

COLLECTIVE BARGAINING AGREEMENT BETWEEN
KENT SCHOOL DISTRICT #415
AND
KENT SCHOOL FOOD SERVICE ASSOCIATION

SEPTEMBER 1, 2014 - AUGUST 31, 2017



Public School Employees of Washington/ SEIU Local 1948
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- 1 2. If the District knows in advance that the long-term temporary assignment will be at least
2 fifty-percent (50%) of the time scheduled for the position for the year, the long-term
3 temporary employee will be subject to Sections 3.4 and 13.2., in addition to the benefits
4 noted above.
- 5 3. Substitute employees are on-call employees who fill positions on a day-to-day basis due
6 to absences of regular or long-term temporary employees or who work in a temporary
7 assignment for less than sixty (60) days. Substitute employees are paid the substitute
8 rate as shown on the Salary Schedule and are not subject to any other term or condition
9 of this bargaining agreement.

10
11 **Section 1.3.**

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

17
18 **Section 1.4.**

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

30
31
32 **ARTICLE II**
33 **RIGHTS OF THE EMPLOYER**

34
35 **Section 2.1.**

36 Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and
37 negotiation may be construed to be a delegation to others of the policy-making authority of the
38 District, which authority the District specifically reserves unto itself. The management of the District
39 and the direction of the employees is vested in the District subject to the terms of this Agreement and
40 federal and state laws and regulations. Management officials retain the right and obligation to
41 determine the method, number, and kinds of personnel by which operations undertaken by employees
42 in the bargaining unit are to be conducted, including the right to subcontract work and designate the
43 work to be performed by the District or others and the places and the manner in which it is to be
44 performed. Management officials retain the right and obligation, according to District policies and
45 regulations, to do the following as enumerated below:

1
2 **Section 3.4.2.**

3 New employees shall be entitled to a conference with their supervisor during the first ninety
4 (90) workdays of their employment.
5

6 **Section 3.4.3.**

7 Administrators may request input from members of the bargaining unit concerning evaluations
8 of other members of the bargaining unit. Members of the bargaining unit shall not evaluate
9 other members of the bargaining unit, except for secondary coordinators and department heads
10 who may evaluate employee performance; provided however, negative performance
11 evaluations (defined as below acceptable levels of performance), shall be conducted by
12 supervisors. Employees requested to do self-evaluations shall be provided time during their
13 workday to perform the task at work.
14

15 **Section 3.5. Personnel Files.**

16
17 **Section 3.5.1.**

18 Employees shall, upon request, have the right to inspect all contents of their complete personnel
19 file kept within the District. Upon request, a copy at District expense of any documents
20 contained therein shall be afforded the employees.
21

22 **Section 3.5.2.**

23 An employee may request a representative be present during review of the personnel file(s).
24

25 **Section 3.5.3.**

26 Any derogatory material which may be used against any employee in such disciplinary action
27 as reprimand, suspension, or termination of employment must be shown to the employee within
28 ten (10) workdays after receipt or composition. In the event of summer vacations, ten (10)
29 calendar days shall be used.
30

31 **Section 3.5.4.**

32 No evaluation, correspondence, or other material making derogatory reference to any
33 employee's character or manner, shall be kept or placed in the personnel file without the
34 employee's knowledge and opportunity to attach comments.
35

36 **Section 3.5.4.1.**

37 Any materials retained in an employee's personnel file longer than two (2) years, shall,
38 at the employee's written request, be removed; provided: 1) the materials are not
39 required to be maintained by law, or 2) the materials are not part of a formalized
40 continuing action, or 3) that all employee evaluations will be retained in the personnel
41 file.
42

43 **Section 3.5.5.**

44 Employees shall have the opportunity to attach an addendum to any derogatory material placed
45 in the personnel file(s).
46

47 **Section 3.5.6.**

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

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ARTICLE IV
RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association 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.

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

Section 4.3.

The Association shall have access to the employee's mailbox. The Association 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 Association 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 Association 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 Association membership shall be copied to the director of labor relations.

The Association 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 Association.

Section 4.4.

The Association shall have the right to post notices of activities and matters of Association concern on designated areas of bulletin boards to be provided in each District building. The Association 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 Association agrees to indemnify and hold the District harmless from any and all claims which may arise from any posted material.

1 **Section 4.5.**

2 New regular employees shall be given a basic orientation. Rehires and employees returning from
3 leaves of absence, when applicable, shall receive a basic orientation. The orientation shall, at the
4 minimum, provide employees with relevant personal benefits and payroll information.
5

6 **Section 4.6.**

7 A list of all employees in the bargaining unit, their hours, and place of assignment will be furnished by
8 the Food Service Department twice annually. Names, hours and assignments of new hires and
9 transferred employees will be provided to union representatives within 10 days after the hire or transfer
10 date.
11

12 **Section 4.7.**

13 Visitation rights shall be granted to the designated representative of the Association to visit employees
14 in the unit for the purpose of grievance procedures and/or general information data to the extent that
15 such visitation does not disrupt the operation of the school or department. The designated
16 representatives shall receive advance approval from the Director of Nutrition Services or his/her
17 designee for any visitation. Association meetings may be held during working hours with prior
18 approval of the Superintendent or designee.
19
20

21 **ARTICLE V**
22 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
23

24 **Section 5.1.**

25 Pursuant to Chapter 41.56.030 RCW, Public Employees Collective Bargaining Act, the District and the
26 Association agree to meet at reasonable times, to confer and negotiate in good faith, and to execute a
27 written Agreement regarding matters appropriate for negotiations which shall relate to salaries, hours,
28 working conditions, and grievance procedures, except that by such obligation, neither party shall be
29 compelled to agree to a proposal or be required to make a concession, unless otherwise provided in
30 Chapter 41.56.070 RCW.
31

32 **ARTICLE VI**
33 **ASSOCIATION REPRESENTATION**
34

35 **Section 6.1.**

36 The Association representatives shall represent the Association and employees in meeting with
37 officials of the District to discuss appropriate matters of mutual interest. They may receive and
38 investigate to conclusion complaints or grievances of employees, and thereafter advise employees of
39 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
40 the grievances or complaints. They may not, however, continue to advise the employee on courses of
41 action after the employee has indicated a desire not to pursue a grievance. This does not, however,
42 preclude the Association's right to pursue the matter to conclusion. They may consult with the District
43 on complaints without a grievance being made by an individual employee. Association representatives
44 may also meet with the Superintendent upon request at a mutually agreed time.
45
46

1 **Section 6.2.**

2 The designated Association representative, when leaving work as per Section 6.1, shall first obtain
3 permission from their immediate supervisor. The supervisor's permission in these instances will
4 normally be granted. The employee will report the employee's return to work to the employee's
5 supervisor.
6

