

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**YAKIMA SCHOOL DISTRICT #7**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
YAKIMA FOOD SERVICE**

SEPTEMBER 1, 2021 - AUGUST 31, 2024



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## DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest in District Number 7.

## P R E A M B L E

This Agreement is made and entered into between Yakima School District Number 7 (hereinafter "District" or "Employer") and the Yakima Food Service Local Chapter of the Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association"), an affiliate of the Public School Employees of Washington State Organization.

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

## A R T I C L E   I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2., and the Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2.**

The bargaining unit to which this Agreement is applicable is as follows: All regular and temporary employees who perform the following services: Cook Manager, Finishing Kitchen Cook, Central



Kitchen Cook, and Cook. Central Kitchen Cooks currently employed as of August 27, 2018, will be grandfathered at their current salary level until they voluntarily move to another position or leave the District.

**Section 1.3.**

Nothing contained herein shall be construed to include in the bargaining unit any person considered excluded pursuant to RCW 41.56.030(11).

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with 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 take other disciplinary action against employees, and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which 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 relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

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

**Section 3.2.**

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



1  
2 **Section 3.3.**

3 Employees of the unit subject to this Agreement have the right to have Association Representatives or  
4 other persons present at discussions between themselves and supervisors or other representatives of the  
5 District as hereinafter provided.  
6

7 **Section 3.4.**

8 Employees shall have the right to review material in their personnel files maintained in the employer's  
9 Human Resources Department during regular business hours. The employee may have a representative  
10 of the Union accompany them if so desired. Upon request, copies of documents in the personnel file  
11 shall be provided by the employer. There shall be only one (1) official personnel file for each  
12 employee. Employees shall be notified prior to any derogatory material being placed in their personnel  
13 file. All derogatory material contained in the file shall be removed, upon request, two (2) years after its  
14 placement in the file.  
15

16 **Section 3.5.**

17 Probationary employees will receive a performance evaluation at the end of their probationary period.  
18 Regular employees will receive a performance evaluation if management deems their performance to  
19 be unsatisfactory. Such regular employees, if employment is continued, will receive an evaluation the  
20 subsequent school year. Notice of progressive discipline for specific instances of misconduct shall be  
21 provided separately from the performance evaluation. Nothing herein prohibits noting performance  
22 deficiencies in an evaluation that are related to the same behaviors giving rise to discipline.  
23

24 **Section 3.6.**

25 An employee who disagrees with statements in an evaluation may attach a rebuttal to that evaluation  
26 for their personnel file.  
27

28 **Section 3.7.**

29 The procedures on banking, laundry, and specialty diets shall be posted on each Kitchen Bulletin  
30 Board and added to the Food and Nutrition Operation Manual.  
31

32 **Section 3.8.**

33 Employees shall have the right to a safe work environment. The District will take steps, as required by  
34 law, to provide a safe working environment. Employees should report any suspected unsafe working  
35 situations to their supervisors. The District shall provide training on hazardous or dangerous material  
36 as required by law.  
37

38 **Section 3.9.**

39 In the event of an outbreak, the District may request proof of immunizations from its employees of that  
40 specified illness. Once immunization record have been provided to the District, such records shall be  
41 maintained in the employee's personnel file. No specific vaccine shall be required as a condition of  
42 employment unless ordered by the Washington State Department of Health or any other legal  
43 authority. Employees without required vaccinations may only be excluded from the work site if so,  
44 ordered by the Washington State Department of Health or any other legal authority.  
45  
46  
47  
48

ARTICLE IV  
RIGHTS OF THE ASSOCIATION

**Section 4.1.**

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its view to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

**Section 4.2.**

The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of Articles XV and XXIV. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

**Section 4.3.**

The Association shall designate to the District who the Association representative(s) are. The district shall notify each month's new hire(s) to attend the Association's new employee orientation at the location where the Association's representative is assigned to work. The District and Association shall designate one (1) day a month when all new hires shall be notified to attend the Association's new employee orientation. Should a new hire from the previous month be unable to attend due to personal reasons, they shall attend the following month. Nothing in this section negates the Association from contacting members outside of the orientation.

The Association representative and the newly hired employee(s) shall be on the clock while performing the thirty (30) minute Association new employee orientation. If the newly hired employee is coming from a shift at a different building, the time to and from, along with mileage (consistent with the CBA) shall be paid. If the newly hired employee begins in their shift at orientation, then only the time traveled from the designated orientation location back to the employee's place of work, along with time, shall be time paid. The employee shall drive directly to the worksite without delay.

**Section 4.3.1.**

The Employer will provide PSE electronic notification of the name, address, phone number, job title, work location and work email address of all newly hired bargaining unit employees.

**Section 4.4.**

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

**Section 4.5.**

The District will provide the Association with an updated seniority list on or before October 1 and January 1 of each year.

**Section 4.6.**

The Association shall have access to a bulletin board in each school.



1 **Section 4.7.**

2 The Association shall be entitled to use, when available, the following District equipment for  
3 Association business: copiers, email, computers and may utilize District mail service for  
4 communication purposes. The Association shall pay the cost of any consumable materials.  
5

6 **Section 4.8.**

7 The President will receive a copy of the board letter each month with new names listed. At the time of  
8 hire, the District will inform the new hire of the terms and conditions of Article XXII.  
9

10 **Section 4.9.**

11 Association business shall occur outside of work hours. The Association shall have the right to use  
12 District buildings for meetings, to transact Association business, provided said meetings do not  
13 interfere with ordinary school operations. Nothing herein shall prohibit the District and Association  
14 representatives from conferring during working hours on grievances, investigations, or other matters  
15 related to the District-Association relationship, without loss of time or pay to the employee(s)  
16 involved.  
17

18 **Section 4.10.**

19 The President or designee(s) shall be released without loss of pay in conjunction with those local  
20 Association duties which cannot be done outside of the normal working hours up to a total of ten (10)  
21 days per year. The release time is to be arranged by the Association President with the Food Service  
22 Manager and/or her designee and the Certificated Placement Coordinator. The Association President  
23 shall be responsible for obtaining prior approval from PSE state organization. Approval shall be  
24 subject to availability of substitutes, and the Association will reimburse the cost of any substitute used.  
25

26 **Section 4.10.1.**

27 A member of this bargaining unit who serves PSE at the state level may be released without  
28 loss of pay, for ten (10) total days per school year, in order to serve the PSE state organization.  
29

30 **Section 4.10.2.**

31 For those members who serve as President and/or represent PSE at the state level, shall notify  
32 the district no less than two (2) weeks prior to the day of the requested leave by email. The  
33 district representatives shall check for substitute availability and assign a substitute to cover the  
34 representative's proposed leave. The employee shall receive a confirmation of the district's  
35 ability to cover the shift no later than one (1) week prior to the proposed leave day. Failure to  
36 respond to the employee with a minimum of one (1) weeks' notice of the proposed meeting  
37 shall guarantee the employee the day off.  
38

- 39
- i.e., A representative notifies the District of a meeting on Friday May 14, 2022. The  
40 email must be received by the Food Service Manager/designee and the Certificated  
41 Placement Coordinator by midnight April 30, 2022. The Food Service  
42 Manager/designee shall respond to the representative no later than midnight March 7,  
43 2022, of the ability to cover/not cover said shift. If the Food Service Manager/designee  
44 does not respond by midnight on March 7, 2022, the representative shall be allowed the  
45 day off. When the district is unable to cover the shift, the employee shall be denied the  
46 leave.  
47  
48



## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed that matters appropriate for consultation and negotiation between the District and the Association are any mandatory subjects of bargaining, not covered by this agreement affecting wages, hours, and working conditions of employees in the unit.

