as this

increased skill set will benefit future employment options for the employee and increase overall program viability. Kitchen managers will coordinate multiple on-site training and cross training opportunities throughout the school year. The Float Manager may assist with additional training and support tasks as necessary.

9.00	HOLIDAYS
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- 9.1 Food Service employees shall be paid for eleven (11) holidays during their work year; these holidays are Labor Day, Veteran’s Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, one (1) additional day after Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King's Observance Day, President's Day, and Memorial Day. Payment for any holiday is contingent upon working the last working day before and first working day after such holiday, except for absences due to bereavement leave, emergency leave, jury duty leave or personal illness. Employees working in a higher classification for more than sixty (60) consecutive working days shall be paid holiday pay at the higher classification rate for any holiday that falls during their time serving in the higher classification after the sixtieth (60th) work day.

10.00	LEAVES
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- 10.1 **Illness, Injury and Emergency Leave** - The following provisions for illness, injury and emergency leave are established in accordance with RCW 28.A.400.300 as amended.

10.1.1 At the beginning of each work year, each employee will be credited with twelve days of illness, injury or emergency leave, which will accumulate from year to year and such accumulated leave may be taken at any time during the year, but for purposes of payment for unused illness, injury and emergency leave shall not exceed twelve days per year.

10.1.2 The District may require an employee, after an absence of three consecutive days, using illness or injury leave to provide the District with a physician’s certificate consistent with WAC 296-128-660. Failure upon demand to provide the District with said certificate or statement may result in a salary deduction.

10.1.3 Accumulated days of the illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:

10.1.3.1 Serious illness or injury in the immediate family;

10.1.3.2 Court appearance or hearing in which the employee is an individually named defendant or respondent;

10.1.3.3 Birth of a male employee's child; or

10.1.3.4 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health, or family safety.

10.1.4 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.

10.1.5 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee. Pursuant to RCW 28A.400.210, employees may participate in the District's Attendance Incentive Program and convert accumulated sick leave annually provided however, the employee is eligible to so convert leave into compensation.

10.1.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.

10.1.7 Illness, Injury and Emergency Leave compensation is granted under the conditions of current employment.

10.1.8 If it is necessary for an employee to miss or be late for work because of an illness or an emergency, the employee must notify his or her supervisor at least two (2) hours, when possible, prior to the start of the employee's scheduled shift.

10.2 The employee shall receive compensation for eligible accumulated illness, injury and emergency leave as an employee attendance incentive program in accordance with the provisions of state law and agency regulations and directions.

10.3 **Bereavement Leave**

10.3.1 Each employee shall be allowed a maximum of five (5) days leave for each occasion with pay in case of death of a member of that employee's immediate family (spouse, parent, child, brother, sister or other person living in the immediate household).

10.3.2 Each employee shall be allowed a maximum of three (3) days leave for each occasion with pay in case of death of that employee's son- or daughter-in-law, brother- or sister-in-law, mother- or father-in-law, grandchild, or grandparents.

10.3.3 Each employee shall be allowed a total of one (1) day's leave per year with pay to attend any other funeral or similar recognition.

10.3.4 This bereavement leave is not deducted from the accumulative sick leave of the employee nor is it cumulative.

10.3.5 In certain cases, bereavement leave may be extended under Article 10.1 or 10.4. Requests for this shall be made to the Director of Human Resources.

10.4

Personal Leave

10.4.1 Employees shall be entitled to take up to two (2) days of personal leave with pay per year, accumulative up to six (6) days.

10.4.2 The employee desiring to take personal leave shall submit a written request to the Director of Food Service, following a discussion with the Kitchen Manager, at least five (5) days prior to the requested start of the leave. Such absence shall be requested on a District and Union approved leave form and response to the request will be made in writing to the employee and the Kitchen Manger within two businesses days. The Director of Food Service may grant an exception to this timeline on a case by case basis.

10.4.3 Reasons for personal leave are not required, and personal leave may be used for personal matters. Personal leave may not be used to extend school breaks or holiday weekend. The District encourages staff to use personal leave during the school year in a manner that does not disrupt the operation of the program. At a minimum, the District will allow two Kitchen Managers to use personal leave on an eligible day and three other employees district-wide in the remaining job titles to be absent on personal leave on an eligible day. Similarly, the District may need to deny a request for personal leave for any employee if the request would have a negative impact on the ability of the District to meet its operational needs based on known anticipated absences of staff and the reason for the denial will be stated in writing to the employee. Additional staff requests may be approved if operational needs support the approval.

