



1 SEPTEMBER 2018 - 31 AUGUST 2021

AGREEMENT

between

BELLEVUE SCHOOL DISTRICT, NO. 405

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

NUTRITION SERVICES



February 2019

## TABLE OF CONTENTS

### **ARTICLE 1 - UNION RIGHTS**

1.1	Recognition	1
1.2	Dues Deduction	1
1.3	Pertinent data	2
1.4	Building Access	2
1.5	Bulletin Boards	2
1.6	Work Site Representatives	3
1.7	Union Activity	3
1.8	Negotiations Committee	3
1.9	Labor/Management Committee	4
1.10	No-Strike/No Lockout	4
1.11	Mail Services	5
1.12	Distribution of the Agreement	5

### **ARTICLE 2 - MANAGEMENT RIGHTS** ----- 5

### **ARTICLE 3 - CONDITIONS OF EMPLOYMENT**

3.1	Definition of Employees	5
3.2	Union Membership	6
3.3	Probationary Period	7
3.4	Workday/Workweek	7
3.5	Overtime	8
3.6	Assignment of Extra Work	8
3.7	Higher Job Classification	9
3.8	Change of Assignment	9
3.9	Mileage	9
3.10	Special Materials	9
3.11	Job Description	9
3.12	Safety	10
3.13	Rehires	10
3.14	Nondiscrimination	10
3.15	Orientation	11
3.16	Workload	11
3.17	Drug-Free Schools, Community & Workplace	11

### **ARTICLE 4 – CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE OF EMPLOYEES** ----- 11

### **ARTICLE 5 - CHANGE OF STATUS**

5.1	Seniority	14
5.2	Position Openings	14

5.3	Filling Position Openings -----	15
5.4	Reduction in Force -----	15
5.5	Recall-----	16
5.6	Voluntary Termination -----	16
5.7	Trial Period-----	17
<b>ARTICLE 6 – LEAVES OF ABSENCE</b>		
6.1	General Leave-----	17
6.2	Bereavement Leave -----	20
6.3	Leave of Absence-----	21
6.4	Civic Responsibility Leave -----	21
6.5	Military Leave -----	22
6.6	Religious Leave-----	22
6.7	Leave Without Pay -----	22
6.8	Professional Leave -----	23
6.9	Limits on Combining Leave -----	23
6.10	Leave Exceptions-----	23
<b>ARTICLE 7 - INSURANCE</b>		
7.1	Medical Insurance -----	23
7.2	Industrial Insurance -----	24
7.3	Dental/Vision and Life Insurance -----	24
7.4	Retirement -----	24
7.5	Section 125 -----	24
<b>ARTICLE 8 - PERSONNEL FILE -----</b>		
<b>ARTICLE 9 - PERFORMANCE EVALUATION</b>		
9.1	Evaluation -----	25
9.2	Unsatisfactory Performance-----	25
9.3	Evaluation Appeal-----	26
<b>ARTICLE 10 - COMPENSATION</b>		
10.1	Salary-----	26
10.2	Meetings -----	27
10.3	Call-Back Pay-----	28
10.4	Longevity -----	28
10.5	Paid Holidays -----	28
<b>ARTICLE 11 - TRAINING AND INSERVICE</b>		
11.1	Staff Development -----	29
11.2	Certification Program-----	30
11.3	Registration/Tuition Reimbursement-----	30
11.4	Annual State Conference -----	30
<b>ARTICLE 12 - AFFIRMATIVE ACTION-----</b>		

<b>ARTICLE 13 - GRIEVANCE PROCEDURE</b>	
13.1 Purpose-----	31
13.2 Definition-----	31
13.3 Procedure-----	31
13.4 Time Limits-----	32
13.5 Grievance Review Request Form-----	33
 <b>ARTICLE 14 - LIABILITY INSURANCE</b>	 33
 <b>ARTICLE 15 - SUBCONTRACTING</b>	 33
 <b>ARTICLE 16 - ENTIRE AGREEMENT</b>	 34
 <b>ARTICLE 17 - CONDITIONS OF AGREEMENT</b>	
17.1 Severability-----	34
17.2 Duration-----	34
17.3 Modification-----	34
17.4 Reopener-----	34
 <b>SIGNATORIES</b>	 35
 <b>APPENDIX</b>	
A    Nutrition Services Wages, 9/1/18 – 8/31/19-----	36
B    Nutrition Services Matrix of Leave Types-----	37
C    Grievance Form-----	38

AGREEMENT BETWEEN  
BELLEVUE SCHOOL DISTRICT NO. 405  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925  
(NUTRITION SERVICES)

THIS AGREEMENT is by and between BELLEVUE SCHOOL DISTRICT NO. 405, (hereinafter called the “District”) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925 (hereinafter called the “Union”).

ARTICLE 1 - UNION RIGHTS

1.1 Recognition

The District agrees to recognize the Union as the sole bargaining agent for all full-time and part-time nutrition services employees covered by this Agreement with respect to wages, hours, working conditions, and adjustment of grievances arising under this Agreement.

1.2 Dues Deduction

Upon receipt of an individual authorization by a bargaining unit employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union, and shall transmit the same to the Union each month.