#### **Section 5.2.**

This Agreement does not alter any legal obligation to negotiate mandatory subjects of bargaining as required by RCW 41.56 concerning wages, hours, and working conditions not covered by this Agreement.

#### **Section 5.3.**

The District agrees to provide a notice and opportunity to bargain to the Union prior to adopting any change that would affect wages, hours, and working conditions not established by the terms of this Agreement. This notice and opportunity to bargain shall not impede the right of the District to implement decisions regarding permissive or non-mandatory subjects of bargaining, while at the same time continuing to bargain with the Association regarding any affects those changes may have.

#### **Section 5.4.**

The Association shall have the right to meet and confer with the District on a monthly basis to discuss Association issues, contract provisions or items as determined by the parties.

#### **Section 5.5.**

Meetings between the District and the Association shall take place during working hours. This Section shall not apply to negotiations.

#### **Section 5.6.**

Employees must notify Food Service Department prior to leaving their work site except for regularly scheduled breaks. Food Service Management reserves the right to direct District related travel.

## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1. Labor Management.**

The parties agree to continue the practice of informal problem solving through a Labor Management Committee (LMC) in the spirit of cooperation and compromise. Regularly scheduled meetings between the association President and/or designee and the Superintendent and/or designee will be held upon mutually agreed times. Such time shall be outside the employee's regular workday and the District shall compensate up to two (2) employees for such time up to one (1) hour per LMC.

## ARTICLE VII

### HOURS OF WORK

#### **Section 7.1.**

Each employee will be assigned to a definite and regular work shift and workweek with designated times of beginning and ending, which shall not be changed without prior notice to the employee of at least five (5) days; provided, however, this notice may be waived by the employee.

#### **Section 7.1.1.**

The annual work calendar shall consist of one hundred and eighty-three (183) workdays. One hundred and eighty (180) of those workdays shall be consistent with the student calendar. The remaining three (3) workdays shall be the first two (2) business days prior to the first student day on the student calendar applicable to the building. The equivalent of one (1) full day of the two (2) days prior to the first student day shall be reserved for employees to work in their kitchens getting areas clean and prepared for the start of school. The remaining day (3rd) shall be either at the beginning of the school year, or the end of the school year. The scheduling of the 3rd day shall be between the Kitchen Managers and the Food Service Supervisor.

#### **Section 7.2.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday.

#### **Section 7.2.1.**

Employees assigned a work shift of five (5) or more consecutive hours shall be provided a one-half (½) hour meal period. Said meal period shall be included in the employee's normal work shift and paid for by the Employer. The employee is required to remain on duty, on the premises, and at the prescribed work site in the interest of the Employer.

#### **Section 7.2.2.**

Employees shall be allowed a rest period of up to fifteen (15) minutes for each four (4) hours worked. Due to the nature of the work, employees may take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked.

#### **Section 7.3.**

Employees required to work through their regular lunch period will be given time to eat at a time agreed upon by the employee and Food Service Management.

#### **Section 7.4.**

Employees shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.

#### **Section 7.5.**

In the event of an unusual school closure due to inclement weather, plant inoperation or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a



closure; provided, however, no employee shall be entitled to any such compensation in the event the employee has been actually notified by the District of the closure prior to leaving home for work.

**Section 7.5.1. Inclement Weather.**

In the event schools are closed due to inclement weather, ice, snow, or other emergencies, employees shall not be required to work. If make-up days are held employees are expected to work those make-up days. In the event make-up days are not scheduled, employees shall suffer no loss of pay or benefits.

**Section 7.6.**

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation of the higher classification based on the title of the position and the years of service of the employee being asked to work the shift based upon Schedule A.

**Section 7.7.**

The District shall provide each employee with a daily lunch at no cost to the employee.

**Section 7.8.**

Food Service employees, who work during summer school, will be paid at the negotiated rate of pay as shown on Schedule A for the position they are hired for during the summer programs. (Example: Kitchen Managers, who take an "Assistant Cook" position during the summer programs, shall receive the Cook rate of pay.) The District will communicate the status of summer school to PSE once the decision has been made.

Employees hired to work in a higher-level position for the summer (i.e. cook to Kitchen Manager) will be placed at the first step that results in an increase in pay. Employees in the summer who work in a lower-level position (i.e. Kitchen Manager to Cook) will be placed on the lower-level position but at the same pay step as the employee currently occupies as per Schedule A.

## ARTICLE VIII

### OVERTIME

**Section 8.1.**

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, an employee designated to work overtime on days outside the workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

**Section 8.2.**

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's base pay. All overtime or extension of shifts must be authorized in advance by the Food Service Management.



**Section 8.3.**

All hours worked on Saturday shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

**Section 8.4.**

All hours worked on Sunday shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

**Section 8.5.**

Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive day shall receive no less than two (2) hours pay at the appropriate rate and pay for all succeeding hours worked.

**Section 8.6.**

An employee's status in the District shall not be jeopardized for refusing overtime employment. Overtime shall be offered by seniority within the building.

**Section 8.7.**

All hours worked for special events outside the normal workday, during the student year, shall be compensated at one and one-half (1½) times the employee's base pay. For summer work 8.2., 8.3. and 8.4. shall apply. The Kitchen Manager will have the first right of refusal from the location of where the event is taking place, or any other employee from that kitchen should the Kitchen Manager choose not to work the event. All additional help needed will be posted by District wide seniority.

**Section 8.8. Involuntary Transfers.**

If the District involuntarily transfers or reassigns an employee, it will first provide an opportunity for a meeting between the employee involved, Human Resources, the District Supervisor(s), and a Representative of the Association. The District will provide information as to why they believe the transfer is necessary, and how they believe the transfer will benefit the employee being transferred and/or the program. The district shall engage in a discussion with the employee informing the employee of the reason the transfer is taking place. The district shall take into consideration circumstances which may impact the employee, such as the employee having a child in the school the employee is currently working in or other extenuating circumstance.

Except in the case of a reduction in force or demotion, employees who are involuntarily transferred shall retain their same hours of work, hourly rate, and benefits as they had in the prior position. Should the employee later request a voluntary transfer or bid on a new position with a different title and the employee is awarded the position; this section no longer applies.

**Section 8.9.**

Employees shall be paid on the same pay step when going from one (1) position to another.

## ARTICLE IX

### HOLIDAYS

#### **Section 9.1.**

All employees shall receive the following paid holidays:

- |                              |  |
|------------------------------|--|
| 1. New Year's Day            | 7. Veterans' Day   |
| 2. Martin Luther King Jr Day | 8. Thanksgiving Day                                      |
| 3. Presidents' Day           | 9. Day after Thanksgiving (Native American Heritage Day) |
| 4. Memorial Day              | 10. Day before Christmas                                 |
| 5. Labor Day                 | 11. Christmas Day  |
| 6. Juneteenth (June 19th)    | 12. Day after Christmas                                  |

#### **Section 9.1.1.**

Holidays that fall on a Saturday shall be observed on a Friday, holidays that fall on a Sunday shall be observed on a Monday.

