

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KENT SCHOOL DISTRICT #415

AND

KENT SCHOOL FOOD SERVICE ASSOCIATION # 720

SEPTEMBER 1, 2021 - AUGUST 31, 2023



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.

P R E A M B L E

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

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1. Exclusive Bargaining Representative.

The District hereby recognizes the Association 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 Association 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



1 paid according to the Salary Schedule at the appropriate pay level for the job they are filling
2 and shall be subject to all terms and conditions of this collective bargaining agreement
3 except Section 3.4, Section 9.2, 9.3, 9.8 (and their subsections), Article XI, and Sections
4 13.2 and 13.3. Should a long-term temporary assignment extend into the following year, the
5 situation shall be addressed and resolved jointly by the District and the Association.

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

15
16 **Section 1.3. Temporary Leave or Temporary Assignment.**

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

22
23 **Section 1.4. Holding Multiple Positions in District.**

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

35
36 **Section 1.5. Substitute Employees.**

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

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40
41
42 **ARTICLE II**

43
44 **RIGHTS OF THE EMPLOYER**

45
46 **Section 2.1.**

47 Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and negotiation
48 may be construed to be a delegation to others of the policy-making authority of the District, which
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Kent School Food Service Association #720
and Kent School District #415



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

9
10 **Section 2.1.1.**

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

13
14 **Section 2.1.2.**

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

17
18 **Section 2.2.**

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

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24 **ARTICLE III**

25
26 **RIGHTS OF THE EMPLOYEES**

27
28 **Section 3.1. Affirmation Action.**

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

31
32 **Section 3.2. Non-Discrimination.**

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

35
36 **Section 3.3. Non-Interference.**

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

40
41 **Section 3.4. Employee Evaluation.**

42
43 **Section 3.4.1.**

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

46
47 **Section 3.4.1.1.**

48 Employees performing at a level that would lead to an overall evaluation rating of

1 “unacceptable” or “needs improvement,” shall be so notified of their performance prior to
2 their annual evaluation. Employees shall be given direction and opportunity for
3 improvement prior to receiving their written evaluation. Employees who work at more than
4 one location shall be evaluated separately at each location.

5
6 **Section 3.4.2.**

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

9
10 **Section 3.4.3.**

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

18
19 **Section 3.5. Personnel Files.**

20
21 **Section 3.5.1.**

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

25
26 **Section 3.5.2.**

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

28
29 **Section 3.5.3.**

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

34
35 **Section 3.5.4.**

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

39
40 **Section 3.5.4.1.**

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

45
46 Letters of Direction retained in an employee's working file in Nutrition Services longer than
47 twelve (12) months, shall, at the employee's written request, be removed.

1 **Section 3.5.5.**

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

4
5 **Section 3.5.6.**

6 Employees, at their discretion, may add materials which they deem appropriate.
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9

10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

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14 **Section 4.1. Association Rights and Responsibility.**

15 The Association has the right and responsibility to represent the interests of all employees in the unit, to
16 present its views to the District on matters of concern, and to enter collective negotiations with the object of
17 reaching an agreement applicable to all employees within the unit, except that by such obligation, neither
18 party shall be compelled to agree to a proposal or be required to make a concession.
19

20 **Section 4.2. Delegation of Rights.**

21 The Association reserves and retains the right to delegate any Association right or duty contained herein to
22 appropriate officials of the Public School Employees of Washington.
23

24 **Section 4.3. Usage of Staff Mailboxes.**

25 The Association shall have access to the employee's mailbox. The Association agrees that it will not seek
26 to utilize the employee's mailbox for any material which is not in the best interests of the District or its
27 operations. The District shall not be responsible for any material placed in the employee's mailbox or its
28 loss.
29

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

31 The Association may use the District's internal mail distribution system and e-mail system for the
32 following purposes:
33

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

38
39 Any group communications other than the above shall require the prior approval of the director of
40 labor relations.
41

42 All communications shall follow Public Disclosure Commission regulations and District policy.
43 Any mass e-mails directed to the Association membership shall be copied to the director of labor
44 relations.
45

46 The Association agrees to indemnify and hold the District harmless for any and all costs which may
47 result from such use of the District's mail service or email by the Association.
48



1 **Section 4.4. Bulletin Boards.**

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

8
9 **Section 4.5. Orientation.**

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

13
14 **Section 4.6. Member Information.**

15 A list of all employees in the bargaining unit, their hours, and place of assignment will be furnished by the
16 Food Service Department in October and February. Names, hours and assignments of new hires and
17 transferred employees will be provided to union representatives within 10 days after the hire or transfer
18 date.

