

COLLECTIVE BARGAINING AGREEMENT BETWEEN

YAKIMA SCHOOL DISTRICT #7

AND

**PUBLIC SCHOOL EMPLOYEES OF
YAKIMA FOOD SERVICE**

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

P.O. Box 798

Auburn, WA 98071-0798

1.866.820.5652

www.pseclassified.org

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DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest in District Number 7.

PREAMBLE

This Agreement is made and entered into between Yakima School District Number 7 (hereinafter "District" or "Employer") and the Yakima Food Service Local Chapter of the Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association"), an affiliate of the Public School Employees of Washington State Organization.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows.

ARTICLE I

RECOGNITION & COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

The bargaining unit to which this Agreement is applicable is as follows: All regular and temporary employees who perform the following services: Kitchen Manager, Central Kitchen Manager, Barista/Cook, and Cook.

1 **Section 1.3.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person considered
3 excluded pursuant to RCW 41.56.030(11).
4

5
6 **ARTICLE II**

7
8 **RIGHTS OF THE EMPLOYER**
9

10 **Section 2.1.**

11 It is agreed that the customary and usual rights, powers, functions, and authority of management are
12 vested in management officials of the District. Included in these rights in accordance with applicable
13 laws and regulations are the right to direct the work force, the right to hire, promote, retain, transfer,
14 and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary
15 action against employees, and the right to release employees from duties because of lack of work or for
16 other legitimate reasons. The District shall retain the right to maintain efficiency of the District
17 operation by determining the methods, the means, and the personnel by which such operation is
18 conducted.
19

20 **Section 2.2.**

21 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
22 District. In making rules and regulations relating to personnel policies, procedures, and practices, and
23 matters of working conditions, the District shall give due regard and consideration to the rights of the
24 Association and the employees and to the obligations imposed by this Agreement.
25
26

27 **ARTICLE III**

28
29 **RIGHTS OF EMPLOYEES**
30

31 **Section 3.1.**

32 It is agreed that the employees in the unit defined herein shall be protected in the exercise of the right,
33 freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such
34 employees to assist the Association shall be recognized as extending to participation in the
35 management of the Association, including presentation of the views of the Association to the Board of
36 Directors of the District or any other governmental body, group, or individual. The District shall take
37 whatever action required or refrain from such action in order to assure employees that no interference,
38 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
39 membership in any employee organization.
40

41 **Section 3.2.**

42 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
43 Association Representatives and/or appropriate officials of the District.
44

45 **Section 3.3.**

46 Employees of the unit subject to this Agreement have the right to have Association Representatives or
47 other persons present at discussions between themselves and supervisors or other representatives of the
48 District as hereinafter provided.

1 **Section 3.4.**

2 Employees shall have the right to review material in their personnel files maintained in the Employer's
3 Human Resources Department during regular business hours. The employee may have a representative
4 of the Union accompany them if so desired. Upon request, copies of documents in the personnel file
5 shall be provided by the Employer. There shall be only one (1) official personnel file for each
6 employee. Employees shall be notified prior to any derogatory material being placed in their personnel
7 file. All derogatory material contained in the file shall be removed, upon request, two (2) years after its
8 placement in the file.
9

10 **Section 3.5.**

11 Non-probationary employees will receive a performance evaluation if management deems their
12 performance to be unsatisfactory. Such non-probationary employees, if employment is continued, will
13 receive an evaluation the subsequent school year. All employees shall have the right to submit a
14 rebuttal to the evaluation which shall be kept in the employee's file with the evaluation. Notice of
15 progressive discipline for specific instances of misconduct shall be provided separately from the
16 performance evaluation. Nothing herein prohibits noting performance deficiencies in an evaluation that
17 are related to the same behaviors giving rise to discipline.
18

19 **Section 3.6.**

20 An employee who disagrees with statements in an evaluation may attach a rebuttal to that evaluation
21 for their personnel file.
22

23 **Section 3.7.**

24 The procedures on banking, laundry, and specialty diets shall be posted on each kitchen bulletin board
25 and added to the Food and Nutrition Operation Manual.
26

27 **Section 3.8.**

28 Employees shall have the right to a safe work environment. The District will take steps, as required by
29 law, to provide a safe working environment. Employees should report any suspected unsafe working
30 situations to their supervisors. The District shall provide training on hazardous or dangerous material
31 as required by law.
32

33 **Section 3.9.**

34 In the event of an outbreak, the District may request proof of immunizations from its employees of that
35 specified illness. Once immunization records have been provided to the District, such records shall be
36 maintained in the employee's personnel file. No specific vaccine shall be required as a condition of
37 employment unless ordered by the Washington State Department of Health or any other legal
38 authority. Employees without required vaccinations may only be excluded from the worksite if so,
39 ordered by the Washington State Department of Health or any other legal authority.
40

41 **Section 3.10. Public Disclosure.**

42 Nothing in this Agreement precludes the District from providing documents in accordance with public
43 disclosure laws. The District shall notify the employee of this unit and the Union prior to the release of
44 any requested record pertaining to a member of this bargaining unit. Employees shall have ten (10)
45 calendar days to notify the District someone in the unit filed an injunction blocking the request. If an
46 injunction is not entered, then the District shall release the record in accordance with the statutory
47 requirement under the Public Records Act.
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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its view to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2.

The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of Articles XV and XXIV. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.

The Association shall designate to the District who the Association representative(s) are. The District shall notify each month's new hire(s) to attend the Association's new employee orientation at the location where the Association's representative is assigned to work. The District and Association shall designate one (1) day a month when all new hires shall be notified to attend the Association's new employee orientation. Should a new hire from the previous month be unable to attend due to personal reasons, they shall attend the following month. Nothing in this section negates the Association from contacting members outside of the orientation.

The Association representative and the newly hired employee(s) shall be on the clock while performing the thirty (30) minute Association new employee orientation. If the newly hired employee is coming from a shift at a different building, the time to and from, along with mileage (consistent with the Collective Bargaining Agreement) shall be paid. If the newly hired employee begins in their shift at orientation, then only the time traveled from the designated orientation location back to the employee's place of work, along with time, shall be time paid. The employee shall drive directly to the worksite without delay.

Section 4.3.1.

The Employer shall follow RCW 41.56.035 and 41.56.037 and provide PSE in an editable digital file format to membership@pseofwa.org of the name, address, phone number, job title, work location, personal (if available) and work email address, and salary or rate of pay of all newly hired bargaining unit employees within twenty-one (21) business days from the date of hire in an appropriate bargaining unit and every one hundred twenty (120) days for all employees in an appropriate bargaining unit.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

1 **Section 4.5.**

2 The District will provide the Association with an updated seniority list on or before October 1 and
3 January 1 of each year.

4
5 **Section 4.6.**

6 The Association shall have access to a bulletin board in each school.

7
8 **Section 4.7.**

9 The Association shall be entitled to use, when available, the following District equipment for
10 Association business: copiers, email, computers, and may utilize District mail service for
11 communication purposes. The Association shall pay the cost of any consumable materials.

12
13 **Section 4.8.**

14 The President will receive a copy of the board letter each month with new names listed. At the time of
15 hire, the District will inform the new hire of the terms and conditions of Article XXII.

16
17 **Section 4.9.**

18 Association business shall occur outside of work hours. The Association shall have the right to use
19 District buildings for meetings, to transact Association business, provided said meetings do not
20 interfere with ordinary school operations. Nothing herein shall prohibit the District and Association
21 representatives from conferring during working hours on grievances, investigations, or other matters
22 related to the District/Association relationship, without loss of time or pay to the employee(s) involved.

