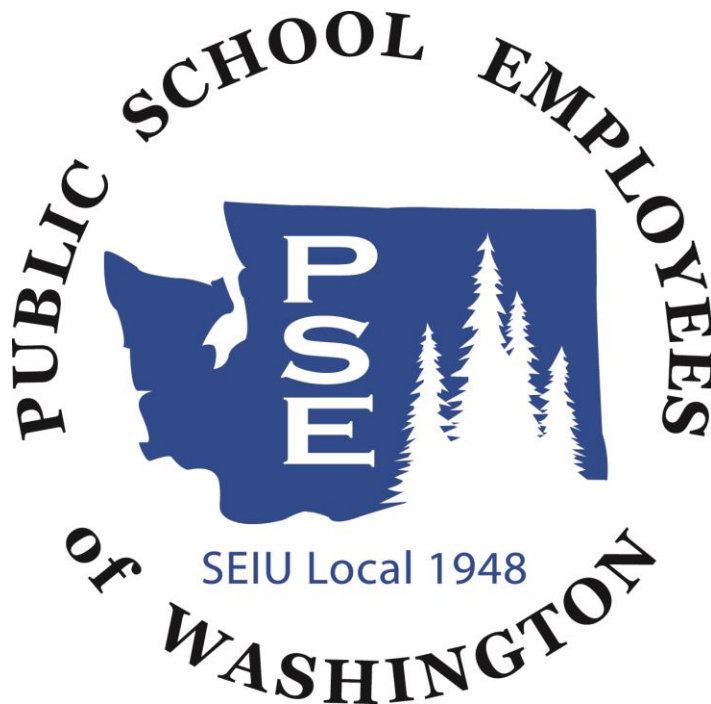


COLLECTIVE BARGAINING AGREEMENT BETWEEN
KENNEWICK SCHOOL DISTRICT #17
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
KENNEWICK NUTRITION SERVICE

SEPTEMBER 1, 2018 - AUGUST 31, 2022



Public School Employees of Washington/SEIU Local 1948

www.pseclassified.org

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI ASSOCIATION REPRESENTATION	5
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	8
ARTICLE IX LEAVES	10
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	14
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	16
ARTICLE XII INSURANCE	17
ARTICLE XIII RETIREMENT	22
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	22
ARTICLE XV GRIEVANCE PROCEDURE	23
ARTICLE XVI SALARIES, TRAINING AND EMPLOYEE COMPENSATION	25
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	27
SIGNATURE PAGE	28
SCHEDULE A 2018-2019	29
NUTRITION SERVICES UNIFORM AND PERSONAL HYGIENE CODE	30-33
PERFORMANCE APPRAISAL FOR CLASSIFIED EMPLOYEES (attached)	34
MEMORANDUM OF UNDERSTANDING (Insurance 2018-2019)	35
LETTER OF AGREEMENT (Incentive/Extra Pay)	36

1 **P R E A M B L E**
2

3 This Agreement is made and entered into between Kennewick School District Number 17 (hereinafter
4 "District") and Public School Employees of Kennewick Nutrition Services, an affiliate of Public School
5 Employees of Washington/SEIU Local 1948 (hereinafter "Association").
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
9 agree as follows:
10

11 **ARTICLE I**
12

13 **RECOGNITION AND COVERAGE OF AGREEMENT**
14

15 **Section 1.1.**
16

17 The District hereby recognizes the Association as the exclusive representative of all employees in the
18 bargaining unit described in Section 1.3., and the Association recognizes the responsibility of representing
19 the interests of all such employees.
20

21 **Section 1.2.**
22

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
24 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
25 Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
26

27 **Section 1.3.**
28

29 The bargaining unit to which this Agreement is applicable shall consist of all classified employees who
30 are full-time or regular part-time employees and who hold jobs in the classification of nutrition services.
31 Excluded by specific mention is the Nutrition Services Director, Assistant Director, Field Supervisor and
32 substitute employees. Substitutes who work thirty (30) days or more in any one (1) school year shall be
33 paid the substitute rate as indicated on Schedule A. A substitute who works in the same position for
34 ninety (90) consecutive workdays will be considered a regular employee on the ninety-first (91st)
35 consecutive work day in that position and paid at Step I on the salary schedule.

36 **CONSECUTIVE DAYS IS DEFINED AS:** "Consecutive workdays" is defined as continuous school
37 days worked following one after another with no interruption or break. Breaks in time worked will
38 restart the ninety (90) day count.

39 **Section 1.3.1.**

40 Temporary time assigned to an employee that is expected to be less than ninety (90) days is paid
41 as worked and is not benefit eligible. Should temporary time exceed ninety (90) days, leave
42 benefits will be applied retroactively and continue for the length of the temporary assignment.
43 Temporary time that is expected to be ninety (90) days or more will be part of the pay contract and
44 will be benefits eligible.

45 **TEMPORARY TIME/POSITION IS DEFINED AS:** Work time assigned to the employee which
46 is expected to be less than ninety (90) days or is not guaranteed to continue.
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Each employee reserves and 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.

Section 3.4.

Neither the District, nor the Association shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged

1 veteran or military status, sexual orientation including gender expression or identity, the presence of any
2 sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with
3 a disability in its programs and activities and provides equal access to Boy Scouts and other designated
4 youth groups.

5
6 **Section 3.5.**

7 Each employee shall have the right to see material placed in his/her personnel file, provided the request to
8 see it is made at the District Personnel Office during regular working hours. Derogatory material
9 contained in the personnel office shall be expunged, upon request, two (2) years after its placement in the
10 file. This does not include evaluations. The employee shall have the right to respond, in writing, to any
11 materials in the file and have such response become a part of the file. Disciplinary letters referencing
12 offenses against children shall be retained in personnel files.

13
14 **Section 3.6.**

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

18
19 **Section 3.7.**

20 When an employee receives a written reprimand or warning from a supervisor that is to be placed in
21 her/his personnel file, the employee may request to sign the form, such signature only indicating that
22 she/he is aware of its existence. The District shall attach any written response to the reprimand from the
23 employee and place it in the personnel file.

24
25 **Section 3.8.**

26 Investigatory meetings and disciplinary meetings will be held at separate times. In investigatory actions,
27 whenever possible, the District will give the following notice:

- 28
29
- 30 1. Minimum written notice of twenty-four (24) hours prior to the meeting time. Notice may be
31 waived by the employee.
 - 32 2. Inform the employee of the allegations, in writing, a minimum of twenty-four (24) hours prior to
33 the meeting time.
 - 34 3. Inform the employee that she/he has the right to have a representative at the meeting.
 - 35 4. The District shall endeavor to provide notice of as far in advance of twenty-four (24) hours as is
36 feasible.

37 In all disciplinary actions where, formal written charges are to be given an employee, the District will,
38 whenever possible, give the following notice:

- 39
- 40 1. Minimum written notice of twenty-four (24) hours prior to the meeting time. Notice may be
41 waived by employee.
 - 42 2. Inform the employee that she/he has the right to have a representative at the meeting.
 - 43 3. The District shall endeavor to provide notice of disciplinary action as far in advance of
44 twenty-four (24) hours as is feasible.

45
46 **Section 3.9.**

47 Employees working in kitchen areas and around food will be expected to conform to the attached
48 standards.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, 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 as set forth in Article V.

Section 4.2.

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 State Organization.

Section 4.3.

The President of the Association and designated representatives will be provided time off without loss of pay to a maximum of four (4) days total per year to attend regional or State meetings when the purpose of those meetings is in the best interest of the District as determined by the District Administration. This is not four (4) days for each person, but four (4) total days for this use.

Section 4.4.

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Section 4.5.

The Association shall promptly be notified by the District of any grievance or any investigation herein relating to potential disciplinary actions of any employee in the unit in accordance with provisions of the discharge and grievance procedure Articles contained herein. The Association is entitled to have an observer at hearings/meetings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case, unless the employee involved objects to the presence of the Association.

Section 4.6.

The Chapter President will be included in the planning of the school calendar.

Section 4.7.

Within sixty (60) calendar days each new hire shall be offered the opportunity during the workday to meet with a representative from the Union for no less than thirty (30) minutes to give an overview of the Association and the rights of the Collective Bargaining Agreement. The District will offer space for the Union to provide this service on early release days throughout the school year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Negotiation.

The parties have an obligation to negotiate and bargain in good faith as directed by RCW 41.56 in regard to wages, hours, grievance procedures, and general working conditions of the employees in the bargaining unit subject to this Agreement.

Section 5.2. Consultation.

If the District contemplates making changes in benefits and general working conditions, which are normally bargainable under RCW 41.56 and which are not covered by the Agreement, the District will notify the Association of the possibility of change. Upon receipt of that notification, the Association may request the opportunity to consult with respect to those matters. When the District receives such a request to consult with the Association, it shall meet and consult. The foregoing consultation procedure shall be informal and shall not be interpreted so as to require the District to reach any agreement with the Association with respect to any matter, nor require the exchange of proposals.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Committee.

Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The committee shall consist of the Association Executive Board and a member of the bargaining unit to be determined by the Association and the District Classified Human Resources Manager, Nutrition Services Director and management representatives chosen by the District. These committee meetings shall be conducted during early release days, if possible. The Labor Management Committee will agree to action items at the end of each meeting.

Section 6.2.

The Association representatives may represent the Association and employees in meetings with officials of the District to discuss appropriate matters of mutual interest. Employees must report to their supervisor before these meetings, formal or informal, take place during the work day. They may receive and investigate to conclusion complaints or grievances of employees on District time when necessary and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee. Association representatives will guard against the use of excessive time.

Section 6.3.

Time during working hours, whenever possible, will be allowed for the PSE Field Representative to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

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 shall be compensated at a rate of one and one-half (1½) times the employee's hourly rate. Under emergency situations, the District has the authority to compel employees to work on a Saturday or Sunday. At the end of school breaks, specifically Thanksgiving, Winter Break, and Spring Break employees may be required to return to work on an unscheduled work day in order to prepare food for the first (1st) day of school. The employee is required to request permission from their supervisor prior to the beginning of the break. The employee will be paid as worked for this time.

Section 7.1.1. Early Release.

Nutrition Services Employees will be paid based on the days students are present. (Currently one hundred (180) day calendar) Early release days are defined as those days, which are scheduled to be equal to or less than one-half (1/2) a regular school day, such as report card preparation, conferences, the day before a holiday, and the last day of school. Unless directed by the supervisor to remain at work, the employee may use one of the following options on these early release days; after the students have been dismissed for the day:

1. Work regularly scheduled hours.
2. Request vacation or personal leave for unworked hours.
3. Request compensatory time as accrued under Section 7.6.
4. Accept a deduction of pay for the unworked hours.

The employee will enter the choice in Timecard online by payroll cut-off.

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks. In the event of extenuating or unusual circumstances, the employee may be given another assignment to be worked during their regularly scheduled shift with less than the two (2) week notification. This notice may be waived by the employee.

Section 7.3.

All regular work shifts assigned will be for a minimum of three (3) hours.

Section 7.3.1.

Nutrition Services employees who work more than a five (5) hour shift are required to take a thirty (30) minute meal break, for which no pay shall be given. Each employee shall be provided breaks and lunch periods as follows:

1. Employees who work three and a half (3.5) to five (5) hours will receive one (1) fifteen (15) minute paid rest break.
2. Employees who work more than five (5) hours will receive one (1) fifteen (15) minute paid rest break and one (1) thirty (30) minute unpaid meal break.

1 3. Employees who work seven (7) hours or more will receive two (2) fifteen (15) minute
2 paid rest breaks and one (1) thirty (30) minute unpaid meal break.
3

4 Breaks and lunch will be scheduled by Nutrition Services Managers after discussion with each
5 employee.
6

7 **Section 7.4.**

8 Nutrition Services employees, who attend staff meetings, and/or in-service training programs, will be paid
9 for no less than one (1) hour at the employee's hourly rate of pay for meetings held outside the normally
10 scheduled work shift. Management has the right to hold required meetings and/or trainings on designated
11 state or district in-service days.
12

13 **Section 7.5.**

14 It is mutually agreed that the Employer shall not contract out the lunchroom services during the term of
15 this Agreement.
16

17 **Section 7.6.**

18 Regular part-time qualified personnel from within the same kitchen shall be given preference in filling
19 a casual substitute vacancy in any classification.
20

21 **Section 7.7.**

22 Employees requested or who volunteer to work a shift regularly filled by a higher classification employee
23 shall receive compensation of eighty-five cents (\$0.85) per hour more than their current wage. Cooks
24 covering an entire shift for a cashier will be paid the differential rate of pay (\$0.85). Employees
25 performing brief periods of collecting payments at the cashier station will not be considered working in a
26 higher classification. (Beginning 9-1-12 Cooks performing minimal cashier duties in Nutrition Services
27 will be paid their regular hourly Nutrition Services rate as per Nutrition Services Schedule A.
28 However, all employees hired for full cashier duties will be paid as per Paraeducator Schedule A)
29

30 Employees who are required to work in a lower paying classification shall retain their current wage.
31

32 **Section 7.8.**

33 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
34 District will make every effort to inform each employee to refrain from coming to work. This notification
35 shall be in the form of KSD Website, text alerts, social media and public radio/TV announcements.
36 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of
37 such a closure; provided, however, no employee shall be entitled to any such compensation in the event
38 he/she has been actually notified by the district of the closure prior to leaving home for work.
39

40 **Section 7.9. Overtime.**

41 All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½)
42 times the employee's base pay. Employees called back on a regular workday or called on Saturday or
43 Sunday shall receive no less than two (2) hours pay at the appropriate rate.
44

45 **Section 7.10.**

46 Employees must receive prior approval before working overtime. Overtime shall, at the employee's
47 option, be accrued as comp time or as hours worked for pay at time and a half. Use of comp time must be

1 pre-approved by management. Once comp time is scheduled, it may not be changed without the
2 employee's consent.

3
4 **Section 7.10.1.**

5 Any employee working more than (.25) hours of additional time must have prior supervisor
6 approval, unless there is an emergency situation.

7
8 **Section 7.11. Catering.**

9 The District will occasionally prepare food for school sponsored events other than hot lunch and breakfast
10 programs. On those occasions, school personnel will be used to prepare and serve food. Catering
11 assigned to school employee(s) will be awarded to the most senior employee(s) at that site. In the event
12 no employee at the site is available, the work shall be awarded to the most senior, available employee on
13 the catering list. In some cases, where food is prepared and purchased from outside sources, including
14 Tri-Tech, Nutrition Services employees may or may not be used depending on the event. Employees
15 interested in catering will email the department secretary. To be included on this catering call list for the
16 first semester, employees must sign up by September 15. For the second semester, sign up must occur by
17 February 15. Employees shall be selected for catering from this list by seniority and availability.

18
19 Employees who refuse the offer of additional time for catering will be rotated to the bottom of the
20 catering list until the next sign –up period. Three (3) refusals of additional time in one (1) school year
21 will result in removal from the catering list until the next school year. Additional time that could
22 result in overtime (more than forty (40) hours in a work week) will not be approved.

23
24 In cases where the District's kitchens are used, bargaining unit employees will be used for food
25 preparation. In all cases of catering, the District reserves the right to use volunteers or other school
26 employees to serve catered food. Pay beyond the normal workday for catering will be at the employee's
27 current hourly rate.

28
29 It is understood that, from time to time, District facilities are rented out. This can include rental of
30 kitchens and cafeterias. In these cases, the bargaining unit may not be used; however, the District may
31 require, as a condition of renting facilities, the inclusion of Nutrition Services employees to assist,
32 monitor, and supervise the activities. Employees from the catering list will be contacted to fill these
33 positions in order of seniority.

34
35
36 **ARTICLE VIII**

37
38 **HOLIDAYS AND VACATIONS**

39
40 **Section 8.1. Holidays.**

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

- 42
43
- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans' Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- 44
45
46
47
48

1 Independence Day will be paid only for employees working the day before or after the holiday (summer
2 school).

3
4 **Section 8.1.1. Unworked Holidays.**

5 Eligible employees shall receive pay equal to their normal work shifts at their base rates at the
6 time the holiday occurs. Should a holiday occur while an employee is on vacation the
7 employee shall receive the holiday pay. The District retains the right to address a pattern of sick
8 leave occurring before and after holidays.

9
10 **Section 8.1.2.**

11 When paid holidays fall on a Saturday or Sunday, the District shall have the discretion of
12 declaring either the following Monday or the preceding Friday as the holiday.

13
14 **Section 8.1.3. Worked Holidays.**

15 Any time worked on holidays shall be paid at the overtime rate in addition to an employee's
16 daily rate. However, if school should be held on a legal holiday or on a day designated by the
17 School District as a legal holiday, the working employee shall be compensated at two (2) times
18 the hourly rate.

19
20 **Section 8.2. Vacation.**

21 All employees on the regular payroll shall receive ten (10) workdays paid vacation annually per the
22 following formula. Vacation entitlement shall be provided on the basis of average hours worked per
23 day in the previous school year and the number of months worked per year (i.e., 9/12 seventy-five
24 percent (75%) x ten (10) days x average hours worked in previous school year x hourly rate). Ten (10)
25 month employees will be prorated at 10/12 eighty-three percent (83%). Eleven (11) days worked in
26 any one (1) calendar month shall count for a month in vacation credit. Employees must complete
27 vacation requests on the approved district form and submit to their supervisor a minimum of three (3)
28 workdays in advance. Vacations will be approved on a case-by-case basis.

