

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUYALLUP SCHOOL DISTRICT #3

AND

PUYALLUP SCHOOL FOOD SERVICE ASSOCIATION #619

SEPTEMBER 1, 2021 - AUGUST 31, 2025



Public School Employees of Washington/ SEIU Local 1948

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P R E A M B L E

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an agreement between the employer, Puyallup School District No. 3 (hereinafter "District") and the Puyallup School Food Service Association (PSFSA), an affiliate of Public School Employees of Washington State Organization (hereinafter "Association").

The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; and to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on wages, hours and working conditions.

A R T I C L E I

R E C O G N I T I O N A N D P O S I T I O N D E S C R I P T I O N S

Section 1.1.

The District hereby recognizes the Puyallup School Food Service Association, an affiliate of Public School Employees of Washington, as the exclusive representative of all employees in the bargaining unit composed of classified employees performing work within the food service general job classification, including substitutes who have worked more than thirty (30) cumulative days of employment during the previous twelve (12) months and who remain available to work. Temporary employees hired for less than thirty (30) working days are not included in the bargaining unit.

Section 1.2.

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

Section 1.3.

All regular bargaining unit work shall be done by bargaining unit members, except that individual student workers may work approximately fifteen (15) minutes or less per day (or more if receiving credit for this work), and they may work special events, stadium events, fund raisers and catering jobs as in the past. Issues of safety and staffing adequacy related to student workers will be brought to the attention of and addressed by the labor-management team.

Non-unit management shall not generally perform bargaining unit work, such as food preparation and service, except as necessary. However, such management may order food and make related decisions, and perform supervisory tasks related to setup, preparation and service.



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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

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

Section 2.3.

When required workshops are scheduled on regular working days or in-service days, employees will attend unless ill or disabled.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.

Section 3.2.

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

Section 3.3. Right to Representation.

Employees shall have the right to have an Association representative present and participating in any discussion that the employee reasonably expects might give rise to disciplinary action and in grievance or discipline-related meetings. When an administrator reasonably expects that a meeting may lead to disciplinary action against an employee, the administrator shall advise the employee of their right to representation prior to the meeting.

Section 3.4. Personnel File.

An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel file.

1 Inspection shall be in the presence of a District representative. If requested, file materials shall be
2 reproduced for the employee as promptly as feasible, with the employee paying the expense of such
3 reproduction. An Association representative may, at the employee's request, be present during the review
4 of said employee's file. The PSE Field Representative may review employee personnel files at
5 any time as the exclusive bargaining representative of said employee(s) in the course of representing
6 them. In the event that an allegation of misconduct is investigated and not supported by the available
7 evidence such records shall be retained in the District investigative file to substantiate that a thorough
8 investigation was conducted. Employees may request to review Supervisor working files.

9
10 **Section 3.4.1. Contents of Personnel File.**

11 Unidentified derogatory material will not be included in the personnel file. Identified derogatory
12 material will be shown to an employee within a reasonable time after receipt or composition. The
13 employee shall sign the material to indicate only that he/she has read it and shall have the right to
14 attach his/her own written comments.

15
16 **Section 3.5. Vehicle Damage.**

17 Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance
18 policy. When an employee's vehicle is damaged in a school setting by vandalism, or is accidentally
19 damaged by a student, the District will reimburse the amount of the deductible to a maximum of five
20 hundred dollars (\$500), or to the highest maximum allowed to employees in any other bargaining group.
21 Employees who have vehicles which are not covered by insurance shall receive the same benefit. Acts of
22 damage to an employee's vehicle by the District will be fully covered by the District.

23
24 **Section 3.5.1. Designated Food Service Workers Parking Spaces.**

25 Each food service employee covered by this collective bargaining agreement may request a
26 marked and numbered reserved parking space nearest the kitchen entrance at each work site. Such
27 requests shall be submitted in writing to the appropriate building administrator. The building
28 Administrator shall respond in writing indicating approval or denial of the request and stating the
29 consideration(s) upon which the response was based. These considerations may vary from one
30 building site to another. Three Food Service parking passes will be available when necessary for
31 Lead Helpers to use when parking at school buildings. Vehicles parked off the school setting due
32 to lack of space shall be covered under the provisions of Section 3.5.

33
34 **Section 3.6. Just Cause.**

35 The District shall not discipline or discharge an employee, except for justifiable cause. Any issue of
36 justifiable cause shall be resolved in accordance with the Grievance Procedure.

37
38 **Section 3.6.1. Non-Disciplinary Directives.**

39 Verbal warnings and Letters of Direction are not disciplinary in nature but shall be documented in
40 the supervisor's working file.

41
42 **Section 3.6.2. Progressive Discipline.**

43 The extent of any disciplinary action will be in keeping with the seriousness of the infraction and
44 appropriate to the behavior which precipitates such action. Verbal Warnings and Letters of
45 Direction may be used as a precursor to formal discipline when appropriate. Progressive
46 discipline normally includes written reprimand, suspension without pay, or termination. Copies
47 of discipline shall be placed in the employee's personnel file and given to the employee.

1 **Section 3.7. Evaluations.**

2 Employees shall be evaluated annually, not later than the last student day. Employees not receiving an
3 evaluation by the last student day shall be deemed satisfactory in all areas.

4
5 Employees who have evaluation responsibilities:

- 6 • shall be compensated for pre-authorized time spent outside of their regular work shift completing
- 7 evaluations, (requests for preauthorized time shall normally be granted),
- 8 • shall receive training upon initial hire into a position with evaluation responsibilities,
- 9 • shall receive annual refresher training on evaluation responsibilities.

10
11 The evaluation process includes a). rough draft of evaluation developed by evaluator (i.e., Secondary
12 Cook Manager, etc.), b). evaluator reviews draft with supervising administrator or designee, c).
13 supervising administrator or designee approves final evaluation and signs evaluation, d). evaluator signs
14 final evaluation and conducts evaluation review with evaluatee. The supervising administrator or
15 designee shall provide support and participate in the delivery of evaluations when the evaluatee’s
16 performance needs improvement or is unsatisfactory, e). the evaluatee may attach a rebuttal to their
17 evaluation and/or may discuss any evaluation concerns with their supervising administrator or designee.

18
19 The evaluator will share with the employee the reasons for any ratings that are deemed as needing
20 improvement or unsatisfactory and provide suggestions for how the employee can improve their
21 performance. A successful evaluation process is dependent upon open and honest communications
22 throughout the year between the employee and the supervisor. Evaluations shall not be used to discipline
23 employees, but may include areas of concern rising from discipline. Employees may be required to sign the
24 evaluation to signify receipt, not agreement with the evaluation.

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28 **ARTICLE IV**

29 **RIGHTS OF THE ASSOCIATION**

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32 **Section 4.1.**

33 The Association has the right and responsibility to represent the employees in the bargaining unit; with
34 regard to collective negotiations with the object of reaching an agreement applicable to all employees
35 within the bargaining unit.

36
37 **Section 4.2. Member Information.**

38 The names, addresses, work assignments, salary information, phone number, mailing address, email
39 address, and hire date of employees covered by this Agreement shall be provided upon request by Human
40 Resources and at minimum on approximately November 1 to the President of the Association and the
41 PSE Field Representative.

42
43 **Section 4.3. Vending Machines and Pre-Packaged Foods.**

44 Should the Puyallup School District determine that it would be appropriate to consider the use of vending
45 machines or other commercial vendors in the school lunch program, the District will negotiate with the
46 Puyallup School Food Service Association prior to making a final decision to implement the same.
47 Nothing in this section will be interpreted to require review, modification or discontinuation of existing



1 practices, nor shall this be interpreted to prevent the additional use of pre-packed or processed foods by
2 the District should those options be determined by the District to be desirable options.

3
4 **Section 4.4. Work Stoppage.**

5 There shall not be authorized any strike, slowdowns, or any other stoppage of work by the Association.
6 Should such occur, the Association will instruct its members to return to work. If they fail to do so, they
7 shall be subject to discipline, including discharge. In the event of the school year being shortened because
8 of a work stoppage by other bargaining group, the District will bargain any impacts to Food Service
9 employees.

10
11 **Section 4.4.1.**

12 The District agrees not to lock-out employees recognized in Article I, Section 1.1, of this
13 collective bargaining agreement.

14
15 **Section 4.5. Reduction in Force.**

16 When reductions in the bargaining unit work force appear necessary, the District will meet with the
17 Association to review and bargain the impact and the necessity for reduction. In accordance with Section
18 2.1, the manner of this reduction will be bargained at these meetings. The District will provide the
19 Association President and the PSE Representative with a current seniority list and all available relevant
20 data pertaining to the proposed reduction at least fifteen (15) working days prior to the parties first
21 meeting.

22
23 **Section 4.6. Electronic Communication.**

24 All employees shall be provided with email addresses to check their email during paid time. District
25 email shall not be used by employees or the Association for the purpose of advocating for specific
26 political action, work stoppage, negative communication about the District, or other communication use
27 prohibited by law.

28
29 **Section 4.7. Association Negotiations Committee.**

30 Employees who participate in bargaining as part of the Association's bargaining team shall be compensated
31 at their normal hourly rate while participating in joint collective bargaining sessions when such sessions occur
32 during the employee's assigned shift, permitting the hours do not result in the employee or any other employee
33 incurring overtime.

34
35 **Section 4.8. Labor Management Meetings.**

36 In the spirit of cooperation, openness and trust, the parties wish to attempt to discuss and resolve
37 problems that arise during the life of this Agreement. To this end, the parties will meet for labor
38 management as needed, to problem solve. There shall be no loss of compensation as a result of
39 participation in labor management meetings that occur during the workday. Participation in labor
40 management meetings shall not negatively impact an employee's attendance incentive pay.

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ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. General.

Information Reports

The names, work assignments, work locations, seniority date, hire date, hours per day per assignment, level, step and hourly rate of pay of employees shall be provided to the Association Representative monthly, after the completion of final payroll.

Definitions

For the purpose of this Agreement, the following definitions shall apply:

- A. **Extra Time**: Additional time assigned to a work site, infrequent in nature not requiring specialized skills, typically precipitated by changes in building schedule or/and special services (e.g. BBQ cleanup time, cafeteria preparation for evening events, PTA kitchen cleanup). Extra time may be apportioned to one or more on-site employees via the site seniority work rotation roster. If the extra time is refused by the work site employees, management may solicit food service employees from other work sites to perform the extra work. The District will post the extra time sign up sheet annually, in September, at each work site.
- B. **Over-Scheduled Hours**: Additional time, assigned to an individual, giving preference to an employee that is normally assigned this work, or has specialized skills. Over-scheduled hours are typically generated by unforeseeable increases in workloads. Management will assign over-scheduled hours to appropriate staff as needed.

