Between

Sumner-Bonney Lake School District No.320

And

International Union of Operating Engineers, Local 286

Child Nutrition and Transportation

Term: September 1, 2017 through August 31, 2019
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PREAMBLE

This Agreement is made and entered into between Sumner-Bonney Lake School District No. 320 (hereinafter "District"), and the International Union of Operating Engineers, Local 286 (hereinafter "Union").

COMMON PROVISIONS

ARTICLE 1 - RECOGNITION AND COVERAGE OF AGREEMENT

1.1 The District hereby recognizes the Union as the exclusive representative of full time and regular part time employees employed in child nutrition and transportation classifications (including dual function employees), as defined by the Public Employment Relations commission, Case No. 3479-E-81-671, and excluding confidential, casual, on-call employees, and all employees employed in the Central Office.

1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as Assistant Superintendent, Executive Director, Administrative Assistant or Secretary, necessarily imply a confidential relationship to the Board of Directors or superintendent of the District; or any Supervisor, Director, Business Manager, secretarial-clerical employees or the bus dispatcher and driver trainer.

1.3 The bargaining unit to which this Agreement is applicable is as follows: (1) Child Nutrition general job classification; and (2) Transportation general job classification.

ARTICLE 2 - RIGHTS OF THE EMPLOYER

2.1 All management rights, powers, functions and authority shall remain vested exclusively in the District. It is expressly recognized that such rights, powers, authority and functions include but are by no means whatever limited to the full and exclusive control, management and direction of the District, the work performed and its employees. Included in such rights are the right to contract work and subcontract work, and to change, increase or eliminate procedures, methods, functions, equipment, facilities, as well as determining its work force, promoting, terminating, transferring employees or administering discipline.

2.2 The District and the Union agree that the above enumerations of management rights is for illustrative purposes only and not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law or common law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.

2.3 The exercise of these rights which are not in direct conflict with a specific provision of the Agreement shall not be subject to the grievance procedure.
2.4 It is further understood and agreed that failure to exercise any function herein reserved to it or retained by common law, or the exercise of any function in a particular way, shall not be considered a waiver of the right to exercise such function either in the same or in any other manner which is not contrary to the specific provisions of this Agreement.

ARTICLE 3 - RIGHTS OF THE EMPLOYEE

3.1 An employee is entitled to have a union representative present at an investigatory interview by the District, if the employee or the District reasonably has reason to believe the interview might result in disciplinary action. If requested, a business representative of the union shall make him/herself available without unreasonable delay considering the circumstance.

3.2 The District shall establish a job description for each position in the bargaining unit. Job descriptions may be developed or revised at the discretion of the District. The District shall provide copies of new or amended job descriptions to each employee at the time he/she is assigned to a position or in the event a job description is amended. Should a position be eliminated, the job description pertaining to the particular position may be eliminated too.

3.3 Employee Evaluations

Each employee shall be evaluated at least once each year. Supervisor(s) or their designee shall review the evaluation with the employee no later than the end of the student year for part year employees. Evaluations will be personally discussed with each employee. Employees shall sign their evaluation. The employee's signature on the evaluation does not necessarily indicate concurrence with the evaluation.

3.4 An employee may request a second evaluation ninety (90) work days after the employee's annual evaluation has been completed.

3.5 Personnel File

Employees shall have the right, upon submission of a written request to the District, to inspect their complete personnel file, excluding confidential references. Upon written request, copies of the documents in the personnel file shall be provided to the employee. The cost of copying and/or mailing per RCW 42.56.120 must be paid before copies will be given or mailed. Anyone, at the employee's request, may be present in the review of the personnel file, provided the District is notified in advance of who will be in attendance.

3.6 Employees shall have the right to attach his/her own written comments to any derogatory material in the employee's personnel file.

3.7 Employees may submit achievement awards, honors, community service awards, commendations or other like material for inclusion in the employee's personnel file.
ARTICLE 4 - NONDISCRIMINATION

4.1 Neither the District nor the Union shall unlawfully discriminate against any employees subject to this Agreement on the basis of race, sex, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, marital status, disability, or the use of a trained dog guide or service animal be a person with a disability nor in violation of any other applicable state or federal law.

4.2 In the event the District finds that any conflict exists between a provision of this collective bargaining agreement and the intent or spirit of any requirement under the Americans with Disabilities Act of 1990, as amended, the District shall have the right to waive the provision of the collective bargaining agreement so found to be in conflict, so as to permit accommodations as provided by law.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

The Union and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slowdown, picketing, or any other restriction of work against the District, and will discourage any such activity. Employees, while acting in the course of their employment, shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment. The District will endeavor to provide safe conduct through said picket lines. Disciplinary action, including discharge, may be taken by the District against any employee(s) violating this Article. Such disciplinary action shall not be subject to the grievance or arbitration procedures. However, in the event there is a dispute as to whether an employee(s) has violated this Article, arbitration may be invoked to settle that single question. The District shall not lock out members of the bargaining unit.

ARTICLE 6 - RIGHTS OF THE UNION

6.1 The Union has the right and responsibility to represent employees in collective bargaining as set forth in RCW 41.56.

6.2 The names, addresses and job classifications of employees in the bargaining unit will be provided annually in October to the Union and updated quarterly.

6.3 Visitation rights shall be granted to the designated representatives of the Union, to visit the employees in the appropriate bargaining units. Such visits shall not interfere with or interrupt the work flow. Union representatives shall notify the appropriate District director(s) of their arrival. The Union shall provide the District with a list of authorized union representatives.

6.4 The District agrees to provide suitable space for the Union to use as a bulletin board. Posting by the Bargaining Unit on such boards are to be confined to official business of the Union and its members.
ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign employees to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Nothing in this Article shall be construed as a guaranteed work day or work week, except as provided in other sections of this Agreement.

Employees shall be given a fifteen (15) minute rest period for each four (4) hours of work, if the nature of the work does not allow for intermittent breaks equaling fifteen (15) minutes. When a rest period is earned no employee shall be required to work more than (3) hours without a rest period.

7.2 Employees required to work through their regular lunch periods will be given another thirty (30) minute period to eat at a feasible time.

7.3 Employees temporarily requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary on the first day.

Employees promoted to a higher classified job, shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary.

7.4 In the event of an unusual school closure or delay due to inclement weather or plant in operation, the District shall initiate the Emergency Inclement Weather Procedures identified on the District website. Radio and Television stations will be notified of the schedule change and an automated message will be sent to the employee's designated phone. Additionally, employees may check the District website, sign up to receive School Messages alerts or call the Emergency Hotline 253-891-6001 for updated information on school operations. In the event that the closure/delay notice is not announced at least thirty (30) minutes before the regularly scheduled shift to the employees is due to begin, the employee, upon reporting to his/her job and notifying a District administrator or director, shall be paid two (2) hours regular pay and in the event of a school delay, may be assigned two (2) hours work. In the event of a school closure, the employee will be released.

