

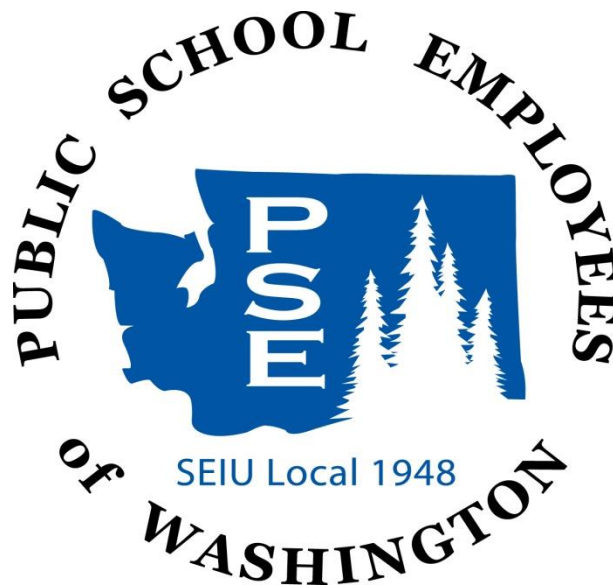
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**KENT SCHOOL DISTRICT #415**

AND

**KENT SCHOOL FOOD SERVICE ASSOCIATION**

SEPTEMBER 1, 2017 - AUGUST 31, 2020



**Public School Employees of Washington/ SEIU Local 1948**  
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1 (60) or more consecutive workdays in an assigned position on a temporary basis. The  
2 employee shall be paid according to the Salary Schedule at the appropriate pay level for  
3 the job they are filling and shall be subject to all terms and conditions of this collective  
4 bargaining agreement except Section 3.4, Section 9.2, 9.3, 9.8 (and their subsections),  
5 Article XI, and Sections 13.2 and 13.3. Should a long-term temporary assignment  
6 extend into the following year, the situation shall be addressed and resolved jointly by  
7 the District and the Association.

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

17  
18 **Section 1.3. Temporary Leave or Temporary Assignment.**

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

24  
25 **Section 1.4. Holding Multiple Positions in District.**

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

37  
38  
39  
40 **ARTICLE II**

41  
42 **RIGHTS OF THE EMPLOYER**

43  
44 **Section 2.1.**

45 Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and  
46 negotiation may be construed to be a delegation to others of the policy-making authority of the  
47 District, which authority the District specifically reserves unto itself. The management of the District  
48 and the direction of the employees is vested in the District subject to the terms of this Agreement and

1 federal and state laws and regulations. Management officials retain the right and obligation to  
2 determine the method, number, and kinds of personnel by which operations undertaken by employees  
3 in the bargaining unit are to be conducted, including the right to subcontract work and designate the  
4 work to be performed by the District or others and the places and the manner in which it is to be  
5 performed. Management officials retain the right and obligation, according to District policies and  
6 regulations, to do the following as enumerated below:

7  
8 **Section 2.1.1.**

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

11  
12 **Section 2.1.2.**

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

15  
16 **Section 2.2.**

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

19  
20  
21  
22 **ARTICLE III**

23  
24 **RIGHTS OF THE EMPLOYEES**

25  
26 **Section 3.1. Affirmation Action.**

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

29  
30 **Section 3.2. Non-Discrimination.**

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

33  
34 **Section 3.3. Non-Interference.**

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

38  
39 **Section 3.4. Employee Evaluation.**

40  
41 **Section 3.4.1.**

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

44  
45 **Section 3.4.1.1.**

46 Employees performing at a level that would lead to an overall evaluation rating of  
47 "unacceptable" or "needs improvement," shall be so notified of their performance prior  
48 to their annual evaluation. Employees shall be given direction and opportunity for

1 improvement prior to receiving their written evaluation. Employees who work at more  
2 than one location shall be evaluated separately at each location.

3  
4 **Section 3.4.2.**

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

7  
8 **Section 3.4.3.**

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

16  
17 **Section 3.5. Personnel Files.**

18  
19 **Section 3.5.1.**

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

23  
24 **Section 3.5.2.**

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

26  
27 **Section 3.5.3.**

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

32  
33 **Section 3.5.4.**

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

37  
38 **Section 3.5.4.1.**

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

44  
45 **Section 3.5.5.**

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

1 **Section 3.5.6.**

2 Employees, at their discretion, may add materials which they deem appropriate.  
3  
4

5  
6 **ARTICLE IV**

7  
8 **RIGHTS OF THE ASSOCIATION**  
9

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

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

16 **Section 4.2. Delegation of Rights.**

17 The Association reserves and retains the right to delegate any Association right or duty contained  
18 herein to appropriate officials of the Public School Employees of Washington.  
19