#### **Section 9.2.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the employee's absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

#### **Section 9.3. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) their base rate for all hours worked on such holidays when working for any group outside the School District.

## ARTICLE X

### SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, LEAVE OF ABSENCE

#### **Section 10.1. Sick Leave.**

Each employee shall be granted twelve (12) days sick leave per year. Sick leave shall be vested when earned and may be accumulated up to one hundred eighty (180) days for cash out purposes, and up to the employee's contracted work year for illness. The District shall project the number of annual days of sick leave at the beginning of the school year, and the employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and accumulated benefits will be expended on an hourly rather than daily basis.



1 **Section 10.1.1. Sick Leave Usage.**

2 An Employee who is unable to report for work for any reason must notify the Cook Manager  
3 and report the absence through the Automated Attendance Reporting System as soon as  
4 possible but in no case later than the start of the shift so that a substitute can be scheduled if  
5 necessary. An employee who is absent in excess of five (5) consecutive workdays or more may  
6 be required to have the absence verified by a written statement from a physician. Sick leave  
7 may be taken to care for an employee's sick family member (child who the employee is serving  
8 as loco parentis, child, spouse, parent, parent-in-law, grandparents, and any others as per state  
9 law).

10  
11 **Section 10.1.2.**

12 Accumulated leaves shall be available to each employee September 1 through August 31 of  
13 each year. Leaves may be used when an employee is working in an active program.

14  
15 **Section 10.1.3. Sick Leave Cash Out.**

16 As long as the Attendance Incentive Program (sick leave cash out) is effective and law, the  
17 provisions of that law, the rules and regulations, shall be extended to the employees covered by  
18 this labor agreement, and further, the provisions of that law shall become part of this  
19 Agreement by this reference.

20  
21 **Section 10.2.**

22 A physician's certificate of illness or injury is required for approval of sick leave after five (5)  
23 consecutive workday's absence. The District may also require, at any time, a written statement from a  
24 regularly licensed physician, which verifies the absence.

25  
26 **Section 10.3. Donation/Receipt of Sick Leave.**

27 **A. Donation of Sick Leave**

- 28 1. An employee with more than sixty (60) days of accumulated sick leave may request to donate a  
29 specified amount of sick leave for use by another eligible employee authorized to receive such  
30 sick leave benefits. The employee donating the leave must have an accrued sick leave balance  
31 of more than sixty (60) days in order to donate sick leave to another employee. So long as the  
32 employee has sixty (60) days of accrued sick leave, the employee may donate up to sixty (60)  
33 days during any twelve (12) month period. Sick leave shall be donated and received in hourly  
34 increments. An employee may not donate sick leave days that would result in a reduction of the  
35 employee's balance below sixty (60) days. Only sick leave may be donated pursuant to this  
36 Section.
- 37
- 38 2. Donated sick leave shall not be refunded or returned to the donating employee at any time.
- 39
- 40 3. Donated sick leave shall be listed by the donating employee. Employees may opt to donate  
41 directly to a specific employee and may designate as such to the District. An employee desiring  
42 to donate leave shall provide the Human Resource Department with a written request setting  
43 forth the specified number of days donated and if the donation is a general donation or a  
44 donation to a specific individual. This written request shall be time and date stamped by the  
45 District and listed. The first leave donated shall be the first leave transferred to an eligible  
46 employee. Donated leave not used during any one school year shall remain on the list for the  
47 following school year for transfer to eligible employees.
- 48



4. Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first, prior to reducing the donating employee's current year sick leave benefit. Yearly cash out pursuant to Article XIII, Section 13.2. of the Agreement shall not be affected by a donation of sick leave below sixty (60) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

#### **B. Receipt of Leave**

1. In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be suffering from an extraordinary, catastrophic or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause that employee to take leave without pay or terminate employment with the District.
2. The receiving employee must comply with the provisions of Section 10.2. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.
3. The receiving employee must have depleted all of the employee's applicable leavebalances.
4. The receiving employee may not receive more than ninety (90) days of donated sick leave. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

#### **C. Use of Donated Leave**

1. The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had originally been the employee's sick leave. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to this Collective Bargaining Agreement.
2. Requests for donated sick leave shall be made to the Association in writing. The Association shall forward the request to the District for approval. Said request shall be forwarded to Human Resources. This District shall review the request and approve or deny said request within five (5) school days of receipt.
3. Temporary employees and substitute employees are not eligible for receipt of donated sick leave.

#### **Section 10.4. Coordination of Disability Benefits.**

An employee injured on the job will be compensated by the Self-Insured Workers' Compensation Pool in accordance with their rules and regulations and applicable State law, rules, and regulations.

##### **Section 10.4.1.**

Employees, when injured on the job, may elect to use any accumulated sick leave time to receive their normal salary. Payments from the Self-Insured Workers' Compensation Pool may be turned over to the District. The payments turned over to the District will restore the accumulated leave credits in proportion to the amount of the payment. Sick leave pay shall be integrated with any health and welfare plan, income benefit, or State Workman's Temporary Disability Compensation schedule of benefits, so that the sum of the daily sick leave allowance



hereunder, and the aforesaid Health and Welfare Plan, accident and sickness income benefit, or State Disability daily benefits, shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of the employee's accumulated sick leave pay credits.

#### **Section 10.4.2.**

Whenever an employee is given a permanent and stationary disability rating by a disability board, return to the job must be based on the same medical information, which the employee used to obtain the award. Unless these medical facts are carefully considered, subsequent injuries or aggravations of the original injury can occur. If there is a position available, it is the policy of the District that an employee return to duties the employee can perform safely without undue risk or further injury to the employee or other employees.

#### **Section 10.4.3.**

The medical criteria presented to the disability board by the employee and the employee's doctor shall be obtained and utilized by the District and interpreted in terms of specific job restrictions and limitations. The Superintendent or designee shall then interpret and apply such job restrictions and limitations to the specific physical requirements as to whether or not the employee shall:

- A. Return to the employee's former position, if possible;
- B. Transfer to some other position (if available) for which the employee is qualified, based upon physical ability and experience, if possible;
- C. Be laid off.

#### **Section 10.5. Bereavement Leave.**

In the event of death in an employee's immediate family, the employee shall be allowed five (5) days of absence with full pay. Immediate family is defined as being a father, mother, sister, brother, wife, husband, children, loco parentis, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, or a more distant relative living in the same household. In the event of the death of a cousin, uncle, aunt, nephew, niece, fiancé, or fiancée, one (1) day of absence with full pay shall be allowed.

#### **Section 10.6. Family Illness.**

In the event that an employee has a child with a health condition that requires treatment or supervision, or in the event of a serious health condition or emergency condition of a member of the employee's immediate family (as defined in this Section), a maximum of three (3) days of absence with full pay is earned during one (1) school year. Employees may use Family Illness to attend the needs related to the birth of a child related within thirty (30) days of such a birth. This is accumulative up to ten (10) days. A statement from a doctor may be required whenever these days are used. Upon return to work, a Confirmation of Absence form must be completed for family illness days used. Immediate family is defined as being a father, mother, stepparent, sister, brother, wife, husband, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, loco parentis, or live-in foster child or a more distant relative if living in the same household.



