

COLLECTIVE BARGAINING AGREEMENT BETWEEN

RICHLAND SCHOOL DISTRICT #400

AND

**PUBLIC SCHOOL EMPLOYEES OF
RICHLAND NUTRITION SERVICES**

SEPTEMBER 1, 2021 - AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948

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

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

21 **Section 1.4.**

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

29 **RIGHTS OF THE EMPLOYER**

30 **Section 2.1.**

31 It is agreed that the customary and usual rights, powers, functions, and authority of management are
32 vested in management officials of the District and its delegated representatives. Included in these rights
33 in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is
34 the right to hire, promote, demote, retain, transfer, and assign employees in positions; the right to
35 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
36 release employees from duties because of lack of work or for other legitimate reasons. The District
37 shall retain the right to maintain efficiency of the District operation by determining the methods, the
38 means and the personnel by which operations undertaken by the employees in the unit are to be
39 conducted.
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43 **Section 2.2.**

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

RIGHTS OF THE EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

Section 3.4.

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

Section 3.4.1. Harassment

The District and the Association is committed to providing a work environment free from unlawful harassment. The District will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Refer to District Policy and Procedures #8900 (<https://app.eduportal.com/documents/view/717196>) for specifics.

Section 3.5.

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

Section 3.6.

Each employee retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association, or to the Public School Employees of Washington/SEIU Local 1948.

1 **Section 3.7.**

2 The District shall provide orientation of new employees within the first (1st) week of employment.
3 Orientation shall include, but not limited to the following:

- 4 1. All District forms/paperwork required for new employees.
- 5 2. Job description.
- 6 3. Discussion of pay scale/including employee’s expected rate.
- 7 4. Explanation of insurance, retirement, and leave benefits.

8
9 The Employer will provide Public School Employee of Washington/SEIU Local 1948 (PSE)
10 reasonable access to new employees of the bargaining unit for the purposes of presenting information
11 about PSE to the new employee. “Reasonable access” for the purposes of this section means the access
12 to the new employee occurs within one (1) week of the employee’s start date within the bargaining
13 unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s
14 regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the
15 Employer and PSE.
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19 **ARTICLE IV**
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21 **RIGHTS OF THE ASSOCIATION**
22

23 **Section 4.1.**

24 The Association has the right and responsibility to represent the interests of all employees in the unit,
25 to represent its views to the District on matters of concern, and to enter into collective negotiations
26 with the object of reaching an agreement applicable to all employees within the bargaining unit. The
27 Association shall be consulted with respect to the manner and method of any reduction in force
28 because of lack of work or other legitimate reason.
29

30 **Section 4.1.1.**

31 The Association shall be promptly notified by the District of any grievances or disciplinary
32 action of any employee in the unit in accordance with the provisions of Discharge and
33 Grievance procedure Articles contained herein. The Association is entitled to have observers at
34 hearings and discussions conducted by any District official or body arising out of grievance and
35 make known the Associations views concerning the case.
36

37 **Section 4.1.2.**

38 The Association reserves and retains the right to delegate any right or duty contained herein to
39 appropriate officials of the Public School Employees of Washington/SEIU Local 1948.
40

41 **Section 4.2.**

42 Seniority lists will be updated by November 1st of each year. A copy of the list will be provided to
43 every employee and the Association. The Association will have access to other public information on
44 request at the District business offices during regular business hours in accordance with state and
45 federal laws and regulations. Names, positions and hire dates of persons employed after November 1st
46 shall be reported to the Association within ten (10) workdays of hire date.
47
48



1 **Section 4.3. Orientation.**

- 2 A. The District will provide the Association advance notice before any scheduled new employee
- 3 orientation, and within forty-eight (48) hours in advance of the orientation will provide an
- 4 electronic list of expected participants, where possible.
- 5 B. The format and content of the District orientation is up to the District.
- 6 C. District Orientations can be conducted onsite or virtually at the discretion of the District.
- 7 D. The District will provide a PSE representative no less than thirty (30) minutes, separate from the
- 8 District’s orientation time, to make a presentation to new employees. District representatives
- 9 shall not be present during the Association presentation.
- 10 E. In case there is no scheduled orientation the District shall provide the Association a paid thirty
- 11 (30) minute meeting for all new hires during the bargaining unit employees’ work time within
- 12 one (1) week of their hire date.
- 13 F. The Union president or designee shall be granted paid release time to conduct this meeting.

14
15 **Section 4.3.1. New Hire Notification.**

16 The District will provide the Association electronic notification of the name, address, personal
17 phone number, job title, work location, and work email address of the newly hired bargaining
18 unit employees at least three (3) work days before they begin their first day on the job.

19
20 **Section 4.4.**

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

24
25 **Section 4.5.**

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

30
31 **Section 4.6.**

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

35
36 **Section 4.7.**

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

41
42 **Section 4.8. Bulletin Boards.**

43 The District shall provide bulletin board space in each building for the use of the Association. The
44 bulletins posted by the Association are the responsibility of the officials of the Association. Each
45 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
46 bulletins may not be posted. There shall be no other distribution or posting by employees or the
47 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
48 property, other than herein provided. The responsibility for the prompt removal of notices from the



1 bulletin boards after they have served their purpose shall rest with the individual who posted such
2 notices. This section does not preclude the use of the interschool mail system for Association business.

