AGREEMENT

Between

EDMONDS SCHOOL DISTRICT NO. 15

and

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925

FOOD SERVICE EMPLOYEES

Edmonds School District

LOCAL 925 SEIU Stronger Together

September 1, 2023

through

August 31, 2028

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EDMONDS SCHOOL DISTRICT NO. 15
and
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 925
FOOD SERVICE EMPLOYEES

RECITALS

Pursuant to the conditions set forth in the Public Employees' Collective Bargaining Act of 1967, this constitutes an agreement between the Edmonds School District No. 15 (Employer) and the Service Employees' International Union, Local 925, Food Service Employees.

It is understood and agreed by the Employer and Union that matters appropriate for negotiations between the parties shall relate to salaries, hours, working conditions, and grievance procedure.

ARTICLE I - RECOGNITION

The Employer recognizes the Service Employees' International Union, Local 925, hereinafter called the Union, as the exclusive bargaining agency for all food service employees in the Edmonds School District No. 15, except administrators and supervisors as defined under the National Labor Relations Act, as amended.

ARTICLE II - NO STRIKE

The Union and the Employer agree that there will be no strikes, slowdowns, or work stoppages by any employee(s) or by the Union or no lockout by the Employer during the term of this Agreement.

ARTICLE III - UNION SECURITY

A. Upon receipt of written notification from the Union of an employee's authorization to deduct membership dues, the District shall deduct dues from the pay of said employee. Written notification to the District from the Union must be received by the first workday of the month in which dues will be deducted from the employee's pay.

B. Per RCW 41.56.037, the District will provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative. Reasonable access for the purpose of this section shall mean:

- Access to the new employee occurs within 90 days of the employee's start date.
- Access while paid by the employer is for 30 minutes.
- Access occurs during the employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

C. Shop stewards, section officers and Union officers shall be allowed time off, with no pay deduction, to attend Union sponsored activities, to a maximum of fifty (50) hours during each school year, provided:

1. Application for such leave is made in a timely and appropriate fashion.
2. Substitute employees are available.

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3. No more than two (2) employees shall be granted leave on any one (1) day and no more than one employee from any central kitchen unit.

4. The Union will reimburse the District for the employees' daily wages.

5. Substitute employees will be provided, if needed.

F. **Employees as Union Representatives**. Employees acting as Union representatives at meetings required by the District shall be released from work duties with pay to attend when such meetings are held during normal working hours, or compensated at their hourly rate when they are held outside of their normal working hours.

G. **Bulletin Boards**. The District shall provide space on bulletin boards in each kitchen for the use of the Union. The bulletins posted by the Union are the responsibility of the Union.

H. **District Mail/E-Mail**. The Union may use employee mailboxes for communication to employees provided that a copy of each item(s) so distributed, except bargaining surveys, grievance information, Union financial information and Union election ballots, is delivered to the Food Service Director or designee for approval, and to the Superintendent's office, at the time of distribution.

The employee may use the District e-mail system for non-political Union communication and business. The District e-mail system may not be used for campaign or election purposes, or to organize or promote work stoppages.

I. **Employee Lists**. The names and addresses of employees in the bargaining unit shall be provided annually on the last work day of October to the Union, and updated quarterly. The Employer will provide electronic documentation to the Union including the name, mailing address, primary phone number, employee identifier, location of employment, and the initial date of employment of all new employees. The district will also provide terminations and status changes of members to the Union. The Union will acquire any additional information about members directly from members through their enrollment process.

J. **Right to Hearing Prior to Discipline**. Whenever disciplinary action is involved, an employee subject to this Agreement has the right to have a Union representative present at discussions between themselves and representatives of the District as hereinafter provided in the Grievance Procedure of this Agreement.

K. **Disciplinary Notification**. The Union shall be notified by the District of any disciplinary actions of any employee in the unit.

L. **Disciplinary Action/Progressive Discipline**. No employee will be discharged or suspended without pay, without just cause. Just cause for discharge and suspension without pay in the absence of prior warning shall include, but not be limited to insubordination, gross misconduct, being under the influence of alcohol or an illegal controlled substance while on the job, or conviction of a crime involving a minor.

M. **Personnel Files**. The District shall maintain a single personnel file for each employee, which shall be kept in the Human Resources Division and shall be controlled by the Executive Director of Human Resources or his/her designee. The employee shall have the right to review his/her personnel file in the presence of a Human Resources administrator at a time and place mutually agreeable. Such review may be done in the company of a person of the employee's choosing. A copy of any complaint and/or derogatory material relating to an employee must be given to the employee before the material is placed in the personnel file. The employee shall have the right to attach a signed and dated response to any such material; any such written response must be presented for attachment within ten (10) calendar days of the date the material to which the response is being made was received by the employee.

After three (3) years, at the request of the employee, any reprimand(s) shall be removed from the District personnel file provided that no subsequent reprimand(s) has been issued the employee during that period. Disciplinary notice involving one (1) or more of the following shall not be removed from an employee's file:

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- Sexual abuse or sexual harassment of students or other persons.
- Sexual contact with students.
- Violence or physical abuse directed at students or other persons.
- Racial, ethnic or sexual slurs
- Improper off-duty conduct involving a minor.
- Theft, including theft of time.
- Gross Insubordination.
- Being under the influence of alcohol or drugs.
- Proven Dishonesty.