23
24 **Section 4.10.**

25 The President or designee(s) shall be released without loss of pay in conjunction with those local
26 Association duties which cannot be done outside of the normal working hours up to a total of ten (10)
27 days per year. The release time is to be arranged by the Association President with the Child Nutrition
28 Director and/or her designee and the Certificated Placement Coordinator. The Association President
29 shall be responsible for obtaining prior approval from PSE State Organization. Approval shall be
30 subject to availability of substitutes, and the Association will reimburse the cost of any substitute used.

31
32 **Section 4.10.1.**

33 A member of this bargaining unit who serves Public School Employees of Washington/SEIU
34 Local 1948 (PSE) at the state level may be released without loss of pay, for ten (10) total days
35 per school year, in order to serve the PSE State Organization.

36
37 **Section 4.10.2.**

38 For those members who serve as President and/or represent Public School Employees of
39 Washington/SEIU Local 1948 (PSE) at the state level shall notify the District no less than two
40 (2) weeks prior to the day of the requested leave by email. The District representatives shall
41 check for substitute availability and assign a substitute to cover the representative's proposed
42 leave. The employee shall receive a confirmation of the District's ability to cover the shift no
43 later than one (1) week prior to the proposed leave day. Failure to respond to the employee with
44 a minimum of one (1) week's notice of the proposed meeting shall guarantee the employee the
45 day off.

- 46
47 • i.e., A representative notifies the District of a meeting on Friday May 14, 2022. The
48 email must be received by the Child Nutrition Director/designee and the Certificated

1 Placement Coordinator by midnight April 30, 2022. The Child Nutrition Director/
2 designee shall respond to the representative no later than midnight March 7, 2022, of
3 the ability to cover/not cover said shift. If the Child Nutrition Director/ designee does
4 not respond by midnight on March 7, 2022, the representative shall be allowed the day
5 off. When the District is unable to cover the shift, the employee shall be denied the
6 leave.

7 8 9 **ARTICLE V**

10 11 **APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION**

12 13 **Section 5.1.**

14 It is agreed that matters appropriate for consultation and negotiation between the District and the
15 Association are any mandatory subjects of bargaining, not covered by this agreement affecting wages,
16 hours, and working conditions of employees in the unit.

17 18 **Section 5.2.**

19 This Agreement does not alter any legal obligation to negotiate mandatory subjects of bargaining as
20 required by RCW 41.56 concerning wages, hours, and working conditions not covered by this
21 Agreement.

22 23 **Section 5.3.**

24 The District agrees to provide a notice and opportunity to bargain to the Union prior to adopting any
25 change that would affect wages, hours, and working conditions not established by the terms of this
26 Agreement. This notice and opportunity to bargain shall not impede the right of the District to
27 implement decisions regarding permissive or non-mandatory subjects of bargaining, while at the same
28 time continuing to bargain with the Association regarding any affects those changes may have.

29 30 **Section 5.4.**

31 The Association shall have the right to meet and confer with the District on a monthly basis to discuss
32 Association issues, Contract provisions or items as determined by the parties.

33 34 **Section 5.5.**

35 Meetings between the District and the Association shall take place during working hours. This section
36 shall not apply to negotiations.

37 38 **Section 5.6.**

39 Employees must notify Nutrition Services Department prior to leaving their worksite except for
40 regularly scheduled breaks. Child Nutrition Director/designee reserves the right to direct District-
41 related travel.

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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor Management.

The parties agree to continue the practice of informal problem solving through a Labor Management Committee (LMC) in the spirit of cooperation and compromise. Regularly scheduled meetings between the Association President and/or designee and the Superintendent and/or designee will be held upon mutually agreed times. Such time shall be outside the employee's regular workday and the District shall compensate up to two (2) employees for such time up to one (1) hour per LMC.

ARTICLE VII

HOURS OF WORK

Section 7.1.

Each employee will be assigned to a definite and regular work shift and workweek with designated times of beginning and ending, which shall not be changed without prior notice to the employee of at least five (5) days; provided, however, this notice may be waived by the employee.

Section 7.1.1.

The annual work calendar shall consist of one hundred eighty-three (183) workdays. One hundred eighty (180) of those workdays shall be consistent with the student calendar. The remaining three (3) workdays shall be the first two (2) business days prior to the first student day on the student calendar applicable to the building. The equivalent of one (1) full day of the two (2) days prior to the first student day shall be reserved for employees to work in their kitchens getting areas clean and prepared for the start of school. Should a member of this bargaining unit prepare, clean, and have the kitchen ready for the start school, the bargaining members shall utilize this time to complete their mandatory training, such as Vector Training and/or any other training deemed necessary from the Director/designee of Nutrition Services. The remaining day (third) shall be either at the beginning of the school year or the end of the school year. The scheduling of the third day shall be communicated to staff by the Director/designee of Nutrition Services.

Section 7.2.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday.

Section 7.2.1.

Employees assigned a work shift of five (5) or more consecutive hours shall be provided a one-half (½) hour meal period. Said meal period shall be included in the employee's normal work shift and paid for by the Employer. The employee is required to remain on duty, on the premises, and at the prescribed worksite in the interest of the Employer.

1 **Section 7.2.2.**

2 Employees shall be allowed a rest period of up to fifteen (15) minutes for each four (4) hours
3 worked. Due to the nature of the work, employees may take intermittent rest periods equivalent
4 to fifteen (15) minutes for each four (4) hours worked.

5
6 **Section 7.3.**

7 Employees required to work through their regular lunch period will be given time to eat at a time
8 agreed upon by the employee and Child Nutrition Director/designee.

9
10 **Section 7.4.**

11 Employees shall receive a minimum of two (2) hours' pay for each duty call. A duty call is defined as
12 any work other than the normal work shift and workday, noncontiguous with the normal work shift or
13 workday.

14
15 **Section 7.5.**

16 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
17 District will make every effort to notify each employee to refrain from coming to work. Employees
18 reporting to work shall receive a minimum of two (2) hours' pay at base rate in the event of such a
19 closure; provided, however, no employee shall be entitled to any such compensation in the event the
20 employee has been actually notified by the District of the closure prior to leaving home for work.

21
22 **Section 7.5.1. Inclement Weather.**

23 In the event schools are closed due to inclement weather, ice, snow, or other emergencies,
24 employees shall not be required to work. If make-up days are held, employees are expected to
25 work those make-up days. In the event make-up days are not scheduled, employees shall suffer
26 no loss of pay or benefits.

27
28 **Section 7.6.**

29 Employees requested to work a shift regularly filled by a higher classification employee shall receive
30 compensation of the higher classification based on the title of the position and the years of service of
31 the employee being asked to work the shift based upon Schedule A.

32
33 **Section 7.7.**

34 The District shall provide each employee with a daily lunch at no cost to the employee to be eaten at
35 the worksite per USDA SP12-2023.

36
37 **Section 7.8.**

38 Food Service employees, who work during summer school, will be paid at the negotiated rate of pay as
39 shown on Schedule A for the position they are hired for during the summer programs. (Example:
40 Kitchen Managers, who take a "Cook" position during the summer programs, shall receive the Cook
41 rate of pay.) The District will communicate the status of summer school to Public School Employees
42 of Washington/SEIU Local 1948 once the decision has been made.

