

COLLECTIVE BARGAINING AGREEMENT BETWEEN
RICHLAND SCHOOL DISTRICT #400
AND
PUBLIC SCHOOL EMPLOYEES OF RICHLAND
NUTRITION SERVICES

SEPTEMBER 1, 2018 - AUGUST 31, 2021



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Richland School District Number 400 (hereinafter "District") and Richland Nutrition Services, an affiliate of Public School Employees of Washington (hereinafter "Association").

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:

A R T I C L E I

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

Section 1.1.

The District hereby recognizes the Association as the exclusive representative for all employees in the bargaining unit described in Section 1.3 below, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained therein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable includes all classified employees in the Nutrition Services Department. Excluded: Nutrition Services Director.

Section 1.3.1. Definitions.

1. Workdays - defines the days included in the contract year for Nutrition Services, including summer.
2. Calendar Days - defines the universally recognized calendar of months and days.
3. Business Days - defines the days the RSD Administrative Offices are open for business.
4. Substitute Classified Employee - Substitute employees doing bargaining unit work who work more than one-sixth (30 cumulative days = 1/6th of the school year) of the normal academic year in any twelve (12) month period and continue to be available for work, shall receive 90% of the FS Worker II rate as shown on Schedule A and shall receive no other benefits.
5. Temporary Position - is a bargaining unit position that is projected to be at least thirty (30) workdays and continue for ninety (90) workdays or less and is due to an increase in workload or special projects. If the position requires an extension beyond the ninety (90) days described above, the parties shall meet and confer with regard to the position being re-

1 posted as continuing and seniority applied on the ninety-first (91st) day. Current employees
2 can fill these positions only when it results in an increase of pay (level) or hours and shall
3 be returned to their permanent positions upon completion of a Temporary Position. In the
4 event a regular classified employee is awarded the temporary position, their position shall
5 be filled with a substitute for the duration of the temporary position. Temporary Positions
6 shall be posted only if projected to last more than thirty (30) workdays.
7

- 8 6. Replacement Employee - is an employee who fills a position created by an employee on a
9 leave of absence for a minimum of ninety (90) workdays.
10
11 A. The Association Leadership shall be notified of replacement positions prior to posting.
12 B. Replacement employees shall be eligible for benefits as per Section 12.2.
13 C. Current employees in replacement positions shall retain and accrue benefits.
14 D. Current employees who take Replacement Positions will be returned to their previously
15 held position at the conclusion of the leave.
16 E. Seniority will be applied to the replacement employee.
17 F. Newly hired replacement employees will be placed in lay-off status when the employee
18 on leave returns to their position according to the current collective bargaining
19 agreement.
20

21 **Section 1.4.**

22 All cashiering and Nutrition Services food preparation/serving work shall be assigned exclusively to
23 positions in this bargaining unit. This does not preclude use of student volunteers at present levels.
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27 **ARTICLE II**

28 **RIGHTS OF THE EMPLOYER**

29 **Section 2.1.**

30
31 It is agreed that the customary and usual rights, powers, functions, and authority of management are
32 vested in management officials of the District and its delegated representatives. Included in these rights
33 in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is
34 the right to hire, promote, demote, retain, transfer, and assign employees in positions; the right to
35 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
36 release employees from duties because of lack of work or for other legitimate reasons. The District
37 shall retain the right to maintain efficiency of the District operation by determining the methods, the
38 means and the personnel by which operations undertaken by the employees in the unit are to be
39 conducted.
40
41

42 **Section 2.2.**

43 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
44 District. All rules and regulations relating to Personnel Policies, procedures, and practices, and matters
45 of working conditions shall be in accord with this Agreement.
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ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1.

It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to join and assist the Association. The District and the Association will not, directly or indirectly, interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

Section 3.2.

Each employee shall have the right to bring matters of concern of the membership to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

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

Section 3.4.

Neither the District nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual and without danger to the health or safety of the physically handicapped person or others.

Section 3.5.

There shall be one (1) official personnel file for each employee and it will be kept in the District Personnel Office. Each employee shall have the right to see material placed in his/her personnel file, provided the request is made at the District Personnel Office during normal working hours. During the review, the employee shall be allowed to copy materials and may make an inventory of the materials in the file. Derogatory material contained in the personnel file shall be removed, upon request, two (2) years after its placement in the file, provided there are no related violations. The employee shall have the right to respond, in writing, to any materials in the file, and such response shall become part of the file. Evaluations and Disciplinary letters referencing offenses against children shall be retained in personnel file indefinitely.

Section 3.6.

Each employee retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association, or to the Public School Employees of Washington.

Section 3.7.

The District shall provide orientation of new employees within the first month of employment. Orientation shall include, but not limited to the following:

1. Job description.
2. Discussion of pay scale/including employee's expected rate.
3. Explanation of insurance, retirement, and leave benefits.

1 Each employee shall be provided a new employee orientation packet the first month of employment, to
2 contain the following:

- 3
4 1. All District forms/paperwork required for new employees.
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8 ARTICLE IV

9 RIGHTS OF THE ASSOCIATION 10

11 **Section 4.1.**

12 The Association has the right and responsibility to represent the interests of all employees in the unit,
13 to represent its views to the District on matters of concern, and to enter into collective negotiations
14 with the object of reaching an agreement applicable to all employees within the bargaining unit. The
15 Association shall be consulted with respect to the manner and method of any reduction in force
16 because of lack of work or other legitimate reason.
17

18 **Section 4.1.1.**

19 The Association shall be promptly notified by the District of any grievances or disciplinary
20 action of any employee in the unit in accordance with the provisions of Discharge and
21 Grievance procedure Articles contained herein. The Association is entitled to have observers at
22 hearings and discussions conducted by any District official or body arising out of grievance and
23 make known the Associations views concerning the case.
24

25 **Section 4.1.2.**

26 The Association reserves and retains the right to delegate any right or duty contained herein to
27 appropriate officials of the Public School Employees of Washington.
28

29 **Section 4.2.**

30 Seniority lists will be updated by November 1st of each year. A copy of the list will be provided to
31 every employee and the Association. The Association will have access to other public information on
32 request at the District business offices during regular business hours in accordance with state and
33 federal laws and regulations. Names, positions and hire dates of persons employed after November 1st
34 shall be reported to the Association within ten (10) workdays of hire date.
35