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

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

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

27 The Association may use the District's internal mail distribution system and e-mail system for  
28 the following purposes:  
29

- 30 A. Meeting notification.  
31 B. Communications containing information on grievances.  
32 C. Matters relating to joint Association and District trainings, activities, or inservice  
33 opportunities.  
34

35 Any group communications other than the above shall require the prior approval of the director  
36 of labor relations.  
37

38 All communications shall follow Public Disclosure Commission regulations and District  
39 policy. Any mass e-mails directed to the Association membership shall be copied to the  
40 director of labor relations.  
41

42 The Association agrees to indemnify and hold the District harmless for any and all costs which  
43 may result from such use of the District's mail service or email by the Association.  
44

45 **Section 4.4. Bulletin Boards.**

46 The Association shall have the right to post notices of activities and matters of Association concern on  
47 designated areas of bulletin boards to be provided in each District building. The Association further  
48 agrees that it will not seek to post any materials which are of a political or controversial nature or

1 which are not in the best interest of the District or its operations. The District shall not be responsible  
2 for any posted material, its loss or removal, and the Association agrees to indemnify and hold the  
3 District harmless from any and all claims which may arise from any posted material.  
4

5 **Section 4.5. Orientation.**

6 New regular employees shall be given a basic orientation. Rehires and employees returning from  
7 leaves of absence, when applicable, shall receive a basic orientation. The orientation shall, at the  
8 minimum, provide employees with relevant personal benefits and payroll information.  
9

10 **Section 4.6. Member Information.**

11 A list of all employees in the bargaining unit, their hours, and place of assignment will be furnished by  
12 the Food Service Department twice annually. Names, hours and assignments of new hires and  
13 transferred employees will be provided to union representatives within 10 days after the hire or transfer  
14 date.  
15

16 **Section 4.7. Representative Visitation.**

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

24 **Section 4.8. Attendance at Workshops.**

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

30 **Section 4.8.1.**

31 It is further provided that the above shall not be construed as limiting attendance at such  
32 workshops, when in the option of the Superintendent, it is deemed to be to the advantage of the  
33 District for more members of the staff to attend.  
34  
35  
36

37 **ARTICLE V**

38 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

39 **Section 5.1. Appropriate Matters.**

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

### ASSOCIATION REPRESENTATION

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

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

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

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

#### **Section 6.3. Labor Management Meetings.**

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

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

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

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

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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

1 supervisor to work beyond forty (40) compensated hours in a given workweek will be compensated at  
2 time and one-half.

3  
4 **Section 7.5. Compensatory Time.**

5 Compensatory time shall be administered in accordance with law.

6  
7 **Section 7.6. Emergency Conditions.**

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

13  
14 **Section 7.7. Filling in for a Higher Pay Level.**

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

24  
25 **Section 7.7.1.**

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

28  
29  
30 **ARTICLE VIII**

31  
32 **HOLIDAYS**

33  
34  
35 **Section 8.1. Holidays.**

36  
37 **Section 8.1.1.**

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

- |    |                           |    |                                       |    |    |
|----|---------------------------|----|---------------------------------------|----|----|
| 39 | 40                        | 41 | 42                                    | 43 | 44 |
|    | 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 |    |    |

45  
46 **Section 8.2.**

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

1 **Section 8.3. Worked Holidays.**

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

4  
5 **Section 8.4.**

6 The hours for holiday pay shall be the authorized daily hours at the time of the holiday.  
7

8  
9  
10 **ARTICLE IX**

11 **LEAVES**

12  
13  
14 **Section 9.1. Sick Leave.**

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

23  
24 **Section 9.1.1. Usage of Sick Leave.**

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

28  
29 Child: Employees may use sick leave for the illness of their child.

30  
31 “Child” means a biological, adopted, or foster child; a stepchild; a legal ward; or a person who  
32 is acting as guardian who is (a) under 18 years of age or (b) 18 years of age or older and  
33 incapable of self-care because of a mental or physical disability. Incapable of self-care means  
34 that the individual requires active assistance or supervision to provide daily self-care in several  
35 of the activities of daily living. This includes activities such as grooming, bathing, dressing,  
36 cooking, cleaning, shopping, paying bills, eating, etc.

37  
38 Other Family Members: Employees may use sick leave to care for a spouse or domestic  
39 partner, a parent, parent-in-law, grandparent, step-parent, or step-grandparent with a serious  
40 health or emergency condition as certified in writing by a licensed healthcare provider. For  
41 other than a spouse, the District may require the employee to furnish additional evidence that  
42 no alternative to employee’s absence is practicable.