43
44 Employees hired to work in a higher-level position for the summer (i.e., Cook to Kitchen Manager)
45 will be placed at the first step that results in an increase in pay. Employees in the summer who work in
46 a lower-level position (i.e. Kitchen Manager to Cook) will be placed on the lower-level position but at
47 the same pay step as the employee currently occupies as per Schedule A.

ARTICLE VIII

OVERTIME

Section 8.1.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, an employee designated to work overtime on days outside the workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

Section 8.2.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay. All overtime or extension of shifts must be authorized in advance by the Child Nutrition Director/designee.

Section 8.3.

All hours worked on Saturday and/or Sunday shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

Section 8.4.

Employees called back on a regular workday or called on the sixth or seventh consecutive day shall receive no less than two (2) hours' pay at the appropriate rate and pay for all succeeding hours worked.

Section 8.5.

An employee's status in the District shall not be jeopardized for refusing overtime employment. Overtime shall be offered by seniority within the building.

Section 8.6.

All hours worked for special events outside the normal workday during the student year shall be compensated at one and one-half (1½) times the employee's base pay. For summer work Sections 8.2, 8.3, and 8.4 shall apply. The Kitchen Manager will have the first right of refusal from the location of where the event is taking place, and/or employees from that kitchen, should the Kitchen Manager choose not to work the event. All additional help needed will be emailed to all members of this bargaining unit. The positions needed for the special event shall be selected based on Section 8.5.

Section 8.7. Involuntary Transfers.

If the District involuntarily transfers or reassigns an employee, it will first provide an opportunity for a meeting between the employee involved, Human Resources, the District supervisor(s), and a representative of the Association. The District will provide information as to why they believe the transfer is necessary, and how they believe the transfer will benefit the employee being transferred and/or the program. The District shall engage in a discussion with the employee informing the employee of the reason the transfer is taking place. The District shall take into consideration circumstances which may impact the employee, such as the employee having a child in the school the employee is currently working in or other extenuating circumstance.

Except in the case of a reduction in force or demotion, employees who are involuntarily transferred shall retain their same hours of work, hourly rate, and benefits as they had in the prior position. Should

the employee later request a voluntary transfer or bid on a new position with a different title and the employee is awarded the position; this section no longer applies.

Section 8.8.

Employees shall be paid on the same pay step when going from one (1) position to another.

ARTICLE IX

HOLIDAYS

Section 9.1.

All employees shall receive the following paid holidays:

- | | |
|------------------------------|--------------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Jr Day | 9. Day After Thanksgiving |
| 3. Presidents' Day | (Native American Heritage Day) |
| 4. Memorial Day | 10. Day Before Christmas |
| 5. Labor Day | 11. Christmas Day |
| 6. Juneteenth (June 19) | 12. Day After Christmas |
| 7. Veterans' Day | |

Section 9.1.1.

Holidays that fall on a Saturday shall be observed on a Friday. Holidays that fall on a Sunday shall be observed on a Monday.

Section 9.2.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the employee's absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 9.3. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) their base rate for all hours worked on such holidays when working for any group outside the School District.

ARTICLE X

SICK LEAVE, BEREAVEMENT LEAVE, & LEAVE OF ABSENCE

Section 10.1. Sick Leave.

Each employee shall be granted twelve (12) days sick leave per year. Sick leave shall be vested when earned and may be accumulated up to one hundred eighty (180) days for cash out purposes and up to

the employee's contracted work year for illness. The District shall project the number of annual days of sick leave at the beginning of the school year, and the employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and accumulated benefits will be expended on an hourly rather than daily basis.

Section 10.1.1. Sick Leave Usage.

An employee who is unable to report for work for any reason must notify the Kitchen Manager and report the absence through the Automated Attendance Reporting System as soon as possible, but in no case later than the start of the shift, so that a substitute can be scheduled if necessary. An employee who is absent in excess of three (3) consecutive workdays or more may be required to have the absence verified by a written statement from a physician. Failure to provide said physician statement may result in discipline. Sick leave may be taken to care for an employee's sick family member (child who the employee is serving as loco parentis, child, spouse, parent, parent-in-law, grandparents, and any others as per state law), or individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person and that individual depends on the employee for care.

Section 10.1.2.

Accumulated leaves shall be available to each employee September 1 through August 31 of each year. Leaves may be used when an employee is working in an active program.

Section 10.1.3. Sick Leave Cash Out.

As long as the Attendance Incentive Program (sick leave cash out) is effective and law, the provisions of that law, the rules and regulations, shall be extended to the employees covered by this labor Agreement, and further, the provisions of that law shall become part of this Agreement by this reference.

Section 10.2.

A physician's certificate of illness or injury is required for approval of sick leave after five (5) consecutive workday's absence. The District may also require, at any time, a written statement from a regularly licensed physician, which verifies the absence.

Section 10.3. Donation/Receipt of Sick Leave.

A. Donation of Sick Leave

1. An employee with more than sixty (60) days of accumulated sick leave may request to donate a specified amount of sick leave for use by another eligible employee authorized to receive such sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than sixty (60) days in order to donate sick leave to another employee. So long as the employee has sixty (60) days of accrued sick leave, the employee may donate up to sixty (60) days during any twelve (12)-month period. Sick leave shall be donated and received in hourly increments. An employee may not donate sick leave days that would result in a reduction of the employee's balance below sixty (60) days. Only sick leave may be donated pursuant to this section.

2. Donated sick leave shall not be refunded or returned to the donating employee at any time.
3. Donated sick leave shall be listed by the donating employee. Employees may opt to donate directly to a specific employee and may designate as such to the District. An employee desiring to donate leave shall provide the Human Resource Department with a written request setting forth the specified number of days donated and if the donation is a general donation or a donation to a specific individual. This written request shall be time and date stamped by the District and listed. The first leave donated shall be the first leave transferred to an eligible employee. Donated leave not used during any one school year shall remain on the list for the following school year for transfer to eligible employees.
4. Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first, prior to reducing the donating employee's current year sick leave benefit. Yearly cash out pursuant to Article XIII, Section 13.2 of the Agreement shall not be affected by a donation of sick leave below sixty (60) days in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

B. Receipt of Leave

1. In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be suffering from an extraordinary, catastrophic, or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause that employee to take leave without pay or terminate employment with the District.
2. The receiving employee must comply with the provisions of Section 10.2. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.
3. The receiving employee must have depleted all of the employee's applicable leave balances.
4. The receiving employee may not receive more than ninety (90) days of donated sick leave. The receiving employee must have abided by all Contract provisions and District rules and policies regarding sick leave.

C. Use of Donated Leave

1. The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had originally been the employee's sick leave. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to this Collective Bargaining Agreement.
2. Requests for donated sick leave shall be made to the Association in writing. The Association shall forward the request to the District for approval. Said request shall be forwarded to Human Resources. This District shall review the request and approve or deny said request within five (5) school days of receipt.
3. Temporary employees and substitute employees are not eligible for receipt of donated sick leave.

Section 10.4. Coordination of Disability Benefits.

An employee injured on the job will be compensated by the Self-Insured Workers' Compensation Pool in accordance with their rules and regulations and applicable state law, rules, and regulations.

Section 10.4.1.

Employees, when injured on the job, may elect to use any accumulated sick leave time to receive their normal salary. Payments from the Self-Insured Workers' Compensation Pool may be turned over to the District. The payments turned over to the District will restore the accumulated leave credits in proportion to the amount of the payment. Sick leave pay shall be integrated with any health and welfare plan, income benefit, or State Workman's Temporary Disability Compensation schedule of benefits, so that the sum of the daily sick leave allowance hereunder, and the aforesaid Health and Welfare Plan, accident and sickness income benefit, or State Disability daily benefits, shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of the employee's accumulated sick leave pay credits.