36 **Section 4.3. Orientation**

37 The District will provide an opportunity for a PSE representative to be included in any general
38 orientation meeting for new employees. In case there is no meeting, the District shall provide the
39 Association a paid thirty-minute (30) meeting for all new hires during the bargaining unit employees'
40 work time within two (2) weeks of their hire date. The Union president or designee shall be granted
41 paid release time to conduct this meeting; this time shall not count toward the release time outlined in
42 Article IV, Section 4.3.
43

44 **Section 4.4.**

45 The President of the Association and his/her designated representative will be provided time off
46 without loss of pay to attend meetings which the Administration judges is in the best interest of the
47 District.
48

1 **Section 4.5.**

2 Twice annually, on timely request of the Association, the District shall provide Public School
3 Employees of Richland Nutrition Services with the following information regarding each employee in
4 the bargaining unit: Name, position, hire date, hourly rate, hours worked per year/per day and annual
5 pay.
6

7 **Section 4.6.**

8 The Association field staff, upon making their presence known to the District, shall have access to the
9 District premises during business hours, provided, that no conference or meetings between employees
10 and Association representatives will in any way hamper or obstruct the normal flow of work.
11

12 **Section 4.7.**

13 The President of the Association and designated representatives will be provided time off without loss
14 of pay to a maximum of five (5) workdays per year to attend regional or state meetings when the
15 purpose of those meetings is in the best interest of the District as determined by the District
16 administration.
17

18 **Section 4.8. Bulletin Boards.**

19 The District shall provide bulletin board space in each building for the use of the Association. The
20 bulletins posted by the Association are the responsibility of the officials of the Association. Each
21 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
22 bulletins may not be posted. There shall be no other distribution or posting by employees or the
23 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
24 property, other than herein provided. The responsibility for the prompt removal of notices from the
25 bulletin boards after they have served their purpose shall rest with the individual who posted such
26 notices. This section does not preclude the use of the interschool mail system for Association business.
27

28 **Section 4.9.**

29 With prior approval, those employees participating in cross training (when training an employee for a
30 higher classification), as the trainer, shall receive an additional twenty-five (\$0.25) cents per hour
31 when performing training duties.
32

33 The trainer shall be the employee within the kitchen who has the most seniority that pertains to the
34 position they are cross-training for, if the most senior person does not want to train and there is another
35 available employee the process of trainer selection would go from most senior to least senior.
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38

39 **ARTICLE V**

40 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

41 **Section 5.1.**

42 It is agreed and understood that appropriate matters for consultation and negotiation are grievance
43 procedures, wages, hours, and working conditions.
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1 **Section 5.2.**

2 It is further agreed and understood that the District will consult with the Association, and meet with the
3 Association upon its request, in the formulation of any changes being considered in existing benefits,
4 policies, practices and procedures.
5

6 **Section 5.3.**

7 In the event that a new job category is established, the wage rate shall be negotiated with the
8 Association before it is established. In the event that good faith negotiations result in impasse, the
9 District will implement the proposed wage rate.
10

11 **Section 5.4.**

12 The Association will be included in the distribution of the final draft of the school calendar. The parties
13 shall bargain upon request of the Association with regard to calendar impacts.
14
15

16
17 **ARTICLE VI**

18
19 **ASSOCIATION BUSINESS**
20

21 **Section 6.1. Labor Management Committee.**

22 The Labor/Management committee shall consist of the Association President and three (3) Association
23 members, the Nutrition Service Director and two (2) representatives from the District. Additional
24 members may be asked to attend based upon specific topics. The committee shall meet at mutually
25 agreed dates and times not less than quarterly at a District supplied space. If outside of their normal
26 work time, employees will be paid up to a maximum of one (1) hour of their regular pay rate. The
27 purpose of the meetings is to discuss issues arising in the day-to-day operation of the department.
28 These meetings shall not change or otherwise impact the collective bargaining agreement or take the
29 place of negotiations.
30

31 **Section 6.2.**

32 Association representatives will be allowed sufficient time during working hours to discuss with
33 employees grievances and appropriate matters directly related to working situations in their area.
34 Association representatives will guard against the use of excessive time in the handling of such
35 matters.
36

37 **Section 6.3.**

38 Association representatives may receive and investigate to conclusion complaints or grievances of
39 employees, and thereafter advise employees of rights and procedures outlined in this Agreement and
40 applicable regulations or directives for resolving the grievances or complaints. The Association may
41 consult with the District on complaints without a grievance being made by an individual employee and
42 may pursue the matter to conclusion.
43

44 **Section 6.4.**

45 When formal meetings are held between the District and the Association, each party shall be
46 responsible for preparing its own minutes.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The workweek shall normally be weekdays (Monday through Friday). If an employee works on Saturday or Sunday, the employee will be paid per Section 7.1.2. Under emergency situations, the District has the authority to compel employees to work on unscheduled times.

Section 7.1.1.

Each employee shall be assigned to a regular shift and workweek. Beginning and ending times may vary according to building and student schedules.

Section 7.1.2.

Overtime is one and a half (1.5) times the hourly rate. Overtime will be paid for all hours worked over forty (40) hours per week. All overtime must have prior approval of the Nutrition Services Director. Employees will not be assigned to a work schedule that flexes their daily hours worked in a day for the purpose of circumventing overtime hour's accrual.

Section 7.1.3.

Each employee shall be provided breaks and lunch periods as follows:

1. Each employee who works 3.5 – 3.75 consecutive hours will be entitled to one (1) 15 minute paid break.
2. Each employee who works 4 – 4.75 consecutive hours will be entitled to one (1) 20 minute paid lunch break.
3. Each employee who works 5 – 6.75 consecutive hours will be entitled to one (1) 20 minute paid lunch break and one (1) 15 minute paid break.
4. Each employee who works 7 consecutive hours or more will be entitled to one (1) 20 minute paid lunch break and two (2) 15 minute paid breaks.

Section 7.2.

Employees, who attend staff meetings, and/or in-service training programs, will be paid at the employee's hourly rate of pay for meetings held outside the normally scheduled work shift.