7.5 Employees hired for a shift or run of less than two (2) hours, or employees called in to work extra, are guaranteed two (2) hours pay under the terms of this agreement. Upon completion of the assigned task, the remainder of the two (2) hours will be worked under the direction of the department director.

7.6 Overtime

All hours worked in excess of forty (40) per week shall be compensated at the rate of one and one-half times the employee's hourly rate. For the purpose of overtime calculation, a paid but unworked holiday, bereavement leave for an immediate family member and personal leave shall be considered as time worked.
Holiday pay on a worked holiday is not considered in computation of overtime as stated in Article 8.3.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable.

**ARTICLE 8- HOLIDAYS**

8.1 All employees shall receive the following paid holidays that fall within their work year:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day after Christmas
- Friday during the week of Spring Vacation

8.2 **Unworked Holidays**

Eligible employees shall receive pay equal to the job classification and pay status of the job they are performing during the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked both their last scheduled shift preceding the holiday and 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 both such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. Additionally, an exception will occur to this requirement in the event a school closure occurs on the last scheduled shift preceding the holiday and/or the first scheduled shift succeeding the holiday of an employee. Employees on unpaid leave of absence are not eligible for holiday pay.

8.3 **Worked Holidays**

Employees required to work on any above-described holiday, shall receive pay due them for the holiday, plus their base rate, for all hours worked on such holiday.

8.4 Holiday dates may be changed by mutual agreement between the Union and the District.

**ARTICLE 9 - VACATION**

Employees who are employed by October 1 and who complete the balance of the school year shall be paid on the June pay warrant the following number of vacation days:
ARTICLE 10 - LEAVES

10.1 Reporting Absences

Employees who are going to be absent must call their designated phone number, as early as possible and at least sixty (60) minutes prior to assigned start time, to report the absence whether or not a substitute is required. In the event the employee is calling less than sixty (60) minutes prior to assigned start time or the designated phone number is inoperable, the employee will contact their supervisor or the department office staff as early as possible to report the absence.

10.2 Sick Leave

10.2.1 Each regular employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick Leave shall be vested when earned and may be accumulated. Employees calling in sick may be asked what type of leave they are taking. Absences using paid sick leave for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide verification that establishes or confirms that the use of sick leave is for an authorized purpose.

10.2.2 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

10.2.3 In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Such payments shall continue during the period of disability until the employee's sick leave is exhausted.

10.2.4 Use of Sick Leave for Family Illness

Pursuant to the Washington Family Care Act, the District will allow employees to use sick leave to take care of a member of the employee's immediate family where such illness is a serious health condition. For non-serious health conditions up to five (5) days of accumulated sick leave shall be granted for each occurrence where the employee's attendance is medically necessary. Immediate family is defined as spouse, child, parent, stepparent, grandparent, grandchild, sibling or parent-in-law.
10.2.5 Emergency Leave

Emergency leave of up to three (3) days annually shall be granted with pay. Emergency leave shall be deducted from sick leave. Emergency leave is noncumulative and may not be used to extend other leave, with the exception of bereavement leave, within this Agreement. An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being of the employee or employee's immediate family, or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Application for emergency leave shall be made to the Executive Director of Human Resources or his/her designee. However, if it is impractical to do so, or if the Executive Director is not available, application for emergency leave may be made directly to an employee's supervisor with a timely follow-up request to Human Resources.

Exclusions for which emergency leave may not be used include:
1. Weddings.
2. Graduation/ceremonies where the employee is not a direct participant.
3. Political related activities.
4. Recreation related activities.
5. Union business.
6. Transportation problems, including weather conditions for local travel, with the exception of an accident or documented vehicle failure.

10.3 Bereavement Leave

Each employee shall be entitled to a maximum of five (5) paid days that must be used consecutively per occurrence for absence caused by death of a member of the employee's immediate family, immediate family is defined as spouse, registered domestic partner, parent, child, stepparent, grandparent, grandchild, sibling, brother/sister-in-law or parent-in-law. One additional day which may be taken in increments, may be granted each year for bereavement occasioned by the death of an employee's friend outside of the immediate family, if the relationship was unusually close. Bereavement leave is noncumulative and shall not be deducted from sick leave. Bereavement Leave shall not be counted as time missed from work for attendance purposes.

10.4 Maternity Leave

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee and her medical advisor deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 10.1.1 above for the period of actual disability. Before returning to work, the employee must be certified by her physician as ready and able to return.

10.5 Judicial Leave

In the event an employee is summoned to serve as a juror or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence.
in the 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 the amount received as pay by the court (excludes travel money). In the event that an employee is a party in a court action, such employee may request a leave of absence without pay or benefits.

10.6 Leave of Absence - Without Pay

10.6.1 Upon recommendation of the immediate supervisor and through administrative channels, and upon approval of the Superintendent or his designee, an employee may be granted a general leave of absence for a period not to exceed sixty (60) days; provided however, if such leave is granted due to extended illness, or other reasons acceptable to the district, up to one (1) additional year may be granted. Leave of absence will not be granted for employment in another agency or institution.

10.6.2 Employees returning from leave of absence shall be assigned to the same position held prior to the leave, if the position exists, provided the leave of absence does not exceed the employee’s length of active service, and provided the employee is qualified and has the ability to do the job.

10.6.3 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence and such leave shall be without any pay or benefits paid by the District.

10.6.4 The District shall apply this article in a manner consistent with the Family and Medical Leave Act of 1993. The exception to the Act will be the provisions shall apply to employees working one thousand (1000) hours or more in the year preceding the commencement of the requested leave.

10.7 Military Service (National Guard/Reserve Duty) Leave

Employees who are members of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the National Guard under Title 10 U.S.C., Title 32 U.S.C., or state active status in accordance with RCW 38.40.060 as amended.

Such military leave of absence will be in addition to any vacation or sick leave to which the employee might otherwise be entitled. During the period of military leave, the employee will receive from the District, his or her normal pay.

The process to apply for this leave through the District shall be as follows:
  1. The employee will give prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
2. The employee will provide a signed copy of the military orders requiring his/her participation in military duty to the Human Resources Department prior to leaving or when this is not possible within five (5) days of returning to work.