29
30 **Section 8.2.1.**

31 On completion of five (5) consecutive years of service, beginning with the start of the sixth
32 (6th) full year, an employee shall receive one (1) additional day paid vacation, prorated using
33 the formula in Section 8.2. For each additional year of service thereafter, an employee shall
34 receive one (1) additional day up to a maximum of twenty (20) days (prorated to 9/12). Five (5)
35 consecutive months worked in the first year of employment will constitute a full year of service
36 for vacation calculation.

37
38 As of Sept. 1, 2007, all current employees of fourteen (14) years and beyond shall be
39 grandfathered and continue earning vacation per past practice until resignation or retirement.
40 (see attached spreadsheet).

41
42 **Section 8.3.**

43 Upon retirement PERS 1 employees will not cash out more than thirty (30) days of vacation in the final
44 two (2) years of employment, that cash out generates "excess cost" billings for PERS 1 participants to the
45 District. In the event the above-described "excess cost" cash out has taken place; the employee must
46 reimburse the District for the vacation cashed out which generated the excess billing liability. The
47 employee will then be required to take that amount cashed out beyond the thirty (30) days in the form of
48 vacation time off, prior to retirement.

1 **Section 8.4.**

2 Vacation shall be granted to all employees on September 1 based upon their hours worked in the prior
3 year ending August 31. Vacation benefits will not be cashed out if the employee has resigned or been
4 terminated from employment prior to the end of the probationary period.
5
6
7

8 **ARTICLE IX**

9 **LEAVES**

10
11
12 **Section 9.1. Sick Leave.**

- 13 1. Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
14 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
15 school year.
16
17 2. Eleven (11) workdays during the month shall qualify an employee to receive sick leave credit.
18
19 3. All sick leave accumulation shall be in accordance with applicable laws, rules and regulations.
20
21 4. Sick leave benefits shall be paid on the basis of the employee's hourly rate applicable to the
22 employee's normal daily work shift at the time the sick leave is taken.
23
24 5. Sick leave may be used for illness, injury, and emergencies.
25
26 6. Sick leave shall be accounted on an hourly basis, being granted upon the basis of the number of
27 hours being worked in a regular workday at the time it is earned.
28
29 7. Sick leave will be granted in accordance with applicable laws. A physician's statement of
30 illness may be required upon the request of the Human Resources Manager or designee, the
31 Supervisor(s) of Nutrition Services under the following conditions:
32
33 A. When there is a question regarding the employee's fitness for duty.
34 B. When the employee has exhausted all available sick leave.
35 C. When an illness exceeds five (5) days.
36

37 Employees who separate from the school district and who are eligible pursuant to the provisions of
38 RCW 28A.400.210 will be allowed to cash out unused sick leave at the rate of one (1) day's pay
39 for four (4) days of sick leave.
40

41 **Section 9.1.1.**

42 Any employee covered by Worker's Compensation and State Industrial Insurance, may at the
43 employee's option, upon loss of time due to a job-related injury or illness, be paid sick leave in
44 the amount of the difference between his/her regular pay and compensation received from
45 Worker's Compensation. Utilization of paid leaves shall be at the employee's option and shall
46 only be implemented upon request of the employee. The full amount of sick leave shall be paid
47 for the first three (3) days. Should an employee later receive compensation from the Workers
48 Compensation for the first three (3) days of absence, the amount paid the employee shall be

1 credited to the District from monies due the employee in the next payroll period. That portion
2 of sick leave paid, as determined by the ratio of regular sick leave and State Industrial
3 Compensation, shall be charged against the employee's accrued sick leave.
4

5 **Section 9.1.2. Sick Leave Incentive Attendance Program.**

6 In January of the year following any year at which a maximum of sixty (60) days of leave for
7 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
8 option to receive remuneration for unused leave from the previous year for illness or injury in
9 excess of sixty (60) days accumulated leave at a rate of one (1) day's monetary compensation
10 for each four (4) days of accrued leave for illness or injury, which days shall be deducted from
11 accrued leave time. At the time of separation from school district employment due to
12 retirement or death, an eligible employee or employee's estate shall receive remuneration at a
13 rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for
14 illness or injury. All cash out remuneration shall be at the employee's current salary rate at the
15 time of the cash-out. The maximum accumulation for calculation of remuneration is one
16 hundred eighty (180) days.
17

18 **Section 9.1.3. Leave Sharing.**

19 Leave sharing be implemented in accordance with RCW 28A.400.380. The purpose of this
20 section is to permit employees to donate accumulated leave to a fellow employee who is
21 suffering from an extraordinary or severe illness, injury, impairment, or physical or mental
22 condition which has cause or is likely to cause the employee to take leave without pay or
23 terminate his/her employment.
24

25 **Section 9.2. Bereavement Leave.**

26 Each employee shall be entitled to one (1) day, up to a maximum of five (5) days leave with pay for each
27 occasion when the absence is caused by the death of a relative or other (as approved by the District). The
28 number of days granted, shall be determined between the employee and his/her supervisor. Such leave
29 shall not be deducted from sick leave and is noncumulative. Employees will be allowed time off to attend
30 the funeral of a friend, not to exceed one (1) day. An official death, funeral notice or program may be
31 requested by the supervisor upon the employee's return.
32

33 **Section 9.3. Emergency Leave.**

34 With approval of the supervisor, employees will be granted emergency leave when an event or unforeseen
35 combination of circumstances calls for immediate action on the part of the employee and which cannot be
36 attended to outside the employee's regular hours of work. Such leave shall be deducted from sick leave.
37

38 **Section 9.4. Maternity Leave.**

39 Upon application therefore, by an employee subject to this Agreement, the District shall grant maternity
40 leave. Such leave shall commence at such time as the employee, and her medical advisor, deem
41 necessary. The District may require medical certification. Employees granted maternity leave must return
42 to work not later than sixty (60) calendar days following termination of pregnancy. Employees granted
43 maternity leave may, at their option, be allowed compensation for maternity leave in accordance with
44 Section 9.1. of this Article. After exhaustion of the sixty (60) calendar days, such employees may be
45 granted a maternity leave of absence pursuant to Article IX of this Agreement.
46
47
48

1 **Section 9.5. Jury Duty/Court.**

2 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a
3 witness in court or is named as a co-defendant on behalf of the School District, he/she shall receive
4 his/her normal days' pay for each day he/she is required in court; provided, however, that any expense
5 reimbursement received for such service shall be retained by the employee. If an employee is dismissed
6 from jury selection, or if an employee is dismissed from jury duty with two (2) hours or more remaining in
7 the regular work day, that employee should notify their immediate supervisor of their availability to return
8 to work.
9

10 In the event that an employee is summoned as a party in a court action, such employee may use personal
11 leave, emergency leave, vacation leave or unpaid leave.
12

13 **Section 9.6. Personal Leave of Absence.**

14 In order to be eligible to take a leave of absence, the employee must work one (1) calendar year or
15 have worked a calendar year since a previous leave of absence. A personal leave of absence, not to
16 exceed one (1) year, may be granted upon request of the employee. The employee is responsible to
17 inform the District of his/her wish to return to work and must apply for posted positions. Once the
18 employee has returned to employment they will not lose accrued seniority, salary, vacation and sick
19 leave rights. However, vacation credits and sick leave shall not accrue while the employee is on leave
20 of absence. If there are no positions for the returning employee, they will be considered to be on lay-
21 off and shall be governed by Article X. A leave of absence will not be granted when the purpose of
22 such leave is to pursue other employment.
23

- 24 1. **Personal LOA of Ninety (90) workdays or more:** When a regular employee has been
25 granted a personal leave of absence, the duration of which is expected to be ninety (90)
26 workdays or more, the assignment will be considered open and put up for bid and will be
27 posted per Section 10.8. Upon return of the regular employee from a leave of absence
28 exceeding ninety (90) workdays, he/she will be eligible to bid on any new or open assignments
29 without loss of seniority.
30
- 31 2. **Personal LOA of Less Than Ninety (90) Workdays:** A regular employee requesting a
32 personal leave of absence, the duration of which is expected to be less than ninety (90)
33 workdays, will retain their position until the time of return. This assignment will be covered in
34 accordance with the CBA during the employee's absence; if no current employee is available;
35 the assignment shall be filled by a substitute employee. If an employee fails to return within
36 the ninety (90) workday period, the assignment will then be opened for bid.
37

38 **Section 9.6.1. Medical Leave of Absence.**

39 Employees on a Medical LOA or Workers Compensation are responsible for updating their
40 supervisor or the KSD risk manager, whichever is appropriate, on their status every thirty (30)
41 days.
42

43 **LOA Due to medical reasons, including L/I.** When an employee is anticipated to be on
44 extended leave for medical reasons (L/I or other medical), of the employee or family member
45 (Not L/I), paid or unpaid, the vacated assignment will be filled by a temporary employee. If an
46 employee exceeds twelve (12) calendar months on L/I or other extended medical reasons,
47 inclusive of FMLA and/or paid sick leave of the employee, their position will be posted as a

1 continuing position. Employees shall retain their seniority date during this period for up to two
2 (2) years from the initial date of leave.