10.4.4 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one additional day for this purpose. An employee may also use personal leave for such purposes.

10.4.5 Each June employees may elect to receive monetary compensation for unused accumulated personal leave; provided, that the employee has at least two (2) days of accumulated leave on record as of the last day of school and that the employee provides written notice to the payroll office by June 30th of his/her intent to convert his/her accumulated personal leave to monetary compensation. Compensation will be received on July hourly payroll.

10.4.5.1 For eligible employees electing monetary compensation, the personal leave balance as of the last day of school or a lesser amount of the balance if indicated by the employee shall be

converted to monetary compensation at the amount of twenty-five percent (25%) of the employee's current basic rate of pay.

10.4.5.2 The term "basic rate" shall mean the employee's regular rate of pay exclusive of overtime rates, higher classification rates, special function pay and health insurance premiums and other forms of insurance premiums.

10.4.5.3 All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.

10.4.5.4 PERS Plan 1 members are not eligible for personal leave monetary compensation conversion earned during the two (2) years of service used to calculate retirement. If an employee retiring under Plan 1 receives personal leave monetary compensation during the two (2) years of service used to calculate retirement, the Employer shall deduct the amount so converted and paid from the employee's final pay.

10.5 **Paid Family and Medical Leave (PFML)** - Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall pay the 0.1467% wage premium and the employee shall pay the 0.2533% of his/her individual wage premium to fund this leave.

10.6 **Leave of Absence - Unpaid Leave**

10.6.1 Each employee desiring a leave of absence for up to one year shall apply through his/her supervisor to the Director of Human Resources at least fifteen (15) days prior to the anticipated starting date of the leave. Upon receiving application, the Director of Human Resources shall consult with the applying employee and the supervisor concerning the leave. The Director of Human Resources shall determine whether to grant the leave based on all the facts, the welfare of the employee, and the welfare of the District. The District will state in writing the terms of the leave of absence. An employee may apply for a leave of absence without pay for any reason. At the expiration of the leave, the employee shall return to work with the same rate of pay and benefits. The District will respond to requests for leave of absence within five (5) business days of receiving the request.

10.7 **Jury Duty** - The employer shall permit an employee to report for jury duty and/or to serve as a member of the jury with pay.

10.8 **Leave Sharing** - Shared leave shall be available to Food Service employees according to the current District policy and state law.

10.9 Employees absent from work must be on an approved leave. Absences without approved leave may be subject to disciplinary action.

11.00	EMPLOYEE STATUS
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11.1 **Personnel Matters**

11.1.1 **Definitions**

11.1.1.1 **Seniority** - An employee's seniority shall be defined by the employee's length of continuous regular (not substitute) service in the bargaining unit, excluding the employee's probationary period.

11.1.1.2 **Assignment** - Assignment to a position shall be by placement, transfer or promotion.

11.1.1.3 **Placement** - Placement shall mean an employee's initial assignment to a position within the bargaining unit.

11.1.1.4 **Transfer** - Transfer shall mean an assignment of an employee to a position within the bargaining unit from another position within the bargaining unit.

11.1.1.5 **Promotion** - Promotion shall mean an assignment of an employee to a position within the bargaining unit which would result in an increase in the hourly rate of pay for the employee.

11.1.1.6 **Vacancy** - A vacancy shall be defined as any position:

- A) Without an employee assigned at the time; and
- B) Determined by the District to be available.

11.1.1.7 **Job Sharing** - Job sharing shall mean the filling of a single position with two (2) individuals who have expressed a desire to share the position. The District reserves the right to determine when a position is available for job sharing. Any position filled through a job sharing arrangement will be reviewed annually for its continued availability as a job share.

11.1.2 **Application Procedure** - Employees wishing to apply for any of the posted vacancies shall make application, as provided for in the posting. The employee's application shall include his/her reasons for applying.

11.1.2.1 Vacancies will be advertised in all work locations for a period of at least five (5) working days. This advertising will occur within

fifteen (15) working days of the vacancy. Absent extenuating circumstances the vacancy will be filled within fifteen working days after the close of the posting.