7 **Section 6.3.**

8 At least monthly, or at the written request of the District or the Association, labor-management
9 meetings shall be held to discuss issues of mutual interest to the parties, to resolve concerns regarding
10 the interpretation and implementation of the collective bargaining agreement, and to provide an
11 opportunity for the Association to provide feedback to the Superintendent on District operations and
12 direction.
13

14 In no event can agreements reached in labor-management meetings abridge, add to, or subtract from
15 the collective bargaining agreement, provided, however, that the Association and the District may
16 make such agreements subject to ratification.
17

18 The Association may include up to four (4) employee representatives, inclusive of the chapter
19 president and field representative. The Superintendent, or designee, director of food and nutrition
20 services, and up to three (3) additional members shall represent the District. Other resource personnel
21 shall be available upon request by either party.
22

23 In order to ensure communications from the committee, agendas and minutes for meetings shall be
24 taken and distributed by the bargaining unit to each kitchen at each work site.
25
26

27 **ARTICLE VII**
28 **HOURS OF WORK AND OVERTIME**
29

30 **Section 7.1. Work Year.**

31 The work year shall be constituted by a minimum number of workdays plus holidays for each of the
32 following categories: elementary positions, junior high positions, high school positions, and central
33 kitchen positions. Each school year, the District will inform employees prior to the beginning of the
34 school year what the minimum will be for the year. This minimum may be affected by emergency
35 situations. Where schedules and available work permit, the District will attempt to provide
36 opportunities for affected employees to make up time lost due to these emergencies and will discuss
37 any subsequent changes with the Association as soon as possible thereafter.
38

39 **Section 7.1.1.**

40 If lunches are not served or if an employee's hours are reduced on early release days, the
41 District will attempt to provide opportunities for affected employees to make up lost time
42 where schedules and available work permit.
43

44 **Section 7.2. Workweek.**

45 Consistent with federal and state regulations, the District shall establish and maintain a defined
46 workweek.
47

1 **Section 7.2.1.**

2 The workweek, for payroll purposes, shall be defined as a seven- (7) day week, commencing at
3 12:00 a.m., Monday, through 11:59 p.m. the following Sunday.

4
5 **Section 7.2.2.**

6 Regular employees shall normally work a five-day schedule, Monday through Friday, with two
7 (2) consecutive days of rest, Saturday and Sunday. If the work schedule is different than
8 Monday through Friday, the supervisor shall so notify the employee. Employees shall receive a
9 five (5) workday notice of a change in the regular workweek schedule unless, due to an
10 emergency situation, the District is not able to provide such notice.

11
12 **Section 7.2.3.**

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

20
21 **Section 7.3. Overtime.**

22 Overtime shall be administered in accordance with the Fair Labor Standards Act, 1985 Amendments,
23 and state laws and regulations. Members of the Association who are required by their immediate
24 supervisor to work beyond forty (40) compensated hours in a given workweek will be compensated at
25 time and one-half.

26
27 **Section 7.4.**

28 Compensatory time shall be administered in accordance with law.

29
30 **Section 7.5. Emergency Conditions.**

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

36
37 **Section 7.6.**

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

1 **Section 7.6.1.**

2 If a regular employee has stepped up and takes a sick leave day and returns the following day to
3 the higher level position, that sick leave will be paid at the higher level.
4

5
6 **ARTICLE VIII**
7 **HOLIDAYS**
8

9 **Section 8.1. Holidays.**

10
11 **Section 8.1.1.**

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

- | | | | | | |
|----|---------------------------|---------------------------------------|----|----|----|
| 13 | 14 | 15 | 16 | 17 | 18 |
| | 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 | | | |

19
20 **Section 8.2.**

21 If one of the above days (holidays) falls on a weekend, the employee shall be given an equivalent day
22 off on a date mutually agreed upon by the District and the Association.
23

24 **Section 8.3. Worked Holidays.**

25 Work performed on a designated holiday will be paid at two and a half (2 1/2) times the employee's
26 regular rate of pay.
27

28 **Section 8.4.**

29 The hours for holiday pay shall be the authorized daily hours at the time of the holiday.
30

31 **ARTICLE IX**
32 **LEAVES**
33

34 **Section 9.1. Sick Leave.**

35 Each employee with the District shall be granted twelve (12) workdays of annual sick leave. For
36 employees commencing work after September 1, sick leave shall be prorated according. Sick leave
37 shall be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to
38 the employee's scheduled work year. However, accrued sick days that are beyond the total allowable
39 amount will be lost at the end of the school year if the days have not been used or cashed in pursuant to
40 the sick leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has
41 210 sick leave days at the end of the school year, the excess 10 days will be lost as of August 31).
42

43 **Section 9.1.1.**

44
45 **Employee:** Employees may use sick leave when they are unable to attend work because of
46 their own illness or injury. One (1) day may be used per year to attend to the protection of
47 property due to an emergency.
48

1
2 **Child:** Employees may use sick leave for the illness of their child.

3
4 “Child” means a biological, adopted, or foster child; a stepchild; a legal ward; or a person who
5 is acting as guardian who is (a) under 18 years of age or (b) 18 years of age or older and
6 incapable of self-care because of a mental or physical disability. Incapable of self-care means
7 that the individual requires active assistance or supervision to provide daily self-care in several
8 of the activities of daily living. This includes activities such as grooming, bathing, dressing,
9 cooking, cleaning, shopping, paying bills, eating, etc.

10
11 **Other Family Members:** Employees may use sick leave to care for a spouse or domestic
12 partner, a parent, parent-in-law, or grandparent with a serious health or emergency condition as
13 certified in writing by a licensed healthcare provider. For other than a spouse, the District may
14 require the employee to furnish additional evidence that no alternative to employee’s absence is
15 practicable.

16
17 Serious health condition means an illness, injury, impairment, or physical or mental condition
18 that involves any period of incapacity or treatment connected with inpatient care in a hospital
19 and the like. It also includes the period of incapacity or subsequent treatment or recovery in
20 connection with the inpatient care as long as it includes any period of inability to work, attend
21 school, or perform other regular daily activities.

22
23 Emergency condition means a health condition that is a sudden, generally unexpected
24 occurrence related to health that demands immediate action, and is very short term in nature.

25
26 **Section 9.1.2.**

27 For any absence of five (5) or more consecutive workdays, certification must be made by a
28 licensed healthcare provider that the absence was medically necessary. Certification must be
29 renewed every twenty (20) workdays of absence per year beginning September 1, unless other
30 arrangements are approved by the Human Resources Department.

31
32 **Section 9.1.3.**

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

35
36 **Section 9.1.4.**

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

39
40 **Section 9.1.5. Sick Leave Buy Back.**

41 The Attendance Incentive Program shall be as follows:

- 42
43 1. In January, any eligible employee may exercise an option to receive remuneration for
44 unused leave for illness or injury accumulated in the previous year at a rate equal to one
45 day's monetary compensation of the employee for each four (4) full days of accrued leave
46 for illness or injury in excess of sixty (60) days. Leave for illness or injury for which
47 compensation has been received shall be deducted from accrued leave for illness or injury
48 at the rate of four (4) days for every one day's monetary compensation; PROVIDED, that

1 no employee may receive compensation under this section for any portion of leave for
2 illness or injury accumulated at a rate in excess of one day per month.