19
20 **Section 4.7. Representative Visitation.**

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

27
28 **Section 4.8. Attendance at Workshops.**

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

33
34 **Section 4.8.1.**

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

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41 **ARTICLE V**

42
43 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

44
45 **Section 5.1. Appropriate Matters.**

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

8 ASSOCIATION REPRESENTATION

9 **Section 6.1. Representation on Matters of Mutual Interest.**

10 The Association representatives shall represent the Association and employees in meeting with officials of
11 the District to discuss appropriate matters of mutual interest. They may receive and investigate to
12 conclusion complaints or grievances of employees, and thereafter advise employees of rights and
13 procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances
14 or complaints. They may not, however, continue to advise the employee on courses of action after the
15 employee has indicated a desire not to pursue a grievance. This does not, however, preclude the
16 Association's right to pursue the matter to conclusion. They may consult with the District on complaints
17 without a grievance being made by an individual employee. Association representatives may also meet
18 with the Superintendent upon request at a mutually agreed time.
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21

22 **Section 6.2. Permission to Leave Work.**

23 The designated Association representative, when leaving work as per Section 6.1, shall first obtain
24 permission from their immediate supervisor. The supervisor's permission in these instances will normally
25 be granted. The employee will report the employee's return to work to the employee's supervisor.
26

27 **Section 6.3. Labor Management Meetings.**

28 At least monthly, or at the written request of the District or the Association, labor-management meetings
29 shall be held to discuss issues of mutual interest to the parties, to resolve concerns regarding the
30 interpretation and implementation of the collective bargaining agreement, and to provide an opportunity for
31 the Association to provide feedback to the Superintendent on District operations and direction.
32

33 In no event can agreements reached in labor-management meetings abridge, add to, or subtract from the
34 collective bargaining agreement, provided, however, that the Association and the District may make such
35 agreements subject to ratification.
36

37 The Association may include up to four (4) employee representatives, exclusive of the chapter president
38 and field representative. The Superintendent, or designee, director of food and nutrition services and up to
39 three (3) additional members shall represent the District. Other resource personnel shall be available upon
40 request by either party.
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42 In order to ensure communications from the committee, agendas and minutes for meetings shall be taken
43 and distributed by the bargaining unit to each kitchen at each work site.
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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 Association 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 Association 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.

1 **Section 7.5. Compensatory Time.**

2 Compensatory time shall be administered in accordance with law.

3
4 **Section 7.6. Emergency Conditions.**

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

10
11 **Section 7.7. Filling in for a Higher Pay Level.**

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

20
21 **Section 7.7.1.**

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

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27 **ARTICLE VIII**

28
29 **HOLIDAYS**

30
31 **Section 8.1. Holidays.**

32
33 **Section 8.1.1.**

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

- | | | | | | |
|----|---------------------------|----|---------------------------------------|----|----|
| 35 | 36 | 37 | 38 | 39 | 40 |
| | 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 | | |

41
42 Any employee assigned to a secondary school that does not offer lunch on the Tuesday and
43 Wednesday before Thanksgiving will have the option to clean the kitchen or to fill in at another
44 location as needed for their regular lunch work hours. If an employee chooses not to work those
45 hours, they will be placed on leave without pay for this time. This will not affect the holiday pay for
46 Thanksgiving. In addition, if an employee chooses to take both days off in full as leave without pay,
47 this will not affect the holiday pay for Thanksgiving.



1 **Section 8.2.**

2 If one of the above days (holidays) falls on a weekend, the employee shall be given an equivalent day off
3 on a date mutually agreed upon by the District and the Association.
4

5 **Section 8.3. Worked Holidays.**

6 Work performed on a designated holiday will be paid at two and a half (2 1/2) times the employee's regular
7 rate of pay.
8

9 **Section 8.4.**

10 The hours for holiday pay shall be the authorized daily hours at the time of the holiday.
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14 **ARTICLE IX**

15 **LEAVES**
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18 **Section 9.1. Sick Leave.**

19 Each employee with the District shall be granted twelve (12) workdays of annual sick leave. For
20 employees commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall
21 be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the
22 employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount
23 will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick
24 leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick
25 leave days at the end of the school year, the excess 10 days will be lost as of August 31).
26

27 **Section 9.1.1. Usage of Sick Leave.**

28 (1) Personal illness:

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

- 31 (a) The employee's mental or physical illness, injury, or health condition; to accommodate
32 the employee's need for medical diagnosis, care, or treatment of a mental or physical
33 illness, injury, or health condition; or an employee's need for preventive medical care;
- 34 (b) Exposure of the employee to contagious disease when attendance at work would
35 jeopardize the health of others;
- 36 (c) Disability of the employee due to pregnancy or childbirth;
- 37 (d) When the employee's place of business has been closed by order of a public official
38 for any health-related reason, or when an employee's child's school or place of care
39 has been closed for such a reason.
40

41 (2) Illness of a family member:

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

- 46 • A child, including a biological, adopted, or foster child, stepchild, or a child to whom the
47 employee stands in loco parentis (legal responsibility of a person to take on some of the



1 functions and responsibilities of a parent), is a legal guardian, or is a de facto parent (a
2 person who has assumed the role of parent), regardless of age or dependency status;

- 3 • A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
4 employee or the employee's spouse or domestic partner, or a person who stood in loco
5 parentis when the employee was a minor child;
- 6 • A spouse;
- 7 • A domestic partner;
- 8 • A grandparent;
- 9 • A grandchild; or
- 10 • A sibling.