3
4 If the District has received medical notification that the employee will no longer be able to
5 perform the essential functions of the position, and after discussion with the employee, the
6 District has determined that no reasonable accommodation can be made, the position will be
7 posted as a continuing position. If an employee exceeds twelve (12) months on L/I or extended
8 medical reasons of the employee, inclusive of FMLA and paid sick leave, their position will be
9 posted as a continuing position. Employees shall retain their seniority date during this period
10 for up to two (2) years from the initial date of leave.

11
12 If the employee's position has been posted and filled prior to the employee's return, the
13 employee will be eligible to bid on available positions or perform fill-in work when released to
14 return to work, if released prior to the two (2) year limit. When performing fill-in or sub-work,
15 the employee will be paid at the same rate and step of their position prior to the leave of
16 absence and may earn differential pay if working in a higher classification. The employee must
17 have obtained a regular position within one (1) calendar year of the date of return. Employees
18 shall retain their seniority date during this period for up to two (2) years from the initial date of
19 leave.

20
21 **Section 9.7. Parental Leave.**

22 Five (5) days of parental leave shall be granted to employees who are the non-birth parent or partner
23 upon request. Notification shall be given to the District Office as soon as possible as to the intended
24 starting time of such leave. Parental leave shall be deducted from the employee's sick leave, pursuant
25 to Section 9.1. Additionally, a non-birth parent may request a leave of absence for parental leave
26 under any applicable rules, policies, provisions or laws that may apply.

27
28 **Section 9.8. Personal Leave.**

29 Three (3) days of personal leave, unrestricted and discrete from sick leave, shall be granted for matters,
30 which cannot be attended to outside of normal working hours. Notification, whenever possible, will be
31 scheduled with the immediate supervisor in advance. Unused personal leave may be cashed out at one
32 hundred percent (100%) in July of each year or "rolled" one hundred percent (100%) into the employee's
33 sick leave bank, as long as sick leave does not exceed a total accrual of twelve (12) days per year. The
34 employee must use the appropriate request form and submit it to the payroll office by July 1st of each year.
35 An employee who is hired after February 1st or leaves employment prior to February 1st is eligible to
36 receive one and one-half (1.5) personal days.

37
38 **Section 9.9. Family Leave.**

39 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer
40 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked nine-
41 hundred fifty (950) hours or more in the previous twelve (12) months and meet the other eligibility
42 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this
43 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster
44 care, or for a serious health condition of an employee or an employee's spouse, child or parent, each
45 employee who has worked nine-hundred fifty (950) hours in the previous twelve (12) months is
46 entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may
47 substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of
48 a child, and may use accrued sick leave to care for themselves or sick family members as defined

1 above. The employee must provide the Employer with at least thirty (30) days written notice for
2 foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the Employer
3 will continue to pay the same portion of insurance premiums as when the employee was working and
4 will maintain the employee's coverage under any group health plan. Upon return from such leave, the
5 Employer will place the employee in his or her previous position, or one with equivalent pay and
6 benefits.

7 8 **ARTICLE X**

9 10 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

11 12 **Section 10.1.**

13 The seniority of an employee within the bargaining unit shall be established as of the date on which the
14 employee began continuous daily employment, hereinafter ("hire date"), unless such seniority shall be lost
15 as hereinafter provided.

16 17 **Section 10.2.**

18 Each new hire shall remain in a probationary status for a period of not more than six (6) months, not
19 including two (2) months in summer. (example: hire date is 3/15/11 – probation would end on 11/15/11)
20 following the hire date. During this probationary period the District may discharge such employee at its
21 discretion. Each probationary employee shall have a probationary evaluation, within three (3) months
22 of hire, not counting two (2) months in summer. Probationary employees shall be informed, prior to
23 the evaluation, of any deficiencies and given an opportunity to improve, if applicable.

24
25 Seniority rights for probationary employees may not prevail for promotion until they have received a
26 satisfactory evaluation at the end of their probation period.

27 28 **Section 10.3.**

29 Upon completion of the probationary period, the employee will be subject to the rights and duties
30 contained in this Agreement retroactive to the hire date.

31 32 **Section 10.4.**

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

- 34
35 A. Resignation;
36 B. Discharge; or
37 C. Retirement.

38 39 **Section 10.5. Seniority Rights Shall Not Be Lost for the Following Reasons, Without Limitation.**

- 40 A. Time lost by reason of industrial accident, illness or judicial leave;
41 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
42 United States;
43 C. Time spent on other authorized leaves; or
44 D. Time spent in layoff status as hereinafter provided.

45 46 **Section 10.6.**

47 Senior permanent employees will have preferential rights over junior employees regarding promotions,
48 assignment to new or open jobs or positions, and layoffs, when minimum qualifications are met. If the

1 District determines that seniority rights should not govern because the senior employee does not
2 possess minimum qualifications and the junior employee or outside applicant possesses qualifications
3 substantially greater than a senior employee, the District shall, set forth in writing to the bypassed
4 employee and the Chapter President the reasons why the senior employee has been bypassed.

5
6 **Section 10.7.**

7 There shall be a single seniority list established for Nutrition Services throughout the District. In the event
8 of a layoff, reduction in force, or a cut in hours, it shall be done according to seniority, with the District
9 taking into account hours worked, wages, and job category. In spite of these variables, junior employees
10 may not displace senior employees.

11
12 **Section 10.8.**

13 The district shall post all new or vacant positions within ten (10) workdays of the creation of such
14 openings provided the District believes the position is necessary. All open positions shall be posted via
15 the District's employment website, as well as through the Nutrition Services weekly newsletter. A copy
16 of each posting shall be provided by email to the Chapter President. All postings shall be publicized for a
17 minimum of five (5) workdays before the opening is filled.

18
19 **Section 10.8.1.**

20 Full-time and regular employees who bid on and are awarded a promotion to a kitchen
21 manager, lead or Supervisor position in accordance with Section 10.6., shall be considered to
22 be in a qualification-period not to exceed sixty (60) workdays or earlier, by mutual consent and
23 with the right to return to the previous permanent status. During this period, the employee will
24 be evaluated and/or trained in the skills and requirements of the new job classification. A
25 substitute employee shall be assigned to fill such employee's former position during the
26 qualification period. An employee may voluntarily request to return to his/her former position
27 during the trial period or may be returned to their former position if found to be deficient in the
28 skills of the position during the informal evaluation. This section does not apply to lateral
29 moves. Any decision to return an employee to his/her former position will be made by the
30 sixtieth (60th) workday.

31
32 In addition to openings created by other circumstances, positions shall be declared open and
33 publicized for bids as follows:

- 34
35 A. Temporary vacancies, when the duration of the vacancy is expected to be ninety (90)
36 workdays or longer.
- 37
38 B. Vacancies caused by extended medical leave, including approved sick leave, shall be posted
39 and filled for the duration of the leave when the vacancy is expected to be ninety (90)
40 workdays to a maximum of twelve (12) calendar months. If a continuing employee fills
41 this position, his/her position will not be posted but will be filled by a substitute for the
42 duration. A continuing employee affected by a temporary move will return to their former
43 position and rate of pay when the temporary position has expired.
- 44
45 C. Adjustments in positions of more than one (1) hour from the most recent posting.
- 46

1 **Section 10.8.2. Summer Positions**

2 Temporary summer positions will be posted and awarded at a summer bid fair to be held prior to
3 the beginning of the assignments. Positions will be awarded based on seniority. Employees will
4 be notified of the positions available prior to the bid.

5
6 Nutrition Services employees with seniority who bid on and are awarded a summer school
7 temporary position will be paid as worked during the temporary position and will be paid holiday
8 pay for July 4th based on the hours of the summer temporary position. Sick and vacation leave
9 will not accrue and may not be utilized.

10
11 Summer school positions are paid at cook wages at the same step currently held by the employee,
12 plus whatever incentive pay (if any) the employee was paid during the school year prior to
13 summer school.

14
15 **Section 10.9.**

16 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
17 District according to seniority. Such employees are to have priority over junior employees and outside
18 applicants in filling an opening in the classification held immediately prior to layoff. If the employee is
19 on layoff and new or open positions are posted, current employees will have priority in accordance
20 with the seniority provision. Employees on layoff status will have absolute priority over non-
21 employees in filling open and new positions, provided the employee is qualified. Names shall remain
22 on the reemployment list for one (1) year.

