COLLECTIVE BARGAINING AGREEMENT BETWEEN

BOARD OF DIRECTORS
TACOMA SCHOOL DISTRICT #10

AND

PUBLIC SCHOOL EMPLOYEES OF TACOMA NUTRITION SERVICES #610

SEPTEMBER 1, 2026 - AUGUST 31, 2030

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PREAMBLE

The following Articles of this Agreement constitute an agreement by and between the Board of Directors of Tacoma School District Number 10, hereinafter called the "Board" and the Public-School Employees of Tacoma Nutrition Services, hereinafter called the "Union."

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RECOGNITION

Section 1.1. Definitions.

1. Board: Board of Directors of Tacoma School District Number 10.
2. District: Tacoma School District Number 10.
3. Employee: Any regular Nutrition Services employee of the District covered by this Agreement.
4. Substitute: Any non-regular Nutrition Services employee of the District expected to work thirty (30) days or more in any twelve (12) month period. Such employee's contractual rights shall be limited to the wage specified on the wage schedule, unless otherwise specified in the CBA.
5. Superintendent: Superintendent of Schools of Tacoma School District Number 10 or authorized representative.
6. Temporary Employee: A new employee hired into a position with a fixed beginning and ending date not to exceed sixty (60) days, and in which there is no reasonable assurance of continued employment.
7. Union: The Public School Employees of Tacoma Nutrition Services, Chapter #610, an affiliate of Public School Employees of Washington/SEIU.
8. Administrative Designee: Any exempt Nutrition Services administrative employee representing the Director of Nutrition Services where noted in this Agreement.

Section 1.2. Recognition and Unit Designation.

1. Recognition: The Board recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.2 (2).

2. Bargaining Unit: The bargaining unit to which this Agreement is applicable is composed of all employees in the nutrition services program; administrative and clerical nutrition service employees shall be excluded, and other positions may be excluded from the bargaining unit when agreed to by the Board and the Union.

ARTICLE II

RIGHTS OF THE BOARD

Section 2.1. Rights of the Board.

The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and of the United States for the management and operation of the District, subject to the provisions of this Agreement.

Section 2.2. No Strike/No Lockout.
For the life of this Agreement there shall be no work stoppage, slowdown, boycott, sympathy strike, or lock out for any reason regardless of whether the action of either party may be reasonably construed as a violation of this Agreement or of any law policy, or regulation. In the event that another bargaining unit of the District goes on strike, the members covered under this Agreement shall be given reasonable opportunity to make up any hours lost as a result of a strike. Should any employee have other verified employment which would make it impossible for them to make up the time lost by extension of the school year, the District will provide other make up time.

Section 2.3. Subcontracting.
During the period of the Agreement the District shall not have the power to subcontract any of the duties or functions performed by the bargaining unit.

ARTICLE III

UNION REPRESENTATION

Section 3.1. Negotiation Procedures.

Section 3.1.1.
It is agreed that authorized representatives of the Board will meet with a committee from the Union to discuss job classification and wage rates before the budget is adopted.

Section 3.1.2.
Negotiations shall be conducted at mutually agreeable date, time, location and format.

Section 3.1.3.
Every effort will be made to complete negotiations by June 30.

Section 3.1.4.
Agreements reached between the parties to this Agreement shall become effective per the contract language only when signed by authorized representatives of the Board and the Union after union membership ratification.

Section 3.2. Labor/Management Meetings.
At least quarterly, or at the written request of either the District or the local Union, labor/management meetings shall be held with no loss of pay to the employees, at a time mutually agreed upon. Agendas may be submitted by the parties requesting the meeting as to which items will be on the agenda. The purpose of these meetings shall be to resolve problems prior to them being reduced to writing as a grievance and all other problems or concerns that affect the bargaining unit. The District and Union shall discuss the reduction of hours and positions in an effort to create solutions that honor employee seniority rights while minimizing bumping. In no event can agreements reached in labor/management abridge, add to, or subtract from the Collective Bargaining Agreement unless both parties agree. Amendments to the Agreement are subject to Section 15.4. Mutual Consent Reopener Cause.

Section 3.3. Release Time for Union Conferences and Meetings.
The District will grant, upon written request, up to four hundred (400) hours of paid leave each school year (September 1- August 31) for official Union business for the following reasons: Grievance investigation, grievance hearings, Union training conferences, conventions and other Union business. Hours for CBA negotiations will not be included.

Paid leave will be limited to the following Union officers (President, Vice-President, Secretary, Treasurer, and Membership Officer or Membership Committee) and Union appointed officials, and in the case of grievance hearings those employee members who are material to the grievance process. Requests for such leave shall be made in writing to the Nutrition Services Director in advance of the leave. The purpose of the leave will be clearly stated. The leave shall not be granted if the purpose of the leave violates State law or regulations.

Section 3.4. New Member Information.
The District shall provide each new employee with a current copy of collective bargaining agreement (CBA). The Union will provide the employee with a membership form, membership packet, and a list of officers and phone numbers. The District shall facilitate a paid new employee on-boarding through the Nutrition Services Department. The District will post the current Collective Bargaining Agreement, and current Schedule A (wage schedule) on the District website.

Section 3.5. Union Access to District Resources:
The Union may use District facilities and/or equipment for meetings in accordance with District policies provided that such meetings will not interfere with nor interrupt the normal operation of the school.

- Utilize a single area, in each kitchen, to post notices.
- Use employee mailboxes for communication purposes in accordance with District policies.
- Use the District's email and voice mail systems for communications, representation, and negotiation purposes in accordance with district polices. The union recognizes there is no expectation of privacy in the use of the District network.

Section 3.6.
Employees of the unit subject to this Agreement have the right and should be offered to have a Union representative present at meetings between themselves and the Director of Nutrition Services, or the administrative designee under the following circumstances:

- When the employee reasonably believes the discussion might result in discipline;
- When the employee is being interviewed as part of an investigation of alleged misconduct;
- When the employee is being interviewed as a witness in a District investigation and
- At a meeting where an allegation of misconduct is being resolved.

Section 3.7. New Hire Notification.
The Employer will provide electronic notification in an editable digital format of the name, address, personal phone number, classification, job title, hours per day, work location, work, and personal email address (if applicable) within twenty-one (21) business days from the date of hire to the Union President and emailed to membership@pseofwa.org, of all bargaining unit employees and substitutes as defined in Section 1.1 and 1.2 of the Agreement by the 15th of each regular work month.

ARTICLE IV

RIGHTS OF EMPLOYEES

Section 4.1. Equitable Treatment.
The District agrees that the provisions of this Agreement shall be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

The Union agrees that the membership in the Union shall not be denied to any employee because of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Section 4.2. Evaluation.
Each employee will be evaluated by June 15 annually, except as otherwise provided below. Each evaluation will be delivered to the employee by the District individually in a sealed envelope.

The Director of Nutrition Services or Administrative Designee shall prepare the employee's evaluation with input that may be offered by the work site's cook manager, satellite/cashier, or principal. Cook Managers will not be required to provide input that is not otherwise voluntarily disclosed to the Nutrition Service Field Assistant or Director.

An employee shall have at least five (5) working days to review their evaluation before discussing it with the evaluator.

An employee has the right to attach a written statement or document to the evaluation form within thirty (30) days of receiving the evaluation. Said statement or document shall be referenced in and stapled to the evaluation.

Once an employee has received three (3) consecutive years of satisfactory evaluations, the employee will be placed on a three-year (3) evaluation cycle. Employees who transfer to a new assignment shall receive an annual evaluation. If the evaluation is satisfactory, the employee will be placed on a three-year (3) evaluation cycle. However, should the Director of Nutrition Services or Administrative Designee consider an employee's performance less than satisfactory at any time during the school year, the employee will be evaluated at that time.

Evaluations containing two (2) or more low marks shall be construed as unsatisfactory. If an employee is going to receive low evaluation marks, said employee shall be notified of the deficient issue(s) in writing and a required meeting will be held with the employee, union representation and Nutrition Services Director or Administrative Designee at least forty (40) working days prior to receiving the actual evaluation. Evaluations reflecting an unsatisfactory level of performance in one or more categories shall state reasons for the unsatisfactory rating and include examples to allow the employee to improve their performance within the time allowed.

Employees who otherwise are not required to be evaluated may request to be evaluated if submitted in writing to their supervisor on or before November 15 annually.

Section 4.3. Personnel Files

The District's Human Resources Department shall maintain the official personnel file for each employee. The employee may inspect the file with a representative of the District and, if the employee wishes, a Union representative. The District may charge employees for the cost of copies at the District's public disclosure copy rate for documents contained in the employee's personnel file that have previously been provided to the employee. The employee has the right to attach comments to any disciplinary or evaluation materials included in the file. An employee may request in writing that the Assistant Superintendent of Human Resources remove disciplinary materials from the file after three (3) years.

The District shall reserve the right to maintain any materials which may continue to be deemed relevant. Grievance and/or complaint-related documents submitted by an employee will be placed in grievance/ investigative files.

Section 4.4. Requests for Disclosure.

Public records requests for documents containing sensitive personal information about specific employees shall be handled in accordance with applicable state laws and district policies and procedures. The District will attempt to determine if the employee has consented to the request, and if not, the District will make a reasonable attempt to provide the employee with five (5) business days' notice prior to disclosing documents that the District concludes are subject to disclosure. The District will notify PSE in advance of disclosure of any public records, pursuant to a public records request, that include lists of employees, employee contact information, employee schedules, employee affiliations, personnel evaluations, or employee financial information. This section does not waive the District's immunity under RCW 42.56.060 and does not create a personal contractual claim for wrongful disclosure for failure to provide such notice.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Work Shifts.