When on-going over-scheduled hours are assigned and an employee believes that the hours should become a part of his/her regular assignment, a request will be made in writing by the employee to the Administrator of Food and Nutrition Services or his/her designee. Such requests must be submitted between October 1 and April 15 each year. If warranted, such changes shall be implemented within sixty (60) calendar days of such request. Adjustments to assigned hours shall be retroactive to the first day the extra hours were worked including vacation, retirement, sick leave and holiday pay/accrual.

- C. **Substitute Hours**: Regular hours assigned to a work site, may or may not be predictable, but typically caused by employee absences and/or temporarily open positions. Management shall give preference to regular employees for substitute time as needed, or may utilize the substitute list. To substitute for Manager positions (positions in levels F, G and H on the Salary Schedule), employees must have valid WSNA/SNA Certification. To substitute for positions in Level E, longer than thirty (30) working days, employees must have valid WSNA/SNA Certification.
- D. **Catering Hours**: Additional time, assigned to individuals, requiring specialized training and skills. The District will solicit interest for catering work bi-annually in October and April. A District-wide list of all interested employees, by rotating seniority, will be posted electronically on the District's website. Catering Chair availability, site manager, catering location, employee work experience, and customer service needs will be considered, in addition to the catering work roster,

1 when assigning catering hours. The catering assignment roster will be sent to the Chapter
2 President as it is updated.

3
4 **Section 5.2. Workdays.**

5 Normally the work schedule will consist of five (5) consecutive workdays, Monday through Friday,
6 except for those employees designated by the District, who regularly work on Saturday and Sunday;
7 normally their work schedule will consist of five (5) consecutive workdays plus two (2) days of rest
8 which will be treated as their Saturday and Sunday.

9
10 In the event of an unusual school closure due to inclement weather or plant inoperation, the District shall
11 make a reasonable effort to notify each employee who is regularly scheduled to report to work prior to
12 6:30 a.m. Such employees for whom a reasonable effort was not made and who report to work shall be
13 provided a minimum of two (2) hours of work at that time to complete essential tasks, compensated at
14 their regular rate of pay. If no essential tasks need to be completed, the employee will receive two (2)
15 hours of compensation at their regular rate of pay. If school is closed due to inclement weather or other
16 unexpected emergency, employees who have already reported to work will assist with essential kitchen
17 and equipment close-down tasks before leaving.

18
19 **Section 5.3. Shifts and Pay.**

20 Each employee shall be assigned to a definite shift with designated times of beginning, and ending. If an
21 employee's regular work shift is to be permanently changed, the employee will be provided at least five
22 (5) work days' notice. Shifts in excess of four (4) hours per day shall include a non-paid uninterrupted,
23 duty-free lunch period of not less than thirty (30) minutes and a paid rest period/break of at least a
24 minimum of ten (10) minutes not to exceed fifteen (15) minutes for each of four (4) hours of working
25 time.

26
27 No employee who works four (4) or more hours per day shall be required to work more than three (3)
28 hours without a paid rest/break period, and no more than five (5) consecutive hours without a lunch
29 period.

30
31 All hours paid more than the normal eight (8) per day, or the normal forty (40) hours per week shall be
32 compensated at the rate of one-and-a-half (1-1/2) times the employee's base hourly rate. A regular
33 workweek shall be defined as Monday morning at 12:00 a.m. through Sunday night at 11:59 p.m.

34
35 Unpaid lunch periods are the employee's private time. Employees shall be free to leave their assigned
36 work site during lunch periods. If an employee is specifically directed to remain on-call during an unpaid
37 period, another lunch period shall be immediately rescheduled; or the employee will be compensated at
38 his/her full rate of pay, including overtime for the on-call time.

39
40 When a regular employee is temporarily assigned in advance by their supervising administrator or
41 designee to a position of a higher classification for half (1/2) the shift hours or more on a single day, the
42 employee so assigned will be compensated at the higher rate of pay. If during the period of this temporary
43 assignment, a holiday occurs, the employee so assigned will receive the higher rate of pay for the holiday,
44 provided that the employee works the scheduled day before and the scheduled day after the holiday in the
45 higher classified position. However, if during this period of the temporary assignment, the employee
46 takes leave, such leave days will be compensated at the employee's regular (i.e.: lower) rate of pay.

1 In addition, the employee assigned temporarily to the higher classification will be eligible to receive a
2 monthly district contribution toward health insurance. The temporary employee will receive such District
3 contribution toward their health insurance in the amount the district would have contributed toward the
4 regular employee's health insurance (this is a contribution on the employee's behalf toward the total
5 premium paid to the insurance vendor). Employees must notify Human Resources if they believe they are
6 entitled to this benefit, and all of the following must be true:

- 7
- 8 1. The regular employee has been on a District approved medical leave for at least ninety (90)
9 consecutive work days and has been granted medical leave for an additional forty-five (45)
10 working days; and
- 11 2. The regular employee is enrolled in district health insurance and the District would have paid
12 a monthly contribution toward their health insurance; and
- 13 3. The District is no longer paying any contribution toward the regular employee's health
14 insurance and the regular employee's benefit allocation is not being pooled.
- 15

16 Any additional contribution amounts received under this section by the employee assigned temporarily to
17 the higher classification under this section, will end when the employee is no longer assigned to the
18 higher classification, or at any time if the above conditions are not met.

19

20 When more than one (1) hour has passed after the completion of an employee's regular work day or work
21 week, and that employee is required to return to work, that employee will receive no less than two (2)
22 hours' pay at the appropriate rate.

23

24 An employee may be assigned additional shift time to meet specific needs with a minimum written notice
25 from the District of one (1) working day. Emergencies and unforeseen circumstances shall constitute
26 exceptions to this rule.

27

28 **Section 5.4. Weekend and Special Event Work.**

29 Non-Stadium Work: Employees required to work evenings or Saturdays for special events, other than
30 work at Sparks Stadium, will be paid time-and-one-half. Work on Sundays for special events, other than
31 Sparks Stadium, will be twice the regular rate. Work performed on a holiday shall be paid at twice the
32 regular rate. Evenings begin at 5:00 p.m.

33

34 Stadium Work: The employees who hold food service stadium concession positions will have the right of
35 first refusal for stadium events where concession stands are open. The District will solicit interest for
36 additional stadium workers annually in April. When additional support is needed beyond the established
37 positions, the stadium roster will be utilized. First priority will be given to employees who would not
38 incur overtime. If the Food Services Department serves concessions at the Elementary Track Meet, one
39 (1) Stadium Manager or Back-Up Manager may be excused from his or her regular work assignment to
40 work stadium concessions, provided school staffing needs are met.

41

42 As long as the District continues to observe Fair Day with an early release for students that results in no
43 lunch being served that day, employees will be given one (1) flex day (equal to or greater than the
44 number of work hours lost on Fair Day). Flex day work hours may be assigned at a location other than
45 the employee's regular work site, and such duties may include but are not limited to training and school
46 start-up activities.

1 Catering and BBQ activities: Recognizing that Individual Catering and BBQ activities vary greatly and
2 frequently require differing skill sets, management retains discretion to determine the qualifications
3 necessary for such events and therefore, the appropriate staff to assign to them. However, generally
4 speaking, such work will be offered first to qualified Secondary Cook Managers at the site of an event,
5 and to Central Kitchen Manager, department heads and assistant department heads for events at
6 elementary and non-school sites. If such staff are not necessary and/or additional staff are needed, such
7 work will be offered to the Chairs, and then to other qualified bargaining unit members who have signed
8 up for such work.

9
10 **Section 5.5. Serving Days.**

11 There will be one hundred seventy-eight (178) serving days unless prohibited by school closures
12 attributed to natural emergencies, work stoppages, construction delays or other factors beyond the
13 District's control. Exception: Hours lost because of construction delays will be made up at another work
14 site or time.

15
16 **Section 5.6. Work Year and Flex Hours.**

17 The regular work year, as shown below, shall begin each year on the first student day. In recognition of
18 the ebb and flow of the school food service industry, however, work hours, as shown in parentheses
19 below, will be flexed. Such hours will be worked no earlier than two (2) weeks before school starts (the
20 first student day) and no later than one (1) week after school ends (the last student day). The work year
21 calendars and numbers of flex-hour days incorporated therein are as follows:

22

23 Central Kitchen Manager:	185 days (includes 15 days of flex hours)
24 Central Kitchen Coordinator and Prep Dept Head:	183 days (includes 13 days of flex hours)
25 Central Kitchen Department Heads:	182 days (includes 12 days of flex hours)
26 Central Kitchen Assistant Department Heads:	182 days (includes 12 days of flex hours)
27 Secondary Cook Managers:	181 days (includes 11 day of flex hours)
28 All Other Employees:	180 days (includes 10 days of flex hours)

29

30 Notice of flex hours will be given as early as possible, and flex time will not alter the timing of the
31 amount of an employee's pay, which shall continue to be calculated as follows: *[assigned work hours x*
32 *assigned work days /12 months] + extra work = monthly pay*

33
34 Flex time will only affect the employee's work schedule, and will substitute regular shift hours with re-
35 assigned work hours. Flex time may be assigned at a location other than the employee's regular work
36 site, and such duties may include but are not limited to food service training and school start up activities.

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40 **ARTICLE VI**

41
42 **HOLIDAYS AND VACATIONS**

43
44 **Section 6.1. Holidays.**

45 The following days shall be considered holidays with pay for all employees in proportion to hours
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1 normally worked each day during an employee's regular work year and when the employee works, or is
2 in a paid status, the regularly-scheduled workday before and after the holiday:

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

10 **Section 6.1.1. Extra Holidays.**

11 If the work year calendar is extended to include the workday before and the workday after
12 Independence Day, and/or June 19 (Juneteenth), Independence Day and/or Juneteenth will be
13 added as a paid holiday per Section 6.1 above.

14
15 **Section 6.2. Holiday Pay.**

16 Holidays will be paid in twelve (12) equal monthly payments. A paid holiday shall count as a day worked
17 for the week in which it falls. Normally, if the designated holiday falls on a Saturday, the preceding
18 Friday shall be the paid holiday; if the designated holiday falls on a Sunday, the following Monday shall
19 be a paid holiday.

