

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**KENNEWICK SCHOOL DISTRICT #17**

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON  
KENNEWICK NUTRITION SERVICE**

SEPTEMBER 1, 2022 – AUGUST 31, 2024



**Public School Employees of Washington / SEIU Local 1948**

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

[www.pseclassified.org](http://www.pseclassified.org)

**TABLE OF CONTENTS**

PREAMBLE ..... 1

ARTICLE I..... 1

    RECOGNITION AND COVERAGE OF AGREEMENT ..... 1

ARTICLE II ..... 2

    RIGHTS OF THE EMPLOYER..... 2

ARTICLE III..... 2

    RIGHTS OF EMPLOYEES ..... 2

ARTICLE IV ..... 4

    RIGHTS OF THE ASSOCIATION ..... 4

ARTICLE V ..... 5

    APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION..... 5

ARTICLE VI..... 5

    ASSOCIATION REPRESENTATION ..... 5

ARTICLE VII ..... 6

    HOURS OF WORK AND OVERTIME ..... 6

ARTICLE VIII..... 9

    HOLIDAYS AND VACATIONS..... 9

ARTICLE IX..... 10

    LEAVES ..... 10

ARTICLE X..... 15

    PROBATION, SENIORITY AND LAYOFF PROCEDURES ..... 15

ARTICLE XI..... 18

    DISCIPLINE AND DISCHARGE OF EMPLOYEES ..... 18

ARTICLE XII ..... 19

    INSURANCE ..... 19

ARTICLE XIII..... 22

    RETIREMENT ..... 22

ARTICLE XIV..... 23

    ASSOCIATION MEMBERSHIP AND CHECKOFF ..... 23

ARTICLE XV ..... 24

    GRIEVANCE PROCEDURE ..... 24

ARTICLE XVI..... 26

    SALARIES, TRAINING AND EMPLOYEE COMPENSATION ..... 26

ARTICLE XVII ..... 29

    TERM AND SEPARABILITY OF PROVISIONS ..... 29

SCHEDULE A..... 31

NUTRITION SERVICES UNIFORM AND PERSONAL HYGEINE CODE ..... 32

PERFORMANCE APPRAISAL FOR CLASSIFIED EMPLOYEES..... 35



1 TEMPORARY TIME/POSITION IS DEFINED AS: Work time assigned to the employee  
2 which is expected to be less than ninety (90) days or is not guaranteed to continue.  
3  
4

5  
6 **ARTICLE II**

7  
8 **RIGHTS OF THE EMPLOYER**  
9

10 **Section 2.1.**

11 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
12 vested in management officials of the District. Included in these rights in accordance with and subject  
13 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
14 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
15 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
16 release employees from duties because of lack of work or for other legitimate reasons. The District  
17 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
18 means, and the personnel by which operations undertaken by the employees in the unit are to be  
19 conducted.  
20

21 **Section 2.2.**

22 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
23 District. In making rules and regulations relating to personnel policies, procedures, and practices, and  
24 matters of working conditions, the District shall give due regard to the rights and obligations imposed  
25 by this Agreement.  
26  
27  
28

29 **ARTICLE III**

30 **RIGHTS OF EMPLOYEES**  
31

32 **Section 3.1.**

33 It is agreed that all employees subject to the Agreement shall have and shall be protected in the exercise of  
34 the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of  
35 such employees to assist the Association shall be recognized as extending to participation in the  
36 management of the Association, including presentation of the views of the Association to the Board of  
37 Directors of the District or any other governmental body, group, or individual. The District shall take  
38 whatever action required or refrain from such action in order to assure employees that no interference,  
39 restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership  
40 in any employee organization.  
41  
42

43 **Section 3.2.**

44 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
45 Association representatives and/or appropriate officials of the District.  
46

1 **Section 3.3.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
3 exclusive of compensation for services rendered to appropriate officials of the Association.  
4

5 **Section 3.4.**

6 Neither the District, nor the Association shall discriminate against any employee subject to this  
7 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged  
8 veteran or military status, sexual orientation including gender expression or identity, the presence of any  
9 sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with  
10 a disability in its programs and activities and provides equal access to Boy Scouts and other designated  
11 youth groups.  
12

13 **Section 3.5.**

14 Each employee shall have the right to see material placed in his/her personnel file, provided the request to  
15 see it is made at the District Personnel Office during regular working hours. Derogatory material  
16 contained in the personnel office shall be expunged, upon request, two (2) years after its placement in the  
17 file. This does not include evaluations. The employee shall have the right to respond, in writing, to any  
18 materials in the file and have such response become a part of the file. Disciplinary letters referencing  
19 offenses against children shall be retained in personnel files.  
20

21 **Section 3.6.**

22 Employees subject to this Agreement have the right to have Association representatives or other persons  
23 present at discussions between themselves and supervisors or other representatives of the District as  
24 hereinafter provided.  
25

26 **Section 3.7.**

27 When an employee receives a written reprimand or warning from a supervisor that is to be placed in  
28 her/his personnel file, the employee may request to sign the form, such signature only indicating that  
29 she/he is aware of its existence. The District shall attach any written response to the reprimand from the  
30 employee and place it in the personnel file.  
31

32 **Section 3.8.**

33 Investigatory meetings and disciplinary meetings will be held at separate times. In investigatory actions,  
34 whenever possible, the District will give the following notice:  
35

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

44 In all disciplinary actions where, formal written charges are to be given an employee, the District will,  
45 whenever possible, give the following notice:  
46

- 47 1. Minimum written notice of twenty-four (24) hours prior to the meeting time. Notice may be  
48 waived by employee.



2. Inform the employee that she/he has the right to have a representative at the meeting.
3. The District shall endeavor to provide notice of disciplinary action as far in advance of twenty-four (24) hours as is feasible.

**Section 3.9.**

Employees working in kitchen areas and around food will be expected to conform to the attached standards (Nutrition Services Uniform and Personal Hygiene Code).

**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.

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

**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 workday. 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.

1 **Section 6.3.**

2 Time during working hours, whenever possible, will be allowed for the PSE Field Representative to  
3 discuss with the employees grievances and appropriate matters directly related to work situations in their  
4 area or craft. Association representatives will guard against the use of excess time in the handling of such  
5 matters.  
6  
7  
8

9 **ARTICLE VII**

10 **HOURS OF WORK AND OVERTIME**

11 **Section 7.1.**

12  
13  
14 The workweek shall normally be weekdays (Monday through Friday). If an employee works on Saturday  
15 or Sunday, the employee shall be compensated at a rate of one and one-half (1½) times the employee's  
16 hourly rate. Under emergency situations, the District has the authority to compel employees to work on a  
17 Saturday or Sunday. At the end of school breaks, specifically Thanksgiving, Winter Break, and Spring  
18 Break employees may be required to return to work on an unscheduled workday in order to prepare  
19 food for the first (1<sup>st</sup>) day of school. The employee is required to request permission from their  
20 supervisor prior to the beginning of the break. The employee will be paid as worked for this time.  
21