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties. The District shall make every reasonable effort to give the employee and the Union prior notice of two (2) calendar weeks of ongoing schedule changes; provided, however, this notice may be waived by the employee. Positions shall be created and/or adjusted in increments of fifteen (15) minutes.

Section 5.1.1.

Members of the bargaining unit shall receive a minimum shift of three and one-half (3½) hours per workday.

Section 5.2. Duty-Free Meal Period.

Employees who work four (4) or more hours shall be allowed a non-paid, duty-free meal period of thirty (30) minutes which commences no less than two (2) hours or more than five (5) hours from the beginning of the shift.

Section 5.3. Rest Periods.

Employees shall be allowed a rest period of not less than ten (10) minutes on the employer's time for each four (4) hours of working time.

Section 5.4. Use of District Facilities.

Nutrition Services employees shall be paid only by the District for any and all work performed in District facilities whether it be performed in the regular breakfast program, regular lunch program, special summer feeding program, environmental education program, banquets, dinners, breakfasts, luncheons, and any and all other functions approved by the Director of Nutrition Services or Administrative Designee and/or Director of Buildings and Grounds related to use of kitchen facilities by the PTSA, Parks Tacoma Summer Feeding Programs, and groups outside the regular school program.

No Nutrition Services employee may be paid by anyone other than the District for performing services in District facilities or in other facilities in connection with District-sponsored activities for which they receive District pay. Such work performed outside the regular working day shall be compensated at the appropriate rate of pay, or if the time is over eight (8) hours per day, or forty (40) hours per week at the overtime rate of pay.

In the event that a kitchen is to be used by outside groups or organizations a nutrition services employee shall be present.

In the event that food is to be prepared for the general public outside of the kitchen assigned hours, a nutrition services employee shall be present. In the event that the kitchen is needed while food is being served a nutrition service employee shall be present.

Celebrations that occur during the kitchen assigned hours are exempt. School district policy will still be followed.

At the request of the Child Nutritionist Manager or Child Nutritionist Satellite Cashier and with the approval of the Director of Nutrition Services or Administrative Designee, extra time or overtime shall be granted for any additional cleanup required.

The cost of consumables, materials or supplies used by outside groups/organizations/partners will be reimbursed by the sponsoring organization to the District.

Section 5.5. Summer Food Service Program (hereinafter "SFSP").

The District Nutrition Services office will send out notification entitled "Intent to Work Summer Child Nutrition Program" no later than April 15 each year to all Nutrition Services employees covered by this Agreement.

Employees who wish to participate SFSP shall make their request to the Director of Nutrition Services or Administrative Designee by May 1 each year.

All Summer Program employees must attend the mandatory summer Nutrition Services program meeting, or a mandatory "make-up" meeting with the District to be eligible for work in this program. Summer trainings will be offered twice in the month of May of each school year.

The District shall require employees to complete the required SFSP trainings before employees select their preferred worksite(s) for the SFSP.

Employees electing not to work or those not on an approved contractual leave authorized by the District will lose their summer seniority date.

Employees who have never worked the SFSP will have their summer program seniority date established on their

actual first day of work in the SFSP. Substitutes who are not regular employees during the school year working the SFSP will not establish seniority whether summer or otherwise (hereinafter referred to as "Non-Regular Employee Summer Subs). Regular employees working during the school year subbing in the SFSP shall be hereinafter referred to as "Regular Employee Summer Subs". Ties in SFSP seniority shall be ranked relative to district-wide seniority (Section 9.6.3.). SFSP seniority does not apply to the regular school year.

All positions will be paid at their regular rate of pay or their appropriate step up pay referenced in Section 13.4 for the positions worked during SFSP.

All job assignments for the SFSP shall be according to ability and SFSP seniority. Modifications in assignments due to program change will be based on ability and SFSP seniority. The District will provide the Union with the rationale for bypassing the seniority of any bargaining unit member for the SFSP. Where ability is equal, SFSP seniority earned in the SFSP shall be the deciding factor. Those employees requesting but not hired for the SFSP shall be used as substitutes on the basis of district-wide seniority. Work shall be assigned and paid on the basis of regular job descriptions.

Once one employee's SFSP assignment ends at a school site, the employee will not have the right to bump another employee out of their SFSP assignment. Once one employee's SFSP assignment ends, the District will assign employees to open positions based on SFSP seniority.

The District must make available open positions to employees who have already completed prior SFSP assignments.

Employees will accrue sick leave at the accrual rate of one (1) hour for every 3.75 hours worked.

The sick leave earned will be added to the employee's accumulated sick leave balance. During the SFSP, regular employees shall have access to all leave provisions, with the exception of extraordinary leave. Use of leave during the SFSP shall be based on the scheduled hours for the day of the leave.

Employees qualifying for WSNA (Washington School Nutrition Association) certification wage recognition salary during the school year shall continue to receive same during the SFSP as well as Promotion Salary Placements (Section 13.4.) and Stop-Pay (Section 13.5.).

Prior to the end of the school year, the District will entertain input from the Union for the upcoming SFSP.

Section 5.6. Overtime/Compensatory (Comp) Time.

All hours worked beyond eight (8) hours per day or forty (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Hours worked on Sunday beyond eight (8) hours per day or forty (40) hours per week will be compensated at double time (2) at the employee's regular rate of pay.

Overtime/Compensatory (Comp) time must be pre-approved by the employee's Director of Nutrition Services or Administrative Designee. Compensatory (comp) time in lieu of overtime must be chosen by the employee and must be pre-approved by the employee's Director of Nutrition Services or Administrative Designee.

If an employee elects to take compensatory (comp) time in lieu of overtime, he/she shall receive straight time for all hours worked under eight hours per day (Monday through Friday), and time and one-half

(1 ½) times their regular rate of pay for all time worked over eight (8) hours per day, or forty (40) hours per week.

Overtime/Compensatory (Comp) Time Accumulation: No employee will be permitted to accumulate more than one hundred (100) hours of compensatory (comp) time. Compensatory (comp) time earned will not be lost. Any overtime required of an employee with one hundred (100) hours of accumulated compensatory (comp) time will be paid at the appropriate rate of pay in accordance with the regular payroll cycle. Every year compensatory (comp) leave balances as of August 31st will be paid off in September at the rate earned during the preceding year. If a compensatory (comp) time balance is not paid by the District or used by the employee before termination of employment, it will be paid as part of the employee's final pay warrant.

Cross Reference: Holiday, Article VI, Section 6.1.1.

Section 5.6.1.
Meetings will be considered hours worked for the purposes of overtime compensation.

Section 5.6.2. Callbacks.
In an emergency, a supervisor may request that an employee be called back to work. For this Section only, the word "emergency" shall be defined as those incidents that arise without advance notice that impact the function of the kitchen or kitchen equipment. A callback is defined as an employee being requested to return to work by their supervisor after being off duty from their regularly scheduled shift for at least thirty (30) minutes. All callbacks will be paid at one and one-half (1½) times the employee's regular pay rate and will be a minimum of two (2) hours.

Section 5.6.3. Extended and Split Shifts.
An extended shift is defined as an opportunity to work a planned extended shift with either no off-duty break or a break of less than thirty (30) minutes.

The extended shift will be paid at the employee's regular pay rate unless the total workday hours exceed eight (8) hours when Section 5.6, Overtime, becomes applicable. A split shift is defined as a schedule where an employee's work hours are broken out into two (2) or more parts, with unpaid time off in between.

The split shift will be paid at the employee's regular pay rate unless the total workday hours exceed eight (8) hours when Section 5.6, Overtime, becomes applicable. The minimum shift for a split shift is one (1) hour.

Section 5.7. Holiday Benefits.
Employees who work more hours than their regular scheduled hours for the five (5) working days prior to a District holiday will earn their holiday benefits based on the higher number of hours worked. When the employee reverts to their regular scheduled position/hours per day their pay for holidays will be adjusted accordingly.

Section 5.8. Comp Time.
The parties will implement a mutually agreed compensatory (comp) time procedure. Compensatory (comp) time must be pre-approved by the employee's manager or their designee. If an employee elects to take compensatory (comp) time in lieu of overtime, they shall receive straight time for all hours worked under eight (8) per day, and time and one-half (1½) times for all time worked over eight (8) hours per day, or forty (40) hours per week.

Section 5.9. Catering.

1. Definition: Catering Events: Events where the Nutrition Services Department has entered into a contract involving preparing and/or serving food that is not part of the regular nutrition services program.

2. Catering events that conflict with the regular hours of operation of the Nutrition Services Department, and conflict with the work hours of Nutrition Services bargaining unit employees shall be assigned as follows:

    a. First, a four-hour per day position will be established as a Catering Specialist. The primary responsibility for this position is to cater staff events that conflict with Nutrition Services' regular operations (events at non-school sites during hours of Nutrition Services operations in the schools or barbeques). In order to fill in the hours of a regular position, the Catering Specialist shall be assigned to buildings with temporary vacancies. In order to accommodate catering assignments, the start and end hours of the position will be flexed as needed.

    b. Secondarily, catering assignments will be filled in the following order:
        1. Catering List Employees unless the event conflicts with their regular assignments.
        2. Retiree-Substitutes, and
        3. Substitutes

3. Each catering event will be assigned to the kitchen in the building in which the event is being held, or the kitchen with appropriate facilities. In the summer, the event may be assigned to a kitchen that is open and has appropriate facilities. If the Child Nutritionist Manager in the designated kitchen chooses to decline responsibility for an event scheduled away from her/his building, it may be assigned to another kitchen.