3
4 **Section 4.9.**

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

8
9 The trainer shall be the employee within the kitchen who has the most seniority that pertains to the
10 position they are cross-training for, if the most senior person does not want to train and there is another
11 available employee the process of trainer selection would go from most senior to least senior.

12
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14
15 **ARTICLE V**

16
17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

18
19 **Section 5.1.**

20 It is agreed and understood that appropriate matters for consultation and negotiation are grievance
21 procedures, wages, hours, and working conditions.

22
23 **Section 5.2.**

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

27
28 **Section 5.3.**

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

32
33 **Section 5.4.**

34 The Association will be included in the distribution of the final draft of the school calendar. The parties
35 shall bargain upon request of the Association with regard to calendar impacts.

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38 **ARTICLE VI**

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41 **ASSOCIATION BUSINESS**

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43 **Section 6.1. Labor Management Committee.**

44 The Labor/Management committee shall consist of the Association President and three (3) Association
45 members, Nutrition Service Management and two (2) representatives from the District. Additional
46 members may be asked to attend based upon specific topics. The committee shall meet at mutually
47 agreed dates and times not less than quarterly at a District supplied space. If outside of their normal
48 work time, employees will be paid up to a maximum of one (1) hour of their regular pay rate. The

1 purpose of the meetings is to discuss issues arising in the day-to-day operation of the department.
2 These meetings shall not change or otherwise impact the collective bargaining agreement or take the
3 place of negotiations.
4

5 **Section 6.1.1. Cultural Competency on Equity, Diversity, and Inclusion.**

6 The Labor Management Committee as defined in the CBA is committed to discussing cultural
7 competency, equity, diversity, and inclusion during the term of this agreement. The LM
8 Committee may mutually agree to participate in workshops on this topic and/or provide
9 training and information to bargaining unit members and managers. Any workshops, planning
10 work, training, or discussions specific to this topic that are outside of paid time will be paid at
11 the employee’s hourly rate. (e.g., labor management meetings are already paid).
12

13 **Section 6.2.**

14 Association representatives will be allowed sufficient time during working hours to discuss with
15 employees’ grievances and appropriate matters directly related to working situations in their area.
16 Association representatives will guard against the use of excessive time in the handling of such
17 matters.
18

19 **Section 6.3.**

20 Association representatives may receive and investigate to conclusion complaints or grievances of
21 employees, and thereafter advise employees of rights and procedures outlined in this Agreement and
22 applicable regulations or directives for resolving the grievances or complaints. The Association may
23 consult with the District on complaints without a grievance being made by an individual employee and
24 may pursue the matter to conclusion.
25

26 **Section 6.4.**

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

33 **HOURS OF WORK AND OVERTIME**
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35

36 **Section 7.1.**

37 The workweek shall normally be weekdays (Monday through Friday). If an employee works on
38 Saturday or Sunday, the employee will be paid per Section 7.1.2. Under emergency situations on non-
39 contracted days (i.e., weekends, spring break, holidays, etc.), the District shall seek volunteers first. If
40 there are too many volunteers, staffing will be done on a rotational basis of highest in seniority to
41 lowest. If no volunteers, staffing will be done on a rotational basis of lowest in seniority to highest.
42

43 **Section 7.1.1.**

44 Each employee shall be assigned to a regular shift and workweek. Beginning
45 and ending times may vary according to building and student schedules which shall not be
46 changed without prior notice to the employee of ten (10) workdays, except in case of
47 emergency or if waived by employee.
48

1 **Section 7.1.2.**

2 Overtime is one and a half (1½) times the hourly rate. Overtime will be paid for all hours
3 worked over forty (40) hours per week. All overtime must have prior approval of the Nutrition
4 Services Director. Employees will not be assigned to a work schedule that flexes their daily
5 hours worked in a day for the purpose of circumventing overtime hour’s accrual.
6

7 **Section 7.1.3.**

8 Each employee shall be provided breaks and lunch periods as follows:
9

- 10 1. Works 3.5 – 3.75 consecutive hours will be entitled to one (1) fifteen (15) minute paid
11 break.
- 12 2. Works 4 – 4.75 consecutive hours will be entitled to one (1) twenty (20) minute paid
13 lunch break.
- 14 3. Works 5 – 6.75 consecutive hours will be entitled to one (1) twenty (20) minute paid
15 lunch break & one (1) fifteen (15) minute paid break.
- 16 4. Works 7 consecutive hours or more will be entitled to one (1) twenty (20) minute paid
17 lunch break and two (2) fifteen (15) minute paid breaks.
18

19 **Section 7.2.**

20 Employees, who attend staff meetings, and/or in-service training programs, will be paid at the
21 employee’s hourly rate of pay for meetings held outside the normally scheduled work shift.
22