- 3
4 2. At the time of separation from school district employment due to retirement or death, an
5 eligible employee or the employee's estate shall receive remuneration at a rate equal to one
6 day's current monetary compensation of the employee for each four (4) days accrued leave
7 for illness or injury. No more than 180 sick leave days shall be eligible for conversion. Any
8 such conversion shall be subject to the terms and limitations of applicable statutes and
9 regulations.

10
11 **Section 9.1.5.1. VEBA.**

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

15
16 **Section 9.1.6.**

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

21
22 **Section 9.1.7.**

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

26
27 **Section 9.1.8.**

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

32
33 **Section 9.1.9.**

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

38
39 **Section 9.1.10.**

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

45
46 **Section 9.2. Health Leave.**

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

1 **Section 9.2.1.**

2 The District may require certification by a practicing physician, dentist, or other person
3 licensed to perform customary health services that the health reason is valid and may also
4 require that the employee present written permission by the physician, dentist, or other person
5 licensed to perform customary health services before returning to active service.
6

7 **Section 9.2.2.**

8 Application for such leave shall be made in writing to the Human Resources Department.
9

10 **Section 9.2.3.**

11 Any employee returning from health leave shall be assigned to the same position, or, if not
12 available, at least an equivalent position. Such employee shall retain all rights, seniority, and
13 benefits commonly afforded employees on leave without pay.
14

15 **Section 9.3. Maternity/Parental Leave.**

16 Maternity/parental leaves of absence will be granted as follows:
17

18 **Section 9.3.1.**

19 An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12)
20 weeks, which may be extended by the District up to one year, to begin at any time between the
21 commencement of her pregnancy and one year after a child is born to her. Said employee shall
22 notify the Human Resources Department in writing of her desire to take such leave, and except
23 in case of emergency, shall give such notice at least thirty (30) calendar days prior to the date
24 on which her leave is to begin. She shall include with such notice a physician's statement
25 certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
26 An employee who is pregnant may continue in active employment as late into her pregnancy as
27 she desires, unless her immediate supervisor determines she is unable to properly perform her
28 required duties.
29

30 **Section 9.3.2.**

31 All or any portion of a leave taken by an employee because of a medical disability may, at the
32 employee's option, be charged to her available sick leave for the period the employee's personal
33 physician certifies in writing that the employee is disabled due to childbearing.
34

35 **Section 9.3.3.**

36 A male employee will be granted parental leave without pay to a maximum of twelve (12)
37 weeks, which may be extended by the District up to one year, to begin at any time between the
38 birth of a child to his wife and one year thereafter. Said employee shall request, in writing, to
39 Human Resources, his desire to take such leave at least thirty (30) calendar days prior to the
40 date on which such leave is requested to begin.
41

42 **Section 9.3.4.**

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

1 **Section 9.3.5. Re-employment Rights.**

2 Assignment upon return from maternity/parental leave shall be guaranteed and shall be into the
3 employee's former position if available, or if not available, at least an equivalent position. Such
4 employee shall retain all rights, seniority and benefits commonly afforded employees on leave
5 without pay.
6

7 **Section 9.3.6. Early Return From Leave.**

8 An employee who has been granted maternity/parental leave and desires to return to service
9 during the period of the leave may return at a time mutually agreed to by the employee and the
10 Superintendent or his designee.
11

12 **Section 9.4. Bereavement Leave.**

13 Five (5) workdays bereavement leave may be granted for each death in the immediate family.
14

15 **Section 9.4.1.**

16 The immediate family shall be defined as son, daughter, spouse, father, mother, brother, sister,
17 and domestic partner.
18

19 **Section 9.4.2.**

20 One day of bereavement leave may be granted, by Human Resources, for each death of an aunt,
21 uncle, niece, nephew, cousin, or fiancé(e).
22

23 **Section 9.4.3.**

24 Three (3) days bereavement leave may be granted for the death of an employee's father-in-law,
25 mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents,
26 grandparents-in-law, or grandchildren. An additional two (2) days for bereavement purposes
27 may be granted by Human Resources when long distances or complicated factors are involved.
28

29 **Section 9.4.4.**

30 Bereavement leave shall not accumulate from year to year.
31

32 **Section 9.5. Jury Duty/Witness Leave.**

33 Leaves of absence with pay shall be granted for jury duty or when an employee is subpoenaed as a
34 witness in a court proceeding. The employee shall notify the District when notification to serve is
35 received. Leave will be consistent with District policy and procedure.
36

37 **Section 9.6. Discretionary Leave.**

38 **Section 9.6.1. Employee Discretionary.**

39 A regular employee may use one (1) day of employee discretionary leave (EDL) with pay per
40 year for situations that require absence during working hours to transact or attend to personal or
41 legal business or family matters. Employees may request an EDL day on a first-come, first-
42 served basis, provided that:
43
44

- 45 a. One employee per day will be guaranteed such leave for any given day.
- 46 b. The employee must give notice to the District identifying the absence as Employee
47 Discretionary Leave and sign up on the EDL calendar at least two (2) workdays in advance

1 the date requested. In unusual circumstances, this advance notification requirement may be
2 waived by the employee's immediate supervisor.

3
4 c. Employee discretionary leave will not be granted on the workday directly before or the
5 workday directly after holidays, school breaks, workshop days or the first or last day of the
6 school term, unless the reason for the absence is as follows:

- 7 1. May be used in situations suddenly precipitated or situations of such a nature that
8 preplanning or rescheduling is not possible or such that preplanning or rescheduling
9 could not eliminate the need for such leave. Shall not be applicable for conducting
10 business or personal affairs that can be scheduled outside the regular working hours
11 or conducting business or resolving problems that deal with an income producing
12 business. Some examples of situations that qualify are illness in the immediate
13 family as defined in Article IX, Section 9.4.1; pre-adoptive leave; birth of an
14 employee's child; funerals not covered by bereavement leave; failure of a public
15 transportation carrier to meet a regularly scheduled operation; and educationally
16 significant events that involve the employee or student within an employee's care,
17 e.g., graduation.

18
19 **Section 9.6.2.**

20 Discretionary leave shall not be applicable in cases of self-determined hazardous road
21 conditions when the employer determines that school shall be held. Discretionary leave shall
22 not be accumulative, except for up to one (1) day which can be carried forward into the
23 following year.

24
25 **Section 9.6.3.**

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

29
30 **Section 9.6.4. Employee Discretionary Roll Over.**

31 An employee may elect to roll forward up to one (1) day of unused EDL into the next academic
32 year. "One (1) day" for purposes of carry-forward shall be based on the employee's regular
33 hours as authorized on May 1, 2014 and each work year thereafter. Should the employee wish
34 to roll up to one (1) day forward instead of cashing it out or using it, the employee will fill out
35 the online request by the deadline in May of each year. It is the responsibility of the employee
36 to timely fill out the online request form. If carried forward, such time must be used or it will
37 be lost. The carry-forward time is not eligible for cash out.