43  
44 Serious health condition means an illness, injury, impairment, or physical or mental condition  
45 that involves any period of incapacity or treatment connected with inpatient care in a hospital  
46 and the like. It also includes the period of incapacity or subsequent treatment or recovery in  
47 connection with the inpatient care as long as it includes any period of inability to work, attend  
48 school, or perform other regular daily activities.

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

3  
4 **Section 9.1.2. Certification of Illness.**

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

9  
10 **Section 9.1.3. Transfer of Sick Leave Accumulation.**

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

13  
14 **Section 9.1.4. Compensation for Sick Leave.**

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

17  
18 **Section 9.1.5. Sick Leave Buy Back.**

19 The Attendance Incentive Program shall be as follows:

- 20  
21 1. In January, any eligible employee may exercise an option to receive remuneration for  
22 unused leave for illness or injury accumulated in the previous year at a rate equal to one  
23 day's monetary compensation of the employee for each four (4) full days of accrued leave  
24 for illness or injury in excess of sixty (60) days. Leave for illness or injury for which  
25 compensation has been received shall be deducted from accrued leave for illness or injury  
26 at the rate of four (4) days for every one day's monetary compensation; PROVIDED, that  
27 no employee may receive compensation under this section for any portion of leave for  
28 illness or injury accumulated at a rate in excess of one day per month.
- 29  
30 2. At the time of separation from school district employment due to retirement or death, an  
31 eligible employee or the employee's estate shall receive remuneration at a rate equal to one  
32 day's current monetary compensation of the employee for each four (4) days accrued leave  
33 for illness or injury. No more than 180 sick leave days shall be eligible for conversion.  
34 Any such conversion shall be subject to the terms and limitations of applicable statutes and  
35 regulations.

36  
37 **Section 9.1.5.1. VEBA.**

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

41  
42 **Section 9.1.6.**

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

1 **Section 9.1.7.**

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

5  
6 **Section 9.1.8.**

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

11  
12 **Section 9.1.9. Emergency.**

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

17  
18 **Section 9.1.10.**

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

24  
25 **Section 9.2. Health Leave.**

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

28  
29 **Section 9.2.1.**

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

34  
35 **Section 9.2.2.**

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

37  
38 **Section 9.2.3.**

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

42  
43 **Section 9.3. Maternity/Parental Leave.**

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

45  
46 **Section 9.3.1.**

47 An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12)  
48 weeks, which may be extended by the District up to one year, to begin at any time between the

1 commencement of her pregnancy and one year after a child is born to her. Said employee shall  
2 notify the Human Resources Department in writing of her desire to take such leave, and except  
3 in case of emergency, shall give such notice at least thirty (30) calendar days prior to the date  
4 on which her leave is to begin. She shall include with such notice a physician's statement  
5 certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.  
6 An employee who is pregnant may continue in active employment as late into her pregnancy as  
7 she desires, unless her immediate supervisor determines she is unable to properly perform her  
8 required duties.

9  
10 **Section 9.3.2.**

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

14  
15 **Section 9.3.3.**

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

21  
22 **Section 9.3.4.**

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

29  
30 **Section 9.3.5. Re-employment Rights.**

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

35  
36 **Section 9.3.6. Early Return from Leave.**

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

40  
41 **Section 9.4. Bereavement Leave.**

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

43  
44 **Section 9.4.1.**

45 The immediate family shall be defined as son, daughter, spouse, father, mother, step-mother,  
46 step-father, brother, sister, step-brother, step-sister, step-son, step-daughter, and domestic  
47 partner.

1 **Section 9.4.2.**

2 After all discretionary leave is exhausted, one day of bereavement leave may be granted, by  
3 Human Resources, for each death of an aunt, uncle, niece, nephew, cousin, or fiancé(e).  
4

5 **Section 9.4.3.**

6 Three (3) days bereavement leave may be granted for the death of an employee's father-in-law,  
7 mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents,  
8 grandparents-in-law, grandchildren, step-grandchildren, step-father-in-law, step-mother-in-law,  
9 and step-grandparent.  
10

11 **Section 9.4.4.**

12 Bereavement leave shall not accumulate from year to year.  
13

14 **Section 9.4.5.**

15 An additional two (2) days for bereavement purposes may be granted by Human Resources  
16 when long distances or complicated factors are involved.  
17