N. **COPE Contributions (Committee on Political Empowerment)**. Upon the receipt of written authorizations that comply with applicable Public Disclosure Commission regulations, the Employer agrees to deduct and transmit to the Union a specified amount from each employee's pay, subject to the voluntarily executed COPE payroll authorization form. Such deductions shall be subject to an initial participation of at least ten percent (10%) of the members of the bargaining unit.

O. The Union agrees to indemnify, defend, and hold harmless the District (including its officers, directors, agents, employees, and representatives) from all claims, demands, suits, penalties, fines, sanctions, payments, or any other forms of liability (including payments to employees for wrongfully withheld wages), related to any payroll deductions pursuant to this Article, including claims related to the processing of authorizations or authorization withdrawals.

ARTICLE IV - MANAGEMENT RIGHTS

The management of the employee and the direction of the work force is vested exclusively in the Employer, subject to the terms of this Agreement.

All matters, not specifically and expressly covered or treated by the language of this Agreement, may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.

Management officials retain the following rights:

1. Direct employees covered by this Agreement.

2. Hire, promote, demote, assign, and retain employees of the unit and suspend or discharge employees for proper cause.

3. Relieve employees from duty due to lack of work or other legitimate reasons.

4. Determine the method, number and kinds of personnel by which operations undertaken by employees are to be conducted.

5. Discuss with the Union affecting changes in personnel practices that are of concern to employees with the unit.

ARTICLE V - GRIEVANCE PROCEDURE

A. **Procedure**. Grievances between the Employer and its employees within the bargaining unit, with respect to matters dealing with the interpretation or application of the terms of this Agreement only, shall be subject to the grievance procedure.

A grievance is any condition, action or lack of action arising from an alleged misapplication of the terms of this Agreement which the employee believes to be unjust as applied to him/her in this regard. The employee concerned must be the individual who has personally experienced the grievance.

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The parties may mutually agree to extend the time limits of any Step of the Grievance process.

B. **Grievance Steps**.

Step 1. **Informal Discussion**. The employee shall first discuss the grievance with his/her immediate supervisor. Every effort shall be made at this level to resolve the grievance. All grievances not brought to the immediate supervisor in accordance with the preceding sentence shall be invalid and subject to no further processing.

Step 2. Supervisor Level. If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will first discuss with the Union Leadership prior to proceeding and will reduce to writing on the Union grievance form a statement of the grievance providing the following information:

1. The facts upon which the grievance is based (including the date of occurrence).

2. Reference to the specific article(s) and/or section(s) of the Agreement alleged to have been violated.

3. The remedy sought.

The written statement shall be submitted to the immediate supervisor with a copy transmitted to the superintendent or his/her designee. The statement shall be submitted to the immediate supervisor within five (5) working days of the conclusion of Step 1. The immediate supervisor shall have five (5) working days from the receipt of the grievance to hear the grievance and shall within five (5) working days after the hearing submit his/her written statement as to the disposition of the grievance.

Step 3. **Superintendent Level**. If no settlement has been reached in Step 2 within the specified time limits, the employee may, within seven (7) working days, submit the written grievance to the superintendent or his/her designee. The superintendent or designee shall within seven (7) working days after receipt of the grievance, hear the grievance and shall within seven (7) working days thereafter submit in writing the disposition of said grievance.

The Union shall have seven (7) working days from the date of the decision of the superintendent or his/her designee to demand arbitration.

Step 4. **Arbitration**. If no settlement is reached in Step 3, the grievance may be submitted to arbitration and the following regulations and limitations shall apply:

1. Selection of Arbitrator - by agreement. In regard to each case that reaches arbitration, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) days after submission of the written request for arbitration, the provisions of 2. (Selection of Arbitrator -- American Arbitration Association) shall apply to the selection of an arbitrator.

2. Selection of Arbitrator -- American Arbitration Association. In the event an arbitrator is not agreed upon as provided in 1. above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of nine (9) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.

3. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of the Agreement.

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4. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer has discretion by the terms of this Agreement.

5. The arbitrator shall render no decision which would be in violation of a law or enter disputes that are a matter of legal jurisdiction.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

7. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the Employer and the Union. All other costs will be borne by the party incurring them.

8. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (½) of the stenographic costs.

C. **Grievance Requirements**. The Union shall have reasonable opportunity to be present at all grievance meetings. If an employee or the Union fails to submit written grievances to the next grievance step within the time so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level.

ARTICLE VI - WORKING CONDITIONS

Working Hours.

A. The minimum work year and workday shall be established as follows:

Managers - 184 days, 8 hours per day
Assistant Managers - 183 days, 6.75 hours per day

B. By October 1 of each school year, food service employees will receive notification from their supervisor to establish their assignment hours and calendar for the work year. The employee's pay will be annualized based on the assignment hours and calendar for the work year and be paid through August 31.