38
39 **Section 9.6.5. Employee Discretionary Leave Incentive.**

40 An employee shall receive remuneration for unused employee discretionary leave as of June 30
41 annually. Remuneration shall be made at one-half (1/2) of one (1) day's monetary compensation
42 of the employee for each unused day. The employee discretionary leave balance shall be
43 reduced by one day. Payment shall be made on the September pay warrant. An employee must
44 be a current employee at the time such payment is to be made. An employee may use EDL days
45 without impacting the attendance incentive.

1 **Section 9.7. Military Leave.**

2 The District will comply with current federal and state statutes. While on military leave, sick leave and
3 EDL shall not be lost, but shall not accrue. Seniority and longevity shall not be lost and shall accrue.
4

5 **Section 9.8. Attendance At Workshops.**

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

11 **Section 9.8.1.**

12 It is further provided that the above shall not be construed as limiting attendance at such
13 workshops, when in the option of the Superintendent, it is deemed to be to the advantage of the
14 District for more members of the staff to attend.
15

16 **Section 9.9. Other Leaves.**

17 **Section 9.9.1. Attendance At The Legislature.**

18 Any public employee who represents fifty percent (50%) or more of a bargaining unit, or who
19 represents on a statewide basis a group of five (5) or more bargaining units, shall have the right
20 to be absent from employment without pay and without suffering any discrimination in future
21 employment and without losing benefits incident to employment while representing the
22 bargaining unit at the legislature of the State of Washington during any regular or extraordinary
23 session there;
24

25
26 PROVIDED, that such employee is replaced by the bargaining unit with an employee who shall
27 be paid by the District and who shall be qualified to perform the duties and obligations of the
28 absent member in accordance with the rules of the civil service or other standards established
29 by the District for such absent employee. (Reference RCW 41.56.220)
30

31 **Section 9.9.2.**

32 Absences for reasons other than illness may be granted by the District for reasons other than
33 those previously stated in this article. Such additional leaves shall normally be without pay,
34 with salary to be deducted at the rate of one day's salary for each day's absence.
35

36 **Section 9.9.3.**

37 An employee shall be granted leave without pay up to a 12-week maximum for the purpose of
38 caring for a terminally ill child under the age of eighteen (18).
39

40 **Section 9.9.3.1.**

41 If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in
42 advance.
43

44 **Section 9.9.3.2.**

45 Any employee returning from such leave shall be assigned to the same position held at
46 the time the leave commenced, or if that position is no longer available, the employee
47 shall be assigned to an equivalent position if possible.
48

1 **Section 9.10. Leave Sharing.**

2 A leave sharing program designed to assist employees who are facing severe, extraordinary, or life
3 threatening illness or injury will be maintained during the term of this Agreement. The Association
4 shall be consulted as to any changes being considered to the program.

5
6 **Section 9.11. Attendance Incentive Program.**

7
8 **Section 9.11.1.**

9 An employee must work a minimum of two (2) hours per day in a regular position to be eligible
10 for this program. To be eligible for this award, the employee must be a current employee at the
11 commencement and conclusion of the award period (however, employees who satisfy these
12 requirements but the awards are delayed for administrative reasons shall be considered as
13 current employees, e.g., employees who retire or resign and have completed their calendar
14 year). The award shall not be available to those employees whose separation of employment
15 was for disciplinary or related reasons.

16
17 **Section 9.11.2.**

18 For the period from September 1 through January 31, any employee who is not absent from
19 work for any time for sick leave or leave without pay, except for industrial injury, industrial
20 illness absence, or use of Employee Discretionary Leave (EDL), shall receive an award in
21 accordance with the table in 9.11.5 below. Payment shall be made on the February pay warrant.

22
23 **Section 9.11.3.**

24 For the period from February 1 through June 30, any employee who is not absent from work for
25 any time for sick leave or leave without pay, except for industrial injury, industrial illness
26 absence, or use of Employee Discretionary Leave (EDL) shall receive an award in accordance
27 with the table in 9.11.5 below. Payment shall be made on the July pay warrant.

28
29 **Section 9.11.4.**

30 Any employee who fulfills the requirements of Section 9.11.2 and Section 9.11.3 shall be
31 awarded a third award in accordance with the table in 9.11.5 below. Payment shall also be
32 made on the July pay warrant.

33
34 **Section 9.11.5. Attendance Incentive Award Table.**

35	0-1.9 hrs --- \$0
36	2-4.9 hrs --- \$100
37	5-8.0 hrs --- \$135

38
39 **Section 9.12.**

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

43
44 **Section 9.13. Family and Medical Leave.**

45 In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave
46 provisions in the Agreement, every employee shall have the right to take up to a combined total of
47 twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year
48 of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health

1 condition of an employee's spouse, child, or parent; and (4) the employee's own serious health
2 condition. When medically necessary, leave may be taken intermittently or on a reduced leave
3 schedule (a leave schedule which reduces the number of hours per workday). The taking of leave
4 intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the
5 employee is entitled.

6
7 An employee shall be eligible to use the provisions of this section if the employee was employed or
8 compensated for 1,250 hours or more during the immediately previous school year.

9
10 A "serious health condition" means an illness, injury, impairment, or physical or mental condition that
11 involves continuing treatment by a healthcare provider or inpatient care in a hospital, hospice, or
12 residential medical care facility. A "parent" means a biological parent or de facto parent. A "child"
13 means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in
14 loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-
15 care because of a mental or physical disability.

16
17 While an employee is on Family and Medical Leave, the District and the employee shall continue to
18 make their respective contributions to the employee's benefit so that the employee shall continue to
19 receive benefits just as if the employee were not on leave.

20
21 When foreseeable, the employee must provide 30 days notice of the date when the leave is to begin,
22 unless circumstances dictate otherwise, in which case the employee shall provide such notice as is
23 practical.

24
25 The District may require the employee to provide certification from employee's healthcare provider, or
26 a family member's healthcare provider as to: (1) the date that the condition commenced, (2) the
27 duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform the
28 employee's job functions. Upon return to work, the District may require the employee to provide
29 certification from the employee's healthcare provider that the employee is able to resume work.

30
31 The employee shall return to the position held when the leave commenced, or an equivalent position if
32 the original position no longer exists.

33
34 **Section 9.14. Leave Without Pay.**

35 Leave without pay may be granted at the discretion of the District after all other applicable leave has
36 been utilized. It is understood that written application for this leave shall be submitted to the employer
37 (including travel plans, ticket purchases, etc.) prior to any commitment being made by the employee.
38 Employer approval or denial of this request will be based on "compelling need" of the employee and
39 all cases will be determined on an individual basis. Leave without pay for more than two (2)
40 consecutive days must be approved by Human Resources. Employees may appeal denial to the
41 Director of Nutrition Services and Human Resources.