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

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

23 **Section 9.6. Discretionary Leave.**

24 **Section 9.6.1. Employee Discretionary.**

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

- 31 a. One employee per day will be guaranteed such leave for any given day.
- 32 b. The employee must give notice to the District identifying the absence as Employee  
33 Discretionary Leave and sign up on the EDL calendar at least two (2) workdays in advance  
34 the date requested. In unusual circumstances, this advance notification requirement may be  
35 waived by the employee's immediate supervisor.
- 36 c. Employee discretionary leave will not be granted during the first two (2) weeks or the last  
37 two (2) weeks of the school year, on the workday directly before or the workday directly  
38 after holidays, school breaks, workshop days or the first or last day of the school term,  
39 unless the reason for the absence is as follows:
  - 40 1. May be used in situations suddenly precipitated or situations of such a nature that  
41 preplanning or rescheduling is not possible or such that preplanning or rescheduling  
42 could not eliminate the need for such leave. Shall not be applicable for conducting  
43 business or personal affairs that can be scheduled outside the regular working hours  
44 or conducting business or resolving problems that deal with an income producing  
45 business. Some examples of situations that qualify are illness in the immediate  
46 family as defined in Article IX, Section 9.4.1; pre-adoptive leave; birth of an  
47 employee's child; funerals not covered by bereavement leave; failure of a public  
48 transportation carrier to meet a regularly scheduled operation; and educationally



1 significant events that involve the employee or student within an employee's care,  
2 e.g., graduation.

- 3 d. Employees may be able to use either of their EDL days for the day after Thanksgiving or  
4 any unpaid mid-winter break days. There is no limit to how many employees may use an  
5 EDL day for these days.

6  
7 **Section 9.6.2.**

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

11  
12 **Section 9.6.3.**

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

16  
17 **Section 9.6.4. Employee Discretionary Leave Incentive.**

18 An employee shall receive remuneration for unused employee discretionary leave as of June 30  
19 annually. Remuneration shall be made at full compensation of the employee for each unused  
20 day. Payment shall be made on the September pay warrant. An employee must be a current  
21 employee at the time such payment is to be made, unless (1) the employee provides written  
22 notification to the District of their resignation or retirement at least twenty (20) working days  
23 prior to the end of the school year, and (2) works until the end of the school year. An employee  
24 may use EDL days without impacting the attendance incentive.

25  
26 **Section 9.7. Military Leave.**

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

30  
31 **Section 9.8. Other Leaves.**

32  
33 **Section 9.8.1. Attendance at the Legislature.**

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

40  
41 PROVIDED, that such employee is replaced by the bargaining unit with an employee who shall  
42 be paid by the District and who shall be qualified to perform the duties and obligations of the  
43 absent member in accordance with the rules of the civil service or other standards established  
44 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  
3 granted for up to one (1) year at the Employer’s discretion. An employee returning from an  
4 approved leave of absence shall be assigned to the same position held at the time the leave  
5 commenced. If that position is no longer available, such employee shall be assigned to an  
6 equivalent position if 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  
18 the time the leave commenced, or if that position is no longer available, the employee  
19 shall be 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  
24 shall be 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  
29 for 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  
32 current employees, e.g., employees who retire or resign and have completed their calendar  
33 year). The award shall not be available to those employees whose separation of employment  
34 was for 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  
39 work for any time for sick leave or leave without pay, except for industrial injury, industrial  
40 illness absence, or use of Employee Discretionary Leave (EDL), shall receive an award in  
41 accordance with the table in 9.11.5 below. Payment shall be made on the February pay  
42 warrant.  
43

44 **Section 9.10.3.**

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

1           **Section 9.10.4.**

2           Any employee who fulfills the requirements of Section 9.10.2 and Section 9.10.3 shall be  
3           awarded a third award in accordance with the table in 9.10.5 below. Payment shall also be  
4           made on the July 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  
13          option to remain an active participant in fringe benefit programs, by contributing thereto the amount  
14          required, but 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  
19          twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year  
20          of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health  
21          condition of an employee's spouse, child, or parent; and (4) the employee's own serious health  
22          condition. When medically necessary, leave may be taken intermittently or on a reduced leave  
23          schedule (a leave schedule which reduces the number of hours per workday). The taking of leave  
24          intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the  
25          employee is entitled.

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

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

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

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

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

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

3  
4 **Section 9.13. Leave Without Pay.**

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

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

22  
23  
24  
25 **ARTICLE X**

26  
27 **EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES**

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  
37 determine questions of equal qualifications.