22 **Section 7.1.1. Early Release.**

23 Nutrition Services Employees will be paid based on a one hundred eighty (180) day contract.  
24 Employees will be directed to do a deep cleaning or other tasks by management should students  
25 not be present for one hundred eighty (180) days. Early release days are defined as those days,  
26 which are scheduled to be equal to or less than one-half (1/2) a regular school day, such as  
27 report card preparation, conferences, the day before a holiday, and the last day of school.  
28 Unless directed by the supervisor to remain at work, the employee may use one of the  
29 following options on these early release days; after the students have been dismissed for the  
30 day:  
31

- 32 1. Work regularly scheduled hours.
- 33 2. Request vacation or personal leave for unworked hours.
- 34 3. Request compensatory time as accrued under Section 7.10.
- 35 4. Accept a deduction of pay for the unworked hours.
- 36 5. Use sick leave for medical appointments.  
37

38 The employee will enter the choice in Timeclock Plus (TCP) online by payroll cut-off.  
39

40 **Section 7.2.**

41 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed  
42 without prior written district email notice to the employee (and Association) of two (2) calendar weeks.  
43 Such shift shall not be changed without two (2) weeks' notice to the employee in writing and notice given  
44 to the Association, unless the employee voluntarily waives the two (2) week notice in writing.  
45

46 In the event of extenuating or unusual circumstances, the employee may be given another assignment to  
47 be worked during their regularly scheduled shift with less than the one (1) week notification. Notice will  
48 be given to the Association. This notice may be waived by the employee in writing.





1 **Section 7.3.**

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

3  
4 **Section 7.3.1.**

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

- 8  
9 1. Employees who work three and a half (3.5) to five (5) hours will receive one (1) fifteen  
10 (15) minute paid rest break.  
11  
12 2. Employees who work more than five (5) hours will receive one (1) fifteen (15) minute  
13 paid rest break and one (1) thirty (30) minute unpaid meal break.  
14  
15 3. Employees who work seven (7) hours or more will receive two (2) fifteen (15) minute  
16 paid rest breaks and one (1) thirty (30) minute unpaid meal break.  
17

18 Breaks and lunch will be scheduled mutually by District Nutrition Services Managers and by  
19 the kitchen staff after discussion with each employee.  
20

21 **Section 7.4.**

22 For meetings requiring less than one (1) hour of attendance, management may schedule virtual meetings  
23 (which will be recorded) for which employees will be paid to attend. Nutrition Services employees  
24 scheduled to work during scheduled virtual meetings may watch a recorded version not more than seven  
25 (7) calendar days after it is made available. Nutrition Services employees who attend virtual or in person  
26 staff meetings and/or in-service training programs will be paid at the employee's hourly rate of pay for  
27 meetings. In person meetings, when required, will be paid for no less than one (1) hour. Management has  
28 the right to hold required virtual or in person meetings and/or trainings on designated state or District in-  
29 service days.  
30

31 **Section 7.5.**

32 It is mutually agreed that the Employer shall not contract out the lunchroom services during the term of  
33 this Agreement.  
34

35 **Section 7.6.**

36 Regular part-time qualified personnel from within the same kitchen shall be given preference in filling  
37 a casual substitute vacancy in any classification.  
38

39 **Section 7.7.**

40 Employees requested or who volunteer to work a shift regularly filled by a higher classification employee  
41 shall receive compensation of eighty-five cents (\$0.85) per hour more than their current wage.  
42

43 Employees who are required to work in a lower paying classification shall retain their current wage.  
44

45 **Section 7.8.**

46 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the  
47 District will make every effort to inform each employee to refrain from coming to work. This notification  
48 shall be in the form of KSD Website, text alerts, social media, and public radio/TV announcements.

1 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of  
2 such a closure; provided, however, no employee shall be entitled to any such compensation in the event  
3 he/she has been actually notified by the district of the closure prior to leaving home for work.

4  
5 **Section 7.9. Overtime.**

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

9  
10 **Section 7.10.**

11 Employees must receive prior approval before working overtime. Overtime shall, at the employee's  
12 option, be accrued as comp time or as hours worked for pay at time and a half. Employees may choose  
13 compensatory time in lieu of paid compensation for all hours worked over forty (40) in a week. Use of  
14 comp time must be pre-approved by management. Once comp time is scheduled, it may not be changed  
15 without the employee's written consent. Comp time must be taken within the next two (2) pay periods  
16 following that in which it was earned.

17  
18 **Section 7.10.1.**

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

21  
22 **Section 7.11 Catering.**

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

32  
33 Employees who refuse the offer of additional time for catering will be rotated to the bottom of the  
34 catering list until the next sign-up period. Three (3) refusals of additional time in one (1) school year  
35 will result in removal from the catering list until the next school year. Additional time that could result  
36 in overtime (more than forty (40) hours in a work week) will not be approved.

37  
38 In cases where the District's kitchens are used, bargaining unit employees will be used for food  
39 preparation. In all cases of catering, the District reserves the right to use volunteers or other school  
40 employees to serve catered food. Pay beyond the normal workday for catering will be at the employee's  
41 current hourly rate.

42  
43 It is understood that, from time to time, District facilities are rented out. This can include rental of kitchens  
44 and cafeterias. In these cases, the bargaining unit may not be used; however, the District may require, as a  
45 condition of renting facilities, the inclusion of Nutrition Services employees to assist, monitor, and  
46 supervise the activities. Employees from the catering list will be contacted to fill these positions in order  
47 of seniority.



1 **Section 7.12. Email.**

2 No employee shall be required to check their work emails on their own time.  
3  
4

5  
6 **ARTICLE VIII**

7  
8 **HOLIDAYS AND VACATIONS**  
9

10 **Section 8.1. Holidays.**

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

- |    |    |  |                                |
|----|----|--|--------------------------------|
| 12 | 13 | 1. New Year's Day                      | 7. Labor Day                   |
| 14 | 14 | 2. Martin Luther King Day              | 8. Veterans' Day               |
| 15 | 15 | 3. Presidents' Day                     | 9. Thanksgiving Day            |
| 16 | 16 | 4. Memorial Day                        | 10. Day after Thanksgiving Day |
| 17 | 17 | 5. Juneteenth (June 19 <sup>th</sup> ) | 11. Christmas Day              |
| 18 | 18 | 6. Independence Day                    |                                |

19  
20 Juneteenth and Independence Day will be paid only for employees working the day before or after the  
21 holiday (summer school).  
22

23 **Section 8.1.1. Unworked Holidays.**

24 Eligible employees shall receive pay equal to their normal work shifts at their base rates at the  
25 time the holiday occurs. Should a holiday occur while an employee is on vacation the employee  
26 shall receive the holiday pay. The District retains the right to address a pattern of sick leave  
27 occurring before and after holidays.  
28

29 **Section 8.1.2.**

30 When paid holidays fall on a Saturday or Sunday, the District shall have the discretion of  
31 declaring either the following Monday or the preceding Friday as the holiday.  
32