23 **Section 7.3.**

24 Regular qualified personnel from within the same kitchen shall be given preference in filling vacancies
25 caused by regular employees’ intermittent absences from work. These absences are defined as those
26 normally filled by a substitute (Section 1.3.). Selection for filling these absences will be based on
27 seniority and availability, except those positions whose duties require them to fill in for Kitchen
28 Managers (NSW II).
29

30 **Section 7.4.**

31 Employees requested to work a shift regularly filled by a higher classification employee shall receive
32 compensation equal to that normally received in the higher classification.
33

34 **Section 7.5.**

35 Employees requested to work in a job normally filled by a lower classification employee shall not
36 suffer a reduction in wages.
37

38 **Section 7.6.**

39 Call-back time shall be for not less than two (2) hours at the appropriate rate.
40

41 **Section 7.7. Special Functions.**

42 The District prepares food for events other than school lunch and breakfast programs. On those
43 occasions, school personnel will be used to prepare and serve food. In all cases of special functions, the
44 District reserves the right to allow user groups to utilize volunteers or other school employees to serve
45 food.
46

47 All special function assignments will be awarded to the most senior employee(s) at that site. In the
48 event no employee at the site is available the work shall be awarded to the designated catering



1 employee (only if needed to fulfill the floater/caterer weekly contract hours) and then offered to
2 employees on the catering list (See Section 7.7.1.).

3
4 When an employee is called out (has left the school and is scheduled or called back to work) the
5 employee will be paid no less than two (2) hours of pay at the higher of the special function/catering
6 hourly rate or their normal rate (including overtime premium if applicable).

7
8 The preparation and production for special events that occur adjacent to regular schedule work hours
9 will be paid at the higher of the special function/catering hourly rate or their regular rate (including
10 overtime premium if applicable) for all additional time worked with no minimum amount of time.

11
12 It is understood that, from time to time, District facilities are rented out including kitchens and
13 cafeterias. In cases where District equipment is not used for food preparation, the bargaining unit may
14 not be required; however, the District may require, as a condition of renting facilities, the inclusion of
15 Nutrition Services employees to assist, monitor, and supervise the activities. In cases where the
16 District's kitchens and equipment are used for food preparation, Nutrition Service staff will be used.

17
18 **Section 7.7.1. District Catering.**

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

27
28 **Section 7.8.**

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

33
34 **Section 7.9.**

35 Nutrition Service positions will be advertised as follows:

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

43
44 **Section 7.10.**

45 Employees are “contracted” on a one hundred eighty two (182) day basis exclusive of contractual
46 leaves and holidays. The Richland School District schedule incorporates both parent-teacher
47 conferences and early release days. All non-standard student days will be made up by staff in a
48 schedule to be determined by the Nutrition Services Director. Make-up days will be scheduled before

1 school starts in August, during the school year or after school ends in June, for cleaning and/or in-
2 service training. Make up days will not be scheduled more than one week prior to or one week after
3 school is concluded. The schedule will be determined by August 1 for the following school year.
4

5 **Section 7.11. Delayed Start.**

6 In the event there is a delayed start of school, the District shall make every effort to notify all
7 employees through the media and District web site.
8

- 9 • Employees who choose to come to work with the Director’s pre-approval have the option of
10 working their regular schedule.
- 11 • Employees who report late or are absent will work with their supervisors to make up the time
12 resulting from the missed hours.
13

14
15 If employees arrive to work after a two (2) hour delay start and a decision is made to close school,
16 those employees will be released and will be paid a minimum of two (2) hours or actual time worked,
17 whichever is greater.
18

19 **Section 7.12.**

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

29 **HOLIDAYS**

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32 **Section 8.1. Holidays.**

33 All employees shall receive the following paid holidays that fall within their work year:
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- | | |
|------------------------------|---------------------------|
| 35 1. New Year’s Day | 6. Veterans’ Day |
| 36 2. Martin Luther King Day | 7. Thanksgiving Day |
| 37 3. Presidents’ Day | 8. Day after Thanksgiving |
| 38 4. Memorial Day | 9. Day before Christmas |
| 39 5. Labor Day | 10. Christmas Day |

40
41 **Section 8.1.1.**

42 Holiday pay is based upon your scheduled work hours and the base rate in effect at the time the
43 holiday occurs. Extra hours and substitute hours do not qualify for holiday pay. Employees who
44 are on active payroll must work their last assigned shift preceding the holiday and the first
45 assigned shift succeeding the holiday to receive holiday pay. An exception to this requirement
46 would be for an employee to be on approved paid leave.
47
48



ARTICLE IX

LEAVES

Section 9.1. Intent.

Employees in the District have access to a variety of leave options based on their personal circumstance. The intent of this Article is to provide general guidelines for each leave option. The District will follow current legal guidance for any State or Federal leave option and the Human Resources Department is committed to an interactive process with employees to support their needs. All requests for leave shall be submitted in writing to the Nutrition Services Director. Employees shall be notified in writing within (5) business days of submission of leave request of approval or denial. Kitchen Managers shall be notified by the Director of all requests for leave. For leaves greater than 6 days, employees are required to work with the District’s Human Resources Office to coordinate leave options, start and end dates of leave, and concurrent or consecutive use of leave as allowed by statute.

Section 9.2. Table of Contents.