Section 10.4.2.

Whenever an employee is given a permanent and stationary disability rating by a disability board, return to the job must be based on the same medical information, which the employee used to obtain the award. Unless these medical facts are carefully considered, subsequent injuries or aggravations of the original injury can occur. If there is a position available, it is the policy of the District that an employee return to duties the employee can perform safely without undue risk or further injury to the employee or other employees.

Section 10.4.3.

The medical criteria presented to the disability board by the employee and the employee's doctor shall be obtained and utilized by the District and interpreted in terms of specific job restrictions and limitations. The Superintendent or designee shall then interpret and apply such job restrictions and limitations to the specific physical requirements as to whether or not the employee shall:

- A. Return to the employee's former position, if possible;
- B. Transfer to some other position (if available) for which the employee is qualified, based upon physical ability and experience, if possible;
- C. Be laid off.

Section 10.5. Bereavement Leave.

In the event of death in an employee's immediate family, the employee shall be allowed five (5) days of absence with full pay. Immediate family is defined as being a father, mother, stepparent, sister, brother, wife, husband, children, son/daughter-in-law, loco parentis, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, or a more distant relative living in the same household. In the event of the death of a cousin, uncle, aunt, nephew, niece, fiancé, or fiancée, one (1) day of absence with full pay shall be allowed.

An employee may use up to five (5) additional available leave (sick or personal) days upon mutual agreement with the HR Director.

1 **Section 10.6. Family Illness.**

2 In the event that an employee has a child with a health condition that requires treatment or supervision,
3 or in the event of a serious health condition or emergency condition of a member of the employee's
4 immediate family (as defined in this section), a maximum of three (3) days of absence with full pay is
5 earned during one (1) school year. Employees may use family illness to attend the needs related to the
6 birth of a child related within thirty (30) days of such a birth. This is accumulative up to ten (10) days.
7 A statement from a doctor may be required whenever these days are used. Upon return to work, a
8 Confirmation of Absence form must be completed for family illness days used. Immediate family is
9 defined as being a father, mother, stepparent, sister, brother, wife, husband, child, stepchild, mother-in-
10 law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild,
11 loco parentis, or live-in foster child or a more distant relative if living in the same household.
12

13 **Section 10.7. Parenting Leave/Maternity Disabilities.**

14 **Parenting Leave**

- 15 A. A parent shall be entitled to take a leave of absence without pay for childbirth or adoption for a
16 reasonable length of time and thereafter shall return to the same or a similar position.
17
18 B. To be entitled to parenting leave without pay under this section, a parent shall inform the
19 District in advance of the employee's intention to take leave and the approximate time he/she
20 expects to return to work and within sixty (60) days after childbirth or adoption shall inform the
21 District when the employee will return to work with a minimum of ten (10) days' notice.
22
23 C. Parenting leave shall not exceed beyond the end of any one (1) school year after the birth of the
24 child or adoption, unless extended by Board action or in a case where the parenting leave
25 begins after March 31, the employee shall have the right to request leave for the next full
26 school year.
27
28 D. In the case of the birth of a child, the parent shall be allowed one (1) day of absence with full
29 pay of which is separate from any other leaves.
30

31 **Maternity Disabilities**

- 32 A. Maternity leave and discrimination in employment because of pregnancy are covered under
33 RCW 49.60 and Affirmative Action guidelines.
34
35 B. An expectant mother shall not be required to leave work at the expiration of any arbitrary time
36 period during pregnancy but shall be allowed to work as long as she is capable of performing
37 the duties of her job and as long as her physician concurs.
38
39 C. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and
40 recovery therefrom, while the employee is on contract, are for all job-related purposes,
41 temporary disabilities and shall be treated as such under the District's sick leave plan. The
42 District may require a physician's statement to determine if the employee is unable to work due
43 to her temporary disability.
44

45 **Maternity Use of Sick Leave**

- 46 A. For sick leave benefits to extend beyond the thirtieth workday beyond the birth of a child, the
47 employee shall have a physician's statement on file in the District's payroll office concerning

the health of the employee after the child's birth and estimate of the approximate date the employee shall be recovered sufficiently to return to work.

- B. Employees disabled because of pregnancy or childbirth shall be subject to the same terms and conditions concerning the extensions of leave time, the accrual of benefits, and privileges such as seniority and retirement as are applied to other temporary disabilities.

Section 10.8. Personal Leave.

For reasons of personal business, two (2) days are allowed during the school year as personal business leave. Blackout dates for personal leave use shall be the week prior to the start of the school year, and last week of the school year. This is accumulative up to seven (7) personal leave days. The employee shall notify the Child Nutrition Director/designee at least two (2) days in advance of the leave. In the event of emergency, disaster, or similar occurrence, a notice of two (2) days shall not be required. Up to four (4) days per year of unused personal leave may be cashed out.

If more than two (2) bargaining unit members in a building request personal leave for the same day, the District may restrict further use of personal leave for additional requests from that specific building. If more than five (5) bargaining unit members unit-wide request personal leave on the same day, the District may restrict further use of leave on a particular day, based on an assessment of staffing and/or substitute availability. For those employees who have a personal leave balance of six (6) or more personal leave days on June 30, the District shall automatically cash out the unused days accumulated of more than six (6) days on the July pay warrant.

Section 10.9. Jury Duty/Subpoena Leave.

Section 10.9.1.

Leave with full pay shall be granted to the employee who is required to perform jury duty or subpoenaed in a (non-personal) court action.

An employee reporting for jury duty or subpoenaed and if excused for the balance of the day shall report as soon as possible to the employee's supervisor for the purpose of working the balance of the special jury duty or subpoenaed witness shift.

Section 10.9.2.

When an employee receives a summons requiring an appearance in court, the employee shall notify Child Nutrition Director/designee. For job-related subpoena leave, the employee shall receive full pay.

Section 10.9.3.

When an employee receives a subpoena for civic duty, e.g., uninvolved witness of an accident or crime, the employee shall notify Child Nutrition Director/designee. For civic duty/subpoena leave, the employee shall receive full pay.

Section 10.9.4.

For subpoena leave of personal nature, e.g., the settlement of a family estate, custody, or divorce proceedings, etc., the employee shall use a personal leave day or shall take leave without pay.

1 **Section 10.10. Leave Without Pay.**

2 Upon recommendation of the Child Nutrition Director/designee through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
4 leave of absence without pay for a period not to exceed one (1) year, due to an unforeseen emergency
5 and/or illness. Nothing herein shall prevent the employee and Employer with extending the leave upon
6 reaching mutual agreement of up to one (1) additional year.

7
8 The length of leave without pay shall be fixed at the time of the approval by the District. All
9 employees on authorized leave of absence will be required to give written notice to Human Resources
10 no later than fifteen (15) days prior to the conclusion of the leave of absence of their planned return to
11 work. Employees who fail to give notice of their planned return to work will be notified by the District
12 regarding their employment status. All District letters authorizing leave of absence shall contain the
13 above language.

14
15 **Section 10.10.1.**

16 An employee returning from an approved leave without pay will not necessarily be assigned to
17 the identical position occupied before the leave of absence. However, provided a vacancy exists
18 for which the employee is qualified, the employee shall be reinstated to a position equivalent in
19 duties and salary to that held at the time the request for leave of absence was approved.