33 **Section 8.1.3. Worked Holidays.**

34 Any time worked on holidays shall be paid at the overtime rate in addition to an employee's  
35 daily rate. However, if school should be held on a legal holiday or on a day designated by the  
36 School District as a legal holiday, the working employee shall be compensated at two (2) times  
37 the hourly rate.  
38

39 **Section 8.2. Vacation.**

40 All employees on the regular payroll shall receive ten (10) workdays paid vacation annually per the  
41 following formula. Vacation entitlement shall be provided on the basis of average hours worked per  
42 day in the previous school year and the number of months worked per year (i.e., 9/12 seventy-five  
43 percent (75%) x ten (10) days x average hours worked in previous school year x hourly rate). Ten (10)  
44 month employees will be prorated at 10/12 eighty-three percent (83%). Eleven (11) days worked in  
45 any one (1) calendar month shall count for a month in vacation credit. Employees must complete  
46 vacation requests on the approved district form and submit to their supervisor a minimum of three (3)  
47 workdays in advance. Management reserves the right to decline vacation requests when necessary.  
48





1 7. Sick leave will be granted in accordance with applicable laws. A physician's statement of  
2 illness may be required upon the request of the Human Resources Manager or designee, the  
3 Supervisor(s) of Nutrition Services under the following conditions:

- 4
- 5 A. When there is a question regarding the employee's fitness for duty.
- 6 B. When the employee has exhausted all available sick leave.
- 7 C. When an illness exceeds five (5) days.
- 8 D. When an employee has requested and been denied other leave for the same days the  
9 employee takes sick leave.
- 10 E. When an employee is on an attendance improvement plan.
- 11

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

15  
16 **Section 9.1.1.**

17 Any employee covered by Worker's Compensation and State Industrial Insurance, may at the  
18 employee's option, upon loss of time due to a job-related injury or illness, be paid sick leave in  
19 the amount of the difference between his/her regular pay and compensation received from  
20 Worker's Compensation. Utilization of paid leaves shall be at the employee's option and shall  
21 only be implemented upon request of the employee. The full amount of sick leave shall be paid  
22 for the first three (3) days. Should an employee later receive compensation from the Workers  
23 Compensation for the first three (3) days of absence, the amount paid the employee shall be  
24 credited to the District from monies due the employee in the next payroll period. That portion  
25 of sick leave paid, as determined by the ratio of regular sick leave and State Industrial  
26 Compensation, shall be charged against the employee's accrued sick leave.

27  
28 **Section 9.1.2. Sick Leave Incentive Attendance Program.**

29 In January of the year following any year at which a maximum of sixty (60) days of leave for  
30 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
31 option to receive remuneration for unused leave from the previous year for illness or injury in  
32 excess of sixty (60) days accumulated leave at a rate of one (1) day's monetary compensation  
33 for each four (4) days of accrued leave for illness or injury, which days shall be deducted from  
34 accrued leave time. At the time of separation from school district employment due to  
35 retirement or death, an eligible employee or employee's estate shall receive remuneration at a  
36 rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for  
37 illness or injury. All cash out remuneration shall be at the employee's current salary rate at the  
38 time of the cash-out. The maximum accumulation for calculation of remuneration is one  
39 hundred eighty (180) days.

40  
41 **Section 9.1.3. Leave Sharing.**

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

1 **Section 9.2. Bereavement Leave.**

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

8  
9 **Section 9.3. Emergency Leave.**

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

13  
14 **Section 9.4. Maternity Leave.**

15 An employee requesting maternity leave shall give written notice to the District at least two (2) weeks  
16 prior to commencement of said leave. The written request for maternity leave should include a  
17 statement as to the expected date of return to employment. The employee may use accrued sick,  
18 personal, and vacation leave concurrently with any applicable federal or state leave. Once federal  
19 leave, such as FMLA, is exhausted, employees will have the opportunity to exhaust any remaining  
20 accrued sick leave for child bonding. Once exhausted, the employee must request an unpaid personal  
21 leave of absence for continued child bonding up to ninety (90) days. If the employee does not qualify  
22 for federal or state leave, the employee may use accrued sick, personal, and vacation leave up to sixty  
23 (60) calendar days after childbirth. Requests for additional leave beyond ninety (90) days after birth  
24 shall be submitted using Section 9.6.

25  
26 **Section 9.5. Jury Duty/Court.**

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

34  
35 In the event that an employee is summoned as a party in a court action, such employee may use personal  
36 leave, emergency leave, vacation leave or unpaid leave.

37  
38 **Section 9.6. Personal Leave of Absence.**

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



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

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

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

**LOA Due to medical reasons, including L/I.** When an employee is anticipated to be on extended leave for medical reasons (L/I or other medical), of the employee or family member (Not L/I), paid or unpaid, the vacated assignment will be filled by a temporary employee. If an employee's leave exceeds twelve (12) calendar months or an employee self-reports or provides medical documentation that the leave will exceed twelve (12) months on L/I or other extended medical reasons, inclusive of FMLA and/or paid sick leave of the employee, their position will be posted as a continuing position. Employees shall retain their seniority date during this period for up to two (2) years from the initial date of leave.

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

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

#### **Section 9.7. Parental Leave.**

Five (5) days of parental leave shall be granted to employees who are the non-birth parent or partner upon request. Notification shall be given to the District Office as soon as possible as to the intended

1 starting time of such leave. Parental leave shall be deducted from the employee's sick leave, pursuant  
2 to Section 9.1. Additionally, a non-birth parent may request a leave of absence for parental leave  
3 under any applicable rules, policies, provisions, or laws that may apply.  
4

5 **Section 9.8. Personal Leave.**

6 Each employee shall be granted three (3) personal days of personal leave which may be used for any  
7 purpose discrete from sick leave. Notification, whenever possible, will be scheduled with the immediate  
8 supervisor in advance. Unused personal leave may be cashed out at one hundred percent (100%) in July of  
9 each year or "rolled" one hundred percent (100%) into the employee's sick leave bank, as long as sick  
10 leave does not exceed a total accrual of twelve (12) days per year or any combination thereof. The  
11 employee must use the appropriate request form and submit it to the payroll office by July 1<sup>st</sup> of each year.  
12 An employee who is hired after February 1<sup>st</sup> or leaves employment prior to February 1<sup>st</sup> is eligible to  
13 receive one and one-half (1.5) personal days. Employees shall be entitled to use personal leave in hourly,  
14 half (1/2) day increments, or full day increments.  
15

16 **Section 9.9. Family Leave.**

17 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer  
18 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked nine-  
19 hundred fifty (950) hours or more in the previous twelve (12) months and meet the other eligibility  
20 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this  
21 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster  
22 care, or for a serious health condition of an employee or an employee's spouse, child or parent, each  
23 employee who has worked nine-hundred fifty (950) hours in the previous twelve (12) months is  
24 entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may  
25 substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of  
26 a child, and may use accrued sick leave to care for themselves or sick family members as defined  
27 above. The employee must provide the Employer with at least thirty (30) days written notice for  
28 foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the Employer  
29 will continue to pay the same portion of insurance premiums as when the employee was working and  
30 will maintain the employee's coverage under any group health plan. Upon return from such leave, the  
31 Employer will place the employee in his or her previous position, or one with equivalent pay and  
32 benefits.  
33

34 **Section 9.10. Washington Paid Family and Medical Leave (PFML).**

35 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by  
36 law:

- 37 • The District shall annually notify employees about the benefits available under PFML.
- 38
- 39 • Employees will be required to file a claim for PFML benefits with the Employment Security  
40 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all  
41 payments will come from the ESD.
- 42
- 43 • PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or  
44 family unless otherwise extended by specific circumstances. See above website.
- 45
- 46 • To qualify for PFML, employees must work eight hundred and twenty (820) hours or more in  
47 the qualifying period, which shall be defined as the first four (4) of the last five (5) completed



1 calendar quarters starting from which the employee makes their claim for benefits. PFML may  
2 not be taken without a qualifying event.

