

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KENT SCHOOL DISTRICT #415

AND

KENT SCHOOL FOOD SERVICE ASSOCIATION # 720

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/ SEIU Local 1948

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DECLARATION OF PRINCIPLES

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the District and its employees by providing a uniform basis for implementing the rights of the employees and the District to meet, confer, and negotiate in good faith.

PREAMBLE

This Agreement is made and entered into between the Kent School District, hereinafter referred to as "District," and the Kent School Food Service Union (KSFSA), an affiliate of Public School Employees of Washington, hereinafter referred to as "Union."

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Exclusive Bargaining Representative.

The District hereby recognizes the Union as the exclusive bargaining representative of, and shall represent all the public employees within the unit without regard to membership in said bargaining representative. The Union is the exclusive bargaining representative of all food service employees with the exception of employees in other organized bargaining units, confidential employees, and supervisors.

Section 1.2. Covered Employees.

Food service employees covered by this Agreement shall be defined in Sections 1.2.1 and 1.2.2.

Section 1.2.1. Regular Employees.

Regular employees are those employees in a position whose work schedule covers a ten-month period from September to June, though it is understood employees in the bargaining unit may work beyond ten months as part of their work schedule. Employee allocation of hours will be reviewed by Nutrition Services for any adjustments necessary to meet student needs. Such review will occur in November and March of each school year, with adjustments to be implemented in the next full payroll period.

Section 1.2.2. Temporary and Substitute Employees.

To become eligible for bargaining unit representation, a long-term temporary or substitute employee must have been employed by the District for more than thirty (30) days of work within the current school year or the immediately preceding school year and continue to be available for work.

1. A position is "temporary" due to an immediate need that cannot be posted and filled as a regular position. Short-term temporary employees are those employees who work at least thirty (30) or more consecutive workdays, but less than sixty (60) consecutive workdays. Long-term temporary employees are those employees who work for sixty (60) or more consecutive workdays in an assigned position on a temporary basis. The employee shall be paid according to the Salary Schedule at the appropriate pay level for the job they are filling



and shall be subject to all terms and conditions of this collective bargaining agreement except Section 3.4, Section 9.2, 9.3, 9.8 (and their subsections), Article XI, and Sections 13.2 and 13.3. Should a long-term temporary assignment extend into the following year, the situation shall be addressed and resolved jointly by the District and the Union.

2. If the District knows in advance that the long-term temporary assignment will be at least fifty-percent (50%) of the time scheduled for the position for the year, the long-term temporary employee will be subject to Sections 3.4 and 13.2., in addition to the benefits noted above.
3. Substitute employees are on-call employees who fill positions on a day-to-day basis due to absences of regular or long-term temporary employees or who work in a temporary assignment for less than sixty (60) days. Substitute employees are paid the substitute rate as shown on the Salary Schedule and are not subject to any other term or condition of this bargaining agreement.

Section 1.3. Temporary Leave or Temporary Assignment.

In unusual situations related to temporary leave or temporary assignment which may adversely impact the employment status of employees, the District and the Union will consult on a case-by-case basis to determine the appropriate status of the affected employees. Stipulations, conditions and determinations concerning such status, if any, will be provided pursuant to a Memorandum of Understanding executed between the parties.

Section 1.4. Holding Multiple Positions in District.

Employees in positions included in this bargaining unit who also hold a position(s) in another District bargaining unit or group ("split employees"), shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit, provided, however, that group insurance benefits (and other benefits that are similar in nature, e.g., Leave Incentive Program) for split employees shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled daily hours, and provided, further, that where a split employee has an equal number of regularly scheduled daily hours, the employee shall elect at the outset of such split employment, which unit's group insurance benefits (or other benefits that are similar in nature, e.g., Leave Incentive Program) shall apply. In regards to the Leave Incentive Program, the employee must meet the eligibility requirements for all positions. The award shall then be based on the employee's total number of daily hours and applied to the applicable award schedule.

Section 1.5. Substitute Employees.

Former Kent School District employees who return as substitute employees in the same position within twelve (12) months of separation shall be placed at their last rate of pay.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and negotiation may be construed to be a delegation to others of the policy-making authority of the District, which



authority the District specifically reserves unto itself. The management of the District and the direction of the employees is vested in the District subject to the terms of this Agreement and federal and state laws and regulations. Management officials retain the right and obligation to determine the method, number, and kinds of personnel by which operations undertaken by employees in the bargaining unit are to be conducted, including the right to subcontract work and designate the work to be performed by the District or others and the places and the manner in which it is to be performed. Management officials retain the right and obligation, according to District policies and regulations, to do the following as enumerated below:

Section 2.1.1.

Direct employees covered by this Agreement, subject to the terms of this Agreement and District procedures, in a consistent and equitable manner for the department.

Section 2.1.2.

Hire, promote, transfer, demote, and retain employees of the bargaining unit subject to the terms of this Agreement, and to suspend or discharge employees for just cause.

Section 2.2.

Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. Affirmation Action.

The Union and the District recognize the requirement of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Program.

Section 3.2. Non-Discrimination.

Employees shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discrimination against any employee.

Section 3.3. Non-Interference.

The District shall not interfere with the right of employees to become members of the Union or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with, or coerce any employee because of membership or non-membership in the Union.

Section 3.4. Employee Evaluation.

Section 3.4.1.

Upon the request of the employee, the supervisor shall meet with the employee to review the annual evaluation.

Section 3.4.1.1.



Employees performing at a level that would lead to an overall evaluation rating of “unacceptable” or “needs improvement,” shall be so notified of their performance prior to their annual evaluation. Employees shall be given direction and opportunity for improvement prior to receiving their written evaluation. Employees who work at more than one location shall be evaluated separately at each location.

Section 3.4.2.

Upon request, new employees shall be entitled to a conference with their supervisor during the first forty-five (45) workdays of their employment.

Section 3.4.3.

Administrators may request input from members of the bargaining unit concerning evaluations of other members of the bargaining unit. Members of the bargaining unit shall not evaluate other members of the bargaining unit, except for elementary kitchen managers, secondary kitchen managers and central kitchen department leads who may evaluate employee performance; provided however, negative performance evaluations (defined as below acceptable levels of performance), shall be conducted by supervisors. Employees requested to do self-evaluations shall be provided time during their workday to perform the task at work.

Section 3.5. Personnel Files.

Section 3.5.1.

Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at District expense of any documents contained therein shall be afforded the employees.

Section 3.5.2.

An employee may request a representative be present during review of the personnel file(s).

Section 3.5.3.

Any derogatory material which may be used against any employee in such disciplinary action as reprimand, suspension, or termination of employment must be shown to the employee within ten (10) workdays after receipt or composition. In the event of summer vacations, ten (10) calendar days shall be used.

Section 3.5.4.

No evaluation, correspondence, or other material making derogatory reference to any employee's character or manner, shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach comments.

Section 3.5.4.1.

Any materials retained in an employee's personnel file longer than two (2) years, shall, at the employee's written request, be removed; provided: 1) the materials are not required to be maintained by law, or 2) the materials are not part of a formalized continuing action, or 3) that all employee evaluations will be retained in the personnel file.