20
21 **Section 10.10.2.**

22 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
23 on leave of absence. However, vacation credits and sick leave shall not accrue while the
24 employee is on leave of absence.

25
26 **Section 10.10.3.**

27 If reduction of staff becomes necessary, an employee on leave of absence will be considered for
28 re-employment or reduction according to seniority and ability along with all other employed
29 personnel. Pay is terminated during time of leave of absence.

30
31 **Section 10.11. Family Medical Leave.**

32 The District shall follow the current federal law as to the qualifications and implementations of FMLA.
33 The most current and official information about FMLA can be obtained directly from the Department
34 of Labor website: www.dol.gov/general/topic/benefits-leave/fmla.

35
36 **RETURN TO WORK PROVISIONS**

37 The employee has the right to return to the same or equivalent position with the same benefits, working
38 conditions, and salary schedule placement.

39
40 The employee must provide the District thirty (30) days' advance notice where practicable. In the case
41 of a medical leave, the employee will be required to provide substantiation from a health care provider
42 certifying that he/she may return to work.

43
44 **Section 10.12. Paid Family Medical Leave (PFML).**

45 The District shall notify employees about the benefits available under PFML, in a place customarily
46 used to post other employee related notices. Employees will be required to file a claim for PFML
47 benefits with the Employment Security Division (ESD) at the following web address
48 paidleave.wa.gov/. All payments will come from the ESD.

Employees will be required to contact the Employment Security Guidelines to determine the amount of leave available. To qualify for PFML, employees shall meet minimum hours required in employment in Washington State during the qualifying period. Employment Security will determine the employee's eligibility and benefits. Employees should go to esd.wa.gov/paid-family-medical-leave/benefits or paidleave.wa.gov for all information pertaining to this leave. The District and employees shall pay premium costs as per state law.

Employees may be eligible, upon request, for supplemental benefit payments that would make up the difference between their regular wage and the benefit paid by PFML. Employees wishing to do so must communicate with Human Resources their intent to take such leave and adhere to all payroll documentation requirements and deadlines. The supplemental benefit shall be paid out at two (2) hours of the employee's available sick leave balance for each day the employee has an available balance and is out on PFML. Should the employee fall below two (2) hours of sick leave, the last day of supplemental benefit shall be the remaining balance of sick leave.

ARTICLE XI

VACATIONS

Section 11.1.

Upon the completion of the 2012-2013 bargain, vacations were dissolved, and a monetary value was incorporated into the wage.

ARTICLE XII

SENIORITY

Section 12.1.

The seniority of an employee in the bargaining unit shall be established as of the date on which the employee was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 12.2.

The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation.
- B. Discharge for any reason contained in this Agreement.
- C. Retirement.

Section 12.3.

Seniority rights shall not be lost for the following reasons without limitation:

- A. Time lost by reason of industrial accident, industrial illness, or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Any approved leave.

Section 12.4.

An open position is a newly created position, or a position vacated by a regular employee, or a position increased by more than sixty (60) minutes. In the event of a vacancy, the District will make a good faith effort to determine whether to fill the position within two (2) weeks of the vacancy. If the District determines to fill an open position, the District shall post the open position within two (2) weeks of the determination to fill the position. The positions will be filled no more than forty-five (45) calendar days after they are posted.

Section 12.4.1.

In the case of an open position created by increasing a position by sixty (60) minutes or more, the position will be filled in accordance with Section 12.5, provided employees may not apply for such position if the move would be a lateral move. If an employee with less hours applies and is selected for a position, the position vacated by that employee will be filled by the employee holding the position that was increased by sixty (60) minutes or more without further posting.

Section 12.5.

The employee with the earliest hire date shall have preferential rights regarding open positions when ability, qualifications, and experience are substantially equal with those individuals with less seniority.

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

Section 12.6. Layoff and Recall.

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds.

12.6.1. Layoff Procedures.

In the event of a necessary reduction in work force, the District shall first lay off probationary employees, starting with the probationary employee with the latest date of hire. If layoffs are required beyond this point, the District shall lay off starting with the least senior employees first. The only exceptions to seniority shall be in the case of employees who have specialized skills that no senior employees possess. Special skills are those skills included in the job description. In no case shall a new employee be employed by the District while there are laid off regular employees who are qualified for a vacancy or newly created position. The employee with the most seniority within the general job classification shall be the last to be laid off, and the first to be rehired. This provision does not in any way diminish the District's rights under Section 13.1 with regard to probationary employees. The District maintains its right to

1 discharge probationary employees at the District discretion. Time spent on the layoff list does
2 not count toward the completion of an employee's probationary period.

3 4 **12.6.2. Recall.**

5 Regular employees on layoff are to be placed on a reemployment list maintained by the District
6 according to seniority layoff ranking. Such employees are to have priority over junior
7 employees and outside hires, in filling an opening in the classification held immediately prior
8 to layoff. Employees on layoff status shall file their addresses in writing with the Human
9 Resources Department of the District and shall thereafter promptly advise the District in
10 writing of any change of address. A regular employee on layoff shall retain his/her seniority
11 and accrued benefits for purposes of recall for a period of two (2) years. Any employee on
12 layoff for more than two (2) years shall lose his/her seniority and any further rights under this
13 provision. In order to maintain a position in the layoff pool for the second year, a written letter
14 of intent to remain in the pool must be on file in the Personnel Office by June 1 preceding the
15 second school year.

16
17 Notices of recall shall be sent by certified or registered mail to the last known address as shown
18 on District records. Additionally, the District shall attempt to provide notification via
19 telephone. The recall notice shall state the time and date on which the employee is to report
20 back to work. It shall be the employee's responsibility to keep the District notified as to his/her
21 current mailing address and current telephone number. A recall employee shall be given three
22 (3) days from delivery of notice to the employee's address on file to notify the District of the
23 employee's intent to report to work. Provided that such notification is received within the three
24 (3) day period, the employee shall then be provided at least ten (10) days to report to work. The
25 District may fill the position on a temporary basis until the recalled employee can report for
26 work, providing the employee reports within the ten (10) day period. An employee may refuse
27 a position offered at a lower rate of pay or for a lower number of hours and shall maintain
28 his/her seniority rights and shall remain on the recall list. An employee who otherwise declines
29 recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and
30 may be removed from the recall list.

31
32 An employee on layoff shall have the right to purchase all insurance benefits provided regular
33 employees, for up to eighteen (18) months after layoff, by paying the premiums to the District.
34
35

36 **ARTICLE XIII**

37 38 **PROBATIONARY, TEMPORARY, & REGULAR EMPLOYEES**

39 **Section 13.1.**

40 Each new hire shall remain in a probationary status for a period of not more than one (1) year
41 following the hiring date. During this probationary period, the District may discharge the employee
42 without recourse to the grievance procedure. After serving the required probationary period in a
43 satisfactory manner, an employee shall be classified as a regular employee and be subject to demotion,
44 suspension, or dismissal only for cause. Additionally, all rights and duties contained in this Agreement
45 shall be afforded the employee retroactive to their hire date.
46
47

1 **Section 13.2. Definition of Employee.**

2 A. **Regular Employee**

3 An employee who is hired to work on a regularly assigned basis.

4
5 B. **Probationary Employee**

6 Probationary employees shall receive base salary, insurance benefits, sick leave, and holidays.
7 Probationary employees shall accrue no seniority until the satisfactory completion of the
8 probationary period, at which time seniority shall relate back to the first workday in the regular
9 position. Probationary employees shall be notified, in writing, when the probationary period is
10 satisfactorily completed.