- 3  
4 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or  
5 [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.

6  
7 **Section 9.10.1.**

8 All paid leave shall count towards hours worked for PFML accrual purposes. If paid leave is  
9 used concurrently with PFML, it will be considered a supplemental benefit. (Example: PFML  
10 may pay ninety percent (90%) of employee's wage, employee may utilize their own leaves to  
11 supplement the ten percent (10%) pay loss.)  
12  
13  
14

15 **ARTICLE X**

16  
17 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

18  
19 **Section 10.1.**

20 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
21 employee began continuous daily employment, hereinafter ("hire date"), unless such seniority shall be lost  
22 as hereinafter provided.  
23

24 **Section 10.1.1.**

25 In the case where the seniority date is the same, the employee with the earliest application date  
26 and time shall have seniority.  
27

28 **Section 10.2.**

29 Each new hire shall remain in a probationary status for a period of not more than six (6) months, not  
30 including two (2) months in summer. (example: hire date is 3/15/11 – probation would end on 11/15/11)  
31 following the hire date. Employees unable to perform the duties of their contracted job for more than one  
32 (1) month shall have their probation date extended a commensurate length of time. During this  
33 probationary period, the District may discharge such employee at its discretion. Each probationary  
34 employee shall have a probationary evaluation, within three (3) months of hire, not counting two (2)  
35 months in summer. Probationary employees shall be informed, prior to the evaluation, of any  
36 deficiencies and given an opportunity to improve, if applicable.  
37

38 Seniority rights for probationary employees may not prevail for promotion until they have received a  
39 satisfactory evaluation at the end of their probation period.  
40

41 **Section 10.3.**

42 Upon completion of the probationary period, the employee will be subject to the rights and duties  
43 contained in this Agreement retroactive to the hire date.  
44  
45  
46  
47  
48

1 **Section 10.4.**

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

- 3  
4 A. Resignation;  
5 B. Discharge; or  
6 C. Retirement.  
7

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

- 9 A. Time lost by reason of industrial accident, illness or judicial leave;  
10 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
11 United States;  
12 C. Time spent on other authorized leaves; or  
13 D. Time spent in layoff status as hereinafter provided.  
14

15 **Section 10.6.**

16 Senior permanent employees will have preferential rights over junior employees regarding promotions,  
17 assignment to new or open jobs or positions, extra work, and layoffs, when minimum qualifications are  
18 met. If the District determines that seniority rights should not govern because the senior employee does  
19 not possess minimum qualifications and the junior employee or outside applicant possesses  
20 qualifications substantially greater than a senior employee, the District shall, set forth in writing to the  
21 bypassed employee and the Chapter President the reasons why the senior employee has been bypassed.  
22

23 **Section 10.7.**

24 There shall be a single seniority list established for Nutrition Services throughout the District. In the event  
25 of a layoff, reduction in force, or a cut in hours, it shall be done according to seniority, with the District  
26 taking into account hours worked, wages, and job category. In spite of these variables, junior employees  
27 may not displace senior employees.  
28

29 **Section 10.8.**

30 The district shall post all new or vacant positions within ten (10) workdays of the creation of such  
31 openings provided the District believes the position is necessary. All open positions shall be posted via the  
32 District's employment website. A copy of each posting shall be provided by email to the Chapter  
33 President. All postings shall be publicized for a minimum of five (5) workdays before the opening is  
34 filled.  
35

36 **Section 10.8.1.**

37 Full-time and regular employees who bid on and are awarded a promotion to a Kitchen  
38 Manager, Elementary Lead, or Kitchen Supervisor position in accordance with Section 10.6.,  
39 shall be considered to be in a qualification-period not to exceed forty-five (45) workdays or  
40 earlier, by mutual consent and with the right to return to the previous permanent status. During  
41 this period, the employee will be evaluated and/or trained in the skills and requirements of the  
42 new job classification. A substitute employee shall be assigned to fill such employee's former  
43 position during the qualification period, however the position can be posted but not filled until  
44 a mutual decision has been made on the continuation in new position. An employee may  
45 voluntarily request to return to his/her former position during the trial period or may be  
46 returned to their former position if found to be deficient in the skills of the position during the  
47 informal evaluation. This section does not apply to lateral moves. Any decision to return an  
48 employee to his/her former position will be made by the forty-five (45) workdays.

1  
2 In addition to openings created by other circumstances, positions shall be declared open and  
3 publicized for bids as follows:  
4

- 5 A. Temporary vacancies, when the duration of the vacancy is expected to be ninety (90)  
6 workdays or longer.  
7
- 8 B. Vacancies caused by extended medical leave, including approved sick leave, shall be  
9 posted, and filled for the duration of the leave when the vacancy is expected to be ninety  
10 (90) workdays to a maximum of twelve (12) calendar months. If a continuing employee  
11 fills this position, his/her position will not be posted but will be filled by a substitute for the  
12 duration. A continuing employee affected by a temporary move will return to their former  
13 position and rate of pay when the temporary position has expired.  
14
- 15 C. The Association shall be notified of adjustments in positions of more than one and one-half  
16 (1.5) hours from the current contracted hours for that position.  
17

18 **Section 10.8.2. Summer Positions**

19 Temporary summer positions will be posted and awarded at a summer bid fair to be held prior to  
20 the beginning of the assignments. Positions will be awarded based on seniority. Employees will be  
21 notified of the positions available prior to the bid.  
22

23 Nutrition Services employees with seniority who bid on and are awarded a summer school  
24 temporary position will be paid as worked during the temporary position and will be paid holiday  
25 pay for July 4th based on the hours of the summer temporary position. Sick and vacation leave  
26 will not accrue and may not be utilized.  
27

28 Summer school positions are paid at the employee's current rate of pay unless the position is a  
29 higher classification, then the higher rate of pay shall prevail. If custodial duties are assigned, then  
30 employee shall receive Step I custodial wages.  
31

32 **Section 10.9.**

33 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
34 District according to seniority. Such employees are to have priority over junior employees and outside  
35 applicants in filling an opening in the classification held immediately prior to layoff. If the employee is on  
36 layoff and new or open positions are posted, current employees will have priority in accordance with  
37 the seniority provision. Employees on layoff status will have absolute priority over non-employees in  
38 filling open and new positions, provided the employee is qualified. Names shall remain on the  
39 reemployment list for one (1) year.  
40

41 **Section 10.10.**

42 Employees on layoff status shall file their addresses in writing with the personnel office of the District and  
43 shall thereafter promptly advise the District in writing of any change of address.  
44

45 **Section 10.11.**

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

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

## 6 ARTICLE XI

### 8 DISCIPLINE AND DISCHARGE OF EMPLOYEES

#### 10 **Section 11.1. Discipline and Investigatory Meetings.**

11 The District may discipline and/or discharge any employee subject to this Agreement for justifiable  
12 cause as stated below:

- 14 1) Notice: Forewarning of consequences of conduct.
- 15 2) Reasonable Rule: Related to the orderly, efficient, and safe operation of the District.
- 16 3) Investigation/Fair Investigation: A thorough, fair, and objective investigation is conducted prior  
17 to administering discipline.
- 18 4) Proof: Ample evidence is obtained that the employee committed the offense.
- 19 5) Equal Treatment: Rules and penalties are applied consistently and without discrimination.