23
24 **Section 10.10.**

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

27
28 **Section 10.11.**

29 In case of layoff, the District will give employees at least two (2) weeks written notice of the impending
30 layoff. The District shall make every effort to provide layoff notification prior to the expiration of the
31 school year.

32
33 The reduction of an employee's hours shall not take place without consultation between the Association
34 and the District.

35
36
37
38 **A R T I C L E X I**

39 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

40
41
42 **Section 11.1.**

43 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
44 justifiable cause shall be resolved in accordance with the grievance procedure hereafter provided. The
45 parties agree that a policy of progressive discipline will be used when applicable. Progressive discipline
46 may consist of a verbal warning, written reprimand, suspension without pay, and ultimately to discharge.
47 Administrative Leave with pay can be used during a period of investigation.

1 **Section 11.2.**

2 The District shall provide notice of unsatisfactory performance to any employee, other than a probationary
3 employee, whenever the performance is not satisfactory to meet the District’s minimum expectations for
4 the position held. Failure of an employee to maintain an acceptable level of performance shall be
5 adequate reason to discharge that employee. The parties agree that the steps of progressive discipline will
6 generally be followed in this process.
7

8 Should the employee be given a written or verbal reprimand the immediate supervisor will notify the
9 employee in writing that: (a) the employee's performance is satisfactory and that the employee is no longer
10 under a warning, or (b) give the employee notice of further discipline or termination and the reasons
11 therefore. Failure of an employee to maintain an acceptable level of performance, as described in the
12 warning notice, shall be adequate reason to discharge that employee.
13

14 **Section 11.3.**

15 The Nutrition Services Director or management level designee shall discuss annual employee evaluations
16 with each employee. Employees' evaluations shall be prepared on the attached form. Such discussions
17 shall be held in private, allowing the employee an opportunity to respond, in writing, if the employee so
18 desires. Kitchen Manager shall not be expected to evaluate other kitchen employees. Employees may
19 write a rebuttal that will become attached to the evaluation and placed in the Employee’s personnel file.
20
21
22

23 **ARTICLE XII**

24 **INSURANCE**

25
26
27 **Section 12.1. Insurance.**

28 The parties agree to abide by state law relating to the School District Employees Benefits. The School
29 District shall not use state benefit allocations for any purpose other than insurance benefits.
30

31 **Section 12.2. Contributions.**

32 The District shall contribute an amount, equal to the state contribution, beginning September 1st of
33 each year and continuing for twelve (12) months thereafter (August 31), for each full-time equivalent
34 employee in the bargaining unit and a prorated amount of same for all regular part-time employees, to
35 be used for the purchase of insurance benefits.
36

37 **Section 12.3. Eligibility.**

38 Those employees projected to be working three (3) hours or more shall be eligible to receive a District
39 contribution, based on State Allocation amounts, for the selected benefits (both mandatory and
40 optional) that is a prorated percentage of a full-time equivalent employee’s contribution. The
41 percentage of full-time equivalence (FTE) will be determined by projecting the expected work year for
42 an employee and finding the percentage that the projection is of a full-time position. A full-time
43 position, for purpose of insurance benefits, is defined as 1,440 hours per year.
44

45 **Section 12.4. Continuing Eligibility.**

46 To continue to remain eligible for the District insurance contribution, employees must meet the
47 following criteria:
48

1 #1 - Work at least five (5) days or be in a paid status within a contracted work month. (This could
2 include donated leave.)
3

4 #2 - Be on an authorized leave that meets the eligibility requirements of the Family Medical Leave
5 Act (FMLA). Employees who do not maintain these eligibility requirements will be
6 responsible for self-paying the entire insurance amount for that month (entire amount includes:
7 district allocation/pool allocation and out of pocket expenses).
8

9 Employees who cannot self-pay the entire amount for that month may not receive coverage the
10 following month. Employees may opt to reinstate their optional coverage once eligibility has been re-
11 established and if their absence is recognized in the criteria of the Family Medical Leave Act.
12

13 Employees who fail to meet the eligibility requirements listed above, and the continuing eligibility
14 requirements due to extreme and exigent circumstances, must contact the Benefits Office to discuss the
15 status of their insurance coverage.
16

17 The District payroll/benefits office will notify employees of all their options prior to cancellation of
18 any insurance benefits.
19

20 **Section 12.5. Leave of Absence.**

21 Those employees who are on approved (unpaid) leave of absences in accordance with Article IX,
22 Section 9.6., and who do not continue their insurance during their leave of absence (self-pay) may
23 reinstate insurance benefits upon the conclusion of their leave of absence provided they meet eligibility
24 requirements.
25

26 **Section 12.6. Less than Twelve (12) Month Coverage.**

27 For those employees whose work year may be less than twelve (12) months, insurance coverage shall
28 continue for twelve (12) months, provided, however, that the employee continues to meet the
29 eligibility requirements, and has not terminated from district employment.
30

31 For those employees paid on a less than twelve (12) month basis, arrangements to pay their out-of-
32 pocket amounts for the non-work months must be made prior to May 10th of each school year.
33 Employee can select one of the following options:
34

35 **Personal Checks:**

36 Personal checks to cover the employee's out-of-pocket portion of summer months (July and
37 August) must be submitted to the District payroll office by June 30. Failure to remit may result in
38 the loss of benefits.
39

40 **Payroll Deductions:**

41 Employees who opt to have payroll deductions in the months of May and June to satisfy the
42 July/August premium portions must sign the authorization form for a payroll deduction. Those
43 employees performing summer work may modify the above decision and have those portions
44 deducted from the summer pay warrants. Any decision to modify must be in writing and submitted
45 to payroll by June 30th.
46
47

1 **Section 12.7. Distribution of Allocations.**

- 2 1. Mandatory benefits for each employee includes dental and vision programs and requires the
3 participation of each eligible employee. This amount is deducted from the state allocation
4 based on FTE for each employee.
5
6 2. Each employee will make his/her selection of optional benefits under the insurance program
7 provided herein.
8
9 3. Additionally, the KSD will contribute annually to the pool, monies equal to (unit FTE/PSE unit
10 FTE) x one-hundred thousand dollars (\$100,000.00).
11
12 4. Additionally, the KSD will contribute annually to the pool, monies equal to (unit FTE/PSE unit
13 FTE) x fifty thousand dollars (\$50,000.00).
14
15 5. Additionally, the KSD will contribute annually to the Nutrition Services pool eight thousand
16 dollars (\$8,000.00).
17
18 6. The District will pay the full cost of HCA for each employee.
19

20 **Section 12.8. Enrollment/Mid-Year Changes/Employee Coverage.**

21 The enrollment period shall begin September 1 of each year and continue for thirty (30) days and shall
22 be completed by the close of the business day on September 30. Once enrollment is completed, and
23 employees have selected their medical coverage plan, from the plans provided herein, there shall be no
24 additions or deletions to the to the selected medical coverage plans outside of the enrollment period
25 except for reasons associated with family status changes (defined as: birth/adoption of a child, death,
26 marriage or divorce) or loss of employment status, or a change in the spouse's employment status
27 which causes a (gain) loss, (or reduction) of insurance coverage. Provided, however, that employees
28 will be eligible to cancel their optional medical coverage in its entirety, after consultation with the
29 Kennewick School District Benefits Specialist. Those employees opting to cancel their medical
30 coverage in its entirety will not be eligible to receive coverage until the next open enrollment period.
31 Mandatory benefits may not be cancelled.
32

33 **Section 12.9. Family Status Change – Mid Year.**

34 Employees who do not choose coverage in the open enrollment period, and who have a family status
35 change as defined in this section, that necessitates insurance coverage after the enrollment period, shall
36 receive the District contribution amount, based on their FTE allocation as of October 1, beginning in
37 the month insurance benefits become established and may be entitled to receive money from the
38 secondary pool to offset out-of-pocket costs. The amount would not exceed the amount they would
39 have received based on FTE eligibility as of October 1.
40

41 **Section 12.10. Terminating Employment.**

42 Any employee terminating employment shall receive the District insurance contribution in the calendar
43 month in which the termination is effective to continue coverage for one (1) full month after
44 terminating employment. Employees terminating employment with the District shall be advised of
45 their COBRA options within thirty (30) days of the effective date of their termination.
46
47

1 **Section 12.11. New Employees.**

2 Employees hired to fill new positions or replace an employee terminating during the school year will
3 receive an insurance allocation based on their FTE allocation and eligibility requirements. These
4 employees may elect insurance coverage from the plans available during the first thirty (30) days of
5 employment. Employees hired after October 1st shall receive the same amount of pooled money, if
6 available, as if they were hired prior to October 1st.

7
8 Coverage for new employees shall begin on the first day after the first full calendar month of
9 employment and continue as stated in this section.

10
11 **Section 12.12. Combined Allocations.**

12 Husbands and wives, who are both members in this bargaining unit, may combine their employer's
13 contribution to pay for their selected benefits.