11
12 C. **Temporary Employee**

13 An employee hired for a specific temporary assignment, or a specific time period, or to fill in a
14 position because of an employee on approved leave. A temporary employee receives no
15 medical benefits as per SEBB rules.

16
17 D. **Casual Substitute Employee**

18 Is one who is employed sporadically to fill a position of a full time, regular, or temporary
19 classified employee in an existing position. Casual substitute employees shall not be covered by
20 any of the terms of this Agreement, except as noted on the salary schedule. Casual substitutes
21 shall be paid as shown on Schedule A.

22
23
24 **ARTICLE XIV**

25 **NOTIFICATION TO NON-ANNUAL EMPLOYEES**

26
27
28 **Section 14.1.**

29 Should the District decide to non-renew a current employee for the next school year, the employee
30 shall be notified in writing prior to June 15 of the school year. Nothing contained herein shall in any
31 regard limit the operation of Article XV.

32
33
34 **ARTICLE XV**

35 **DISCHARGE OF EMPLOYEES**

36
37
38 **Section 15.1.**

39 The District shall have the right to discipline or discharge an employee for justifiable cause. Disputes
40 arising from discipline shall be resolved in accordance with the grievance procedure in Article XXIV.
41 If the District has reason to discipline an employee, it shall be done in private. The following
42 progression of employee discipline shall generally be followed: oral warning, written reprimand,
43 suspension, termination. Misconduct of a serious nature may result in omitting some of the progressive
44 discipline steps. The District will notify employees of their right to have a representative of the
45 Association present at a meeting that could result in disciplinary action. The administrator will notify
46 the employee of the purpose of the meeting prior to the actual meeting taking place. When a request
47 for representation is made, the employee shall have a reasonable period of time, not to exceed forty-
48 eight (48) hours, unless otherwise agreed upon between the parties, to obtain representation. If an

employee is to be disciplined based upon a complaint, the complaint shall first be disclosed to the employee within a reasonable time and the employee will be afforded an opportunity to respond.

Section 15.2.

The issue of justifiable cause shall be resolved in accordance with Article XXIV herein.

Section 15.3.

Possession, sale, delivery, or use of alcohol and/or controlled substances by employees on District property or at District sponsored events during the course of employment with the District is prohibited. Employees who violate this prohibition shall be subject to immediate discharge. Violation of this provision shall constitute just and sufficient cause for immediate discharge. (See Article XXI for alcohol and substance abuse policy.)

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.

Transfer of benefits from one school district to another within the State of Washington shall be in accordance with the current and prevailing state statute.

ARTICLE XVII

RETIREMENT

Section 17.1.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XVIII

INSURANCE

Section 18.1. SEBB.

The Employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by state law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of Employer funding will be payment of the retiree carve-out for all eligible employees.

The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts of the implementation of SEBB through labor management.

1 Eligibility

2 SEBB health care plans are available for individual employees who work a minimum of six hundred
3 thirty (630) hours , from September 1 through August 31 of each year as per SEBB benefit rules.
4

5 Programs

6 The regionally accessible health care programs provided by SEBB carriers will be available to
7 employees and will include:
8

9 Required (100% covered premium)

10 Vision

11 Dental

12 Basic Life

13 Basic Long-Term Disability

14 AD&D Insurance
15

16 Voluntary

17 SEBB medical plans
18

19 Other Benefits

20 Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and
21 other voluntary employee paid SEBB programs will be available to employees under terms as
22 determined by SEBB. The District will provide access to an Employee Assistance Program.

23 Other Non-SEBB programs are available to employees but are not funded from the amount
24 provided by the District.
25

26 The District and Association will mutually determine non-SEBB voluntary plans. These plans
27 may not be implemented without prior written agreement of the District and Association. A list
28 of the programs eligible for payroll deduction will be available upon completion at the District
29 payroll office.
30

31 Enrollment Period

32 Enrollment period will be determined year to year by SEBB from October 1 to November 15 or as
33 otherwise set by SEBB. When the enrollment ends, no insurance options may be added or deleted
34 during the contract year except for life events that meet the current SEBB special enrollment
35 requirements. If an employee fails to enroll within the open enrollment period, they will be placed on
36 the default medical, dental, and vision plans as determined by SEBB.
37

38 New employees hired after September 1 of each year are required to enroll or waive medical coverage
39 and elect mandatory dental and vision coverage no later than thirty-one (31) days from employee's
40 first day of work. Current employees that gain SEBB eligibility after September 1 are required to
41 enroll or waive medical coverage and elect mandatory dental and vision coverage no later than thirty-
42 one (31) days from first workday of new position or the date they reached six hundred thirty (630)
43 hours threshold in their current position
44

45 Termination of Benefits

46 A retiring employee's SEBB benefits will end the last day of the month prior to employee's official
47 retirement date with the Washington State Department of Retirement Systems (DRS). Employees must
48 notify HR of their official DRS retirement date. When an employee's resignation/termination takes

place during the school year, the employee's SEBB benefits will continue to the last day of the month in which resignation/terminations is effective. An employee who works less than twelve (12) months and resigns/terminates as of the first day of school year should consult with payroll for the effective date to provide maximum SEBB benefits, prior to submitting their resignation/termination letter.

Sharing Health Care Contributions and VEBA

SEBB does not allow for dual coverage within SEBB. Spouses/state registered domestic partners who are both employees of the District may choose to enroll both employees for medical coverage under one (1) SEBB account along with medical and required benefits for their dependents. However, each employee must register for dental, vision, and other required benefits under their own SEBB account.

All regular and probationary employees of the bargaining unit as of September 10 of each year shall be distributed a one-time payment of four hundred dollars (\$400.00) to the employee's individual VEBA account no later than October 31.

ARTICLE XIX

IN-SERVICE TRAINING

Section 19.1.

A regular employee wishing to upgrade to the job classification of Kitchen Manager will be required to attend and satisfactorily complete the Yakima Food Services Managers Training Program to include on the job training as outlined by the Food Service Management Child Nutrition Director/designee. Comparable on the job training may be accepted in lieu of the formal training program on the approval of the Child Nutrition Director/designee.

Section 19.2. Staff Development.

The Child Nutrition Director/designee shall annually work with the Association In-service Committee to establish an in-service training program for all Association employees. The District shall allocate seven thousand five hundred dollars (\$7,500.00) which may be used in combination in any of the following areas:

Section 19.2.1.

To provide in-service training inside and outside of the regular workday, professional day(s) and prior to the beginning of school. Employees attending staff development activities, in-service, and trainings during the regular workday shall be paid their regular hourly rate. Activities can include instruction/training to enable District employees to become bilingual/biliterate as well as activities which will assist the employee in meeting the District requirements for advancement. The parties recognize opportunity for in-service inside the workday will be limited.

Mandatory trainings, staff, and Kitchen Manager Meetings etc. held outside the regular workday shall be governed by Articles VII and VIII.

Section 19.2.2.

To reimburse employees for the costs of pre-approved, job-related course work at an accredited institution and for related supplies and materials. The District will provide this payment upon

1 completion of the course provided the course work is completed at grade C or above. Any
2 employee receiving financial assistance for a course shall not be eligible for reimbursement for
3 the same course. Employees may be reimbursed for more than one (1) course per year,
4 provided dollars are available and, provided pending applicants who have not taken a course
5 within the year are given priority over those wishing to claim reimbursement for more than one
6 (1) course.