38  
39 **Section 10.1.2. Seniority Tie Breaker.**

40 In case of duplicate hire in dates, a drawing of names shall be conducted to establish seniority.

41  
42 **Section 10.2. Probationary Period.**

43  
44 **Section 10.2.1. New Hires.**

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

1 **Section 10.2.2. Current Employee in New Position.**

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

8 **Section 10.3. Job Vacancies.**

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

24 The Association shall be notified of the name of the assigned new employee.  
25

26 **Section 10.3.1.**

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

34 **Section 10.3.1.1.**

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

43 **Section 10.3.1.2.**

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

1                   **Section 10.3.1.3.**

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

8  
9                   **Section 10.3.1.4.**

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

12  
13                  **Section 10.4. Annual Employment Notification.**

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

16  
17                  **Section 10.5.**

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

21  
22                  **Section 10.6. Criteria for Determining Retention of Staff Due to Financial Loss or Lack of Work.**  
23                  **(Layoff)**

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

27  
28                         **Section 10.6.1.**

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

32  
33                         **Section 10.6.2.**

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

38  
39                         **Section 10.6.3.**

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

44  
45                         **Section 10.6.4. Reemployment Rights.**

46                         All employees who are not recommended for retention in accordance with these procedures  
47                         shall be terminated from employment and placed in an employment pool, based on their  
48                         seniority, for possible reemployment for a period of one (1) year. Employment pool personnel,

1 based on their seniority, will be given the opportunity to fill open positions until such time that  
2 the employment pool is depleted or there are no candidates qualified in the pool for any  
3 particular open position.  
4

5 **Section 10.6.5.**

6 Personnel will be considered for rehire based on previous training and/or experience or  
7 possession of the skills required for the position. If the next employee in line for rehire is not  
8 qualified for the open position, then the employee shall retain the right to remain in the  
9 employment pool. However, if an employee rejects a position after being offered the position  
10 and the employee is qualified for the position, further right to employment from the  
11 employment pool shall terminate.  
12

13 **Section 10.6.6.**

14 It shall be the responsibility of each employee to notify the Human Resources Department in  
15 writing by October 1 and February 1 if such employee wishes to remain in the employment  
16 pool. If such notification is not received prior to these dates, the name of any such employee  
17 shall be dropped from the employment pool.  
18

19 **Section 10.6.7.**

20 When a vacancy occurs for which the District offers employment to an employee from the  
21 pool, notification from the school district to such an individual will be by certified mail or by  
22 personal delivery. Such individual will have seven (7) calendar days from receipt of the letter  
23 to accept the position. A copy of such letter(s) shall be forwarded to the Association.  
24

25 **Section 10.6.8.**

26 Employees who are laid off shall retain seniority and retirement benefits in addition to payment  
27 for any accrued vacation days.  
28

29 **Section 10.6.9.**

30 Those employees who are designated to be laid off shall receive a lay-off slip at least fifteen  
31 (15) calendar days prior to lay-off (unless an emergency exists in which case the District will  
32 meet with the Association as soon as reasonably possible), containing the following  
33 information: name, position, date of hire, reason(s) for lay-off, eligible benefits, and a copy of  
34 seniority list by pay level.  
35

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

37 An employee may be subject to involuntary transfer for compelling needs related to the successful  
38 operation of the site or department. Reasons for such transfers shall be discussed with representatives  
39 of the union prior to making a decision, and only after other efforts have been made to resolve the need  
40 leading to the transfer. Employees and the Association President shall be given 5 (five) work days  
41 notice before reporting to the new assignment. Employees may at their discretion waive this 5-day  
42 notice.  
43

44 **Section 10.8. Transfer of Prior Experience.**

45 New employees with prior experience in a Washington State public school district shall have longevity  
46 applied and adjusted in accordance with RCW 28A.400.300, as amended.  
47  
48

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## 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.

**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.



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**ARTICLE XII**

**EMPLOYEE BENEFITS, INSURANCE AND REIMBURSEMENTS**

**Section 12.1. Insurance Programs.**

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

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

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

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

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

**Section 12.2. Eligibility.**

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

**Section 12.3. Enrollment.**

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

1 **Section 12.4. District Insurance Premium Contribution.**

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

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

13 \*For purposes of this section only, the hours worked include the hours compensated for holidays.