10.8 Personal Leave

10.8.1 Each employee shall be allowed two (2) days of personal leave per school year. Personal leave days may be used in increments of no less a reasonable portion of the employee's shift. This leave shall be noncumulative except as provided in Article 10.8.3 below.

10.8.2 Personal leave shall not be granted during the first two weeks of each school year or the last two weeks of the student school year with the exception of graduation day of immediate family (as defined in Article 10, Section 10.3). Notification for the leave shall be made to the employee's supervisor at least five (5) days in advance of the leave day and is granted on a first come first serve basis. A district supervisor may waive this requirement. No more than two (2) employees in one general job classification shall be allowed to take leave on any day, unless specific written authorization is granted by the supervisor. This leave shall be granted without loss of pay or benefits. The employee is not required to state the reason for the leave. Personal leave will not be classified as an absence for attendance purposes.

10.8.3 Three (3) days of personal leave may be carried over into the next year for a maximum of five (5) personal leave days per year. Employees who wish to carry over personal leave must notify the Payroll Office in writing by May 1.

10.8.4 Employees who have worked the entire work year shall be compensated for unused Personal Leave days at the rate of 100% of the hourly overtime rate based upon their normal workday. Payment will be made on the (August) pay warrant.

10.8.5 To equalize monthly employee pay an employee may take a personal day for any emergency school closure.

10.9 Leave Sharing

The District will comply with current statutory leave sharing provisions and leave sharing is available for all classified employees as a group.

ARTICLE 11-PROBATION, SENIORITY AND LAYOFF PROCEDURES

11.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date"), as determined by the Board unless such seniority shall be lost as hereinafter provided.
11.2 Employees hired into the District shall be on probation during their first ninety (90) calendar days (not including summer break, winter/spring break and leaves of absence) of employment from their last date of hire. Termination during the probationary period shall not be subject to the grievance procedure.

11.3 Upon completion of the probationary period, the employee shall be credited with seniority back to his/her hire date and the employee shall advance to the appropriate step on the salary schedule. Employees shall move to their next step on September 1 following their last increase provided they were hired on or before January 1.

11.4 The seniority rights of an employee shall be lost for the following reasons:
1. Resignation
2. Discharge
3. Retirement
4. Change in department to another general job classification within the bargaining unit.

11.5 Seniority rights shall not be lost for the following reasons without limitations:
1. Time lost by reason of industrial accident, industrial illness or judicial leave.
2. Time on leave of absence granted for the purpose of serving in the armed forces of the United States.
3. Time spent on other authorized leaves.

11.6 Seniority rights shall be effective within the general job classification, in each department of the bargaining unit. As used in this Agreement, general job classifications are those set forth in Article 1, Section 1.3.

11.7 Employees who change general job classifications within the bargaining unit shall retain their hire date in previous classifications until the employee has successfully completed the probationary period in the new classification, notwithstanding the fact that the employee has acquired a new hire date in the new general job classification.

11.8 To assure that employees are considered in filling any vacancies or newly created positions within this bargaining unit, the following procedures shall be used:

A. Vacancies and new positions shall be publicized to the staff electronically on the District "Dashboard" and website for at least five (5) work days. The District will post all new positions within ten (10) days.

B. During such posting period, the District may temporarily fill the vacant position at its discretion. If there is no successful applicant for an open position, the District may fill the position at its discretion.

C. The District shall not be required to post more than two (2) successive positions after the initial opening which becomes open as a result of a successful bid. Provided however, that any position that provides a promotion shall be open for bid.
D. During the summer months, individual employees are responsible for checking with the Human Resources Office District “Dashboard” or website to determine availability of any open positions.

11.9 In the event of a layoff the least senior employee will be laid off first.

11.10 Should the District decide to lay off an employee, the District agrees to provide such employee with two (2) weeks-notice. In the event such layoff occurs during the summer months while the employee is not working, the District will notify the employee and the Union of the layoff.

11.11 Employees who have been laid off shall notify the District in writing, within ten (10) days of the layoff, if they desire to return to work or be recalled.

11.11.1 Employees who desire to be recalled shall have their name placed in a layoff pool for eighteen (18) months. Employees shall be recalled as openings occur in their general job classification in inverse order of their layoff provided such recalled employees have the ability to perform the work available.

11.11.2 Employees who fail to respond to a recall notice within five (5) working days after having been notified of a job opening in their general job classification shall lose all seniority with the District. The District shall have no obligation to rehire such person.

11.11.3 Employees in the layoff pool shall notify the District's administration office of their current address and telephone number, and of their desire to return to work. Failure to comply shall result in being dropped from the layoff pool and termination of all seniority rights.

11.12 Nothing in this Agreement shall preclude employees of other bargaining units or district employees outside of this bargaining unit from doing bargaining unit work on a temporary basis. Other bargaining unit employees will not be used to permanently replace any permanent employee of this bargaining unit.

11.13 For all purposes of this Agreement, regular employees are full-time employees or part-time employees assigned on a regular basis.

11.14 The Union recognizes that it has no jurisdiction over substitute work. The District will endeavor to recall laid off employees by seniority to substitute work. Laid off employees may not grieve or arbitrate issues surrounding substitute work.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

The District shall have the right to discipline or discharge an employee for just cause. An employee shall not be disciplined for arbitrary or capricious reasons. The steps of progressive discipline will be followed unless the behavior or misconduct is of such an egregious nature more adverse action is warranted. Any question of just cause may be resolved in accordance with the grievance procedure hereinafter provided.
ARTICLE 13 - STAFF DEVELOPMENT

IUOE members shall receive a wage adjustment for successfully completing staff development workshops, training sessions, seminars and college courses as provided below:

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IUOE members who complete staff development hours by August 31 shall be responsible for providing documentation to the Human Resources office by October 1 to be calculated for salary placement. The October 1 salary placement will be retroactive to September 1. A second calculation will be done for documentation received by March 1, with any change in salary effective on March 1. Courses will be pre-approved at the discretion of the District.

Staff development work must be directly related to the employee's job. For hours to be eligible for staff development contact time, prior written approval by the Human Resources Department is required. Degree work does not need pre-approval of the District. First Aid/CPR and SNA certification is excluded from this provision.

ARTICLE 14 - INSURANCE

14.1 Concept

The District's program for insurance premium contributions will be designed to deliver full District payment of premiums for dental, vision, group term life insurance policy ($50,000) and long-term disability. Employees will also be able to select medical insurance coverage on a premium share basis. The employee portion of medical insurance will be paid by payroll deduction.

14.2 Eligibility

Employees employed for .5 FTE (four (4) hours per day) or more will be eligible for the District's contribution toward insurance premiums and will be included in the District dental, vision, group term life, and long-term disability and will be eligible for the medical insurance plans. Employees will, by payroll deduction, pay the difference between the pro-rata (FTE) rate contributed by the District and the premium cost.