Section 7.3.

Regular qualified personnel from within the same kitchen shall be given preference in filling vacancies caused by regular employees' intermittent absences from work. These absences are defined as those normally filled by a substitute (Section 1.3.). Selection for filling these absences will be based on seniority and availability, except those positions whose duties require them to fill in for Kitchen Managers (NSW II).

Section 7.4.

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received in the higher classification.

1 **Section 7.5.**

2 Employees requested to work in a job normally filled by a lower classification employee shall not
3 suffer a reduction in wages.

4
5 **Section 7.6.**

6 Call-back time shall be for not less than two (2) hours at the appropriate rate.

7
8 **Section 7.7. Special Functions.**

9 The District prepares food for events other than school lunch and breakfast programs. On those
10 occasions, school personnel will be used to prepare and serve food. In all cases of special functions, the
11 District reserves the right to allow user groups to utilize volunteers or other school employees to serve
12 food.

13
14 All special function assignments will be awarded to the most senior employee(s) at that site. In the
15 event no employee at the site is available the work shall be awarded to the designated catering
16 employee (only if needed to fulfill the floater/caterer weekly contract hours) and then offered to
17 employees on the catering list (See Section 7.7.1.).

18
19 When an employee is called-out (has left the school and is scheduled or called back to work) the
20 employee will be paid no less than two (2) hours of pay at the higher of the special function/catering –
21 hourly rate or their normal rate (including overtime premium if applicable).

22
23 The preparation and production for special events that occur adjacent to regular schedule work hours
24 will be paid at the higher of the special function/catering - hourly rate or their regular rate (including
25 overtime premium if applicable) for all additional time worked with no minimum amount of time.

26
27 It is understood that, from time to time, District facilities are rented out including kitchens and
28 cafeterias. In cases where District equipment is not used for food preparation, the bargaining unit may
29 not be required; however, the District may require, as a condition of renting facilities, the inclusion of
30 Nutrition Services employees to assist, monitor, and supervise the activities. In cases where the
31 District's kitchens and equipment are used for food preparation, Nutrition Service staff will be used.

32
33 **Section 7.7.1. District Catering.**

34 The floater/caterer will be the primary person responsible for preparing and serving food for
35 District Catering events. To identify additional staff to assist in District Catering events (for
36 multiple or large events or when the floater/caterer is not available) the Nutrition Services
37 office will collect and maintain a list of individuals interested in performing catering work
38 (building functions and/or District level catering). The list will be maintained in order by
39 seniority and updated on September 1st of each year with new names added to the bottom of the
40 list as received after September 1st. Names will be called in sequential order with work
41 distributed by equal numbers of opportunities.

42
43 **Section 7.8.**

44 Kitchen Manager hours shall be a minimum of four (4) hours per day. It will be a prerequisite
45 requirement for Kitchen Managers hired after September 1, 2010 to currently have and maintain Serve-
46 Safe certification. To maintain certification, recertification will be offered to all Kitchen Managers as
47 optional at three (3) years (following course completion) but required prior to expiration.

1 **Section 7.9.**

2 Nutrition Service positions will be advertised as follows:

- 3
- 4 • All additional time of two (2) hours or more will be advertised/posted for consideration.
 - 5 • Additional time between one (1) hour and one and three-fourths (1.75) hours (due to rounding
6 to the nearest fifteen (15) minutes) will be made available within the bargaining unit by
7 seniority and availability. Management will notify kitchens of the time availability and expect
8 interested employees to reply if they desire to be considered.
 - 9 • Additional time of less than one (1) hour - (15, 30 or 45 minutes) will be awarded within the
10 kitchen based on seniority and availability.
- 11

12 **Section 7.10.**

13 Employees are “contracted” on a 180-day basis exclusive of contractual leaves and holidays. The
14 Richland School District schedule incorporates both parent-teacher conferences and early release days.
15 All non-standard student days will be made up by staff in a schedule to be determined by the Nutrition
16 Services Director. Make-up days will be scheduled before school starts in August, during the school
17 year or after school ends in June, for cleaning and/or in-service training. Make up days will not be
18 scheduled more than one week prior to or one week after school is concluded. The schedule will be
19 determined by August 1st for the following school year.

20

21 **Section 7.11. Delayed Start.**

22 In the event there is a delayed start of school, the District shall make every effort to notify all
23 employees through the media and District web site.

24

- 25 • Employees who choose to come to work with the Director’s pre-approval have the option of
26 working their regular schedule.
 - 27 • Employees who report late or are absent will work with their supervisors to make up the time
28 resulting from the missed hours.
- 29

30

31 If employees arrive to work after a two (2) hour delay start and a decision is made to close school,
32 those employees will be released and will be paid a minimum of two (2) hours or actual time worked,
33 whichever is greater.

34

35 **Section 7.12.**

36 In the event that an employee is consistently time sheeting extra hours for two (2) weeks or more,
37 those times shall be incorporated into the shift as applicable, and after researched by the Nutrition
38 Services Supervisor in accordance with the provisions of this agreement, and any appropriate benefits
39 shall be applied. Employees shall use the attached form to track this time. A copy of this form shall be
40 sent to the District administration including Human Resources Director and Support Services Director.

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ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays.

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

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

Section 8.1.1.

Holiday pay is based upon your scheduled work hours and the base rate in effect at the time the holiday occurs. Extra hours and substitute hours do not qualify for holiday pay. Employees who are on active payroll must work their last assigned shift preceding the holiday and the first assigned shift succeeding the holiday to receive holiday pay. An exception to this requirement would be for an employee to be on approved paid leave.

ARTICLE IX

LEAVES

Section 9.1.

All requests for leave shall be submitted in writing to the Nutrition Services Director. Employees shall be notified in writing within five (5) business days of submission of leave request of approval or denial. Kitchen Managers shall be notified by the Director of all requests for leave.

Section 9.2.