14
15 Husbands and wives, who are both employees of the district, but are in different bargaining units, may
16 choose to combine their district contributions to cover the cost of the insurance options they select.
17 Any funds that remain after they have combined their district contributions will be divided by FTE
18 between the health care pools of the bargaining units to which they belong. This provision is only
19 applicable in the employee groups that have similar agreements (i.e., PSE, KEA, KAA). Any request
20 to combine contributions must be in writing and submitted on or before the first Friday in September
21 each year.

22
23 **Section 12.13. Insurance Options.**

24 Each eligible employee shall be entitled to select insurance options from the approved list of options.
25 The benefit program shall consist of the following:

26
27 Mandatory Participation: District Dental Plan
28 District Vision Plan

29
30 Optional Participation: District Health Plan

31
32 All plans shall be determined mutually by the District Association.

33
34 **Section 12.14. Benefits Contracts.**

35 Any contract for employee benefits executed after April 13, 1990, between a school district and a
36 benefit provider or employee bargaining unit is null and void unless it contains an agreement to abide
37 by state laws relating to school district employee benefits. The term of the contract may not exceed
38 one (1) year.

39
40 **Section 12.15.**

41 The District shall provide tort liability coverage for all employees subject to the Agreement.

42
43 **Section 12.16.**

44 The District shall make required contributions for State Industrial Insurance on behalf of all employees
45 subject to this Agreement.

1 **Section 12.17.**

2 It is mutually agreed and understood that an employee who is employed in two or more Kennewick
3 School District bargaining units of the Public School Employees of Washington shall receive insurance
4 benefits based upon the employee's total FTE within the District, computed at the 1,440-hour formula.
5 The employee receiving such benefits shall be considered a member of the insurance pool in which the
6 majority hours are worked. The District shall contribute the appropriate total FTE insurance benefit to the
7 pool to which the employee is assigned. In the event that hours worked in two (2) or more units are
8 equally divided between units, the District and Association will consult and assign the employee to an
9 insurance pool. All PSE units have so agreed.

10
11 **Section 12.18**

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

15
16 **Section 12.19. Personal Property Damage.**

17 In the event an employee's personal property is damaged or stolen in the course of performing school
18 district business, the following provisions apply:

19
20 It is agreed that coverage is afforded for loss or damage to personal property of school employees
21 while such employees are engaged in maintenance of order and discipline and the protection of
22 school personnel, school property, or students subject to the following provisions:

23
24 The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250.00) per
25 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is
26 damaged beyond repair, actual value at the time of the damage may be claimed.

27
28 Items under twenty-five dollars (25.00) will not be subject to claim pursuant to this section.

29
30 Requests for reimbursement shall be made on the District Property Loss\Damage form and
31 submitted to the business office.

32
33 Employees eligible for reimbursement under this provision shall register personal property with the
34 District Manager of Maintenance and Operations.

35
36 The District shall reimburse up to five hundred dollars (\$500.00) per incident, per employee, for
37 damage caused by verified vandalism to the employee's vehicle, sustained during the course of
38 employment. The employee must exhaust his\her own insurance recovery possibilities before
39 being eligible for reimbursement from the District. If the employee does not have insurance
40 coverage, reimbursement shall not exceed five hundred dollars (\$500.00). Payment will be made
41 after the employee has provided documentation of his\her expenditure and of submission to the
42 employees' own insurance carrier.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XIII

RETIREMENT

Section 13.1.

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.

Section 13.2.

Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees' Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. PSE Regular Dues Check Off.

The District shall deduct PSE regular dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a monthly basis. The District shall also deduct local chapter dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The State Office of PSE shall be responsible for remitting local dues to the local chapter.

Section 14.1.1.

The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN". 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 voice/E-signature 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. Political Action Committee.

The District shall, upon receipt of a written authorization form 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.

Section 14.3.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to valid membership.

Section 14.4.

The District agrees to provide the following information in electronic format to the PSE Regional Office on a monthly basis:

- Employee Names
- Addresses
- Phone numbers
- ID number
- Job classification
- Location of job
- Hire date

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

Grievances or complaints arising between the District and its employees within the bargaining units defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 15.2. Grievance Steps/Grievance Timelines.

STEP I. Informal meeting with Immediate Supervisor within twenty (20) workdays of occurrence;

STEP II. Submit, in writing, to the Director of Nutrition Services within ten (10) workdays of conclusion of Informal process;

STEP III. Submit to Human Resources within fifteen (15) workdays of receipt of denial or non-response;

STEP IV. Submit to School Board within fifteen (15) workdays of receipt of response or non-response;

STEP V. Demand for arbitration within fifteen (15) workdays.

Section 15.2.1. STEP I.

The employee shall first discuss the grievance with his Immediate Supervisor. If the employee wishes, he may be accompanied by an Association representative at such discussion. All grievances not brought to the Immediate Supervisor in accordance with the preceding sentence within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 15.2.2. STEP II.

If the grievance is not resolved to the employee's satisfaction within five (5) workdays in accordance with the preceding subsection, the employee shall reduce to writing, within ten (10) workdays of the conclusion of the informal process, a statement of the grievance containing the following:

- 1 A. The facts on which the grievance is based;
- 2 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 3 C. The remedy sought.

4
5 The employee shall submit the written statement of grievance to the Director of Nutrition
6 Services for consideration and shall submit a copy to the Classified Human Resources
7 Manager. The parties will have five (5) workdays from submission of the written statement of
8 grievance to resolve it by indicating on the statement of grievance the disposition. If an
9 agreeable disposition is made, all parties to the grievance shall sign it.

10
11 **Section 15.2.3. STEP III.**

12 If no settlement has been reached within the five (5) workdays referred to in the preceding
13 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to
14 the District Superintendent or Designee. After such submission, the parties will have ten (10)
15 workdays from submission of the written statement of grievance to resolve it by indicating on
16 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
17 grievance shall sign it.

18
19 **Section 15.2.4. STEP IV.**

20 If no settlement has been reached within the ten (10) workdays referred to in the preceding
21 paragraph, and the Association believes the grievance to be valid, the Association will submit a
22 written statement of the grievance within fifteen (15) workdays to the District Board of
23 Directors. The Board will meet within fifteen (15) workdays to hear the matter. After the
24 Board's meeting, they will render their decision within ten (10) workdays.

25
26 **Section 15.2.5. STEP V.**

27 If no settlement has been reached within the ten (10) workdays referred to in the preceding
28 subsection, the Association may demand arbitration of the grievance within fifteen (15)
29 workdays. Any dispute, claim or grievance arising out of or relating to the interpretation or the
30 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor
31 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may
32 submit to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration
33 Association. The parties further agree to accept the arbitrator's award as final and binding upon
34 them.

35
36 **Section 15.2.6.**

37 The grievance or arbitration discussions shall take place whenever possible on school time.
38 The employer shall not discriminate against any individual employee or the Association for
39 taking action under this Article.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVI

SALARIES, TRAINING 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 16.1.1.

Employees who work five (5) hours or more per day will be paid on a twelve (12) month basis. Employees hired prior to March 1, 2012 who work more than five (5) hours per day have the option of being paid on a ten (10) month or twelve (12) month basis. They must indicate their preference in writing by 4:00 p.m. on September 10th of each year. This decision will remain in effect for the entire school year. Those who do not indicate a preference will be paid as per above language

Section 16.1.2.

In the event that an employee is working additional time of thirty (30) minutes or more for thirty (30) days or more the employee may request a review to increase hours with management. If such time is denied, Management must indicate in writing a valid justification for the denial.

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 16.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. 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 16.2.2.

Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution of this Agreement, if possible, and in any case not later than the second (2nd) regular pay day.

Section 16.2.3.

Both parties agree that new School District Employees must stay on Step I for at least half of the previous employment year (including summer months) before they will be moved to Step II. It is further understood that because of their hire date some may be on Step I longer than others. Employees moved to Step I after February 1st, will remain in that step through the following school year.

Section 16.2.4.

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

1 **Section 16.3.**

2 Any employee required to travel from one site to another in a private vehicle on District business during
3 working hours, shall be reimbursed for such travel on a per-mile basis at the rate of the prevailing District
4 rate.

5
6 **Section 16.4.**

7 Employees required to remain overnight on District business shall be reimbursed for room and board
8 expenditures.

9
10 **Section 16.5.**

11 Staff development funds and procedural guidelines shall be incorporated into the labor agreement, by
12 reference, and must be tied to continued funding.

13
14 **Section 16.6. Shoes.**

15 District will reimburse up to fifty (\$50.00) dollars for shoes purchased through the approved voucher
16 system.

17
18 **Section 16.7. Payroll Errors.**

- 19 1. Underpayments must be reported by the employee to the payroll office. Underpayments
20 reported within five (5) business days of the pay day (the last business day of the month), will
21 be corrected in five (5) to seven (7) business days from the date the error is reported.