20
21 **Section 6.3. Vacation Credit.**

22 All employees will be allowed vacation credit, based on years worked. All employees shall receive
23 vacation credit computed in the following manner:

- 24
25 After one (1) year of service, six (6) days of credit.
26 After three (3) years of service, nine (9) days of credit.
27 After six (6) years of service, twelve (12) days of credit.
28 After ten (10) years of service, sixteen (16) days of credit.
29 After twenty (20) years of service, nineteen (19) days of credit.

30
31 **Section 6.4.**

32 Regular employees who are employed and working or on paid illness, injury or emergency leave for
33 ninety (90) or more school days, will be considered to have converted a year of service for vacation
34 credit. Employees who are employed and working or on paid illness, injury or emergency leave for less
35 than ninety (90) days, will not receive vacation credit.

36
37 **Section 6.5. Vacation Accrual and Payment.**

38 Employees will receive payment for accrued vacation with their June paycheck. Any employee who is
39 discharged or who terminates employment shall receive payment for accrued vacation credit with the
40 final paycheck.

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ARTICLE VII

LEAVES

Section 7.1. Leave Due to Employee’s Own Illness.

Section 7.1.1. Illness, Injury and Emergency Leave.

Employees shall be allowed twelve (12) days a year for the employee's personal illness, personal injury and emergency leave. Such leave shall be accrued monthly based on hours worked per day, and accumulated to a maximum of one hundred eighty (180) days. No deduction from salaries shall be made during these days. Employees working less than a full year shall be allowed personal illness, personal injury and emergency leave on a prorated basis.

A doctor's certificate is needed for illness lasting more than five (5) consecutive working days, but may be requested by the District for illness regardless of the length of absence from work. Employees shall notify the supervisor as early as possible so that a substitute may be obtained.

An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Application for emergency leave shall be made to the employee’s immediate supervisor and the Food Service office.

Absences beyond illness, injury and emergency leave shall be deducted from the employee's salary. Illness, injury and emergency leave shall also apply to disabilities caused or contributed to pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Section 7.1.2. Medical Appointments.

Employees shall make every effort to schedule routine medical appointments outside their regularly scheduled work hours. When not feasible, employees may use their illness; injury and emergency leave for routine medical appointments. As with all leaves and absences from work, including leave without pay, this leave must be approved by a supervisor when possible, unless it is an emergency.

Section 7.1.3. Using Family and Medical Leave (FMLA) for Employee’s Own Illness.

Eligible employees may utilize the Family and Medical Leave Act (FMLA) for their own serious health condition in accordance with Section 7.5. All the provisions of the Family and Medical Leave Act shall be extended to employees with work assignments of four (4) hours or more per day who meet all other FMLA eligibility requirements, provided, however, that individuals replacing employees on FMLA leave will not be eligible for insurance benefits.

Section 7.1.4. Temporary Disability Leave.

Employees who are physically or emotionally unable to perform the functions of their position for medical reasons, may request a Temporary Disability Leave without pay. Temporary disability may be granted for the employee’s own illness, injury, surgery, or because of pregnancy or childbirth and may only be granted for the period of actual disability as confirmed by a licensed



1 health care provider. Temporary Disability Leaves shall not exceed one (1) year including all sick
2 leave, FMLA or pregnancy disability leave already taken.

3
4 **Section 7.1.4.1.**

5 The employee shall notify their immediate supervisor and the Food Service office of their
6 request for Temporary Disability Leave. If possible, such notification shall be made at
7 least fourteen (14) calendar days prior to the proposed starting date of the leave. The
8 employee, the employee's attending physician and the District shall in consultation
9 determine the starting and ending dates for leaves. The District shall require a doctor's
10 certification that the leave should be granted and that the employee is able to continue to
11 work, prior to the Temporary Disability Leave request, without jeopardizing the
12 employee's health or the safety of others.

13
14 **Section 7.1.4.2. Returning From Temporary Disability Leave.**

15 All employees returning from a Temporary Disability Leave shall provide written
16 authorization from their licensed health care provider indicating their return to work date
17 as well as any physical limitations. Such authorization shall be received by the
18 employee's immediate supervisor and the Food Service office at least ten (10) work days
19 prior the employee's planned return to work date.

- 20
21 A. Upon expiration of a Temporary Disability Leave of twelve (12) work weeks or less,
22 the employee shall be assigned to the same position occupied before the leave unless
23 such position(s) was eliminated. In such case, the employee shall be reinstated to the
24 first available opening in which duties are substantially equivalent to the position held
25 prior to the leave.
- 26
27 B. Upon expiration of a Temporary Disability Leave of over twelve (12) work weeks, the
28 District will attempt to reassign the employee to the position held prior to the leave. In
29 any event, the employee shall be reinstated within one (1) month of the employee's
30 release to return to work from disability leave in which duties are substantially
31 equivalent to the position held prior the leave. However, their classification pay rate
32 upon return shall not be reduced.

33
34 **Section 7.1.4.3.**

35 An employee on approved Temporary Disability Leave will retain accrued vacation and
36 seniority rights. Employees granted Temporary Disability Leave must have depleted their
37 available illness, injury and emergency leave and personal leave before being placed on an
38 unpaid leave status in accordance with Section 7.8.

39
40 **Section 7.1.5. Worker's Compensation.**

41 Any injuries received while at work must be reported to the Nutrition Services Office as soon as possible,
42 along with a full history of the case. These reports are to be made on the appropriate accident report form,
43 as provided by the District. Determination of job-related illness or injury to the employee will be made by
44 the Department of Labor and Industries.

1 **Section 7.1.5.1.**

2 Employees covered by Worker's Compensation and State Industrial Insurance shall, upon loss of
3 time due to a job-related injury or industrial illness, discuss options with the payroll department
4 regarding use of accumulated regular illness, injury or emergency leave. Employees may choose to
5 supplement disability payments from Puget Sound Workers' Compensation Trust with a
6 proportionate share of accrued leave to equal a normal day of pay, choose to receive a full day of
7 appropriate accrued leave benefits in addition to the disability payment, or receive only disability
8 payments from Puget Sound Workers' Compensation Trust.
9

10 **Section 7.1.5.2. Leave for Job-Related Injury/Illness.**

11 Any employee shall be entitled to a leave of absence due to injuries and/or illness incurred on the
12 job which have caused him/her to exhaust sick leave. Such leaves shall be available for a period
13 of up to one (1) year so long as a medical doctor certifies that the employee is unable to return to
14 work because of the work-related injury/illness. Leaves granted under this section shall not be
15 combined with Temporary Disability Leaves referenced in section 7.1.4.
16

17 **Section 7.1.5.2.1.**

18 If an employee returns from leave within one (1) year of the date on the job illness or
19 injury occurred, he/she must be given his/her original position or one that is substantially
20 equivalent to the same job he/she held at the time he/she was injured or became ill.
21

22 **Section 7.2. Leave Due to Pregnancy/Maternity Disability or Adoption Leave.**

23 An employee may use accumulated, paid sick leave for the period of actual disability attributable to
24 pregnancy or childbirth as verified in writing by the employee's physician.
25

26 If the employee's accumulated sick leave is exhausted during the period of maternity disability, the
27 District shall grant a leave of absence without pay or fringe benefits. Upon the staff member's request,
28 he/she may self-pay both the employee and the employer portion of available fringe benefit premiums for
29 the remainder of the period of actual disability due to pregnancy or childbirth.
30

31 **Notice Required.** A pregnant employee shall notify her immediate supervisor and the Food Service
32 office by the beginning of the sixth (6th) month of pregnancy. The notice shall include the approximate
33 beginning and ending dates for the leave, and may be for one or more of the following:
34

- 35 A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
- 36 B. Unpaid Family and Medical Leave (FMLA) for a period of up to twelve (12) weeks, in addition
37 to any period of maternity disability leave if eligible as per Section 7.2.1. and 7.5. The District
38 will extend the employee's health benefit during this period of unpaid FMLA leave;
- 39 C. Child Rearing Leave as described in Section 7.3.4., or;
- 40 D. Termination of employment by resignation.
41

42 **Employment Conditions:**

43 A pregnant employee may continue working as long as she is capable of performing her normal duties,
44 with the written approval of her physician or licensed practitioner.
45

46 The employee may return to work when physically able to perform her duties as certified by her licensed
47 health care provider.
48



1 No later than thirty (30) days after the date of birth, the employee shall notify her immediate supervisor
2 and the Food Service office of the specific date when she shall return to work. Unless their immediate
3 supervisor approves an earlier date of return, the employee shall give at least fourteen (14) days of
4 advance notice of the actual date of return. An employee who has taken a leave of absence only for the
5 actual period of disability relating to pregnancy or childbirth and/or up to twelve (12) weeks of family
6 leave (if eligible) shall return to the same assignment, or a similar position for which she is qualified with
7 at least the same pay and benefits as she held prior to the maternity leave.

8
9 The employee shall return to her duties following leave due to pregnancy disability on the date approved
10 by the Food Service office. If the employee is still experiencing a disability due to pregnancy,
11 miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on
12 the scheduled date of return, an additional period of unpaid Temporary Disability Leave of absence, as
13 per Section 7.1.4. may be approved at the discretion of the Food Service office based upon consideration
14 of program needs and the recommendation of the employee's licensed health care provider.

15
16 **Section 7.2.1. Using Family & Medical Leave (FMLA) to Care for Newborn/Adopted Child.**

17 All eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for their
18 newborn or newly adopted child in accordance with Section 7.5. All the provisions of the Family
19 and Medical Leave Act shall be extended to employees with work assignments of four (4) or more
20 hours per day who meet all other FMLA eligibility requirements; provided, however, that
21 individuals replacing employees on FMLA leave will not be eligible for insurance benefits.

22
23 **Section 7.3. Parental Leave After Birth, Adoption or Gaining Custody of a Child.**

24
25 **Section 7.3.1. Parental Leave.**

26 All employees shall be entitled to one (1) day of parental leave with pay immediately after the
27 birth of their child.

28
29 **Section 7.3.2. Adoption Leave.**

30 Any employee may be allowed one (1) day with pay for purposes of gaining custody of an
31 adopted child and/or transacting the legal requirement necessary in the adoption process.
32 Additional adoption leave may be granted under Section 7.3.4. Child Rearing Leave.

33
34 **Section 7.3.3. Custody Leave.**

35 Any employee may be allowed one (1) day with pay for purposes of gaining custody of a minor
36 child through any legal means not listed in 7.3.1. or 7.3.2.