42
43 **ARTICLE X**
44 **EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES**

45
46 **Section 10.1. Seniority.**

47 The seniority of an employee within the bargaining unit shall be established as of the date on which the
48 employee began continuous daily employment; provided, however, that new employees with prior

1 experience in a Washington State public school district shall have longevity applied and adjusted in
2 accordance with RCW 28A.58.099, as amended. In case of duplicate hire-in dates, a drawing of names
3 shall be conducted to establish seniority.

4
5 **Section 10.2. Probationary Period.**

6 All new employees within the jurisdiction of this Agreement shall be on probation for ninety calendar
7 days exclusive of holidays and vacation. During this time, grievance procedures relating to termination
8 are waived. An employee who is selected for a higher level position will be subject to a 20 workday
9 probationary period. If during this time the employee does not meet required performance standards,
10 the employee shall be reassigned to the position formerly held, if still available, or to a position of
11 equal responsibility and pay. During this period the employee may also request to return to the former
12 position, if still available.

13
14 **Section 10.3. Job Vacancies.**

15 To promote the opportunity for advancement within the District, the District shall publicize within the
16 District during the school year any job vacancies that become available. Positions shall be filled in a
17 reasonable time after the closing date of the posting pursuant to a mutually agreed upon process
18 memorialized in a letter of agreement. During the summer months, open vacancies will be published at
19 the summer workshop. Selection from qualified applicants pursuant to the mutually agreed upon
20 process will be determined after giving due consideration to requests for lateral transfers (lateral
21 transfer is defined as same hours per day; same job to include student grade levels, e.g., elementary,
22 secondary, central kitchen; and same pay), and Section 10.3.1.1. Employees wishing to be considered
23 for lateral transfer must indicate their interest by completing a "Lateral Transfer Request Form"
24 available at the FNS Office before the closing date of the open position. However, it shall not be
25 necessary to advertise temporary or leave replacement positions.

26
27 The Association shall be notified of the name of the assigned new employee.

28
29 **Section 10.3.1.**

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

36
37 **Section 10.3.1.1.**

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

45
46 **Section 10.3.1.2.**

47 An employee who is not successful for a position may make an appointment with
48 Human Resources and/or the department manager for the purpose of reviewing the

1 person's application and interview by making such appointment within ten (10) work
2 days of notification that the position was filled. The discussion shall be limited to that
3 person's candidacy.
4

5 **Section 10.3.1.3.**

6 In the event an employee(s) requests a lateral transfer, the same selection committee
7 formed to select from the entire list of applicants shall first meet and consider the
8 employee(s) who requested a lateral transfer. The committee shall deliberate pursuant to
9 Section 10.3.1.1. Should the committee determine that a lateral transfer request(s) will
10 not be accepted, the committee shall then consider all applicants (including lateral
11 transfer requests) pursuant to Section 10.3.1.1.
12

13 **Section 10.3.1.4.**

14 For vacancies of 2.5 hours or less, the selection process shall be waived at the discretion
15 of the selection committee.
16

17 **Section 10.4. Annual Employment Notification.**

18 Any employee not notified by June 15 of each year shall be considered automatically rehired into the
19 ensuing school year subject to availability of funds, continuation of program, and position.
20

21 **Section 10.5.**

22 Employees rehired will retain the same hourly rate of pay as specified by previous contract until
23 negotiations are completed on a new contract, at which time the new rate of pay will become
24 retroactive to the execution date of the contract unless otherwise provided.
25

26 **Section 10.6. Criteria for Determining Retention of Staff Due to Financial Loss.**

27 The term "lay-off" shall mean termination of employment or significant reduction of hours (defined as
28 one (1) hour or benefit loss) for other than disciplinary reasons. Such reasons may include change of
29 program or financial necessity.
30

31 **Section 10.6.1.**

32 In the event a lay-off situation may occur, the District shall present the Association a seniority
33 list by pay level at least thirty (30) calendar days prior to first lay-off, unless an emergency
34 exists.
35

36 **Section 10.6.2.**

37 Based on ability and performance, the employee with the earliest seniority date shall have
38 preferential rights, regarding lay-offs. Ability and performance shall be determined by the
39 following in order of priority: pay level, known skills, and evaluation. The District will
40 determine questions of equal qualifications.
41

42 **Section 10.6.3.**

43 Employees shall be allowed to move into positions held by the least senior employees within
44 the pay level. Employees who may be moved out of their pay level shall be allowed to move
45 into positions within "lower" pay levels based on 10.6.2.; provided, however, that no employee
46 shall be allowed to move into a higher pay level.
47

1 **Section 10.6.4.**

2 The above section shall not supersede the right of management to hire applicants outside the
3 District when there are no longer any employees in the bargaining unit or recall pool who
4 possess the training and/or experience for the position or possess skills required for the
5 available position.
6

7 **Section 10.7. Reemployment Rights.**

8 All employees who are not recommended for retention in accordance with these procedures shall be
9 terminated from employment and placed in an employment pool, based on their seniority, for possible
10 reemployment for a period of one (1) year. Employment pool personnel, based on their seniority, will
11 be given the opportunity to fill open positions until such time that the employment pool is depleted or
12 there are no candidates qualified in the pool for any particular open position.
13

14 **Section 10.7.1.**

15 Personnel will be considered for rehire based on previous training and/or experience or
16 possession of the skills required for the position. If the next employee in line for rehire is not
17 qualified for the open position, then the employee shall retain the right to remain in the
18 employment pool. However, if an employee rejects a position after being offered the position
19 and the employee is qualified for the position, further right to employment from the
20 employment pool shall terminate.
21

22 **Section 10.7.2.**

23 It shall be the responsibility of each employee to notify the Human Resources Department in
24 writing by October 1 and February 1 if such employee wishes to remain in the employment
25 pool. If such notification is not received prior to these dates, the name of any such employee
26 shall be dropped from the employment pool.
27

28 **Section 10.7.3.**

29 When a vacancy occurs for which the District offers employment to an employee from the
30 pool, notification from the school district to such an individual will be by certified mail or by
31 personal delivery. Such individual will have seven (7) calendar days from receipt of the letter to
32 accept the position. A copy of such letter(s) shall be forwarded to the Association.
33

34 **Section 10.8.**

35 Employees who are laid off shall retain seniority and retirement benefits in addition to payment for any
36 accrued vacation days.
37

38 **Section 10.9.**

39 Those employees who are designated to be laid off shall receive a lay-off slip at least fifteen (15)
40 calendar days prior to lay-off (unless an emergency exists in which case the District will meet with the
41 Association as soon as reasonably possible), containing the following information: name, position, date
42 of hire, reason(s) for lay-off, eligible benefits, and a copy of seniority list by pay level.
43
44
45
46
47
48

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 Association representative of his/her choice. If the Association 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 Association representative. The District will inform the employee if known a meeting might result in disciplinary action prior to such meeting. The Association 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 Association 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. Discharge, Involuntary Termination of Employment.