7
8 **Section 19.2.3.**

9 To provide travel expenses for employees to attend job related professional conferences. If a
10 substitute is required, the substitute cost will be paid by staff development funds.

11
12 **Section 19.2.4.**

13 A committee to monitor staff development and expenditures shall be established consisting of
14 District and Association representatives. The committee will annually establish a calendar and
15 a staff development budget utilizing the above funds. Any unused funds up to two thousand
16 dollars (\$2000.00) annually from budgeted amount shall carry over for use in the next school
17 year up to a maximum total accumulation of ten thousand dollars (\$10,000.00).

18
19
20 **ARTICLE XX**

21
22 **POSITION DESCRIPTIONS**

23
24 **Section 20.1.**

25 The District will provide the Association with complete job descriptions for all employees subject to
26 this Agreement. Should the District elect to modify a job description, the Association President will be
27 notified.

28
29 **Section 20.2.**

30 The District will provide the Association with such amendments, changes, and additions to job
31 descriptions as they may from time to time occur, prior to implementation, and shall engage in
32 discussions/negotiations upon request.

33
34 **Section 20.3.**

35 Central Kitchen is defined as being a kitchen that prepares meals for off-campus serving and/or
36 kitchens preparing and servicing four (4) or more servicing lines on campus.

37
38
39 **ARTICLE XXI**

40
41 **ALCOHOL & DRUG POLICY**

42
43 **Section 21.1. Purpose.**

44 The District has a strong commitment to provide a safe work environment for its employees and to
45 establish programs promoting high standards of employee health and safety. Consistent with that
46 commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and
47 the right of the District to screen or test employees to determine the presence of alcohol and/or
48 controlled substances.

1 **Section 21.2. Prohibition Regarding Alcohol and/or Controlled Substances.**

2
3 **Section 21.2.1.**

4 The unauthorized use, sale, transfer, or possession of alcohol, drugs, controlled substances
5 and/or “mood altering” substances (except the possession or use of prescribed medication,
6 verifiable by a current, properly issued prescription) during work hours (including meal and
7 rest periods), on District property, in District vehicles, or in personal vehicles while conducting
8 District business, is prohibited. Violation of this section of the Agreement is just and sufficient
9 cause for immediate discharge.

10
11 **Section 21.2.2.**

12 Reporting for work or becoming intoxicated during working hours through the use of alcohol,
13 drugs (including prescribed medication), controlled substances and/or “mood altering”
14 substances is prohibited. Violation of this section of the Agreement will result in disciplinary
15 action, which may include discharge.

16
17 **Section 21.2.3.**

18 An employee utilizing prescribed and/or over the counter medication(s) that could adversely
19 affect job safety or performance must immediately report that fact to Child Nutrition
20 Director/designee. Knowledge of cautions and warnings printed on the medication container
21 label are the sole responsibility of the employee. Consultation with the employee’s attending
22 physician concerning the effects a substance may have on that employee may be appropriate.

23
24 In the event the employee does notify the Employer immediately upon reporting to work of the
25 fact that such medication is being or will be taken, but does not immediately submit a
26 physician’s release, the Employer may determine that the effects of any over the counter or
27 prescribed medication may, under the circumstances, impair the employee’s ability to safely,
28 properly, and effectively perform the employee’s duties and may decline to permit the
29 employee to work until the effects of the medication subside to an acceptable level. In cases
30 where the employee is instructed by the Employer to remain off work due to the possible side-
31 effects of over the counter or prescription medication, the employee may utilize earned, but
32 unused, sick leave benefits in accordance with the Employer’s sick leave policy. Violation of
33 this section of the Agreement will result in disciplinary action, which may include discharge.

34
35 **Section 21.3. Current Employee Substance Abuse Testing.**

36 The applicable substance abuse testing procedures outlined below will be initiated if one of the
37 following events occurs.

38
39 **Section 21.3.1.**

40 Management personnel concludes through objective observation, investigation, and evaluation
41 that an employee is under the influence or impaired by the use of alcohol, drugs and/or
42 controlled substances.

43
44 **Section 21.3.2.**

45 Where an employee is involved in any accident due to the action, inaction, or inattention of the
46 employee.

Section 21.3.3.

When the employee is required to submit to a Federal Department of Transportation-mandated physical examination, in which case the District agrees to provide written notice of the impending substance abuse test a minimum of seven (7) days prior to the date the employee is required to submit to the test.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the District and the Union.

Section 21.4. Substance Abuse Testing Procedures.

Section 21.4.1.

Employees suspected of being under the influence of illegal drugs or alcohol during duty hours may be required to submit to drug testing at the request of Child Nutrition Director/designee. The parties agree to adhere to the Department of Transportation's (DOT) cutoff levels when screening specimens to determine whether the samples are negative for these drugs or classes of drugs:

- | | |
|-----------------------|-----------------------|
| • Substances | • Methadone |
| • Amphetamine | • Methaqualone |
| • Barbiturates | • Opiates |
| • Benzodiazepines | • Phencyclidine (PCP) |
| • Cannabinoids | • Propoxyphene |
| • Cocaine metabolites | • Ethyl Alcohol |

The Employer will transport the suspected employee to a pre-determined testing facility.

Section 21.4.2.

The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.

Section 21.4.3.

The employee will provide a urine sample, a blood sample, or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in Section 21.4.1.

Section 21.4.4.

Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident, or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in Section 21.4.1 above are present in the employee's blood.

However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a

twenty-four (24)-hour time frame, that action will result in disciplinary measures, which may include discharge.

Section 21.4.5.

After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated.

Section 21.4.6.

All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.

Section 21.5. Self-Recognized Substance Abuse.

Employees with a substance abuse problem must immediately notify Child Nutrition Director/designee of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 21.4 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 21.2.3.

Section 21.6. Employer Conducted Searches.

The District reserves the right to conduct, for reasonable cause or suspicion, searches of District property, District vehicles, or District equipment at any time or place and seize, examine, and test any property found as a result of any searches of those areas. Failure to cooperate with these procedures without just cause will be grounds for discharge.

ARTICLE XXII

MAINTENANCE OF MEMBERSHIP

Section 22.1.

The District will make a payroll deduction for Association dues and assessments upon receipt of a written, e-signed, or emailed authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100 and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

1 The Association will refund to the District any amounts paid to it in error.

2
3 The Association and its affiliates will defend, indemnify, and hold the District harmless against any
4 claims made, and any suit instituted against the District on account of any check-off of Association
5 dues or requirement that employees pay membership.

6
7 **Section 22.2.**

8 The District shall deduct PSE regular dues from the pay of any employee who authorizes such
9 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted
10 to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.
11 Further, the District shall submit in electronic format to membership@pseofwa.org with the following
12 information: name, address, phone number, hourly rate of pay, hours worked, anticipated gross pay,
13 dues status (regular dues or non-dues payer), employment status (LOA, etc.).

14
15
16 **ARTICLE XXIII**

17
18 **CHECKOFF**

19
20 **Section 23.1.**

21 The District shall deduct PSE regular dues from the pay of any employee who authorizes such
22 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted
23 to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.
24 Further, the District shall submit in electronic format to Public School Employees of Washington/SEIU
25 Local 1948 the following information: name, address, phone number, dues status (regular dues or non-
26 dues payer), employment status (LOA, etc.).