C. All duties are to be performed in the workday assigned. Work beyond the regular workday may be assigned by the Director of Food Services. Each employee who works at least four (4) consecutive hours per day will receive a fifteen (15) minute rest period. A second rest period of fifteen (15) minutes duration will be provided each employee who works eight (8) or more consecutive hours per day. Assigned shifts longer than five (5) hours shall include a thirty (30) minute unpaid meal period. If the employee is required by the Employer to remain on duty during his/her lunch it shall be on the Employer's time.

D. For purposes of calculating overtime hours a work week will be defined as the period beginning at 12:00 a.m. Monday and ending at 11:59 p.m. the following Sunday. All time employed up to forty (40) hours per week shall be paid at straight time. All time worked beyond forty (40) hours per week shall be paid for at the rate of time and one-half. Employees may, by prior agreement with their supervisor, accrue compensatory time in lieu of paid overtime. Such compensatory time accrual shall not exceed forty (40) hours.

However, no employee shall work overtime unless so ordered by the supervisor in charge.

E. Regular employees, with the exception of hourly employees performing cashiering duties at satellite locations, will be assigned to a minimum of two hours per day.

Call Back. When a regular employee is called back to work, the employee shall be paid a minimum of two (2) hours for each call or actual hours worked, whichever is greater, at the employee's regular rate of pay.

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F. No employee entrusted with the Employer's funds shall be held responsible for loss by robbery or fire or any other circumstances beyond his or her control.

G. Employees are to be notified five (5) working days in advance of the regularly scheduled meetings and must attend these meetings or notify the Food Service Department Office three (3) days in advance. Employees shall be paid for the meeting time beyond their usual shifts.

H. No employee shall be required to operate any unsafe equipment or to work under unsafe conditions which would be either a physical or health hazard.

I. If uniforms are required by the Employer this Agreement shall be reopened for the sole purpose of bargaining in regard to compensation for such requirement.

J. Upon request, a representative of the Employer will discuss and confer with employees in regard to changes in job responsibilities.

K. The Employer shall provide training for employees, as it deems appropriate and/or necessary. The Employer and the employees may identify training needs. The Employer may require, at its expense, employees to attend training it deems necessary for the safe and efficient operation of the Food Service Department.

ARTICLE VII - NONDISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, color, creed, national origin, religion, gender, sexual orientation, age, disability, marital status, or the presence of any physical, mental or sensory handicap, or any other basis prohibited by law or Edmonds School District policy, unless based upon a bona fide occupational qualification; provided, that the prohibition against discrimination because of handicap shall not apply if the handicap prevents the safe or proper performance of an employee's duties.

ARTICLE VIII - ASSIGNMENTS

A. All Food Service Worker positions over 3.5 hours, Manager, and Assistant Manager Job openings shall be posted for transfer within the same classification prior to being posted on a promotional or open basis. Substitute employees may apply at the time a position is posted for transfer, but will only be considered after any regular employee who applies has been considered. Food Service Worker positions of 3.5 hours or less will be posted to both internal and external candidates. After five (5) days, these short hour positions can be filled and assigned at the discretion of the Food Service Director or designee.

B. A job opening in the Manager or Assistant Manager Classification resulting from a transfer shall then be posted on a promotional basis. A job opening in the Food Service Worker classification resulting from a transfer shall then be posted on an open basis.

C. Job openings will be posted at least five (5) working days prior to filling and the Director of Food Services shall make all recommendations. All notices shall be in compliance with the Employer's Affirmative Action Policy.

D. The Employer shall take into consideration seniority rights, but they shall not be the sole consideration for filling job openings. The Employer shall be the sole determinant for all selections.

E. Job openings will be filled using a competitive process based on job-relevant criteria, as established by the Director of Food Services.

F. New employees to the District shall be given a basic worksite orientation within ten (10) work days from the start of employment. The orientation will include an introduction to a Chapter Officer or Leader.

G. Any employee applying for a job opening who is passed over in seniority shall be notified of that fact in writing, together with the reason(s), subject to the receipt of a request from the affected employee.

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H. An employee who has his/her hours reduced as a result of a significant change in operation may, at the discretion of the Director of Food Service, be assigned directly to a vacant position. A change in meal counts does not constitute a significant change in operation.

I. Satellite Kitchen Food Service Workers will work the last day of school for the purpose of performing the procedures necessary for kitchen closure.

ARTICLE IX - LEAVES

A. **Sick Leave**.

1. Sick leave is leave which a regular employee accrues to be used in the event of emergencies or disabilities resulting from an illness, or injury and recovery therefrom which prevent an employee from fulfilling his/her job requirements, or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Sick leave shall be compensated leave and shall be paid only for the period of actual disability. For absences due to disability beyond the accumulated sick leave, salary deduction will be on a per diem basis. No leave days shall be used for non-emergency doctor and dental appointments.