1 **Section 10.7. Parenting Leave/Maternity Disabilities.**

2 **Parenting Leave**

- 3 A. A parent shall be entitled to take a leave of absence without pay for childbirth or adoption for a  
4 reasonable length of time and thereafter shall return to the same or a similar position.  
5  
6 B. To be entitled to parenting leave without pay under this Section, a parent shall inform the  
7 District in advance of the employee's intention to take leave and the approximate time he/she  
8 expects to return to work, and within sixty (60) days after childbirth or adoption shall inform  
9 the District when the employee will return to work, with a minimum of ten (10) days' notice.  
10  
11 C. Parenting leave shall not exceed beyond the end of any one (1) school year after the birth of the  
12 child or adoption, unless extended by Board action or in a case where the parenting leave  
13 begins after March 31, the employee shall have the right to request leave for the next full  
14 school year.  
15  
16 D. In the case of the birth of a child, the parent shall be allowed one (1) day of absence with full  
17 pay, of which, is separate from any other leaves.  
18

19 **Maternity Disabilities**

- 20 A. Maternity leave and discrimination in employment because of pregnancy are covered under  
21 RCW 49.60 and Affirmative Action guidelines.  
22  
23 B. An expectant mother shall not be required to leave work at the expiration of any arbitrary time  
24 period during pregnancy but shall be allowed to work as long as she is capable of performing  
25 the duties of her job and as long as her physician concurs.  
26  
27 C. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and  
28 recovery therefrom, while the employee is on contract, are for all job-related purposes,  
29 temporary disabilities and shall be treated as such under the District's sick leave plan. The  
30 District may require a physician's statement to determine if the employee is unable to work due  
31 to her temporary disability.  
32

33 **Maternity Use of Sick Leave**

- 34 A. For sick leave benefits to extend beyond the thirtieth (30th) workday beyond the birth of a  
35 child, the employee shall have a physician's statement on file in the District's payroll office  
36 concerning the health of the employee after the child's birth and estimate of the approximate  
37 date the employee shall be recovered sufficiently to return to work.  
38  
39 B. Employees disabled because of pregnancy or childbirth shall be subject to the same terms and  
40 conditions concerning the extensions of leave time, the accrual of benefits, and privileges such  
41 as seniority and retirement as are applied to other temporary disabilities.  
42

43 **Section 10.8. Personal Leave.**

44 For reasons of personal business, two (2) days are allowed during the school year as personal business  
45 leave. This is accumulative up to six (6). The employee shall notify the Food Service Management at  
46 least two (2) days in advance of the leave. In the event of emergency, disaster or similar occurrence, a  
47 notice of two (2) days shall not be required. Up to four (4) days per year of unused personal leave may  
48 be cashed out when requested in writing by July 1 of each year.



1 If more than two (2) bargaining unit members in a building request personal leave for the same day the  
2 District may restrict further use of personal leave for additional requests from that specific building. If  
3 more than five (5) bargaining unit members unit-wide request personal leave on the same day, the  
4 District may restrict further use of leave on a particular day, based on an assessment of staffing and/or  
5 substitute availability.

## **Section 10.9. Jury Duty/Subpoena Leave.**

### **Section 10.9.1.**

10 Leave with full pay shall be granted to the employee who is required to perform jury duty or  
11 subpoenaed in a (non-personal) court action.

12  
13 An employee reporting for jury duty or subpoenaed and if excused for the balance of the day,  
14 shall report as soon as possible to the employee's supervisor for the purpose of working the  
15 balance of the special jury duty or subpoenaed witness shift.

### **Section 10.9.2.**

17 When an employee receives a summons requiring an appearance in court, the employee shall  
18 notify Food Service Management. For job related subpoena leave, the employee shall receive  
19 full pay.

### **Section 10.9.3.**

21 When an employee receives a subpoena for civic duty, e.g., uninvolved witness of an accident  
22 or crime, the employee shall notify Food Service Management. For Civic Duty/Subpoena  
23 Leave, the employee shall receive full pay.

### **Section 10.9.4.**

27 For subpoena leave of personal nature, e.g., the settlement of a family estate, custody, or  
28 divorce proceedings, etc., the employee shall use a Personal Leave Day or shall take leave  
29 without pay.

## **Section 10.10. Leave Without Pay.**

31 Upon recommendation of the Food Service Management through administrative channels to the  
32 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended  
33 leave of absence without pay for a period not to exceed one (1) year, due to an unforeseen emergency  
34 and/or illness. Nothing herein shall prevent the employee and employer with extending the leave upon  
35 reaching mutual agreement of up to one (1) additional year.

36  
37 The length of leave without pay shall be fixed at the time of the approval by the District. All  
38 employees on authorized leave of absence will be required to give written notice to Human Resources  
39 no later than fifteen (15) days prior to the conclusion of the leave of absence of their planned return to  
40 work. Employees who fail to give notice of their planned return to work will be notified by the District  
41 regarding their employment status. All District letters authorizing leave of absence shall contain the  
42 above language.

### **Section 10.10.1.**

43 An employee returning from an approved leave without pay will not necessarily be assigned to  
44 the identical position occupied before the leave of absence. However, provided a vacancy

exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

**Section 10.10.2.**

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

**Section 10.10.3.**

If reduction of staff becomes necessary, an employee on leave of absence will be considered for re-employment or reduction according to seniority and ability along with all other employed personnel. Pay is terminated during time of leave of absence.

**Section 10.11. Family Medical Leave.**

Under the terms of the Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay, and the District will continue to pay the employer portion of the medical insurance premium for up to twelve (12) workweeks, under the following conditions:

- A. For the birth of a son or daughter, and to care for the newborn child.
- B. For placement with the employee of a son or daughter for adoption or foster care.
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- E. Related to the military deployment of a spouse or close family member who is a member of the National Guard or Reserves.

FMLA rules allow up to twenty-six (26) weeks of leave to care for a covered family member who is a member of the military and who has been wounded in combat.

Information regarding current FMLA entitlements may be obtained through the Payroll Department.

The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity. Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) workweeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a Fiscal Year commencing September 1.

The District will require the employee to first use and exhaust all applicable paid leave available to the employee prior to taking unpaid leave. The twelve (12) week FMLA entitlement, or the twenty-six (26) week entitlement for military caregiver leave, shall run concurrently with any paid leave. Leave will be applied as follows:

- A. For the birth of a son or daughter, and to care for the newborn child; use of sick leave for maternity purposes as noted under the maternity Section of this Agreement and if applicable, use of family illness leave as usage is defined in this Agreement must be exhausted prior to unpaid leave.



- 1 B. For placement with the employee of a son or daughter for adoption or foster care: Adoption  
2 leave, if available, must be exhausted prior to unpaid leave.  
3  
4 C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and  
5 if applicable, sick leave and family illness leave usage as defined in this Agreement must be  
6 exhausted prior to unpaid leave.  
7  
8 D. Because of a serious health condition that makes the employee unable to perform the functions  
9 of the employee's job.

10  
11 Employee must use all available Sick Leave prior to FMLA leave.