11.1.2.2 Positions vacated due to an incomplete trial period need not be advertised.

11.1.3 Qualifications for a posted vacancy shall be determined and assessed by the District matching two factors: Job factors and Applicant factors. Job factors shall include consideration of those elements posted on the job posting and specific job requirements. Applicant factors shall include consideration of the employee's past performance, training, work experience, and desire for the position. If two or more applicants are judged by the District to possess equivalent qualifications for the job, then the employee with the greater seniority shall be granted the promotion or transfer.

11.1.3.1 In the event of a promotion or transfer, the following shall apply:

- A) The trial employee's former position may be declared vacant by the Director of Food Service commencing with the first day of the trial period;
- B) For a promotion or transfer within the same building, and same classification of zero to one half (0.0 - 0.5) hour, there shall be no trial period;
- C) For a promotion or transfer within the same building, and same classification of more than one half (0.5) hour, the employee shall be given a trial period of fifteen (15) work days in the new position;
- D) In the event of a promotion or transfer outside the employee's current classification or building, the employee shall be give a trial period of not more that thirty (30) work days in the new position;
- E) Prior to the completion of the trial period, the employee may return to or the District may return the employee to the former or a comparable position if trial performance is not satisfactory. The Kitchen Manager will provide input on the performance of the employee for the trial period through a written evaluation (using district-approved form) at least twice; once within the first half of the trial period and once by the end the trial period. The employee shall receive the higher rate of pay during the trial period;

F) The person who replaces the individual who transferred or was promoted must understand that remaining in the position is contingent upon the successful completion of the trial period by the transferring or promoted individual.

11.1.3.2 A senior employee who is passed over for the promotion or returned to a former or a comparable position will receive written notification of the reasons for such action upon request.

11.1.3.3 All newly hired employees shall initially be employed on a probationary status for a period of not more than thirty (30) work days once they commence work. During this probationary period, only the grievance procedures through Step 1 shall apply, and termination for unsatisfactory performance, misconduct or other lawful reason shall be at the District's discretion and the salary will remain at substitute hourly rate of pay. Upon satisfactory completion of this initial probationary period, the employee shall be subject to all rights and duties as other employees.

11.1.4 **Layoff and Recall**

11.1.4.1 Seniority shall govern in all layoffs and recalls of employees covered by this Agreement. Layoffs will occur by classification in reverse order of seniority. Employees displaced by layoff from their current classification shall be considered for retention in those lower classifications in which they have prior work experience.

11.1.4.2 Absent written notice to the Union from the District to the contrary, no employee shall be laid off as a result of special levy failure prior to the end of the school year in which the levy failed.

11.1.4.3 The District agrees to give as much notice to employees as reasonably possible, but no less than each employee thirty (30) days notice of intended layoff.

11.1.4.4 Every effort will be made to allow a reduction in the workforce to occur through normal attrition which will include resignation, termination and retirement.

11.1.4.5 Employees on layoff status shall be placed in a re-employment pool. Employees on layoff status shall file their mailing and personal email addresses in writing with the Human Resource's office and shall promptly advise the District in writing of any changes to contact information. An employee on layoff status who rejects two (2) offers of reemployment forfeits seniority and

all other accrued benefits. (For purposes of this article, "offer" means a position substantially equal to or greater than that held prior to layoff.)

11.1.4.6 Accumulated sick leave and seniority accrued at the time of layoff shall be retained for those employees in the re-employment pool.

11.1.5 Mandatory retirement shall be as provided by law.

11.1.6 Employees shall give the District at least two (2) weeks notice of their intent to resign or terminate.

11.1.7 **Rehire** - When an applicant who has previously successfully completed a probationary period in a regular Food Service position and who is rehired by the district in a Food Service position shall retain longevity for pay.

11.2 The seniority rights of any employee shall be lost for the following reasons:

- A) Resignation;
- B) Discharge; or
- C) Retirement.

11.3 Seniority rights shall not be lost but the employee shall accrue additional seniority when:

- A) Absent by reason of industrial accident or industrial illness;
- B) Absent by being on a leave of absence granted for serving in the Armed Forces of the United States or layoff status as herein provided; or
- C) Job Sharing.

11.3.1 Seniority rights shall not be lost but the employee shall not accrue additional seniority when:

- A) On the second year or more of industrial illness leave or on other authorized non-paid leave.
- B) Employees in the re-employment pool

11.4 Seniority privileges under this Agreement must be a derivative of seniority accrued pursuant to the terms of this Agreement and must be based upon time spent with the Northshore School District Food Service unless otherwise required by law.