2. Accrual.

   a. A regular employee shall earn one (1) day of sick leave for each calendar month employed. A regular employee shall be entitled to use sick leave days only to the extent they are earned and/or accumulated.

   b. For part-time employees all accumulation or deduction of sick leave shall be on the basis of the employee's scheduled workday/work year. Sick leave for hourly workers shall be earned based on daily hours worked. Sick leave will not accrue or be paid during any period of unapproved absence.

3. For any absence the Employer reserves the right to request a physician's certificate as proof of disability. A physician's certificate will be required for any absence greater than five (5) work days duration or in the event of a pattern of regular absences. For disabilities extending beyond twenty (20) calendar days, the Employer may require an examination of its employee by a physician selected by the Employer.

4. Emergency Leave. One (1) day of emergency leave per year will be available to those employees who request the leave and qualify. This day shall be with pay, is noncumulative, and shall be deducted from accrued sick leave. Qualifications shall comply with:

   a. The problem must have been suddenly precipitated so that preplanning was not possible.

   b. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.

   c. Weather conditions will not be considered a valid reason for an emergency leave.

5. Critical Family Illness. An employee may use up to three (3) days of sick leave per year in the event of critical illness or injury to a member of the employee's immediate family other than children under the age of eighteen (18) with a health condition which requires treatment or supervision. Immediate family consists of spouse or domestic partner, children, grandchildren, parents, grandparents, and siblings of the employee or spouse or domestic partner. Use of leave under this section shall be confined to situations not covered by section A.6., Family Medical Leave [i.e., confined to cases of serious illness of grandparents of spouses or domestic partner, or of siblings of an employee or of an employee's spouse or domestic partner, or of household members not otherwise covered by section A.6].

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6. Family Medical Leave. Pursuant to the provisions of the Family and Medical Leave Act (FMLA), the district shall provide appropriate family and medical leave for eligible employees. The current 12 weeks of guaranteed unpaid leave provided by the FMLA, including Washington State Family Leave Act (FLA), shall be considered to run concurrently with any leave provided in this Agreement that fits the reasons for taking this leave under said law.

B. **Health Leave**. Employees will be retained as regular employees for the period of absence covered by the accrued sick leave and for a period not to exceed one (1) year after the expiration of the accrued sick leave, after which time he/she will return to normal duties or terminate his/her employment with the Employer. The employee must make application for leave. Such application must be in writing to the Board of Directors, through the Superintendent or designee. The application must be accompanied by a written statement from a physician or licensed practitioner stating that a health condition or temporary disability exists which necessitates such leave.

C. **Child Care/Family Leave**. Upon written application to the Superintendent or designee, child care leave without pay may be granted for up to one (1) year to an employee for the care of a newly born or newly adopted child under the age of eighteen (18). If such child care leave is granted, the employee shall notify the Superintendent and his/her supervisor as soon as possible of his/her intention to take child care leave and the planned time for the commencement of that leave.

D. **Leave of Absence**. Upon recommendation of the Superintendent or designee, the Board of Directors may, upon the employees written request, grant a leave of absence for a period not to exceed one (1) year, without pay, to an employee who has completed three (3) or more cumulative years of service with the Employer. The employee must make application for leave. Such application must be in writing to the Board of Directors, through the Superintendent or designee.

E. **Job-Related Injury.** All employees must report immediately an industrial injury to the supervisor.

1. No employee shall return from a job-related injury to an assigned position or assume another position without proper release from the appropriate medical provider.

2. When an employee is eligible for time loss benefits, the employee may use his/her accrued sick leave to supplement the time loss benefits so that both payments combined will equal the employee's regular salary. Any overpayment to the employee shall be repaid to the District by the employee.

3. Where the District determines that light duty work is available, a regular employee who is approved by his/her physician to return to work for the light duty assignment may perform light duty. The employee will receive a reduced wage rate during the regular employee's assignment to a light duty schedule. Such light duty wage rate shall be determined by the District based on the duties the regular employee is approved to perform by his/her physician.

F. **Bereavement Leave**. An employee shall be allowed five (5) days of noncumulative leave per year with full pay, if justified, for the death of each member of the employee's immediate family.

1. Immediate family shall include spouse or domestic partner, parents, grandparents, children, grandchildren, and siblings of the employee or spouse or domestic partner.

2. One (1) day of leave with full pay shall be allowed an employee for death of other relatives, provided the employee attends the funeral or memorial service of such relative.

3. Time taken beyond that allowed for bereavement purposes will have salary deducted.

G. **Jury Duty Leave**. Leaves of absence are allowed for jury duty. Such leave shall be with pay for jury duty performed on scheduled workdays with the jury duty fee returned to the Employer. Only those days served, as

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verified by the court, shall be considered for compensation. The employee, upon receipt of jury duty summons, shall inform his/her supervisor concerning the jury duty dates.

H. **Military Training/Duty Leave**. Up to twenty-one (21) annual paid days of military training/duty leave will be granted when an employee who is a member of the National Guard or any Reserve Branch of the Armed Forces of the United States is ordered to active duty. This military leave will be granted without loss of pay or other benefit. Military leave will not be granted when the employee has choices of time for training and one of the times is not in conflict with his/her normal workdays.