Letters of Direction retained in an employee's working file in Nutrition Services longer than twelve (12) months, shall, at the employee's written request, be removed.

Section 3.5.5.

Employees shall have the opportunity to attach an addendum to any derogatory material placed in the personnel file(s).

Section 3.5.6.

Employees, at their discretion, may add materials which they deem appropriate.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1. Union Rights and Responsibility.

The Union has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit, except that by such obligation, neither party shall be compelled to agree to a proposal or be required to make a concession.

Section 4.2. Delegation of Rights.

The Union reserves and retains the right to delegate any Union right or duty contained herein to appropriate officials of the Public School Employees of Washington.

Section 4.3. Usage of Staff Mailboxes.

The Union shall have access to the employee's mailbox. The Union agrees that it will not seek to utilize the employee's mailbox for any material which is not in the best interests of the District or its operations. The District shall not be responsible for any material placed in the employee's mailbox or its loss.

Section 4.3.1. Uses of Intra-District Mail and Email Systems.

The Union may use the District's internal mail distribution system and e-mail system for the following purposes:

- A. Meeting notification.
- B. Communications containing information on grievances.
- C. Matters relating to joint Union and District trainings, activities, or in service opportunities.

Any group communications other than the above shall require the prior approval of the director of labor relations.

All communications shall follow Public Disclosure Commission regulations and District policy. Any mass e-mails directed to the Union membership shall be copied to the director of labor relations.



The Union agrees to indemnify and hold the District harmless for any and all costs which may result from such use of the District's mail service or email by the Union.

Section 4.4. Bulletin Boards.

The Union shall have the right to post notices of activities and matters of Union concern on designated areas of bulletin boards to be provided in each District building. The Union further agrees that it will not seek to post any materials which are of a political or controversial nature or which are not in the best interest of the District or its operations. The District shall not be responsible for any posted material, its loss or removal, and the Union agrees to indemnify and hold the District harmless from any and all claims which may arise from any posted material.

Section 4.5. Orientation.

The District will provide time at new hire orientation (either virtually or in-person at the District office) for the newly hired employee to attend a 30-minute Union presentation if they so choose. The Union representative and the newly hired employee(s) shall be on the clock (paid) while performing the thirty (30) minute Union new employee orientation.

Section 4.6. Member Information.

The Employer will provide membership@pseofwa.org and the President or their Designee electronic notification of the name, address, personal phone number, classification, job title, work location, and work and personal email address, when available, of all newly hired bargaining unit employees within three (3) weeks of their first day on the job.

The District will provide the Union with a list of all employees covered under this Agreement quarterly including:

1. Employee's full name and date of hire and rehire date;
2. Their job title, primary work site, department, length of work year, and average daily hours;
3. Rate of pay
4. Most up-to-date contact information available:
 - a. Home phone number, cell phone number, work number;
 - b. Personal and work email
 - c. Home address or personal mailing address
 - d.

Section 4.7. Representative Visitation.

Visitation rights shall be granted to the designated representative of the Union to visit employees in the unit for the purpose of grievance procedures and/or general information data to the extent that such visitation does not disrupt the operation of the school or department. The designated representatives shall receive advance approval from the Director of Nutrition Services or his/her designee for any visitation. Union meetings may be held during working hours with prior approval of the Superintendent or designee.

Section 4.8. Attendance at Workshops.

The president of the Union or a designated representative will be provided time off without loss of pay to a maximum of ten (10) workdays per year to attend regional or State meetings when the purpose of these meetings is in the best interest of the District as determined by the District. The Union will reimburse the District for the cost of any required substitute.



Section 4.8.1.

It is further provided that the above shall not be construed as limiting attendance at such workshop when in the option of the Superintendent, it is deemed to be to the advantage of the District for more members of the staff to attend.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Appropriate Matters.

Pursuant to Chapter 41.56.030 RCW, Public Employees Collective Bargaining Act, the District and the Union agree to meet at reasonable times, to confer and negotiate in good faith, and to execute a written Agreement regarding matters appropriate for negotiations which shall relate to salaries, hours, working conditions, and grievance procedures, except that by such obligation, neither party shall be compelled to agree to a proposal or be required to make a concession, unless otherwise provided in Chapter 41.56.070 RCW.

ARTICLE VI

UNION REPRESENTATION

Section 6.1. Representation on Matters of Mutual Interest.

The Union representatives shall represent the Union and employees in meetings with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee. Union representatives may also meet with the Superintendent upon request at a mutually agreed time.

Section 6.2. Permission to Leave Work.

The designated Union representative, when leaving work as per Section 6.1, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employee will report the employee's return to work to the employee's supervisor.

Section 6.3. Labor Management Meetings.

At least monthly, or at the written request of the District or the Union, labor-management meetings shall be held to discuss issues of mutual interest to the parties, to resolve concerns regarding the interpretation and implementation of the collective bargaining agreement, and to provide an opportunity for the Union to provide feedback to the Superintendent on District operations and direction.

In no event can agreements reached in labor-management meetings abridge, add to, or subtract from the



collective bargaining agreement, provided, however, that the Union and the District may make such agreements subject to ratification.

The Union may include up to four (4) employee representatives, exclusive of the chapter president and field representative. The Superintendent, or designee, director of food and nutrition services and up to three (3) additional members shall represent the District. Other resource personnel shall be available upon request by either party.

In order to ensure communications from the committee, agendas and minutes for meetings shall be taken and distributed by the bargaining unit to each kitchen at each work site.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Work Year.

The work year shall consist of a minimum number of workdays plus holidays for each of the following categories: elementary positions, middle school positions, high school positions, and central kitchen positions. Each school year, the District will inform employees prior to the beginning of the school year what the minimum will be for the year.

Section 7.1.1. Make-up of Lost Time.

This minimum may be affected by emergency situations. Where schedules and available work permit, the District will attempt to provide opportunities for affected employees to make up time lost due to these emergencies and will discuss any subsequent changes with the Union as soon as possible thereafter.

If lunches are not served or if an employee's hours are reduced on early release days, the District, at the employee's prior request, will provide opportunities for affected employees to make up lost time first at their worksite, and second, at an alternative worksite including the central kitchen.

Section 7.2. Workweek.

Consistent with federal and state regulations, the District shall establish and maintain a defined workweek.

Section 7.2.1. Work Week Defined.

The workweek, for payroll purposes, shall be defined as a seven- (7) day week, commencing at 12:00 a.m., Monday, through 11:59 p.m. the following Sunday.

Section 7.2.2. Normal Work Week.

Regular employees shall normally work a five-day schedule, Monday through Friday, with two (2) consecutive days of rest, Saturday and Sunday. If the work schedule is different than Monday through Friday, the supervisor shall so notify the employee. Employees shall receive a five (5)



workday notice of a change in the regular workweek schedule unless, due to an emergency situation, the District is not able to provide such notice.

Section 7.3. Extra Hours Worked.

Extra hours worked beyond the normal assigned schedule shall be paid in accordance with procedures established by Human Resources and Payroll. Benefit levels shall be adjusted twice each school year, in November (based on hours of work up to October 31) and in March (based on hours of work up to February 28) to ensure employees receive recognition for additional regular hours of work. Assuming all other job responsibilities remain essentially the same, the District will use prior year experience to establish the hours of work for the upcoming school year.