Such authorization will be continuous from one agreement to the next, except in case of termination, resignation, or written notice from the employee canceling such authorization.

Dues deduction authorization by the employee shall be on a form approved by the parties to this Agreement.

SEIU 925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

1.2.1 Voluntary Deduction for Committee on Political Education (COPE)

Beginning each contract year, SEIU 925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the District, and shall provide updates, additions, and/or other changes in membership status to

the District on at least monthly basis thereafter, or as needed within a bargaining unit. Upon notification of an employee's membership status in SEIU 925 and or election to participation in the SEIU925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU925.

1.3 Pertinent Data - Notification

1.3.1 New and Terminated Employees

The District shall notify SEIU 925 and the SEIU 925 chapter president of all new hires three (3) business days prior to the new hire's orientation first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

1.3.2 All Employees

In November, February and May of each school year, the District shall forward to the Union an alphabetical roster of all bargaining unit employees including the employee's name, address, date of hire, job classification, work location, rate of pay and FTE status. This information will be transmitted by hard copy or electronically. The District agrees to make available to the Union upon written request an employee's phone number.

1.4 Building Access

The authorized representatives of the Union shall have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives notify the supervisor of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

1.5 Bulletin Boards

The District shall make available suitable bulletin board space for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organizations among its employees.

## 1.6 Work Site Representatives

The District agrees that the Union will be permitted to appoint work site representatives and Chapter Officers. The duties of the work site representative and Chapter Officer shall not interfere with the regular work assigned to that individual by the District. Under no circumstances shall there be any interference with the orderly processes of the District during working hours.

Employees acting as Union representatives at meetings called by the District shall be released from work duties to attend when such meetings are held during normal working hours. Such meetings and the number of employees to be released from work duties will be mutually agreed to by the District and the Union.

When a work site representative is performing such duties on work time at the request of the District, he/she shall be treated as if working for the District for pay and benefit accrual purposes.

The Union shall furnish the District with the names of the work site representatives and Chapter Officers.

SEIU worksite representatives and Chapter Officers covered under the Nutrition Services contract shall be allowed to pool up to sixty (60) hours per year of release time to assist in processing and/or resolving grievances and other issues during regular work hours provided there is adequate coverage for required work.

Not more than two (2) staff members represented by SEIU per bargaining unit shall be released pursuant to this provision at any given time without the written authorization of the District provided to SEIU in advance.

## 1.7 Union Activity

The Union agrees that activities related to the internal operation of the Union and activities not specifically authorized by the terms of this Agreement shall be performed only during the non-duty hours of the employees unless otherwise approved in advance by the immediate supervisor. Examples of such activities include solicitation of membership, distribution of literature, preparation for negotiations, preparation of unfair labor practice complaints, campaigning for Union office, and preparation of employee grievances.

## 1.8 Negotiations Committee

A Negotiations Committee may be selected by the Union.

Negotiation sessions will be held at a time mutually agreed to by the District and the Union.

Employees serving on the Negotiations Committee may be released from work duties, with pay, if negotiation sessions are held during their normal working hours.

#### 1.9 Labor/Management Committee

The parties recognize the importance of timely and open discussions between the District and the bargaining unit and its representatives on matters affecting the employer/employee relationship. This Article establishes a procedure for either party to initiate discussions regarding administration of this Agreement and other matters of general concern affecting District conditions of employment.

1.9.1 There is hereby established a labor management committee consisting of not more than three (3) bargaining unit members/union representative and a like number representing the District. The Committee shall meet on an as-needed basis as agreed by the parties but not less than three times during the school year, if requested by either party for the purpose of reviewing the administration of this Agreement and attempting to resolve other problems that may arise. All meetings of the Committee shall start at or after 3:30 p.m., or as mutually agreed by the parties with members of the bargaining unit being granted time off without loss of pay for all regularly scheduled hours not worked. Likewise, the District will not be required to compensate Committee members for time spent after their regularly scheduled hours.

1.9.2 A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. The Committee through its representatives shall write down any outcomes agreed upon at the meeting. If agreed upon in advance by both the Union and the District, either party may have one or more (a small number) of observers attend a given Labor Management Committee meeting. Such observers are not to participate or in any way interrupt the proceeding of the Committee.

1.9.3 The disposition of matters covered in Committee meetings will not contradict, add to, or otherwise modify the terms and conditions of this Agreement. The Committee may make recommendations to the Union and District negotiation teams to amend or modify the terms of this Agreement.

#### 1.10 No-Strike/No Lockout

During the term of this Agreement, the Union and/or the employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District. Also, during the term of this Agreement, there shall be no lockout of employees covered by this Agreement by the District.



It shall not be a violation of this Agreement for an employee, for reasons of personal physical safety, to refuse to cross the picket line established by a labor organization which holds a labor agreement with the District.

1.11 Mail Services

The Union will have the right to use the District mail services and employee mailboxes provided said use does not violate any federal or state statute and does not require added costs for the District.

1.12 Distribution of the Agreement

This Agreement in complete form will be available online. Printed copies will be made available for employees who need a printed copy as a reasonable accommodation.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past.

Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off, or otherwise relieve employees from duty because of lack of work for them to do or for other reasons set forth in this Agreement; the right to establish, change, and direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The exercise of the District's rights stated herein is an exclusive function of management. However, the exercise of these rights by the District also includes the responsibility of the District to provide employees with an explanation of changes in procedures and causes for disciplinary action.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.1 Definition of Employees

Employees: For the purpose of this Agreement "Employees" shall mean all kitchen assistants, central kitchen floats, elementary cook leads, and managing cooks II, but shall not include substitute employees.

Regular Hourly Employees: Employees who are given regular assignments as kitchen assistants, central kitchen floats, elementary cook leads, and managing cooks II, and are paid on an hourly basis.

Substitute Employees: Employees who are called to work as needed to cover workload fluctuations, emergency situations, or employee absences.

### 3.2 Union Membership

SEIU 925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public., A strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both SEIU 925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employees' decision to join and maintain membership in their exclusive professional advocacy organization, SEIU925. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in SEIU 925 upon employment with the District in a bargaining unit.

#### 3.2.1 Union Membership Rescission

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU 925 shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and COPE (Committee On Political Empowerment) Deduction below.

#### 3.2.2 Non-Interference

The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors and other employees the importance of these obligations.

#### 3.2.3 Agency Fee Restoration Contingency

In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU 925 and the District agree to restore the union

security and dues deduction provisions of the CBA currently in force prior to the ratification of this Agreement.

### 3.3 Probationary Period

A new employee shall be subject to a ninety (90) workday probationary period commencing with his/her first (1st) compensated day of employment. The probationary period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence. Upon successful completion of the probationary period, an employee will be moved from the entry level salary to the maximum salary for his/her position. A new employee who moves to another job title in the District covered by this Agreement before completing his/her original probationary period in the job for which he/she was originally hired shall complete a sixty (60) day probationary period in the job title he/she moved to or the remainder of his/her original ninety (90) day probationary period, whichever is longer.

Any concerns regarding an employee's performance will be shared with the employee by the supervisor at the time they are identified. During this period, such employee shall be considered as being on trial subject to termination at any time at the sole discretion of the District. Discharge of an employee during the probationary period shall not be subject to the grievance procedure. All other provisions of this Agreement shall be applicable to employees on probation.

### 3.4 Workday/Workweek

The standard workweek for full-time employees shall be five (5) consecutive days, Monday through Friday, consisting of eight (8) hours each to be completed within an eight and one-half (8 1/2) hour period for a total of forty (40) hours. Part-time employees shall work the hours assigned. Part-time employees required by their supervisors to work more than their assigned hours are required to enter such time on their timesheets. Employees may voluntarily work other schedules with the concurrence of the District. Every effort will be made to assign hours to positions in order to guarantee that they are eligible for medical benefits. This provision shall in no way be construed to restrict the District's right to assign overtime.

Employees who are scheduled to work for five and one-half (5 1/2) or more hours per day shall receive an unpaid lunch period of at least thirty (30) minutes. managing cook IIs and elementary cook leads who are required to remain on duty on the premises during the meal period shall have such period included within his/her daily scheduled paid time.

Employees shall receive a fifteen (15) minute rest period, as part of the regular workday, for each four (4) hours of work.

Travel time between schools shall be considered time worked when an employee's work assignment, as established by the District, requires travel to complete consecutive work

hours. An employee who voluntarily seeks two separate assignments shall not receive paid travel time.

The starting and ending times for each employee shall be determined by the employee's supervisor, based on the program and schedule. If the starting and ending times are to be changed, the supervisor will confer with the affected employee(s) prior to implementation.

It is understood by the parties that for purposes of applying the Fair Labor Standards Act to employees covered by the FLSA, a work week is a seven (7) consecutive day period designated by the employer consisting of twenty-four (24) hours each day. The District's seven-day period begins at 12:00 a.m., Monday, and runs through 11:59 p.m., Sunday.

The District will meet with the Union to discuss the impact of any changes to the workweek before they are implemented.

### 3.5 Overtime

All time worked in excess of forty (40) hours in any one week shall constitute overtime which shall be paid at the rate of one and one-half times an employee's regular rate of pay. For less than full year employees, bereavement and general leave shall be considered time worked for the purpose of computing overtime. When overtime work is required and approved, it shall be equitably assigned among available, qualified employees within a school. Qualifications shall be determined by the District.

There shall be no pyramiding or compounding of overtime pay.

### 3.6 Assignment of Extra Work

When extra work is required as a result of employee absence(s), workload fluctuation, emergencies or any other reason, such extra work may be assigned to the regular hourly employees of the affected site by mutual agreement. When overtime and extra work is required and approved, it shall be equitably assigned among available, qualified employees at a site. Qualifications shall be determined by the District. This provision shall in no way limit the District's right to utilize substitute employees or regular employees from other sites, as it deems appropriate.

An extra work sign-up sheet for work at other sites will be distributed to employees twice a school year. Interested employees will return the completed form to Nutrition Services. Employees will be selected from the sign-up sheet for non-site work on an equitable rotating basis, subject to qualifications, to do the work. Employees interested in working a particular type of event will be provided an opportunity to be trained for that type of event.