Employees must be granted a military leave of absence without pay for service in the uniformed services of the United States or the state, and to reinstatement as provided in chapter 73.16 RCW, and WAC 357-31-370.

No adjustments are made to the seniority date, anniversary date, unbroken service date, vacation leave accrual rate, or periodic increment date while an employee is on paid military leave or a military leave of absence without pay or any combination thereof.

An employee whose spouse is being called into active duty will receive up to fifteen (15) days of unpaid leave in accordance with the Washington State Family Military Leave Act,

I. **Domestic Violence - Victims Employment Leave**

Employees will be granted domestic violence victims - employment leave in accordance with the Domestic Violence Victims - Employment Act that became a new chapter in Title 49 RCW effective April 1, 2008.

J. **Other Discretionary Leave.** An absence of short duration, not to exceed five (5) days, for reasons other than those specified in this Agreement may be granted, without pay, at the discretion of the Food Service Director or designee.

K. **Administrative Leave**. If the Employer determines that it is in the best interest of the District, its employees and/or students to remove an employee from the workplace during an investigation, the employee shall be placed on administrative leave without loss of pay and benefits.

L. **Attendance Incentive Program - Annual Conversion**. Provided that RCW 28A.400.210 is valid and in effect, any employee who at the end of the calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, regular daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Employer payroll officer during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.

The goal of this program is to reduce absenteeism. Accordingly, continuation of this provision shall be subject to evidence that the program is cost effective.

M. **Attendance Incentive Program - Separation from District Employment**. Provided that RCW 28A.400.210 is valid and in effect, any employee who separates from employment and who is an "eligible employee" as defined by RCW 28A.400.210(2) during or at the conclusion of a school year may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of one (1) day's current compensation of the employee for each four (4) full days of accrued sick leave. No more than one hundred eighty (180) accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable regulations.

The goal of this program is to reduce absenteeism. Accordingly, continuation of this provision shall be subject to evidence that the program is cost effective.

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N. **Notice**.

1. When an employee must be absent due to a disability arising from an unexpected illness or injury, the employee must notify the supervisor as soon as possible. Failure to do so may result in loss of pay and benefits.

2. In cases of planned absences, such as those resulting from a scheduled surgery or childbirth, the employee must notify the supervisor as far in advance as possible. In cases of planned absences of five (5) workdays or longer, physician's certificate giving the approximate dates the absence will begin and end is required. While the employee is still working, the Employer may require the employee to provide a certificate from the employee's physician indicating that the employee is physically capable of performing the normal assigned tasks.

3. To remain in good standing during a period of extended illness, the employee will be required to inform the supervisor on a regular basis (bi-weekly) of the status of his/her condition with a written report from the attending physician.

4. An employee who is absent from work on a temporary disability leave for two (2) calendar weeks or less may return by notifying the supervisor of the intention to return to work by 2:30 p.m. on the day before returning from any absence. Failure to do so shall result in a delay of one (1) day in the employee's return to work.

5. An employee who is absent from work on a temporary disability leave for more than two (2) weeks, but less than thirty-one (31) calendar days, may return by notifying the supervisor of the intention to return to work one (1) full workday prior to returning from any absence. The Employer may, at its discretion, request the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee's duties. The Employer may, at its discretion, require a second written medical opinion from a physician, mutually agreed upon by the Employee and the Employer, certifying the fitness of the employee to fulfill the employee's normal duties. Such statements shall be submitted upon return to work.

6. An employee who is absent from work on a temporary disability leave for more than thirty (30) calendar days may return after giving the Employer seven (7) calendar days prior notice of the desire to return to work. The Employer may, at its discretion, require the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee's duties. The Employer may, at its discretion, require a second written medical opinion from a physician, mutually agreed upon by the employee and the Employer, certifying the fitness of the employee to fulfill the employee's normal duties. Such statements shall be submitted upon return to work.

7. An employee who desires to return to work from a leave of absence or child care leave shall make written application to the Board of Directors through the Superintendent or designee for reinstatement. Such application should be made as soon as the requested date of return is known, but in any event, no later than twenty-one (21) calendar days prior to the expiration of such leave or the requested date of return to work, whichever is earlier. In the case of leave because of ill health or temporary disability, the application for reinstatement must be accompanied by a written statement from a licensed physician stating that the employee is able to perform his/her normally assigned duties.

   In the event an employee who has been granted a leave of absence does not make application to return to work at least twenty-one (21) calendar days prior to the expiration of such leave, the employee shall forfeit all rights to reinstatement of employment with the Employer.

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In the event an employee who has been granted a leave of absence or a child care leave submits an application to return to work prior to the scheduled termination of such leave, the Employer shall have total discretion in regard to reinstatement prior to the scheduled date of reinstatement.

8. An employee returning to work from a leave will be assigned to the position occupied before the leave of absence or child care leave or to a position of similar status, hours and compensation. An employee hired to fill a position held by an employee on leave will be subject to all rights and duties contained in this Agreement.