11
12 In addition, one (1) day may be used per year to attend to the protection of property due to an
13 emergency.

14
15 **Section 9.1.2. Certification of Illness.**

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

20
21 **Section 9.1.3. Transfer of Sick Leave Accumulation.**

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

24
25 **Section 9.1.4. Compensation for Sick Leave.**

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

28
29 **Section 9.1.5. Sick Leave Buy Back.**

30 The Attendance Incentive Program shall be as follows:

- 31
32 1. In January, any eligible employee may exercise an option to receive remuneration for unused
33 leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary
34 compensation of the employee for each four (4) full days of accrued leave for illness or injury in
35 excess of sixty (60) days. Leave for illness or injury for which compensation has been received
36 shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every
37 one day's monetary compensation; PROVIDED, that no employee may receive compensation
38 under this section for any portion of leave for illness or injury accumulated at a rate in excess of
39 one day per month.
- 40
41 2. At the time of separation from school district employment due to retirement or death, an eligible
42 employee or the employee's estate shall receive remuneration at a rate equal to one day's current
43 monetary compensation of the employee for each four (4) days accrued leave for illness or
44 injury. No more than 180 sick leave days shall be eligible for conversion. Any such conversion
45 shall be subject to the terms and limitations of applicable statutes and regulations.

1 **Section 9.1.5.1. VEBA.**

2 Each year, the Association shall conduct a meeting to determine if employees shall have the
3 right to VEBA accounts; such decision shall apply to all employees based on the annual vote
4 of the membership.
5

6 **Section 9.1.6.**

7 In the case of a strike or work stoppage by any association or union associated with the District, the
8 Board of Directors reserves the right to ask for a doctor's validation of illness, provided the Board
9 acts to give advance notice that this provision will be implemented during a specific time.
10

11 **Section 9.1.7.**

12 Experience credit for determining salary schedule placement and seniority shall be the same as the
13 experience credit the person would have received had such person not taken sick leave. Sick leave
14 shall not affect experience credit, salary schedule placement, or seniority.
15

16 **Section 9.1.8.**

17 Any employee returning from taking paid sick leave shall be assigned to the same position held at
18 the time the leave commenced, or if such leave extended from one school year into the subsequent
19 school year, or if that position is no longer available, such employee shall be assigned to an
20 equivalent position.
21

22 **Section 9.1.9. Emergency.**

23 An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond
24 the control of the employee which threatens the physical well-being or property of the employee or
25 his immediate family and is of such nature that preplanning is not possible or could not relieve the
26 necessity for the employee's absence.
27

28 **Section 9.1.10.**

29 As allowed by state law, employees may use sick leave for the illness of their minor child, under the
30 age of 18, which requires supervision or medical treatment. In the event of medical treatment, the
31 employee shall attach a record of such treatment from the attending physician. In the event of
32 required supervision, the employee shall provide a written explanation with the absence report
33 indicating the need for required supervision.
34

35 **Section 9.2. Health Leave.**

36 Employees who are unable to perform their duties because of health reasons may be granted a leave of
37 absence up to one (1) year without pay.
38

39 **Section 9.2.1.**

40 The District may require certification by a practicing physician, dentist, or other person licensed to
41 perform customary health services that the health reason is valid and may also require that the
42 employee present written permission by the physician, dentist, or other person licensed to perform
43 customary health services before returning to active service.
44

45 **Section 9.2.2.**

46 Application for such leave shall be made in writing to the Human Resources Department.
47
48

1 **Section 9.2.3.**

2 Any employee returning from health leave shall be assigned to the same position, or, if not
3 available, at least an equivalent position. Such employee shall retain all rights, seniority, and
4 benefits commonly afforded employees on leave without pay.
5

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

7 Maternity/parental leaves of absence will be granted as follows:
8

9 **Section 9.3.1.**

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

20 **Section 9.3.2.**

21 All or any portion of a leave taken by an employee because of a medical disability may, at the
22 employee's option, be charged to her available sick leave for the period the employee's personal
23 physician certifies in writing that the employee is disabled due to childbearing.
24

25 **Section 9.3.3.**

26 A male employee will be granted parental leave without pay to a maximum of twelve (12) weeks,
27 which may be extended by the District up to one year, to begin at any time between the birth of a
28 child to his wife and one year thereafter. Said employee shall request, in writing, to Human
29 Resources, his desire to take such leave at least thirty (30) calendar days prior to the date on which
30 such leave is requested to begin.
31

32 **Section 9.3.4.**

33 An employee adopting or receiving permanent custody of a child shall be granted an adoption leave
34 without pay for a period of up to twelve (12) weeks after de-facto custody. Such leave, upon
35 request, may be extended for a period of up to one (1) year. Adoption leave may commence earlier
36 if necessary in order to fulfill requirements for adoption. The employee shall request, in writing, to
37 Human Resources, leave at least sixty (60) days prior to the date on which such leave is requested to
38 begin.
39