4. Paragraph one of Section 9.1 of the Collective Bargaining Agreement governs the first level of staffing of catering events: Nutrition Services bargaining unit employees in the kitchen with responsibility for the catering event will have the opportunity to work the event or decline the extra assignment (without penalty).

5. If the catering event requires more staff than the responsible kitchen is able to provide, or staff with experience and skills is not available in the assigned kitchen, the event will be further staffed by using the catering seniority list.

6. Nutrition Services employees who are interested in catering assignments sign up for catering work and this establishes their catering seniority date which creates the catering seniority list. Employees signing up will have the catering seniority date of the date they were added to the list. Annually, in the month of October, the catering list will be opened for employees to sign up.

7. Employees on leave will not be called for assignments but will retain their places on the catering list. Exception: Union presidential responsibilities at the time of a catering event will be excused and the president shall retain their place on the catering seniority list. However, if a specific assignment that requires experience and demonstrated skills are part of a catering

event, the District may assign that work to a Nutrition Services employee on the catering list who has experience and/or demonstrated the necessary skills for that event. The District shall issue a written rationale statement to the Union if a more senior employee is bypassed.

8. If an employee does not accept three (3) consecutive catering assignments when called, her/his name will be moved to the bottoms of the list. If an employee cannot be reached regarding a catering event for two events in a row, then her/his name will be moved to the bottom of the list.

9. If a seniority tiebreaker is needed, the current provision in the CBA will be utilized.

Section 5.10. Cooks' Meetings.

The District shall hold at least five (5) "Cooks' Meetings" in person, or electronically as conditions dictate, every school year. These meetings will address expectations for employees, new guidelines and regulations, lunch menus, food products, issues at each school building, and other items affecting the day-to-day operations of each kitchen.

Section 5.11. Work After the School Year.

Employees may decline the assignment of extra work without penalty if the extra work requires them to work past the end of the school year, during Winter Break, or during Spring Break.

Section 5.12. Inclement Weather.

In the event of an unusual school closure due to inclement weather, inoperative facilities or the like, the District will notify employees to refrain from arriving to work as soon as a decision is reached. Employees who are not notified prior to arriving to work for their scheduled shift, shall receive three and one-half (3½) hours of regular pay. In order to count as "not being notified", employees must update and maintain their current contact information with the District. Employees may use appropriate accrued leave without prior approval to cover any time missed due to unusual school closure.

Section 5.13. School Breakfast Programs (SBP).

All preparation of meals in relation to the District's SBP shall be performed by Nutrition Services. The parties agree that the primary distribution/delivery of meals should be performed by Nutrition Services. The District shall make decisions about breakfast meal delivery after collaborating with Cook Managers. Nothing in this agreement will prevent Nutrition Services employees from requesting overtime as needed in accordance with the CBA and State Law.

The District will work collaboratively with the Union to serve high-need programs (examples include Head Start, ECEAP, preschools, CACFP).

The parties agree that the District will follow state and federal guidelines.

ARTICLE VI

HOLIDAYS AND VACATION

Section 6.1. Holidays.
There shall be a total of fourteen (14) guaranteed paid holidays as follows:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Friday of Spring Break
5. Memorial Day
6. Labor Day
7. Juneteenth
8. Veterans' Day
9. Day before Thanksgiving
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day

Section 6.1.1.
When an employee is required to work on a paid holiday, the employee shall receive regular pay for the hours actually worked in addition to the holiday pay.

Section 6.1.2.
Employees working during the first week of July shall receive Independence Day as a paid holiday.

Section 6.2. Vacation.
Employees with fewer than twenty (20) years of experience with the District shall receive paid vacation at the rate of one (1) hour for every eleven and one-half (11½) hours worked. Employees with twenty (20) years of experience or more with the District shall receive the equivalent of twenty (20) days' vacation calculated at each employee's hours per day. The employees shall receive their vacation pay on their last regular paycheck of the school year. Employees are responsible for any portion of their employee benefits not covered by the Vacation Pay balance.

Section 6.3. Workdays Prior to Breaks.
On student early release days and on the last full workday prior to Thanksgiving, winter or spring break, employees may leave before the shift ends without loss of pay if the Cook Manager confirms that their work is done per instructions from the Director of Nutrition Services or an administrative designee. The Cook Manager will notify the Director of Nutrition Services or an administrative designee of their staff's early departure from the building. In the event the last day of school becomes a full day this language applies.

ARTICLE VII

INSURANCE AND EMPLOYEE PROTECTION

Section 7.1. Staff Protection.
The District shall protect employees by purchasing a standard comprehensive bodily injury and property damage public liability insurance contract in the amount of $1,000,000 per occurrence.

It is further agreed that the Board will not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether

such duties were expressed in the employment contract or implied because of the nature of the employment, whether such duties were performed during the regular duty hours or for the extracurricular activities outside of the regular duty hours.

It is the responsibility of an employee who uses their personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage. The District will pay the cost of additional coverage which transporters must carry, or cover employees while on District business and reimburse employees in a timely manner.

If the parties are unable to implement District provision of insurance coverage, Section 13.5 will be reopened for negotiation.

Section 7.2. Insurance Benefits.
Health insurance will be provided to all eligible employees through the School Employees Benefits Board (SEBB), under the Washington State Healthcare Authority. All parties agree to follow any state laws or regulations falling under the SEBB. If the District creates a committee or workgroup to make recommendations on healthcare options for employees, the Union will be represented on the committee or workgroup.

Section 7.3. Money Transport.
No employee will be required to transport money into or out of the work site.

Section 7.4. Vehicle Damage.
The District will reimburse an employee for slashed tire(s) and/or damage caused to a vehicle due to forced entry or attempted forced entry, as well as other malicious damage or vandalism which occurred in the course of their employment pursuant to the following conditions:

1. A police report must be filed, and a copy of said report must be provided to the Nutrition Services Office within forty-eight (48) hours of the incident.
   The reimbursement shall be subject to a $1,000 maximum reimbursement of actual expenses for each loss.
2. If the employee files a claim to their insurance carrier, the District will coordinate insurance benefits.
3. An employee must submit their claim on a form provided by the District. The claim for reimbursement must be made to the Nutrition Services Office within thirty (30) workdays of the loss or damage, or the claim is waived. The total obligation for reimbursement by the District for all participating bargaining units is $25,000 for each fiscal year.

Section 7.5. Safety.
The District will provide a safe workplace in accordance with the laws, rules and regulations of the State of Washington and all federal laws, rules and regulations.

Section 7.5.1. Rules and Regulation for Emergencies.
Child Nutrition Service employees will enforce applicable rules and regulations and will seek the building staff members and/or emergency responders consistent with building procedures. The District shall provide each Kitchen Manager with a comprehensive list of the appropriate staff member(s) and/or emergency responder(s) referenced in this Section. The District shall provide each Kitchen Manager with a copy of each building's Emergency Preparedness Procedure.

ARTICLE VIII

LEAVES

Section 8.1. Leaves With Pay.

Section 8.1.1. Sick Leave.

At the beginning of each fiscal year, regular full-year employees will be credited with ten (10) days of sick leave or the appropriate proration. Sick leave may be used for absences caused by illness, injury, and disabilities, including those caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, or illness, injuries or disabilities of family members covered by the State Family Care Act, RCW 49.12.265-295, including domestic partners of any employee as defined per Washington State Law (RCW 26.60.030) as of 2018. Any employee claiming benefits for more than five (5) consecutive days from accumulated sick leave shall submit a medical report on the sixth school day of illness and every thirty (30) calendar days thereafter while the illness persists. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived. An employee who demonstrates a sudden change in or an irregular pattern of attendance may be required to submit an initial medical report and follow-up reports.

In addition, sick leave shall apply to emergencies for up to three (3) days per year. The District may authorize additional sick leave days for emergency use. Provided, however, at the District's discretion, additional emergency leave days may be approved on a case by case basis.

The following conditions apply to emergencies:

1. The problem has been suddenly precipitated.
2. Preplanning is not possible.
3. Preplanning cannot relieve the necessity for the employee's absence.
4. The problem is not minor or of mere convenience, but of a serious nature.
5. Auto trouble shall not be considered an emergency except in case of an accident.

The unused portion of such allowance shall accumulate from year to year in accordance with current state law and District policy.

Employees who resign from the District and are subsequently reemployed by the District shall retain the number of accumulated sick leave held at the time of resignation from the District provided that they have not been used while employed by another public agency or paid out.

Employees who are unable to report for work at the beginning of the school year shall be paid their regular salary until all accumulated sick leave is exhausted. This excludes new employees hired after the end of the previous school year.

Section 8.1.2. Leave Sharing.

Nutrition service employees may participate in the District's leave-sharing program, as provided in RCW 28A.400.380 and 41.04.650-665, and as outlined in the District Regulation 5400.1R, which includes obtaining and donating leave when eligible.