12  
13 Leave may be taken intermittently to care for an ill spouse, child, parent or for an employee's own  
14 illness if medically necessary. An employee needing intermittent FMLA leave must attempt to  
15 schedule their leave so as not to disrupt the District's operations.  
16

17 The District may temporarily assign the employee to an alternate position that better accommodates the  
18 employee's intermittent or reduced leave schedule. The employee will receive the same benefits and  
19 salary schedule placement.  
20

#### 21 EMPLOYEE ELIGIBILITY

- 22 A. Employed by employer for at least twelve (12) months, with one-thousand fifty (1,250) hours  
23 of service during the twelve (12) month period immediately prior to the start of the leave.  
24  
25 B. Must meet one (1) of the four (4) conditions listed above which apply equally to male and  
26 female employees or be eligible for military related FMLA leave.  
27  
28 C. FMLA leave may begin before actual birth date of a child. The employee may request leave for  
29 prenatal care if her condition makes her unable to work.  
30  
31 D. FMLA leave is available for treatment for substance abuse, either for employee or for  
32 immediate family member, but only for treatment not for absences due to use of the substance.  
33  
34 E. Employee must notify with the District of medical treatment and make a reasonable effort to  
35 schedule the leave so as not to disrupt the District's operations.  
36  
37 F. Husband and wife who work for the District are both entitled to FMLA leave, but it is limited  
38 to a total combined leave of twelve (12) weeks/twelve (12) month period when the leave is for  
39 the birth/care of newborn, adoption or foster care placement.  
40

41 If leave is taken to care for a seriously ill spouse or child, spouses employed by the District may each  
42 take twelve (12) weeks of leave.  
43

#### 44 EMPLOYEE NOTIFICATION

45 All requests for leave and any other notice regarding Family and Medical Leave shall be in writing.  
46 The employee must provide thirty (30) days advance notice before leave is to begin if foreseeable or as  
47 soon as possible and practical. In the event of an emergency or situation beyond the control of the  
48 employee, the thirty (30) days advance notice will be waived.

1 MEDICAL CERTIFICATION

2 Employees wishing to apply for a FMLA leave will be required to provide to the District form WH-  
3 380 "Certification of Health Care Provider" from the health care provider who is treating the employee  
4 or immediate family member.

5  
6 CONTINUATION OF HEALTH BENEFITS

7 An employee on FMLA leave is entitled to have health benefits maintained by the District while on  
8 unpaid leave, up to twelve (12) workweeks:

- 9 A. If the employee is paying for dependent coverage prior to leave, the employee continues to pay  
10 their share of premiums.  
11 B. If the employee's premium payment is more than thirty (30) days late, the District's obligation  
12 to maintain Group Health Insurance ceases. The District will give the employee a written notice  
13 by certified mail that their premium payments have not been received and will wait fifteen (15)  
14 days after notification before canceling coverage.  
15 C. The District may recover its share of premium payments if the employee does not return to  
16 work for a reason within the control of the employee.

17  
18 RETURN TO WORK PROVISIONS

19 The employee has the right to return to the same or equivalent position with the same benefits, working  
20 conditions and salary schedule placement.

21  
22 The employee must provide the District thirty (30) days advance notice where practicable. In the case  
23 of a medical leave, the employee will be required to provide substantiation from a health care provider  
24 certifying that he/she may return to work.

25  
26 Section 10.12. Paid Family Medical Leave (PFML).

27 The District shall notify employees about the benefits available under PFML, in a place customarily  
28 used to post other employee related notices.

29  
30  
31  
32 **ARTICLE XI**

33  
34 **VACATIONS**

35  
36 Section 11.1.

37 Beginning with the 2012-2013 school year, vacation pay has been incorporated into the hourly rate on  
38 Schedule A-2 based on the following schedule:

- 39  
40 Upon completion of one (1) year of service, seven (7) days of paid vacation.  
41 Upon completion of five (5) years of service, thirteen (13) days of paid vacation.  
42 Upon completion of ten (10) years of service, eighteen (18) days of paid vacation.  
43  
44  
45  
46  
47  
48



## ARTICLE XII

### SENIORITY

#### **Section 12.1.**

The seniority of an employee in the bargaining unit shall be established as of the date on which the employee was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

#### **Section 12.2.**

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

- A. Resignation
- B. Discharge for any reason contained in this Agreement
- C. Retirement

#### **Section 12.3.**

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

- A. Time lost by reason of industrial accident, industrial illness, or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Any approved leave.

#### **Section 12.4.**

An open position is a newly created position, or a position vacated by a regular employee, or a position increased by more than sixty (60) minutes. In the event of a vacancy the District will make a good faith effort to determine whether to fill the position within two (2) weeks of the vacancy. If the District determines to fill an open position, the District shall post the open position within two (2) weeks of the determination to fill the position. The positions will be filled no more than forty-five (45) calendar days after they are posted.

##### **Section 12.4.1.**

In the case of an open position created by increasing a position by sixty (60) minutes or more, the position will be filled in accordance with Section 12.5., provided employees may not apply for such position if the move would be a lateral move. If an employee with less hours applies and is selected for a position, the position vacated by that employee will be filled by the employee holding the position that was increased by sixty (60) minutes or more, without further posting.

#### **Section 12.5.**

The employee with the earliest hire date shall have preferential rights regarding open positions when ability, qualifications and experience are substantially equal with those individuals with less seniority.

If the District determines that seniority rights should not prevail between employees because a junior employee possesses ability and performance substantially greater than a senior employee or employees, the District shall set forth in writing to the employee(s) and the Union its reasons for bypassing the senior employee.



1 **Section 12.6. Layoff and Recall.**

2 Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a  
3 shortage of funds.  
4

5 **12.6.1. Layoff Procedures.**

6 In the event of a necessary reduction in work force, the District shall first lay off probationary  
7 employees, starting with the probationary employee with the latest date of hire. If layoffs are  
8 required beyond this point the District shall lay off starting with the least senior employees  
9 first. The only exceptions to seniority shall be in the case of employees who have specialized  
10 skills that no senior employees possess. Special skills are those skills included in the job  
11 description. In no case shall a new employee be employed by the District, while there are laid  
12 off regular employees who are qualified for a vacancy or newly created position. The employee  
13 with the most seniority within the general job classification shall be the last to be laid off, and  
14 the first to be rehired. This provision does not in any way diminish the District's rights under  
15 Section 13.1. with regard to probationary employees. The District maintains its right to  
16 discharge probationary employees at the District discretion. Time spent on the layoff list does  
17 not count toward the completion of an employee's probationary period.  
18

19 **12.6.2. Recall.**

20 Regular employees on layoff are to be placed on a reemployment list maintained by the District  
21 according to seniority layoff ranking. Such employees are to have priority over junior  
22 employees and outside hires, in filling an opening in the classification held immediately prior  
23 to layoff. Employees on layoff status shall file their addresses in writing with the Human  
24 Resources Department of the District and shall thereafter promptly advise the District in  
25 writing of any change of address. A regular employee on layoff shall retain his/her seniority  
26 and accrued benefits for purposes of recall for a period of two (2) years. Any employee on  
27 layoff for more than two (2) years shall lose his/her seniority and any further rights under this  
28 provision. In order to maintain a position in the layoff pool for the second year, a written letter  
29 of intent to remain in the pool must be on file in the Personnel Office by June 1st preceding the  
30 second school year.  
31

32 Notices of recall shall be sent by certified or registered mail to the last known address as shown  
33 on District records. Additionally, the District shall attempt to provide notification via  
34 telephone. The recall notice shall state the time and date on which the employee is to report  
35 back to work. It shall be the employee's responsibility to keep the District notified as to his/her  
36 current mailing address and current telephone number. A recall employee shall be given three  
37 (3) days from delivery of notice to the employee's address on file to notify the District of the  
38 employee's intent to report to work. Provided that such notification is received within the three  
39 (3) day period, the employee shall then be provided at least ten (10) days to report to work. The  
40 District may fill the position on a temporary basis until the recalled employee can report for  
41 work, providing the employee reports within the ten (10) day period. An employee may refuse  
42 a position offered at a lower rate of pay or for a lower number of hours and shall maintain  
43 his/her seniority rights and shall remain on the recall list. An employee who otherwise declines  
44 recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and  
45 may be removed from the recall list.  
46

47 An employee on layoff shall have the right to purchase all insurance benefits provided regular  
48 employees, for up to eighteen (18) months after layoff, by paying the premiums to the District.