Section 11.4.1.

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 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.

Section 11.4.2.

This section shall apply to cases not covered by 11.4.1 above:

Section 11.4.2.1.

Where charges are of a serious nature, as determined by the District, the District shall have the authority to suspend an employee without pay for a period of up to fifteen (15) calendar days pending investigation of the charges. The employee shall be entitled to receive a written statement of reasons for the suspension. Holidays and vacations shall not be included in the fifteen (15) calendar days.

Section 11.4.2.2.

In the event the charges against the employee are sustained, the employee is considered discharged as of the date of suspension without further compensation. The employee shall be entitled to receive a written statement of reasons for the discharge. If written notice for a 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.

1
2 **Section 11.4.2.3.**

3 If the investigation completely clears the employee, the employee shall be reinstated
4 with salary retroactive to the date of suspension.
5

6 **Section 11.4.2.4.**

7 If the investigation finds the employee at fault, but does not warrant discharge, the
8 District may still take disciplinary action against the employee. In such event, the
9 employee shall be entitled to a written statement of the reasons for the discipline.
10

11 **Section 11.5. Resignations.**

12 The employee shall give fourteen (14) calendar days notice, in writing, of intent to resign. When it is
13 mutually agreed upon by the employee and the District, the fourteen (14) calendar days mandatory
14 notice may be waived.
15

16 **Section 11.6.**

17 Exit Interview. An employee who resigns may arrange an exit interview with the Human Resources
18 Department.
19

20 **ARTICLE XII**
21 **EMPLOYEE BENEFITS AND REIMBURSEMENTS**
22

23 **Section 12.1. Insurance Programs.**

24 The District shall provide payments toward premiums of approved District group insurance programs;
25 if the District payment does not cover the employee premiums, a payroll deduction will be made to
26 cover the excess premium.
27

28 All eligible employees, along with eligible dependents, will be required to participate in the District-
29 approved dental, vision, group term life, and group long-term disability insurance programs. Each
30 eligible employee will have the option of participating in a District-approved medical insurance
31 program, along with eligible dependents. These programs will be known as the "basic benefits"
32 programs.
33

34 "Optional benefits" are those District-approved insurance programs that individual employees may
35 select which include, but are not limited to, the following: individual salary, individual life, individual
36 accident, add-on group-term life, and add-on group-term disability.
37

38 **Section 12.1.1 Compliance with the Patient Protection and Affordable Care Act.**

39 Notwithstanding the other terms and provisions of Section 17.3 and its subsections, the District
40 reserves the right to reopen this agreement with respect to employee medical and prescription
41 insurance, or flexible spending accounts that it determines are warranted to: (1) comply with
42 the Patient Protection and Affordable Care Act as amended (PPACA) and any other federal or
43 state health care laws; (2) avoid having to pay, whether directly or indirectly, "Cadillac" taxes;
44 and (3) insure it is not subject to penalties or fees because employees are eligible to obtain
45 insurance through an insurance exchange.
46

1 **Section 12.2. Eligibility.**

2 An employee shall work a minimum of four (4) hours to be eligible to enroll in the approved insurance
3 programs. Enrollment in the required (mandatory) programs shall be automatic for any employee
4 working a minimum of four (4) hours per day.

5
6 **Section 12.3. Enrollment.**

7 New employees desiring coverage for basic benefits and/or optional benefits must enroll in the
8 insurance programs within thirty (30) calendar days of the date of hire into a position that qualifies
9 them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open
10 enrollment period for the District. Regular employees shall have the option to change or enroll in basic
11 benefits and/or optional benefits insurance programs during the open enrollment period specified by
12 the District (normally the month of September through the second Friday of October of each year).

13
14 **Section 12.4. District Insurance Premium Contribution.**

15 The District's insurance premium contributions per eligible employee (including eligible dependents)
16 will be based on the following table:

<u>Annual Hours Worked</u>	<u>Monthly District Contribution - % of full allocation</u>
741-840	54.9
841-940	61.8
941-1040	68.8
1041-1140	75.7
1141-1240	82.6
1241-1340	89.6
1341-2080	100.0

17
18
19
20
21
22
23
24
25
26
27 The district funds state determined retiree carve out amounts.

28
29 **Section 12.5. Insurance Pooling.**

30 The District shall pool unused District insurance premium contributions. Pool re-calculations shall
31 occur as often as necessary to ensure complete utilization of unused contributions. The District will
32 consult with the Association prior to establishing an artificial pool calculation for the months of
33 September and October.

34
35 **Section 12.6. Liability Insurance.**

36 Employees shall be covered by the District's liability insurance policies to the extent provided therein.
37

38 **Section 12.7. Workers' Compensation.**

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

43
44 **Section 12.8. Section 125 Plan.**

45 Employees may use the Section 125 Plan deductions they qualify for each year. The Association shall
46 be consulted as to any changes being considered to the plan.
47

1 **Section 12.9. Tax Shelter Program.**

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

5
6 **Section 12.10. Credit Unions.**

7 The District shall add to the existing list of payroll deductions, payments to the Washington School
8 Employee's Credit Union, when authorized by the individual employee.

9
10 **Section 12.11.**

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

14
15 **ARTICLE XIII**
16 **PROFESSIONAL TRAINING**

17
18 **Section 13.1.**

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

21
22 **Section 13.2.**

23 The District will make available a fund for the purpose of employee skill and job development. The
24 fund will be generated on the basis of the equivalent of five (5) work days, based on the individual
25 employee's daily hours as reported on the S-275 state report; provided, however, this will be adjusted
26 one time based upon an employee's daily hours on the 90th workday of the school year. The fund may
27 be used as jointly determined by the District and the Association, in order to involve staff in
28 implementing District goals related to educational excellence. Employees shall be paid at the
29 employee's regular rate for such time. This may include all certification related classes and approved
30 workshop offerings.

31
32 **Section 13.2.1.**

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

37
38 **Section 13.3.**

39 Upon completion of the District's Basic Food and Nutrition Services Program and Advanced Food and
40 Nutrition Services Program, the employee shall receive a one-time stipend of six hundred twenty
41 dollars (\$620.00) per program.

ARTICLE XIV
ASSOCIATION MEMBERSHIP

Section 14.1.

All employees covered by this Agreement who are or become members of the Association in good standing following the effective date of this Agreement shall, as a condition of their employment, remain members of the Association during the period of this Agreement.

Section 14.2.

Current employees who are nonmembers of the Association as of the effective date of this Agreement, and who do not wish to become members, 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, within twenty (20) calendar days following the effective date of this Agreement.

Section 14.3.

All employees hired subsequent to the date of execution of this Agreement, or its effective date, whichever is later, shall as a condition of employment, become members effective with the employee's first pay warrant and maintain their membership obligation for the duration of this Agreement.