Section 7.4. Overtime.

Overtime shall be administered in accordance with the Fair Labor Standards Act, 1937 Amendments, and state laws and regulations. Members of the Union who are required by their immediate supervisor to work beyond forty (40) compensated hours in a given workweek will be compensated at time and one-half.

Section 7.5. Compensatory Time.

Compensatory time shall be administered in accordance with law.

Section 7.6. Emergency Conditions.

In the event of an unusual or emergency school closure due to inclement weather or other circumstances, school or department not operating or the like, employees are expected to listen to the public media prior to leaving home for notification of closure. Employees reporting to work who were not notified by the District or public media shall receive a minimum of two (2) hours pay for work performed in the event of such a closure.

Section 7.7. Filling in for a Higher Pay Level.

A regular employee requested to fill temporarily another employee's position at a higher pay level for two (2) continuous days or more shall receive compensation equal to that normally received by the employee in the higher pay level if they are performing the duties of the higher level paid position. The higher compensation rate shall be retroactive to the first (1st) day and continue as long as the days are consecutive. If there is a holiday within the step-up period and the employee filling in does not return to that level after the holiday, they will be paid at their regular holiday pay. If they return to the step-up position, they will be paid at the higher salary for the holiday pay. The employee moving up must notify the Nutrition Services Office in writing on an absence slip if the employee is eligible as described above for the higher level pay.

Section 7.7.1.

If a regular employee has stepped up and takes a sick leave day and returns the following day to the higher level position, that sick leave will be paid at the higher level.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays.



Section 8.1.1.

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

- | | |
|---------------------------|---------------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans' Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Fourth of July | 10. Day before or day after Christmas |
| | 11. Juneteenth |

Any employee assigned to a secondary school that does not offer lunch on the Tuesday and Wednesday before Thanksgiving will have the option to clean the kitchen or to fill in at another location as needed for their regular lunch work hours. If an employee chooses not to work those hours, they will be placed on leave without pay for this time. This will not affect the holiday pay for Thanksgiving. In addition, if an employee chooses to take both days off in full as leave without pay, this will not affect the holiday pay for Thanksgiving.

Section 8.2.

If one of the above days (holidays) falls on a weekend, the employee shall be given an equivalent day off on a date mutually agreed upon by the District and the Union.

Section 8.3. Worked Holidays.

Work performed on a designated holiday will be paid at two and a half (2 1/2) times the employee's regular rate of pay.

Section 8.4.

The hours for holiday pay shall be the authorized daily hours at the time of the holiday.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Each employee with the District shall be granted twelve (12) workdays of annual sick leave. For employees commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick leave days at the end of the school year, the excess 10 days will be lost as of August 31).

Section 9.1.1. Usage of Sick Leave.

(1) Personal illness:

Accumulated sick leave shall be granted when an employee is required to be absent from work for any of the following reasons:



- (a) The employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (b) Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others;
- (c) Disability of the employee due to pregnancy or childbirth;
- (d) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(2) Illness of a family member:

Accumulated sick leave shall be granted when an employee is required to be absent from work to provide care to a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Family member means any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis (legal responsibility of a person to take on some of the functions and responsibilities of a parent), is a legal guardian, or is a de facto parent (a person who has assumed the role of parent), regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

In addition, one (1) day may be used per year to attend to the protection of property due to an emergency.

Section 9.1.2. Certification of Illness.

For any absence over three (3) consecutive workdays, certification must be made by a licensed healthcare provider that the absence was medically necessary. Certification must be renewed every twenty (20) workdays of absence per year beginning September 1, unless other arrangements are approved by the Human Resources Department.

Section 9.1.3. Transfer of Sick Leave Accumulation.

Sick leave accumulated in any school district in the state shall be credited upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s).

Section 9.1.4. Compensation for Sick Leave.

Compensation for sick leave shall be the same as the compensation the person would have received had such person not taken sick leave.



Section 9.1.5. Sick Leave Buy Back.

The Attendance Incentive Program shall be as follows:

1. In January, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one day's monetary compensation; PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.
2. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than 180 sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

Section 9.1.5.1. VEBA.

Each year, the Union shall conduct a meeting to determine if employees shall have the right to VEBA accounts; such decision shall apply to all employees based on the annual vote of the membership.

Section 9.1.6.

In the case of a strike or work stoppage by any Union or union associated with the District, the Board of Directors reserves the right to ask for a doctor's validation of illness, provided the Board acts to give advance notice that this provision will be implemented during a specific time.

Section 9.1.7.

Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the person would have received had such person not taken sick leave. Sick leave shall not affect experience credit, salary schedule placement, or seniority.

Section 9.1.8.

Any employee returning from taking paid sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one school year into the subsequent school year, or if that position is no longer available, such employee shall be assigned to an equivalent position.

Section 9.1.9. Emergency.

An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee or his immediate family and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.

Section 9.1.10.



As allowed by state law, employees may use sick leave for the illness of their minor child, under the age of 18, which requires supervision or medical treatment. In the event of medical treatment, the employee shall attach a record of such treatment from the attending physician. In the event of required supervision, the employee shall provide a written explanation with the absence report indicating the need for required supervision.

Section 9.2. Health Leave.

Employees who are unable to perform their duties because of health reasons may be granted a leave of absence up to one (1) year without pay.

Section 9.2.1.

The District may require certification by a practicing physician, dentist, or other person licensed to perform customary health services that the health reason is valid and may also require that the employee present written permission by the physician, dentist, or other person licensed to perform customary health services before returning to active service.

Section 9.2.2.

Application for such leave shall be made in writing to the Human Resources Department.

Section 9.2.3.

Any employee returning from health leave shall be assigned to the same position, or, if not available, at least an equivalent position. Such employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay.

Section 9.3. Maternity/Parental Leave.

Maternity/parental leaves of absence will be granted as follows:

Section 9.3.1.

An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12) weeks, which may be extended by the District up to one year, to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said employee shall notify the Human Resources Department in writing of her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) calendar days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, unless her immediate supervisor determines she is unable to properly perform her required duties.

Section 9.3.2.

All or any portion of a leave taken by an employee because of a medical disability may, at the employee's option, be charged to her available sick leave for the period the employee's personal physician certifies in writing that the employee is disabled due to childbearing.

Section 9.3.3.

A male employee will be granted parental leave without pay to a maximum of twelve (12) weeks,



which may be extended by the District up to one year, to begin at any time between the birth of a child to his wife and one year thereafter. Said employee shall request, in writing, to Human Resources, his desire to take such leave at least thirty (30) calendar days prior to the date on which such leave is requested to begin.

Section 9.3.4.

An employee adopting or receiving permanent custody of a child shall be granted an adoption leave without pay for a period of up to twelve (12) weeks after de-facto custody. Such leave, upon request, may be extended for a period of up to one (1) year. Adoption leave may commence earlier if necessary in order to fulfill requirements for adoption. The employee shall request, in writing, to Human Resources, leave at least sixty (60) days prior to the date on which such leave is requested to begin.