37
38 **Section 7.3.4. Child Rearing Leave.**

39 Any employee who obtains custody of a minor child through birth, adoption, or any other legal
40 means, shall be entitled to an unpaid leave of absence for a specified period of time not to exceed
41 one (1) calendar year. The employee must provide written notification to the Food Service Office
42 at least thirty (30) calendar days prior to going on leave, unless the employee was previously on
43 maternity disability leave.

44
45 The leave shall be requested for a specific period of time. At the conclusion of the leave, the
46 employee shall be reinstated to an equivalent position if one exists, or placed on the
47 reemployment list as specified in Section 8.8. Extended Leave as described in Section 7.7.3. is

1 not available for Child Rearing Leave. Child Rearing Leave shall run concurrently with any
2 FMLA leave taken as per Section 7.2.1. and 7.5.

3
4 **Section 7.4. Leave Due to a Family Member's Illness.**

5
6 **Section 7.4.1. Using Illness, Injury & Emergency Leave to Care for an Ill Family Member.**

7 An employee may use his/her own accrued Illness, Injury and Emergency Leave as defined in
8 Section 7.1.1. to care for his/her child, spouse/partner, parents, parents-in-law, grandparent or
9 adult child with disabilities. The child must have a health condition that requires treatment or
10 supervision. The other family members must have a serious health condition or an emergency
11 condition.

12
13 **Section 7.4.2. Using Family & Medical Leave Act (FMLA) to Care for Ill Family Member.**

14 Eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for an ill
15 family member in accordance with Section 7.5. All the provisions of the Family and Medical
16 Leave Act shall be extended to employees with work assignments of four (4) hours or more per
17 day who meet all other FMLA eligibility requirements; provided, however, that individuals
18 replacing employees on FMLA leave will not be eligible for insurance benefits.

19
20 **Section 7.5. Family and Medical Leave Act (FMLA).**

21 In accordance with the FMLA, every employee of the District who has worked for the District at least
22 one (1) year and for at least seven hundred twenty (720) hours in the preceding year is entitled to twelve
23 (12) work weeks of Family Leave during any twelve (12) month period for the following:

- 24
25 A. To care for a newborn or adopted child of the employee who is under the age of eighteen (18) at
26 the time of placement for adoption, or a newly-placed foster child (Section 7.2.1.); or
27
28 B. To care for a spouse, domestic partner, parent or child of the employee who has a serious health
29 condition (Section 7.4.1.); or
30
31 C. For the employee's own serious health condition if it renders the employee unable to perform his
32 or her job (Section 7.1.3.).

33
34 Leave taken for newborn or adopted child care shall be completed within one (1) year after the date of
35 birth or placement for adoption. Family Leave authorized under this policy must be taken full-time and
36 consecutively unless an alternative schedule is approved by the Food Service office or where intermittent
37 or reduced leave is medically necessary.

38
39 The District will continue to pay its portion of the employee's medical and dental benefit during
40 approved FMLA leave.

41
42 A period of Family Leave is in addition to any sick leave taken due to the employee's temporary
43 disability attributable to pregnancy or childbirth.

44
45 If both parents of a newborn or newly adopted child are employed by the District, they shall be entitled to
46 a total of twelve (12) work weeks of Family Leave during any twelve (12) month period, and leave shall
47
48

1 be granted to only one (1) parent at a time. There is no pooling in effect for spouses if the Family Leave
2 is related to a serious health condition.

3
4 The District shall require written verification from employee's health care provider. The District may
5 obtain the opinion of a second health care provider, at District expense, concerning any information
6 pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter
7 determinative of the employee's eligibility for Family Leave, the two (2) health care providers shall
8 select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

9
10 **Return to Work.**

11 Any employee returning from an authorized Family and Medical Leave within twelve (12) work weeks,
12 shall be entitled to the same position held by the employee when the leave commenced, or to a position
13 with equivalent benefits and pay.

14
15 Reinstatement of an employee returning from Family and Medical Leave need not occur if: (a) the
16 specific job is eliminated by a bona fide restructuring or a reduction-in-force resulting from lack of funds
17 or lack of work, (b) an employee on leave takes a position with another employer outside the home, or (c)
18 the employee fails to provide the required notice of intent to take leave or fails to return on the
19 established ending date of leave. If an employee fails to return from leave, the District may recover the
20 costs of the employee's health benefits paid during the leave.

21
22 **Section 7.6. Leave Sharing.**

23 An employee is eligible to receive donated leave if all the following in items A-E are true, or if F or G are
24 true:

- 25
26 A. The employee requesting shared leave suffers from, or has a relative or household member suffering
27 from an extraordinary or severe illness, injury, impairment or physical or mental condition which has
28 caused, or is likely to cause, the employee to:
29 1. Go on leave without pay status; or
30 2. Terminate his/her employment.
- 31
32 B. The nature and expected duration of the severe or extraordinary illness, injury, impairment or
33 condition, has been verified in writing by a licensed physician or other authorized health care
34 practitioner.
- 35
36 C. The employee's absence and the use of share leave are justified;
- 37
38 D. The employee has depleted, or will shortly deplete, his/her annual leave, personal leave, and sick
39 leave reserves;
- 40
41 E. The employee has abided by District rules regarding such leave use;
- 42
43 F. The employee has been called to service in the uniformed services; and
- 44
45 G. If the employee is later found to be eligible for industrial insurance benefits, the employee agrees to
46 and shall reimburse the District for the time loss compensation that is paid to him/her to the extent
47 that the employee is paid time loss compensation (temporary total disability compensation or loss of
48 earning power compensation) and shared sick leave for the same day(s). An employee shall not use

1 shared sick leave or donated leave to supplement the difference between time loss compensation and
2 either net or full wages. If an employee has already received shared sick leave and is later found to be
3 eligible to receive industrial insurance benefits, the remaining difference between shared leave minus
4 the industrial insurance benefits shall be deducted from the employee's sick leave balance, even if it
5 results in a negative balance.
6

7 The Director of Human Resources shall determine the amount of leave, if any, which a staff member may
8 receive under this policy. Normally a staff member shall not receive more leave than the number of
9 assigned days remaining in the current school year. However, in the event that the condition requiring
10 the employee's absence continues beyond the current school year, the employee shall not receive a total
11 of more than five hundred twenty-two (522) days of shared leave, in accordance with RCW 41.04.665.
12

13 A staff member who does not accrue annual leave but who has an accrued sick leave balance of more
14 than twenty-two (22) days may request that a specified amount of sick leave be transferred to another
15 staff member authorized to receive such leave. A staff member may request to transfer any number of
16 sick leave days during any school year, and may not request a transfer that would result in an accrued
17 sick leave balance of fewer than twenty-two (22) days. Sick leave, as defined in RCW 41.04.665, means
18 leaves for illness, injury and emergencies of extraordinary or severe nature.
19

20 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or
21 financially induced into donating leave.
22

23 The number of leave days transferred shall not exceed the amount authorized by the donating staff
24 member.
25

26 Leave transferred is based upon the current salary rate of the person receiving the leave. The receiving
27 staff member will continue to be paid his/her regular rate while on shared leave. For example, if a staff
28 member earning fifteen dollars (\$15) per hour donates one (1) day of leave to someone earning seven
29 dollars and fifty cents (\$7.50) per hour, the recipient would get two (2) days of leave. However, if the
30 seven dollars and fifty cents (\$7.50) per hour employee donates one (1) day to the fifteen dollars (\$15)
31 per hour employee, the higher paid employee would receive one-half (1/2) day of leave.
32

33 Any leave transferred under this policy which remains unused shall be returned to the staff member who
34 donated the leave.
35

36 **Section 7.7. Other Leaves.**

37 **Section 7.7.1. Bereavement Leave.**

38 Bereavement leave to a maximum of five (5) days with pay per occurrence may be taken in the
39 event of the death of the employee's mother, father, sister, brother, husband, wife, domestic
40 partner, or child. A maximum of three (3) days with pay per occurrence may be taken in the event
41 of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, step-
42 relative, grandparent, grandchild, foster child, niece, or nephew if employee is legal guardian, or
43 other person residing in the household of the employee. Employees may be granted an additional
44 two (2) days with pay for extended travel. Such leave is non-cumulative and shall not be
45 deducted from sick leave.
46
47
48

1
2 For the death of any individual of personal significance to the employee not listed above, the
3 employee may use up to three days of available personal leave or emergency leave to attend a
4 funeral/memorial service.

5
6 **Section 7.7.1.1. Extended Bereavement Leave.**

7 Refer to Temporary Disability Leave, Section 7.1.4.

8
9 **Section 7.7.1.2. Military Bereavement Leave.**

10 For unusual circumstances, military bereavement leave may be extended by use of an
11 employee's emergency leave days off without pay or leave required by law. Such decision
12 will be made by the Director of Human Resources on a case by case basis.

13
14 **Section 7.7.2. Judicial Leave.**

15 In the event that an employee is summoned and required to serve as a juror, or is named co-
16 defendant with the District, such employee shall receive a normal day's pay for a day(s) of
17 required presence in court.

18
19 **Section 7.7.2.1. Subpoena Leave.**

20 In the event an employee is subpoenaed to appear as a witness in court, such employee
21 shall receive a normal day's pay for a day(s) of required presence in court.

22
23 **Section 7.7.3. Extended Leave (Other Than Employee's Own Illness).**

24 After a minimum of two (2) years of employment, an employee may request an extended leave of
25 absence without pay for a period not to exceed one (1) calendar year through their immediate
26 supervisor and the Food Service office. Such leaves may be granted for reasons other than the
27 employee's own illness or for Child Rearing as defined in Section 7.3.4. Extended Leave to care
28 for an ill family member runs concurrently with any FMLA leave taken as per Section 7.5.

29
30 **Section 7.7.3.1.**

31 Any employee granted an official leave of absence shall be reinstated to the first available
32 opening where the duties and hours worked are substantially equivalent to the position
33 held prior to the leave.

34
35 **Section 7.7.3.2.**

36 An employee on leave of absence may continue on the District approved insurance plans;
37 provided, the employee reimburses the District prior to the first of each month for the total
38 anticipated premium costs subject to insurance company regulations.

39
40 **Section 7.7.3.3.**

41 The employee will retain accrued illness, injury and emergency leave, and seniority rights
42 while on leave of absence. However, vacation credits, personal leave, illness, injury and
43 emergency leave, and seniority shall not accrue while the employee is on leave of absence.
44 Employees on leave as per Section 7.1., shall accrue seniority, but not accrue personal
45 leave, illness, injury and emergency leave.