Section 14.3.1.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of, the membership requirements of the previous sections in this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution toward the administration of the Agreement in an amount equal to the status they are claiming, agency fee payer or objector. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 14.4.

Any employee wishing to withdraw from the Association shall send a signed withdrawal letter to the Public School Employees of Washington (P. O. Box 798, Auburn, Washington, 98071) postmarked during the final three (3) workdays of this Agreement. The employee must also send a copy to the District Human Resources Department and a copy to the Association president.

Section 14.5.

The District shall deduct Association 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. A copy of the payroll deduction authorization shall be maintained by the Payroll Department. No deduction shall be made which is prohibited by applicable law.

Section 14.6.

Any payment of dues shall be subject to the provisions of RCW 41.56.122 relating to objections based upon bona fide religious tenets.

1 **Section 14.7.**

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

8
9 **Section 14.7.1.**

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

13
14 **Section 14.8.**

15 The Association shall indemnify the District against any and all claims, demands, suits, or other forms
16 of liability that shall arise out of or by reason of action taken or not taken by the District for the
17 purposes of complying with any of the provisions of this Article.

18
19
20 **ARTICLE XV**
21 **GRIEVANCE PROCEDURE**
22

23 **Section 15.1.**

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

29
30 **Section 15.2.**

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

34
35 **Section 15.3.**

36 A grievance shall be defined as a claim by an employee that there has been a violation,
37 misinterpretation, or misapplication of a specific provision of this Agreement, which claim deals with
38 the interpretation or application of the specific terms of this Agreement.

39
40 **Section 15.3.1. (Step One- Informal)**

41 Employees shall first discuss the grievance with the immediate supervisor. All grievances not
42 brought to the immediate supervisor in accordance with the preceding sentence within twenty-
43 one (21) calendar days of the occurrence of the grievance shall be invalid and subject to no
44 further processing.

45
46 **Section 15.4. (Step Two - Formal)**

47 If the grievance is not resolved to the employee's satisfaction in accordance with Step One, the
48 employee may submit a formal written grievance to the director of Nutrition Services, with a copy to

1 the Human Resources Department, within seven (7) calendar days of the Step One informal meeting.
2 The grievance will describe the facts upon which the grievance is based, the provision(s) of the
3 Agreement allegedly violated, and the remedy sought. The director of Nutrition Services or his
4 designee shall meet with the grievant and his/her union representative to discuss the grievance and
5 shall make a written response to the grievant, with a copy to the Association, within fourteen (14)
6 calendar days of the Step Two formal meeting.

7
8 **Section 15.5. (Step Three - Superintendent)**

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

13
14 **Section 15.6. (Step Four – Arbitration)**

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

19
20 **Section 15.6.1.**

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

23
24 **Section 15.6.2.**

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

27
28 **Section 15.6.3.**

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

32
33 **Section 15.6.4.**

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

37
38 **Section 15.7.**

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

42
43 **Section 15.8.**

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

1 **Section 15.9.**

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

3
4 **Section 15.10**

5 The grievance meetings shall take place whenever possible on school time. The employee shall not
6 discriminate against any individual employee or Association for taking action under this Article.
7
8

9
10 **ARTICLE XVI**
SALARIES AND EMPLOYEE COMPENSATION

11 **Section 16.1**

12 Base wages for employees subject to this Agreement, during the term of the Agreement are contained
13 in the KSFSA Salary and Longevity Schedule (Exhibit A) which is incorporated by reference herein.
14 Employees holding a valid School Nutrition Association certificate on September 30 of each year will
15 be paid the appropriate rate set forth in the KSFSA SNA Certified Salary and Longevity Schedule
16 (Exhibit A-1).
17

18 Effective September 1, 2015, the state determined COLA shall be added to all above wage rates.
19 Effective September 1, 2016, the state determined COLA shall be added to all wage rates.
20

21 **Section 16.2. Staff Trainer.**

22 Staff trainer rate will be equal to current District staff trainer rate. The staff trainer would be
23 responsible for planning, organizing, and carrying out the teaching of staff development programs for
24 the District. The staff trainer rate will apply only for off-hours training time, for clearly identifiable
25 training which is separate from the individual's current job description, and when the staff trainer
26 appointment and course outline have been approved by the District.
27

28 **Section 16.3. Other Provisions.**

29
30 **Section 16.3.1.**

31 Payments for daily substitutes, and long-term temporary employees shall be made in
32 accordance with the established practices of Payroll and Human Resources. The Association
33 shall be informed when changes are made by the District to the payment practices as specified
34 herein.
35

36 **Section 16.4. Potential Legislative Appropriation.**

37 In the event the state hereafter funds for the school year an additional percentage increase in annual
38 classified salaries, the state increase percentage will be applied to the salary schedule in the manner
39 and to the extent allowed by the state budget and any implementing regulations. Prior to
40 implementation of the pass through of the additional increase, the District will consult with the
41 Association. If the parties are unable to agree to the amount and mechanics for the pass through, the
42 subject of the pass through will be negotiated and the District's pass through commitment under this
43 section will be deemed null and void except as otherwise agreed in the subsequent negotiations.
44
45
46

1 **Section 16.5. Travel Allowances.**

2 An employee who is authorized to use his personal car on District business shall be compensated at the
3 rate as provided in District Policy No. 3362. The mileage shall be authorized and validated by the
4 employee's immediate supervisor. This shall include banking responsibilities, delivery services, and
5 when the employee is requested to drive from one location to another on District business.
6

7 **Section 16.6.**

8 In the event a dispute occurs over replacing a uniform top, said dispute shall be submitted to one
9 management and one union representative for a mutually agreed upon decision. Should these
10 representatives fail to agree, the dispute shall be submitted to the Joint Labor Management Liaison
11 Committee for final decision.
12

13 **ARTICLE XVII**
14 **TERM AND SEPARABILITY OF PROVISIONS**

15 **Section 17.1.**

16 The term of this Agreement shall be September 1, 2011 to August 31, 2017.
17

18 **Section 17.2.**

19 All provisions of this Agreement shall be applicable to the entire term of this Agreement
20 notwithstanding its execution date, except as provided in Section 17.3 below.
21

22 **Section 17.3.**

23 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
24 parties in writing.
25

26 **Section 17.3.1.**

27 During the above-specified re-opener period(s), Article XIX, Section 18.1, No Strike
28 Agreement, shall be inoperative as a contractual agreement, but such inoperative status shall
29 not be deemed a waiver of any other legal rights or obligations of the parties.
30

31 **Section 17.3.2.**

32 The parties agree to meet no later than October 1, 2014, to identify the responsibilities and
33 expectations for employees assigned as Lead Food Service Helpers in secondary schools. Such
34 responsibilities and expectations will be included in a position descriptions. Employees will be
35 assigned to these positions no later than January 1, 2015, and be paid at Level B, provided that
36 the parties have reached agreement on the responsibilities and expectations on or before
37 December 1, 2015.
38

39 **Section 17.3.3.**

40 The parties agree to reopen this Agreement by no later than April 15, 2015, for the limited
41 purpose of negotiating up to four (4) issues to identified by the District and up to four (4) issues
42 to be identified by the Union. Any changes to the Agreement negotiated as a result of this
43 limited reopener will be effective no earlier than September 1, 2015.
44

45 **Section 17.3.4.**

46 The parties agree to reopen this Agreement by no later than April 15, 2016, for the limited
47 purpose of negotiating up to four (4) issues to identified by the District and up to four (4) issues
48 to be identified by the Union. Any changes to the Agreement negotiated as a result of this
49 limited reopener will be effective no earlier than September 1, 2016.