9. An employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence or child care leave. However, vacation credits, sick leave, seniority, and other benefits shall not accrue while the employee is on leave of absence or child care leave.

O. **Personal Leave**. Employees, upon request, may be granted noncumulative personal leave with pay in order to attend to personal business which cannot be performed reasonably outside the working day according to the following:

Zero (0) through four (4) years continuous service.....One (1) day
Five (5) or more years.....Two (2) days

As an employee incentive to reduce the use of personal leave, each employee who did not use one or both personal leave days during the employee's work year, will receive compensation equal to their regular rate of pay for the unused personal leave day(s).

P. **Vacation**. Effective September 1, 2023 pay in lieu of vacation will be moved into the salary schedule hourly rate in the form of longevity.

Q. An employee hired into a regular position after January 25 of any school year shall not receive personal leave longevity credit for that school year.

R. **Holidays**. Employees will be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

Effective September 1 2023, Christmas Eve Day and New Year's Eve Day are removed as paid holidays and the value of those days have been added to the hourly rate on the salary schedule. When a holiday falls on Saturday or Sunday, the day previous or following (Friday or Monday) will be considered a holiday only if school is not in session. Should school be in session, another day during the year may be designated or time added to vacation time, at time and one-half rate. Only regular employees shall be eligible for holiday pay.

Employees who are required to work on the above-listed holidays shall receive the pay due them for the holiday, plus the overtime rate for all hours worked on such holidays.

S. **Leave Sharing**. Leave Sharing will be available consistent with Board policy and state law.

T. Health insurance and other insurance benefits provided through the District shall remain in force for the initial twelve (12) weeks of qualifying health leave, family leave and child care leave, inclusive of any compensated leave, provided the District may recover the cost of insurance premiums if the employee fails to return from such leave. For the remainder of the period of uncompensated leave, health insurance and other insurance benefits provided through the District may remain in force throughout the leave period, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment due date, provided such continuation of benefits is allowed by the insurance carrier.

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ARTICLE X - EMPLOYEE EVALUATION (Annual)

It is the goal of the District and the Union to make annual evaluations as meaningful as possible to every employee.

Supervisors shall be responsible for performing evaluations on bargaining unit employees and shall conduct the evaluations in the following manner:

- The evaluator may solicit input on the employee's work performance. Input of a subjective nature shall be discarded.
- On the employee's Union date, or as near as can be reasonably scheduled, an evaluation conference shall be held with the employee and the evaluator in attendance. The evaluator shall review the evaluation document, discuss the input provided and discuss professional development or other goals for the next evaluation period.
- If the evaluation conference is not held within a reasonable period of time of the employee's Union date and a situation arises where performance is a factor for consideration, the affected employee will be presumed to have received a satisfactory rating.

Negative information may only be reflected in the evaluation of an employee if prior counseling or discipline has taken place.

Following the evaluation conference, if so requested by the employee, a second conference concerning the employee's evaluation will be held. The employee may bring Union representation to the second conference, which shall be conducted by the Human Resources Division whose written decision shall be shared with the parties and shall be final.

If an evaluator determines that an employee's performance needs improvement, the evaluator, in consultation with Human Resources, will develop and present an improvement plan to such employee, provided that this Article shall not be construed in any way as prohibiting the District from dismissing an employee whose performance is determined to be unsatisfactory. Prior to being placed on a performance improvement plan, an employee will have been notified of the performance deficiencies and will have the opportunity to correct those deficiencies.

An unsatisfactory evaluation that is more than two (2) years old shall not prevent an employee from being considered by the Employer for a promotion, provided that such employee has followed prescribed procedures in applying for such position.

If the evaluation procedure results in the employee being terminated from employment, dismissed, or suspended without pay, then such termination, dismissal, or suspension may be appealed via the grievance procedure contained in this Agreement.

ARTICLE XI - TERMINATION AND LAYOFF PROVISIONS

Ten (10) working days notice shall be required of the Employer in cases of lay off and termination due to routine performance deficiencies. The Employer may pay ten (10) working days in lieu of notice. The Employer is not obliged to give such notice in any case where the employee is discharged for just cause.

Ten (10) working days written notice shall be required of the employee upon resignation. The employee shall forfeit any accrued vacation pay, in lieu of such notice.

A. **Layoff Provisions**. In the event that the Employer resorts to staff reduction the following guidelines will be observed in selecting the personnel to be released from employment.

The number of employees to be cut from employment will be determined by the Employer.

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Before layoff, Employer representatives will meet with Union representatives to receive input and to discuss the mechanics of the layoff procedure.

B. **Termination – Layoff**.

1. Staff reduction will be determined by seniority (layoffs beginning with the employee with the least seniority) within each classification.

2. Seniority will be defined as total years experience as an employee. Placement on the salary schedule will not be used by reason of outside experience credit allowed for salary purposes.

3. When a choice must be made between two or more employees with equivalent experience credit, the selection will be made on qualifications and when qualifications are equal, the selection will be made by lot. Lot selections will be by both parties - the Union representative and management representative.