3.7 Higher Job Classification

An employee performing in another person's position in a higher job classification shall be paid in accordance with the salary schedule for the higher classification if required to work in that position for at least one complete workday. The increased pay rate shall commence on the first workday and shall continue until the employee is returned to his/her classification.

3.8 Change of Assignment

When possible, employees shall be notified at least by the previous day of a temporary change in their regular assignment or a more permanent change that does not affect the number of hours per day. An emergency situation will allow the District to be released from giving such advance notice. In such emergency situations, the District may reassign the employee(s) as necessary.

3.9 Mileage

Employees authorized to use their own transportation on District business shall be reimbursed at the established IRS rate.

3.10 Special Materials

The District will provide rubber gloves and cleaning materials necessary to perform the duties of Nutrition Services positions.

Back support belts, safety goggles, cutting gloves and safety mats will be provided for each employee upon request.

3.11 Job Description

The District shall develop a job description for each position within the bargaining unit and will update them as needed.

Each job description shall be descriptive of the function, scope, and complexity of the job, and the knowledge, abilities, and minimum skills and qualifications required for the position.

Copies of all job descriptions and revisions thereto will be provided to the Union, upon request.

When the District creates a new classification (with the appropriate job description) or materially modifies an existing job description, the appropriate salary range placement will be determined through the negotiation process.

If the responsibilities or duties of a position materially increase or decrease, the supervisor may require that the position be reviewed for possible reclassification. If the reclassification results in the elimination of a position, the reduction-in-force procedures shall apply. If the reclassification results in an upgrade, the incumbent, if any, shall be placed in the upgraded position.

### 3.12 Safety

The District and the Union recognize the right of employees to a workplace meeting legal standards for safety and health and pledge their joint efforts to ensure that all such standards are met. The District will establish a Nutrition Services safety committee to meet on an as needed basis.

No employee will be expected to work in unsafe conditions or be required to use equipment that is not in a safe condition. All employees will be expected to use equipment and supplies in a safe manner and to report unsafe or hazardous conditions and/or equipment immediately for correction. Such conditions and/or equipment shall be corrected, repaired or replaced if the District determines the conditions and/or equipment to be unsafe. When the District determines them to be safe, the employee(s) will be notified.

### 3.13 Rehires

Employees who are rehired shall have the full amount of their longevity reinstated for the purposes of annual leave accrual, if eligible. Upon rehire, any balance of leave for illness or emergency will also be reinstated.

### 3.14 Nondiscrimination

The District and the Union shall not discriminate against any employees for reasons of race, age, national origin, color, sex, disability, religion, marital status, sexual orientation or Union membership.

Bellevue School District *does not discriminate in any programs or activities* on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator: Jeff Lowell, (425) 456-4010 or [lowellj@bsd405.org](mailto:lowellj@bsd405.org); Section 504/ADA Coordinator: Heather Edlund, (425) 456-4156 or [edlundh@bsd405.org](mailto:edlundh@bsd405.org); Civil Rights/Nondiscrimination Compliance Coordinator Alexa Allman, (425) 456-4040 or [allmana@bsd405.org](mailto:allmana@bsd405.org). Mailing address for all three: 12111 NE 1st Street, Bellevue, WA 98005.

### 3.15 Orientation

Each new employee shall be given a paid orientation of at least one hour, which includes, but is not limited to the following:

Details regarding hours, location of work, school calendar, and job responsibilities.

Instruction on permits required to hold position and where to obtain such permits.

A full explanation of insurance plans and options.

A personal introduction to supervisory staff.

Details regarding required qualification courses and training programs.

The District agrees to inform all new employees covered by this Agreement that Service Employees International Union, Local 925, is their exclusive bargaining representative and will give them a Union membership packet provided by SEIU, Local 925.

### 3.16 Workload

Workload issues/concerns will first be brought to the employee's immediate supervisor for resolution. If a resolution is not reached, upon request of the Union, a meeting will be scheduled involving the affected employee(s), a Union representative and/or shop steward and the appropriate District administrator. The purpose of this meeting will be to seek clarification and resolution of the alleged workload concern. The appropriate District administrator will respond to the Union and the affected employee(s) within ten (10) calendar days. This time limit may be extended by mutual agreement of the parties. Issues not resolved at this level may be the subject of a Labor Management Session upon request of the Union.

This provision shall not be subject to Article 13, Grievance Procedure.

### 3.17 Drug Free Schools, Community & Workplace

District Board Policy #5201 applies to all Nutrition Services employees a copy of which is available on the District's website ([www.bsd405.org](http://www.bsd405.org)) for reference. A written copy will be provided upon request to Human Resources.

## ARTICLE 4 - CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE OF EMPLOYEES

The District shall have the right to discipline or discharge an employee for just cause. "The issue of just cause shall be resolved in accordance with Article 4 hereinafter provided". Whenever the District has reason to correct the actions or behaviors of an employee, the correction shall be

done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

The District and Union believe in the concept of Corrective Action – actions taken by the District to change the behavior of an employee. Corrective action does not automatically result in discipline but rather is focused on changing the behavior of employees to improve their conduct. Corrective action may include verbal counsel, letters of direction or disciplinary actions, including letters of reprimand, suspension and termination.