<u>Type of Leave</u>	<u>Section</u>	<u>Status of Leave</u>
Sick Leave	9.3.	Paid until exhausted
Family Medical Leave Act (FMLA)	9.4.	Up to 60 days unpaid leave
Washington Paid Family Medical Leave	9.5.	Unpaid within state-determined limits
Parental Leave (Maternity, Paternity, Adoption, Foster)	9.6.	Paid/Unpaid within limits
Personal Leave	9.7.	Paid until exhausted
Bereavement	9.8.	Paid within limits
Judicial	9.9.	Paid within limits
Military	9.10.	Paid within limits
Leaves of Absence	9.11.	Paid or Unpaid
Worker’s Compensation	9.12.	Paid or Unpaid within limits
Attendance Counseling	9.13.	N/A
Sick Leave Sharing	9.14.	Paid until exhausted

Section 9.3. Sick Leave.

- A. Each employee shall accumulate one (1) day of sick leave for each calendar month worked.
- B. Newly hired employees will receive pro-rated amount of sick time for the month hired based on the number of days worked and hours per day.
- C. Sick leave shall be vested when earned and shall be accumulated up to the number of days in the employee’s work year pursuant to State law.
- D. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.
- E. Sick leave benefits shall be paid on the basis of hourly rate applicable to the employee’s normal daily work shift; provided, however, that should an employee’s normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.



- 1 F. If an employee terminates employment with the District while having taken sick leave days
2 projected, but not earned, a deduction shall be made from the last paycheck in the amount of the
3 cost of salary and benefits for those days (or fractions thereof). If the amount of deduction exceeds
4 the amount of the last paycheck, the employee is financially responsible for paying the overage
5 back to the District.
- 6 G. Should an employee's absence exceed five (5) days, the District will require verification from a
7 health care provider that an employee's use of paid sick leave is for an authorized purpose
8 (reference RCW 49.46.210). The District will not require that the information provided explains
9 the nature of the condition.
- 10 H. Employees are authorized to utilize sick leave for the following reason (reference RCW
11 49.46.210):
- 12 1. To provide care for a family member with mental or physical illness, injury, or health
13 condition.
 - 14 2. To provide care for a family member who needs medical diagnosis, care, or treatment of a
15 mental or physical illness, injury, or health condition(s).
 - 16 3. To provide care for a family member who needs preventative medical care for a family
17 member with mental or physical illness, injury, or health condition.
 - 18 4. Family means any of the following (including future changes/additions set by state or
19 federal statute):
 - 20 a. A child, including biological, adopted, or foster child, stepchild, or a child to whom
21 the employee stands in loco parentis, is a legal guardian, or is de facto parent,
22 regardless of age or dependency status.
 - 23 b. A biological, adoptive, de factor, or foster parent, stepparent, or legal guardian of an
24 employee or the employee's spouse or registered domestic partner, or a person who
25 stood in loco parentis when the employee was a minor child.
 - 26 c. A spouse.
 - 27 d. A registered domestic partner.
 - 28 e. A grandparent.
 - 29 f. A grandchild.
 - 30 g. A sibling.
 - 31 5. Family illness leave is noncumulative and is deducted from sick leave.
- 32 I. Any denial for time off shall require a written reason from the District.
- 33 J. Emergency leave will be granted and deducted from sick leave. An emergency is defined as a
34 problem that must have been suddenly precipitated and must be of such a nature that preplanning
35 was not possible, and of a nature that preplanning could not relieve the necessity for the
36 employee's absence.

37
38 **Section 9.4. Family Medical Leave Act.**

- 39 A. The District will allow use of employee granted leave pursuant to RCW Chapter 49.78
40 (Washington Family Leave Act) or the federal statute (29 CFR Part 825), whichever provides the
41 greater benefit.
- 42 B. Notwithstanding the provisions of the Washington Family Leave Act or the Federal Family and
43 Medical Leave Act (FMLA), the District agrees to apply the provisions of that Act to all employees
44 in the bargaining unit who have completed twelve (12) months of employment with the District
45 and have worked seven hundred twenty (720) hours or more in the previous twelve (12) months
46 regardless of whether they meet the eligibility requirements contained in the FMLA.
- 47 C. FMLA benefit eligibility is calculated on a rolling twelve (12) month calendar beginning with the
48 first day of FMLA-qualified leave.

1 **Section 9.5. Washington Paid Family Medical Leave (PFML).**

- 2 A. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their discretion
3 and any award is subject to the State’s eligibility rules, not the employer’s. Any PFML leave
4 awarded shall be used concurrently with FMLA unless regulations specify otherwise. Employees
5 will coordinate the duration of paid and/or unpaid leaves (e.g., PFML, Sick Leave, Personal Leave,
6 etc.) with the Human Resources Department.
7 B. The District will not supplement the unpaid portion of PFML benefits.
8