Section 9.3.5. Re-employment Rights.

Assignment upon return from maternity/parental leave shall be guaranteed and shall be into the employee's former position if available, or if not available, at least an equivalent position. Such employee shall retain all rights, seniority and benefits commonly afforded employees on leave without pay. Section 9.3.6. Early Return from Leave.

An employee who has been granted maternity/parental leave and desires to return to service during the period of the leave may return at a time mutually agreed to by the employee and the Superintendent or his designee.

Section 9.4. Bereavement Leave.

Five (5) workdays bereavement leave may be granted for each death in the immediate family.

Section 9.4.1.

The immediate family shall be defined as spouse, domestic partner, father, mother, son, daughter, sister, brother, grandparent, or grandchild. These categories, when applicable, will include in-law and step relationships.

Section 9.4.2.

One day of bereavement leave may be granted for each death of an aunt, uncle, niece, nephew, cousin, or fiancé(e).

Section 9.4.3.

Bereavement leave shall not accumulate from year to year.

Section 9.5. Jury Duty/Witness Leave.

Leaves of absence with pay shall be granted for jury duty or when an employee is subpoenaed as a witness in a court proceeding. The employee shall notify the District when notification to serve is received. Leave will be consistent with District policy and procedure.

Section 9.6. Discretionary Leave.

Section 9.6.1. Employee Discretionary Leave.

A regular employee may use two (2) days of employee discretionary leave (EDL) with pay per year



for situations that require absence during working hours to transact or attend to personal or legal business or family matters. Employees may request an EDL day on a first-come, first-served basis, provided that:

- a. One employee per day per location may be approved such leave for any given day.
- b. The employee must request Employee Discretionary Leave, either via email or by submitting the absent report form, at least five (5) workdays in advance of the date requested. Within two (2) days of receipt, the employee will receive written or verbal approval or denial of the request. In unusual circumstances, this advance notification requirement may be waived by the employee's immediate supervisor.
- c. Employee discretionary leave will not be granted during the first two (2) weeks or the last two (2) weeks of the school year, on the workday directly before or after holidays, except as noted in Section 9.6.1.d, school breaks, workshop days or the first or last day of the school term, unless the reason for the absence is as follows:
 1. May be used in situations suddenly precipitated or situations of such a nature that preplanning or rescheduling is not possible or such that preplanning or rescheduling could not eliminate the need for such leave. Shall not be applicable for conducting business or personal affairs that can be scheduled outside the regular working hours or conducting business or resolving problems that deal with an income producing business. Some examples of situations that qualify are illness in the immediate family as defined in Article IX, Section 9.4.1; pre-adoptive leave; birth of an employee's child; funerals not covered by bereavement leave; failure of a public transportation carrier to meet a regularly scheduled operation; and educationally significant events that involve the employee or student within an employee's care, e.g., graduation.
- d. Employees may be able to use either of their EDL days for the day after Thanksgiving or any unpaid days during winter vacation, president's break, or spring vacation. There is no limit to how many employees may use an EDL day for these days.

Section 9.6.2.

Discretionary leave shall not be applicable in cases of self-determined hazardous road conditions when the employer determines that school shall be held. Discretionary leave shall not be accumulative.

Section 9.6.3.

Normally, discretionary leave is used in whole-day increments; provided, however, partial-day usage will only occur with prior approval of the immediate supervisor so long as it doesn't interfere with food service operations.

Section 9.6.4. Employee Discretionary Leave Incentive.

An employee shall receive remuneration for unused employee discretionary leave as of June 30 annually. Remuneration shall be made at full compensation of the employee for each unused day. Payment shall be made on the September pay warrant. An employee must be a current employee at the time such payment is to be made, unless (1) the employee provides written notification to the District of their resignation or retirement at least twenty (20) working days prior to the end of the school year, and (2) works until the end of the school year. An employee may use EDL days



without impacting the attendance incentive.

Section 9.7. Military Leave.

The District will comply with current federal and state statutes. While on military leave, sick leave and EDL shall not be lost, but shall not accrue. Seniority and longevity shall not be lost and shall accrue.

Section 9.8. Other Leaves.

Section 9.8.1. Attendance at the Legislature.

Any public employee who represents fifty percent (50%) or more of a bargaining unit, or who represents on a statewide basis a group of five (5) or more bargaining units, shall have the right to be absent from employment without pay and without suffering any discrimination in future employment and without losing benefits incident to employment while representing the bargaining unit at the legislature of the State of Washington during any regular or extraordinary session there;

PROVIDED, that such employee is replaced by the bargaining unit with an employee who shall be paid by the District and who shall be qualified to perform the duties and obligations of the absent member in accordance with the rules of the civil service or other standards established by the District for such absent employee. (Reference RCW 41.56.220)

Section 9.8.2. Unpaid Leave of Absence.

An unpaid leave of absences (LOA) may be granted by the District. These absences may be granted for up to one (1) year at the Employer's discretion. An employee returning from an approved leave of absence shall be assigned to the same position held at the time the leave commenced. If that position is no longer available, such employee shall be assigned to an equivalent position if possible.

Section 9.8.3.

An employee shall be granted leave without pay up to a 12-week maximum for the purpose of caring for a terminally ill child under the age of eighteen (18).

Section 9.8.3.1.

If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in advance.

Section 9.8.3.2.

Any employee returning from such leave shall be assigned to the same position held at the time the leave commenced, or if that position is no longer available, the employee shall be assigned to an equivalent position if possible.

Section 9.9. Leave Sharing.

A leave sharing program designed to assist employees who are facing severe, extraordinary, or life threatening illness or injury will be maintained during the term of this Agreement. Employees shall be permitted to donate sick leave on an hourly basis to bargaining unit members only. The Union shall be consulted as to any changes being considered to the program.



Section 9.11.

While on a leave of absence pursuant to Sections 9.2, 9.3, 9.5, 9.7, 9.9, the employee shall have the option to remain an active participant in fringe benefit programs, by contributing thereto the amount required, but with no District contribution.

Section 9.12. Family and Medical Leave.

In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave provisions in the Agreement, every employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.

An employee shall be eligible to use the provisions of this section if the employee was employed or compensated for 1250 hours or more during the immediately previous school year.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a healthcare provider or inpatient care in a hospital, hospice, or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

While an employee is on Family and Medical Leave, the District and the employee shall continue to make their respective contributions to the employee's benefit so that the employee shall continue to receive benefits just as if the employee were not on leave.

When foreseeable, the employee must provide 30 days' notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide such notice as is practical.

The District may require the employee to provide certification from employee's healthcare provider, or a family member's healthcare provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform the employee's job functions. Upon return to work, the District may require the employee to provide certification from the employee's healthcare provider that the employee is able to resume work.

The employee shall return to the position held when the leave commenced, or an equivalent position if the original position no longer exists.

Section 9.13. Leave Without Pay.