The correction or discharge of an employee by the District shall be administered on the basis of just cause. “Just cause” means that definition as contained in Washington state and federal law, and includes, the following criteria:

1. Did the District inform the employee of the disciplinary consequences of rule violations, performance deficiencies, or misconduct?
2. Was the rule reasonably related to the orderly, efficient, and safe operation of the District’s business?
3. Prior to administering discipline, did the District make an effort to discover whether the employee did in fact violate or disobey a rule or order of management, or whether the employee failed to meet mutually-understood expectations of performance?
4. Was the District’s investigation conducted in a fair and objective manner?
5. Did the District obtain substantial evidence from the investigation to prove that the rule had been violated or that the employee failed to meet mutually-understood expectations of performance?
6. Did the District apply its rules, orders, and penalties in an evenhanded manner, so as not to discriminate against any employee?
7. Was the severity or degree of discipline reasonably related to (1) seriousness of the employee’s offense, and (2) the record of the employee’s service with the District?

Generally, corrective action shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the employee’s immediate supervisor shall address the matter in an informal advisory counsel with the employee. The employee may attend this informal counseling on his or her own, or may request that a union representative be present. The supervisor may document advisory counseling in the supervisor’s records, but any matter resolved at this level shall not be a part of the employee’s personnel file.

Corrective action shall consist of the following steps.

1. Informal counseling with employee. The supervisor may document but no written corrective action to the employee is required.
2. Letter of Direction – Provides written direction for future conduct. A letter of direction is not disciplinary and shall be limited to copies to the supervisor and employee. Letters of direction are not part of the disciplinary record unless there is subsequent misconduct that results in disciplinary action. Any issue that resulted in verbal counseling shall not be considered in a letter of direction after 18 months since the time of the verbal counseling



3. A written reprimand. Such action shall remain in the employee's official personnel file for a period not to exceed three (3) years. At the end of the three (3) year period, should no further misconduct related to the reprimand occur, the employee may have the reprimand removed from the official personnel file.
4. Suspension. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand is in force, the employee may be subject to suspension.
5. Termination. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand and previous suspension have occurred, the employee may be subject to termination.

Discipline documents involving serious misconduct (suspension or termination) shall not be subject to removal from the employee's personnel file unless the Union and District mutually agree and retention of the documents is not required by law.

In the event of serious misconduct, Progressive Discipline steps may be circumvented. Serious misconduct may be subject to suspension or termination if the proven offense falls under the category of insubordination, gross misconduct, or flagrant disregard for clear and well-publicized District policies, including but not limited to sexual harassment, bullying, and/or harassment on the basis of race or other protected categories. The District may choose to place the employee on administrative leave with pay or temporary reassignment while a complete investigation of the infraction is conducted. The union will also be notified when an employee is placed on administrative leave or temporary reassignment.

Any employee being suspended or terminated shall be entitled to a full and complete written notification stating the precise reasons for the disciplinary action. Upon request, the affected employee will be entitled to a meeting with the appropriate District personnel to: (a) present the employee's side of the story, and (b) ask any clarifying questions to determine the reasons for the action taken.

Upon request, an employee may have a representative of the Union present during any disciplinary action. When a request for such representation is made, and a Union representative is not available, any disciplinary action will be postponed for a maximum of one (1) workday to afford an opportunity for a Union representative to be present.

The off-duty activities of employees shall not be the cause for disciplinary action unless said activities are detrimental to the employee's ability to function in the job.

## ARTICLE 5 - CHANGE OF STATUS

### 5.1 Seniority

An employee's seniority shall be defined as an employee's continuous length of service in the bargaining unit excluding time served as a temporary employee. Seniority shall begin from the employee's most recent first day of compensated work within the bargaining unit.

An employee's seniority shall be broken so that no prior period of employment shall be counted, and his/her seniority shall cease upon:

Justifiable discharge; voluntary termination; layoff or leave of absence exceeding twelve (12) months or failure of an employee to return to work upon recall from an indefinite layoff.

In the event an employee accepts a position with the District outside the bargaining unit, bargaining unit seniority established at that time will be restored if the employee returns to the bargaining unit within one year or less.

Seniority does not apply to employees retired from the District that are rehired. Retire/Rehire employees work on a yearly basis and should not have any expectation about continued or re-employment with the District.

### 5.2 Position Openings

#### 5.2.1 Request to Transfer to Another Site

An employee has the right to request a transfer to a like position at another site with the same classification as the position he/she is currently working. An employee interested in transferring to a specific site will submit a written request by the last day of school for the beginning of the next school year. The requirement to transfer will be based upon the following: seniority, qualification and prior successful evaluation. In the event a position becomes available at the desired site, the employee will be offered the transfer before the position is posted. In the event two or more employees have requested to be transferred to the same site and a position becomes available, the senior employee who meets the above requirements will be offered the transfer first.

Notices of position openings and their location within the bargaining unit shall be posted on-line. The closing date will be included in the notice.

All position openings within the bargaining unit shall be advertised for a period of five (5) calendar days before such openings are filled; provided, however, nothing in this section shall be construed as requiring the District to advertise position openings it intends to fill through the transfer of current bargaining unit personnel

provided, further, Kitchen Assistant position openings may be posted without location specified and such postings may have an end date, be open until filled, or be open on a continuous basis.