ARTICLE XIII

PROBATIONARY, TEMPORARY AND REGULAR EMPLOYEES

**Section 13.1.**

Each new hire shall remain in a probationary status for a period of not more than one (1) year following the hiring date. During this probationary period the District may discharge the employee at its pleasure without recourse to the grievance procedure. After serving the required probationary period in a satisfactory manner, an employee shall be classified as a regular employee and be subject to demotion, suspension, or dismissal only for cause. Additionally, all rights and duties contained in this Agreement shall be afforded the employee retroactive to their hire date.

**Section 13.2. Definition of Employee.**

**A. Regular Employee**

An employee who is hired to work on a regularly assigned basis.

**B. Probationary Employee**

Probationary employees shall receive base salary, insurance benefits, sick leave, and holidays. Probationary employees shall accrue no seniority until the satisfactory completion of the probationary period, at which time seniority shall relate back to the first workday in the regular position. Probationary employees shall be notified, in writing, when the probationary period is satisfactorily completed.

**C. Temporary Employee**

An employee hired for a specific temporary assignment or a specific time period, or to fill in a position because of an employee on approved leave. A temporary employee receives no medical benefits as per SEBB rules.

**D. Casual Substitute Employee**

Is one who is employed sporadically to fill a position of a full time, regular, or temporary classified employee in an existing position. Casual Substitute employees shall not be covered by any of the terms of this Agreement, except as noted on the salary schedule. Casual substitutes shall be paid as shown on Schedule A.

ARTICLE XIV

NOTIFICATION TO NON-ANNUAL EMPLOYEES

**Section 14.1.**

Should the District decide to non-renew a current employee for the next school year, the employee shall be notified in writing prior to June 15 of the school year. Nothing contained herein shall in any regard limit the operation of Article XV.

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## ARTICLE XV

### DISCHARGE OF EMPLOYEES

#### **Section 15.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. Disputes arising from discipline shall be resolved in accordance with the grievance procedure in Article XXIV. If the District has reason to discipline an employee, it shall be done in private. The following progression of employee discipline shall generally be followed: oral warning, written reprimand, suspension, termination. Misconduct of a serious nature may result in omitting some of the progressive discipline steps. The District will notify employees of their right to have a Representative of the Association present at a meeting that could result in disciplinary action. The Administrator will notify the employee of the purpose of the meeting prior to the actual meeting taking place. When a request for representation is made, the employee shall have a reasonable period of time, not to exceed forty-eight (48) hours, unless otherwise agreed upon between the parties, to obtain representation. If an employee is to be disciplined based upon a complaint, the complaint shall first be disclosed to the employee within a reasonable time and the employee will be afforded an opportunity to respond.

#### **Section 15.2.**

The issue of justifiable cause shall be resolved in accordance with Article XXIV herein.

#### **Section 15.3.**

Possession, sale, delivery or use of alcohol and/or controlled substances by employees on District property, or at District sponsored events during the course of employment with the District is prohibited. Employees who violate this prohibition shall be subject to immediate discharge. Violation of this provision shall constitute just and sufficient cause for immediate discharge. (See Article XXI for alcohol and substance abuse policy.)

## ARTICLE XVI

### TRANSFER OF PREVIOUS EXPERIENCE

#### **Section 16.1.**

Transfer of benefits from one school District to another within the State of Washington shall be in accordance with the current and prevailing State statute.

## ARTICLE XVII

### RETIREMENT

#### **Section 17.1.**

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



## ARTICLE XVIII

### INSURANCE

#### **Section 18.1. SEBB.**

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

The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts of the implementation of SEBB through Labor Management.

#### **Eligibility**

SEBB health care plans are available for individual employees who work a minimum of 630 hours , from September 1st through August 31st of each year, as per SEBB benefit rules.

#### **Programs**

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

#### **Required (100% covered premium)**

Vision

Dental

Basic Life

Basic Long-Term Disability

AD&D Insurance

#### **Voluntary**

SEBB medical plans

#### **Other Benefits**

Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other voluntary employee paid SEBB programs will be available to employees under terms as determined by SEBB. The District will provide access to an Employee Assistance Program. Other Non-SEBB programs are available to employees but are not funded from the amount provided by the District.

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

#### **Enrollment Period**

Enrollment period will be determined year to year by SEBB from October 1 to November 15 or as otherwise set by SEBB. When the enrollment ends, no insurance options may be added or deleted during the contract year except for life events that meet the current SEBB special enrollment requirements. If an employee fails to enroll within the open enrollment period, they will be placed on the default medical, dental and vision plans as determined by SEBB.

1 New employees hired after September 1 of each year are required to enroll or waive medical coverage  
2 and elect mandatory dental and vision coverage no later than thirty-one (31) days from employee's  
3 first day of work. Current employees that gain SEBB eligibility after September 1st are required to  
4 enroll or waive medical coverage and elect mandatory dental and vision coverage no later than thirty-  
5 one (31) days from first workday of new position or the date they reached six hundred and thirty (630)  
6 hours threshold in their current position.

#### 7 8 Termination of Benefits

9 A retiring employees SEBB benefits will end the last day of the month prior to employee's official  
10 retirement date with the Washington State Department of Retirement Systems (DRS). Employees must  
11 notify HR of their official DRS retirement date. When an employee's resignation/termination takes  
12 places during the school year, the employee's SEBB benefits will continue to the last day of the month  
13 in which resignation/terminations is effective. An employee who works less than twelve (12) months  
14 and resigns/terminates as of the first day of school year should consult with payroll for the effective  
15 date to provide maximum SEBB benefits, prior to submitting their resignation/termination letter.

#### 16 17 Sharing Health Care Contributions

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

22  
23 Beginning the 2021-2022 school year and each year after, the VEBA pool will consist of twenty-  
24 thousand dollars (\$20,000). The VEBA pool will be divided equally to all employees of the bargaining  
25 unit as of September 10th of each year and distributed as a one-time payment to the employees  
26 individual VEBA account no later than October 31.

## 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 **ARTICLE XIX**

### **INSERVICE TRAINING**

#### **Section 19.1.**

35 A regular employee wishing to upgrade to the job classification of Kitchen Manager will be required to  
36 attend and satisfactorily complete the Yakima Food Services Managers Training Program to include on  
37 the job training as outlined by the Food Service Management. Comparable on the job training may be  
38 accepted in lieu of the formal training program on the approval of the Food Service Management.

#### **Section 19.2. Staff Development.**

41 The Food Service Management shall annually work with the Association In-service Committee to  
42 establish an In-service training program for all Association employees. The District shall allocate  
43 seven thousand five hundred dollars (\$7,500.00) which may be used in combination in any of the  
44 following areas:

##### **Section 19.2.1.**

47 To provide In-service training inside and outside of the regular workday, Professional Day(s)  
48 and prior to the beginning of school. Employees attending Staff Development activities, In-



1 service, and trainings during the regular workday shall be paid their regular hourly rate.  
2 Activities can include instruction/training to enable District employees to become  
3 bilingual/biliterate as well as activities, which will assist the employee in meeting the District  
4 requirements for advancement. The parties recognize opportunity for In-service inside the  
5 workday will be limited.