Leave without pay may be granted at the discretion of the District after all other applicable leave has been utilized. It is understood unpaid leave must be requested and approved before the employee makes any personal commitments (including travel plans, ticket purchases, etc.) Employer approval or denial of this request will be based on "compelling need" of the employee and consideration of program needs. Leave



without pay for more than two (2) consecutive days must be approved by Human Resources and may require evidence of the reason constituting compelling need. Employees may appeal denial to the Director of Nutrition Services and Human Resources. “Compelling need” is defined as:

- Legal affairs that cannot be conducted at another time.
- Situations created by forces of nature having significant adverse effects on the employee’s property, health, or family safety.
- Pre-adoptive leave.
- Funerals not covered by bereavement leave.
- Educationally significant events that involve an employee or student within the employee’s care e.g. graduation.
- Employee’s observance of a bona fide religious event based on the employee’s own faith.

Section 9.14. Paid Family and Medical Leave Program.

The District will comply with the provisions of Washington’s Paid Family and Medical Leave Program as specified in Chapter 50A.04 RCW as it applies to members of the Union.

ARTICLE X

EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Seniority.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment.

Section 10.1.1. Usage of Seniority.

Based on ability and performance, the employee with the earliest seniority date shall have preferential rights, regarding lay-offs. Ability and performance shall be determined by the following in order of priority: pay level, known skills, and evaluation. The District will determine questions of equal qualifications.

Section 10.1.2. Seniority Tie Breaker.

In case of duplicate hire in dates, the employee with the earliest sub hire date shall be the most senior candidate.

Section 10.2. Probationary Period.

Section 10.2.1. New Hires.

All new employees within the jurisdiction of this Agreement shall be on probation for ninety calendar days exclusive of holidays and vacation. During this time, grievance procedures relating to termination are waived.

Section 10.2.2. Current Employee in New Position.

An employee who is selected for a higher level position will be subject to a 20 workday probationary period. If during this time the employee does not meet required performance



standards, the employee shall be reassigned to the position formerly held, if still available, or to a position of equal responsibility and pay. During this period the employee may also request to return to the former position, if still available.

Section 10.3. Job Vacancies.

To promote the opportunity for advancement within the District, the District shall publicize within the District and externally during the school year any job vacancies that become available. Current qualified employees shall have preference over external candidates. For positions that become vacant during the summer months, open vacancies will be published as internal job openings online, posted externally, and announced at the summer workshop/August in-service day. Employees wishing to be considered for lateral transfer must indicate their interest by completing an online internal applicant profile and application before the closing date of the open position. However, it shall not be necessary to advertise temporary or leave replacement positions.

The Union shall be notified of the name of the assigned new employee.

Section 10.3.1.

All employees covered by this Agreement shall have the right to apply for any bargaining unit position which is advertised in accordance with 10.3 above and the mutually agreed upon process. Employees may indicate their interest by completing an on-line application in Human Resources. The application must be completed by the closing date and time to warrant consideration. Those employees then meeting the minimum qualifications listed in the vacancy announcement will be considered for that position.

Section 10.3.1.1.

The employee with the earliest hire date shall have preferential rights regarding promotions, assignments to new or open jobs or positions, and retention of hours during layoff or restructuring, when qualifications, ability, and performance are substantially equal with junior employees. An employee's qualifications, ability and performance evaluated via a fair and objective hiring process, with careful consideration given to all relevant and successful experience/seniority of any bargaining unit member applicant, will determine the final selection.

Section 10.3.1.2. Bypass.

If the District determines that seniority rights should not govern because a junior employee or non-employee applicant possesses ability and performance substantially greater than a senior employee or employees, the District shall set forth in writing to the senior employee(s) and the Union president its reasons for the bypass.

Section 10.3.1.3.

An employee who is not successful for a position may make an appointment with Human Resources and/or the department director for the purpose of reviewing the person's application and/or interview by making such appointment within ten (10) work days of notification that the position was filled. The discussion shall be limited to that person's



candidacy.

Section 10.3.1.4.

In the event an employee(s) requests a lateral transfer, the same selection committee formed to select from the entire list of applicants shall first meet and consider the employee(s) who requested a lateral transfer. The committee shall deliberate pursuant to Section 10.3.1.1. Should the committee determine that a lateral transfer request(s) will not be accepted, the committee shall then consider all applicants (including lateral transfer requests) pursuant to Section 10.3.1.1.

Section 10.3.1.5.

For vacancies of 2.5 hours or less, the selection process shall be waived at the discretion of the selection committee.

Section 10.4. Annual Employment Notification.

Any employee not notified by June 15 of each year shall be considered automatically rehired into the ensuing school year subject to availability of funds, continuation of program, and position.

Section 10.5.

Employees rehired will retain the same hourly rate of pay as specified by previous contract until negotiations are completed on a new contract, at which time the new rate of pay will become retroactive to the execution date of the contract unless otherwise provided.

Section 10.6. Criteria for Determining Retention of Staff Due to Financial Loss or Lack of Work. (Layoff).

The term "lay-off" shall mean termination of employment or significant reduction of hours (defined as one (1) hour or benefit loss) for other than disciplinary reasons. Such reasons may include change of program or financial necessity.

Section 10.6.1.

In the event a lay-off situation may occur, the District shall present the Union a seniority list by pay level at least thirty (30) calendar days prior to first lay-off, unless an emergency exists.

Section 10.6.2.

Employees shall be allowed to move into positions held by the least senior employees within the pay level. Employees who may be moved out of their pay level shall be allowed to move into positions within "lower" pay levels based on 10.6.2.; provided, however, that no employee shall be allowed to move into a higher pay level.

Section 10.6.3.

The above section shall not supersede the right of management to hire applicants outside the District when there are no longer any employees in the bargaining unit or recall pool who possess the training and/or experience for the position or possess skills required for the available position.

Section 10.6.4. Reemployment Rights.



All employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool, based on their seniority, for possible reemployment for a period of one (1) year. Employment pool personnel, based on their seniority, will be given the opportunity to fill open positions until such time that the employment pool is depleted or there are no candidates qualified in the pool for any particular open position.

Section 10.6.5.

Personnel will be considered for rehire based on previous training and/or experience or possession of the skills required for the position. If the next employee in line for rehire is not qualified for the open position, then the employee shall retain the right to remain in the employment pool. However, if an employee rejects a position after being offered the position and the employee is qualified for the position, further right to employment from the employment pool shall terminate.

Section 10.6.6.

It shall be the responsibility of each employee to notify the Human Resources Department in writing by October 1 and February 1 if such employee wishes to remain in the employment pool. If such notification is not received prior to these dates, the name of any such employee shall be dropped from the employment pool.

Section 10.6.7.

When a vacancy occurs for which the District offers employment to an employee from the pool, notification from the school district to such an individual will be by certified mail or by personal delivery. Such individual will have seven (7) calendar days from receipt of the letter to accept the position. A copy of such letter(s) shall be forwarded to the Union.

Section 10.6.8.

Employees who are laid off shall retain seniority and retirement benefits in addition to payment for any accrued vacation days.

Section 10.6.9.

Those employees who are designated to be laid off shall receive a lay-off slip at least fifteen (15) calendar days prior to lay-off (unless an emergency exists in which case the District will meet with the Union as soon as reasonably possible), containing the following information: name, position, date of hire, reason(s) for lay-off, eligible benefits, and a copy of seniority list by pay level.