Bargaining unit members who apply for positions within the unit and meet posted job qualification requirements shall be interviewed for the position. For purposes of applying the requirement of Section 5.1, non-bargaining unit applicants shall have no seniority.

If the position is not filled by a bargaining unit employee, the District will furnish, upon request, a written explanation to the applicant and to the Union.

### 5.3 Filling Position Openings

Position openings will be filled by the District based on the ability, qualifications, skills, experience, certification points, and other relevant factors of the applicants for the position.

In addition, the District shall consider the requirements and intentions of laws and regulations concerning equal employment opportunity and affirmative action programs in filling position openings.

If, in the judgment of the District, two or more applicants for the position are equal based on the criteria provided for in this section, then seniority shall prevail. The District shall be the sole judge of ability, qualifications, skills, experience, physical fitness, and other relevant factors, provided such judgment is not exercised in an arbitrary and capricious manner.

### 5.4 Reduction in Force

Selection of which employees in a class are to be laid off shall be in inverse order of their seniority. Those with the lowest seniority will be first selected.

An employee who is selected for layoff may displace the most junior employee in a lower classification provided his/her seniority permits and he/she is qualified to do the work.

Employees who have been placed in a lower job classification as a result of a reduction in force shall be given preference by seniority for position openings in their former classification.

Employees laid off under the provisions of this Section shall be notified in writing by the District. The District shall provide the Union with the names of all such employees as soon as possible after such determination has been made.

Prior to laying off employees, the District will meet with the Union to explain the reason for the layoff.

#### 5.4.1 Bargaining Unit Reduction in Hours

Prior to a permanent reduction in hours across the bargaining unit, the District will notify the Union of the planned reduction at least one (1) week prior to the reduction. Upon request, the District will meet and confer with representatives of the Union to discuss the impact of the reductions on the bargaining unit.

#### 5.4.2 Site Reduction in Hours

In the event of a permanent reduction of hours at a site, the District will notify the Union at least one (1) week prior to such an occurrence. Upon request, the District will meet and confer with representatives of the Union to discuss the impact of the reductions on the employee(s). An involuntary reduction in hours will be in inverse order of seniority by classification.

In the event hours are restored to the site, the employee(s) who lost hours will have them restored by seniority within classification based on program needs.

When a position becomes available at another site, transfer requests (5.2.1) may be honored prior to offering the position by seniority to those qualified employees whose hours were reduced. If the position is not filled through transfers or restoring hours, it will then be posted.

#### 5.5 Recall

Employees laid off shall be recalled in inverse order of layoff; namely those laid off last will be recalled first. Employees shall be eligible for recall for one (1) year following layoff. An employee cannot be recalled to a higher classification than that from which he/she was laid off.

The District will make reasonable efforts to utilize laid-off employees for temporary assignments before using other substitute employees; provided such laid-off employees are available for the assignment.

#### 5.6 Voluntary Termination

Each employee shall give the District at least two (2) weeks' notice of his/her intention to terminate. The District will direct its contracted benefits administrator to provide the employee with notice of any eligibility for benefits following termination.

If an employee is absent for three (3) consecutive workdays without notifying the District as to the reason for his/her absence, then said employee shall be considered as having voluntarily terminated. An employee may be reinstated without penalty if, in the judgment of the personnel administrator, there were extenuating circumstances which made it impossible to notify the District as to the reason for the absence.

## 5.7 Trial Period

An employee who is assigned to a position in a higher job classification shall serve a trial period of sixty (60) work days. An employee serving a trial period who is found to be performing unsatisfactorily in the new position will be afforded an opportunity to return to his/her former position if it is available, or to a comparable position if one exists. If a position does not exist, the employee will be placed on a waiting list until a position for which he/she is qualified becomes available.

## ARTICLE 6 - LEAVES OF ABSENCE (refer to Appendix C for Matrix of Leave Types)

### 6.1 General Leave

The District and Union share a mutual belief that the person best suited to perform the duties of their position is the regular employee. We value the commitment and contributions our employees make on behalf of our students. To that end, regular attendance is a critical aspect for employees to be able to perform their duties and support the educational mission of the District.

Employees who are unable to work because of illness, injury, quarantine or emergencies are authorized the number of days of General Leave accumulated under this section. Full-time employees accumulate one (1) day of leave for each month of their employment and part-time employees shall accumulate such General Leave on a pro-rata basis. General Leave credits shall be cumulative from year to year.

The following leaves shall be deducted from your cumulative General Leave balance: illness, injury, emergency, personal, ceremony and religious leave.

Employees and/or their beneficiaries shall be compensated annually and upon separation or death for unused General Leave days as provided by law and in accordance with regulations established by the Superintendent of Public Instruction.

Unused leave credits shall be transferred to or received from other school districts in the State of Washington in accordance with state law.

Leave sharing will be permitted in accordance with State law and District policy.

#### 6.1.1 Use of Leave for Illness or Injury

Illness, injury or disability shall be reported at the beginning of any period of leave to the District by the employee or a person acting for him/her.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities.