6  
7 Mandatory trainings, staff, and Kitchen Manager Meetings etc., held outside the regular  
8 workday shall be governed by Articles VII and VIII.

9  
10 **Section 19.2.2.**

11 To reimburse employees for the costs of pre-approved, job-related course work at an accredited  
12 institution and for related supplies and materials. The District will provide this payment upon  
13 completion of the course provided the course work is completed at grade C or above. Any  
14 employee receiving financial assistance for a course shall not be eligible for reimbursement for  
15 the same course. Employees may be reimbursed for more than one course per year, provided  
16 dollars are available and, provided pending applicants who have not taken a course within the  
17 year are given priority over those wishing to claim reimbursement for more than one course.

18  
19 **Section 19.2.3.**

20 To provide travel expenses for employees to attend job related professional conferences. If a  
21 substitute is required, the substitute cost will be paid by staff development funds.

22  
23 **Section 19.2.4.**

24 A committee to monitor staff development and expenditures shall be established consisting of  
25 District and Association representatives. The Committee will annually establish a calendar and  
26 a staff development budget utilizing the above funds. Any unused funds up to two thousand  
27 dollars (\$2000.00) annually, from budgeted amount, shall carry over for use in the next school  
28 year, up to a maximum total accumulation of ten thousand dollars (\$10,000.00).

29  
30  
31 **ARTICLE XX**

32  
33 **POSITION DESCRIPTIONS**

34  
35  
36 **Section 20.1.**

37 The District will provide the Association with complete job descriptions for all employees subject to  
38 this Agreement. Should the District elect to modify a job description the Association President will be  
39 notified.

40  
41 **Section 20.2.**

42 The District will provide the Association with such amendments, changes and additions to job  
43 descriptions as they may from time to time occur, prior to implementation, and shall engage in  
44 discussions/negotiations upon request.

45  
46 **Section 20.3.**

47 Central Kitchen is defined as being a kitchen that prepares meals for off-campus serving and/or  
48 kitchens preparing and servicing four (4) or more servicing lines on campus.

ARTICLE XXI  
ALCOHOL AND DRUG POLICY

**Section 21.1. Purpose.**

The District has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the District to screen or test employees to determine the presence of alcohol and/or controlled substances.

**Section 21.2. Prohibition Regarding Alcohol and/or Controlled Substances.**

**Section 21.2.1.**

The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or “mood altering” substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on District property, in District vehicles, or in personal vehicles while conducting District business, is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.

**Section 21.2.2.**

Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or “mood altering” substances is prohibited. Violation of this section of the Agreement will result in disciplinary action, which may include discharge.

**Section 21.2.3.**

An employee utilizing prescribed and/or “over-the-counter” medication(s) that could adversely affect job safety or performance must immediately report that fact to Food Service Management. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee’s attending physician, concerning the affects a substance may have on that employee may be appropriate.

In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician’s release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee’s ability to safely, properly, and effectively perform the employee’s duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level. In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer’s sick leave policy. Violation of this section of the Agreement will result in disciplinary action, which may include discharge.

**Section 21.3. Current Employee Substance Abuse Testing.**

The applicable substance abuse testing procedures outlined below will be initiated if one of the following events occurs.



1 **Section 21.3.1.**

2 Management personnel concludes through objective observation, investigation, and evaluation  
3 that an employee is under the influence or impaired by the use of alcohol, drugs and/or  
4 controlled substances.

5  
6 **Section 21.3.2.**

7 Where an employee is involved in any accident due to the action, inaction or inattention of the  
8 employee.

9  
10 **Section 21.3.3.**

11 When the employee is required to submit to a Federal Department of Transportation mandated  
12 physical examination, in which case the District agrees to provide written notice of the  
13 impending substance abuse test a minimum of seven (7) days prior to the date the employee is  
14 required to submit to the test.

15  
16 All relevant facts pertaining to an investigation conducted pursuant to the above provisions will  
17 be documented in writing and preserved for future reference by the District and the Union.

18  
19 **Section 21.4. Substance Abuse Testing Procedures.**

20 **Section 21.4.1.**

21 Employees suspected of being under the influence of illegal drugs or alcohol during duty hours  
22 may be required to submit to drug testing at the request of Food Service Management. The  
23 parties agree to adhere to the Department of Transportation's (DOT) cutoff levels when  
24 screening specimens to determine whether the samples are negative for these drugs or classes  
25 of drugs:

- 26 • Substances
- 27 • Amphetamine
- 28 • Barbiturates
- 29 • Benzodiazepines
- 30 • Cannabinoids
- 31 • Cocaine metabolites
- 32 • Methadone
- 33 • Methaqualone
- 34 • Opiates
- 35 • Phencyclidine (PCP)
- 36 • Propoxyphene
- 37 • Ethyl Alcohol

38 The Employer will transport the suspected employee to a pre-determined testing facility.

39  
40 **Section 21.4.2.**

41 The employee will be requested to submit to the testing procedures. The employee has the right  
42 to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for  
43 discharge.

44  
45 **Section 21.4.3.**

46 The employee will provide a urine sample, a blood sample or breath sample. The urine sample  
47 will be provided for analysis to determine the amount, if any, contained in the employee's urine  
48 of all substances listed in Section 21.4.1.

1 **Section 21.4.4.**

2 Collection of the specimens will be under the direction of qualified medical or law enforcement  
3 personnel. Collection of the specimens will take place as soon as possible following the  
4 observation, accident, or incident. The employee will cooperate fully in the collection of the  
5 specimens. Employee tampering with the specimens or refusal to submit to the test within a  
6 reasonable period of time will result in discharge. If the employee is physically unable to  
7 provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any  
8 of those substances listed in Section 21.4.1. above are present in the employee's blood.  
9 However, within twenty-four (24) hours following the drawing of the blood sample, the  
10 employee will submit to a urine test. If the employee fails to provide the urine sample within a  
11 24-hour time frame, that action will result in disciplinary measures, which may include  
12 discharge.

13  
14 **Section 21.4.5.**

15 After collection of the specimens, the employee will be transported to the employee's residence  
16 or other safe location. The employee will be suspended from work with pay until the test results  
17 become available and are evaluated.

18  
19 **Section 21.4.6.**

20 All costs associated with substance abuse testing, other than an independent analysis requested  
21 by the employee, will be paid by the employer.

22  
23 **Section 21.5. Self-Recognized Substance Abuse.**

24 Employees with a substance abuse problem must immediately notify Food Service Management of  
25 their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion  
26 of a qualified drug/alcohol counselor, the employee requires rehabilitation service s, the employee will  
27 have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in  
28 Section 21.4. above. Any employee who complies with the above requirements prior to a violation of  
29 this policy shall be immediately granted leave without pay in accordance with Section 21.2.3.

30  
31 **Section 21.6. Employer Conducted Searches.**

32 The District reserves the right to conduct, for reasonable cause or suspicion, searches of District  
33 property, District vehicles or District equipment at any time or place and seize, examine and test any  
34 property found as a result of any searches of those areas. Failure to cooperate with these procedures,  
35 without just cause, will be grounds for discharge.