12.00	DISCIPLINE AND DISCHARGE
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- 12.1 No employee may be discharged, disciplined, or suspended except for just cause. No employee shall be discharged, disciplined, or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work conduct within ten (10) working days of the date of an alleged violation. When the alleged violation is raised by a student, the employee shall be given an opportunity to tell his/her side of the story before any disciplinary action is taken.
- 12.2 No warning notices shall be necessary if the cause for discharge or suspension is theft, intoxication related to employment, criminal activity or other conduct inconsistent with community standards, for reckless or unauthorized use of District vehicles or equipment, or other conduct of a similar magnitude. An employee shall be entitled to receive a written statement of the reasons for discipline, suspension or discharge.
- 12.3 The District agrees to follow a policy of progressive discipline which normally includes oral warning, written reprimand, suspension, and termination. Notwithstanding, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

13.00	UNION MEMBERSHIP
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- 13.1 The District will make a payroll deduction for Union dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- 13.2 Prior to the beginning of each school year, the Union will give written notice to the District of the dollar amount of dues and assessments required of an Union member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September shall have their deductions prorated. Each month during the school year, the District will send the Union all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.
- 13.3 The Union will indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said

persons, individually or severally, resulting from the correct implementation of the provisions of this Article, provided that the Union shall have the right, but not the duty, to designate, and pay all costs for, the attorney who may assist in the defense of any suit brought against the District as a result of these provisions.

13.4 The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. The District will provide the Union with reasonable notice of new employee orientation date and time. No employee may be mandated to attend the meetings or presentations by the Union. "Reasonable access" for the purposes of this article means: (a) The access to the new employee occurs within forty-five (45) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Union.

The District will provide the Union with the name, work location, and contact information of new employees within thirty (30) days of their hire date.

14.00 GRIEVANCE PROCEDURE

14.1 **Scope** - The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the terms of this Agreement.

14.2 **Definition** - A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

14.3 **Procedure** - The Union or an employee may institute a grievance. The proper procedure for pursuing adjudication of alleged grievances is as follows: The employee shall first discuss the grievance with their immediate supervisor. If an employee so wishes, they may be accompanied by a Union representative at such discussion. The grievant shall inform the supervisor that the discussion is considered part of the grievance process. All grievances not brought to the immediate supervisor, in accordance with the preceding sentence, within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing. Resolution(s) resulting from discussion(s) are not necessarily precedential in nature. This informal step does not apply to the Union as an individual grievance.

14.3.1 **Step One** - If the employee is not satisfied with the informal discussion(s) relative to the matter in question, or if no meeting date was set within five (5) working days of the request for an informal meeting, the employee may proceed to the formal grievance procedure, Step One. The Union or the aggrieved will commit the grievance to writing, sign it, and present it to the

Director of Food Service. The written statement should include (1) the nature of the grievance, (2) the article(s) or section(s) alleged to have been violated, and (3) the recommended solution to the grievance. Within five (5) working days of receipt of the written grievance, the immediate supervisor shall communicate a written response to the aggrieved. If the grievance is not satisfactorily resolved, the grievant may, within five (5) working days of receipt of the written response, proceed to Step Two.

- 14.3.2 **Step Two** - If the Union or the grievant is not satisfied with the resolution at Step One, the Union or the grievant may, within five (5) working days of receipt of the written response in Step One, submit the grievance to the Superintendent or designee. Within ten (10) working days of receipt of the grievance, the Superintendent or designee, shall schedule a meeting to discuss the grievance, with the aggrieved, the Union and anyone else deemed appropriate; and shall communicate a written response to the aggrieved within five (5) working days of the close of the meeting.

If the grievance is not satisfactorily resolved the Union may, within five (5) working days of receipt of the written response, proceed to Step Three.

- 14.3.3 **Step Three** - If the parties in Step Two cannot reach an agreement on the disposition of the grievance in ten (10) working days, the grievance shall be referred promptly, in writing, to an arbitration committee. This committee shall consist of one representative from the District, one representative of the Union and a third member chosen by these two. Step Three may be invoked only at the discretion of the Union, not the grievant. The right to take a grievance into arbitration (Step Three) is a right of the Union, not the employee.

The District and the Union shall appoint their representative to the arbitration committee within five (5) working days of receipt of the grievance from Step Two. If the District representative and the Union representative are unable to agree on a third member within fifteen (15) working days of their appointment to the committee, then the Public Employment Relations Commission shall be requested to appoint the third member.