4. Employees will be notified of their layoff in writing no less than thirty (30) calendar days prior to date of layoff.

C. **Bumping Under Layoff**.

1. Those employees who do not have an assigned position by reason of job elimination through departmental reductions may use seniority for purposes of bumping with the following limitations:

   a. If an employee chooses to exercise his/her bumping rights, he/she shall bump the least senior employee within the job classification currently held.

   b. No one shall be permitted to bump into a higher classification than currently held.

   c. When an employee has been bumped from his or her current classification, he or she may, by reason of past experience, bump into a job classification formerly held, provided experience in that position is greater than the employee with the least seniority in that classification.

   d. Only years of experience in a job classification may be used for purposes of bumping.

   e. Any employee who is displaced by reason of bumping and unable to qualify to a former position, will be placed in a "pool" to later fill vacancies as they occur.

   f. Employees reassigned by reasons given above shall retain all Employer experience credit for salary purposes in whatever assignment he/she is assigned.

   g. Any employee working in an assignment classification lower than that formerly held may have first opportunity to apply and be considered for vacancies as they occur from time to time.

   h. Employees will receive the salary applicable to the job classification that he/she is employed in.

   i. Any employee refusing an available assignment will not be granted re-employment rights under this Agreement "Rehire Policy."

D. **Employees Rehired From Layoff**.

1. Employees released from Employer employment will retain their seniority rights for a period of one (1) year.

2. Re-employment to job openings will be based on seniority and qualifications.

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3. Upon release, the employee shall make application for rehire and shall quarterly notify the hiring supervisor in writing of continued interest.

4. An employee refusing a position offered or failing to respond to notice of job opening forfeits his or her re-employment by right of seniority.

5. Re-employment rights by seniority, qualifications, and accrued benefits will end one (1) year from the date of layoff.

ARTICLE XII - INSURANCE

Employees will receive health benefits as provided for by the School Employee Benefits Board (SEBB) program and state law, with funding, employee contributions, and administration terms and conditions as determined by the program or state law.

ARTICLE XIII – FOOD SERVICE SALARY SCHEDULE

September 1, 2023 through August 31, 2024

	Years 0-3	Years 4-7	Years 8-13	Years 14 -16	Years 17+
Managers	$33.06	$33.57	$34.08	$34.77	$34.93
Assistant Managers	$26.38	$26.79	$27.20	$27.75	$27.88
Food Service Workers	$22.77	$23.13	$23.48	$23.95	$24.07
Substitutes	$18.00				

A. **Salaries**. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Article XIII.

Should the State Legislature authorize an inflationary adjustment for the duration of the contract, the wages contained in Article XIII shall be increased by that same inflationary adjustment effective September 1 of the respective year.

Between January 1 and March 31 of each contract year, the District and Union will ascertain the average of the annual value of the wages, vacation, holidays, and personal days based on an eight (8) hour per day employee with six (6) years longevity using the comparison districts Bellevue, Everett, Highline, Marysville, Mukilteo, Northshore, Renton, Auburn, Issaquah, and Kent. If wages for the Regular Rate, Lane 0, Food Service Worker classification is below the average wage, then the salaries for classifications contained in Article XIII will be adjusted effective September 1.

Effective September 1, 2026, the District will increase each longevity cell in the salary schedule by $0.20.

B. **Educational Improvement Credits**. Educational improvement credits submitted and approved by the first of any month will take effect in that month. Only ten (10) credits will be allowed for compensation credit in one (1) year. Credits beyond ten (10) in the previous 12 months can be rolled into the next year. Employees will receive a $0.15 per hour increase for every 5 credits earned up to 20 credits to a maximum of $0.60 per hour.

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Employees who earn 30 to 50 credits will receive $1.05 per hour increase to the base hourly rate. Employees who earn 60 to 90 credits will receive $2.10 per hour increase to the base hourly rate. Employees who earn 100 credits will receive $2.50 per hour increase to the base hourly rate. Education credit will be allowed for the following:

1. District provided paid in-service and training.
2. Food Service approved on-line and remote training.
3. State and national conferences, university, and workshops.
4. In-service training, approved college courses and adult education.

C. **Certification**.

1. All employees who complete the required curriculum and have received certification from the School Nutrition Association shall receive a stipend in the amount of $260.00 per year, provided they maintain the certification and complete 6 clock hour credits each and every school year towards certification.

2. Documentation of certification submitted to the Employer by the 1st of the month will take effect in that month.

3. All employees assigned to the classifications of Manager and Assistant Manager shall be certified and shall maintain their membership and certification with the School Nutrition Association.

4. If an employee does not annually complete the 6 clock hour credits for certification, he/she shall no longer receive the stipend. The stipend shall be reinstated prospectively when the employee has made up the deficient credits from the previous year, and completed the current year credits. Employees who have received certification and are on unpaid leave of absence shall not be eligible to receive the stipend.

D. **Special Conditions**.

1. An employee who is promoted shall be placed on the first lane of the new classification that provides a wage increase.

2. New employees in Food Service shall remain in a probationary status for a period of not more than ninety (90) work days. During the probationary period, the retention of the individual shall be solely and entirely within the discretion of the Employer and is not subject to grievance.