9 **Section 9.6. Parental (Maternity, Paternity, Adoption, Foster) Leave.**

- 10 A. Parental Leave shall commence at the designation of the employee and the employee’s personal
11 physician, provided that said leave shall not commence sooner than thirty (30) business days prior
12 to the estimated date of childbirth, unless medically required and so certified in writing to the
13 District by the employee’s attending physician.
14 B. Absence from work due to pregnancy is to be treated as if the employee were sick or otherwise
15 temporarily disabled.
16 C. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their discretion
17 and any award is subject to the State’s eligibility rules, not the employer’s. Any PFML leave
18 awarded shall be used concurrently with FMLA. unless regulations specify otherwise. Employees
19 will coordinate the duration of paid and/or unpaid leaves (e.g., PFML, Sick Leave, Personal Leave,
20 etc.) with the Human Resources Department.
21 D. Parental Leave shall not exceed twelve (12) weeks unless otherwise extended by specific
22 circumstances. Any request to extend parental leave beyond twelve (12) weeks (or otherwise
23 extended) is considered a leave of absence.
24 E. The employee shall notify the District at least ten (10) workdays prior to the date upon which the
25 employee intends to return to work following parental leave.
26 F. Employees returning from parental leave shall be placed in their former position in the District.
27 Should parental leave extend into the second year of unpaid leave, the employee’s total hours at the
28 time of their leave are protected but not any specific school or job placement. This section shall
29 comply with PFML and FMLA regulations.
30 G. Refer to <https://paidleave.wa.gov/?s=Benefit+guide> for additional guidance on PFML.
31 H. This section shall comply with State and Federal Statutes related to parental leave. Eligibility for
32 PFML is subject to state regulations and employees are required to apply for PFML benefits
33 through the Employment Security Department (ESD). Approval or denial of PFML benefits lies
34 solely with the ESD.
35 I. An employee may elect to have parental leave deducted from their accrued leaves banks (e.g., sick,
36 personal, vacation).
37 J. The District will not supplement any unpaid portion of PFML benefits.
38

39 **Section 9.7. Personal Leave.**

- 40 A. Each employee will be allowed three (3) days of unrestricted personal leave.
41 B. Advanced notice shall be given by the employee taking this leave. No reason needs to be given to
42 take these three (3) personal days except the word “personal”.
43 C. Personal leave will be granted on a first come, first served basis. The District may deny personal
44 leave requests due to lack of building/department coverage. Personal leave may not be taken on
45 the first or last day of school.
46 D. Accumulated Personal Leave & Cash Out Procedures:
47 1. Two (2) days of leave in any one (1) fiscal year will be cumulative.

2. The employee may bank two (2) days at the end of June to have a maximum of five (5) days available in the next school year.
3. The employee may cash out a maximum of three (3) unused personal days annually at one hundred percent (100%) during the fiscal year. Payment for personal days may not be claimed under more than one District policy for any day of absence. The employee is responsible for notifying the District as to the employee's choice to cash-out or bank Personal Leave.

Section 9.8. Bereavement Leave.

- A. Employees shall be allowed a maximum of five (5) days of paid leave for each occasion of absence caused by death in the immediate family.
- B. The employee shall submit justification in writing to the Human Resources. This justification can be submitted upon return in emergent circumstances.
- C. Immediate family is defined as spouse, domestic partners, parents, stepparents, guardians, grandparents, brothers, sisters, stepbrothers, stepsisters, children, stepchildren, in-laws, and grandchildren.
- D. Bereavement leave shall be allowed for absence occasioned by the death of the employee's extended family, provided that such leave shall be limited to a maximum of three (3) days per occasion. Extended family is defined as aunt, uncle, niece, nephew, and spouse and children's immediate family.
- E. Employees shall be allowed a maximum of one (1) day of paid leave for the death of a 1) close friend, or 2) a relative not included in the "immediate family" or "extended family" definition above. The single-day bereavement leave provided in this paragraph is limited to three (3) occasions per year.
- F. Bereavement leave is noncumulative.
- G. Exceptions with respect to bereavement leave may be granted on a case-by-case basis and will not set a precedent.

Section 9.9. Judicial Leave.

- A. Employees summoned to serve as a juror, subpoenaed to appear as a witness in court or named as a co-defendant with the School District shall receive their normal rate of pay for each day attendance is required in court.
- B. Any compensation received for such service shall be retained by the employee.
- C. If an employee is a party in a court action (as a plaintiff/respondent) unrelated to the District, such employee may request a leave of absence (See Section 9.11).

Section 9.10. Military Leave.

- A. Employees shall be granted up to twenty-one (21) days of paid leave while participating in annual active-duty training or deployment as members of the National Guard or U.S. Armed Forces Reserve.
- B. Employees are not entitled as a matter of right to a leave of absence to attend military reserve meetings held during employees working hours.
- C. The duration of paid leave available (currently twenty-one [21] days) will remain consistent with statute. If the number of paid days changes, the parties agree to change to the new number.

Section 9.11. Leaves of Absence.

- A. Employees who have completed two (2) full years of employment with the District may submit a written request for a leave of absence, not to exceed one (1) year.

- B. A second (2nd) year leave of absence may be granted for reasons of extended illness or disability.
- C. The employee will be returned to the same or similar position without loss of accrued seniority, salary, and sick leave rights.
- D. Leaves of absence can be paid or unpaid depending on the amount of paid time available to an employee.
- E. Leave and seniority shall not accrue while the employee is on an unpaid leave of absence.