Section 8.2. Sick Leave Buyback.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from District employment due to retirement, eligible resignation pursuant to RCW 28A.400.210, or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

Annually, the Union shall conduct an election to determine whether the employees will participate in a VEBA III plan for cash-out of sick leave or retirement cash-out of vacation leave.

Section 8.3. Workers' Compensation (Industrial Insurance).

Employees are eligible to apply for Workers' Compensation benefits as allowed by law:

The District shall provide information to employees about the benefits available under Workers' Compensation on its website (Hub) on the Human Resources page.

1. Any injuries received while at work must be reported to the Nutrition Service office with the full history of the case on the appropriate form(s), as they are covered by the State Workers' Compensation Law and are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.

2. The District will automatically allocate accrued sick leave for the working days contained in the first three (3) calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave.

   For absences extending beyond three (3) calendar days, Payroll will automatically implement sick leave balancing to make total pay equal to regular pay when workers' compensation pay is added to allocated sick leave. In addition, when sick leave has been exhausted, an employee may request in writing to use vacation pay balancing. An employee may request in writing at any time that sick leave not be used in order to make total pay equal to regular pay. Sick leave and vacation leave cannot be "bought back." Once this plan has been put into effect, it cannot be changed.

   The intent is to enable the employee to draw full pay, but not more than full pay, during an absence due to injury on the job.

3. While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The District's obligation to an employee for accrual of these

fringes terminates at the end of twelve (12) calendar months.

4. The District will continue to pay its share of the employee's health insurance subsidy each month provided that the employee furnishes their share to the Finance office each month. The District Finance office will mail or otherwise provide employees in this category with a self-pay invoice with instructions.

5. At the end of one (1) calendar year from the date of the injury, the following applies:

    a. An employee who is not authorized to report back to work may request a leave of absence in writing pursuant to the Other Leaves section of this Agreement.

    b. The leave request is subject to Board approval at its discretion.

    c. Said employee will be paid for all unused vacation pay earned.

    d. If said employee returns to active employment status with the District, their remaining sick leave balance will be reinstated in accordance with District policy and state law.

    e. Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for their own medical insurance coverage, if desired.

Section 8.4. Bereavement Leave.

The District will allow up to five (5) days of paid bereavement leave at the time of death of any relative residing in the employee's household and/or the following family members, which include step-relationships:

a. Spouse and parents thereof;
b. Sons and daughters and spouses thereof;
c. Parents and spouses thereof;
d. Brothers and sisters and spouses thereof;
e. Grandparents and grandchildren and spouses thereof;
f. Domestic partner and parents thereof, including domestic partners of any individual in (b) through (e) of this definition as defined per Washington State Law (RCW 26.60.030) as of 2018.
g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship as approved by the Assistant Superintendent of Human Resources.

The District will allow three (3) days of paid bereavement leave for attendance at the funeral for an aunt, uncle, nephew or niece. Extensions or exceptions may be granted by the Assistant Superintendent, Human Resources, in extenuating circumstances. Bereavement leave is non-cumulative and is not taken from sick leave.

Section 8.5. Family Leave.

Employees shall be granted a leave of absence with pay of not more than three (3) days during a year, when such absence is to take care of the following family members which necessitates the presence of the employee, which include step-relationships:

a. Spouse and parents thereof;
b. Sons and daughters and spouses thereof;

c. Parents and spouses thereof;
d. Brothers and sisters and spouses thereof;
e. Grandparents and grandchildren and spouses thereof;
f. Domestic partner and parents thereof, including domestic partners of any individual in (b) through (e) of this definition as defined per Washington State Law (RCW 26.60.030) as of 2018.
g. Any individual related by blood or any relative residing in the employee's household.

Such leave is noncumulative and is not to be taken from sick leave.

Section 8.5.1.
The District and the Union agree to comply with the provisions of the federal Family and Medical Leave Act of 1993, the state Family Leave Act, Ch. 49.78 RCW, and the Family Care Act, RCW 49.12.265-295, except that any provisions of the Agreement, or District policies and procedures that provide benefits and protections beyond those of the Act shall continue in full force and effect.

Section 8.6. Personal Leave.
Personal leave will be granted for up to two (2) days per year and is accumulative to a total of six (6) days. The following conditions apply to extraordinary leave:

- Leave may not be used to extend a holiday, break period, or during the first or last five (5) days of the student school year.
- Leave may not be used for political purposes or en masse meetings/activities. Personal leave is not deducted from sick leave.

Section 8.7. Military Service: National Guard and Reserve Annual Training and Duty Leave.
1. Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060.
2. Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-workdays.
3. When military leave is granted, the employee shall receive their regular pay from the District.

Section 8.8. Jury Duty and Subpoena Leave.
Leaves of absence with pay are allowed for jury duty. Any compensation received for jury duty performed on workdays should be reported to Payroll and will be deducted from the employee's salary.

Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment, or a civil action against the District.

Leaves under this section are only for the portion of the day when attendance is required. An employee must report back to work if there will be more than one (1) hour of work remaining (at the time of arrival) unless excused by the Nutrition Services Director or an Administrative Designee due to extenuating circumstances.

Jury Duty and Subpoena Leave are not deducted from sick leave.

Section 8.9. Leave Without Pay.
1. Parental and Adoption Leave

a. An employee should notify the Human Resources Department by the end of the fourth month of pregnancy to assist Human Resources in planning for replacement. Parental leave shall apply to male and female employees and begin at a time determined suitable by the employee and the personal physician after consultation with the Human Resources Department or designee. Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance of the program.

b. A parental leave of absence for up to one (1) year without pay may be granted by the District to an employee for the purpose of childbearing and/or child rearing.

c. An employee who is legally adopting a child six (6) years or younger may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee on parental leave for adoption may return to the first available vacancy for which he or she is qualified.

d. Parental leave shall not extend beyond eighteen (18) months of the date on which the child was born or adopted. Parental leave may be shared by the parents if it does not exceed the amount available under the contract.

e. An employee returning from taking maternity/parental leave shall be assigned to the same position or a similar open position held at the time the leave commenced, unless the position no longer exists, in which case the employee shall be treated in accordance with the seniority and layoff provisions of this Agreement.

f. As now or hereafter amended, the District will comply with legislated provisions of the Family Medical Leave Act (FMLA) and grant leave to employees who meet the federal guidelines in accordance with the statutes. Questions regarding the specifics of qualification for leave consideration should be addressed to the Human Resource Office.

2. Political Leave

Upon request, employees may be granted Political Leave in accordance with the following provisions:

a. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for an employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave. With three (3) weeks' notice, one (1) or more employees may be granted leave to serve as a PSE legislative intern, provided that the total leave time use by the bargaining unit employees does not exceed eighty (80) hours in any one year. The State Office of PSE will reimburse the District for the employee's wage for time served during their internship.

b. If the employee is elected to office, the Board may return the employee to the same or mutually agreed upon position until such time that employee's elected term of office necessitates leaving active work. Any employee may hold a political office and continue as an employee as long as it does not interfere with their assignment.

c. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year.

d. At the conclusion of Political Leave, the employee will be given the same consideration for returning to position of last assignment. It will be assumed that the employee wishes to return to the position of last assignment unless the employee notifies the Superintendent in writing, within three (3) weeks prior to the expiration of leave. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. Political leaves may be granted for one (1) year or a fraction of a year. Upon return from this type of leave, the employee may be returned to the same position. If political leave is extended beyond one (1) year, the person's right to return to their original position cannot be guaranteed.

3. Military Service (Active Duty) Leave

An employee who volunteers or is inducted or is recalled into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years. If an employee requests reemployment within ninety (90) days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service, the employee shall be reinstated and restored, as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay. Provided that the employer need not reemploy such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest for the employer to do so; provided further, that this section shall not apply to a temporary position.

If a person is not qualified for their previous position as a result of disability sustained during service but is nevertheless qualified to perform the duties of another position, under the control of the District, employee shall be reemployed in such other position; provided, that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.

4. Other Leaves

a. Leaves of absence without pay may be granted to an employee for the purpose of recuperation from illness or injury if recommended by the employee's personal physician not to exceed one (1) calendar year.

b. The District may grant leave without pay not to exceed one (1) calendar year for a specific purpose with the recommendation of the Superintendent/or designee.

c. Leaves of absence without pay may be renewed for a second calendar year. If the leave extends beyond one year, reinstatement shall be to a comparable position subject to availability.

Section 8.10. Washington Paid Family and Medical Leave (PFML).

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

- The District shall provide information to employees about the benefits available under PFML on its website (Hub) on the Human Resources page.

ARTICLE IX

PROBATION, SENIORITY, TRANSFER AND LAYOFF

Section 9.1. Overtime, Step-Up and Kitchen Hour Assignments.
The District will endeavor to obtain a qualified Nutrition Services employee for overtime work. As such, the District will ask employees at the school pursuant to seniority. If no one volunteers for the overtime work, the District will assign the work to the least senior qualified employee at that school.

Temporary vacancies or absences will be filled, if feasible, by employees from within the kitchen, "stepping up". On the eleventh (11th) consecutive workday, a stepped-up employee shall receive leave accrual based on the step-up scheduled hours the employee has worked.

Child Nutritionist Managers shall have the discretion to assign step-ups in their respective kitchens provided such assignments shall not be capricious or arbitrary. Order of step-ups will be assigned as follows: Assistant Cook, Cashier, and Helpers will get assigned at discretion of the Cook Manager.