27
28 **Section 23.2.**

29 The District shall payroll deduct once each year (in the month of October) local Chapter sunshine dues
30 and remit the check to the local Chapter Treasurer.

31
32
33 **ARTICLE XXIV**

34
35 **GRIEVANCE PROCEDURE**

36
37 **Section 24.1.**

38 Grievances or complaints arising between the District and its employees within the bargaining unit
39 defined in Article I herein with respect to matters dealing with the interpretation or application of the
40 terms and conditions of this Agreement shall be resolved in strict compliance with this article.
41 Grievances related to the interpretation and/or application of this Agreement when filed in the name of
42 the Association, or when filed by an individual when resolution can only be obtained through the
43 Superintendent or his/her designee, may be initiated at the Superintendent's level as provided
44 hereinafter. All grievances not brought to the attention of the District within twenty (20) business days
45 of the occurrence of the grievance shall be invalid and subject to no further processing.

1 **Section 24.2. Grievance Steps.**

- 2 • Step I - Informal with Child Nutrition Director/designee.
3 • Step II - Reduce to Writing - Submit to Child Nutrition Director/designee.
4 • Step III - Submit to Superintendent or Designee.
5 • Step IV - Submit to Arbitration.
6

7 **Section 24.2.1. Step I - Informal With Child Nutrition Director/Designee.**

8 The employee shall first discuss the grievance with Child Nutrition Director/designee. If the
9 employee wishes, the employee may be accompanied by an Association representative at such
10 discussion. All grievances not brought to Child Nutrition Director/designee in accordance with
11 the preceding sentence within twenty (20) business days of the occurrence of the grievance
12 shall be invalid and subject to no further processing.
13

14 **Section 24.2.2. Step II - Reduce to Writing - Submit to Child Nutrition Director/Designee.**

15 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
16 sub-section, the employee shall reduce to writing a statement of the grievance containing the
17 following within five (5) business days from the initial meeting with Child Nutrition
18 Director/designee.
19

- 20 A. The facts on which the grievance is based.
21 B. A reference to the provisions in this Agreement which have been allegedly violated.
22 C. The remedy sought.
23

24 The employee shall submit the written statement of grievance to Child Nutrition
25 Director/designee for reconsideration and shall submit a copy to the official in the
26 administration responsible for personnel. The parties will have five (5) workdays from
27 submission of the written statement of grievance to resolve it by indicating on the statement of
28 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
29 sign it.
30

31 **Section 24.2.3. Step III - Submit to Superintendent or Designee.**

32 If no settlement has been reached within the five (5) business days referred to in the preceding
33 subsection, and the Association believes the grievance to be valid, a written statement of
34 grievance shall be submitted within ten (10) business days to the District Superintendent or a
35 designee. After such submission, the parties will have ten (10) business days from submission
36 of the written statement of grievance to resolve it by indicating on the statement of grievance
37 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
38

39 **Section 24.2.4. Step IV - Submit to Arbitration.**

40 If no settlement is reached in accordance with subsection 24.2.3, the Association shall have ten
41 (10) business days to submit the matter to arbitration. If the matter is submitted to arbitration,
42 the parties shall select an impartial arbitrator within ten (10) business days after the request is
43 made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able
44 and willing to serve, either party may, within five (5) business days thereafter, request the
45 Public Employment Relations Commission to submit a list of seven (7) disinterested persons
46 who are qualified and willing to act as an impartial arbitrator. From that list, within five (5)
47 business days after its receipt, the parties shall flip a coin to determine who shall strike the first

name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

Section 24.2.5.

The arbitrator shall commence hearings within a reasonable period of time after selection and shall render an award in writing within thirty (30) calendar days. The award of the arbitrator, together with written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The arbitrator is not vested with the power to change, alter, modify, add to, or subtract from this Agreement in any of its parts.

Section 24.2.6.

The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Association. All other costs, attorney's fees, and expenses shall be borne by the party incurring them.

Section 24.3.

The grievance discussion shall take place whenever possible as close to the end of the workday as possible. The Employer shall not discriminate against any individual employee or the Association for taking action under this article.

ARTICLE XXV

SALARIES

Section 25.1.

Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 25.2.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 26.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 25.3.

Payroll warrants shall be issued to each employee on the last workday of the month exclusive of Saturdays, Sundays, and holidays. Such payroll warrants shall be automatically deposited to the employee's local bank or savings institution on the payroll date.

Section 25.4.

All employees working four (4) hours or more per day shall receive twelve (12) equal paychecks per year. Kitchen Manager positions may be eight (8) hours per day. In the event these positions are less than eight (8) hours, the parties agree to meet and discuss implementation. All current eight (8) hour Kitchen Manager positions as of September 2007 shall not be reduced unless the current employee has vacated, and then only after discussion as noted above.

Section 25.4.1.

All employees working less than four (4) hours per day shall receive ten (10) equal checks per year (September - June). Any additional work hours beyond their regular hours per day will be submitted on a timesheet or through WESPAC True Time.

Section 25.5.

The wages set forth on Schedule A for the 2024-2027 Contract term shall contain the following wage improvements:

- 2024-2025 Schedule A is amended as attached, 4%.
- 2025-2026 Schedule A shall have an additional 3% or IPD, whichever is greater.
- 2026-2027 Schedule A shall have an additional 3% or IPD, whichever is greater.

ARTICLE XXVI

TERM

Section 26.1.

The term of this Agreement shall be September 1, 2024, to August 31, 2027.

Section 26.2.

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

Section 26.3.


This Agreement shall not be reopened during its term except by mutual agreement; provided, that at the request of either party, this Agreement will be reopened in response to legislative changes that require practices in direct conflict with this Agreement.

Should any section of this Agreement be found to violate the law, the parties agree to reopen this Agreement to bargain a replacement provision.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

YAKIMA FOOD SERVICE CHAPTER

BY: 
Michelle Werts, Chapter President


DATE: 07/10/24

YAKIMA SCHOOL DISTRICT #7

BY: *Dr. Trevor Greene*
Dr. Trevor Greene, Superintendent

DATE: 08/13/24

SCHEDULE A, 2024-2025
YAKIMA FOOD SERVICE PSE
SEPTEMBER 1, 2024 – AUGUST 31, 2025

	STEP I	STEP II	STEP III	STEP IV	STEP V
	<i>Years 1-4</i>	<i>Beginning Year 5</i>	<i>Beginning Year 10</i>	<i>Beginning Year 15</i>	<i>Beginning Year 20</i>
	Hourly	Hourly	Hourly	Hourly	Hourly
FOOD SERVICE POSITIONS					
H.S./M.S. Central Kitchen Manager	\$24.18	\$25.15	\$26.15	\$27.19	\$27.87
M.S. Kitchen Manager	\$23.33	\$24.25	\$25.22	\$26.24	\$26.89
Stanton Kitchen Manager	\$23.04	\$23.96	\$24.92	\$25.92	\$26.57
Elementary Kitchen Manager	\$22.76	\$23.66	\$24.61	\$25.60	\$26.24
BARISTAS/COOKS					
Barista/Cook	\$20.80	\$21.63	\$22.50	\$23.40	\$23.98
COOKS					
Cook	\$20.48	\$21.30	\$22.15	\$23.04	\$23.61
SUBSTITUTES					
Cook	\$18.33				
STIPEND:					
Level 1 Certification - additional \$0.75 per hour					
School Nutrition Association Certification					
Associates degree - all employees \$0.50 per hour					