Employees as defined above shall be eligible for insurance contributions as set forth herein. Commencing on the first of the calendar month following a full month of employment, the District shall make health insurance contributions for eligible employees (e.g., for persons employed in September, coverage shall start on November 1; for persons employed during December, coverage will be for the month of February).
14.3 Menu of Plans

A. A group dental plan with orthodontia shall be provided for each employee who is .5 FTE or more, and the employee's eligible dependents.

B. A vision insurance plan shall be provided for each eligible employee who is .5 FTE or more, and the employee's eligible dependents.

C. A $50,000 group term life insurance shall be provided for each eligible employee who is 5 FTE or more.

D. A long-term disability plan shall be provided for each eligible employee who is .5 FTE or more.

E. Employees and their eligible dependents may elect from any district offered plan if the employee works .5 FTE or more or has a hire date prior to December 1, 2002.

F. District contributions shall be made for basic benefits only as defined by the 1990 Legislature.

G. Employees who complete fifteen (15) years of continuous service with the Sumner-Bonney Lake School District will receive fifty ($50) dollars per month paid by the District into a VEBA account. The VEBA account will be established the month following the employee’s anniversary date.

H. The District will continue to pay the Health Care Authority (retirees) carve-out for each employee (currently $66.64 for the 14/15 SY) for the duration of the agreement.

I. Each year, a vote shall be conducted to determine if eligible employees within the bargaining unit shall make wage contributions into a VEBA account. Contribution levels will also be set by an annual vote of members.

J. Annually a second vote shall be conducted by employees age fifty-five (55) and older to determine if employees within the bargaining unit who meet the VEBA requirement will have access to VEBA that work that year.

K. Annually a third vote shall be conducted by employees who have accrued 180 days of sick-leave or more to decide if their sick-leave over the 180 days will be contributed towards their VEBA account.

L. The District and IUOE will meet in spring 2019 to reopen Article 14 and discuss the impact(s) of transitioning to the School Employee Benefits Board for benefits regarding the 2019-2020 year of this collective bargaining agreement and the impacts on Section 23.3 (state pass-through for insurance benefits).
14.4 **Compliance**

It is the intent of the parties to comply with appropriate limitations imposed by regulations, statute, and the State Operations Appropriations Act, as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by state law or to subject the District to a penalty.

The parties agree to abide by state laws relating to school district employee benefits.

**ARTICLE 15 - TRAINING AND MEETINGS**

15.1 Employees who attend training courses required by state regulations or by the District shall be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus fees, tuition and transportation costs. Course attendance including remuneration, fees, tuition and transportation costs, if any, must have prior written approval by the Assistant Superintendent or designee. Attendance at optional training is not compensated. Training days/times sponsored by the District will be provided to employees at least thirty (30) calendar days prior to the training event and will be designated as mandatory or optional.

15.2 All employees may be required to attend regular or special meetings, provided that each employee shall be paid at his/her regular hourly rate while in attendance at such mandatory regular or special meetings. Such payment shall be subject to the overtime provision.

**ARTICLE 16 - UNION MEMBERSHIP**

16.1 All employees whose work is .5 FTE or more, and those who are employed after the effective date of this agreement whose work is .5 FTE or more and who have completed their probationary period shall, as a condition of employment, join the Union for the duration of their employment with the District.

16.2 For purposes of this Article, union membership is satisfied if the employee pays appropriate initiation and representation fees to the Union or in the event of religious objections due to bona fide religious tenets, to a charity acceptable to the Union.

16.3 Notwithstanding any other provision of this Agreement, where an employee is assigned to perform work in two or more bargaining units, the employee, if obligated to be a member of the Union, shall join the bargaining unit wherein the employee works the greater amount of time. If a tie exists, the employee shall decide which unit to join.

16.4 The District shall, within twenty (20) days after an employee has completed his/her probationary period, notify the Union of the name and address of such employee and the location the employee normally reports to work.

16.5 Dues Deductions. The District agrees to make payroll deductions of normal monthly union dues, upon having received notice from the Union of the amount to be deducted. The District shall then remit such deducted dues to the local union by mail check on a monthly basis. The Union shall hold the District harmless against any and all claims that may arise under this Article.

16.6 Other Deductions: The District shall, upon receipt of authorization from an employee, deduct
from the employee's salary and make appropriate remittance for insurance plans. Union related
deductions, such as Member Assistance Program (MAP), tax-sheltered annuities, credit union,
savings bonds, charitable donations or any other plans or programs jointly approved by the Union
and the Board. Once an employee has signed the authorization, deductions shall be continuous
until cancelled by the employee.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of
grievance.

17.2 A grievance is an alleged violation or misinterpretation of the specific provision(s) of this
Agreement. Any provision which is excluded from grievance or arbitration by a provision in this
Agreement shall be excluded from this Article.

17.3 Step One

The employee shall discuss the alleged violation with the employee's immediate supervisor in a
private conference within fifteen (15) working days from the date of the occurrence of the grievance,
or from the date the employee had first knowledge, or should reasonably have had first knowledge, of
the grievance. The employee must indicate at this conference that this is a grievance matter. Every
effort should be made to address the concern informally and/or to develop an understanding of the
facts and issues in order to create a climate which will lead to a solution. The employee has a right to
have a union representative present at all grievance meetings. The supervisor shall respond to the
employee informally within ten (10) working days.

17.4 Step Two

Within ten (10) working days of the employee's receipt of the immediate supervisor's
informal response in Step One, the employee will commit the grievance to writing on a
Grievance Review Request form, sign it and submit it to his/her immediate supervisor. The
Business Representative of the Union may assist the employee. The written grievance shall
include: (1) the specific facts of the grievance; (2) the section(s) that have been allegedly
misinterpreted or violated; and (3) the recommended solution to the grievance. The
supervisor shall meet with the employee in an effort to resolve the grievance. Within (10)
working days after receipt of the grievance, the supervisor shall communicate a written
response to the grievant.

17.5 Step Three

If the grievant is not satisfied with the resolution at Step Two, he/she may, within ten (10)
working days after receipt of the written response from Step Two, submit the grievance to the
Superintendent or his/her designee. The Superintendent or his/her designee shall meet with
the grievant in an effort to resolve the grievance. Within ten (10) working days after receipt
of the grievance, the Superintendent or his/her designee shall communicate a written response
to the grievant and the Union.