Prior to the final decision to place additional employees or hours being added to a kitchen, the Director of Nutrition Services or an administrative designee will consult with the Union. Consideration will be given to restoring hours or adding additional hours to existing employees in the kitchen before additional employees are assigned to the kitchen.

Section 9.2. Seniority.
Seniority, according to this Agreement, shall be the continuous service with the District as a Nutrition Services employee. There shall be no kitchen seniority for helpers except for transfers and promotions.

An employee's seniority is established after completing three (3) months of continuous employment with the District and is retroactively effective to the day of hire as a regular employee. An employee's seniority shall not be lost because of absence due to illness, authorized leaves of absence, or temporary layoff.

The total bargaining unit seniority list will be brought up to date and posted monthly by the fifteenth (15th) of each calendar month.

The Summer Food Service Program seniority list will be brought up to date and posted by the fifteenth (15th) of each calendar month.

The Catering Program seniority list will be brought up to date and posted by the fifteenth (15th) of each calendar month.

The District will make available online, a copy of each list for every employee and will provide a copy to the Union Chapter President and membership@pseofwa.org by the dates listed above.

Section 9.2.1. Seniority Transfer.
In transfer situations "transfer seniority" shall be time of service within the same job title classification of a position available for bid. Employees who change job title classifications shall lose their "transfer seniority", except in the case of an employee that is transferred to their prior job title classification within the first thirty (30) days of a promotion, in accordance with Section 9.6. of the Agreement.

Section 9.3. Job Posting, Transfer, Promotion and Selection of External Candidates.

Job Postings: All new positions and/or vacancies will be posted on the District's website and open for a period of a minimum five (5) business days. Notification of new opportunities will be delivered in the following ways:

a. Nutrition Services will email opening announcements to all Nutrition Services staff.
b. Each posting will include specific job title, specific building locations, specific open and targeted closing dates, scheduled hours and FTE.

All vacancies shall be posted within ten (10) working days after the position has been vacated or the Union notified of why the position will not be posted. Postings with zero qualified candidates not filled within ten (10) working days following the posting's closing date shall be reposted. Postings with candidates including permanent employees, substitutes, and external applicants will be reposted when the pool of qualified candidates has been exhausted. A list of internal candidates will be provided to the Union President and PSE Field Representative.

The District will make available a current copy of the job description for each job title in the Nutrition Services classification. The job description will include the minimum qualifications for the job classification. Detailed task lists will typically be provided for each position.

Applicants for open positions shall be administered by the Human Resources Department. Final selection will be made by the Director of Nutrition Services or Administrative Designee and may include input from the Cook Manager or Satellite Cashier.

All employees interested in transferring within like job title classification or a promotion opportunity between classifications must complete the online application process on the District website. Cook Managers, Satellite Cashiers, Assistant Cooks, and Cashiers will be required to pass a job-related test prior to being awarded a position.

Section 9.3.1 - Transfer between Job Title Classification

- Employees wishing to transfer must have successfully completed their initial trial period.
- Selection of a candidate to fill a vacant position by transfer will be by seniority within that job title classification with the most senior selected.
- Any Child Nutritionist Elementary Cook Manager position(s) not filled as a transfer shall be considered a transfer for employees currently working as Child Nutritionist Satellite Cashiers, that have completed three (3) consecutive years in that job title classification with the most senior selected, prior to opening the position to the entire bargaining unit.

Section 9.3.2 - Trial Period for Transfers

Before an employee is permanently transferred to a position, the employee must serve a trial period to determine if the employee will be successful in the new position, provided, however, that the Director of Nutrition Services or administrative designee has the discretion to return an employee back to their prior position prior to the conclusion of the trial period. An individual employee may choose to work less than a ten (10) working day trial period in a new position and return to their previous assignment. For employees that are not on a plan of improvement and have worked as a regular employee in the same job title classification for at least ninety (90) working days, the trial period will be ten (10) working days; whereas employees on a plan of improvement or those that have worked less than ninety

(90) working days in the same job title classification shall be subject a mandatory thirty (30) day trial period, provided that such employees may exercise their right in the immediately preceding sentence to return to the previous assignment prior to the tenth (10th) working day in a new position. Prior to the conclusion of the trial period the Cook Manager/Satellite Cashier may recommend to the Director if the employee serving the trial period shall either return to the prior position or continue in the position. If the Director or Administrative Designee overrules the recommendation of the Cook Manager/Satellite Cashier, they shall issue a written rationale statement to the Cook Manager/Satellite Cashier of the kitchen. All vacancies not filled as a result of a transfer will be considered a promotion and will be filled according to bargaining unit seniority.

Section 9.3.3 - Trial Period for Promotions

Before an employee is permanently promoted to a position, the employee must serve a mandatory trial period of no less than thirty (30) working days to determine if the employee will be successful in the new position, provided, however, that the Director of Nutrition Services or Administrative Designee has the discretion to return an employee back to their prior position prior to the conclusion of the thirty (30) day trial period. After the employee has worked in the new position for no less than ten (10) working days nor more than thirty (30) working days, the Cook Manager/Satellite Cashier may recommend to the Director if employee serving the trial period shall either return to the prior position or continue in the position. If the Director or Administrative Designee overrules the recommendation of the Cook Manager/Satellite Cashier, the Director shall issue a written rationale statement to the Cook Manager/Satellite Cashier of the kitchen. An individual employee may choose to return to their previous assignment at any time during the thirty (30) working day bid trial.

In the event a grievance is timely filed on a job bid, the bid position will be held open until the resolution of the grievance. If the position has been filled prior to the filing of grievance, the assignment will be considered temporary. The appropriate wages and benefits of that position will be paid until the grievance is resolved. If the grievance is not granted, the temporary incumbent shall be awarded the position with their seniority thirty (30) days from the date the temporary assignment started. Nutrition Services shall notify the Union President when an employee has successfully completed a trial period. Nutrition Services shall notify the Union President when an employee serving a trial period returns to their prior position.

Section 9.3.4 - Selection of External Candidates

Any position not filled as a result of a transfer or promotion shall be filled with external applicants, including substitute employees. Substitutes will be given first consideration over other external applicants. Nutrition Services will notify each kitchen and the Union President of successful applicants within five (5) working days of the position being filled.

Section 9.3.5 - Trial Period for Substitutes and External Candidates

Substitutes and External Candidates must complete a mandatory trial period of no less than thirty (30) days to determine if the employee will be successful in the new position. Prior to the conclusion of the trial period, the Cook Manager/Satellite Cashier may recommend to the Director if the employee that is serving the trial period is successful/unsuccessful and provide input concerning the employee's performance to the Director of Nutrition Services or their designee. If a substitute is unsuccessful, they will revert to their current position as a substitute. If an External Candidate is unsuccessful, they will be offered a substitute position. The District will provide each new employee up to three (3) days of training.

Section 9.4. Extension of Assignments.

In the event time is added or restored to an employee's scheduled assignment, the new assignment will be

confirmed within twenty (20) working days and the employee's salary and benefits are retroactive to the employee's first day in the new assignment.

Section 9.5. Displacements.
The District may fill vacant positions by assigning displaced employees. An employee may become displaced either through school closure or program modification. Each kitchen and the Union shall be notified by District email five (5) days in advance when any vacant position is to be filled by an assignment instead of by job posting. The Union shall receive the reasons for such action in writing from the Director of Nutrition Services, Assistant Director of Nutrition Services or Human Resources. Any employee, with seniority greater than the displaced employee, who wishes to be considered for the vacant position may submit their interest in writing within five (5) working days of the notification of the assignment.

Section 9.6. Transfer, Promotion and Layoff Seniority Tie Breaker.
Ties in seniority i.e. having the same hire date (transfer seniority in cases of transfers or District seniority in cases of promotions or layoffs) will be broken by drawing names with the first name drawn being most senior and so forth until all the names are drawn. A union officer, and the employee(s) so affected will be informed in a timely manner of a mutually agreed upon the date, time, and location of the drawing of the names which will be held following the employee(s) normal work shift.

Section 9.7. Reduction In Hours.
A reduction in thirty (30) or more minutes a day of regular hours of employment, during a two (2) school year period or a reduction below four (4) hours a day, shall be addressed in the same manner as a layoff pursuant to Section 9.8. An employee may exercise this right by notifying the Director of Nutrition Services or Administrative Designee.

Section 9.8. Layoffs.
When the District determines to reduce the work force, seniority shall be the determining factor. In the event of layoff, an employee with greater seniority may bump the least senior employee, holding a position or unfilled position(s) that is within fifteen (15) minutes of the position held at the time of layoff, in the same job title classification or, at the employee's option, the least senior employee in any lower job title classification. Job title classification shall mean the classifications on the Nutrition Services Salary Schedule. Ties shall be broken in accordance with Section 9.6.

Each employee who is laid off during the school year shall be given at least two (2) weeks' notice.
Names shall remain on the re-employment list for a two (2) school year period. The Union will be provided with a copy of the re-employment list. Employees on temporary layoffs will be given preference for Nutrition Services substitute work over non-regular employee substitutes.

ARTICLE X

DISCIPLINE AND DISCHARGE

Section 10.1.
An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for just cause. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand or suspension (paid/unpaid), or termination as appropriate to the infraction. The employee will receive a copy of any written reprimand. The extent of any disciplinary action will be in keeping with the seriousness of the

infraction.

The District will take any and all measures to ensure that the employee(s) are not retaliated against as a result of a disciplinary action.