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

41 Assignment upon return from maternity/parental leave shall be guaranteed and shall be into the
42 employee's former position if available, or if not available, at least an equivalent position. Such
43 employee shall retain all rights, seniority and benefits commonly afforded employees on leave
44 without pay.
45
46
47
48

1 **Section 9.3.6. Early Return from Leave.**

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

5
6 **Section 9.4. Bereavement Leave.**

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

8
9 **Section 9.4.1.**

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

13
14 **Section 9.4.2.**

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

17
18 **Section 9.4.3.**

19 Bereavement leave shall not accumulate from year to year.

20
21 **Section 9.5. Jury Duty/Witness Leave.**

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

25
26 **Section 9.6. Discretionary Leave.**

27
28 **Section 9.6.1. Employee Discretionary.**

29 A regular employee may use two (2) days of employee discretionary leave (EDL) with pay per year
30 for situations that require absence during working hours to transact or attend to personal or legal
31 business or family matters. Employees may request an EDL day on a first-come, first-served basis,
32 provided that:

- 33
34 a. One employee per day will be guaranteed such leave for any given day.
- 35 b. The employee must request Employee Discretionary Leave, either via email or by submitting
36 the absent report form, at least five (5) workdays in advance of the date requested. Within two
37 (2) days of receipt, the employee will receive written or verbal approval or denial of the request.
38 In unusual circumstances, this advance notification requirement may be waived by the
39 employee's immediate supervisor.
- 40 c. Employee discretionary leave will not be granted during the first two (2) weeks or the last two
41 (2) weeks of the school year, on the workday directly before or the workday directly after
42 holidays, school breaks, workshop days or the first or last day of the school term, unless the
43 reason for the absence is as follows:
- 44 1. May be used in situations suddenly precipitated or situations of such a nature that
45 preplanning or rescheduling is not possible or such that preplanning or rescheduling could
46 not eliminate the need for such leave. Shall not be applicable for conducting business or
47 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)



1 **Section 9.8.2. Unpaid Leave of Absence.**

2 An unpaid leave of absences (LOA) may be granted by the District. These absences may be granted
3 for up to one (1) year at the Employer’s discretion. An employee returning from an approved leave
4 of absence shall be assigned to the same position held at the time the leave commenced. If that
5 position is no longer available, such employee shall be assigned to an equivalent position if
6 possible.
7

8 **Section 9.8.3.**

9 An employee shall be granted leave without pay up to a 12-week maximum for the purpose of
10 caring for a terminally ill child under the age of eighteen (18).
11

12 **Section 9.8.3.1.**

13 If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in
14 advance.
15

16 **Section 9.8.3.2.**

17 Any employee returning from such leave shall be assigned to the same position held at the
18 time the leave commenced, or if that position is no longer available, the employee shall be
19 assigned to an equivalent position if possible.
20

21 **Section 9.9. Leave Sharing.**

22 A leave sharing program designed to assist employees who are facing severe, extraordinary, or life
23 threatening illness or injury will be maintained during the term of this Agreement. The Association shall be
24 consulted as to any changes being considered to the program.
25

26 **Section 9.10. Attendance Incentive Program.**

27 **Section 9.10.1.**

28 An employee must work a minimum of two (2) hours per day in a regular position to be eligible for
29 this program. To be eligible for this award, the employee must be a current employee at the
30 commencement and conclusion of the award period (however, employees who satisfy these
31 requirements but the awards are delayed for administrative reasons shall be considered as current
32 employees, e.g., employees who retire or resign and have completed their calendar year). The
33 award shall not be available to those employees whose separation of employment was for
34 disciplinary or related reasons.
35
36

37 **Section 9.10.2.**

38 For the period from September 1 through January 31, any employee who is not absent from work
39 for any time for sick leave or leave without pay, except for industrial injury, industrial illness
40 absence, or use of Employee Discretionary Leave (EDL), shall receive an award in accordance with
41 the table in 9.11.5 below. Payment shall be made on the February pay warrant.
42

43 **Section 9.10.3.**

44 For the period from February 1 through June 30, any employee who is not absent from work for any
45 time for sick leave or leave without pay, except for industrial injury, industrial illness absence, or
46 use of Employee Discretionary Leave (EDL) shall receive an award in accordance with the table in
47 9.11.5 below. Payment shall be made on the July pay warrant.
48



1 **Section 9.10.4.**

2 Any employee who fulfills the requirements of Section 9.10.2 and Section 9.10.3 shall be awarded a
3 third award in accordance with the table in 9.10.5 below. Payment shall also be made on the July
4 pay warrant.

5
6 **Section 9.10.5. Attendance Incentive Award Table.**

7 0-1.9 hrs --- \$0
8 2-4.9 hrs --- \$125
9 5-8.0 hrs --- \$160

10
11 **Section 9.11.**

12 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
13 to remain an active participant in fringe benefit programs, by contributing thereto the amount required, but
14 with no District contribution.