14  
15 **Section 12.5. Insurance Pooling.**

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

20  
21 **Section 12.6. Liability Insurance.**

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

23  
24 **Section 12.7. Workers' Compensation.**

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

29  
30 **Section 12.8. Section 125 Plan.**

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

33  
34 **Section 12.9. Tax Shelter Program.**

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

38  
39 **Section 12.10. Credit Unions.**

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

42  
43 **Section 12.11. District Provided Clothing.**

44 Each regular employee shall be provided four tops (at no cost to the employee) that meet wearability  
45 standards approved by the dress code committee. Additional tops and aprons will be provided as their  
46 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 as reported on the S-275 state report; provided, however, this will be adjusted one time based upon an employee's daily hours on the 90th workday of the school year. 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.**

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

1 **Section 14.2.**

2 Current employees who are nonmembers of the Association as of the effective date of this Agreement,  
3 and who do not wish to become members, shall submit a registered or certified letter so stating to the  
4 Public School Employees of Washington, P.O. Box 798, Auburn, Washington, 98071, with a copy to  
5 the District Human Resources Department, within twenty (20) calendar days following the effective  
6 date of this Agreement.  
7

8 **Section 14.3.**

9 All employees hired subsequent to the date of execution of this Agreement, or its effective date,  
10 whichever is later, shall as a condition of employment, become members effective with the employee's  
11 first pay warrant and maintain their membership obligation for the duration of this Agreement.  
12

13 **Section 14.3.1.**

14 The parties recognize that an employee should have the option of declining to participate as a  
15 member in the Association, yet contribute financially to activities of the Association in  
16 representing such employee as a member of the collective bargaining unit. Therefore, as an  
17 alternative to, and in lieu of, the membership requirements of the previous sections in this  
18 Article, an employee who declines membership in the Association shall pay to the Association  
19 each month a service charge as a contribution toward the administration of the Agreement in an  
20 amount equal to the status they are claiming, agency fee payer or objector. This service charge  
21 shall be collected by the Association in the same manner as monthly dues.  
22

23 **Section 14.4.**

24 The District shall deduct Association dues from the pay of members pursuant to RCW 41.56.110, and  
25 in accordance with the express terms of this Article. The District shall transmit all such funds  
26 deducted to the Treasurer of the Public School Employees on a monthly basis. A copy of the payroll  
27 deduction authorization shall be maintained by the Payroll Department. No deduction shall be made  
28 which is prohibited by applicable law.  
29

30 **Section 14.5.**

31 Any payment of dues shall be subject to the provisions of RCW 41.56.122 relating to objections based  
32 upon bona fide religious tenets.  
33

34 **Section 14.6.**

35 The Association shall give written notice to the District business office of the percentage amount of  
36 dues required of a member of the Association and which dues are to be deducted during the school  
37 year under payroll deductions. The deduction amount shall not be subject to change without at least  
38 thirty (30) calendar days written notice to the District business office. Any such changes shall be  
39 implemented by the District within sixty (60) calendar days of the written notice to the District  
40 business office.  
41

42 **Section 14.6.1.**

43 The Association agrees to reimburse any employee from whose pay dues were deducted in  
44 excess of the total amount due to the Association, at that time, provided the Association or its  
45 affiliate actually received the excessive amount.  
46  
47  
48

1 **Section 14.7.**

2 The Association shall indemnify the District against any and all claims, demands, suits, or other forms  
3 of liability that shall arise out of or by reason of action taken or not taken by the District for the  
4 purposes of complying with any of the provisions of this Article.  
5  
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7

8 **ARTICLE XV**

9  
10 **GRIEVANCE PROCEDURE**  
11

12 **Section 15.1.**

13 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be  
14 considered as maximum and every effort shall be made to expedite the process. Under unusual  
15 circumstances, time limits may be extended by mutual agreement. Every effort will be made to resolve  
16 the grievance at the earliest possible step of this procedure. The following procedures shall be utilized  
17 by a member of the Association to resolve an alleged grievance, as defined below.  
18

19 **Section 15.2.**

20 The Association shall be notified by the District of any formal grievance of any employee in the  
21 bargaining unit. The Association shall also be given reasonable opportunity to be present at any initial  
22 meeting called for the resolution of such grievance in accordance with RCW 41.56.080.  
23

24 **Section 15.3.**

25 A grievance shall be defined as a claim by an employee that there has been a violation,  
26 misinterpretation, or misapplication of a specific provision of this Agreement, which claim deals with  
27 the interpretation or application of the specific terms of this Agreement. All grievances not brought to  
28 the immediate supervisor in accordance with the preceding sentence within twenty-one (21) working  
29 days of the occurrence of the grievance shall be invalid and subject to no further processing.  
30

31 **Section 15.3.1. Step One-Informal**

32 Employees shall first discuss the grievance with the immediate supervisor. The supervisor  
33 shall have seven (7) working days to respond after meeting with the grievant.  
34