17.6 Step Four

If the grievant is not satisfied with the resolution at Step Three, the Union may, within fifteen (15) working days after receipt of the District's written response in Step Three and at the request of the employee notify the District of its intent to submit the grievance to arbitration and shall not file for arbitration until ten (10) working days after such notification. To effectuate arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. Upon receipt of the list of arbitrators, representatives of the District and Union shall, within ten (10) working days, select an arbitrator from said list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

A. The arbitrator shall limit his/her decision strictly to disputes involving the violation or interpretation of the express terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or in violation of an Attorney General's Opinion, unless the AGO is overruled by judicial action.

B. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved, and the District.

C. The fees and expenses of the arbitrator, the hearing room, etc., 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.

The arbitrator shall render his/her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing brief.

D. The arbitrator shall not have the authority to add to, modify, subtract from or otherwise alter the terms of this agreement.

17.7 Grievance hearings shall be held at reasonable times and places that do not conflict with the employee's working day unless otherwise mutually agreed.

17.8 Time Limits

Unless time limits as set forth are extended by specific mutual agreement of the District and the Union, the number of days within each step is the maximum. 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 grievant or the Union to comply with any time limits specified in this procedure shall constitute waiver of the grievance.

ARTICLE 18 - EMPLOYEE TRAVEL
18.1 Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on per mile basis at the amount authorized by the IRS. Said reimbursement shall include cost of fuel, oil, insurance, maintenance and depreciation.

18.2 Employees required to remain overnight on District business shall be reimbursed for reasonable and necessary room and board expenditures.

ARTICLE 19 - SALARIES

19.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions and hours worked. Employees are required to participate in direct deposit for their monthly paywarrants.

19.2 Salaries for employee’s subject to this Agreement, during the term of this Agreement, are contained in the salary schedule attached hereto and by this reference incorporated herein.

19.3 Payday is the last business day of each month. Employees will be paid twelve (12) equal payments based on established contracted time. Substitutes, extra time, overtime, deduct time, leave usage and adjustments for L&I payments are made one (1) month after occurrence.

19.4 Employees transferred into positions at a lower rate of pay and grandfathered at their current salary, will not receive a pay increase until their current rate of pay equals the rate of pay for the position of the assigned work.

ARTICLE 20 - SPECIAL PROVISIONS - TRANSPORTATION

The District and the Union recognize the necessity to operate the Transportation department in an economical and efficient manner. In an effort to meet these objectives, it is mutually understood that if changes in routing are made, such changes will be as a result of an analysis of route viability. If a route is no longer economical and/or efficient, then the District can make appropriate routing changes. Such changes may either include adding or subtracting work from a driver’s run with the resulting bidding/bumping process.

20.1 Definitions

A. Established Contracted Time (ECT): The daily to and from school route, kindergarten or any mid-day that when combined establishes an employee’s daily/weekly route.
   - Regular Run: The daily to/from school route.
   - Mid-day Run: Any run that is after the regular A.M. run and before the regular P.M. run.

B. FTE Benefits: Any driver whose Established Contracted Time is 37 hours or more per week receives a benefit guarantee of 1.0 FTE.

C. Extra Work: Any work that is not part of the Established Contracted Time calculation such as athletics, field trips, music, performing arts, posted work and any out of district events that are not considered a regular run. All extra work shall be posted for bid and
shall be awarded to the most senior driver able to meet the parameters of the work as outlined in 20.6 B (also in 20.6 A).

D. New Work: Any regular run or mid-day run or special program runs that develops after the start of the annual bid process. (Posting and Bumping, Defined in Article 20.5) Work shall be awarded to the most senior driver to sign the posting sheet. Special Program Examples: McKinney Vento, Relife, NW Soil, Out of District student programs, Overflow, etc.

E. Business Day: Any day the District is open for business.

F. Calendar Day: Every day of the year.

G. Student Day: Any day in which students attend or are scheduled to attend school.

H. Summer Work: All work generated after the end of the student year and before the first student day of the following school year.

20.2 General Provisions

A. The school district shall pay the cost of the employee's State required physical with a physician chosen by the District. Any physical/health issue identified by the physician, and required to be addressed to maintain or obtain the DOL certification is the responsibility of the employee.

B. The District shall pay the cost of the renewal of an employee's abstract, CDL and P-1 & P-S endorsements.

C. All Transportation Department employees should assume the video camera is operational on their bus at all times. Video may be used like any other evidence in cases involving safety concerns or allegations for student misconduct. Video cameras are to provide security for student, staff, and district property.

A driver may request a video camera to assist in identifying a problem occurring on a run or route. Drivers may view video of their run upon request and may invite another person or Union representative to view the same. Video of a run or route will not be reviewed by personnel that do not have a job duty that requires the viewing of the video.

An employee will be informed in writing of the reason a video review was initiated within twenty-four (24) hours.

D. When an employee is off work, a substitute will be assigned the regular driver's regular run. The mid-day portion of the work will be posted and the bid process followed daily until the regular driver returns. Employees are eligible to bid if the work will not conflict with their established regular run. All work that closes before 10:00 AM, will be announced
over the radio as well as posted for clear recognition.

E. All District bus driving shall be performed by District bus drivers provided that buses and/or drivers are available at the time a request is received, meets the Run/Trip Qualifier Criteria (20.6 B) and provided further that the trips are sponsored and paid for by the District. The District shall continue its practices regarding Activity Advisors and Coaches.

F. Drivers awarded summer work may request leave without pay for up to five (5) work days. Request for leave shall be made no less than five (5) days in advance of the leave date and authorized by the Transportation Director or designee.

G. The Emergency Call-Out List as outlined in the School Bus Driver Handbook shall be followed. (The procedure found in the Handbook would be as agreed to in the MOU dated March 28, 2012.) The Transportation Director will post a sign-up sheet for drivers to sign up for work opportunities after-hours/non-student days. The sheet will be posted twice a year; at the start of the school year; and a new list at the semester break. This will allow drivers who do not like to drive at night or in bad weather a chance to drop out during the winter months. Drivers will put one contact phone number and their name on the list. When a work opportunity emerges for after-hours/non-student days, the Director or designee will make phone calls to the drivers on the list, in order of seniority. The Director or designee will make one phone call to each driver. If there is no answer on that phone call, the Director will proceed to the next driver. The Director will secure the first available driver for the work opportunity.

20.3 Salary/Wages

A. Up to twenty (20) hours per month of overtime is available to all drivers through the bid process for extra-work, also to include added time when assigned by management.

B. In addition to actual driving time, forty-five (45) minutes per day will be allowed to bus drivers for the purpose of warm-up, bus cleanup and paperwork.