Section 10.7. Involuntary Transfer Not Caused by Financial Loss or Lack of Work.

An employee may be subject to involuntary transfer for compelling needs related to the successful operation of the site or department. Reasons for such transfers shall be discussed with representatives of the union prior to making a decision, and only after other efforts have been made to resolve the need leading to the transfer. Employees and the Union President shall be given 5 (five) work days notice before reporting to the new assignment. Employees may at their discretion waive this 5-day notice.

Section 10.8. Transfer of Prior Experience.

New employees with prior experience in a Washington State public school district shall have longevity applied and adjusted in accordance with RCW 28A.400.300, as amended.



ARTICLE XI

DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT

Section 11.1.

Each employee has the right, during an investigatory interview which the employee reasonably believes may result in discipline, to request the presence of an Union representative of his/her choice. If the Union representative is unavailable, the meeting may be reasonably delayed until the representative is available. If such representation is not available, the employee may request the presence of another immediately available Union representative. The District will inform the employee if known a meeting might result in disciplinary action prior to such meeting. The Union representative shall not obstruct or interfere with the interview.

Section 11.2.

Meetings between the employee and District shall occur at mutually convenient times when the employee, the Union representative, and District representative may be available.

Section 11.3. Disciplinary Action.

Disciplinary action for purposes of this Article shall mean written warnings, written reprimands, suspension without pay, or involuntary termination. No employee shall be subject to such disciplinary action without just cause. The specific grounds forming the basis for suspension or termination shall be made available to the employee in writing.

Section 11.4. Administrative Leave for Investigation.

At the District's discretion, where the allegations are of a serious nature, an employee may be placed on paid administrative leave pending the outcome of an investigation pursuant to this Article. In the event an outside entity places restrictions on an employee causing them to be unable to perform their duties, the administrative leave will be without pay (e.g. an employee is arrested and a judge places a pre-trial release restriction barring him or her from being near a school).

Section 11.5. Discharge, Involuntary Termination of Employment.

In the case of involuntary termination for performance deficiencies (i.e., quality and quantity of work), the employee shall be entitled to receive a notice of intention to discharge from employment fourteen (14) calendar days prior to the actual date of discharge. The employee shall be entitled to receive a written statement of reasons for the discharge. If written notice for a Loudermill hearing is received within seven (7) calendar days of the notice of intent to discharge, the employee is entitled to a hearing with the Superintendent or his designee. If the employee is unavailable for the hearing or does not desire a hearing, the employee may still provide evidence in writing to the Superintendent or designee within seven (7) calendar days of the date of the notice of intent to discharge.

Section 11.6. Resignations.

The employee shall give fourteen (14) calendar days notice, in writing, of intent to resign. When it is mutually agreed upon by the employee and the District, the fourteen (14) calendar days mandatory notice may be waived.



Section 11.7.

Exit Interview. An employee who resigns may arrange an exit interview with the Human Resources Department.

ARTICLE XII

EMPLOYEE BENEFITS, INSURANCE AND REIMBURSEMENTS

Section 12.1. Insurance Programs.

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. Any provisions included in the Agreement that are found to conflict with the rules and regulations adopted by the SEBB shall be considered null and void.

Employee eligibility for benefits administered by SEBB shall be determined by the rules and regulations adopted by SEBB.

Section 12.2. Liability Insurance.

Employees shall be covered by the District's liability insurance policies to the extent provided therein.

Section 12.3. Workers' Compensation.

All employees covered by this Agreement shall be covered by the Washington State Workers' Compensation Law (self-insured by the District). The cost of the Industrial Insurance and Medical Aid covered will be borne by the District. The cost of the pension fund will be shared equally by the employee and the District in accordance with the Workers' Compensation Law, per RCW 51.32.073.

Section 12.9. Tax Shelter Program.

The District shall make a program available to members of the bargaining unit for the purchase of tax-sheltered annuities. Upon receipt of an employee's properly executed application to participate in such a program, the District shall deduct the cost for purchasing them from such employee's salary.

Section 12.10. Credit Unions.

The District shall add to the existing list of payroll deductions, payments to the Inspirus Credit Union, when authorized by the individual employee.

Section 12.11. District Provided Clothing.

Each regular employee shall be provided four tops (at no cost to the employee) that meet wearability standards approved by the dress code committee. Additional tops and aprons will be provided as their wear requires.

ARTICLE XIII

PROFESSIONAL TRAINING

Section 13.1. Special Training.



If the immediate supervisor determines, and the Superintendent concurs, that special training is necessary for an employee, the District will pay the cost of such classes or training.

Section 13.2. Professional Training Funds.

The District will make available a fund for the purpose of employee skill and job development (Effective Education fund). The fund will be generated on the basis of the equivalent of five (5) work days, based on the individual employee's daily hours. The fund may be used as jointly determined by the District and the Union, in order to involve staff in implementing District goals related to educational excellence. Employees shall be paid at the employee's regular rate for such time. This may include all certification related classes and approved workshop offerings.

Section 13.2.1. Designated Workshop Training Days.

In the interest of promoting staff use of effective education funds for training, the Employer agrees to notify employees and the Union of the designated workshop training days by October 1 of each year, or within fifteen (15) days of setting the workshop training day, whichever comes first. Completion for attending one workshop day shall be funded from the effective education training funds.

Section 13.2.2. USDA Professional Standards Training.

All employees will be required to meet the professional standards established by the U.S. Department of Agriculture (USDA) for all school nutrition program employees. The District will notify each employee at the start of the work year as to number of hours of training required for that school year, based on the employee's classification. Such training will be paid through the Effective Education fund.

Section 13.3. Program Completion Stipend.

Upon completion of the District's Basic Food and Nutrition Services Program and Advanced Food and Nutrition Services Program, the employee shall receive a one-time stipend of seven hundred dollars (\$700.00) per program.

Section 13.4 Vector Training Completion Stipend

Eligible employees who complete the required Vector training by the annual due date in November will receive \$200 per employee to be paid as soon as feasible but no later than the January pay warrant. Eligible employees will be those who work a minimum of two (2) hours per day in a regular position.

ARTICLE XIV

UNION MEMBERSHIP

Section 14.1.

Upon notification of authorization by the Union, the District shall deduct Union dues from the pay of members pursuant to RCW 41.56.110, and in accordance with the express terms of this Article. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees on a monthly basis. No deduction shall be made which is prohibited by applicable law.



Section 14.2.

The District will notify the Union of all new hires within ten (10) working days of the hire date.

Section 14.3.

Any employee wishing to withdraw from the Union shall submit a registered or certified letter so stating to the Public School Employees of Washington, P.O. Box 798, Auburn, Washington, 98071, with a copy to the District Human Resources Department.

Section 14.4.

Upon request, the District shall have access to view or obtain copies of membership dues deduction authorizations and any other payroll deduction authorizations in the Union’s possession. The Union will be the custodian of the records related to union membership dues deduction authorizations and other payroll deduction authorizations, to the extent allowed by law. The Union agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records along with the accuracy of the information it provides to the District related to dues deduction and other payroll deduction authorizations.

Section 14.5.