1
2 **Section 17.4.**

3 If any provision of this Agreement or the application of any such provision is held invalid, the
4 remainder of this Agreement shall not be affected thereby.
5

6 **Section 17.5.**

7 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
8 state or federal statutes or regulations promulgated pursuant thereto.
9

10 **Section 17.6.**

11 In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement,
12 such provision shall be renegotiated pursuant to 17.3 herein.
13

14 **Section 17.7.**

15 The provisions of this Agreement are deemed to be separable to the extent that if any application is
16 found to be in conflict with an existing law, a court of competent jurisdiction, Attorney General
17 Opinion, or Auditor's Report, such decision shall not affect the validity of the remaining provisions of
18 this Agreement, but such remaining provisions shall continue in full force and effect; provided, further,
19 that in the event any provision or provisions are so declared to be in conflict, both parties shall meet
20 within thirty (30) calendar days for the purpose of renegotiations and agreement on the provision or
21 provisions so invalidated.
22

23 **Section 17.8.**

24 The District and the Association acknowledge that they have bargained with respect to all terms and
25 conditions of employment. The District and the Association acknowledge that their agreements are
26 fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of
27 employment is intended to be a waiver of the right to bargain with respect to the particular subject
28 during the term of this Agreement.
29

30 **ARTICLE XVIII**
31 **NO STRIKE AGREEMENT**

32 **Section 18.1.**

33 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association
34 regardless of whether an unfair labor practice is alleged. The District shall not lock out employees
35 covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur,
36 the Association shall immediately instruct its members to return to work. If the employees do not
37 resume work as required by the Agreement immediately upon being so instructed, they shall be subject
38 to discipline, including discharge.
39

40 **Section 18.2.**

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

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PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU Local 1948

KENT SCHOOL FOOD SERVICE
ASSOCIATION (KSFSA)

KENT SCHOOL DISTRICT #415

BY: _____
Sandra Russell, President Date

BY: _____
Debra Hillary, Director Date
Labor and Employee Relations

BY: _____
Theresa Allen, Vice-President Date

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EXHIBIT A

KSFSA Base Salary and Longevity Schedule Effective September 1, 2014
(for employees not holding a valid School Nutrition Association certification on September 30th)

Years of Service Completed by September 1, 2014

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
	<i>0-1</i>	<i>2-4</i>	<i>5-9</i>	<i>10-14</i>	<i>15-19</i>	<i>20 or more</i>
Level A: Food Service Helper	12.84	12.94	13.24	13.59	13.84	14.34
Level B: Elementary Kitchen Managers	13.75	13.85	14.15	14.50	14.75	15.25
Level C: Asst. Cook/Baker Asst. Packaging Line Lead Asst. Salad/Catering Lead Asst. Lead Shipper	14.66	14.76	15.06	15.41	15.66	16.16
Level D: Packing Line Lead Lead Cook/Baker Salad/Catering Lead Secondary Kitchen Coordinator Lead Shipper	16.95	17.05	17.35	17.70	17.95	18.45
7 8 Substitute	11.03					
9						
10						

EXHIBIT A-1

KSFSA SNA Certified Base Salary and Longevity Schedule Effective September 1, 2014
(for Employees holding a valid School Nutrition Association certificate on September 30th)

Years of Service Completed by September 1, 2014

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
	<i>0-1</i>	<i>2-4</i>	<i>5-9</i>	<i>10-14</i>	<i>15-19</i>	<i>20 or more</i>

Level A: Food Service Helper	13.14	13.24	13.54	13.89	14.14	14.64
Level B: Elementary Kitchen Managers	14.05	14.15	14.45	14.80	15.05	15.55
Level C: Asst. Cook/Baker Asst. Packaging Line Lead Asst. Salad/Catering Lead Asst. Lead Shipper	14.96	15.06	15.36	15.71	15.96	16.46
Level D: Packing Line Lead Lead Cook/Baker Salad/Catering Lead Secondary Kitchen Coordinator Lead Shipper	17.25	17.35	17.65	18.00	18.25	18.75

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Other Wage and Pay Provisions:

1. Field Assistant shall be compensated an additional \$0.50 per hour for all hours worked.
2. Employees required by the District to attend classes or training sessions beyond the employee's regular work shift, shall be paid at the employee's regular hourly wage rate unless overtime rates apply.
3. An employee whose work shift begins between 12:00 a.m. and 4:30 a.m. will receive an additional \$0.50 per hour. An employee who substitutes during this time period will receive an additional \$0.50 per hour on the first day of the assignment.
4. An employee whose work shift begins at or after 3:00 p.m. will receive an additional \$0.25 per hour. Should an employee begin a swing shift job on or before December 1 and continue through the duration of the school year, said employee will receive a stipend equivalent to \$0.25 per hour for every hour for which they were compensated in the swing shift job that school year.
5. New employees are required to obtain a Food Handler's Permit, on their own time and at their own expense, as a condition of employment. After hire, the cost of subsequent renewals of an employee's Food Handler's Permit will be reimbursed in the pay cycle following the date that the employee provides a receipt to Nutrition Services for the renewal fee paid by the employee.

EXHIBIT B
LETTER OF AGREEMENT

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THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENT SCHOOL FOOD SERVICE ASSOCIATION AND THE KENT SCHOOL DISTRICT #415. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

That the Kent Summer Nutrition Program shall be considered extra work and shall be subject to only the following terms and conditions of the KSFSA Collective Bargaining Agreement.

1. 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.
2. 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.
3. Assignment of work and leaves shall be subject to the attached Food Nutrition Services Summer Program Procedures.
4. This agreement may be implemented prior to September 1, 2011 by mutual agreement of both parties.

This Letter of Agreement shall become upon signature, shall remain in effect until August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU Local 1948

KENT SCHOOL FOOD SERVICE
ASSOCIATION (KSFSA)

KENT SCHOOL DISTRICT #415

BY: _____
Sandra Russell, President

BY: _____
Debra Hillary, Director
Labor and Employee Relations

BY: _____
Theresa Allen, Vice-President

DATE: _____

DATE: _____

FNS 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 and the availability of additional positions that exceed the number of returning staff.
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.