The decision of this arbitration committee shall be binding on all parties to the grievance, and arbitration costs will be shared equally by the employee group and the District.

- 14.3.4 The Union shall be responsible for moving grievances forward if the resolution is not accepted for any given step. Failure of the Union to respond within the time limits, as specified, shall result in the grievance being withdrawn. A failure of the District to respond within the time limits, as specified, shall be cause for the Union to proceed to the next step. If the employee does not pursue the grievance to the next step within the

prescribed time limits, the grievance shall be presumed resolved. If the District does not respond within the time limits at any one of the steps, it shall automatically move the grievance to the next step. Movement to arbitration is regulated by Article 14.3.3. The time limits set forth in this Article may be extended by mutual written agreement.

14.4 **Grievance Form** - In order to be considered, the grievance form attached hereto as Appendix B may must be used to facilitate action upon the alleged grievance.

14.5 Resolutions made without Union approval shall not be considered precedential between the parties with respect to the interpretation of the Agreement.

15.00 SALARIES AND EMPLOYEE COMPENSATION

15.1 **Salary Schedule**

15.1.1 The hourly salary for each Food Service employee job category shall be derived from the appropriate point on the negotiated salary schedule.

15.1.2 Employees shall be paid according to the salary schedule as displayed in Appendix A of this Agreement.

For the 2020-21 school year, the wage rates on Appendix A shall be increased by 6.75%, inclusive of the State-funded implicit price deflator identified in RCW 28A.400.205

For the 2021-22 school year, the wage rates on Appendix A shall be increased by the State-funded implicit price deflator identified in RCW 28A.400.205, plus one percent (1%).

For the 2022-23 school year, the wage rates shall be increased by the State-funded implicit price deflator, plus one percent (1%).

15.1.3 Incremental steps, where applicable and agreed upon by the parties, shall take effect on September 1, or the beginning of the school year, whichever is earlier; employees shall be employed for ninety (90) work days during the school year to qualify for a step advancement on the salary schedule for the following year.

15.2 **Pay Procedures**

15.2.1 Employees shall participate in the direct deposit program and will designate the participating financial institution to which their pay shall be transmitted before the first day of each month. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly pay warrant rather than being on direct deposit.

15.2.2 Upon an employee's separation from employment, the employee's final pay will be automatically deposited into the financial institution on record. The employee will have access to the Employer's on-line system for viewing employee pay until the date of the final deposit.

15.3 **Overpayment of wages**

15.3.1 In the overpayment of wages to an employee, the employee will be required to pay back the amount of overpayment. A repayment plan may be established with the Employee for recovery of the funds over the period of time equal to the amount of the overpayment or as otherwise mutually agreed.

15.4 **Certification Program**

15.4.1 The District shall make available a program for additional pay for all employees who complete the required curriculum and have received certification from the School Nutrition Association. This additional pay will be a stipend provided that the employee maintains the certification throughout the year. Employees are eligible to receive one stipend annually. The stipend amounts will be as follows:

Level 1	\$350	Level 3	\$550
Level 2	\$450	Level 4	\$650

15.4.2 Documentation of certification must be submitted to the District by September 15 of each year to be eligible for the stipend.

15.4.3 If an employee does not complete the credits to maintain certification, he/she shall no longer receive the stipend. The stipend shall be reinstated prospectively when the employee has made up the deficient credits and has documentation of current certification status.

15.4.4 Employees who received certification and are on unpaid leave of absence shall not be eligible to receive the stipend.

15.4.5 The "Certification Program" replaced the previous "Incentive Program" on September 15, 2002.

15.4.6 Those recipients of Incentive Pay shall continue to receive such as long as they occupy a bargaining unit position. No new employees will qualify for Incentive Pay nor shall current recipients advance under the terms of the closed program.

15.4.7 Any employee, whether a recipient of Incentive Pay or not, may participate in the new Certification Program. Once the employee qualifies for the Certification Program, he/she shall receive the premium pay associated

with the Certification Program regardless of whether that employee is receiving an Incentive Program premium.

15.5 **Conference Attendance**

15.5.1 Up to five (5) employees may attend the annual Washington School Nutrition Association conference per year. The District will reimburse those five (5) employees for the registration fees and associated travel fees pursuant to Board Policy.

15.5.2 The District will also pay for registration fees for Washington School Nutrition Association workshops (two per year).