Family Care: An employee is authorized to utilize sick leave for the following reasons (reference RCW 49.46.210): To provide care for a family member with mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or care for a family member who needs preventative medical care needed to provide care for a family member with a mental or physical illness, injury, or health condition. Family means any of the following:

- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild; or
- g. A Sibling

1 **Section 9.2.1. Illness, Injury and Emergency Leave.**

2 An employee working a minimum of one-hundred eighty (180) days per school year will be
3 credited with at least ten (10) days of sick leave per year. (See RCW 28A.400.300).
4

5 **Section 9.2.2.**

6 Each employee shall accrue one (1) day of sick leave per calendar month worked. Less than
7 full-time employees shall accrue prorated sick leave in accordance with average hours worked
8 per day and months worked per year. Provided, however, no employee shall accumulate less
9 than ten (10) days of sick leave per year. Sick leave benefits shall be paid in accordance with
10 the employee's normal daily work shift and rate of pay at the time the leave is taken. Sick leave
11 days are to be used when due to illness, injury, and emergency, as provided by
12 RCW 28A.400.300 and as provided hereinafter.
13

14 The District shall project the number of annual days of sick leave at the beginning of the school
15 year according to the estimated number of months the employee is to work during that year,
16 and the employee is entitled to that number of days of sick leave at the beginning of the school
17 year. Sick leave shall be vested when earned and shall be accumulated up to the number of days
18 in the employee's work year pursuant to state law. In the event that an employee terminates
19 employment with the District while having taken sick leave days projected, but not earned, a
20 deduction shall be made from the last paycheck in the amount of the salary and benefits for
21 those days (or fractions thereof). Such deduction will be made to cover the cost of extending
22 this leave in advance.
23

24 Probationary employees will receive one (1) day for each month worked during the probationary
25 period, to a maximum of three (3) days. At the end of the probationary period, they will receive
26 the prorated balance of days for the year.
27

28 Sick leave allocation for substitute employees will adhere to WAC 391-35-350.
29

30 **Section 9.2.3.**

31 A "day" is defined as being equal to the number of hours in the employee's regularly assigned
32 shift.
33

34 **Section 9.2.4. Washington State Paid Family Leave (PFML)**

35 PFML will be administered consistent with Washington State Law and will run concurrent with
36 Federal Family Medical Leave Act (FMLA) if the employee is eligible.
37

38 **Section 9.2.5. Sick leave Sharing**

39 Employees shall be entitled to sick leave sharing in accordance with all applicable State laws
40 (28A.400.380). Employees may receive sick leave donations from any Richland District
41 employee group. No employee is obligated to donate; however, employees may request donations
42 from any RSD employee group through the appropriate procedures.
43

44 **Section 9.3.**

45 Only when an employee exceeds five (5) days, the District may require verification that an employee's
46 use of paid sick leave is for an authorized purpose (reference RCW 49.46.210). The District may require
47 an employee to provide verification from a health care provider identifying the need for use of paid sick

1 leave for an authorized purpose. The District must not require that the information provided explains the
2 nature of the condition.

3
4 **Section 9.4. Sick Leave Buy-Back and Cashout.**

5 The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and rules
6 and regulations promulgated pursuant thereto are by this reference incorporated herein.

7
8 **Section 9.5. Bereavement Leave.**

9 Employees shall be allowed a maximum of five (5) days leave with pay for a death in the immediate
10 family or spouse's immediate family. Immediate family is defined as spouse, parents, step-parents,
11 guardian, brothers, sisters, children, grandparents and grandchildren. Bereavement leave is
12 noncumulative and not deducted from other leaves. Exception to the above may be granted on a case to
13 case basis and will not set a precedent.

14
15 The employee will submit, in writing, to the Executive Director of Human Resources, justification for
16 the number of days used.

17
18 Bereavement leave limited to one (1) day of leave with pay is hereby provided in case of absence caused
19 by death of (1) close friend, or (2) a relative not included in the "immediate family" definition above.
20 The single-day bereavement leave provided in this paragraph is limited to three (3) occasions per year.
21 Such leave is not accumulative.

22
23 **Section 9.6. Personal Leave.**

24 Each employee will be allocated three (3) days of personal leave each year, available in September.
25 These days are unrestricted wherein no reason need be given other than the word "personal."
26 Advanced notice shall be given by the employee taking this leave. This leave will be granted on a first
27 come, first serve basis. No more than one (1) person at each elementary building or two (2) people at
28 each secondary building may be gone on any given day.

29
30 Requests for leaves on the first or the last day of school shall be limited and addressed on a case by
31 case basis.

32
33 Two (2) days of leave in any one (1) year will be cumulative. The employee may bank two (2) days at
34 the end of June to have a maximum of five (5) days available in the next September. No more than five
35 (5) days may be used in the next year. Three (3) days may be cashed out at one-hundred percent
36 (100%) during the fiscal year. The employee may choose to convert two (2) days of personal leave to
37 sick leave at the conclusion of the school year rather than cash-out the days.

38
39 **Section 9.6.1. Emergency Leave.**

40 Emergency leave will be granted and will be deducted from sick leave. An emergency is
41 defined as a problem that must have been suddenly precipitated and must be of such nature that
42 preplanning was not possible, and of a nature that preplanning could not relieve the necessity
43 for the employee's absence.

44
45 **Section 9.7. Maternity/Child Care Leave.**

46 Upon application therefore, maternity leave shall be granted. Such leave shall commence at such time
47 as the employee and her medical advisor deem necessary. Employees granted maternity/child care
48 leave must return to work not later than one (1) year following the granting of the leave. Employees

1 granted maternity/child care leave may, at their option, be granted compensation in accordance with
2 Section 9.1.1. for that portion of the leave relating to delivery, recovery, and complications of
3 pregnancy or childbearing. Unpaid leave of absence will be granted for the child care portion of
4 maternity/child care leave. Before returning to work, the employee must be certified by her physician
5 as ready and able to return. The employee may not elect to return to work prior to the prearranged
6 completion date of maternity/child care leave without the District's approval to so return. Seniority
7 shall accrue during this leave.

8
9 **Section 9.8. Paternity Leave.**

10 An employee shall be granted leave of five (5) days, on or about the date of birth of the child of the
11 employee and spouse. Paternity leave is considered emergency leave and is deducted from sick leave.