36  
37  
38 **ARTICLE XXII**

39  
40 **MAINTENANCE OF MEMBERSHIP**

41  
42 **Section 22.1.**

43 The District will make a payroll deduction for Association dues and assessments upon receipt of a  
44 written, e-sign, or emailed authorization executed by an individual employee. Any deductions for  
45 political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the  
46 employee on forms that comply with WAC 390-17-100 and be revocable by the employee at any time.  
47 The District shall provide all employees annual notice of their rights regarding payroll deductions for  
48 political contributions under WAC 390-17-110.



Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

The Association will refund to the District any amounts paid to it in error.

The Association and its affiliates will defend, indemnify, and hold the District harmless against any claims made, and any suit instituted against the District on account of any check-off of Association dues or requirement that employees pay membership.

#### **Section 22.2.**

The District shall deduct PSE regular dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. Further, the District shall submit, in electronic format to [membership@pseofwa.org](mailto:membership@pseofwa.org) with the following information: name, address, phone number, hourly rate of pay, hours worked, anticipated gross pay, dues status (regular dues, or non-dues payer, employment status (LOA, etc.).

## **ARTICLE XXIII**

### **CHECKOFF**

#### **Section 23.1.**

The District shall deduct PSE regular dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. Further, the District shall submit, in electronic format to the PSE Kennewick Office the following information: Name, Address, Phone Number, dues status (regular dues or non-dues payer) employment status (LOA etc.)

#### **Section 23.2.**

The District shall payroll deduct once each year (in the month of October) local Chapter sunshine dues and remit the check to the local Chapter treasurer.

**ARTICLE XXIV**  
**GRIEVANCE PROCEDURE**

**Section 24.1.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. Grievances related to the interpretation and/or application of this Agreement when filed in the name of the Association, or when filed by an individual when resolution can only be obtained through the Superintendent or his/her designee, may be initiated at the Superintendents level as provided hereinafter. All grievances not brought to the attention of the District within twenty (20) business days of the occurrence of the grievance shall be invalid and subject to no further processing.

**Section 24.2. Grievance Steps.**

- Step I - Informal with Food Service Management.
- Step II - Reduce to writing - submit to Food Service Management.
- Step III - Submit to Superintendent or Designee.
- Step IV - Submit to Arbitration.

**Section 24.2.1. Step I - Informal with Food Service Management.**

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

**Section 24.2.2. Step II - Reduce to Writing - Submit to Food Service Management.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding sub-section, the employee shall reduce to writing a statement of the grievance containing the following within five (5) business days from the initial meeting with Food Service Management.

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

The employee shall submit the written statement of grievance to Food Service Management for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 24.2.3. Step III - Submit to Superintendent or Designee.**

If no settlement has been reached within the five (5) business days referred to in the preceding sub-section, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) business days to the District Superintendent or a designee. After such submission, the parties will have ten (10) business days from submission



of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 24.2.4. Step IV - Submit to Arbitration.**

If no settlement is reached in accordance with sub-Section 24.2.3., the Association shall have ten (10) business days to submit the matter to arbitration. If the matter is submitted to arbitration, the parties shall select an impartial arbitrator within ten (10) business days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) business days thereafter, request the Public Employment Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within five (5) business days after its receipt, the parties shall flip a coin to determine who shall strike the first name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

**Section 24.2.5.**

The arbitrator shall commence hearings within a reasonable period of time after selection and shall render an award in writing within thirty (30) calendar days. The award of the arbitrator, together with written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, modify, add to or subtract from this Agreement in any of its parts.

**Section 24.2.6.**

The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Association. All other costs, attorney's fees and expenses shall be borne by the party incurring them.

**Section 24.3.**

The grievance discussion shall take place whenever possible as close to the end of the workday as possible. The Employer shall not discriminate against any individual employee or the Association for taking action under this Article.

**ARTICLE XXV**

**SALARIES**

**Section 25.1.**

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

**Section 25.2.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 26.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 25.3.**

Payroll warrants shall be issued to each employee on the last workday of the month exclusive of Saturdays, Sundays, and holidays. Such payroll warrants shall be automatically deposited to the employee's local bank or savings institution on the payroll date.

**Section 25.4.**

All employees working four (4) hours or more per day shall receive twelve (12) equal paychecks per year. Cook Manager positions may be eight (8) hours per day. In the event these positions are less than eight (8) hours, the parties agree to meet and discuss implementation. All current eight (8) hour cook manager positions as of September 2007 shall not be reduced unless the current employee has vacated, and then only after discussion as noted above.

**Section 25.4.1.**

All employees working less than four (4) hours per day shall receive ten (10) equal checks per year (September - June). Any additional work hours beyond their regular hours per day will be submitted on a timesheet or through WESPAC True Time.

**Section 25.5.**

The wages set forth on Schedule A for the 2021-2024 contract term shall contain the following wage improvements

- 2021-2022 Schedule A is amended as attached.
- 2022-2023 Schedule A shall have an additional 2.5% or IPD whichever is greater.
- 2023-2024 Schedule A shall have an additional 2% or IPD whichever is greater.

**ARTICLE XXVI**

**TERM**

**Section 26.1.**

The term of this Agreement shall be September 1, 2021 to August 31, 2024.

**Section 26.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following Section.

**Section 26.3.**

This Agreement shall not be reopened during its term except by mutual agreement; provided, that at the request of either party this Agreement will be reopened in response to legislative changes that require practices in direct conflict with this Agreement. Should the legislature appropriate funds for wages not deemed as COLA (IPD) for the 2022-2024 biennium, or if the legislature funds a salary increase in a manner different from the percentage method used in the past, the parties agree to open schedule A to negotiate wages.

Should any Section of this Agreement be found to violate the law, the parties agree to reopen this Agreement to bargain a replacement provision.



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

YAKIMA FOOD SERVICE CHAPTER

BY:   
Michelle Weier, Chapter President

DATE: 8-23-22

YAKIMA SCHOOL DISTRICT #7

BY:   
Dr Trevor Greene, Superintendent

DATE: 6/7/22

57M

SCHEDULE A  
YAKIMA FOOD SERVICE PSE  
SEPTEMBER 1, 2021 – AUGUST 31, 2022

	Step 1	Step 2	Step 3	Step 4	Step 5
<b><u>Food Service Positions</u></b>	1-4 Years	Beginning Year 5	Beginning year 10	Beginning Year 15	Beginning Year 20
	Hourly	Hourly	Hourly	Hourly	Hourly
H.S./M.S. Central Kitchen Manager	\$21.25	\$22.10	\$22.98	\$23.90	\$24.50
M.S. Kitchen Manager	\$20.50	\$21.32	\$22.17	\$23.06	\$23.64
Stanton Kitchen Manager	\$20.25	\$21.06	\$21.90	\$22.78	\$23.35
Elementary Kitchen Manager	\$20.00	\$20.80	\$21.63	\$22.50	\$23.06
Cooks	\$18.00	\$18.72	\$19.47	\$20.25	\$20.75

**Substitutes**

Cook \$17.00

**\*\*STIPEND**

\*\*School Nutrition Association Certification

***Level 1 Certification additional \$.75 per hour***

Kitchen Managers must hold a School Nutrition Association Level 1 Certification

Employees beginning their 20th year in the Food Service Bargaining Unit shall receive 2.5 % above Step IV.

Should no bargaining unit employee be available to work the District may use other employees from the District and pay them their current rate of pay should it be greater.