15.6 **Retroactive Pay** - Retroactive pay, when agreed to, shall be paid consistent with the agreement reached.

15.7 **Mileage Reimbursement** - Any employee authorized in advance by the Director of Food Service to travel from one school to another in his/her private vehicle during working hours on District business shall be reimbursed for such travel on a per-mile basis at the IRS-approved rate.

15.8 **Uniform Allowance Reimbursement** - Employees and substitutes are expected daily to comply with the District clothing standard requirements. The Director of Food Service will make certain that each employee and substitute receives a copy of the District clothing standard requirements by September 1. On February 1 and upon request of the Union, bargaining unit members will be informed of the balance of their uniform allowance. The clothing standard requirements will be reviewed by the Joint Labor Management Committee on a yearly basis. To assist employees in meeting these requirements, the District shall reimburse each eligible employee for clothing expenses as provided below.

15.8.1 The Clothing Allowance shall be as follows: \$350 per school year for employees who have completed probation, pro-rated during the employee's initial year of employment based on the following schedule:

Completed probation as of September 1	\$350
Completed probation as of November 15	\$250
Completed probation as of February 1	\$200
Completed probation as of the last day of school	\$150

Receipts will be needed for the clothing/shoe reimbursement allowance. Original receipts shall be turned into the Director of Food Service by June 30th for any year the employee is seeking the allowance. Receipts will be accepted for clothing/shoe items purchased during the period from July 1st through June 30th. The reimbursement amount for a given year would be limited to an amount equal to the total of the employee's submitted proof

of purchase(s) (i.e., original store receipts) of clothing/shoe items meeting District requirements but no more than the maximum amount derived by the formula for permanent employees as described above.

15.8.2 Employees may wish to make a copy of the receipt for their personal records before submission. Employees permanent as of February 1st need to submit original receipts dated between their date of hire through June 30th of the current school year.

15.9 **Food Worker Card** - Regular employees shall be reimbursed for the cost of renewing their food worker permit. Employees shall submit a “Travel and Expense Reimbursement Claim” form to the Director of Food Service with the original receipt for this purpose.

15.10 **Longevity Step** - Effective September 1st (or the beginning of the school year if earlier) following an employee’s completion of the employee’s ninth year of employment in a bargaining unit position, the employee shall be placed on Step 10 of the salary schedule contained in Appendix A. Following an employee’s completion of their fourteenth year of employment in a bargaining unit position, the employee shall be placed on Step 15 of the salary schedule contained in Appendix A. Step 10 shall be 4% above Step 6 and Step 15 shall be 4% above Step 10.

16.00	INSURANCE BENEFITS
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16.1 **SEBB** – The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

16.2 **Eligibility** – Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.

16.3 **Benefit Enrollment/Start** – Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee’s benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

- 16.4 **Continuity of Coverage** – When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.
- 16.5 **Benefit Termination/End** – Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full school year obligations (i.e. the end of the student school year in June) benefit coverage will continue until August 31.
- 16.6 **Declining Coverage** – With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.
- 16.7 **Compliance and Legislative Changes** – All provisions of this Article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Article 16 for negotiation over the changes to the extent allowed by law.
- 16.8 **Tax Deferred Annuities** - The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the Union shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.
- 16.9 **Deferred Compensation Plan** - In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.
- 16.10 **Health Reimbursement Plan (VEBA)** - The District and Union will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.
- 16.11 **Retirement Program** - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the

Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee information concerning PERS or SERS membership benefits.

17.00	TERMS AND SEPARABILITY OF PROVISION
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- 17.1 The term of this Agreement shall be from September 1, 2020 until August 31, 2023 at which time it shall expire.
- 17.2 During the term of this Agreement, the employer's monthly contribution for insurance purposes shall be amended to reflect the amount authorized and funded by the State for such purposes. In addition, District Health Benefits Committee recommendations will be incorporated as amendments to this agreement.
- 17.3 If either the Union or the District desires modifications of this Agreement, the Agreement must be reopened by mutual consent.
- 17.4 If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. If any provision of this Agreement is so held to be contrary to law, the parties shall, by mutual consent, commence bargaining as soon thereafter as is reasonably possible.
- 17.5 Should the District subcontract or change the operation of the Food Service program during the term of this Agreement to be operated by any other party, the District shall contract with such party that all present Food Service employees will in order of seniority be offered employment by the new agency to fill vacancies created by such transaction.
- 17.6 **Distribution of Agreement** - Within the first thirty (30) working days following execution of this Agreement and agreement on the final draft copy, the District shall print and make available to the Union a copy of this Agreement for each member of the bargaining unit. Twenty (20) additional copies shall be provided to the Union. The costs of printing shall be borne by the District. All employees newly hired by the District shall be provided a copy of this Agreement by the District at the time of the new employee's orientation.
- 17.7 **Strikes** - The Union and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees. During the term of this Agreement, the employees shall not cause or engage in any work stoppage, or strike or work slow down, sick-in or other partial or temporary withholding of services.