20  
21 All complaints concerning the employee, including the specific content of the complaint, will be  
22 brought to the attention of the employee within ten (10) workdays, except when doing so would  
23 materially affect an ongoing investigation. The level of specificity is defined as the alleged action of  
24 the employee and the corresponding policy/regulation that is alleged to have been violated. The  
25 employee and the Association President shall be provided twenty-four (24) hours' notification of any  
26 investigatory meeting, unless there is a reasonable suspicion of legal or safety concerns, then such  
27 notice may be waived.

28  
29 All discipline will be conducted in private and away from the immediate supervisor's office, if  
30 possible. In an attempt to resolve problems at the lowest level, District Nutrition Services Supervisors  
31 (excluding Kitchen Manager, Kitchen Supervisor, and/or Kitchen Lead) will encourage parties making  
32 a complaint to discuss the issues surrounding their complaint with the employees involved. If the  
33 supervisor or one (1) of the parties would like to conduct a restorative meeting or mediation,  
34 participating shall be voluntary.

35  
36 The parties recognize there may be instances when a supervisor wants to inform an employee of a  
37 concern that may not rise to a level requiring formal discipline. In such cases, the District may issue to  
38 employees "Letters of Direction," which give specific directives or reiterate the District's rules or  
39 policies. Since the intent is only to inform the employee of specific concerns, such letters may contain  
40 the consequences of failure to comply to a letter of direction. "Letters of Direction" shall not be  
41 considered disciplinary action and will only serve as evidence of notice for any future discipline.

#### 42 **Section 11.1.1.**

43 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of  
44 this agreement.  
45  
46

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 adequate  
5 reason to discharge that employee. The parties agree that the steps of progressive discipline will generally  
6 be followed in this process.

7  
8 **Section 11.3.**

9 The Nutrition Services Director or management level designee shall discuss annual employee evaluations  
10 with each employee no later than June 1<sup>st</sup>. Employees' evaluations shall be prepared on the attached form.  
11 Such discussions shall be held in private, allowing the employee an opportunity to respond, in writing, if  
12 the employee so desires. Kitchen Manager/Kitchen Supervisor/Kitchen Lead shall not evaluate other  
13 kitchen employees. Employees may write a rebuttal that will become attached to the evaluation and placed  
14 in the Employee’s personnel file.

15  
16  
17  
18 **ARTICLE XII**

19  
20 **INSURANCE**

21  
22 **Section 12.1. Insurance.**

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

25  
26 **Section 12.2. Contributions.**

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

31  
32 **Eligibility**

- 33 • SEBB health care plans are available for individual employees who work a minimum of six  
34 hundred thirty (630) hours or are anticipated to work six hundred thirty (630) hours or more in  
35 school year (September 1 – August 31).

36  
37 **Programs**

38 The regionally accessible health care programs provided by SEBB carriers will be available to  
39 employees and will include:

40  
41 **REQUIRED (100% covered premium)**

- 42 ○ Vision
- 43 ○ Dental
- 44 ○ Basic Life
- 45 ○ Long Term Disability
- 46 ○ AD & D Insurance



1 **Voluntary**

- 2 ○ SEBB medical plans

3  
4 **Other Benefits**

5 Flexible Spending Arrangement, Medical Flex, Savings Accounts, Dependent Care Assistance,  
6 and other voluntary employee paid SEBB programs will be available to employees under terms  
7 as determined by SEBB. The District will provide access to an Employee Assistance Program  
8 at no cost to the employee. Other non-SEBB programs are available to employees but are not  
9 funded from the amount provided by the District.

10  
11 The District and the Association will mutually determine non-SEBB voluntary plans. These  
12 plans may not be implemented without prior written agreement of the District and Association.  
13 A list of the programs eligible for payroll deduction is available at the District payroll office.

14  
15 **Enrollment Period**

16 Enrollment period will be from October 1 to November 15 or as otherwise set by SEBB. When  
17 the enrollment ends, no insurance options may be added or deleted during the contract year  
18 except for changes in family status or job status. If an employee fails to enroll within the open  
19 enrollment period, the employee will be placed on default medical, dental, and vision plans as  
20 determined by SEBB.

21  
22 If an employee is hired after the open enrollment period, he or she may enroll in approved plans  
23 prior to the first day of the following month. If the employees fail to enroll, they will be placed  
24 in a default medical, dental, and vision plan as determined by SEBB. Coverage will begin the  
25 first day of the month following the date of hire.

26  
27 **Termination of Benefits**

28 For employees who resign their position but are employed through the last workday of the  
29 school year, their resignation will be deemed effective on August 31 and their SEBB benefits  
30 will continue to that date. When resignation/termination takes place during the school year, the  
31 employee’s SEBB benefits will continue to the last day of the month in which  
32 resignation/termination occurs.

33  
34 **Sharing Health Care Contributions**

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

40  
41  
42 **Health Care Authority (HCA)**

43 The HCA contributions will be paid in full by the District SEBB remittance.

44  
45 **Ineligibility**

46 If the District does not anticipate an employee will be eligible, they must notify the employee  
47 as per all SEBB rules and laws. The District will not deny or limit an employee’s work hours  
48 for the purpose of preventing SEBB benefit eligibility.



1 **Section 12.3. Leave of Absence.**

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

6  
7 **Section 12.4. Less than Twelve (12) Month Coverage.**

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

11  
12 For those employees paid on a less than twelve (12) month basis, arrangements to pay their out-of-  
13 pocket amounts for the non-work months must be made prior to May 10<sup>th</sup> of each school year.  
14 Employee can select one of the following options:

15  
16 **Personal Checks:**

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

20  
21 **Payroll Deductions:**

22 Employees who opt to have payroll deductions in the months of May and June to satisfy the  
23 July/August premium portions must sign the authorization form for a payroll deduction. Those  
24 employees performing summer work may modify the above decision and have those portions  
25 deducted from the summer pay warrants. Any decision to modify must be in writing and submitted  
26 to payroll by June 30<sup>th</sup>.