The Union shall give written notice to the District business office of the percentage amount of dues required of a member of the Union and which dues are to be deducted during the school year under payroll deductions. The deduction amount shall not be subject to change without at least thirty (30) calendar days written notice to the District business office. Any such changes shall be implemented by the District within sixty (60) calendar days of the written notice to the District business office.

Section 14.5.1.

The Union agrees to reimburse any employee from whose pay dues were deducted in excess of the total amount due to the Union, at that time, provided the Union or its affiliate actually received the excessive amount.

Section 14.6.

Voluntary Political Contributions. 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 Union shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110. Each year, the Union shall send the District a list of the names of Union members who have authorized payroll deductions.

Section 14.7.

The Union shall indemnify the District against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purposes of complying with any of the provisions of this Article, provided that the District’s actions were consistent with the provisions of this Article. The District agrees to cooperate in the defense of any such action and ensure the availability of requested witnesses under its control.

Section 15.1.



Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, time limits may be extended by mutual agreement. Every effort will be made to resolve the grievance at the earliest possible step of this procedure. The following procedures shall be utilized by a member of the Union to resolve an alleged grievance, as defined below.

Section 15.2.

The Union shall be notified by the District of any formal grievance of any employee in the bargaining unit. The Union shall also be given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance in accordance with RCW 41.56.080.

Section 15.3.

A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement, which claim deals with the interpretation or application of the specific terms of this Agreement. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty-one (21) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 15.3.1. Step One: Informal.

Employees shall first discuss the grievance with the immediate supervisor. The supervisor shall have seven (7) working days to respond after meeting with the grievant.

Section 15.4. Step Two: Formal.

If the grievance is not resolved to the employee's satisfaction in accordance with Step One, the employee may submit a formal written grievance to the director of food and nutrition services, with a copy to the Human Resources Department, within seven (7) working days of the Step One informal meeting. The grievance will describe the facts upon which the grievance is based, the provision(s) of the Agreement allegedly violated, and the remedy sought. The director of food and nutrition services or his designee shall meet with the grievant and his/her union representative to discuss the grievance and shall make a written response to the grievant, with a copy to the Union, within fourteen (14) working days of the Step Two formal meeting.

Section 15.5. Step Three: Superintendent.

If the grievant is not satisfied with the resolution at Step Two, the grievant may, within fourteen (14) working days of receipt of the written response from Step Two, submit the written grievance to the Superintendent or designee. The Superintendent/designee shall have fourteen (14) working days in which to respond.

Section 15.6. Step Four: Arbitration.

If no resolution has been reached within the fourteen (14) working days referred to in the preceding subsection, and the Union believes the grievance to be valid, the grievance may, within fourteen (14) working days of the answer above, submit the grievance to the American Arbitration Union for arbitration under their rules and within the following guidelines:

Section 15.6.1.

The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation, or alleged violation of specific articles and/or section of this Agreement.



Section 15.6.2.

There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, and the District.

Section 15.6.3.

The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 15.6.4.

The fact that the grievance has been considered by parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in Subsection 15.6.1.

Section 15.7.

All documents, communications, and records dealing with the processing of a grievance, except the final disposition, shall be removed from the individual's personnel file upon resolution of the grievance.

Section 15.8.

During the course of any investigation by the Union, the District shall cooperate with the Union and furnish to it relevant and necessary information for the processing of the grievance, subject to legal limitations.

Section 15.9.

The timelines may be extended by mutual agreement of the parties.

Section 15.10.

The grievance meetings shall take place whenever possible on school time. The District shall not discriminate against any individual employee or the Union for taking action under this Article.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Base wages for employees subject to this Agreement, during the term of the Agreement are contained in the KSFSFA Salary and Longevity Schedule (Exhibit A) which is incorporated by reference herein. Employees holding a valid School Nutrition Association certificate on September 30 of each year will be paid the appropriate rate set forth in the KSFSFA SNA Certified Salary and Longevity Schedule (Exhibit A-1). Effective September 1, 2023, wage rates referenced on the 2022-2023 Exhibit A will be adjusted to show a 3% increase between steps, and then increased by 3.7%, the state funded inflationary increase provided for in RCW.28A.400.205. Exhibit A-1 will be Exhibit A increased by \$0.75 for every step for employees with an SNA Certificate 1. Step 1 (0-1 years) from the 2022-2023 Exhibits A and A-1 have been collapsed into Step 2 (2-4 years). An additional step has been added for those with 25+ years of experience.



Effective September 1, 2024, wage rates referenced on the 2023-2024 Exhibit A will be increased by the state funded inflationary increase provided for in RCW.28A.400.205, plus two percent (2%) for all bargaining unit employees. Exhibit A-1 will be Exhibit A increased by \$0.75 for every step for employees with an SNA Certificate 1.

Effective September 1, 2025, wage rates referenced on the 2024-2025 Exhibit A will be increased by the state funded inflationary increase provided for in RCW.28A.400.205, plus two percent (2%) for all bargaining unit employees. Exhibit A-1 will be Exhibit A increased by \$0.75 for every step for employees with an SNA Certificate 1.

Section 16.2. Staff Trainer.

Staff trainer rate will be equal to current District staff trainer rate. The staff trainer would be responsible for planning, organizing, and carrying out the teaching of staff development programs for the District. The staff trainer rate will apply only for off-hours training time, for clearly identifiable training which is separate from the individual's current job description, and when the staff trainer appointment and course outline have been approved by the District.

Section 16.3. Other Provisions.

Section 16.3.1.

Payments for daily substitutes, short-term and long-term temporary employees shall be made in accordance with the established practices of Payroll and Human Resources. The Union shall be informed when changes are made by the District to the payment practices as specified herein.

Section 16.3.2.

A Level-A Food Service Worker may be identified as trained and responsible for regularly assisting a Secondary Kitchen Manager in the daily performance of duties (as outlined in a Secondary Food Services Worker-Lead job description.) A Food Service Worker so identified will be compensated at Level B for all hours worked. This is a discretionary assignment and is not a position title on Schedule A and A-1. Such an assignment may or may not exist in secondary schools depending on the structure and method of service delivery. Any such assignment shall be at the recommendation of the Kitchen Manager and approval of the Director of Nutrition Services.

Section 16.3.3.

Field Assistants can be used at any school. Field Assistants shall receive periodic training needed to perform satisfactorily at any school level.

Section 16.4. Potential Legislative Appropriation.

In the event the state hereafter funds for the school year an additional percentage increase in annual classified salaries, the state increase percentage will be applied to the salary schedule in the manner and to the extent allowed by the state budget and any implementing regulations. Prior to implementation of the pass through of the additional increase, the District will consult with the Union. If the parties are unable to agree to the amount and mechanics for the pass through, the subject of the pass through will be negotiated and the District's pass through commitment under this section will be deemed null and void except as otherwise agreed in the subsequent negotiations. Section 16.5. Travel Allowances.

An employee who is authorized to use his personal car on District business shall be compensated at the rate



as provided in District Policy No. 6213. The mileage shall be authorized and validated by the employee's immediate supervisor. This shall include banking responsibilities, delivery services, and when the employee is requested to drive from one location to another on District business.