In accordance with the Family Care Act, an employee may use leave for illness or injury or vacation to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision; a child eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability; or a spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

A licensed health care provider's certificate of illness or injury may be required for approval of leave for illness or injury after two (2) consecutive workdays of absence.

In the event the District has reason to believe an absent employee is not ill or injured, a licensed health care provider's statement may be required for any absence.

A written statement may be requested by the District from a licensed health care provider which verifies the employee's ability to return to work.

Employees absent from work due to illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use their available vacation and/or General Leave up to the amount of their earned credit consistent with State workers compensation provisions. Any overpayments shall be returned by the employee.

Employees may elect to combine the time loss benefit with their available General Leave payments in accordance with State law.

Employees shall be allowed leave with compensation for illness or injury up to the amount of their earned credits under the following conditions:

- a) During an illness or injury which has incapacitated the employee from performing his/her duties.
- b) During the infectious period following the exposure of an employee to a contagious disease during which his/her attendance on duty would jeopardize the health of fellow employees or the public.
- c) For the purpose of medical, dental, or optical appointments if arranged in advance with the immediate supervisor.

### 6.1.2 Use of Leave for an Emergency

Emergency Leave shall be designated by the District for it to be used. Should a school or District closure be determined, Employees who are unable to work may take General Leave accumulated under this section for the number of days designated eligible by the District. This designation of Emergency Leave does not require any preapproval.

### 6.1.3 Ceremony Leave

One day of General Leave per year shall be granted under this Section for matters directly involving the employee's family. Such leave shall be granted only for the following specified purposes occurring during the workday or requiring workday travel and over which the employee has no control:

- a) Marriages
- b) Graduation ceremonies
- c) Other ceremonies of an exceptional, distinctive nature

### 6.1.4 Personal Leave

#### 6.1.4.1 Preapproval:

An employee may take up to three (3) days (equal to the number of hours per day employed) of General Leave as Personal Leave, provided said employee has at least three (3) days of accumulated General Leave from which the Personal Leave shall be deducted. Personal Leave may be granted in increments of two (2) hours, with an understanding that most Personal Leave requests of two (2) hours may not result in substitute coverage for the absence. Preapproval shall be required for the use of Personal Leave except as designated in 6.1.4.2. Requests for Personal Leave shall be submitted to the employee's supervisor no later than ten (10) business days prior to the date of the requested leave.

Personal Leave is intended to be used to address personal business that can only be attended to during normal work hours.

Applications for Personal Leave shall be granted unless the leave is taken at any of the following times:

- a) The first five (5) or last five (5) school days of the year.
- b) The day before or after any holiday or non-student day identified on the calendar.
- c) When it is known that such a leave request could not be filled from the substitute pool.

The following limits to personal leave shall be applied:

- a) No more than two employees per day district wide.
- b) No more than one employee per day at any site.
- c) No more than one elementary school employee per day.

#### 6.1.4.2 Submission After and Absence:

Personal Leave may also be used in the event an employee has personal circumstances that meet the following criteria:

- a) The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b) The problem cannot be one of minor importance or mere convenience, but must be serious.

Written application for consideration for emergency leave will be submitted on the designated form to the Human Resources Department within thirty (30) days of the employee's return from the absence.

The form will require an explanation of the emergency causing an absence.

The decision regarding whether the leave will be considered as emergency leave will be transmitted to the employee within fifteen (15) days of the receipt of the request. During the period prior to a decision being made, no deduction from pay will occur.

## 6.2 Bereavement Leave

Bereavement Leave is defined as leave for the purpose of mourning the death of a family member or others. Bereavement Leave is intended to be applied in a timely manner related to the death of the individual. The District has established a time frame of thirty (30) days from the time of death to be considered eligible for Bereavement Leave. Bereavement Leave will be granted and paid by the District. Bereavement leave shall be non-cumulative and shall not be deducted from the employee's accumulated General Leave.

It is understood that sometimes a celebration of life, funeral or other activity may occur later than one month after the death. In such cases, the District may grant the leave, provided there is sufficient documentation to account for the time of the celebration. Employees who serve as executors to an estate or have other legal considerations may use Personal Leave to take care of affairs of the deceased.



The District may allow up to five (5) days per event of paid bereavement leave for the death of an employee's family member.

The District may allow up to one (1) day per event of paid bereavement leave for the death of an employee's non-family member not to exceed three (3) occurrences per contract year.

In situations where serious personal complications occur as a result of bereavement, the employee may be granted an extended leave of absence without pay not to exceed ninety (90) calendar days upon approval of the Superintendent in accordance with Section 6.3 of this Article.

Generally, Bereavement Leave requests shall be granted with an understanding that a request may not automatically result in five (5) days of leave taken as bereavement. Should there be a concern regarding the appropriate use of Bereavement Leave, Human Resources may require specific documentation related to the bereavement request.

### 6.3 Leave of Absence

Upon recommendation of the immediate supervisor and approval of the Superintendent or designee, leave of absence may be granted to an employee for such things as: (a) family emergency, (b) education, (c) personal business, or (d) medical disability leave.

The District shall state in writing the terms of the leave of absence.

Seniority established at the time of departure on an approved leave of absence shall be restored when the employee returns to work provided such leave did not exceed twelve (12) months, except for (d) medical disability leave, which will be twenty-four (24) months.