An employee who may be subject to discipline shall be entitled to have a representative of the Union present during any meeting conducted by the District. A date and time will be mutually scheduled by the parties to conduct the disciplinary meeting.

If a Director of Nutrition Services or Administrative Designee has reason to reprimand an employee, it shall not be done in front of other uninvolved employees, students or the public. If appropriate, as determined by the Director of Nutrition Services or Administrative Designee, anger management training or a dispute resolution or mediation may be required prior to the imposition of discipline.

Prior to suspension without pay or termination, the employee shall be given advanced notice of the action, which includes a statement of the reasons for the action; and the employee or their designated representative shall have the right to respond to the authority imposing the discipline, either orally or in writing prior to the effective date of the discipline.

Should the Union present a grievance in connection with a dismissal or demotion within thirty (30) days of such dismissal or demotion to the Board, the dismissal or demotion may be reviewed under the terms of the grievance procedure starting with Level Three.

Section 10.1.1. Involuntary/Disciplinary Transfer.
The District may involuntary transfer an employee once during their term of employment as part of a disciplinary action, and loss of pay may occur only when included and spelled out in the disciplinary action. The employee's failure to be successful at the new work site will result in further appropriate discipline, including, but not limited to termination.

Section 10.2. Drug and Alcohol Testing.
Drug and alcohol testing shall be in accordance with District Policy 5201, which can be found on the District website.

Section 10.3. Absenteeism and Tardiness.
When habitual absenteeism and tardiness cause disruption to the normal operations of Nutrition Services, or the absences and tardiness represent a pattern of abuse, the following will occur:

The Director of Nutrition Services or Administrative Designee shall notify the employee and offer support and coaching regarding the employee's attendance and tardiness. Such coaching will include referrals to appropriate support services as applicable. The employee will be reminded of the appropriate use of leave as well as start and end times of their workday.

If the pattern of absenteeism or tardiness continues, the Director of Nutrition Services or Administrative Designee will meet with the employee, and the employee will have a right to Union representation at their request. The employee will be informed that attendance and/or timely work arrival is an essential function of employment. Employees may be directed to provide medical documentation supporting the absence as applicable.
If the pattern of absenteeism or tardiness continues, a meeting will be held with the employee, union representative, Director of Nutrition Services or Administrative Designee, and a Human Resources

representative to initiate discipline in accordance with Section 10.1. of the Collective Bargaining Agreement. Employees who have no appropriate leave to use must seek pre-approval from the Assistant Superintendent, Human Resources for use of leave without pay. Requests will be evaluated on a case-by-case basis.

ARTICLE XI

UNION MEMBERSHIP

Section 11.1. Regular Dues Check Off.
The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received upon the processing of payroll as reasonable. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form will accompany the payment every month and include membership status changes.

Section 11.2. Authorizations and Revocations.
An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to Public School Employees of Washington.

Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts to Public School Employees of Washington.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington in accordance with the terms and conditions of the authorization.

Revocations will not be accepted by the employer if the authorization is not obtained by the employee to Public School Employees of Washington. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 11.3. Member Lists.
The Employer will provide PSE a monthly bargaining unit list transmitted electronically to the Union President, the Field Representative, the Membership Engagement Specialist, and membership@pseofwa.org by the 15th of the month.

Included will be those who are hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type (including retirement), and those added or deleted from the bargaining unit.
All should contain each bargaining unit employee's: name; employee number; classification; job title; work

location; personal phone number; address; work and personal e-mail address; hourly rate of pay; hours worked; FTE, gross pay; union dues paid.

Section 11.4. Local Dues.
Local chapter #610 union dues shall be deducted from the employee's paycheck each pay period and payable directly to the local PSE/SEIU chapter.

Section 11.5.
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment (COPE), and shall transmit the same to the Union Section 11.6 (Hold Harmless section) of the Agreement shall apply to these deductions.

Section 11.6. Hold Harmless.
The Union will indemnify, defend, and hold the District harmless (suits by the District excepted) against any claims, suits, orders, and/or judgments against the District which arise as a result of action taken or not taken by the District at the request of PSE to this section. However, the Union shall be authorized to defend such suit through an attorney of the Union's own choosing.

Section 11.7. New Employee Presentation.
The Employer will provide PSE 1948 no less than thirty (30) minutes to make a presentation to each new employee within thirty (30) days of the new employee's hire date. Employer representatives shall not be present during PSE's presentation. PSE 1948 shall have the right to distribute materials, such as PSE 1948 new hire packets, at the presentation. The employer will provide advanced notice before each New Employee Orientation to the PSE 1948 Chapter President and Member Engagement Specialist. The Employer will provide PSE 1948 Representatives union release time to attend the New Employee Orientation per Section 3.3.

Section 11.8. Association Membership.
Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, maintain membership in the Association in good standing unless membership is revoked through contact with the Association in writing.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1. Grievance Procedure.
A grievance is a claim by an employee or the Union that there has been a violation, misinterpretation or misapplications of any provision of this Agreement which may be processed as herein provided.

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits may be extended after request of either party.

Definition of Days: For the purposes of this article, days mean "Tacoma School District business days."

Section 12.2. LEVEL I: Verbal Step - Director of Nutrition Services or Administrative.
An aggrieved employee shall discuss the grievance informally within fifteen (15) days (Section 12.7.5) with the Director of Nutrition Services, or designee. Every effort shall be made to resolve the grievance in an informal manner.

Section 12.3. LEVEL II: Written Step - Director of Nutrition Services or Administrative.
If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director of Nutrition Services or administrative designee within fifteen (15) Tacoma School District business days. Within ten (10) Tacoma School District business days after receiving the written grievance, the Director of Nutrition Services or administrative designee shall schedule a meeting at a mutually agreeable date/time/place with the aggrieved employee(s), their PSE/SEIU local chapter and/or field representative and the Director of Nutrition Services or administrative designee.

The grievance must contain the following information:

A. The facts forming the basis of the grievance;
B. The provisions of the Agreement allegedly violated;
C. The remedy sought.

Within five (5) Tacoma School District business days after the meeting of the parties is held, the Administrator shall render a written decision and present it to the grievant(s).

If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) Tacoma School District business days after the meeting with the Manager of Nutrition Services, or designated representative(s), the employee may file a Level III grievance.

Section 12.4. LEVEL III: Written Step - Director of Labor Relations.
Within ten (10) Tacoma School District business days after receiving the written grievance, the Director of Labor Relations shall schedule a meeting at a mutually agreeable date/time/place with the aggrieved employee and their PSE representative in an effort to resolve the grievance.

If a Level III grievance is not filed in writing within ten (10) Tacoma School District business days after a Level II decision has been received in writing, then the grievance shall be waived.

If the aggrieved employee is not satisfied with the disposition of the grievance at Level III or if no decision has been rendered within five (5) Tacoma School District business days after the meeting with the Director of Labor Relations, the employee may file a Level IV grievance.

Section 12.5. LEVEL IV: Written Step - Superintendent or Designee.
If the aggrieved employee is not satisfied with the disposition of the grievance at Level III, the grievant may, within five (5) Tacoma School District business days after the receipt of the decision is received, submit the grievance to the Superintendent, or designee with a copy to the Director of Nutrition Services or Administrative Designee.

Within ten (10) Tacoma School District business days after receiving the written grievance, the Superintendent, or designee shall schedule a meeting at a mutually agreeable date/time/place with the aggrieved employee(s) and their PSE/SEIU local chapter and/or PSE/SEIU field Representative. Within five (5) Tacoma School District business days after the meeting of the parties is held, the Assistant Superintendent of Human Resources or designee shall render a written decision and present it to the grievant(s).

If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Level IV, or if no decision has been rendered within ten (10) bargaining unit work days after the meeting with the Superintendent or designee and the employee(s) and their PSE/SEIU representative, the employee may request PSE/SEIU file a Level V grievance step/Arbitration.

Section 12.6. LEVEL V: Arbitration - Written Step.

Section 12.6.1.
The Union may, within fifteen (15) Tacoma School District business days after the receipt of the response, submit the grievance to arbitration by so notifying the Superintendent in writing.

Section 12.6.2.
The Union shall request a list of at least seven (7) arbitrators from the American Arbitration Association (AAA), Voluntary Rules and Procedures. The District and the Union will select an arbitrator by alternately striking names from the list until an arbitrator is determined.

Section 12.6.3.
The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.

Section 12.6.4.
The arbitrator's findings shall be submitted in writing as soon as possible to the District and to the Union and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties. The arbitrator shall confer promptly with the representatives of the District and the Union, review the record of prior meetings and hold such further hearings as deemed necessary.

Section 12.6.5.
Any costs for the services of the arbitrator shall be shared equally by the District and the Union. Each side will bear its own attorneys' fees and costs.

Section 12.6.6.
Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Union mutually agree to other arrangements in reaching a settlement to the grievance.

Section 12.7. Supplemental Conditions.

Section 12.7.1.
At each step of the procedure for adjusting grievances, the employee may be accompanied by a designated representative(s) of the Union. Any person(s) who might contribute to resolution of the grievance may be requested by the employee or the designated representative.

Section 12.7.2.
Exclusive representation for a grievant shall be through the Union, except for an employee who may elect self-representation.

Section 12.7.3.
There shall be no reprisal by the Union, the District or its employees by reason of the involvement of any person in the grievance procedure.

Section 12.7.4.
Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.