1
2 **Section 7.7.3.4. Employment While on Leave.**

3 Leaves are not granted for the purpose of gaining or maintaining other employment. If an
4 employee on leave engages in other employment during his/her regular work hours, she/he
5 will be terminated, PROVIDED HOWEVER, that the District, in its sole discretion, may
6 waive this right for employees on leave who temporarily relocate with their families in an
7 area beyond a reasonable commuting distance from the District.
8

9 **Section 7.7.4. Personal Leave.**

10 Annually on September 1, employees shall be given four (4) days of personal leave for important
11 compelling personal matters, including family illness not otherwise covered by sick leave. This
12 leave shall not be used for conducting income producing business and shall not be used for a
13 strike against the District. Personal leave shall not be used on the following “blocked” days: The
14 “181st Day”, snow make-up days, or during the first or last five (5) days of school, or the workday
15 after or before a holiday. Part time employees and employees hired after the first day of school
16 shall receive personal leave pro-rated based on their FTE and total work days. An employee may
17 request special consideration from the Director of Human Resources for personal leave to be
18 granted during the blocked days for personally compelling reasons.
19

20 The District shall grant personal leave in the order the requests are received provided the requests
21 are made in compliance with the above conditions. No more than one (1) personal leave request
22 per secondary school, two (2) personal leave requests for the Central Kitchen, and no more than
23 four (4) personal leave requests of staff serving in elementary schools shall be honored per day.
24 Employees may request personal leave days as early as one year in advance. If an employee does
25 not have the requested number of personal leave days to use at the time the leave is to be taken,
26 the absence days will be denied and leave without pay will not be available.
27

28 A maximum of four (4) personal leave days may be carried into the following school year, to a
29 maximum accumulated of ten (10) days at any time.
30

31 A maximum of five (5) days may be used in any one school year, unless additional use is
32 approved in advance of use by the Director of Human Resources.

33 Employees may receive monetary compensation at their hourly rate for all of their unused
34 personal leave days annually. Such a request for monetary compensation must be made by June 1
35 on a form provided by Payroll.
36

37 Two (2) days of unused personal leave may be shared with other employees at the option of the
38 individual employee. Employee’s may not donate or receive more than two (2) days of personal
39 leave per school year. Employees who choose to share personal leave must complete the process
40 required by the Food Service Office.
41

42 **Section 7.8. Leave Exhaustion.**

43 All leaves of all types applicable must be exhausted before leave without pay will be considered. Leave
44 without pay will be granted if at all, solely at the employer’s discretion to the extent that the law provides.
45

46 **Section 7.9. Paid Family and Medical Leave (PFML).**

47 Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and
48

1
2 funded by premiums paid by both employees and employers. Employee contributions as required are
3 deducted monthly from the employee's pay. This program allows eligible employees to take up to twelve
4 (12) weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or
5 injury, need to take care of an ill or ailing relative, and for certain military connected events. If employees
6 experience multiple events in a given year, they may be eligible to receive up to sixteen (16) weeks, or up
7 to eighteen (18) weeks if the employee experiences a serious health condition with a pregnancy.

8
9 PFML leave will run concurrently with the employee's other leave entitlements. The employee shall not
10 be compelled to exhaust their available sick leave prior to accessing PFML. The employee may choose to
11 supplement with their available paid leave entitlements while on PFML, to make their compensation
12 whole.

13
14 An employee becomes eligible once they have worked eight hundred twenty (820) hours for a
15 Washington-based employer during the previous year. The benefit cannot be taken without a qualifying
16 event. Leave events can be either Family or Medical as stated below.

17
18 Family Leave:

- 19 • Care and bond after baby's birth or placement of a child younger than 18 years old
- 20 • Care for a family member experiencing an illness or medical event
- 21 • Certain military-connected events

22
23 Medical Leave:

- 24 • Care for yourself in relation to an illness or medical event

25
26 Application for PFML benefits is administered directly through the State.

27
28
29
30 **ARTICLE VIII**

31
32 **PROBATIONARY PERIOD, SENIORITY AND LAYOFF PROCEDURES**

33
34 **Section 8.1. Seniority.**

35 The seniority of an employee in the bargaining unit shall be established as of the date on which he/she
36 was hired by the District as a regular Food Service employee (hereinafter "hire date") unless such
37 seniority shall be lost as hereinafter provided.

38
39 **Section 8.1.1. Seniority Tie Breaker.**

40 The District will utilize the substitute hire date to break ties between employees with the same
41 seniority dates. The Association President and/or Field Representative shall review the tie breaking
42 decision prior to the District's RIF process implementation. In the event two (2) employees have the
43 same substitute hire date, the tie will be broken by Human Resources adding up the sum of the
44 employee's birth day and month digits (example: birthday March 30th = 3+30 = 33) the employee
45 with the highest total sum wins. When determining seniority for bidding to a new position, if two (2)
46 employees have the same seniority date and also have the same birth day and month digits, the
47 employee with the earliest bid date/time for the position in question will be considered more senior.

1
2 **Section 8.2. New Employee Probationary Period.**

3 New employees shall be in a probationary status for forty-five (45) days of work. During the
4 probationary period, the District may terminate an employee at its sole discretion. Such termination shall
5 not be subject to the grievance procedure. Beginning with the date a new employee accepts an
6 assignment, and lasting through the end of their probationary period, a newly hired food service
7 employee may not bid on other assignments, unless mutually agreed to by the District and Association in
8 unique circumstances. If there are no internal bidders for a position, new employees in their probationary
9 period may be considered as external applicants. Unless notified of performance concerns during the
10 probationary period, the employee shall be deemed to have successfully completed the probationary
11 period and be in regular employment status.
12

13 **Section 8.3. Trial Service Period for Employees Changing Positions.**

14 Regular employment status employees moving to positions in levels A-D on the salary schedule shall be
15 in a trial service period for forty-five (45) days of work. Employees moving from a position in level A-D
16 to a position in level E-H shall be in a trial service period for sixty days (60) days of work. Employees
17 moving from a position in level E-H to another position in level E-H shall be in a trial service period for
18 sixty (60) days of work. The trial service period for employees moving from a position in level E-H to
19 another position in level E-H may be reduced by mutual agreement between the Association and the
20 District. Employees may voluntarily elect to return to their former position during the first ten (10) work
21 days of their trial service period for their new position, provided their former position has not been re-
22 filled. The District may involuntarily return an employee to their former position during the first ten (10)
23 work days of their trial service period, provided their former position has not been re-filled. The District
24 shall evaluate the employee during their trial service period. In the absence of such evaluation, the
25 employee shall be considered as having successfully completed their trial service period. If through this
26 evaluation, the employee is deemed to have not successfully completed their trial service period, the
27 employee shall be returned to their former position.
28

29 **Section 8.3.1.**

30 An employee bidding into a different position prior to completing a trial service period will be deemed
31 not to have completed the period, and if the employee returns to the position, the trial service period
32 must be completed.
33

34 **Section 8.4. Loss of Seniority Rights.**

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

- 36 A. resignation;
37 B. discharge for any reason; unless reinstated by an arbitrator or court of law, or
38 C. retirement.
39

40 **Section 8.5. Retained Seniority Rights.**

41 Seniority rights shall not be lost for the following reasons:

- 42 A. Time lost by reason of industrial accident, industrial illness or jury duty; or
43 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
44 United States.
45 C. Time on layoff not to exceed eighteen (18) months.
46
47
48

1
2 **Section 8.6. Certification.**

3 Seniority rights shall be effective within the general job classification of food service. However, only
4 employees with WSNA and SNA certification can be hired into positions in levels E, F, G and H of the
5 Salary Schedule.
6

7 Employees in salary levels E, F, G and H will be notified of their upcoming certification expiration date
8 within ninety (90) days of the certification expiration date. If the employee fails to successfully recertify
9 prior to their recertification date, that employee shall be involuntarily transferred to a non-manager
10 position or placed on layoff status.
11

12 **Section 8.7. Promotions, New/Open Positions and Layoffs.**

13 The employee with the earliest hire date shall have preference regarding promotions, assignment to new
14 or open jobs or positions, and layoffs when ability and performance are substantially equal with those
15 individuals junior to them. If the District determines that seniority rights should not govern because a
16 junior employee possesses ability and performance greater than a senior employee or senior employees,
17 the District shall, if requested in writing, set forth in writing to the employee or employees its reasons
18 why the senior employee or employees have not been selected or retained.
19

20 **Section 8.7.1. Extra Time.**

21 Extra time shall be apportioned by the use of a seniority rotation roster within each work location.
22 For purposes of this section only, the Central Kitchen is a single work location, as are individual
23 schools.
24

25 **Section 8.8. Postings.**

26 When a position is open in any kitchen, notice of the opening shall be published for a maximum of five
27 (5) District business days by written notice so that interested employees may be reasonably informed of
28 the vacancy. Such position notice shall include the approximate hours per day, approximate days per
29 year, and the general description of the assignment. The District shall notify the Association President
30 and the PSE Representative of the person(s) filling all positions. If a position has been filled, but comes
31 open again within fifteen (15) workdays, other employees who bid on the original position will be
32 considered before external candidates are considered and before the position is reposted.
33

34 **Section 8.8.1. Time Added to Positions.**

35 When more than one-half (1/2) hour additional time is added to any position, that position shall be
36 rebid under the provisions of Section 8.8.
37

38 **Section 8.8.2. Lateral Transfers.**

39 Unless mutually agreed by the District and Association, employees shall be restricted to one (1)
40 lateral transfer per school year. A lateral transfer is a change of position that does not result in a
41 move to a higher rated classification or an increase in time of at least one-half (1/2) hour.
42

43 **Section 8.8.3. Filling Vacancies.**

44 Except by mutual agreement with the Association, vacancies shall ordinarily be filled within
45 twenty (20) working days of the outside bid closing date. However, the District may at any time
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1 prior to filling the position, decide instead to eliminate the position. Further, if during the twenty
2 (20) day period the District wishes to review the position for possible elimination, the period may
3 be extended up to twenty (20) additional working days by notification to the Association that the
4 position is under review. Decisions to eliminate positions and/or reduce hours of positions shall
5 not be made in an arbitrary or capricious manner.

6
7 **Section 8.8.3.1. Reduction in Force.**

8 For purposes of this Agreement the terms “layoff” and “reduction in force” shall have the
9 same meaning.

10
11 At work sites of three (3) or more employees, when a reduction in force (RIF) is
12 necessary, it will be accomplished by lateral transfer to positions with comparable or
13 greater hours, or termination at work sites with more than three employees of the least
14 senior employees, rather than a reduction in hours for more senior employees.