C. Fifteen (15) minutes of the above (45) minutes will be added to the end of the a.m. portion of the driver's regular run and will be paid outside of the two-hour guarantee (Article 7.5). If a driver chooses to bid on a mid-day run or extra work which overlaps with his/her a.m. regular run, s/he forfeits the fifteen minutes of pay for that day. If the District adds a student to a regular a.m. run, the fifteen minutes of pay is not forfeited. The amount of time by which the regular a.m. run is extended will be made up at the end of the mid-day run, in five minute increments, rounded up. ECT begins from the time the driver starts their Pre-Trip and ends when the driver completes their Post-Trip.

D. In August or when a new route is added, drivers shall be allowed two (2) hours to drive and document the route. No additional time will be paid to learn established routes.
E. Overnight extra work will be compensated at the regular hourly rate for the duration of the work, except twelve (12) hours of meal and sleeping time is to be deducted without pay, provided the employee is not required to work during the time so designated.

F. Annually, from the second Monday in May until the Annual Bid the following school year, no reduction shall be made to a driver's ECT if their time goes down. Temporary work does not extend into the new school year as part of a driver's ECT. If there is no change in the student status, the time will be reinstated without the twenty (20) day wait period.

20.4 Annual Bid Process to Choose Established Contracted Time

A. When the new school year starts, drivers will return to the Established Contracted Time existing at the close of the previous school year. Should the District add a new student/students that creates an overtime situation, the driver will continue to receive the overtime until such time the district can identify a more suitable run for the new student/students. New runs and/or vacated runs will be assigned to available regular or substitute drivers. Any added time will be submitted on a time edit form.

B. All runs will be posted for employee review by October 1st of the new school year. Route times will include the pre-trip/post-trip time referred to in Section 20.3.B.

C. Bidding will occur no later than the twenty-seventh (27th) student day. Bus drivers will choose Established Contracted Time (ECT) based on seniority.

D. When the bid begins, all available work is subject to the bid process. Any work created after the runs identified in the annual bid process begins, will be considered "New Work" (20.1 D) and will be bid in accordance with the bid process as identified in Article 20.5 A.

E. Each driver shall be given a scheduled bid time and have up to thirty (30) minutes to select an Established Contracted Time (ECT) and complete required paperwork. Should a driver fail to bid during his/her appointed bid period, that driver will be bypassed, allowing the next senior driver to bid. Proxies will be honored in the event an employee is not going to be present at his/her bidding time due to issues beyond his/her control. A proxy form will be submitted to the District prior to bid stating the employee's first, second and third choice route and/or special instructions for the proxy.

F. Using seniority, each employee will build his/her Established Contracted Time using a combination of to/from school runs and mid-day work to a maximum of forty (40) hours per week. For those employees with a combined total of thirty-seven (37) hours or more per week, a 10 benefit FTE will be paid.
G. The District reserves the right to bypass an employee's bid on work for a valid reason if such assignment is deemed by the District not to be in the best interest of either party. In such case, the District shall advise the employee of the reasons in writing. Should the employee feel the by-pass was not executed for valid reasons, the dispute may be pursued according to the Grievance Procedure.

H. New assignments and Established Contracted Time (ECT) will begin on the thirty-second (32nd) student day.

20.5 Posting and Bumping

A. All new work shall be posted for forty-eight (48) hours on the first day of the next week. Posting of the new work will be done only on weeks with four or five days. All work will include a posting and closing date and time. Closing time of bids will be 10:00 A.M. Employees shall be given equal notification of all work available and must sign the bid sheets to be considered. Work will be awarded by seniority. The new work will start the following week.

B. Work vacated by an employee shall be posted following the process identified in 20.5 A. From June 1 through the end of each school year, once all current employees have had the opportunity to bid on the vacated work, should the work remains unfilled, the vacated work will be filled at the District's discretion.

C. If any employee's route decreases by a daily average of (29) twenty-nine minutes or less that employee will be paid for that time loss and the route will not need to be posted. If an employee's route decreases on a daily average of thirty minutes or more that route must be posted for bid. If any employee's route increases by a weekly average of thirty (30) minutes per day shall be posted for forty-eight (48) hours. Each successful bidder's run will then be posted for twenty-four (24) hours for a total of no more than four (4) postings. After the bid process is complete a bump will then follow. Any driver losing a run shall bump a less senior driver within twenty-four (24) hours. All employees will stay on their original runs until the bid/bump is complete.

D. Employees with a 1.0 benefit guarantee who lose time will retain their 1.0 benefit FTE for a period of twenty (20) work days at which time if their Established Contracted Time does not return to the 37 hours required for the benefit guarantee they may bump a less senior employee. The vacated work will then be posted separately for re-bid.

E. The District will pay benefits on new work of an indefinite duration or temporary time as it relates to the transportation of homeless students.
   a. All benefits to include sick leave, personal leave, vacation and holidays will be paid and/or accumulated based on the Established Contracted Time after twenty (20) working days.
b. Vacation shall be paid based on an average of the Established Contracted Time throughout the school year.
c. If this temporary time is part of the employee's Established Contracted Time, and the student is a "no show," the employee will be paid their full established time if the employee stays on site at transportation available to work.
d. Bidding will not occur for the temporary time as defined above.

F. Should the District add a new student/students that creates an overtime situation, the driver will continue to receive the overtime until such time the district can identify a more suitable run for the new student/students. (also in 20.4 A)

20.6 Extra Work

A. All extra work shall be posted forty-eight (48) hours prior to awarding time. Closing time of bids will be 10:00 a.m. and shall be awarded to the most senior driver able to meet the parameters of the work as outlined in 20.6B. (also referenced in 20.1C). In cases of emergency, employees will be notified via the radio. Work will be awarded the day prior to the trip except in cases of emergency when closing time will be 3:00 p.m.

B. Run/Trip Qualifier Criteria:

All Extra Work is open to all drivers by seniority provided the driver can meet the posted Scheduled Departure/Return times.

a. Scheduled Departure Time: A driver must be able to arrive for the trip/run a minimum of ten (10) minutes prior to the scheduled departure time in order to complete the required pre-trip/run procedures on site, which includes boarding students and completing safety training.

b. Return Time: A driver, except for circumstances beyond their control, must be able to return the trip/run to the originating school and complete the required post-trip/run procedures on site, which includes releasing students, completing the bus check before arriving at the driver's next assigned school at the regularly scheduled arrival time.

C. Extra work eligibility requires that an employee must work at least part of his/her Established Contracted Time the day the trip closes and at least part of his/her Established Contracted Time on the day of the trip to qualify. Exceptions may be allowed at the discretion of the Transportation Director.