Section 12.7.5.
If a formal grievance is not filed within thirty (30) Tacoma School District business days of the act or when the employee could have reasonably known of the condition on which the grievance is based, then the grievance shall be waived.

Section 12.7.6.
A grievance may be lodged by the Union.

Section 12.7.7.
Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level II of the grievance procedure. A copy of the grievance shall be provided the Director of Nutrition Services or Administrative Designee.

ARTICLE XIII

SALARIES, WAGES AND EMPLOYEE COMPENSATION

Section 13.1. Wage Schedule
The Nutrition Services basic wage schedule is as shown on Schedule A of this Agreement, attached hereto and made a part hereof. It will be provided by the employer on September 1st annually to Nutrition Services.

- 2026-2027: Wage Percentage Across the Board Increase one percent (1.0%) plus Implicit Price Deflator (IPD).
- 2027-2028: Wage Percentage Across the Board Increase one percent (1.0%) plus Implicit Price Deflator (IPD).
- 2028-2029: Wage Percentage Across the Board Increase one percent (1.0%) plus Implicit Price Deflator (IPD).
- 2029-2030: Wage Opener (parties agree to a wage opener prior to the start of the 2029 school year to bargain wages).

- SNA Certification – Level 1: Sixty cents ($0.60) per hour
- SNA Certification – Level 2: Two Dollars ($2.00) per hour

Longevity:

- Employees starting their fifteenth (15th) year of service shall receive an additional eighty cents ($.80) per hour.

- Employees starting their twentieth (20th) year of service shall receive an additional forty cents ($0.40) for a total of one dollar and twenty cents ($1.20) per hour.

- Employees starting their twenty-fifth (25th) year of service shall receive an additional forty cents ($0.40) for a total of one dollar and sixty cents ($1.60) per hour.

- Employees starting their thirtieth (30th) year of service shall receive an additional forty cents ($0.40) for a total of two dollars ($2.00) per hour.

- Child Nutritionist Cook Manager who prepares food for additional kitchens (satellites) will receive twenty cents ($0.20) per satellite per hour.

Employees shall have their pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.

Substitutes shall be paid at 95% of Step 2 of the Nutritionist Helper Rate.

Tacoma School District Nutrition Services retirees who work for the District in the capacity as a Food Service Substitute will be compensated at the Child Nutritionist Satellite Cashier Step 2 wage rate shown on Schedule A.

Section 13.1.1.

Competitive Food Sales: A competitive food sale, through vending machines or otherwise, in the school is deemed to be any sale of food or beverage items from which the profits are not deposited to the account of the school's nonprofit program. Only those competitive food sales shall be allowed if they meet all of the requirements as set forth under Regulation 6700 (Student Food Services). Continued violations by a school of regulation 6700 (Student Food Services) (Competitive Food Sales) may result in sanctions on ASB sales imposed by the Superintendent.

Competitive food sales shall not be permitted to operate at any school site thirty minutes before and after breakfast and lunch periods, and during breakfast and lunch periods. Any food sales by another group other than Nutrition Services of an occasional nature must have the prior approval of the principal, lead child nutrition employee and the Nutrition Services Department.

Vending machines that sell water, milk and juice to students may remain on at school sites throughout the school day. Vending machines that sell soda pop shall be turned off during the school day.

Section 13.1.2.

The District and the Union shall establish a Competitive Sales Task Force to address the relationship between District programs and curricula and competitive sales. The Task Force shall have up to four (4) District and four (4) Union representatives. Meetings shall be held at least once per semester, or more frequently if needed, and will be scheduled during the Union's representatives' workday. Time for the meetings may be deducted from the union release hours provided in Section 3.3 and 3.4 of the Agreement. The work of the Task Force will be coordinated with other District activities related to student nutrition, career and technical education curriculum, and the associated student body programs.

The Task Force may recommend additions or deletions of food products from District programs. Members of the Task Force are not permitted to alter the Agreement. In the event the Union is

unsatisfied with the District's response to Task Force recommendations, the Union may call for reopening of negotiations on this section.

Section 13.2. Service Increment.
An employee will be advanced one service increment on the salary schedule for ninety-eight (98) or more regular workdays and/or paid days pursuant to the annual work schedule, effective September 1 of the subsequent new school year.

Section 13.3. Meeting Pay.
When employees are required by the District to attend meetings, they shall receive their regular rate of pay while in attendance at the meetings.

Section 13.4. Promotion Salary Placements.
An employee who is promoted shall be placed on the step in the higher classification which results in a salary increase of at least one dollar ($1.00) per hour.

Section 13.4.1 Step Up.
An employee who is assigned temporary step-up work in a classification that pays higher than the employee's regular classification shall receive an increase of two dollars ($2.00) per hour for one (1) category step-up, an additional one dollar ($1.00) per hour for stepping up two (2) categories, and an additional fifty cents ($0.50) per hour for stepping up three (3) categories.

Job Title	Each	Total	Helper	Support Specialist	Satellite Cashier	Assistant Cook	Cook Manager - ES
1 Step Up	$2.00	$2.00	Assistant Cook Satellite Cashier Support Specialist	Cook Manager Elementary	Cook Manager Elementary	Cook Manager Elementary	Cook Manager Secondary
2 Step Up	$1.00	$3.00	Cook Manager Elementary	Cook Manager Secondary	Cook Manager Secondary	Cook Manager Secondary	
3 Step Up	$0.50	$3.50	Cook Manager Secondary				

Section 13.5. Stop Pay.
Employees shall receive five dollars ($5.00) for one (1) stop, and five dollars and fifty cents ($5.50) for two (2), and six dollars ($6.00) for three (3) stops each day in addition to travel allowance for the use of a privately owned vehicle when transporting food to another school.

In the event an employee has additional stops they will be paid an additional fifty cents ($0.50) per stop. Travel shall be paid at the rate established by the Internal Revenue Service for official business travel in a private vehicle. An annual reimbursement not to exceed one hundred twenty-five dollars ($125) at a commercial vendor chosen by the employee will be made to the employee for the cost of detailing and sanitizing the employee's vehicle used while transporting District food products.

In lieu of detailing/sanitizing the employee may utilize the annual reimbursement of one hundred twenty-five dollars ($125) to be reimbursed for the cost of a floor liner or mat for the employee's vehicle used for transporting District food products.

Section 13.6. Travel Allowance.

1. Employees approved by the District to use their private vehicle to travel on school business shall be compensated at the actual IRS rate.
2. Travel from home to work and from work or last place of call to home is not reimbursable.

Section 13.7. Payroll Deductions.

The District will deduct semi-monthly authorized union dues, medical and employee directed voluntary deductions from the employee's paycheck. Upon appropriate written authorization from the employee, the District shall deduct from the employee's salary and make appropriate remittance on a direct deposit basis to a district authorized financial institution.

Section 13.8. Preparation Day.

There shall be at least one (1) scheduled workday for preparation prior to the start of the student school year. Employees may leave before the shift ends without loss of pay if the Cook Manager confirms that their work is done per instructions from the Director of Nutrition Services or an Administrative Designee. Cook Manager will notify the Director of Nutrition Services or an Administrative Designee of their staff's early departure from the building.

Section 13.9. Standard of Dress and Uniform Stipend.

The following standard of dress shall apply to all regular nutrition service employees covered by this Agreement.

1. Pants: White or solid color pants, slacks, or capri pants made of heavy material or denim. The following pant types are not permitted: pants made of material(s) that are see-through. Pants should maintain a professional appearance and may not be overly tight.
2. Skirts: White, solid or printed color skirts, dresses and jumpers.
3. Shoes: Duty shoes, athletic shoes, clogs with ½ inch back and non-skid sole. Sling-backs and open-toed shoes are not permitted.
4. Shirts: Shirts or tops may be solid-color or printed, made of non-transparent material. Shirts and tops must cover torso. Strapless tops or tank tops are not permitted.
5. Aprons: Child nutrition, printed or solid.
6. Rain Gear: Raincoat, pants, hat and/or poncho.
7. Exceptions include casual school event days, spirit week, movie night, etc.

Section 13.9.1. Uniform Stipend

During each year of the Agreement, the District shall pay a uniform stipend of four hundred-fifty dollars ($450) the first payroll period of the fiscal year, to all regular nutrition service employees covered by this Agreement. The purpose of the stipend is to provide each employee with financial support to comply with the Standard of Dress expectations specified in Section 13.9 of this Agreement. Employees shall receive the full Uniform Stipend without any requirement to maintain receipts to submit for reimbursement.

Employees understand that the Uniform Stipend will be paid via payroll and thus applicable payroll taxes will apply. Payment of the Uniform Stipend shall be prior to October 1st each year. Employees hired after the first day of school will be paid their Uniform Stipend on the first pay period following completion of 30 working days.

Section 13.10. Training/Mentor Premium.
Bargaining unit members that provide training and/or mentoring services to any bargaining unit member shall receive a ninety cent ($0.90) per hour premium for all such hours. Training and/or mentoring services must be approved by the Director of Nutrition Services or Administrative Designee prior to providing that service.

ARTICLE XIV

TRAINING

Section 14.1 Training and Professional Growth.
The District shall allow up to twenty (20) hours annually to attend School Nutrition Association (SNA) and Washington School Nutrition Association (WSNA) conferences, workshops, classes. SafeSchools training is included in the twenty (20) hours and will be paid by the District.