17.8

Lockouts - During the term of this Agreement, the District agrees there will be no lockout of employees covered by this Agreement.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT #417
AND
UNITED CLASSIFIED WORKERS UNION #4795
2020 – 2023**

SIGNATURE PAGE

For the Union:

Mary Ege

Mary Ege, Kitchen Manager

Carla Powell

Carla Powell, Cook Assistant

For the District:

Dr. Michelle Reid

Dr. Michelle Reid, Superintendent
on behalf of the Board of Directors

Abel Ghirmai

Abel Ghirmai, Director of Human Resources

I certify that this agreement was approved by the District’s Board of Directors at its meeting on November 23, 2020.

2/1/2021

Date

Union Bargaining Team:

Mary Ege
Carla Powell
Wynne Arriola
Kristine Bengochea
Nanette Connor
Mary Oakley
Anna-Marie Magdalena

District Bargaining Team:

Rachel Miller
Abel Ghirmai
Juliana Fisher
Tracy Patterson
Jenna Valach
Michael Shurtlieff
Delene Andrew
Stephanie Greany

APPENDIX A 2020-2021 SALARY SCHEDULE

**FOODSERVICE EMPLOYEES SALARY SCHEDULE
NORTSHORE SCHOOL DISTRICT NO. 417
2020-2021**

SCHEDULE 41
Effective September 1, 2020

Step	01	02	03	04	05	06	10	15
Kitchen Manager High School	21.94	22.38	22.83	23.29	23.75	24.23	25.20	26.20
Kitchen Manager Middle	21.51	21.94	22.38	22.83	23.29	23.75	24.70	25.69
Kitchen Manager Elementary	19.64	20.04	20.44	20.85	21.26	21.69	22.55	23.46
Secondary Asst Manager	18.82	19.20	19.58	19.98	20.38	20.78	21.61	22.48
Satellite Lead \$0.50	17.50	17.84	18.18	18.54	18.90	19.26	20.04	20.84
Cook Assistant	17.00	17.34	17.68	18.04	18.40	18.76	19.52	20.30
Cook Manager Wdmr Elem	20.14	20.54	20.94	21.35	21.76	22.19	23.07	24.00

1. For the life of the contract represented Substitutes shall be paid \$15.50 pursuant to Schedule 95
2. Employees who have completed their 9th year of service in the bargaining unit as of 9/30 of the current year, shall be placed on Step 10
3. Employees who have completed their 14th year of service in the bargaining unit as of 9/30 of the current year shall be placed on Step 15
4. Step 10 is 4% above Step 6
5. Step 15 is 4% above Step 10
6. The Secondary Academy for Success Lead will be paid at the Secondary Assistant Manager rate of pay

Adopted by the Board of Directors on: November 23, 2020

APPENDIX A-1 INITIAL 2021-2022 SALARY SCHEDULE

FOODSERVICE EMPLOYEES INITIAL SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2021-2022

SCHEDULE 41
 Effective September 1, 2021

Step	01	02	03	04	05	06	10	15
Kitchen Manager High School	22.16	22.61	23.06	23.52	23.99	24.47	25.45	26.47
Kitchen Manager Middle	21.73	22.16	22.61	23.06	23.52	23.99	24.95	25.95
Kitchen Manager Elementary	19.84	20.24	20.64	21.05	21.47	21.90	22.78	23.69
Secondary Asst Manager	19.01	19.39	19.78	20.18	20.58	20.99	21.83	22.70
Satellite Lead \$0.50	17.67	18.01	18.36	18.72	19.08	19.45	20.23	21.04
Cook Assistant	17.17	17.51	17.86	18.22	18.58	18.95	19.71	20.50
Cook Manager Wdmr Elem	20.34	20.74	21.14	21.55	21.97	22.40	23.30	24.23