27  
28 **Section 12.5. Benefits Contracts.**

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

33  
34 **Section 12.6.**

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

36  
37 **Section 12.7.**

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

40  
41 **Section 12.8**

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

45  
46 **Section 12.9. Personal Property Damage.**

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



1 It is agreed that coverage is afforded for loss or damage to personal property of school employees  
2 while such employees are engaged in maintenance of order and discipline and the protection of  
3 school personnel, school property, or students subject to the following provisions:  
4

5 The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250.00) per  
6 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is damaged  
7 beyond repair, actual value at the time of the damage may be claimed.  
8

9 Items under twenty-five dollars (25.00) will not be subject to claim pursuant to this section.  
10

11 Requests for reimbursement shall be made on the District Property Loss\Damage form and  
12 submitted to the business office.  
13

14 Employees eligible for reimbursement under this provision shall register personal property with the  
15 District Manager of Maintenance and Operations.  
16

17 The District shall reimburse up to five hundred dollars (\$500.00) per incident, per employee, for  
18 damage caused by verified vandalism to the employee's vehicle, sustained during the course of  
19 employment. The employee must exhaust his\her own insurance recovery possibilities before  
20 being eligible for reimbursement from the District. If the employee does not have insurance  
21 coverage, reimbursement shall not exceed five hundred dollars (\$500.00). Payment will be made  
22 after the employee has provided documentation of his\her expenditure and of submission to the  
23 employees' own insurance carrier.  
24  
25  
26

## 27 **ARTICLE XIII**

### 28 **RETIREMENT**

#### 29 **Section 13.1.**

30 In determining whether an employee subject to this Agreement is eligible for participation in the  
31 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
32 whether straight time, overtime, or otherwise.  
33  
34  
35

#### 36 **Section 13.2.**

37 Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public  
38 Employees' Retirement System shall be tax deferred in accordance with applicable State rules and  
39 regulations.  
40  
41  
42  
43  
44  
45  
46  
47



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

## 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, along with a dues remittance form and membership status changes. 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.**

An employee's written, electronic, or recorded voice authorization to have the District deduct membership dues and voluntary political contributions from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the District receives a request for authorization of deductions, the District shall, as soon as practicable, forward the request to Public School Employees of Washington (PSE).

Upon receiving notice of the employee's authorization from the Public School Employees of Washington (PSE), the District shall deduct from the employee's salary membership dues and remit the amounts to Public School Employees of Washington (PSE) by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the District if the authorization is not obtained by the employee to Public School Employees of Washington (PSE).

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.

1 **Section 14.4.**

2 The District agrees to provide the following information in electronic format to the PSE Regional  
3 Office [membership@pseofwa.org](mailto:membership@pseofwa.org), and to the chapter membership officer (or whomever is responsible  
4 for membership), and the PSE Field Representative on a monthly basis:

- 5
- 6 • Employee names (who are hired, rehired, reinstated, transferred, reclassified)
- 7 • Addresses (personal and work)
- 8 • Phone numbers (personal and work)
- 9 • Email Addresses (personal and work)
- 10 • ID number
- 11 • Job classification
- 12 • Job title
- 13 • Location of job
- 14 • Hire date
- 15 • Union dues paid
- 16 • Any employee on any type of leave, including retirement

17

18 **Section 14.5. New Hire Notification.**

19 The District will provide the chapter President and the PSE Field Rep electronic notification monthly  
20 of the name, personal address, personal phone number, classification, job title, work location, and work  
21 and personal email addresses of all newly hired bargaining unit employees. The District will provide  
22 each new employee with a paper or electronic copy of this agreement.

23

24 **Section 14.6. Access to New Employees.**

25 The District will provide the Association reasonable access to new employees of the bargaining unit  
26 for the purposes of presenting information about PSE to the new employee. “Reasonable access” for  
27 the purposes of the sections means the access to the new employee occurs within two (2) weeks of the  
28 employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes; and  
29 the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or  
30 at a location mutually agreed to by the employer and PSE.

31

32

33 **ARTICLE XV**

34

35

36 **GRIEVANCE PROCEDURE**

37

38 **Section 15.1.**

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

1 **Section 15.2. Grievance Steps/Grievance Timelines.**

2  
3 **STEP I.** Informal meeting with Immediate Supervisor within twenty (20) workdays of  
4 occurrence.

5  
6 **STEP II.** Submit, in writing, to the Director of Nutrition Services within ten (10)  
7 workdays of conclusion of Informal process.

8  
9 **STEP III.** Submit to Human Resources within fifteen (15) workdays of receipt of denial or  
10 non-response.

11  
12 **STEP IV.** Submit to School Board within fifteen (15) workdays of receipt of response or  
13 non-response.

14  
15 **STEP V.** Demand for arbitration within fifteen (15) workdays.

16  
17 Workday is defined as a day that the District administration offices are open for business.

18  
19 **Section 15.2.1. STEP I.**

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

25  
26 **Section 15.2.2. STEP II.**

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

- 31  
32 A. The facts on which the grievance is based;  
33 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
34 C. The remedy sought.

35  
36 The employee shall submit the written statement of grievance to the Director of Nutrition  
37 Services for consideration and shall submit a copy to the Classified Human Resources  
38 Manager. The parties will have five (5) workdays from submission of the written statement of  
39 grievance to resolve it by indicating on the statement of grievance the disposition. If an  
40 agreeable disposition is made, all parties to the grievance shall sign it.

41  
42 **Section 15.2.3. STEP III.**

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

1  
2 **Section 15.2.4. STEP IV.**

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

8  
9 **Section 15.2.5. STEP V.**

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

18  
19 **Section 15.2.6.**

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

23  
24  
25  
26 **ARTICLE XVI**

27  
28 **SALARIES, TRAINING AND EMPLOYEE COMPENSATION**

29  
30 **Section 16.1.**

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

34  
35 **Section 16.1.1.**

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

42  
43 **Section 16.1.2.**

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

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 16.2.1.**

6 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
7 terms and conditions of Article XVII, Section 17.3. Should the date of execution of this  
8 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
9 to the effective date.  
10

- 11 • 2022-2023: All employees shall receive a five-point five percent (5.5%) IPD increase.
- 12 • 2023-2024: All employees shall receive a two percent (2.0%) increase or IPD,  
13 whichever is greater.
- 14 • 2024-2025: All employees shall receive a two-point one percent (2.1%) increase or IPD,  
15 whichever is greater.  
16

17 As a retention incentive for continued employment with the District, all employees employed  
18 with the District on the first day of school and who work until June 30, 2023, will receive a  
19 one-time payment processed in July 2023 in the amount of two percent (2.0%) their gross  
20 wages paid for the hours worked and compensated in the September 2022 payroll through June  
21 2023 payroll for the 2022-2023 school year.  
22

23 Employees shall receive one and one-half percent (1.5%) above their previous step for  
24 longevity at sixteen (16) and twenty (20) years of service on September 1 as per Section 16.2.3.  
25

26 Differential subbing out of classification: Eighty-five cents (\$0.85)  
27

28 Nutrition Services substitutes: Fifteen dollars (\$15)  
29

30 **Section 16.2.2.**

31 Retroactive pay, where applicable, shall be paid on the first (1<sup>st</sup>) regular pay day following  
32 execution of this Agreement, if possible, and in any case not later than the second (2<sup>nd</sup>) regular  
33 pay day.  
34

35 **Section 16.2.3.**

36 Both parties agree that new School District Employees must stay on Step I for at least half of  
37 the previous employment year (including summer months) before they will be moved to Step  
38 II. It is further understood that because of their hire date some may be on Step I longer than  
39 others. Employees moved to Step I after February 1<sup>st</sup>, will remain in that step through the  
40 following school year.  
41

42 **Section 16.2.4.**

43 Any employee who changes job positions or classifications shall receive full longevity credit  
44 regarding step placement on Schedule A.  
45

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 seventy-five dollars (\$75.00) for shoes purchased through the approved  
16 voucher 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  
31 3. It is understood that payroll corrections, both overpayments and underpayments, will be limited to  
32 a maximum period of thirty-six (36) months prior to the determination of the  
33 overpayment/underpayment.