15
16 **Section 9.12. Family and Medical Leave.**

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

25
26 An employee shall be eligible to use the provisions of this section if the employee was employed or
27 compensated for 1250 hours or more during the immediately previous school year.

28
29 A "serious health condition" means an illness, injury, impairment, or physical or mental condition that
30 involves continuing treatment by a healthcare provider or inpatient care in a hospital, hospice, or residential
31 medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a
32 biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco
33 parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because
34 of a mental or physical disability.

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

38
39 When foreseeable, the employee must provide 30 days' notice of the date when the leave is to begin, unless
40 circumstances dictate otherwise, in which case the employee shall provide such notice as is practical.

41
42 The District may require the employee to provide certification from employee's healthcare provider, or a
43 family member's healthcare provider as to: (1) the date that the condition commenced, (2) the duration, (3)
44 the necessity for the employee's leave, and (4) the employee's inability to perform the employee's job
45 functions. Upon return to work, the District may require the employee to provide certification from the
46 employee's healthcare provider that the employee is able to resume work.

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

1
2 **Section 9.13. Leave Without Pay.**

3 Leave without pay may be granted at the discretion of the District after all other applicable leave has been
4 utilized. It is understood unpaid leave must be requested and approved before the employee makes any
5 personal commitments (including travel plans, ticket purchases, etc.) Employer approval or denial of this
6 request will be based on “compelling need” of the employee and consideration of program needs. Leave
7 without pay for more than two (2) consecutive days must be approved by Human Resources and may
8 require evidence of the reason constituting compelling need. Employees may appeal denial to the Director
9 of Nutrition Services and Human Resources. “Compelling need” is defined as:

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

18
19 **Section 9.14. Paid Family and Medical Leave Program.**

20 The District will comply with the provisions of Washington’s Paid Family and Medical Leave Program as
21 specified in Chapter 50A.04 RCW as it applies to members of the Association.
22
23
24

25 **ARTICLE X**

26 **EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES**

27
28
29 **Section 10.1. Seniority.**

30 The seniority of an employee within the bargaining unit shall be established as of the date on which the
31 employee began continuous daily employment.
32

33 **Section 10.1.1. Usage of Seniority.**

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

39 **Section 10.1.2. Seniority Tie Breaker.**

40 In case of duplicate hire in dates, the employee with the earliest sub hire date shall be the most
41 senior candidate.
42

43 **Section 10.2. Probationary Period.**

44
45 **Section 10.2.1. New Hires.**

46 All new employees within the jurisdiction of this Agreement shall be on probation for ninety
47

1 calendar days exclusive of holidays and vacation. During this time, grievance procedures relating
2 to termination are waived.

3
4 **Section 10.2.2. Current Employee in New Position.**

5 An employee who is selected for a higher level position will be subject to a 20 workday
6 probationary period. If during this time the employee does not meet required performance
7 standards, the employee shall be reassigned to the position formerly held, if still available, or to a
8 position of equal responsibility and pay. During this period the employee may also request to return
9 to the former position, if still available.

10
11 **Section 10.3. Job Vacancies.**

12 To promote the opportunity for advancement within the District, the District shall publicize within the
13 District during the school year any job vacancies that become available. Positions that become vacant
14 during the school year shall be posted and filled within twenty-five (25) work days after Human Resources
15 confirmation of the vacancy. Such timeline may, after discussion with KSFSA, be extended under
16 emergency circumstances. For positions that become vacant during the summer months, open vacancies
17 will be published as internal job openings online and announced at the summer workshop/August in-service
18 day. The Association and Nutrition Services management, including the Director, will meet prior to the
19 start of the school year, to make selection from qualified internal applicants pursuant to the mutually
20 agreed upon alternative placement process, which will give due consideration to requests for lateral
21 transfers (lateral transfer is defined as same hours per day; same job to include student grade levels, e.g.,
22 elementary, secondary, central kitchen; and same pay), and Section 10.3.1.1. Employees wishing to be
23 considered for lateral transfer must indicate their interest by completing an online internal applicant profile
24 and application before the closing date of the open position. However, it shall not be necessary to advertise
25 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 process.
32 Employees may indicate their interest by completing an on-line application in Human Resources.
33 The application must be completed by the closing date and time to warrant consideration. Those
34 employees then meeting the minimum qualifications listed in the vacancy announcement will be
35 considered for that position.

36
37 **Section 10.3.1.1.**

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

45
46 **Section 10.3.1.2. Bypass.**

47 If the District determines that seniority rights should not govern because a junior employee
48 or non-employee applicant possesses ability and performance substantially greater than a

1 senior employee or employees, the District shall set forth in writing to the senior
2 employee(s) and the Association president its reasons for the bypass.