Section 9.12. Workers Comp.

- A. Any employee covered by Workman’s Compensation and State Industrial Insurance, who is unable to work due to a job-related injury or illness, may choose to use accrued sick leave in the amount of the difference between his or her regular pay and compensation received from the State Department of Labor and Industries.
- B. Sick leave shall be deducted for the first three (3) days following the date of said injury or illness.
- C. Should an employee later receive compensation from the Department of Labor and Industries for the first three (3) days of absence following a work-related injury or illness, the amount paid by the employee shall be credited to the District from monies due the employee in the next payroll period.
- D. That portion of sick leave paid, as determined by the ratio of regular sick leave and State Industrial Compensation, shall be charged against the employee’s accrued sick leave.

Section 9.13. Attendance Counseling.

- A. Attendance Counseling:
 - 1. When an employee has expended all leave and requests additional time-off, a supervisor may request the employee to provide a summary of reasons for all leave taken within the current year.
 - 2. Prior to initiating the disciplinary process with an employee with excessive unpaid leave, the Supervisor will have a leave counseling session with the employee which may include written attendance expectations.
 - 3. Progressive Discipline (consistent with RSD Policy #5275 and due process rights in this Agreement) may be administered after written attendance expectations have been issued to the employee.
 - 4. Excessive unpaid absences may result in termination of employment.

Section 9.14. Sick Leave Sharing.

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

Section 9.15. Sick Leave Buy-Back and Cashout.

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



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ARTICLE X

SENIORITY

Section 10.1.

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

Section 10.2.

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

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

Section 10.3.

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

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

Section 10.4. Seniority.

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

Section 10.4.1.

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

Section 10.4.2.

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

Section 10.4.3.

Each new employee shall remain on a probationary status for a period of ninety (90) workdays following the hire date. Probationary employees are subject to discharge without review through the grievance procedure. There is only one (1) probationary period. Changing Job Classification does not invoke an additional probationary period.



1 **Section 10.5. Layoff.**

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

10
11 In emergency situations, as currently provided at law, the District will negotiate these matters with
12 PSE as soon after implementation as is possible.

13
14 Employees on layoff status shall file their addresses in writing with the personnel office of the District
15 and shall thereafter promptly advise the District in writing of any change of address.

16
17 **Section 10.6. Job Posting.**

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

24
25 **Section 10.7. Promotion.**

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

28
29 **Section 10.8. Transfer of Experience.**

30 *Transfer of Washington State School District Experience:*

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

40
41 If a transferring *in* employee is hired into a classification different than the classification held at the
42 previous School District, the transferring *in* employee shall be granted the same longevity, leave
43 benefits and other benefits (including years of experience on the salary schedule and vacation credit,
44 but excluding seniority) as an employee in the Richland School District who made a change in
45 classification.

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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

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

Section 11.2. Notification to Non-Annual Employees.

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

Section 11.3.

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

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

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

Section 12.2.

Unless modified by the legislature, those employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution of their selected insurance benefits. The employer agrees to provide the insurance plans and provide funding for all bargaining unit members and their dependents, based on their eligibility above, as required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carveout for all eligible employees.

Section 12.3.

Insurance plans shall be provided per SEBB guidelines:

Mandatory participation for the benefit program shall consist of the following benefits:

1. Basic Life and Accidental Death and Dismemberment (AD&D)
2. Basic Long-Term Disability
3. Dental
4. Vision

1 Optional participation for the following benefits shall consist of:

- 2 1. Medical
- 3 2. Supplemental Life and Accidental Death and Dismemberment (AD&D) additional
- 4 coverage may be purchased by employees at their discretion.
- 5 3. Supplemental Long-Term Disability- additional coverage may be purchased by the
- 6 employees at their discretion.

7 It is the responsibility of the employees to enroll into these plans and insurances. All benefits offered
8 will follow SEBB guidelines.

9
10 **Section 12.4.**

11 The open enrollment period and regulations shall be defined by State Law and the School Employees
12 Benefits Board (SEBB). Once enrollment is completed, no insurance options may be added or deleted
13 during the contract year except for reasons associated with family status changes. Employee(s) filling
14 new positions and hired after September 1 may elect insurance coverages from the plans available
15 during timelines set by SEBB. New (current year) employees shall receive the state benefit allocation
16 to apply toward their SEBB selections.

17
18 **Section 12.5.**

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

20
21 **Section 12.6.**

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

26
27 **Section 12.7. Flow Through.**

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

30
31 **Section 12.8. VEBA.**

32 The District has adopted the VEBA (The "Plan") pursuant to applicable RCW's and agrees to make
33 contributions to the Plan on behalf of all employees in the unit who are eligible to participate.
34 Contributions on behalf of each eligible employee shall be based on the conversion value of leave days
35 accrued by such employee available for contribution in accordance with the statute.

36
37 Each school year during the term of this agreement, a Memorandum of Understanding will be executed
38 so the bargaining unit can select the contribution options to be available to all members of the unit for
39 that school year.