D. Drivers will not be required to clock out early or take a reduction when awarded extra work.

E. Drivers will not be allowed to drop any portion of the Established Contracted Time (ECT) to take extra work

F. The time paid for a trip will be the time actually required and thirty (30) minutes allowed for pre-
trip/post-trip and cleanup. All after-hours trips will be given an additional five minutes to open and close the gate and building.

If more than the allowed time is needed due to special circumstances; the driver will notify the Transportation Director by time edit.

G. In the event extra work that has been awarded is cancelled without twenty-four (24) hours’ notice to the employee, the employee will be compensated two (2) hours report time and may be assigned work during regular school hours. Assigned work will take into consideration such things as weather conditions, appropriateness of the employee's apparel for the work and the time of day; exceptions to this are cancellations due to weather, when the driver will be paid actual work time. During all non-student days and after regular school hours, employees who have finished all related bus driving tasks may go home with a minimum of two (2) hours pay after verification of cancellation by the Transportation Director/designee. When a trip has multiple buses and are identical trips and one or more buses are cancelled or combined the driver(s) with the least seniority will be cancelled.

H. If an awarded trip is declined or there is a need for additional buses, dispatch will award the work to the next eligible employee who signed for the trip. If time does not permit contacting the next eligible employee, drivers will be notified of the extra work via the radio and the work will be awarded to the eligible senior driver that responded or signed the trip sheet.

I. If an employee has knowledge that a trip has been incorrectly assigned, he/she will notify the District as soon as possible or shall not be allowed to grieve the District’s decision.

20.7 Layover Time

A. Layover time will be paid when employees are working two or more routes in any one day and the time between each route is not in excess of one (1) hour. Layover time will be paid at the employee’s full hourly rate, not to exceed one and one-half (1 1/2) hours cumulative daily layover time.

B. A location for layover time will be designated by the Transportation Director. Additional duties may be assigned during layover time. Employees refusing additional duties during layover time shall not receive pay for the layover period.

C. Employees may leave the work site during paid lunch and dinner periods only with the specific prior approval of the Transportation Director or designee. Employees shall not be required to remain on site during unpaid lunch or dinner periods.

ARTICLE 21 - SPECIAL PROVISIONS - CHILD NUTRITION

21.1 Temporarily absent positions

If a regular employee is temporarily absent and the District decides that the position needs to be filled, each regular employee shall be offered to work the position by seniority within the building.

21.2 The Child Nutrition Department will fill a temporary opening by promoting a qualified Child Nutrition employee within the building first, then the District, rather than calling a substitute, provided that, in the Child Nutrition Director's judgment, that someone is the best qualified and available to perform the work in a proper manner.
21.3 To assure that employees are considered in filling any vacancies or newly created positions within Child Nutrition Department, the following procedures shall be used:

A. Vacancies and new positions shall be publicized to the staff through electronic posting for at least five (5) work days. At present, posting information is available on the District Dashboard and Sumner-Bonney Lake School District Website.

B. During such posting period, the District may temporarily fill the vacant position at its discretion. If there is no successful applicant for an open position, the District may fill the position at its discretion.

C. All in-district candidates for a vacancy will be guaranteed an interview if they possess the specific requirements of the position as listed in the posting. Seniority will be used as a determining factor when applicants are determined to be equally qualified for the position. If the most senior candidate is not selected, he/she may request in writing why a junior applicant was selected.

21.4 SNA Certificate

A. Employees must have SNA certification to work in the Technician, Cook Manager or central Kitchen Manager job categories. Any staff member who allow their certification to lapse after being notified by the Child Nutrition Director, or designee, of impending expiration shall be placed on notice. If the employee fails to recertify prior to expiration, that employee shall be involuntarily transferred to a non-manager position or placed on layoff status.

B. Child Nutrition employees who complete the School Nutrition Association (SNA) Certification requirements, receive an SNA certificate and maintain it in a current status shall receive the following stipend:

- Level 1: .15 cent wage increase per hour.
- Level 2: .15 cent wage increase per hour.
- Level 3: .10 cent wage increase per hour.
- Level 4: .10 cent wage increase per hour.

The requirements for the above levels are defined by the School Nutrition Association (SNA) – SNA certificate program.

C. If an employee that is SNA certified lets their SNA certification expire, the employee is personally responsible for the cost of getting a new SNA certification and/or a renewed SNA certification at their own expense. Also the employee loses the stipend until recertification is achieved.

21.5 Child Nutrition personnel are required to have a valid Washington State Food Handler's card and to post same in assigned work area consistent with regulation. It is the responsibility of the employee to obtain and maintain the required card. All food handlers card renewal fees shall be paid by the District.
21.6 The rate of pay for catering work done by Child Nutrition staff will be equal to the rate of pay for the Central Kitchen Manager, year 1, position. Catering work will be assigned based upon merit and ability, with seniority a consideration in the assignment of the work. Catering work will first be offered within the building of the work. Employees interested in catering work will indicate this by signing up on the District Catering Sign-up list. A list will be offered to all employees for voluntary sign-up. The Child Nutrition Director will determine which staff members will be offered catering work. Catering hours are part of the employee's FTE and eligible for benefits. Catering work may not put an employee into an overtime status.

21.7 In the event of a promotion, layoff or transfer, the selection of employees to be promoted, laid off or transferred within a Child Nutrition Department shall be in accordance with merit and ability to perform the available work. Primary consideration in such selections shall be the employee's evaluations, attendance and such objective criteria as may be available. In the event merit and ability are approximately equal, seniority shall prevail. In promotions, the most senior employee will be given first consideration.

21.8 Shoe Allowance
All Child Nutrition personnel shall be awarded $100 (one hundred dollars) on the September pay warrant as an allowance to purchase non-skid shoes.

ARTICLE 22 - STATUS OF THE AGREEMENT

22.1 This Agreement shall become effective when ratified by the Union and the Board of Directors of the Sumner-Bonney Lake School District No. 320.

22.2 This Agreement shall supersede any rules, regulations or policies of the District which are specifically contrary to its expressed and specific terms.

22.3 In the event that any Article or Section of this agreement is found to be contrary to law or to an Attorney General's Opinion (AGO) or to the findings of a court of competent jurisdiction, such Article or Section shall be null and void and all other Articles and Sections shall continue in full force and effect. The parties agree they shall, upon request of either party, meet to negotiate concerning a replacement Article or Section for any such Article or Section so invalidated.

22.4 This Agreement constitutes the full and effective agreement between the parties, acknowledging that the parties have had full and ample opportunity to advance all proposals in negotiations. It, therefore, concludes collective bargaining for its term except as provided in 22.3 and except that both parties may mutually agree to change or modify any Section through their voluntary, mutual written consent.