35 **Section 15.4. Step Two - Formal**

36 If the grievance is not resolved to the employee's satisfaction in accordance with Step One, the  
37 employee may submit a formal written grievance to the director of food and nutrition services, with a  
38 copy to the Human Resources Department, within seven (7) working days of the Step One informal  
39 meeting. The grievance will describe the facts upon which the grievance is based, the provision(s) of  
40 the Agreement allegedly violated, and the remedy sought. The director of food and nutrition services  
41 or his designee shall meet with the grievant and his/her union representative to discuss the grievance  
42 and shall make a written response to the grievant, with a copy to the Association, within fourteen (14)  
43 working days of the Step Two formal meeting.  
44

45 **Section 15.5. Step Three - Superintendent**

46 If the grievant is not satisfied with the resolution at Step Two, the grievant may, within fourteen (14)  
47 working days of receipt of the written response from Step Two, submit the written grievance to the

1 Superintendent or designee. The Superintendent/designee shall have fourteen (14) working days in  
2 which to respond.

3  
4 **Section 15.6. Step Four – Arbitration**

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

9  
10 **Section 15.6.1.**

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

13  
14 **Section 15.6.2.**

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

17  
18 **Section 15.6.3.**

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

22  
23 **Section 15.6.4.**

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

27  
28 **Section 15.7.**

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

32  
33 **Section 15.8.**

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

37  
38 **Section 15.9.**

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

40  
41 **Section 15.10**

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

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## ARTICLE XVI

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 16.1**

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

Effective September 1, 2017, the wages in the KSFSA Wage Schedule shall be increased by three percent (3%) or by the percentage increase provided by the State through a cost of living increase to classified wages (COLA), whichever is higher. The COLA will be implemented in the manner and to the extent allowed by the state budget and implementing regulations.

Effective September 1, 2018, the wages in the KSFSA Wage Schedule shall be increased by three percent (3%) or by the percentage increase provided by the State through a cost of living increase to classified wages (COLA), whichever is higher. The COLA will be implemented in the manner and to the extent allowed by the state budget and implementing regulations.

Effective September 1, 2019, the wages in the KSFSA Wage Schedule shall be increased by three percent (3%) or by the percentage increase provided by the State through a cost of living increase to classified wages (COLA), whichever is higher. The COLA will be implemented in the manner and to the extent allowed by the state budget and implementing regulations.

#### **Section 16.2. Staff Trainer.**

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

#### **Section 16.3. Other Provisions.**

##### **Section 16.3.1.**

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

##### **Section 16.3.2.**

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

1 assignment shall be at the recommendation of the Kitchen Manager and approval of the  
2 Director of Nutrition Services.

3  
4 **Section 16.3.3.**

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

7  
8 **Section 16.4. Potential Legislative Appropriation.**

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

16  
17 **Section 16.5. Travel Allowances.**

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

22  
23 Pursuant to District Board Policy 6540, an employee who is authorized to use his or her personal  
24 vehicle on District business may request the District assume liability for the employee's insurance  
25 deductible in the event of an accident. At the District's discretion and in alignment with the  
26 requirements of District Board Policy 6540, the District may assume liability.

27  
28 **Section 16.6.**

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

33  
34 **Section 16.7. SNA Membership Reimbursement.**

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

37  
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39  
40 **ARTICLE XVII**

41  
42 **TERM AND SEPARABILITY OF PROVISIONS**

43  
44 **Section 17.1.**

45 The term of this Agreement shall be September 1, 2017 to August 31, 2020.  
46  
47  
48



1 **Section 17.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
3 notwithstanding its execution date, except as provided in Section 17.3 below.  
4

5 **Section 17.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
7 parties in writing.  
8

9 **Section 17.3.1.**

10 During the above-specified re-opener period(s), Article XIX, Section 18.1, No Strike  
11 Agreement, shall be inoperative as a contractual agreement, but such inoperative status shall  
12 not be deemed a waiver of any other legal rights or obligations of the parties.  
13

14 **Section 17.4.**

15 If any provision of this Agreement or the application of any such provision is held invalid, the  
16 remainder of this Agreement shall not be affected thereby.  
17

18 **Section 17.5.**

19 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
20 state or federal statutes or regulations promulgated pursuant thereto.  
21

22 **Section 17.6.**

23 In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement,  
24 such provision shall be renegotiated pursuant to 17.3 herein.  
25

26 **Section 17.7.**

27 The provisions of this Agreement are deemed to be separable to the extent that if any application is  
28 found to be in conflict with an existing law, a court of competent jurisdiction, Attorney General  
29 Opinion, or Auditor's Report, such decision shall not affect the validity of the remaining provisions of  
30 this Agreement, but such remaining provisions shall continue in full force and effect; provided, further,  
31 that in the event any provision or provisions are so declared to be in conflict, both parties shall meet  
32 within thirty (30) calendar days for the purpose of renegotiations and agreement on the provision or  
33 provisions so invalidated.  
34