22
23 Underpayments reported more than five (5) business days after pay day will be corrected on the
24 next scheduled pay day.

- 25
26 2. Debits caused by overpayments shall be discussed with the employee and shall be deducted over
27 the same period (number of months) as the overpayment took place. However, if the overpayment
28 is determined within the same pay year, the remaining payments of that year will be adjusted so
29 the total correct amount is paid over the ten/twelve-month (10/12) period; and
30 3. It is understood that payroll corrections, both overpayments and underpayments, will be limited to
31 a maximum period of thirty-six (36) months prior to the determination of the
32 overpayment/underpayment.

33
34 **Section 16.8.**

35 Years of service (longevity) within Kennewick School District is defined as continuous years of
36 service within the entire District. Shall employees move from another bargaining unit in the
37 Kennewick School District to the Nutrition Services Bargaining Unit without a break in service those
38 years shall be applicable for longevity purposes.

39
40 Employees hired after September 1, 2015 shall not be entitled to counting total years of service toward
41 longevity if a break in employment occurred. Years of service is determined by the date the employee
42 commenced continuous daily employment with the District, not including time spent as a substitute
43 employee.

44
45 Employees who were hired prior to September 1, 2015 shall be grandfathered and have all years of
46 service within Kennewick School District apply for longevity purposes, regardless of a break in
47 service. It shall be the employee's responsibility to notify Human Resources should the employee
48 believe that he/she is entitled to credit for longevity purposes.

1 **Section 16.9. Safe Schools Training.**

2 Employees who complete mandatory Safe Schools training prior to the first (1st) day of school shall be
3 paid the allotted amount of time for taking the modules.
4

5 Employees who choose not to do the mandatory Safe Schools training during the above timeframe
6 shall complete the Safe Schools training on early release days no later than October 1st. New
7 employees must complete Safe Schools within thirty (30) calendar days of hire.
8

9 **Section 16.10.**

10 The District and the Association will work collaboratively to develop trainings for staff development
11 through Labor Management.
12
13
14

15 **ARTICLE XVII**

16 **TERM AND SEPARABILITY OF PROVISIONS**

17
18
19 **Section 17.1.**

20 The term of this Agreement shall be September 1, 2018 to August 31, 2022.
21

22 **Section 17.2.**

23 The provisions set forth in this Agreement constitute the entire Collective Bargaining Agreement between
24 the parties. Unless the parties mutually agree to do otherwise, or unless the parties are so compelled in
25 order to remain in compliance with the law or administrative regulations, all provisions of this Agreement
26 shall be applicable to the entire term of this Agreement. The terms and conditions set forth in the
27 Agreement are not subject to express or implied changes by either party which would enlarge or reduce
28 the rights of the parties under the Agreement, unless the parties mutually agree to do otherwise.
29

30 **Section 17.3.**

31 The parties will meet each year for the term of the contract to bargain Schedule A.
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK NUTRITION SERVICES

KENNEWICK SCHOOL DISTRICT #17

BY: _____
Stephanie Wright, Chapter President

BY: _____
Betsy Dickinson, Classified HR Manager

DATE: _____

DATE: _____

**SCHEDULE A
KENNEWICK NUTRITION SERVICE
SEPTEMBER 1, 2018 - AUGUST 31, 2019**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
					<i>Longevity</i>	<i>Longevity</i>
YEARS OF SERVICE	0-1	2	3-7	8-15	16-19	20+
	YEAR	YEARS	YEARS	YEARS	YEARS	YEARS
COOK	\$13.70	\$14.40	\$14.62	\$14.84	\$15.06	\$15.28
ELEMENTARY LEAD	\$14.10	\$14.89	\$15.11	\$15.34	\$15.57	\$15.81
KITCHEN SUPERVISOR	\$14.35	\$15.36	\$15.59	\$15.82	\$16.06	\$16.30
KITCHEN MANAGER	\$15.00	\$16.33	\$16.57	\$16.82	\$17.07	\$17.33

*Differential Subbing out of
Classification .85*

*Substitute Cook and Cashier
\$12.50*

Leads, supervisors, managers are responsible for monthly sanitation audits in their own kitchens.

Employees shall receive one- and one-half percent (1.5%) above their previous step for longevity at sixteen (16) and twenty (20) years of service on September 1st as per Section 16.2.3.

Insurance Allocation for 2018-2019: Eight hundred forty-three dollars and ninety-seven cents (\$843.97) – seventy-one dollars and eight cents (\$71.08) HCA.

NUTRITION SERVICES UNIFORM AND PERSONAL HYGIENE CODE

The uniform and hygiene code has been established to provide professional and sanitation standards and for the identification of the wearer as part of the KSD Nutrition Services Team.

- ☺ Before serving, please check your appearance. ☺
- ☺Remember, a smile is part of our uniform! ☺

1. Shirts

- Cooks will be issued shirts with the Kennewick School District logo. Cooks shall wear them daily.
- Shirts must be kept clean and in good repair.
- All shirts must be returned upon completion of employment with the district.
- Cashiers are expected to wear blouses or shirts, which may include the KSD shirt, which are in good condition and appropriate for wear in a school environment. All tops must have sleeves.

2. Pants

- Jeans are acceptable as long as they are clean and in good repair (PPE).
- Shorts may be worn as long as they do not hang more than a hand width above the knee.
 - Employees who wear shorts and are engaged in hazardous activities (specifically using water with a temperature above 110°, cooking where grease is spattering) must wear personal protective equipment.

3. Undergarments

- Appropriate undergarments are required.
- Hose, nylons or socks are required.

4. Footwear

- Clean, non-slip soled shoes with covered toes and heels must be worn (PPE).
- A voucher for Non-slip shoes must be labeled “slip and oil resistant”.
- Non-slip shoes will be provided by the Kennewick School District.
- Shoes must be kept clean and in good repair.
- All shoes must be returned upon completion of employment with the District.
- Employees who choose to provide their own non-slip shoes will not be required to use shoes issued by the District.
- Any shoe worn must have a label indicating they are slip resistant on the sole of the shoe.

5. Apron

- Cooks and will be issued black cloth aprons with the Kennewick School District logo on the front.
- Cloth aprons are to be worn at all times during service.
- Cloth aprons must be kept clean and in good repair at all times.
- All aprons must be returned upon completion of employment with the district.
- Plastic aprons are for use in preparation only.

6. Personal Hygiene

A. HANDWASHING

Employees must wash hands before beginning / returning to work or when necessary during work at accessible, properly maintained hand sinks located in production and service areas and in toilet facilities, and maintain good hygienic practices.

Guidelines:

Hand washing Practices

- *Hands must be washed frequently and correctly*
 - after using restroom facilities
 - before starting to work and when returning from restroom or breaks
 - after handling raw meat, poultry, seafood and produce
 - before working with ready-to-eat foods
 - between handling different types of food
 - after coughing, sneezing or blowing nose
 - after touching hair, face, nose, other parts of body
 - after eating, drinking and smoking
 - after cleaning
 - after handling chemicals
 - after handling dirty equipment
 - after handling trash and other contaminated objects
- *Aprons and towels must not be used to dry hands after washing.*
- Recontamination of washed hands must be avoided by using a paper towel to turn off faucets and operate restroom door handles. Remember to dispense paper towels (roll them down) prior to washing hands to avoid recontamination.
- Employees are encouraged to have fingernails that are well trimmed and clean; the wearing of nail polish or artificial nails is discouraged. Employees who do not adhere to this recommendation are required to wear gloves at all times, following closely the guidelines of the glove use policy (e.) that follows.

B. EMPLOYEE HEALTH

Employees and managers who handle, prepare or serve food have no apparent illnesses (vomiting, diarrhea, fever, jaundice, sore throat with fever, infected open wounds or boils, etc.).

Cuts, abrasions and burns on hands and exposed arms must be properly bandaged, and hands must also be covered with a disposable glove.

C. JEWELRY

Jewelry and watches on hands and arms (except smooth-surface ring / wedding band) are not worn by employees and managers during production and on serving lines.

Guidelines:

- Jewelry on hands and arms such as rings, bracelets and watches must not be worn by employees and managers who are handling, preparing, cooking and serving food. This does not apply to smooth-surface ring / wedding band. Exception: medical bracelet, where needed for a medical condition. In isolated circumstances,
- Where a ring cannot be removed, a barrier such as a finger cot must be placed over the ring.

D. HAIR RESTRAINT

Employees must restrain their hair to prevent it from falling onto food or food equipment and to minimize hand contact with hair.