12
13 **Section 9.9. Judicial Leave.**

14 In the event that an employee is summoned to serve as a juror, or subpoenaed to appear as a witness in
15 court on a case where they have no personal or financial interest, or is named as a codefendant with the
16 District, such employee shall receive a normal day's pay for each day of required presence in court;
17 provided, however, that any compensation received for such service shall be remitted to the District.
18 Such repayment shall not exceed the employee's normal daily pay, less bona fide expenses. In the
19 event that an employee is a party to a court action, such employee may request an unpaid leave of
20 absence or available paid leave.

21
22 **Section 9.10. Leave Of Absence.**

23 An employee may submit a written request to the Board of Directors for an unpaid leave of absence,
24 not to exceed one (1) year; a second (2nd) year may be granted for reasons of extended illness or
25 disability. Seniority rights shall not be lost during a leave of absence; seniority shall not accrue, except
26 as otherwise provided herein. Specific conditions, including prearranged return date, shall be included
27 with leave approval.

28
29 **Section 9.11. Military Leave.**

30 Employees shall be granted up to twenty-one (21) days of paid leave while participating in annual
31 active duty training as members of the National Guard or U.S. Armed Forces Reserve. However, these
32 employees are not entitled as a matter of right to a leave of absence to attend weekend or week night
33 military reserve meetings held during the employee's working hours.

34
35 **Section 9.12. Family Leave Act.**

36 Employees shall be granted family leave in accordance with District Policy 5320. Notwithstanding the
37 provisions of the Federal Family and Medical Leave Act (FMLA), the employer agrees to apply the
38 provisions of that Act to all employees in the bargaining unit who worked seven hundred twenty (720)
39 hours or more in the previous twelve (12) months regardless of whether they meet the eligibility
40 requirements contained in the FMLA.

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ARTICLE X

SENIORITY

Section 10.1.

The seniority of full-time and regular part-time employees within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in the Nutrition Services Department (hereinafter referred to as “hire date”) unless such seniority shall be lost as hereinafter provided.

Section 10.2.

An employee shall lose seniority for any of the following reasons:

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement;
- D. Layoff without recall for a period of twelve (12) months; or
- E. Failure to report following a recall or completion of a leave of absence.

Section 10.3.

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

- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves.

Section 10.4. Seniority.

The employee with the greatest seniority shall have preferential rights regarding shift selection, promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with the junior employee or other applicant. If the District determines that the seniority rights should not govern because the junior employee or other applicant possesses ability or performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization’s Grievance Committee Chairperson its reasons why the senior employee or employees have been bypassed.

Section 10.4.1.

Seniority rights shall commence with the employee’s date of hire into the Nutrition Services Department.

Section 10.4.2.

In the event of a tie in seniority dates of employees, the application date shall be used to establish seniority. In the event of a further tie, the parties shall use the drawing of lots.

Section 10.4.3.

Each new employee shall remain on a probationary status for a period of ninety (90) workdays following the hire date. Probationary employees are subject to discharge without review

1 through the grievance procedure. There is only one (1) probationary period. Changing Job
2 Classification does not invoke an additional probationary period.

3
4 **Section 10.5. Layoff.**

5 In the event of layoff, employees so affected are to be placed on a reemployment list, maintained by
6 the District according to seniority ranking. Senior employees who have been laid off are to have
7 absolute priority over junior employees on layoff status or new hires, in filling openings that occur
8 during the course of a one (1) year period, when minimum qualifications for the job are met. Names
9 shall remain on the reemployment list for one (1) year. Employees must contact the personnel office in
10 writing each sixty (60) calendar days after the date of layoff regarding their intent active for
11 reemployment. The District will provide PSE with advance notice and reasonable opportunity to
12 bargain layoffs and/or reductions in hours.

13
14 In emergency situations, as currently provided at law, the District will negotiate these matters with
15 PSE as soon after implementation as is possible.

16
17 Employees on layoff status shall file their addresses in writing with the personnel office of the District
18 and shall thereafter promptly advise the District in writing of any change of address.

19
20 **Section 10.6. Job Posting.**

21 The District shall publicize within the bargaining unit and to the general public the availability of open
22 positions. The position will be advertised for a minimum of five (5) workdays before selection is made.
23 From June 15th to August 15th notification of open positions will be for a period of ten (10) workdays.
24 Interested employees may contact the Job Line for vacancy notices. In the event the Job Line is
25 discontinued, employees may leave a self-addressed, stamped envelope with the Nutrition Services
26 Department for vacancies to be sent to their homes.

27
28 **Section 10.7. Promotion.**

29 A forty (40) workday trial period shall apply, with right to return to the previous permanent status
30 position.

31
32 **Section 10.8. Transfer of Experience.**

33
34 **Transfer of Washington State School District Experience.** Employees who leave any school District
35 within the State of Washington and commence employment or reemployment within a seven (7) year
36 period with the Richland School District shall retain the same longevity, leave benefits, and other
37 benefits (including years of experience on the salary schedule and vacation credit but excluding
38 seniority) that the employee had in her or his previous position unless the District's system for
39 computing such benefits differs from that of the previous school district, in which event the transferring
40 *in* employee shall be granted the same longevity, leave benefits, and other benefits (including years of
41 experience on the salary schedule and vacation credit but excluding seniority) as an employee in the
42 Richland School District who has similar occupational status and total years of service.

43
44 If a transferring *in* employee is hired into a classification different than the classification held at the
45 previous School District, the transferring *in* employee shall be granted the same longevity, leave
46 benefits and other benefits (including years of experience on the salary schedule and vacation credit,
47 but excluding seniority) as an employee in the Richland School District who made a change in
48 classification.

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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. Such discipline shall be progressive when appropriate, starting with a verbal warning, written reprimand, suspension, and then discharge. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a private manner.

Section 11.2. Notification to Non-Annual Employees.

Should the District decide to eliminate a position or to reduce hours of work for the upcoming school year, the District shall make every effort to notify the employee in writing by June 15th.

Section 11.3.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) week's notice of intention to layoff or reduce hours of work.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

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

Section 12.2.

Those employees projected to be working four (4) hours per day or more shall be eligible to receive a District contribution for their selected insurance benefits that is a prorated percentage of a full-time equivalent employee's District contribution. The percentage of full-time equivalence ("FTE") will be determined by projecting the expected work year for an employee and finding the percentage of that projection when compared to a full-time position. For purposes of insurance benefit calculation only, "full-time" is defined as one-thousand four hundred forty (1,440) annual hours.