34  
35 **Section 16.8.**

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

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

45  
46 Employees who were hired prior to September 1, 2015, shall be grandfathered and have all years of  
47 service within Kennewick School District apply for longevity purposes, regardless of a break in



1 service. It shall be the employee's responsibility to notify Human Resources should the employee  
2 believe that he/she is entitled to credit for longevity purposes.

3  
4 **Section 16.9. Safe Schools Training.**

5 Employees who complete mandatory Safe Schools training prior to the first (1<sup>st</sup>) day of school shall be  
6 paid the allotted amount of time for taking the modules. If an employee is unable to complete the  
7 modules in the allotted time, they have up to fifteen (15) minutes additional time to complete the  
8 modules.

9  
10 Employees who choose not to do the mandatory Safe Schools training during the above timeframe  
11 shall complete the Safe Schools training during their contracted work time no later than October 1st.  
12 New employees must complete Safe Schools within thirty (30) calendar days of hire.

13  
14 Safe Schools training modules will be made available to employees by August 1.

15  
16 **Section 16.10.**

17 The District and the Association will work collaboratively to develop trainings for staff development  
18 through Labor Management.

19  
20 **Section 16.11. Transfer of Previous Experience.**

21 When an employee leaves a school district within the state and commences employment with this  
22 District, the employee shall be given longevity credits in accordance with state law (RCW  
23 28A.400.300). In the event that this District has a different system for computing longevity-related  
24 benefits, the employee shall be granted the same longevity-related benefits as an employee in this  
25 District who has similar occupation status and total years of service. Seniority credit shall not be  
26 transferred.

27  
28  
29  
30 **ARTICLE XVII**

31  
32 **TERM AND SEPARABILITY OF PROVISIONS**

33  
34 **Section 17.1.**

35 The term of this Agreement shall be September 1, 2022, to August 31, 2025.

- 36  
37
  - 2022-2023: All employees shall receive a five-point five (5.5%) IPD increase.
  - 2023-2024: All employees shall receive a two percent (2%) increase or IPD, whichever is greater.
  - 2024-2025: All employees shall receive a two point one percent (2.1%) increase or IPD,  
39  
40  
41  
42  
43  
44  
45  
46  
47  
whichever is greater.

42 As a retention incentive for continued employment with the District, all employees employed with the  
43 District on the first day of school and who work until June 30, 2023, will receive a one-time payment  
44 processed in July 2023 in the amount of two percent (2%) of their gross wages paid for the hours  
45 worked and compensated in the September 2022 payroll through June 2023 payroll for the 2022-2023  
46 school year.



1 **Section 17.2.**

2 The provisions set forth in this Agreement constitute the entire Collective Bargaining Agreement between  
3 the parties. Unless the parties mutually agree to do otherwise, or unless the parties are so compelled in  
4 order to remain in compliance with the law or administrative regulations, all provisions of this Agreement  
5 shall be applicable to the entire term of this Agreement. This agreement shall be negotiated due to any  
6 legislative impact that may arguably affect the terms or conditions herein or create authority to alter  
7 personnel practices within public employment. The terms and conditions set forth in the Agreement are  
8 not subject to express or implied changes by either party which would enlarge or reduce the rights of the  
9 parties under the Agreement unless the parties mutually agree to do otherwise.

10  
11 **Section 17.3.**

12 The parties will meet each year for the term of the contract to bargain Schedule A. However, for the  
13 2022-2025 term of this agreement, please refer to Section 17.1. of this contract.

14  
15  
16  
17  
18  
19  
20 **SIGNATURE PAGE**

21  
22  
23  
24  
25  
26  
27  
28  
29 PUBLIC SCHOOL EMPLOYEES OF  
30 WASHINGTON / SEIU LOCAL 1948

31  
32 KENNEWICK  
33 NUTRITION SERVICES CHAPTER

34 *stephanie wright*  
35 BY: [stephanie wright \(Sep 19, 2022 18:08 PDT\)](#)  
36  
37 Stephanie Wright, Chapter President

38 DATE: Sep 19, 2022  
39  
40  
41  
42

KENNEWICK SCHOOL DISTRICT #17

*Toni Neidhold*  
BY: \_\_\_\_\_  
Toni Neidhold, Director of Human Resources

DATE: Sep 20, 2022





**Kennewick Nutrition Service  
SCHEDULE A  
September 1, 2022 - August 31, 2023**

**5.5% Increase**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
					<i>Longevity</i>	<i>Longevity</i>
<b>YEAR OF SERVICE</b>	<b>0-1 YEAR</b>	<b>2 YEARS</b>	<b>3-7 YEARS</b>	<b>8-15 YEARS</b>	<b>16-19 YEARS</b>	<b>20+ YEARS</b>
<b>COOK</b>	<b>\$16.75</b>	<b>\$17.59</b>	<b>\$17.85</b>	<b>\$18.10</b>	<b>\$18.37</b>	<b>\$18.65</b>
<b>ELEMENTARY LEAD</b>	<b>\$17.23</b>	<b>\$18.17</b>	<b>\$18.43</b>	<b>\$18.71</b>	<b>\$18.99</b>	<b>\$19.27</b>
<b>KITCHEN SUPERVISOR</b>	<b>\$17.52</b>	<b>\$18.73</b>	<b>\$19.00</b>	<b>\$19.27</b>	<b>\$19.56</b>	<b>\$19.85</b>
<b>KITCHEN MANAGER</b>	<b>\$18.29</b>	<b>\$19.89</b>	<b>\$20.17</b>	<b>\$20.47</b>	<b>\$20.78</b>	<b>\$21.09</b>

Differential for subbing out of classification \$0.85

Sub Nutrition Services Worker \$15.00

\*\*As a retention incentive for continued employment with the District, all employees employed with the District on the first day of school and who work until June 30, 2023, will receive a one-time payment processed in July 2023 in the amount of two percent (2%) of their gross wages paid for the hours worked and compensated in the September 2022 payroll through June 2023 payroll for the 2022-2023 school year.