15
16 **Seniority Tie Breaker:** The District will utilize the substitute hire date to break ties for
17 RIF purposes, as between employees with the same seniority dates. The Association
18 President and/or Field Representative shall review the tie breaking decision prior to the
19 District’s RIF process implementation.

20
21 **Section 8.8.3.2. Combined Lead Server Positions.**

22 The District and Association desire to have one employee hold the breakfast and lunch
23 Lead Server position at each school with a breakfast program. When a Lead Server
24 position at a school with a breakfast program becomes vacant, first right of refusal to that
25 position (breakfast or lunch) will be given to the employee who currently holds the Lead
26 Server (breakfast or lunch) position at that school. Once the breakfast and lunch Lead
27 Server positions are held by the same employee, the split shift will be recognized as one
28 (1) position from that point forward.

29
30 **Section 8.9. Layoff.**

31 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
32 District according to seniority. If employees are laid off as part of a reduction in force during the regular
33 school year, they will receive two weeks severance pay. Such employees are to have priority in filling a
34 vacancy for which they are qualified in the classification held immediately prior to layoff. Names shall
35 remain on the reemployment list for eighteen (18) months.

36
37 **Section 8.10. Communication While on Layoff Status.**

38 An employee on layoff status shall file his/her address in writing with the Personnel Office of the District
39 within ten (10) working days of his/her layoff and shall thereafter advise the District in writing of any
40 change of address within ten (10) working days.

41
42 **Section 8.11. Forfeiting Rights to Reemployment.**

43 An employee shall forfeit rights to reemployment as provided in Section 8.9, if he/she does not comply
44 with the requirements of Section 8.10, or if he/she does not accept the offer of reemployment as specified
45 in Section 8.12 within ten (10) working days of receipt of written notice by certified mail from the
46 District.

1 **Section 8.12. Forfeiting Rights to Seniority.**

2 An employee on layoff status who rejects an offer of reemployment forfeits seniority; provided, that such
3 employee is offered a position substantially equal to that held prior to layoff.
4

5 **Section 8.13. Seniority List.**

6 The District will bring the seniority list up to date as of October 15 and will provide a copy to each
7 Kitchen Manager, the PSE President and Field Representative for posting by October 31.
8

9 **Section 8.14. Designated Substitutes.**

10 A designated substitute is a regular staff member who is pre-trained, specifically for a pre-selected job, so
11 that if the regular employee is absent, that employee can step in and perform the job functions. If
12 designated substitutes are needed for key positions, a process memo, including position requirements,
13 will be established and distributed to employees no later than October 1 each year. Employees will
14 receive confirmation of their substitute status by October 15 each year. The designated substitute will
15 receive the rate of pay for the job classification when working as a substitute. Only those employees who
16 hold the required certification for positions in levels F, G and H will be eligible to be a designated
17 substitute for those positions. To work as a substitute for positions in Level E longer than thirty (30)
18 working days, employees must have valid WSNA/SNA Certification.
19

20 **Section 8.14.1. Back Up Kitchen Managers.**

21 The District may designate one (1) employee at each secondary kitchen and the central kitchen to
22 serve as the primary back up manager for that location. In addition, each backup manager (except
23 central kitchen) may be a part of a pool of backup managers, and may be asked to serve as the
24 second back up manager for another school as needed, if the primary back up manager is not
25 available. Training will be made available to second backup managers before serving in such
26 capacity.
27
28
29

30 **ARTICLE IX**

31 **NOTIFICATION OF EMPLOYEES**

32 **Section 9.1.**

33 The District shall notify any employee working less than twelve (12) months prior to the last day of
34 school of the intent to continue their employment during the coming school year and the approximate
35 number of hours per day and days per year.
36
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41 **ARTICLE X**

42 **GRIEVANCE PROCEDURE**

43 **Section 10.1.**

44 It is agreed that the content of evaluation is not grievable, although employees may attach a written
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1 rebuttal to their evaluation. However, other grievances, including disciplinary actions based on conduct
2 cited in evaluations, arising between the District and its employees within the bargaining unit defined in
3 Article I herein, with respect to matters dealing with the interpretation or application of the terms and
4 conditions of this Agreement, shall be resolved in strict compliance with this Article.

5
6 **Section 10.2. Grievance Steps:**

7
8 **Section 10.2.1. Pre-Grievance Discussion with Representative.**

9 If they wish, employees may discuss their potential grievances with their local building PSE
10 representatives, local PSE officer, or PSE Field Representative to obtain representation and
11 processing information, and PSE identification coding.

12
13 **Step 1 - Informal:**

14 If an employee wishes to initiate a grievance, then he/she shall discuss the grievance with the appropriate
15 Elementary/Secondary Supervisor, or his/her designee. If employees so wish, they may be accompanied
16 by an Association representative at any level of a grievance. All grievances not brought to the appropriate
17 Elementary/Secondary Supervisor or his/her designee in accordance with the preceding sentence within
18 fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further
19 processing unless the Association and the District mutually agree to extend timelines at any level of a
20 grievance.

21
22 **Section 10.2.2. Step 2:**

23 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
24 subsection, the employee shall reduce to writing a statement of the grievance containing the
25 following:

- 26 A. The facts on which the grievance is based;
27 B. A reference to the provisions in this Agreement which have been allegedly violated, and
28 C. The remedy sought

29
30 The employee shall submit the written statement of grievance to the Director of Nutrition and
31 Logistics or his/her designee for consideration and shall submit a copy to the Chief Human
32 Resources Officer. The parties will have ten (10) working days from submission of the written
33 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
34 an agreeable disposition is made, all parties to the grievance shall sign the disposition.

35
36 If in the judgment of the Association, a grievance affects a group of employees or the Association,
37 or if the grievance involves more than one (1) supervisor or an administrator above the level of
38 the employee(s)' supervisor, the grievance may proceed directly from 10.2.1 to 10.2.3.

39 Recognizing that grievances should be processed at the lowest level at which they may be
40 resolved, the parties agree that in certain circumstances, a grievance should not be initiated
41 pursuant to Section 10.2.1 or 10.2.2, but instead should proceed directly to Section 10.2.3. Such
42 alternative processing shall require mutual agreement.

43
44 **Section 10.2.3. Step 3:**

45 If no settlement has been reached within the fifteen (15) days referred to in the preceding
46 subsection, and the individual, Association, or group, believes the grievance(s) to be valid, a
47
48

1 written statement of grievance(s) shall be submitted within twenty (20) working days to the
2 District Superintendent or the Superintendent's designee with a copy to the Chief Human
3 Resources Officer. If the employee(s) or the Association fails to submit the grievance(s) within
4 twenty (20) working days to the District Superintendent, or the Superintendent's designee, the
5 grievance(s) shall be deemed waived unless the District and the Association agree to mutually
6 extend the timelines. If the employee(s) or Association does submit the grievance(s), the parties
7 will have twenty (20) working days from submission of the written statement of grievance(s) to
8 resolve it by indicating on the statement of grievance(s) the disposition. If an agreeable
9 disposition is made, all parties to the grievance(s) shall sign the disposition.

10
11 **Section 10.2.4. Step 4:**

12 If a grievance is not satisfactorily resolved at Step 10.2.3 of this Agreement, the Association may
13 require binding arbitration. If the Association seeks binding arbitration, it shall within twenty
14 (20) working days after receiving the written response of Step 10.2.3 submit a request for a list of
15 at least seven (7) arbitrators from the American Arbitration Association (Voluntary Rules).
16 Unless other arrangements are agreed to between the Association and the District, parties will
17 determine the arbitrator from this list by alternately striking names from the list.

18
19 The selected arbitrator will issue his/her decision within thirty (30) days from the date of the close
20 of the hearing, or from the date the final statements are submitted to the arbitrator. The
21 arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and
22 conclusions.

23
24 The decision of the arbitrator will be submitted to the District and the Association, and will be
25 final and binding upon both parties, provided however that the arbitrator's decision is not clearly
26 erroneous, arbitrary, capricious, and is not in violation of State and Federal law or the
27 Constitution.

28
29 The cost of the arbitrator will be borne equally by the District and the Association. All other
30 expenses shall be borne by the party incurring them, and neither party shall be responsible for the
31 expenses of witnesses called by the other.

32
33 **Section 10.3.**

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

36
37
38 **ARTICLE XI**

39
40
41 **INSURANCE AND RETIREMENT**

42
43 **Section 11.1. Insurance.**

44 Employees and substitutes who work or are anticipated to work 630 hours or more in a work year
45 (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board
46 (SEBB). SEBB shall establish all parameters of the benefit offerings, including eligibility, plan designs,
47 carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction.

1 **Section 11.2. Tort Liability Coverage.**

2 The District shall provide tort liability coverage for all employees while carrying out the District’s work
3 expectations, in accordance with WSRMP.
4
5
6

7 **ARTICLE XII**

8
9 **ASSOCIATION MEMBERSHIP AND CHECK-OFF**

10
11 **Section 12.1.**

12 An employee’s option to join and maintain membership in the Association, as well as the Association’s
13 duty to represent members of the bargaining unit shall be in accordance with Chapter 41.56 RCW.
14

15 **Section 12.2. Membership Dues.**

16 The District and Association shall comply with the provisions of RCW 41.56.110 regarding dues
17 deductions. Written authorizations/revocations received after the District’s monthly payroll cutoff date
18 will be processed the following month. The District shall be held harmless by the Association for
19 compliance with this article.
20

21 The amount of monthly dues paid by an employee shall be listed on the employee’s monthly pay warrant,
22 listed on the employee’s annual W2 statement, and can be viewed by the employee through their
23 Employee Online account.
24

25 **Section 12.3. Access to New Hires.**

26 Association Access: The District shall provide an opportunity for a Association representative to meet
27 with new employees (including substitutes), to provide information about the Association, pursuant to
28 RCW 41.56.037.
29

30 **Section 12.4. Political Actions Deductions.**

31 The District shall, upon receipt of the employee’s request and completion of an appropriate written
32 authorization form, allow deductions from an employee’s pay and transmit such contributions for
33 political action, monthly via separate check.
34

35 **Section 12.5. Local Dues.**

36 The District shall deduct PSE local Chapter dues separately and remit such funds to the local Chapter
37 Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.
38
39
40

41 **ARTICLE XIII**

42
43 **SALARIES, TRANSFER OF PREVIOUS EXPERIENCE, TRAINING AND UNIFORMS**

44
45 **Section 13.1. Schedule A (Salary Schedule).**

46 The salaries provided on Salary Schedule A are dependent upon the state both authorizing and providing
47
48



1 funding to the District to pay such salaries. If the state fails to authorize or fund the District to the full
2 extent of the increases stated, the District shall pass through any state funding actually received. Hourly
3 rates for employees subject to this Agreement, during the period of this Agreement, are contained in
4 Schedule A, attached hereto and made a part hereof. Employees shall be paid in accordance with this
5 Agreement for all hours worked.