The $30,000 Professional Development Fund (PDF) allocation shall be dedicated to fund SNA/WSNA registration fees, workshop fees, travel which includes airfare, milage, lodging, meals, parking. The District will pay actual costs utilizing the PDF. Employee participation if applicable, at the discretion/approval of the Director of Nutrition and Food Services or administrator designee. The District will provide the Union with an accounting of the monies spent and the ending balance no later than August 31 of each school year.

The District will pay actual costs for membership and certification in the SNA and WSNA. These costs will not be paid from the PDF.

If the PDF fund is not fully utilized for SNA/WSNA related training any remaining funding shall be made available for employees who attend a SNA/WSNA conference, on a first come first serve basis for those who wish to acquire more than the twenty (20) hours provided.

All requests for reimbursement and payment of training hours for the current fiscal year (September 1 through August 31) shall be submitted on or before August 31 each year. Any training hours submitted after August 31 shall be paid during the next fiscal year.

Employees who earn WSNA certification or recertification are eligible for a Level 1, or Level 2 per hour wage increase effective from the beginning of the first pay period after the District receives notification of their certification from WSNA.

The District will provide the PSE/SEIU Tacoma Child Nutrition Union President with a list of employees who have completed food service classes on a quarterly basis.

Section 14.2 Ongoing Training
The District will provide and require a training program for new employees of at least two (2) hours per school year.

Training Program: Union shall provide input to assist the Director of Nutrition Service in the planning of in-service training for Nutrition Services staff sufficient to achieve the thirty (30) hours of training over three (3) years required to obtain and maintain WSNA/SNA certification.

The District will, through an ongoing training program, provide at least three (3) Assistant Cook/Support

Specialist, three (3) Cook Managers, and three (3) Child Nutritionist Satellite Cashier and Nutritionist Cashier Helper the opportunity to be in training throughout the school year. Employees who participate in training classes will be compensated at their regular rate of pay. District training classes will not conflict with SNA training classes, dates or times which are taken to obtain SNA certification when possible.

If the District implements student school-year data/waiver and in service training during the term of this Agreement, the District may limit the number of participants, and employees who participate in these classes will be compensated at their regular rate of pay.

Prior to a substitute's first work assignment, they will be given a tour of a District school cafeteria.

Section 14.2.1.
Any employee being asked to use the Point of Sale (POS) System may receive assistance and training in the POS System in consultation with their Cook Manager or Administrative Designee for up to three (3) days, as needed at the discretion of the Director of Nutrition Services or Administrative Designee.

ARTICLE XV

FURTHER PROVISIONS

Section 15.1. Agreement Clause.
This Agreement expressed herein in writing constitutes the full and complete agreement between the Board and the Union and shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section 15.2. Savings Clause.
If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If the District would be in violation of state law or would incur any penalty or decrease in tate support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support.

Section 15.3. Copies of Agreement Clause.
Ten (10) printed copies of this Agreement shall be printed by the District for the Union. An electronic copy of this Agreement will be provided to the Union and accessible to each employee covered by this Agreement.

Section 15.4. Amendments Clause.
This Agreement may be reopened for amendment only by the mutual consent of the Board and the Union. This term is inclusive of the operation of a central kitchen.

Section 15.5. Duration Clause.

This Agreement and each of its provisions is binding and in effect from September 1, 2026 until August 31, 2030, except as otherwise provided in the Agreement; provided, however, that in the event that there is a significant loss of revenue to the District resulting from a levy failure and/or legislative action, the parties may each reopen applicable sections of the Agreement within thirty (30) days of such action.

Salaries: Cross Reference Article XIII, which also reflects on Schedule A increases.

SIGNATURE PAGE

This Agreement is made and entered into by and between Tacoma School District #10 and the Public School Employees of Tacoma Nutrition Services Chapter #610.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

TACOMA NS CHAPTER #610

BY: Regina Coleman
Regina Coleman, Chapter President

DATE: 7/20/26

TACOMA SCHOOL DISTRICT #10

BY: Korey J. Strozier
Korey Strozier, President, Board of Directors

DATE: 07/13/2026

BY: Joshua J. Garcia
Dr. Joshua J. Garcia, Superintendent

DATE: 7/13/2026

2026-2027 CHILD NUTRITION SALARY SCHEDULE

EFFECTIVE September 1, 2026

Hourly Rates

	Steps									
	02	03	04	05	06	07	08	09	10	11
CLASSIFICATION	D	E	F	G	H	I	J	K	L	M
Helper	21.89	22.91	23.95	24.99	25.80					
Support Specialist	23.72	24.71	25.68	26.73	27.76	28.80	29.61			
Catering Specialist Helper	23.72	24.71	25.68	26.73	27.76	28.80	29.61			
BBQ Specialist Helper	23.72	24.71	25.68	26.73	27.76	28.80	29.61			
Satellite Cashier	23.72	24.71	25.68	26.73	27.76	28.80	29.61			
Assistant Cook	23.72	24.71	25.68	26.73	27.76	28.80	29.61			
Cook Manager, Elementary	25.56	26.56	27.96	29.54	31.57	34.09	36.79	39.68	42.65	
Cook Manager, Secondary	27.20	28.20	29.41	30.75	32.97	35.36	37.90	40.76	43.78	47.07
Substitutes	20.80									
Retiree Substitutes	23.72									

SPECIAL NOTE: This schedule was based on the allocation by the State Legislature that includes a 2.6% Implicit Price Deflator (IPD) and may be subject to change by the Legislature during the 2026-2027 fiscal year

Employees who maintain WSNA certification will receive an additional $.60 per hour if Level 1 and $2.00 per hour if Level 2.
Employees starting their 15th year of service shall receive an additional $0.80 per hour.
Employees starting their 20th year of service shall receive an additional $0.40 for a total of $1.20 per hour
Employees starting their 25th year of service shall receive an additional $0.40 for a total of $1.60 per hour
Employees starting their 30th year of service shall receive an additional $0.40 for a total of $2.00 per hour
Substitutes shall be paid 95% of Step 2 of the Nutritionist Helper Rate
Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier Step 2

TACOMA PUBLIC SCHOOLS NUTRITION SERVICES EMPLOYEES
PERFORMANCE EVALUATION REPORT

Name: _____
Last *First* *Middle Initial*

Classification: _____ **Date:** _____

Period of Report: From _____ to _____

Evaluation Type: Probation o Annual o Unscheduled o **School**: _____

1. Job Knowledge

lequate knowledge of work. ☐	ited knowledge of work. ☐	quate knowledge of k. ☐	l informed working wledge. ☐	eptionally thorough king knowledge of job.

2. Quality of Food, Presentation, Taste, Temperature

d is unacceptable. ☐	r quality food. ☐	ets standards of food lity. ☐	d quality food. ☐	eptionally high quality d. ☐

3. Work Output

y slow worker. ☐	ow average output. ☐	rage output. ☐	ve average output. ☐	eptionally high output. ☐

4. Attitude Toward Job

stantly negative. ☐	quently negative. ☐	eptable. ☐	erally positive. ☐	sistently positive. ☐

5. Cooperation

quently causes unrest or ion with others. ☐	perates reluctantly. ☐	eptable. ☐	perates and gets along with others. ☐	eptionally cooperative. ☐

6. Ability to Work Independently

ds close supervision. ☐	ds more supervision others doing similar k. ☐	ds only routine ervision. ☐	ds minimal supervision. ☐	ies out complex work minimal supervision. ☐

7. Adaptability

s not adjust to new or erent situations. ☐	difficulty adjusting to or different situations ☐	usts satisfactorily to new ifferent situations. ☐	usts easily to new or. erent situations. ☐	hly flexible; consistently tions effectively. ☐

8. Motivation

ks initiative; performs as directed. ☐	ely shows initiative. ☐	asionally, initiates action. ☐	quently shows initiative. ☐	eptionally ambitious and lf-starter. ☐

9. Punctuality

ependable. ☐	quently late. ☐	eptable. ☐	equently late. ☐	emely dependable. ☐

10. Safety

n careless of self and rs. ☐	asionally careless of self others. ☐	ows acceptable edures. ☐	tices good procedures. ☐	rcises great care and sight in protecting self others from hazards ☐

11. Relating to Customers

s not interact well with omers. ☐	ds improvement. ☐	ates acceptably. ☐	racts well with omers. ☐	racts extremely well with omers. ☐

12. Cleanliness and Hygiene

cceptable personal iene and appearance. ☐	blems with unclean/ ept appearance and/or onal hygiene. ☐	ally clean and neat. ☐	onally clean and neat. ☐	h standard of personal iene and appearance. ☐

13. Quality of Paperwork

k is unacceptable. ☐	quent errors, poor quality k. ☐	ets job requirements. ☐	d quality work; very few rs. ☐	eptionally accurate, high lity work. ☐

14. Leadership – Cook/Managers Only

ks leadership; performs as directed. ☐	ely shows leadership. ☐	quently shows ership. ☐	s leadership well. ☐	s leadership exceptionally . ☐

Additional comments:

Evaluator(s):_____

Title(s):_____ School: _____

Department Supervisor's Signature _____ Date _____

The signature below does not necessarily imply that the employee agrees with the preceding report but only that he/she has seen and discussed it with the evaluator and/or supervisor.

Employee Signature _____ Date _____

The following may be completed at the employee's option:

☐ I agree with the above report ☐ I disagree with the above report

☐ Addendum attached? YES NO ☐ Addendum to follow