ARTICLE 23 - DURATION

23.1 The term of this Agreement shall be from September 1, 2017 August 31, 2019 (a two year agreement).
23.2 The 2017-2018 salary schedule may be found in Appendix A of this Agreement.

23.3 During the life of the agreement, the District will provide the amount of the state pass-through for insurance benefits.

23.4 The parties shall enter into negotiations for a successor agreement no later than April 2019.

ARTICLE 24 – JOB SHARING

24.1 In the event the district decides to implement job sharing the district will notify the union and meet with the union upon the union request to discuss the impacts of that decision.
## Child Nutrition

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## Transportation

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### Notes:

1. Child Nutrition employees who complete the School Nutrition Association (SNA) Certification requirements, receive an SNA certificate and maintain it in a current status shall receive the following stipend:

   - **Level 1**: Sixteen (16) hour Initial Certification = $.15/hour stipend
     * 8 hours of Food Safety and Sanitation
     * 8 hours of Nutrition or 1 college-level credit in Nutrition
   
   Annual Renewal Requirement: 6 Continuing Education Units (CEU) and 10 Continuing Education Units (CEU) for Manager level staff.

   - **Level 2**: Seventy (70) hour Initial Certification = $.25/hour stipend
     * Level 1 Certification and
     * 15 hours in Nutrition
     * 20 hours in Operations
     * 20 hours in Administration
     * 15 hours in Communication and Marketing
   
   Annual Renewal Requirement: 10 Continuing Education Units (CEU)

   NOTE: Certification in School Nutrition is earned for a one-year period. To keep Certification current, CEUs must be completed within an individual’s annual certificate period and payment of yearly SNA certification renewal fee must occur. For more information on approved SNA Core Courses:

   www.schoolnutrition.org/Certificate/Approved-Nutrition-Education

2. A longevity premium of $.25 per hour shall be paid to those employees who complete 10 years of continuous service with the Sumner School District.

3. A premium of $.50 per hour shall be paid at 15 years of continuous service with the Sumner School District.

4. Longevity pay will be credited to the employee’s anniversary date.

5. A total premium of $.25 per hour shall be paid for an AA/BA Degree.

6. A total premium of $.25 per hour shall be paid for 45 hours of contact time.

7. A total premium of $.50 per hour shall be paid for 90 hours of contact time.
2018-2019 IUOE Child Nutrition and Transportation
Salary Schedule
Sumner-Bonney Lake School District

<table>
<thead>
<tr>
<th>Child Nutrition</th>
<th>LEVEL</th>
<th>SUB</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Nutrition Assistant</td>
<td>A</td>
<td></td>
<td>$12.86</td>
<td>$14.29</td>
<td>$14.91</td>
<td>$15.48</td>
</tr>
<tr>
<td>Child Nutrition Technician</td>
<td>B</td>
<td>-</td>
<td>$16.62</td>
<td>$17.43</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cook Manager</td>
<td>C</td>
<td>-</td>
<td>$17.87</td>
<td>$18.71</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Central Kitchen Manager</td>
<td>D</td>
<td>-</td>
<td>$18.82</td>
<td>$19.64</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transportation</th>
<th>LEVEL</th>
<th>SUB</th>
<th>YEAR 1-4 (Step 1)</th>
<th>YEAR 5-9 (Step 2)</th>
<th>YEAR 10+ (Step 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver</td>
<td>E</td>
<td></td>
<td>$20.13</td>
<td>$22.37</td>
<td>$22.69</td>
</tr>
</tbody>
</table>

Notes:
1. Child Nutrition employees who complete the School Nutrition Association (SNA) Certification requirements and receive a SNA certificate and maintain it in a current status shall receive the following stipend:
   - Level 1: $.15 wage increase per hour
   - Level 2: $.15 wage increase per hour
   - Level 3: $.10 wage increase per hour
   - Level 4: $.10 wage increase per hour

   The requirements for the above levels are as defined by the School Nutrition Association (SNA) - SNA certificate program.

If an employee that is SNA certified lets her/his SNA certification expire, the employee is personally responsible for the cost of getting recertified through SNA at their own expense. Also, the employee loses the stipend until recertification is achieved. See also Section 21.4.

2. A longevity premium of $2.25 per hour shall be paid to those employees who complete 10 years of continuous service with the Sumner School District.

3. A premium of $2.50 per hour shall be paid at 15 years of continuous service with the Sumner School District.

4. Longevity pay will be credited to the employee’s anniversary date.

5. A total premium of $2.25 per hour shall be paid for an AA/BA Degree.
Performance Evaluations - Performance Appraisals for the previous two (2) school years are used. There are twelve different performance factors (or categories) and each performance factor is appraised at one of three different levels of performance. Each performance factor will be given a numerical rating as follows:

- Meets Expectations 2 points
- Needs Improvement 1 point
- Does Not Meet Minimum Requirements 0 points

(Employees need continuous district employment within the job classification for evaluations to be considered).

Certification - Current ASFSA Certification (any level) 5 points

Attendance - The previous school years' attendance records are used.
- 0-6 days absent 10 points
- 7-10 days absent 5 points
- 10+ days absent 0 points
- Unpaid absences (L&I and FMLA leave does not count) -5 points

File Letters - Memos or letters placed in employee personnel files during the last two (2) years will be reviewed and given the following numeric value:
- Letter of Warning -3 points
- Letter of Reprimand -5 points
- Suspension Action -10 points

Location - Employee currently works in the same location 5 points

Below is an example of how the Merit and Ability criteria are used during the selection process for an open position. The personnel file for each candidate is reviewed and the scores given for each area as defined above. Seniority ranking is also noted in case merit and ability are approximately equal. From the example below the employee that was fourth in seniority would be awarded this position.

<table>
<thead>
<tr>
<th>FS Open Position</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>02-03</td>
<td>03-04</td>
<td>Certification</td>
</tr>
<tr>
<td>Candidate 2</td>
<td>24.00</td>
<td>24.00</td>
<td>5</td>
</tr>
<tr>
<td>Candidate 1</td>
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<td>5</td>
</tr>
<tr>
<td>Candidate 3</td>
<td>21.00</td>
<td>2100</td>
<td>0</td>
</tr>
<tr>
<td>Candidate 4</td>
<td>21.00</td>
<td>19.00</td>
<td>5</td>
</tr>
<tr>
<td>Candidate 5</td>
<td>0.00</td>
<td>24.00</td>
<td>0</td>
</tr>
<tr>
<td>Candidate 6</td>
<td>0.00</td>
<td>22.00</td>
<td>0</td>
</tr>
</tbody>
</table>
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