6
7 **Section 13.2. Salary Placement.**

8 Salary placement will be determined at the time of initial employment, in accordance with this
9 Agreement and Section 28A.400.300 RCW.

10
11 **Section 13.2.1.**

12 Any employee who changes job positions or classifications will be placed on the salary schedule
13 by the Human Resources Department in accordance with Sections 13.8 and 13.9.

14
15 **Section 13.3.**

16 Employees under this Agreement will receive salary in twelve (12) equal payments.

17
18 **Section 13.4.**

19 New employees who began work on or before February 1 of the prior fiscal year shall be entitled to the
20 incremental raise shown in the salary schedule.

21
22 **Section 13.5. Required Training.**

23 Employees attending training courses required by the District as a condition of continued employment
24 will be paid by the School District.

25
26 **Section 13.6. Training Period:**

27 All new hires, substitutes, and transfers will be trained by a qualified person to the extent necessary as
28 determined by the District. Upon request, and with District approval, additional training may be
29 provided.

30
31 **Section 13.6.1.**

32 Substitutes will not be given the regular employee's passwords when utilizing the POS system,
33 but instead will be assigned their own password.

34
35 **Section 13.7. Certification Pay.**

36 An employee who has and maintains School Nutrition Association (SNA) and/or Washington School
37 Nutrition Association (WSNA) certification shall be paid six percent (6%) of their hourly wage
38 (including longevity) in addition to the employee's regular rate of pay (calculation: base amount plus
39 longevity amount, times cert percent). To become eligible for this pay, an employee must complete such
40 certification and provide the District with proper documentation of such certification no later than
41 November 1 annually. If the employee has submitted his/her completed documents to SNA but has not
42 yet received his/her official certificate before November 1, the SNA employee may submit copies of the
43 documents sent to SNA, including detail of SNA/WSNA credits, to the District no later than November 1
44 annually. The increase in pay will become effective in the payroll following delivery to the District of
45 proper documentation of such certification. If the official certificate is not delivered to the District on or
46 before January 30, certification pay will be deducted from the employee's February pay warrant.

1 **Section 13.7.1.**

2 Employees shall receive certification points when attending approved workshops, classes or
3 training even if the District pays registration fees or other costs.
4

5 **Section 13.7.1.1. Professional Growth.**

6
7 **District Required:**

- 8 A. If the District requires any class (not for certification) the District will pay for time spent
9 in such classes.
10 B. Because the District requires positions in salary levels E, F, G and H to have certification,
11 once certified, the District will reimburse employees in those positions for tuition/fees to
12 take pre-approved (by the District) classes to maintain their certification.
13

14 **Employee Requested:**

- 15 A. The District will fund up to three thousand dollars (\$3,000) annually for registration fees
16 for conferences, OSPI offered workshops, and classes that qualify for SNA certification
17 credit upon prior approval by the Administrator of Food and Nutrition Services. All
18 requests must be submitted by May 15 annually. Unspent and unencumbered funds as of
19 June 1 will be available for additional reimbursement using the following priority:
20 1. Conference registration;
21 2. Workshop registration;
22 3. Class registration; and
23 4. Travel related expenses.
24
25 B The District will fund a pool of one thousand five hundred dollars (\$1,500) annually to
26 reimburse back-up managers for tuition/fees to take pre-approved classes to
27 obtain/maintain their certification. All requests must be submitted by May 15 annually.
28 Unspent and unencumbered funds as of June 1 will be available for additional
29 reimbursement.
30

31 **Section 13.8. Longevity.**

32 Employees with ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of experience in
33 PSD Food Service, respectively are eligible for longevity increments at the beginning of those years of
34 service. These increments are not cumulative.
35

36 **Section 13.9. Promotion Pay.**

37 When promoted (moved to a position in a higher level) an employee will be placed at a base wage step
38 (not including longevity, certification pay or any other extra compensation) that provides a base wage
39 step increase of at least twenty-five cents (\$0.25) per hour.
40

41 **Section 13.9.1.**

42 The District shall present the Association with the staffing plan for the Central Kitchen and
43 impact on other locations thirty (30) days prior to posting any Central Kitchen vacancies.
44 Changes in the plan as a result of consultation with the Association shall not delay the postings.
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1 **Section 13.10. Uniforms.**

2
3 **Section 13.10.1 Aprons.**

4 The District shall provide at least two (2) adjustable neck strap, polyester/blend fabric aprons for
5 employees per school year. A committee of food service employees and management will meet
6 no later than January 15 each year and select the apron style/color choice(s) annually. If the
7 commercial apron selected by the committee is not available in an employee’s proper size, the
8 District will reimburse that employee for the cost of obtaining a pre-approved apron. Aprons are
9 to be worn during service periods and may be covered with District-supplied disposable aprons
10 during preparation and cleanup.

11
12 **Section 13.10.2. Gloves.**

13 The District will provide warm gloves for those employees whose duties require work in freezers
14 and handling frozen food products. The gloves will be cleaned by the District in accordance with
15 the Tacoma/Pierce County Health Department guidelines.

16
17 **Section 13.10.3. Participation in School Spirit Days.**

18 Employees shall be permitted to participate in school-directed spirit days during their work day
19 (i.e.: hat day, school colors, college attire, etc.), in accordance with uniform standards.

20
21 **Section 13.11. Uniform Allowance.**

22 The District shall provide an annual uniform allowance for the purchase of appropriate tops, black pants,
23 hair nets, and black shoes. If an employee’s allocation allows, black cardigans, and jackets may also be
24 purchased. The allocated uniform allowance shall be as follows: 1.0 – 2.9 hours per day = \$150, 3.0 – 4.9
25 hours per day = \$165, 5.0 – 6.4 hours per day = \$235, 6.5 – 8.0 hours per day = \$250. New employees
26 will become eligible for the allowance not later than the last day of the probationary period. Employees
27 shall submit itemized receipts for reimbursement. All employees will receive a written description of the
28 uniform standards upon hiring and thereafter within five (5) days of the start of school each year. This
29 section shall be reopened for consideration in accordance with Section 15.3. Employees may request
30 their uniform balance, in writing, by February 1 of every year.

31
32 **Section 13.12. Mileage.**

33 Employee shall receive mileage for travel between work sites when required by the District and/or as part
34 of a single assignment established by the District.

35
36 **Section 13.13. Correction of Pay Errors.**

37 Following notification to the employee, errors resulting in over or underpayments shall be corrected on
38 the next month’s payroll. If requested by the employee, the Human Resources Department and the
39 employee will work out a repayment agreement prior to any adjustment to the employee’s pay warrant. In
40 the event an employee is notified of an overpayment prior to receiving said payment, the District may
41 elect to deduct the amount of overpayment from the employee’s next pay warrant.

42
43 **Section 13.14. Pay Warrants.**

44 All employees shall be paid through direct bank deposit. New employees shall complete a direct deposit
45 form and submit it to the Payroll Department within the first five (5) days of hire. Employees who do not
46 have access to a bank account may discuss available options with the Payroll Department.



1 **Section 13.15. Referral Incentive.**

2 Food service employees who refer a food service applicant, who is then hired into a permanent position,
3 completes required training, and completes their forty-five (45) day probationary period will be
4 compensated a referral incentive of one hundred dollars (\$100). The applicant must list the referring
5 employee’s name on their employment application at the time of submittal. The referring employee must
6 notify the Food Service Office Manager of their entitlement to this incentive within the newly hired
7 employee’s first ninety (90) days of employment into a permanent position.
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11 **ARTICLE XIV**

12 **INCENTIVE PROGRAMS**

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15 **Section 14.1. Attendance.**

16 Regular employees who work at least four (4) hours per day shall be entitled to receive a perfect
17 attendance incentive of three hundred fifty dollars (\$350) per school year. Regular employees who work
18 less than four (4) hours per day shall be entitled to receive a perfect attendance incentive of one hundred
19 fifty dollars (\$150) per school year. Perfect attendance shall mean the employee was not absent for any
20 reason other than bereavement leave, jury duty or court subpoena for all scheduled work days, for the
21 entire work year. Attendance Incentive awards shall be paid on the employee’s July pay warrant.
22

23 **Section 14.2. Conversion of Accumulated Illness, Injury and Emergency Leave.**

24 Employees may elect an annual conversion of accumulated illness, injury and emergency leave in
25 accordance with number one (1) below. Employees may elect a conversion of illness, injury and
26 emergency leave upon retirement, separation from service or death for monetary compensation in
27 accordance with number two (2) below. The conversion procedures are as follows:
28

29 **1. Annual Conversion of Accumulated Illness, Injury and Emergency Leave:**

30 Any employee who at the end of the immediately previous calendar year shall have
31 accumulated in excess of sixty (60) days of unused illness, injury and emergency leave, may
32 convert unused illness, injury and emergency leave earned the previous year in excess of the
33 said sixty (60) days to monetary compensation at the rate of 25 percent (25%) of the
34 employee's current full-time daily rate of compensation for each full day of eligible illness,
35 injury and emergency leave up to twelve (12) days. Any such election shall be made by
36 written notice to Human Resources during the month of January. Any such annual conversion
37 of accumulated illness, injury and emergency leave shall be in accordance with law.
38

39 **2. Conversion of Illness, Injury and Emergency Leave Upon Retirement, Separation from**
40 **Service or Death:**

41 Any employee who shall retire, separate from service or die while employed by the District
42 may elect (personally or by a personal representative, as appropriate) to convert accumulated
43 unused illness, injury and emergency leave days to monetary compensation at the rate of
44 twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time
45 of retirement, separation from service or death for each full day of eligible illness, injury and
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1 emergency leave up to a maximum of one hundred eighty (180) days. Any such conversion of
2 illness, injury and emergency leave upon retirement, separation from service or death shall be
3 in accordance with law, including RCW 28A.400.210 and RCW 28A.400.212.
4

5 **Section 14.3. VEBA Conversion.**

6 The Association will annually notify the District of its intent to participate in VEBA. Any such
7 conversion of illness, injury and emergency leave annually or upon retirement, separation from service or
8 death shall be in accordance with the law, including Internal Revenue Code Section 501(c)(9).
9

10
11 **ARTICLE XV**

12
13 **TERM AND SEPARABILITY OF PROVISIONS**

14
15
16 **Section 15.1.**

17 The term of this Agreement shall be retroactive to September 1, 2021 to August 31, 2025, and shall be
18 reopened each year at the request of the Association or District prior to June 1 to discuss one (1) non-
19 financial item selected by the Association and one non-financial item selected by the District.
20

21 If additional funds for wages and/or benefits become available from the State, either party may request to
22 reopen negotiations to discuss the potential application to wages and benefits. If the State reduces
23 funding for wages and/or benefits, either party may request to reopen negotiations to discuss the potential
24 application to wages and benefits.
25

26 **Section 15.2.**

27 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
28 its execution date.
29

30 **Section 15.3.**

31 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
32 parties in writing. Salaries for the duration of this Agreement are addressed in Section 13.1.
33

34 **Section 15.4.**

35 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
36 of this Agreement shall not be affected thereby.
37

38 **Section 15.5.**

39 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State
40 or Federal statutes or regulations promulgated pursuant thereto.
41

42 **Section 15.6.**

43 In the event either of the foregoing sections (Section 15.4 and Section 15.5) is determined to apply to any
44 provision of this Agreement, such provision shall be renegotiated pursuant to Section 15.3.
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ARTICLE XVI

SAFETY

Section 16.1. Safety.