The District insurance contribution for plans identified in the Article shall be as indicated in Schedule A and pooled for the school year beginning November 1st and continuing through October 31st.

The Health Care Authority contribution will be deducted from the pool; however, the District shall pay as indicated on Schedule A per FTE per month toward the HCA from non-pooled funds.

After each employee has made his/her selection of benefits under the program provided herein, remaining funds in the pool, if any exist, shall be available for distribution to cover employees requested coverage's. The amounts of pooled funds will be distributed by equal shares beginning with the smallest amount requested and thereafter repeating this function until all pooled funds are exhausted. The pool shall be set November 1st of each year and shall continue for twelve (12) months.

1 **Section 12.3.**

2 Insurance plans may be provided, deleted or changed by written mutual agreement between the District
3 and the Association.

4
5 Mandatory participation: Dental, and Vision and Life Insurance as provided.

6
7 Optional participation: Medical, Salary, or other approved insurance plans, as provided.

8
9 **Section 12.4.**

10 The enrollment period shall be for thirty (30) days and shall be completed October 1st of each school
11 year. Once enrollment is completed, no insurance options may be added or deleted during the school
12 year except for reasons associated with family status changes. Employees filling new positions and
13 hired after October 1st may elect insurance coverages from the plans available during the first (1st)
14 thirty (30) days of employment. Coverage for new employees shall begin after the first (1st) full month
15 of employment and shall continue for each month thereafter.

16
17 **Section 12.5.**

18 The District shall provide tort liability coverage for all employees subject to this Agreement.

19
20 **Section 12.6.**

21 The District shall cover employees with Worker's Compensation Insurance. Payment of premiums will
22 be shared by the District and the employee. Worker's Compensation and sick leave shall not exceed
23 the employee's normal rate of pay.

24
25 **Section 12.7.**

26 All employees subject to this Agreement shall be entitled to participate in District approved tax shelter
27 annuity plans. On receipt of a written authorization by an employee, the District shall make
28 contributions by withholding authorized deductions from the employee's salary and remitting same to
29 the selected plan.

30
31 **Section 12.8. Flow Through.**

32 Insurance contribution levels from state monies shall be passed along to employees in this bargaining
33 unit for each year of this contract.

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35
36
37 **ARTICLE XIII**

38
39 **EDUCATIONAL CREDITS**

40
41 **Section 13.1. Earned Credits.**

42 School Nutrition Service employees demonstrate professionalism by attaining and maintaining
43 certification to keep current in child nutrition programs and the nutrition service industry. Therefore,
44 the Richland School District Nutrition Services will fund the following Educational Credits program.
45 Failure to retain certification will result in the loss of incentive compensation. Staff earning new points
46 through additional training and approved by the Nutrition Services Director, will be eligible for
47 additional incentive compensation consistent with the following schedule:

Level	Course Hours Required	Increment per Hour
Initial	Initial certification 20 hours (Includes Serve-Safe Certification)	\$0.25
I	20 additional certified course hours	\$0.25 (total \$0.50)
II	20 additional certified course hours	\$0.25 (total \$0.75)
III*	20 additional certified course hours	\$0.25 (total \$1.00)

Totals: Initial certification plus eighty (80) additional course hours = a maximum of one (\$1.00) dollar incentive pay.

Starting with the 2019-2010 school year, employees with a BA, BS, or AA in a Nutrition Sciences field will be moved to level III of the course hours table as defined above. Official Transcript(s) must be submitted to the HR department by October 1st to receive the benefit for that contract year. Official transcript(s) are only required to be submitted once; the benefit continues.

This does NOT exclude the employee from earning and maintaining (i.e. the eight (8) clock hour requirement) Serv-Safe certification as required in their job description.

Continuing educational events must educate you to do better professionally and must be approved in advance by the Nutrition Services Director. To maintain any certification level eight (8) credit hours per year are required. These credits will also count towards total credits earned. A list of opportunities is available upon request.

As classroom space and substitute coverage are available, non-kitchen managers will be authorized to attend Serve-Safe training on work/in-service days with their contract hours being considered as served. The hours outside of their contract day will be considered as non-work time.

Pay Incentive: Clock hours are due August 30th of every year for pay incentives to be effective September 1st of the following school year. A summary sheet of the events, date, and number of clock hours is to be in the Nutrition Services office no later than September 1st for the incentive to begin that school year.

Grandfather Clause: Current employees receiving pay for earned credits on August 31, 2010 will not be adversely affected by the transition to the new earned credit program and will retain their current education credit level as long as they annually submit eight (8) credit hours. Grandfathered employees will be paid the higher of their grandfather rate or the rate under the new earned credit program.

Tuition Reimbursement: The District will create a five-thousand (\$5,000.00) dollar tuition reimbursement fund for employees taking college courses of 101 or higher. The parties agree to develop a protocol in Labor-Management prior to March 1, 2019.

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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

Section 14.1. Membership.

(Reference RCW 41.56.110) The Association, which is the legally recognized Exclusive Bargaining Representative of the classified employees as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of an authorization form), an amount equal to the fees and dues required for membership in the Association. The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restraint, retaliate, coerce or interfere against any employee in that process.

Section 14.1.1 Authorizations.

The District agrees to accept dues authorizations via written, voice authorization or by E-signature in accordance with “E-SIGN”. Public School Employees of Washington (PSE) will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

Section 14.2.

The dues deduction and authorization form shall remain in effect from year to year, shall be irrevocable unless revoked within the terms outlined on the Membership Authorization form. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of the school year or within thirty (30) days of the employee’s beginning date of employment. The District shall deduct voluntary political contributions from the pay of any employee who authorizes such deduction in writing pursuant to RCW 41.56.110.

Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of the Union in good standing, shall maintain his membership in the Union during the term of this Agreement unless membership is revoked through contact with the Union.

Section 14.3. Political Action Committee

The District shall, upon receipt of an authorization that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the Union dues transmittal check. Section 17.3. of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time by notifying PSE in writing. The Association shall make any notifications required by law to political contributions under WAC 390-17-110.