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41
42 **ARTICLE XIII**

43
44 **EDUCATIONAL CREDITS**

45
46 **Section 13.1. Earned Credits.**

47 School Nutrition Service employees demonstrate professionalism by attaining and maintaining
48 certification to keep current in child nutrition programs and the nutrition service industry. Therefore,

1 the Richland School District Nutrition Services will fund the following Educational Credits program.
2 Staff earning credits through additional training, will be eligible for additional incentive compensation
3 consistent with the following schedule:
4

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

12 Totals: Initial certification plus sixty (60) additional course hours = a maximum of one dollar (\$1.00)
13 incentive pay.
14

15
16 Employees with a BA, BS, or AA will be moved to level III of the course hours table as defined above
17 as defined above. Official transcript(s) must be submitted to the HR department by October 1st to
18 receive the benefit for that contract year. Official transcript(s) are only required to be submitted once
19 the benefit continues.
20

21 Once levels are met there is no continuing education requirement to maintain that level. OSPI
22 professional standards requires six (6) credit hours a year that will be provided by RSD and paid for at
23 current wages.
24

25 Pay Incentive: Clock hours are due August 30 of every year for pay incentives to be effective
26 September 1st of the following school year. A summary sheet of the events, date, and number of clock
27 hours is to be in the Nutrition Services office no later than September 1 for the incentive to begin that
28 school year.
29

30 Tuition Reimbursement: The District will create a five-thousand dollars (\$5,000.00) tuition
31 reimbursement fund for employees taking college courses of 101 or higher. Current employees
32 applying for tuition reimbursement shall apply using the tuition reimbursement application.
33 Reimbursement can be requested for tuition, registration expenses, and books. The following criteria
34 will be used to determine eligibility:

- 35 a. The Course must be offered by an accredited college/university.
- 36 b. Eligible classes must be college course levels of 101 or higher.
- 37 c. A passing grade of “C” or a 2.0 on a 4.0 scale or better must be received.
38
39
40

41 ARTICLE XIV

42 ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

43 Section 14.1. Membership.

44 (Reference RCW 41.56.110) The Association, which is the legally recognized Exclusive Bargaining
45 Representative of the classified employees as described in the recognition clause of this Agreement,
46 shall have the right to have deducted from the salary of members of the Association (upon receipt of an
47
48

1 authorization form), an amount equal to the fees and dues required for membership in the Association.
2 The parties recognize that each employee has the right to become a member of the Association and the
3 District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that
4 process.

5
6 **Section 14.1.1. Authorizations.**

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

14
15 **Section 14.2.**

16 The dues deduction and authorization form shall remain in effect from year to year, shall be irrevocable
17 unless revoked within the terms outlined on the Membership Authorization form. The District shall
18 deduct voluntary political contributions from the pay of any employee who authorizes such deduction
19 in writing pursuant to RCW 41.56.110.

20
21 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of
22 the Union in good standing, shall maintain his/her membership in the Union during the term of this
23 Agreement unless membership is revoked through contact with the Union.

24
25 **Section 14.3. Political Action Committee.**

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

32
33 **Section 14.4. Chapter Dues.**

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

38
39 **Section 14.5. Recordkeeping.**

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

43
44 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and
45 safekeeping of those records.
46

1 **Section 14.6. Hold Harmless.**

2 The Association and Public School Employees of Washington/SEIU Local 1948 will indemnify,
3 defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the
4 District as a result of the District’s acceptance of authorizations for payroll deduction of dues and/or
5 PSE’s representations regarding the existence of a valid membership authorization or voluntary
6 political contributions.
7
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10 **ARTICLE XV**

11 **GRIEVANCE PROCEDURE**

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13
14 **Section 15.1.**

15 Grievances or complaints arising between the District and its employees within the bargaining unit
16 defined in Article I herein, with respect to matters dealing with interpretation or application of the
17 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
18 Nothing contained in this Article shall limit the right of employees to pursue adjustment of their
19 grievances according to RCW 41.56.080.
20

21 Grievances related to the interpretation and/or application of this Agreement when filed in the name of
22 the Association, or when filed by an individual when resolution can only be obtained through the
23 Superintendent or his/her designee, may be initiated at the Superintendents level as provided
24 hereinafter. The Nutrition Services Director will be notified when a grievance is initiated at the
25 Superintendent level. The parties may mutually agree to hold timelines in abeyance.
26

27 **Section 15.2. Grievance Steps.**

- 28
29 ➤ Step I (Section 15.2.1.) - Informal meeting with Director of Nutrition Services within thirty (30)
30 workdays of occurrence.
31 ➤ Step II (Section 15.2.2.) - Submit, in writing, to Executive Director of Support Services within ten
32 (10) workdays of conclusion of informal process.
33 ➤ Step III (Section 15.2.3.) - Submit to Superintendent or his/her designee within fifteen (15)
34 workdays of receipt of denial or non-response.
35 ➤ Step IV (Section 15.2.4.) - Submit to School Board within fifteen (15) workdays of receipt of
36 denial or non-response.
37 ➤ Step V (Section 15.2.5.) - Demand for arbitration within ten (10) workdays of Board decision.
38

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

40 Employees shall first discuss the grievance with immediate supervisor.
41 If employees so wish, they may be accompanied by an Association representative at the
42 discussion. All grievances not brought to the immediate supervisor in accordance with the
43 preceding sentence within thirty (30) workdays of the occurrence of the grievance shall be
44 invalid and subject to no further processing.
45

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

47 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding



1 subsection, the employee shall reduce to writing a statement of the grievance containing the
2 following:

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

6
7 The employee shall submit the written statement of grievance to the Executive Director of
8 Support Services for reconsideration within ten (10) workdays of the informal meeting. A copy
9 shall also be submitted to the Executive Director of Human Resources and the Executive Director
10 of Support Services. The parties will have ten (10) workdays from submission of the written
11 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
12 If an agreeable disposition is made, all parties to the grievance shall sign it.