Guidelines:

- Hair must be restrained at all times when in the kitchen.
- Hair at the shoulders or longer must be pulled back.
- Hair must not be able to cross in front of the face or touch the shoulders.
- The preferred method of hair restraint is hairnets, hats or caps. Hair may also be restrained using the following methods
 - Visors
 - Hairspray
 - Barrettes
 - Bands

E. GLOVE USE

Ready-to-eat food must not be touched with bare hands. Disposable gloves or cleaned, sanitized utensils must be used properly to handle food.

Guidelines:

- Disposable gloves must be used when handling ready-to-eat foods (foods that require no further processing and cooking / heating). Gloves are not needed when handling raw food that will be cooked, and when cleaning or handling trash.
- Gloves must be changed before starting another job and when they are torn, dirty or contaminated. Gloves always must be changed when switching from raw food to ready-to-eat food. Hands must be washed before putting on gloves.
- Gloves must be removed and discarded when leaving the work area, going to the restroom and going on break.
- Disposable examination gloves must be medical grade quality. Poly gloves may be used during service, where a tight fitting glove such as vinyl may not be needed. No other gloves are approved for food handling purposes. Latex gloves are no longer allowed for use in foodservice.
- Utensils on serving stations must be positioned so that the part in contact with a person's hand does not touch the food.

F. FOOD AND DRINK IN PRODUCTION AREAS

Eating, drinking, smoking and gum-chewing are not allowed in production, service or equipment and utensil washing areas. No employees' coffee mugs or drinking cups stored at work stations.

Guidelines:

- Employees may be permitted to drink beverages in an approved, designated location where no food safety problems will result. Currently approved containers include bottles with a straw and “sport top” bottles as long as they are left open during use to avoid hand or glove contamination.

**KENNEWICK SCHOOL DISTRICT #17- Nutrition Services
Performance Appraisal for Classified Employees**

NAME OF EMPLOYEE: _____ POSITION: _____
DEPARTMENT: Nutrition Services SCHOOL: _____ DATE: _____

Unsatisfactorily	Needs Improvement	Meets Expectations	Exceeds Expectations	Primary Job Functions:
				1. Performs work of serving, preparation and clean up effectively. Follows menu specifications.
				2. Carries out assigned responsibilities willingly as appropriate to level of assignment. Follows the direction of the supervisor in a timely manner.
				3. Meets paperwork deadlines: i.e., inventory, time sheets, ordering, etc. Completes Production Records as required to ensure compliance and recipe consistency with USDA guidelines.
				4. Exhibits a full understanding of all aspects of the job including the National School Lunch Program.
				5. Relates effectively with students, teachers, staff, supervisors and public. Conflict and crisis are handled in a professional and productive manner and in accordance with Board Policy 5270.
				6. Food is presented in an appealing manner and meets District standards for presentation. Serving lines are free of clutter, are clean and organized. Signage, including item identifiers, menus, prices and marketing materials are posted on time and in the appropriate location.
				7. Promptly reports hazardous conditions and accidents. Employee follows safety rules and is accident free for the year.
				8. Has high standards of cleanliness and kitchen sanitation according to local health regulations and District procedures. Passes all local health department inspections on the first visit. (Re-audits are not necessary due to non-compliance).
				9. Exhibits a willingness to change as needed. Follows through on tasks independently.
				10. Is punctual and regular in attendance.
				11. Adheres to Nutrition Services Department dress code and maintains a high standard of personal hygiene, grooming and appearance.
				12. OVERALL PERFORMANCE RATING

Employee's and Reviewer's Comments and Notes (include evaluation number being commented on):

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.
Signature of Evaluator, Title _____ Date: _____

I have reviewed this report. My signature does not necessarily indicate agreement with this rating.
Signature of Employee _____ Date: _____

Reviewed By: _____ Date: _____

Distribution – Original Human Resources – Copy to Employee – Copy NS Office

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, NUTRITION
5 SERVICE BARGAINING UNIT AND KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED
6 INTO PURSUANT ARTICLE XII, SECTION 12.1. AND 12.7. OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.
8

9 The parties met and agree to the following:

- 10
11 1. To comply with RCW. 28A.400.280.
12 o An employee with medical insurance coverage through the district offered Qualified High Deductible
13 Health Plan (QHDHP) can self-fund to a Health Savings Account (HSA). The amounts contributed form
14 the pool are as follows:
15 ▪ Twenty (\$20.00) dollars Employee only
16 ▪ Forty (\$40.00) dollars Employee Spouse\Employee Child.
17 o Employees who elect medical coverage must pay a minimum out of pocket premium.
18 o Employees not paying any out of pocket costs would pay one percent (1%) based on the formula below:
19 Plan Premium x one percent (1 %) x FTE% = minimum employee monthly out of pocket cost.
20 o The dollar amount collected in the above formula would be placed into the insurance pool for out of
21 pocket costs for employee spouse, employee children or family coverage.
22
23 2. Article XII, Section 12.7. modified to read as:

24
25 **Section 12.7. Distribution of Allocations.**

- 26 7. Mandatory benefits for each employee includes dental and vision programs and requires the participation of
27 each eligible employee. This amount is deducted from the state allocation based on FTE for each employee.
28 8. Each employee will make his/her selection of optional benefits under the insurance program provided herein.
29 9. Additionally, the KSD will contribute annually to the pool, monies equal to (unit FTE/PSE unit FTE) x one-
30 hundred thousand dollars (\$100,000.00).
31 10. Additionally, the KSD will contribute annually to the pool, monies equal to (unit FTE/PSE unit FTE) x fifty-
32 thousand dollars (\$50,000.00).
33 11. Additionally, the KSD will contribute annually to the Nutrition Services pool eight thousand dollars
34 (\$8,000.00).
35

36 The pool shall be distributed as follows:

- 37
38 1. The Health Care Authority (HCA) will be paid in full by the District per FTE.
39 2. Benefit FTE shall calculated as: One hundred eighty (180) days times base contract hours plus holiday hours
40 divided by 1,440 hours.
41

42 This Memorandum of Understanding shall become effective upon signatures and shall remain in effect until August 31,
43 2019 and shall be attached to the current Collective Bargaining Agreement.
44

45 PUBLIC SCHOOL EMPLOYEES OF
46 WASHINGTON/SEIU LOCAL 1948
47

48 KENNEWICK NUTRITION SERVICES CHAPTER

KENNEWICK SCHOOL DISTRICT #17

49
50
51 BY: _____
52 Stephanie Wright, Chapter President

51 BY: _____
52 Betsy Dickinson, Classified HR Manager

53
54
55 DATE: _____

55 DATE: _____

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KENNEWICK NUTRITION SERVICES AND THE KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The District will no longer offer an incentive program for extra pay. Employees who are currently receiving this pay will continue to receive this pay until separation of service with Kennewick School District Nutrition Services. Said employees will no longer need to continue with classes in order to receive the extra pay. Below is a list of these employees and the amount they will receive:

EMPLOYEE	AMOUNT	EMPLOYEE	AMOUNT
BARAJAS, BRANDEN M	\$0.25	BOWERLY, RHEA D	\$0.80
CORDOBA LOPEZ, MARIA L	\$0.25	JACKSON, MONICA M	\$0.80
HALTERMAN, AUDREY M	\$0.25	MARTINDALE, DELPHENE J	\$0.80
ANDERSON, KIM M	\$0.35	BALLANDBY, DEBRA J	\$0.80
PHANEKHAM, KETMALAI	\$0.35	DAVIS, RITA KAY	\$0.80
MARKSMEIER, JENNIFER R	\$0.35	FINLEY, BETTY J	\$0.80
MILLER, TIEN N	\$0.35	GOURLEY, MARJORIE A	\$0.80
PETERS, REBECCA L	\$0.35	HULL, AMY E	\$0.80
ROGERS, THERESA L	\$0.35	LOPEZ MONTES, MARIA Y	\$0.80
MCCLEERY, SANDRA S	\$0.45	MAGALLON, RUBI I	\$0.80
SWART, CYNTHIA R	\$0.45	MARTINDALE, DELPHENE J	\$0.80
JONES, ELIZABETH A	\$0.45	MEDINA, ALMA D	\$0.80
CHAPMAN, DEE L	\$0.55	MEEKS, K SUSAN	\$0.80
KIST, CHERYL F	\$0.55	MOHL, ELLEN M	\$0.80
WILSON, ELIZABETH R	\$0.55	RICHARDSON, CONNIE J	\$0.80
HANSEN, GLENDA S	\$0.80	ROBERTS, DANA M	\$0.80
SCHOUVILLER, BECKY A	\$0.80	WABUNSEE, JANIS L	\$0.80

This Letter of Agreement shall become effective on September 1, 2018 and shall remain in effect until August 31, 2019 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

Kennewick Nutrition Services Chapter

KENNEWICK SCHOOL DISTRICT #17

BY: _____
Stephanie Wright, Chapter President

BY: _____
Betsy Dickinson, Classified HR Manager

DATE: _____

DATE: _____