Section 14.4. Chapter Dues

In addition to the above fees, the Association may choose to vote to assess an amount of dues per pay period fee to be used for local Chapter operations. The Chapter President will notify the District annually regarding the amount of the Chapter dues. Such dues shall be deducted from each member's monthly paycheck and forwarded to the Association President.

1 **Section 14.5. Recordkeeping.**

2 PSE will provide a list of those members who have agreed to union membership. In addition, upon
3 request, the District shall have access to view or obtain a copy of the membership authorization. PSE
4 will be the custodian of the records related to Union membership/dues deduction Authorizations.

5
6 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-
7 keeping of those records.

8
9 **Section 14.6. Hold Harmless.**

10 The Association and Public School Employees of Washington/SEIU Local 1948 will indemnify, defend,
11 and hold the District harmless against any claims, suits, orders, and/or judgments against the District as
12 a result of the District's acceptance of authorizations for payroll deduction of dues and/or PSE's
13 representations regarding the existence of a valid membership authorization or voluntary political
14 contributions.

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18 **ARTICLE XV**

19
20 **GRIEVANCE PROCEDURE**

21
22 **Section 15.1.**

23 Grievances or complaints arising between the District and its employees within the bargaining unit
24 defined in Article I herein, with respect to matters dealing with interpretation or application of the
25 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
26 Nothing contained in this Article shall limit the right of employees to pursue adjustment of their
27 grievances according to RCW 41.56.080.

28
29 Grievances related to the interpretation and/or application of this Agreement when filed in the name of
30 the Association, or when filed by an individual when resolution can only be obtained through the
31 Superintendent or his/her designee, may be initiated at the Superintendents level as provided
32 hereinafter. The Nutrition Services Director will be notified when a grievance is initiated at the
33 Superintendent level. The parties may mutually agree to hold time lines in abeyance.

34
35 **Section 15.2. Grievance Steps.**

- 36 ➤ Step I (Section 15.2.1.) - Informal meeting with Director of Nutrition Services within thirty (30)
37 workdays of occurrence;
- 38 ➤ Step II (Section 15.2.2.) - Submit, in writing, to Executive Director of Support Services within ten
39 (10) workdays of conclusion of informal process;
- 40 ➤ Step III (Section 15.2.3.) - Submit to Superintendent or his/her designee within fifteen (15)
41 workdays of receipt of denial or non-response;
- 42 ➤ Step IV (Section 15.2.4.) - Submit to School Board within fifteen (15) workdays of receipt of
43 denial or non-response;
- 44 ➤ Step V (Section 15.2.5.) - Demand for arbitration within ten (10) workdays of Board decision.

45
46 **Section 15.2.1. Step I – Informal Meeting with Nutrition Services Director.**

47 Employees shall first discuss the grievance with immediate supervisor.

1 If employees so wish, they may be accompanied by an Association representative at the
2 discussion. All grievances not brought to the immediate supervisor in accordance with the
3 preceding sentence within thirty (30) workdays of the occurrence of the grievance shall be
4 invalid and subject to no further processing.
5

6 **Section 15.2.2. Step II – Reduce to Writing – Executive Director of Support Services.**

7 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding
8 subsection, the employee shall reduce to writing a statement of the grievance containing the
9 following:

- 10
- 11 A. The facts on which the grievance is based;
 - 12 B. A reference to the provisions in this Agreement which have been allegedly violated; and
 - 13 C. The remedy sought.
- 14

15 The employee shall submit the written statement of grievance to the Executive Director of
16 Support Services for reconsideration within ten (10) workdays of the informal meeting. A copy
17 shall also be submitted to the Executive Director of Human Resources and the Executive Director
18 of Support Services. The parties will have ten (10) workdays from submission of the written
19 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
20 If an agreeable disposition is made, all parties to the grievance shall sign it.
21

22 **Section 15.2.3. Step III - Superintendent or His/Her Designee.**

23 If no settlement has been reached within the ten (10) workdays referred to in the preceding
24 subsection, and the Association believes the grievance to be valid, a written statement of
25 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the
26 Superintendent’s designee. After such submission, the parties will have ten (10) 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 15.2.4. Step IV – School Board Level.**

32 If no settlement has been reached or the Superintendent or his/her designee has been non-
33 responsive, within the ten (10) workdays referred to in the preceding paragraph, a written
34 statement of the grievance shall be submitted within fifteen (15) workdays to the District Board
35 of Directors. The Board will meet within fifteen (15) workdays and render their decision within
36 ten (10) workdays after the meeting.
37

38 **Section 15.2.5. Step V – Arbitration.**

39 If no settlement has been reached within the ten (10) workdays referred to in the preceding
40 subsection, and the Association believes the grievance to be valid, the Association may demand
41 arbitration of the grievance within ten (10) workdays of the Board’s decision. Any dispute,
42 claim or grievance arising out of or relating to the interpretation or the application of this
43 Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules
44 of the American Arbitration Association. If mutually agreed, the parties may submit to
45 arbitration under other rules. The parties further agree to accept the arbitrator’s award as final
46 and binding upon them.
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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 16.2.

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

Section 16.3. Classification Titles and Definitions.

Modifications to current job descriptions shall only be implemented after discussion with the Association.

Section 16.4. Personal Vehicles.

Employees required to use their vehicles in the course of their work shall be indemnified in case of accident compensated at the District mileage rate, and any such use shall be at the option of the employee.

Section 16.5.

Longevity credit will be applied on the employee's anniversary date upon the completion of the employee's 10th, 15th, 20th, and 25th year.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement shall be September 1, 2018 to August 31, 2021.

Section 17.2.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits; and provided further that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement. The parties further agree that the insurance allocations shall be increased annually by the State Allocation with the HCA contribution as specified in Schedule A.

For 2018-2019, All employee salaries shall be increased by eight percent (8%).

For 2019-2020, All employee salaries shall be increased by three percent (3%).

For 2020-2021, All employee salaries shall be increased by three percent (3%).