1. For the life of the contract represented Substitutes shall be paid \$15.50 pursuant to Schedule 95
2. Employees who have completed their 9th year of service in the bargaining unit as of 9/30 of the current year, shall be placed on Step 10
3. Employees who have completed their 14th year of service in the bargaining unit as of 9/30 of the current year shall be placed on Step 15
4. Step 10 is 4% above Step 6
5. Step 15 is 4% above Step 10
6. The Secondary Academy for Success Lead will be paid at the Secondary Assistant Manager rate of pay

Adopted by the Board of Directors on: November 23, 2020

APPENDIX A-2 INITIAL 2022-2023 SALARY SCHEDULE

FOODSERVICE EMPLOYEES INITIAL SALARY SCHEDULE
 NORTSHORE SCHOOL DISTRICT NO. 417
 2022-2023

SCHEDULE 41
 Effective September 1, 2022

Step	01	02	03	04	05	06	10	15
Kitchen Manager High School	22.38	22.83	23.29	23.75	24.23	24.71	25.70	26.73
Kitchen Manager Middle	21.94	22.38	22.83	23.29	23.75	24.23	25.20	26.21
Kitchen Manager Elementary	20.04	20.44	20.85	21.26	21.69	22.12	23.01	23.93
Secondary Asst Manager	19.20	19.59	19.98	20.38	20.79	21.20	22.05	22.93
Satellite Lead \$0.50	17.84	18.18	18.54	18.90	19.27	19.64	20.43	21.24
Cook Assistant	17.34	17.68	18.04	18.40	18.77	19.14	19.91	20.70
Cook Manager Wdmr Elem	20.54	20.94	21.35	21.76	22.19	22.62	23.53	24.47

1. For the life of the contract represented Substitutes shall be paid \$15.50 pursuant to Schedule 95
2. Employees who have completed their 9th year of service in the bargaining unit as of 9/30 of the current year, shall be placed on Step 10
3. Employees who have completed their 14th year of service in the bargaining unit as of 9/30 of the current year shall be placed on Step 15
4. Step 10 is 4% above Step 6
5. Step 15 is 4% above Step 10
6. The Secondary Academy for Success Lead will be paid at the Secondary Assistant Manager rate of pay

Adopted by the Board of Directors on: November 23, 2020

APPENDIX B GRIEVANCE REVIEW REQUEST

This form is to be used in initiating a formal grievance review request pursuant to procedures adopted for the processing of grievances under Article 14, Grievance Procedure, of the Agreement with the Food Service Employee Group.

“Grievance” means an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation of a specific District policy, rule or regulation.

In formally presenting a grievance at Step 1 or Step 2, a Grievance Review Request form addressed to the appropriate administrator will be submitted. This form completed through Step 2 shall accompany any request for arbitration at Step 3.



To: _____ From: _____

Grievant’s Name: _____ Position Title): _____

Address: _____ Home Phone: _____

School Building: _____

1. Consistent with the procedure for adjusting a grievance, I have taken the following actions:
(Indicate specifically by name and title who has officially reviewed the grievance to date.)

Step 1: _____ Date Conference Held: _____
(Director, Food Service)

Step 2: _____ Date Conference Held: _____
(Deputy Superintendent)

2. The nature of my grievance is:

3. The adjustment I am recommending and seeking is:

Signature: _____ Date: _____

APPENDIX C STAFFING REVIEW AND ADJUSTMENT PROCEDURE

When employees believe that hours allocated to their worksite are insufficient to meet workload demands, the Kitchen Manager will gather data to confirm that the perception has become a consistent, daily need. The Kitchen Manager, with the site staff input, will consider what adjustments and realignment in hours and duties can be reasonably accomplished within the existing staffing allocation.

This review and recommended adjustments will be shared with the appropriate Field Supervisor. If the Field Supervisor concurs with the modifications, he or she will authorize appropriate changes within the existing staffing parameters.

If, after a reasonable time, the adjustments do not resolve the workload issue, then with the Field Supervisor's concurrence, the Kitchen Manager and the Field Supervisor will develop a statement of the issue, supply data to help explain the nature and extent of the issue and recommend possible staffing changes or program options for consideration by the Food Service Director.

After review of the data and the recommendations, the Food Service Director and Field Supervisors will determine if and how the original staffing determination will be adjusted, in the context of program fiscal constraints.