## **NUTRITION SERVICES UNIFORM AND PERSONAL HYGEINE CODE**

### **EMPLOYEE HEALTH**

- Employees may not handle, prepare, or serve food if they have symptoms of foodborne illness such as vomiting, diarrhea, fever, jaundice, sore throat with fever, infected open wounds, or boils
- Employees may not handle, prepare, or serve food if they are experiencing persistent sneezing, coughing, or a runny nose that causes discharges from the eyes, nose, or mouth
- Cuts, abrasions and burns on hands and exposed arms must be properly covered with an impermeable cover such as a bandage or finger cot. Employees must also wear a single use glove over the bandage or finger cot if working with food
- Management will annually review with employees, per local health authority, which symptoms and illnesses they must report to District management by having them understand and sign upon hire and annually the Employee Health Food Service Notification
- All employees must be able to demonstrate knowledge that they understand the Employee Health Food Service Notification
- An employee who has been excluded or restricted due to the requirements of their local regulatory jurisdiction may not return to normal duties until all regulatory conditions have been met
- If an employee has concerns about another employee's health and impact on food safety regulations, then the employee must contact the District Nutrition Services Supervisor who will determine the appropriate course of action.

### **HANDWASHING**

- Employees shall keep their hands and exposed portions of arms clean
- Hands must be washed frequently and correctly
  - After touching bare human body parts other than clean hands and clean, exposed portions of arms
  - After using the restroom
  - After caring for or handling service animals or aquatic animals
  - After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking (except for beverage containers that do not contaminate the employee's hands)
  - After handling soiled equipment or utensils
  - During food preparation, as often as necessary to remove soil and contamination when changing tasks
  - When switching between working with raw food and working with ready to eat food
  - Before putting on gloves to initiate a task that involves working with food
  - After engaging in other activities that contaminate the hands
- Employees must clean their hands and exposed portions of their arms, including surrogate prosthetic devices for hands or arms for at least 20 seconds, using kitchen provided liquid soap in a dedicated handwashing sink
  - Rinse under clean, running warm water
  - Apply soap
  - Rub together vigorously for at least 10-15 seconds while paying attention to removing soil from underneath the fingernails during the cleaning procedure and creating friction on the surfaces of the hands and arms or surrogate prosthetic devices for hands and arms, fingertips, and areas between the fingers
  - Thoroughly rinse under clean, running warm water

## **NUTRITION SERVICES UNIFORM AND PERSONAL HYGEINE CODE (continued)**

- Immediately follow the cleaning procedure with thorough drying using disposable towel or hand dryer
- To avoid re-contaminating their hands or surrogate prosthetic devices, employees may use a disposable paper towels or similar clean barriers when touching surfaces such as manually operated faucet handles on a handwashing sink or the handle of a restroom door

### **GLOVE USE POLICY AND NO BARE HAND CONTACT WITH READY TO EAT FOOD**

- Except when washing fruits and vegetables employees may not contact exposed ready to eat food with their bare hands and shall use suitable utensils such as deli tissue, spatulas, tongs, single-use gloves, or dispensing equipment
- Single use gloves must be stocked and readily accessible
- Adhesive bandages must be present in the unit and available from a kit in case an employee gets a cut
- If used, single use gloves shall be used for only one task such as working with ready to eat food or with raw animal food, used for no other purpose, and discarded when damaged or soiled, or when interruptions occur in the operation
- Disposable gloves must be used properly over any bandage being worn over unhealed sore, scab, wart, or rash from the wrist down
- Cut resistant gloves must be covered with a smooth, durable, non-absorbent glove, or a single-use glove
- Gloves must be removed and discarded when leaving the immediate workstation, going to the restroom, and going on break
- Gloves must be, minimally, foodservice grade quality and purchased from an approved supplier. Latex gloves are not allowed for use in foodservice
- Gloves containing powder are not allowed for use in foodservice

### **FINGERNAILS AND JEWELRY POLICY**

- Fingernails must be 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.
- Jewelry and watches on hands and arms (except a smooth-surface ring / band) must not be worn by employees during production and on serving lines
- Other jewelry not worn on hands or arms, (i.e., necklaces, dangling earrings, pins, facial jewelry, etc.) that may possibly dislodge and fall into food should be removed
- Employees requiring medical information jewelry on their arms and hands may be required to provide a note from a recognized medical authority

### **UNIFORMS, HAIR RESTRAINT, PERSONAL ITEMS**

- Employees shall wear clean outer clothing to prevent contamination of food, equipment, utensils, linens, and single service and single-use articles
  - The District will provide all employees with uniform shirts that must be worn daily. Exceptions can be made for special event or spirit days
    - Non-District logoed uniforms will not be mandatory. In the event that special uniforms with non-District logos are provided, management will collaborate with kitchen staff on the selection and use of such uniforms
- Aprons, and disposable gloves must not be worn in restroom facilities
  - All employees will be provided with a cloth apron

## **NUTRITION SERVICES UNIFORM AND PERSONAL HYGEINE CODE (continued)**

- Pants - Jeans are acceptable if they are clean and in good repair (PPE)
  - Shorts or skirts may be worn if they hang at the knee or lower
  - Employees who engage in hazardous activities (specifically using water with a temperature above 110°, cooking where grease is spattering) must wear personal protective equipment provided for such activities
- Hair must always be restrained in the kitchen. To be considered restrained, hair must be pulled back, not able to cross in front of the face or touch the shoulders.
- To restrain hair, employees may wear hats, hair coverings, nets, hairspray, barrettes, or bands that are worn to effectively keep their hair from contacting exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles
  - Employees who choose to wear a hat or hair net will be provided with one
  - Employees who choose to wear their own hat must receive prior approval
- Clean, non-slip soled shoes with covered toes and heels must be worn (PPE)
  - To be considered non-slip, shoes must be labeled as such.
    - Employees wearing shoes without non-slip labeling must provide documentation that they are slip resistant.
  - A voucher to purchase non-slip shoes will be provided by the Kennewick School District
  - Shoes must be kept clean and in good repair
  - Employees who choose to provide their own non-slip shoes will not be required to use shoes issued by the District
- Personal items including cell phones may not be stored in prep or serving areas in a way that could contaminated exposed food or clean equipment and utensils
- Employee food in storage should be effectively segregated to avoid the possible contamination of customer food and food contact surface

### **EATING, DRINKING**

- Eating, chewing gum, and/or drinking are not allowed in production, storage, service, or dishwashing areas
  - For employees who must break in storage areas, all food eaten must be taken away and the area cleaned at the conclusion of the break.
- An employee may drink from a closed beverage container if the container is handled to prevent contamination of
  - The employee's hands
  - The container and
  - Exposed food; clean equipment, utensils, and linens; and unwrapped single use/single-service article

**KENNEWICK SCHOOL DISTRICT #17- Nutrition Services  
PERFORMANCE APPRAISAL FOR CLASSIFIED EMPLOYEES**

NAME OF EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_  
 DEPARTMENT: Nutrition Services \_\_\_\_\_ SCHOOL: \_\_\_\_\_ DATE: \_\_\_\_\_

Unsatisfactory	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