13
14 **Section 15.2.3. Step III - Superintendent or His/Her Designee.**

15 If no settlement has been reached within the ten (10) workdays referred to in the preceding
16 subsection, and the Association believes the grievance to be valid, a written statement of
17 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the
18 Superintendent's designee. After such submission, the parties will have ten (10) workdays from
19 submission of the written statement of grievance to resolve it by indicating on the statement of
20 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
21 sign it.

22
23 **Section 15.2.4. Step IV – School Board Level.**

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

29
30 **Section 15.2.5. Step V – Arbitration.**

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

39
40
41 **ARTICLE XVI**

42
43 **SALARIES AND EMPLOYEE COMPENSATION**

44
45 **Section 16.1.**

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

1 **Section 16.2.**

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

4
5 **Section 16.3. Classification Titles and Definitions.**

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

8
9 **Section 16.4. Personal Vehicles.**

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

13
14 **Section 16.5.**

15 Longevity credit will be applied on the employee’s anniversary date upon the completion of the
16 employee’s 5th, 10th, 15th, 20th, and 25th year.

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20 **ARTICLE XVII**

21
22 **TERM AND SEPARABILITY OF PROVISIONS**

23
24 **Section 17.1.**

25 The term of this Agreement shall be September 1, 2021 to August 31, 2023.

26
27 **Section 17.2.**

28 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
29 parties in writing; provided, however, that this shall be reopened as necessary to consider the impact of
30 any legislation enacted following execution of this Agreement. The parties agree to review the
31 Schedule A structure during the 2021-22 school year and agree to reopen Schedule A for 2022-23 to
32 negotiate wages and the structure of the salary schedule based on committee work. The parties further
33 agree that the insurance allocations shall be increased annually by the State Allocation.

34
35 For 2021-2022; All employee salaries shall be increased by two percent (2%) or IPD whichever is
36 greater.

37
38 For 2022-2023; All employee salaries shall be increased by one point six percent (1.6%) or IPD
39 whichever is greater. Reopen Schedule A to negotiate wages.

40
41 **Section 17.3.**

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

44
45 **Section 17.4.**

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



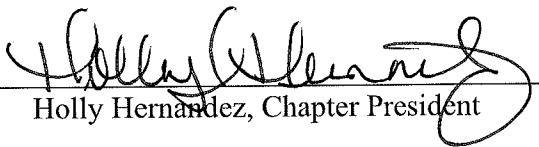
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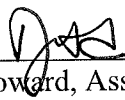
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

RICHLAND NUTRITION SERVICES

RICHLAND SCHOOL DISTRICT #400

BY: 
Holly Hernandez, Chapter President

BY: 
Tony Howard, Assistant Superintendent of HR

DATE: Dec. 18th, 2021

DATE: 12-1-2021



SCHEDULE A
RICHLAND SCHOOL DISTRICT #400
NUTRITION SERVICES SALARY SCHEDULE
September 1, 2021 - August 31, 2022

Position	2020-2021
Nutrition Services Worker I	\$ 14.96
Nutrition Services Worker II	\$ 15.88
Nutrition Services Worker III	\$ 16.79
Nutrition Services Worker IV	\$ 17.29
Kitchen Manager I	\$ 17.94
Kitchen Manger III	\$ 19.89
Catering Rate	\$ 19.32
Floater/Caterer	\$ 16.79

Longevity:

Two percent (2%) on base rate upon completion of year five (5), a two percent (2%) on base rate upon completion of year ten (10), two percent (2%) on base rate upon completion of year fifteen (15), two percent (2%) on base rate upon completion of year twenty (20), and two percent (2%) on base rate upon completion of year twenty-five (25).

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

For the 2021-2022 year, all employee’s wages shall be increased by two percent (2%) or IPD, whichever is greater.

For 2021-2022, employees who were active on the payroll on March 13, 2020, and remained active through date of ratification shall receive a one-time lump sum stipend of one thousand dollars (\$1,000), less applicable withholding for continuing support to students during in-person school closures.



Richland Nutrition Services - Time Adjustment Request /Notification Form

TOP SECTION TO BE COMPLETED BY Nutrition Services Employee

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

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

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

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

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

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

Date Submitted: _____ Employee Signature: _____

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

Management agrees to the following:

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

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

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

_____ Further review warranted

This decision/response is:

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

Director of Nutrition Services: _____

Association President: _____

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

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