3
4 **Section 10.3.1.3.**

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

10
11 **Section 10.3.1.4.**

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

18
19 **Section 10.3.1.5.**

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

22
23 **Section 10.4. Annual Employment Notification.**

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

26
27 **Section 10.5.**

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

31
32 **Section 10.6. Criteria for Determining Retention of Staff Due to Financial Loss or Lack of Work.**
33 **(Layoff).**

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

37
38 **Section 10.6.1.**

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

41
42 **Section 10.6.2.**

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

1 **Section 10.6.3.**

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

6 **Section 10.6.4. Reemployment Rights.**

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

13 **Section 10.6.5.**

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

20 **Section 10.6.6.**

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

26 **Section 10.6.7.**

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

32 **Section 10.6.8.**

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

36 **Section 10.6.9.**

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

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

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

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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 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. 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.



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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.



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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 Association, 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.

ARTICLE XIV

ASSOCIATION MEMBERSHIP

Section 14.1.

Upon the authorization by an employee in any manner that complies with RCW 41.56.110 and notification of this authorization by the Association, 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. No deduction shall be made which is prohibited by applicable law.

1 **Section 14.2.**

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

3
4 **Section 14.3.**

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

8
9 **Section 14.4.**

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

17
18 **Section 14.5.**

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

24
25 **Section 14.5.1.**

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

29
30 **Section 14.6.**

31 Voluntary Political Contributions. Any deductions for political contributions subject to RCW 42.17A.495
32 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and
33 be revocable by the employee at any time. The Association shall provide all employees annual notice of
34 their rights regarding payroll deductions for political contributions under WAC 390-17-110. Each year, the
35 Association shall send the District a list of the names of Association members who have authorized payroll
36 deductions.

37
38 **Section 14.7.**

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

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ARTICLE XV

GRIEVANCE PROCEDURE

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 Association to resolve an alleged grievance, as defined below.

Section 15.2.

The Association shall be notified by the District of any formal grievance of any employee in the bargaining unit. The Association 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 Association, 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 Association 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 Association for arbitration under their rules and within the following guidelines:

Collective Bargaining Agreement (2021-2023)
Kent School Food Service Association #720
and Kent School District #415



1
2 **Section 15.6.1.**

3 The arbitrator shall limit his/her decision strictly to disputes involving the application,
4 interpretation, or alleged violation of specific articles and/or section of this Agreement.
5

6 **Section 15.6.2.**

7 There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It
8 shall be final and binding on the Association, the employee(s) involved, and the District.
9

10 **Section 15.6.3.**

11 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other
12 expenses shall be borne by the party incurring them, and neither party shall be responsible for the
13 expenses of witnesses called by the other.
14

15 **Section 15.6.4.**

16 The fact that the grievance has been considered by parties in the preceding steps of the grievance
17 shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in
18 Subsection 15.6.1.
19

20 **Section 15.7.**

21 All documents, communications, and records dealing with the processing of a grievance, except the final
22 disposition, shall be removed from the individual's personnel file upon resolution of the grievance.
23

24 **Section 15.8.**

25 During the course of any investigation by the Association, the District shall cooperate with the Association
26 and furnish to it relevant and necessary information for the processing of the grievance, subject to legal
27 limitations.
28

29 **Section 15.9.**

30 The timelines may be extended by mutual agreement of the parties.
31

32 **Section 15.10.**

33 The grievance meetings shall take place whenever possible on school time. The District shall not
34 discriminate against any individual employee or the Association for taking action under this Article.
35
36
37

38 **ARTICLE XVI**

39 **SALARIES AND EMPLOYEE COMPENSATION**
40
41

42 **Section 16.1.**

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

47 As a result of the full contract reopener postponement for one year, effective/retroactive to September 1,
48 2020, wage rates referenced on the current 2020-2021 Exhibit A will be increased by fifteen percent (15%)



1 for all bargaining unit employees. The current 2020-2021 Exhibit A wage rates already include the one and
2 six-tenths percent (1.6%) state funded inflationary increase provided for in RCW 28A.400.205 for the
3 2020-2021 contract year. Exhibit A-1 will be adjusted accordingly.

4
5 Effective September 1, 2021, wage rates referenced on the revised 2020-2021 Exhibit A will be increased
6 by the state funded inflationary increase provided for in RCW.28A.400.205 or two percent (2%),
7 whichever is greater. Exhibit A-1 will be adjusted accordingly.

8
9 Effective September 1, 2022, wage rates referenced on the 2021-2022 Exhibit A will be increased by five
10 percent (5%) for all bargaining unit employees, plus any state funded inflationary increase provided for in
11 RCW 28A.400.205. Exhibit A-1 will be adjusted accordingly.

12 **Section 16.2. Staff Trainer.**

13
14 Staff trainer rate will be equal to current District staff trainer rate. The staff trainer would be responsible
15 for planning, organizing, and carrying out the teaching of staff development programs for the District. The
16 staff trainer rate will apply only for off-hours training time, for clearly identifiable training which is
17 separate from the individual's current job description, and when the staff trainer appointment and course
18 outline have been approved by the District.