3. Hours of work in central kitchens shall be assigned by the kitchen manager in consultation with the Director of Food Service or designee. Hours of work in satellite kitchens shall be assigned by the Director of Food Service or designee.

4. The criteria used to assign hours to Food Service Workers working in central kitchens will be based on operational needs and seniority. The criteria used to assign hours to Food Service Workers and Cashiers working in satellite kitchens will be based on operational needs.

5. Employees relieving kitchen managers or assistant managers shall, after two (2) consecutive days for each occurrence of such service, receive the beginning rate of pay for that classification.

E. **Clothing Provision**

1. Safety Shoe Reimbursement
   - Effective September 1, 2023, each employee can submit a receipt for reimbursement up to eighty five (85) dollars annually for the purchase of closed toe/closed heel slip resistant shoes to be worn in the kitchen while working.

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- Effective September 1, 2025, each employee can submit a receipt for reimbursement up to one hundred (100) dollars annually for the purchase of closed toe/closed heel slip resistant shoes to be worn in the kitchen while working.

- Effective September 1, 2027, each employee can submit a receipt for reimbursement up to one hundred 15 (115) dollars annually for the purchase of closed toe/closed heel slip resistant shoes to be worn in the kitchen while working.

2. Clothing
   - In recognition of the expense incurred due to work-related clothing damage, effective September 1, 2024 each employee shall receive as wages subject to withholding forty dollars ($40).

   - Effective September 1, 2026, each employee shall receive as wages subject to withholding fifty ($50) as recognition of the expense incurred due to work-related clothing damage.

   - Effective September 1, 2027, each employee shall receive as wages subject to withholding sixty ($60) as recognition of the expense incurred due to work related clothing damage.

   - New employees hired after September 1, but before February 1 of a given year will receive a pro-rata portion of the replacement clothing replacement wages for that school year. New employees hired after February 1 will not receive any portion of the clothing replacement compensation for that school year.

F. An assistant manager who is temporarily assigned to replace a manager shall be paid for eight (8) hours, provided such time is actually worked. A Food Service Worker assigned to replace an assistant manager shall be paid for six and three-quarter (6 3/4) hours, provided such time is actually worked.

G. **Professional Improvement**. Annually, a fund of $5,500 shall be made available for the purpose of employee development and training. A committee of District and employee representatives shall administer the fund. The committee shall establish guidelines and timelines for the use of the fund. Up to $3,000 shall be used for employees to attend School Nutrition Association state and national conferences. The remainder of the fund may be accessed for classes and workshops offered by the National and Washington State Associations or other classes approved by the committee.

ARTICLE XIV - SAVINGS CLAUSE

It is the intent and belief of both parties that this Agreement is lawful and in compliance with all applicable provisions of state and federal law. Should any provision of this Agreement be held to be contrary to law, such provision or application shall be effective only to the extent permitted by law and the remainder of the Agreement shall continue in full force and effect. If any provision is declared or determined to be contrary to law by a court of competent jurisdiction, the parties shall mutually agree to renegotiate said provision as soon thereafter as reasonably possible and such negotiations shall be confined to the one issue declared or determined to be contrary to law.

ARTICLE XV - STANDARDS

A. **Subcontracting**. No regular employees' normally assigned hours of work will be reduced as a result of the District's subcontracting practices.

B. **Labor Management Committee**. A joint Labor Management Committee shall be established. The Committee shall consist of representatives from the Employer and the Union. The Union may select up to six (6) representatives, and the Employer may identify up to six (6) non-bargaining unit representatives. The purpose of the Committee shall be to meet and discuss topics of mutual interest regarding contractual items. These meetings will be outside the employee's regularly scheduled work day.

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ARTICLE XVI - LENGTH OF AGREEMENT

Length of Agreement. This Agreement, when adopted by the Board of Directors, Edmonds School District No. 15, shall become effective September 1, 2023, and will remain in force through August 31, 2028.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

The parties recognize that the District's funding sources and financial resources can erode over time. That in turn can call for District consideration of operational changes and/or financial adjustments. Accordingly, the parties agree that, in the event of financial distress that may warrant modification of the Agreement, they will upon request enter into good faith negotiations over the impact of the financial distress, with a view to potential modification of the Agreement.

Except to the extent violative of the law, the parties agree that all terms and conditions of this Agreement shall expire as contractual commitments at the Agreement's stated expiration date notwithstanding the provisions of any law which may hereafter be enacted.

It is understood that this Agreement represents the total of negotiations and agreements for the life of this Agreement and both parties agree that no subsequent negotiations shall take place during the life of this Agreement, unless mutually agreed upon by both parties.

EDMONDS SCHOOL DISTRICT NO. 15

By: DocuSigned by: Mark Roschy A5D25ABA8654454...
Mark Roschy, HR Director - Classified

Date: 8/1/2023

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

By: DocuSigned by: Grant Engle 8F48AA8C1DB1452...
Grant Engle, Organizer Representative

Date: 8/1/2023