It is agreed that safe working conditions are desirable and necessary. All employees are responsible for maintaining safe working conditions to the best of their abilities, and reporting unsafe working conditions to appropriate personnel, including their supervisors. The District is responsible for providing safety training, safe working conditions and equipment for its employees. The District shall provide prompt assistance and support to employees in connection with student discipline problems.

Section 16.2. Safety Committee.

The Association shall have representation on the Food Service Department Safety Committee. This committee shall meet at least three (3) times per year, preferably in October, January and March. Minutes of the committee will be provided to the Association President and posted at the work sites.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUYALLUP FOOD SERVICE CHAPTER #619

PUYALLUP SCHOOL DISTRICT #3

BY: ///Signature on File///
Gwen Rinkle, Chapter President

BY: ///Signature on File///
Amie Brandmire, Asst. Superintendent of HR

DATE: 7/14/22

DATE: 7/13/22



SCHEDULE A
Puyallup Food Service Association
September 1, 2021 – August 31, 2022

		Base Step 1	Base Step 2	Base Step 3	Base Step 4	Base Step 5
Assistant Server	A	15.88231	16.35878	16.84954	17.35503	N/A
Kitchen Helper Vending Chair	B	16.38491	16.87645	17.38275	17.90423	N/A
BBQ Chair Cashier Catering Chair Central Kitchen Lead Helper Lead Server	C	16.75827	17.26102	17.77885	18.31221	N/A
Central Kitchen Batch Controller Central Kitchen Lead Cashier	D	17.93580	18.47387	19.02809	19.59893	N/A
Assistant Department Head Central Kitchen Secondary Assistant Kitchen Manager	E	19.21384	19.79026	20.38397	20.99549	21.62535
Central Kitchen Department Heads (Bakery, Culinary) Secondary Cook Manager	F	20.78118	21.40462	22.04676	22.70816	23.38941
Central Kitchen Coordinator Preparatory Department Head	G	22.85930	23.54508	24.25143	24.97898	25.72835
Central Kitchen Manager	H	29.76377	30.65669	31.57639	32.52368	33.49939

Longevity is awarded at the beginning of the employee's 10th, 15th, 20th, 25th and 30th years with PSD Food Service as follows: 10 years = \$0.50/hr., 15 years = \$0.75/hr., 20 years = \$1.00/hr., 25 years = \$1.25/hr., 30 years = \$1.50/hr. Longevity increments are not compounded.

Employees working as the Sparks Stadium Manager will be paid fifteen cents (.15) per hour more than the regular Secondary Cook Manager rate. Employees working as the Sparks Stadium Cashiers will be paid fifteen cents (.15) per hour more than the regular cashier rate.

All new positions, including Central Kitchen positions, will be bargained by the parties prior to filling the position and will be incorporated into this Collective Bargaining Agreement and shown on a newly revised Schedule A.

Per Section 13.7: An employee who has and maintains School Nutrition Association (SNA) and/or Washington School Nutrition Association (WSNA) certification shall be paid six percent (6%) of their hourly wage in addition to the employee's regular rate of pay (including longevity).

Each regular employee hired prior to February 1, 2022, will receive a one-time \$1,000 retention incentive for 2021-22, paid on the July 2022 pay warrant. Regular employees hired February 2, 2022 through June 1, 2022 will receive a proration of this incentive based on days worked, paid on their July 2022 pay warrant.

2022-2023: Inflationary Adjustment per RCW 28A.400.205 (5.5%) + 2% = 7.5%

2023-2024: Inflationary Adjustment per RCW 28A.400.205 + 1%

2024-2025: Inflationary Adjustment per RCW 28A.400.205

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SCHEDULE A
Puyallup Food Service Association
September 1, 2022 – August 31, 2023

		Base Step 1	Base Step 2	Base Step 3	Base Step 4	Base Step 5
Assistant Server	A	17.07348	17.58569	18.11326	18.65665	N/A
Kitchen Helper Vending Chair	B	17.61377	18.14219	18.68645	19.24705	N/A
BBQ Chair Cashier Catering Chair Central Kitchen Lead Helper Lead Server	C	18.01514	18.55559	19.11226	19.68563	N/A
Central Kitchen Batch Controller Central Kitchen Lead Cashier	D	19.28098	19.85941	20.45520	21.06885	N/A
Assistant Department Head Central Kitchen Secondary Assistant Kitchen Manager	E	20.65488	21.27453	21.91276	22.57015	23.24725
Central Kitchen Department Heads (Bakery, Culinary) Secondary Cook Manager	F	22.33977	23.00997	23.70026	24.41127	25.14361
Central Kitchen Coordinator Preparatory Department Head	G	24.57375	25.31096	26.07029	26.85240	27.65797
Central Kitchen Manager	H	31.99606	32.95594	33.94462	34.96296	36.01184

Longevity is awarded at the beginning of the employee's 10th, 15th, 20th, 25th and 30th years with PSD Food Service as follows: 10 years = \$0.50/hr., 15 years = \$0.75/hr., 20 years = \$1.00/hr., 25 years = \$1.25/hr., 30 years = \$1.50/hr. Longevity increments are not compounded.

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All new positions, including Central Kitchen positions, will be bargained by the parties prior to filling the position and will be incorporated into this Collective Bargaining Agreement and shown on a newly revised Schedule A.

Per Section 13.7: An employee who has and maintains School Nutrition Association (SNA) and/or Washington School Nutrition Association (WSNA) certification shall be paid six percent (6%) of their hourly wage in addition to the employee's regular rate of pay (including longevity).

2023-2024: Inflationary Adjustment per RCW 28A.400.205 + 1%

2024-2025: Inflationary Adjustment per RCW 28A.400.205



SCHEDULE B
Competitive Food Sales

1. The District will direct that all vending machines in the same buildings as food service operations will be turned off during breakfast and lunch time.
 - A. Guidelines for Student Vending Machines are as follows:
 1. Machines outside 125 feet from cafeteria are allowed;
 2. Machines located in a separate building are allowed (i.e., pool, gym);
 3. Machines which only sell water may remain turned on in all areas. Prices shall not be below food service prices;
 4. Machines located in staff lounges may be turned on, but students may not have access to these machines;
 5. Shut off machines during breakfast and lunch if not compliant with options 1-4 above.
2. Student stores may sell the following (items or categories not listed require District approval):
 - A. Espresso
 - B. Popcorn
 - C. Candy (if not USDA violation)
 - D. Tea
 - E. Beef Jerky
 - F. Water (if not below food service price)
 - G. Smoothies
 - H. 100% Juice
3. The following commercially prepackaged, self-contained items (if food service allowed to bid on product) shall be allowed in student stores (items or categories not listed require District approval):
 - A. Prepackaged Donuts
 - B. Prepackaged Muffins
 - C. Prepackaged Bagels
 - D. Prepackaged Danish
 - E. Prepackaged Chips
 - F. Prepackaged Cup-A-Soup/Noodles
4. Student stores may not sell the following (items or categories not listed require District approval):
 - A. Pizza
 - B. Fresh/open handled:
 1. Donuts
 2. Muffins
 3. Danish
 4. Cookies
 5. Cinnamon Rolls
 6. Bagels
 7. Chips/Nachos
 - C. Bread Sticks
 - D. 10% Juices
 - E. Milk
 - F. Soda
 - G. Fresh or frozen commercially prepared entrees for resale

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, PUYALLUP FOOD SERVICE ASSOCIATION #619 AND THE PUYALLUP SCHOOL DISTRICT #3. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

1. Retroactive increases for the 2021-2022 fiscal year for pay assignments per Schedule A will be paid in the July, 2022, payroll, and all retroactive time sheet work/extra time will be paid in the August, 2022, payroll.
2. Whereas, Section 7.4.1 Family Illness Leave as stated in the 2018-21 CBA, was continued throughout 2021-22 by the District in accordance with RCW 41.56.123, the amended Section 7.7.4 Personal Leave shall begin September 1, 2022.
3. A one-time stipend will be paid to any employee that generates a 2021-2022 pay increase of less than four percent (4%), in the July, 2022, payroll. A spreadsheet reflecting the one-time stipend shall be initialed by the parties, but not attached to the CBA.
4. Any employee that separated employment during the 2021-2022 fiscal year will be eligible for the 2021-2022 pay increase prorated based on their actual compensated hours prior to separation of employment, in the August, 2022, payroll. At the discretion of the District, the payment in the immediately preceding sentence will not be paid if doing so would adversely impact retirement benefits of any of said employees.
5. Employees who have separated employment are not eligible for the one-time \$1,000 retention bonus listed on Schedule A.
6. The vacation related MOU for one employee addressed in the tentative agreement document will not be attached to the CBA but will be included in the employee’s personnel file.
7. The substitute wage shall be 95% of Level A, Step 1.

This Letter of Agreement shall become effective July 1, 2022, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUYALLUP FOOD SERVICE CHAPTER #809

PUYALLUP SCHOOL DISTRICT #3

BY: ///Signature on File///
Gwen Rinkle, Chapter President

BY: ///Signature on File///
Amie Brandmire, Asst. Superintendent of HR

DATE: 7/14/22

DATE: 7/13/22