19 **Section 16.3. Other Provisions.**

20 **Section 16.3.1.**

21
22 Payments for daily substitutes, short-term and long-term temporary employees shall be made in
23 accordance with the established practices of Payroll and Human Resources. The Association shall
24 be informed when changes are made by the District to the payment practices as specified herein.

25 **Section 16.3.2.**

26
27 A Level-A Food Service Worker may be identified as trained and responsible for regularly assisting
28 a Secondary Kitchen Manager in the daily performance of duties (as outlined in a Secondary Food
29 Services Worker-Lead job description.) A Food Service Worker so identified will be compensated
30 at Level B for all hours worked. This is a discretionary assignment and is not a position title on
31 Schedule A and A-1. Such an assignment may or may not exist in secondary schools depending on
32 the structure and method of service delivery. Any such assignment shall be at the recommendation
33 of the Kitchen Manager and approval of the Director of Nutrition Services.

34 **Section 16.3.3.**

35
36 Field Assistants can be used at any school. Field Assistants shall receive periodic training needed to
37 perform satisfactorily at any school level.

38 **Section 16.4. Potential Legislative Appropriation.**

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

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

6
7 Pursuant to District Board Policy 6540, an employee who is authorized to use his or her personal vehicle on
8 District business may request the District assume liability for the employee's insurance deductible in the
9 event of an accident. At the District's discretion and in alignment with the requirements of District Board
10 Policy 6540, the District may assume liability.

11
12 **Section 16.6.**

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

17
18 **Section 16.7. SNA Membership Reimbursement.**

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

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22
23
24 **ARTICLE XVII**

25 **TERM AND SEPARABILITY OF PROVISIONS**

26
27
28 **Section 17.1.**

29 The term of this Agreement shall be September 1, 2021 to August 31, 2024.

30
31 **Section 17.2.**

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

34
35 **Section 17.3.**

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

38
39 **Section 17.3.1.**

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

43
44 **Section 17.4.**

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



1 **Section 17.5.**

2 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or
3 federal statutes or regulations promulgated pursuant thereto.
4

5 **Section 17.6.**

6 In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement, such
7 provision shall be renegotiated pursuant to 17.3 herein.
8

9 **Section 17.7.**

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

17 **Section 17.8.**

18 The District and the Association acknowledge that they have bargained with respect to all terms and
19 conditions of employment. The District and the Association acknowledge that their agreements are fully
20 set forth herein, that the omission of any reference to any aspect of the terms and conditions of employment
21 is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this
22 Agreement.
23
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26 **ARTICLE XVIII**

27 **NO STRIKE AGREEMENT**
28
29

30 **Section 18.1.**

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

38 **Section 18.2.**

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

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

KENT SCHOOL FOOD SERVICE
ASSOCIATION (KSFSA)

KENT SCHOOL DISTRICT #415

BY: _____
Debbie Matthes, Chapter President

BY: _____
JoEllen Verdo, Assistant Director of Labor

DATE: _____

DATE: _____



EXHIBIT A

KENT KSFSA Base Salary and Longevity¹ Schedule Effective September 1, 2020

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

<i>Years of Service Completed by September 1, 2020</i>						
	Years 0-1	Years 2-4	Years 5-9	Years 10-14	Years 15-19	Years 20 +
<i>Level A:</i>						
Food Service Worker	\$17.86	\$17.96	\$18.26	\$18.61	\$18.86	\$19.36
<i>Level B:</i>						
Elementary Kitchen Manager	\$19.12	\$19.22	\$19.52	\$19.87	\$20.12	\$20.62
Secondary Lead Helper*						
(by assignment only)						
<i>Level B-1:</i>	\$19.62	\$19.72	\$20.02	\$20.37	\$20.62	\$21.12
Field Assistant (Level B+0.50)						
<i>Level C:</i>	\$20.38	\$20.48	\$20.78	\$21.13	\$21.38	\$21.88
Assistant Cook/Baker						
Assistant Packaging Line Lead						
Assistant Salad/Catering Lead						
Assistant Lead Shipper						
<i>Level D:</i>	\$23.55	\$23.65	\$23.95	\$24.30	\$24.55	\$25.05
Packing Line Lead						
Lead Cook/Baker						
Salad Catering Lead						
Secondary Kitchen Manager						
Lead Shipper						
<i>Substitute Rate:</i>	\$15.78					

¹ Employees shall be entitled to longevity steps as follows as of September 1 annually:

2-4 years: Add \$0.10/hr

5-9 years: Add \$0.40/hr

10-14 years: Add \$0.75/hr

15-19 years: Add \$1.00/hr

20+ years: Add \$1.50/hr

The above longevity rates are already reflected in the salary schedule above.