Pursuant to District Board Policy 6540, an employee who is authorized to use his or her personal vehicle on District business may request the District assume liability for the employee's insurance deductible in the event of an accident. At the District's discretion and in alignment with the requirements of District Board Policy 6540, the District may assume liability.

Section 16.6.

In the event a dispute occurs over replacing a uniform top, said dispute shall be submitted to one management and one union representative for a mutually agreed upon decision. Should these representatives fail to agree, the dispute shall be submitted to the Joint Labor Management Liaison Committee for final decision.

Section 16.7. SNA Membership Reimbursement.

The District agrees to pay the annual membership fee for each employee whose name is on the SNA list as of September 30 of each year.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement shall be September 1, 2023 to August 31, 2026.

Section 17.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in Section 17.3 below.

Section 17.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 17.3.1.

During the above-specified re-opener period(s), Article XIX, Section 18.1, No Strike Agreement, shall be inoperative as a contractual agreement, but such inoperative status shall not be deemed a waiver of any other legal rights or obligations of the parties.

Section 17.4.

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

Section 17.5.

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.



Section 17.6.

In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to 17.3 herein.

Section 17.7.

The provisions of this Agreement are deemed to be separable to the extent that if any application is found to be in conflict with an existing law, a court of competent jurisdiction, Attorney General Opinion, or Auditor's Report, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided, further, that in the event any provision or provisions are so declared to be in conflict, both parties shall meet within thirty (30) calendar days for the purpose of renegotiations and agreement on the provision or provisions so invalidated.

Section 17.8.

The District and the Union acknowledge that they have bargained with respect to all terms and conditions of employment. The District and the Union acknowledge that their agreements are fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this Agreement.

ARTICLE XVIII

NO STRIKE AGREEMENT

Section 18.1.

There shall not be authorized any strike, slowdown, or any other stoppage of work by the Union regardless of whether an unfair labor practice is alleged. The District shall not lock out employees covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 18.2.

An employee may without penalty refuse to cross a picket line if rare or unusual or physical hazard is involved in proceeding to the work location. However, the employee must call in and receive prior approval from the Director of Nutrition Services.



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948
KENT SCHOOL FOOD SERVICE
ASSOCIATION (KSFSA)

KENT SCHOOL DISTRICT #415

BY: Debbie Matthes
Debbie Matthes, Chapter President

BY: Nadir Barringer
Dr. Wade Barringer, Deputy Superintendent

DATE: 10-20-2023

DATE: 10/20/23



EXHIBIT A

KENT KSFSA Base Salary and Longevity Schedule Effective September 1, 2023

(for employees not holding a valid School Nutrition Association certification on September 30th)

Years of Service Completed by September 1, 2023						
	Years 0-4	Years 5-9	Years 10-14	Years 15-19	Years 20-24	Years 25 +
Level A:						
Food Service Worker	\$20.98	\$21.61	\$22.26	\$22.92	\$23.61	\$24.32
Level B:						
Elementary Kitchen Manager	\$22.45	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03
Secondary Lead Helper*						
(by assignment only)						
Level B-1:	\$23.02	\$23.71	\$24.42	\$25.16	\$25.91	\$26.69
Field Assistant						
Level C:	\$23.92	\$24.64	\$25.38	\$26.14	\$26.93	\$27.73
Assistant Cook/Baker						
Assistant Packaging Line Lead						
Assistant Salad/Catering Lead						
Assistant Lead Shipper						
Level D:	\$27.63	\$28.45	\$29.31	\$30.19	\$31.09	\$32.03
Packing Line Lead						
Lead Cook/Baker						
Salad Catering Lead						
Secondary Kitchen Manager						
Lead Shipper						
Substitute Rate:	\$18.45					



EXHIBIT A-1

KENT KSFSA SNA Certified Base Salary and Longevity Schedule Effective September 1, 2023
(for employees holding a valid School Nutrition Association certificate on September 30th)

<i>Years of Service Completed by September 1, 2023</i>						
	Years 0-4	Years 5-9	Years 10-14	Years 15-19	Years 20-24	Years 25 +
Level A:						
Food Service Worker	\$21.73	\$22.36	\$23.01	\$23.67	\$24.36	\$25.07
Level B:						
Elementary Kitchen Manager	\$23.20	\$23.87	\$24.57	\$25.28	\$26.02	\$26.78
Secondary Lead Helper* (by assignment only)						
Level B-1:	\$23.77	\$24.46	\$25.17	\$25.91	\$26.66	\$27.44
Field Assistant						
Level C:	\$24.67	\$25.39	\$26.13	\$26.89	\$27.68	\$28.48
Assistant Cook/Baker						
Assistant Packaging Line Lead						
Assistant Salad/Catering Lead						
Assistant Lead Shipper						
Level D:	\$28.38	\$29.20	\$30.06	\$30.94	\$31.84	\$32.78
Packing Line Lead						
Lead Cook/Baker						
Salad Catering Lead						
Secondary Kitchen Manager						
Lead Shipper						



EXHIBIT B

NS Summer Program Procedures

1. Staffing required for any service that involves food preparation, packaging and service to customers during the time between when one school year ends and the next one starts, will be offered to interested current KSFSA members before recruiting other qualified staff.
2. Notification of summer work opportunities will be posted by April 15th unless no opportunities exist at that time.
3. Staff interested in working must respond in writing by May 1st.
4. Staff interested in working must meet the minimum qualifications of the work positions that will be needed.
5. The number of positions that will be available will be based on the scope of the services that are being offered.
6. Staffing preference will be given to staff who worked the previous year and whose work performance was satisfactory.
7. If the number of staff who worked the previous year exceeds the number of positions needed, staffing will be determined by district seniority.
8. When the number of staff positions available for the current year exceeds the number of interested staff who worked the previous year, additional staff will be selected from those KSFSA members who have submitted their name for consideration. Selection will be determined by district seniority and ability to perform the required work functions satisfactorily.
9. When a staff member who worked the previous year is not interested in working the current year, they lose their continuous work preference. If staff is interested in working future summers, they must reapply and will be considered for open positions based on their district seniority and ability to perform the required work functions satisfactorily.
10. These positions do not qualify staff for sick leave accrual or holiday pay.
11. Minimum work hours will not be guaranteed.
12. When accepting a summer position, staff members are committing to working the complete summer program schedule. Upon prior approval staff will be allowed to schedule up to five unpaid days off. Staff members who do not meet these expectations will lose their continuous work preference. They may reapply for future summers and will be considered based on their district seniority, the availability of additional positions that exceed the number of returning staff, and their ability to perform their work and functions satisfactorily.



13. Time sheets will be utilized to record and report extra time worked.
14. FNS Department reserves the right to make changes to the summer meal program that could require changing staff assignments and responsibilities from the previous year(s) of operation.
15. Placement of Section 16.1 Wage Schedule A including certification premium pay and longevity step recognition as position duties and responsibilities correlate to regular Schedule A positions.
16. An additional paid day shall be provided as incentive for those participants who work at least 85% of the total workdays offered in the Summer Nutrition Program.
17. Assignment of work and leaves shall be subject to the above Food Nutrition Services Summer Program Procedures.