35 **Section 17.8.**

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

**NO STRIKE AGREEMENT**

**Section 18.1.**

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

**Section 18.2.**

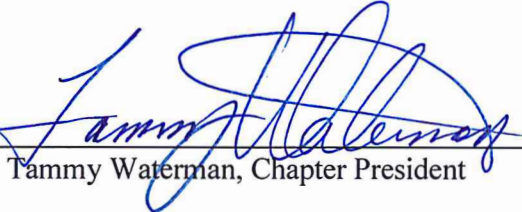
An employee may without penalty refuse to cross a picket line if rare or unusual or physical hazard is involved in proceeding to the work location. However, the employee must call in and receive prior approval from the Director of Nutrition Services.

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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU Local 1948

KENT SCHOOL FOOD SERVICE  
ASSOCIATION (KSFSA)

BY:   
Tammy Waterman, Chapter President

KENT SCHOOL DISTRICT #415

  
BY: \_\_\_\_\_  
Scott Nicholson, Director, Labor and Employee  
Relations

DATE: 7/27/17

DATE: 7/27/17

Exhibit A  
(Schedule A)  
PSE of Kent School Food Service Association  
September 1, 2017 – August 31, 2018

**EXHIBIT A**

KSFSFA Base Salary and Longevity<sup>[1]</sup> Schedule Effective September 1, 2017  
*(for employees not holding a valid School Nutrition Association certification on September 30<sup>th</sup>)*

*Years of Service Completed by September 1, 2017*

	Years <i>0-1</i>	Years <i>2-4</i>	Years <i>5-9</i>	Years <i>10-14</i>	Years <i>15-19</i>	Years <i>20 or more</i>
Level A: Food Service Worker	14.39	14.49	14.79	15.14	15.39	15.89
Level B: Elementary Kitchen Manager Secondary Lead Helper* (by assignment only)	15.41	15.51	15.81	16.16	16.41	16.91
Level B-1 Field Assistant (Level B + 0.50)	15.91	16.01	16.31	16.66	16.91	17.41
Level C: Asst. Cook/Baker Asst. Packaging Line Lead Asst. Salad/Catering Lead Asst. Lead Shipper	16.42	16.52	16.82	17.17	17.42	17.92
Level D: Packing Line Lead Lead Cook/Baker Salad/Catering Lead Secondary Kitchen Manager Lead Shipper	18.98	19.08	19.38	19.73	19.98	20.48
Substitute	12.36					

<sup>1</sup>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  
(Schedule A-1)  
PSE of Kent School Food Service Association  
September 1, 2017 – August 31, 2018

**EXHIBIT A-1**

KSFSA SNA Certified<sup>[1]</sup> Base Salary and Longevity<sup>[2]</sup> Schedule Effective September 1, 2017  
*(for Employees holding a valid School Nutrition Association certificate on September 30th)*

	<i>Years of Service Completed by September 1, 2017</i>					
	Years <i>0-1</i>	Years <i>2-4</i>	Years <i>5-9</i>	Years <i>10-14</i>	Years <i>15-19</i>	Years <i>20 or more</i>
Level A: Food Service Worker	14.69	14.79	15.09	15.44	15.69	16.19
Level B: Elementary Kitchen Manager Secondary Lead Helper* (by assignment only)	15.71	15.81	16.11	16.46	16.71	17.21
Level B-1 Field Assistant (Level B + 0.50)	16.21	16.31	16.61	16.96	17.21	17.71
Level C: Asst. Cook/Baker Asst. Packaging Line Lead Asst. Salad/Catering Lead Asst. Lead Shipper	16.72	16.82	17.12	17.47	17.72	18.22
Level D: Packing Line Lead Lead Cook/Baker Salad/Catering Lead Secondary Kitchen Manager Lead Shipper	19.28	19.38	19.68	20.03	20.28	20.78
Substitute	12.66					

<sup>2</sup>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.

<sup>3</sup>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.

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**Other Wage and Pay Provisions:**

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

## NS Summer Program Procedures

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

- 1 15. Placement of Section 16.1 Wage Schedule A including certification premium pay and longevity step  
2 recognition as position duties and responsibilities correlate to regular Schedule A positions.  
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- 4 16. An additional paid day shall be provided as incentive for those participants who work at least 85%  
5 of the total workdays offered in the Summer Nutrition Program.  
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- 7 17. Assignment of work and leaves shall be subject to the above Food Nutrition Services Summer  
8 Program Procedures.  
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