1 In the Spring of 2019, the District and the Association will negotiate the impact of SEBB Legislation.

2
3 **Section 17.3.**

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

6
7 **Section 17.4.**

8 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
9 State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the
10 effective date of this Agreement.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

RICHLAND NUTRITION SERVICES

RICHLAND SCHOOL DISTRICT #400

BY: Tammy Fowler
Tammy Fowler Chapter President

BY: Tony Howard
Tony Howard, Executive Director of HR

DATE: 5-1-19

DATE: 5-2-19

SCHEDULE A
RICHLAND SCHOOL DISTRICT #400
NUTRITION SERVICES SALARY SCHEDULE
September 1, 2018 - August 31, 2019

Position	2018-2019
Nutrition Services Worker I	\$ 13.82
Nutrition Services Worker II	\$ 14.68
Nutrition Services Worker III	\$ 15.52
Nutrition Services Worker IV	\$ 15.97
Kitchen Manager I	\$ 16.58
Kitchen Manager III	\$ 18.38
Catering Rate	\$ 17.85
Floater/Caterer	\$ 15.52

Longevity:

One and a half percent (1.5%) on base rate upon completion of year ten (10), fifteen (15), and twenty (20) years, and three percent (3.0%) on base at twenty-five (25) years.

Meeting rate will be at the employee's hourly rate.

For the 2018-2019 year, all employee's wages shall be increased by eight percent (8%).

For 2018-2019, employees shall be granted one (1) additional workday in June for the purpose of kitchen cleaning and closing.

1. RSD will contribute two-thousand (\$2,000.00) dollars to the Insurance Pool.

2. Insurance:

A. Insurance allocation for 2018-2019: Eight hundred forty-three dollars and ninety seven cents (\$843.97).

B. The District shall pay sixty (\$60.00) dollars per FTE of HCA for 2018-2019.

3. SEBB open for Negotiation in Spring 2019.

**SCHEDULE A
 RICHLAND SCHOOL DISTRICT #400
 NUTRITION SERVICES SALARY SCHEDULE
 September 1, 2019 - August 31, 2020**

Position	2019-2020
Nutrition Services Worker I	\$ 14.24
Nutrition Services Worker II	\$ 15.12
Nutrition Services Worker III	\$ 15.99
Nutrition Services Worker IV	\$ 16.45
Kitchen Manager I	\$ 17.08
Kitchen Manager III	\$ 18.93
Catering Rate	\$ 18.39
Floater/Caterer	\$ 15.99

Longevity:

One and a half percent (1.5%) on base rate upon completion of year ten (10), fifteen (15), and twenty (20) years, and three percent (3.0%) on base at twenty-five (25) years.

Meeting rate will be at the employee’s hourly rate.

For the 2019-2020 year, all employee’s wages shall be increased by three percent (3%).

For 2019-2020, employees shall be granted two (2) additional workdays in June for the purpose of kitchen cleaning and closing.

1. RSD will contribute two thousand (\$2,000.00) dollars to the Insurance Pool.

2. Insurance:

A. Insurance allocation for 2018-2019: Eight hundred forty three dollars and ninety seven cents (\$843.97).

B. The District shall pay sixty (\$60.00) dollars per FTE of HCA for 2018-2019.

SCHEDULE A
RICHLAND SCHOOL DISTRICT #400
NUTRITION SERVICES SALARY SCHEDULE
September 1, 2020 - August 31, 2021

Position	2020-2021
Nutrition Services Worker I	\$ 14.67
Nutrition Services Worker II	\$ 15.57
Nutrition Services Worker III	\$ 16.46
Nutrition Services Worker IV	\$ 16.95
Kitchen Manager I	\$ 17.59
Kitchen Manager III	\$ 19.50
Catering Rate	\$ 18.94
Floater/Caterer	\$ 16.46

Longevity:

One and a half percent (1.5%) on base rate upon completion of year ten (10), fifteen (15), and twenty (20) years, and three percent (3.0%) on base at twenty-five (25) years.

Meeting rate will be at the employee's hourly rate.

For the 2020-2021 year, all employee's wages shall be increased by three percent (3%)

For 2020-2021, employees shall be granted two (2) additional workdays in June for the purpose of kitchen cleaning and closing.

1. RSD will contribute two thousand (\$2,000.00) dollars to the Insurance Pool.

2. Insurance:

A. Insurance allocation for 2018-2019: Eight hundred forty three dollars and ninety seven cents (\$843.97).

B. The District shall pay sixty (\$60.00) dollars per FTE of HCA for 2018-2019.

Richland Nutrition Services - Time Adjustment Request /Notification Form
TOP SECTION TO BE COMPLETED BY Nutrition Services Employee

I, _____, submit this notice to the Director of Nutrition Services in accordance with the Collective Bargaining Agreement, Article VI, §7.12. I have provided a copy of this form, and supporting documents to the Association Chapter President.

Increase/decrease in time calculated as follows: _____ minutes and or hours per day X no. of days per week = _____ (Total Weekly Increase)

EXAMPLE: 15 minutes every Monday and Wednesday
15 minutes X 2 days per week = 30 minutes per week.

The reason for this increase/decrease is (list all applicable reasons):

_____ I have attached a log of my time for the past two weeks (CBA requires consistent tracking for at least two weeks).

I understand I will receive a response, in writing, within five (5) business days as to the disposition of this notice.

Date Submitted: _____ Employee Signature: _____

TO BE COMPLETED BY DIRECTOR OF NUTRITION SERVICES
Decision/Response (rendered after discussion with employee and Association)

Management agrees to the following:

- _____ Increase time based on above calculations
- _____ Increase time based on other calculations (attach "other" calculations information)
- _____ **Decrease time based on:** _____

_____ **Increase Denied based on the following:**

- **Worked with employee on efficient use of time.**
- **Time to perform duties is appropriate based upon observations (No. of observations_____)**
- **Other:** _____

_____ Further review warranted

This decision/response is:

- **Final**
- **Interim based on above**
- **Temporary until _____**

Director of Nutrition Services: _____

Association President: _____
(Signature only indicates acknowledgment/discussion of issue, and not necessarily agreement with decisions.)

<u>Final Distribution (after final decision)</u>
____ Employee
____ Director of Nutrition Services
____ Association President
____ PSE Field Rep
____ Human Resources
____ PAYROLL (forward by Human Resources as applicable)