EXHIBIT A-1

KENT KSFSNA SNA Certified² Base Salary and Longevity³ Schedule Effective September 1, 2020
(for employees holding a valid School Nutrition Association certificate on September 30th)

Years of Service Completed by September 1, 2020						
	Years 0-1	Years 2-4	Years 5-9	Years 10-14	Years 15-19	Years 20 +
Level A:						
Food Service Worker	\$18.16	\$18.26	\$18.56	\$18.91	\$19.16	\$19.66
Level B:						
Elementary Kitchen Manager	\$19.42	\$19.52	\$19.82	\$20.17	\$20.42	\$20.92
Secondary Lead Helper* (by assignment only)						
Level B-1:	\$19.92	\$20.02	\$20.32	\$20.67	\$20.92	\$21.42
Field Assistant (Level B+0.50)						
Level C:	\$20.68	\$20.78	\$21.08	\$21.43	\$21.68	\$22.18
Assistant Cook/Baker						
Assistant Packaging Line Lead						
Assistant Salad/Catering Lead						
Assistant Lead Shipper						
Level D:	\$23.85	\$23.95	\$24.25	\$24.60	\$24.85	\$25.35
Packing Line Lead						
Lead Cook/Baker						
Salad Catering Lead						
Secondary Kitchen Manager						
Lead Shipper						

² Employees who have a School Nutrition Association certificate on September 30 of each year will receive an additional \$0.30 per compensated hour. 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.

³ Employees shall be entitled to longevity steps as follows as of September 1 annually:

- 2-4 years: Add \$0.10/hr
- 5-9 years: Add \$0.40/hr
- 10-14 years: Add \$0.75/hr
- 15-19 years: Add \$1.00/hr
- 20+ years: Add \$1.50/hr

The above longevity rates are already reflected in the salary schedule above.



EXHIBIT A

KSFSA Base Salary and Longevity⁴ Schedule Effective September 1, 2021 (for employees not holding a valid School Nutrition Association certification on September 30th)

<i>Years of Service Completed by September 1, 2021</i>						
	Years 0-1	Years 2-4	Years 5-9	Years 10-14	Years 15-19	Years 20 +
Level A:						
Food Service Worker	\$18.22	\$18.32	\$18.62	\$18.97	\$19.22	\$19.72
Level B:						
Elementary Kitchen Manager	\$19.50	\$19.60	\$19.90	\$20.25	\$20.50	\$21.00
Secondary Lead Helper* (by assignment only)						
Level B-1:						
Field Assistant (Level B+0.50)	\$20.00	\$20.10	\$20.40	\$20.75	\$21.00	\$21.50
Level C:						
Assistant Cook/Baker	\$20.79	\$20.89	\$21.19	\$21.54	\$21.79	\$22.29
Assistant Packaging Line Lead						
Assistant Salad/Catering Lead						
Assistant Lead Shipper						
Level D:						
Packing Line Lead	\$24.02	\$24.12	\$24.42	\$24.77	\$25.02	\$25.52
Lead Cook/Baker						
Salad Catering Lead						
Secondary Kitchen Manager						
Lead Shipper						
Substitute Rate:						
	\$16.10					

¹ Employees shall be entitled to longevity steps as follows as of September 1 annually:
 2-4 years: Add \$0.10/hr
 5-9 years: Add \$0.40/hr
 10-14 years: Add \$0.75/hr
 15-19 years: Add \$1.00/hr
 20+ years: Add \$1.50/hr
 The above longevity rates are already reflected in the salary schedule above.



EXHIBIT A-1

KSFSA SNA Certified⁵ Base Salary and Longevity⁶ Schedule Effective September 1, 2021
(for employees holding a valid School Nutrition Association certificate on September 30th)

<i>Years of Service Completed by September 1, 2021</i>						
	Years 0-1	Years 2-4	Years 5-9	Years 10-14	Years 15-19	Years 20 +
Level A:						
Food Service Worker	\$18.52	\$18.62	\$18.92	\$19.27	\$19.52	\$20.02
Level B:						
Elementary Kitchen Manager	\$19.80	\$19.90	\$20.20	\$20.55	\$20.80	\$21.30
Secondary Lead Helper*						
(by assignment only)						
Level B-1:	\$20.30	\$20.40	\$20.70	\$21.05	\$21.30	\$21.80
Field Assistant (Level B+0.50)						
Level C:	\$21.09	\$21.19	\$21.49	\$21.84	\$22.09	\$22.59
Assistant Cook/Baker						
Assistant Packaging Line Lead						
Assistant Salad/Catering Lead						
Assistant Lead Shipper						
Level D:	\$24.32	\$24.42	\$24.72	\$25.07	\$25.32	\$25.82
Packing Line Lead						
Lead Cook/Baker						
Salad Catering Lead						
Secondary Kitchen Manager						
Lead Shipper						

² Employees who have a School Nutrition Association certificate on September 30 of each year will receive an additional \$0.30 per compensated hour. 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.

³ Employees shall be entitled to longevity steps as follows as of September 1 annually:

2-4 years: Add \$0.10/hr

5-9 years: Add \$0.40/hr

10-14 years: Add \$0.75/hr

15-19 years: Add \$1.00/hr

20+ years: Add \$1.50/hr

The above longevity rates are already reflected in the salary schedule above.



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 KSFSFA 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 KSFSFA 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.