When an employee returns from leave of absence not exceeding twelve (12) months, with the exception of item (d) above, the employee shall be reinstated in a position equivalent in duties and wages to that which he/she had at the time his/her request for a leave of absence was approved, if a vacancy exists. If a vacancy does not exist, the employee will be placed on a waiting list subject to recall by seniority for positions for which he/she is qualified.

An employee who fails to return at the end of their approved leave of absence will be considered to have resigned from the District.

### 6.4 Civic Responsibility Leave

An employee shall be granted a leave for jury duty or subpoena.

There will be no deduction in the employee's compensation for jury duty or subpoena, provided the employee is not the plaintiff or defendant in an action.

## 6.5 Military Leave

The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and/or Federal law.

An employee who enlists, is inducted, or recalled to active duty, shall be granted a leave of absence without pay for the period of his/her military service and shall be reinstated to his/her former or comparable position, provided application for such position has been made to the District within ninety (90) days after the expiration of such military service.

## 6.6 Religious Leave

Employees planning to participate in a religious observance on a scheduled work day shall be granted up to three (3) days leave for this purpose.

The employee shall have the days charged to his/her allocated General Leave.

An employee desiring to take leave for religious observance must submit written notification to his/her supervisor at least fifteen (15) days in advance of the leave date(s) requested. Supervisors will forward all notifications of such leave to the Human Resources Department.

## 6.7 Leave Without Pay

Employees may use Leave Without Pay should no other provisions of General Leave in Article 6 apply. Requests for Leave Without Pay must follow the following steps to be considered for approval:

- a) Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's principal/supervisor.
- b) The principal/supervisor will acknowledge receipt of the request and submit to the Human Resources Department.
- c) In consultation with the principal/supervisor, the Human Resources Department will review the request, including exploring other leave options that may be available to the employee.
- d) The granting of Leave Without Pay shall be on a case by case basis.
- e) Leave Without Pay requests for the first five (5) or last five (5) school days of the year shall not be granted unless special circumstances or needs of the individual as well as the best interests of the educational program will be considered in making the determination to grant or deny the application. Such leaves will have no effect on seniority or benefit accrual.
- f) The employee shall be notified in a timely manner whether or not the Leave Without Pay request has been approved.

6.8 Professional Leave

An employee may be allowed leave with pay to attend classes, conferences, seminars, etc., which would enhance the job performance of said employee. Prior approval must be obtained from the employee's immediate supervisor by completing a Prior Approval Form (Travel/Registration).

6.9 Limits on Combining Leave

Employees may not exceed a maximum of five (5) consecutive scheduled work days use of a combination of personal leave or unpaid leave. Should an employee be absent for more than six (6) consecutive work days for extended travel or vacation, the employee shall be considered to have resigned and will have to reapply for his/her position.

6.10 Leave Exceptions

Unusual or extraordinary circumstances may exist with an individual employee regarding leave requests. In such cases, Human Resources will notify the Union of the situation and will make every effort to mitigate the situation with the employee.

ARTICLE 7 - INSURANCE

7.1 Medical Insurance

Employee eligibility for medical insurance contributions shall be based upon hours assigned per week as noted below:

1. Employees who are assigned thirty-five (35) hours per week or more
2. Employees who are assigned at least twelve (12) hours per week, but less than thirty-five (35) hours per week

The District will negotiate annually the benefit contribution amounts for eligible employees, including the District's total annual contribution amount.

Employees with multiple assignments may combine hours worked to determine eligibility for health insurance. The assignment with the greatest number of hours will determine the bargaining unit benefit allocation schedule to be used. If the hours in each assignment are equal, the assignment in which the employee receives the highest level of benefits will determine the applicable allocation schedule.

An employee who has exhausted all General Leave benefits and is on a medical leave of absence without pay shall continue to receive the District health insurance contribution until the expiration of his/her current assignment. The phrase "current assignment" under this paragraph means the twelve-month period between September 1 through August 31

of the ensuing calendar year during which the employee would otherwise be regularly scheduled to work if they were not on a medical leave without pay.

7.2 Industrial Insurance

The District will provide industrial insurance in accordance with state law.

7.3 Dental/Vision and Life Insurance

In accordance with the total allocation per employee as described in Section 7.1 above, the District will provide all employees who are assigned twenty (20) hours a week or more with dental, vision and life insurance. The premiums will be paid by the District.

7.4 Retirement

Consistent with State law, employees who are eligible shall receive retirement benefits.

7.5 Section 125

Under the auspices of Section 125 of the Internal Revenue Code the District shall provide 1) a medical premium conversion program which allows an employee to elect to have any of his/her health insurance premium contributions paid before the application of income taxes under the Internal Revenue Code; 2) a Health Care Expense Account (HCEA) which allows an employee to use pre-tax dollars to pay for expenses not 100% covered or ineligible for payment through the group health care plans; and 3) a Dependent Care Reimbursement program which allows an employee to use pre-tax dollars to pay for allowable dependent care costs.

ARTICLE 8 – PERSONNEL FILE

An employee's personnel file shall contain job assignments, transcripts and other documents pertaining to education/ certification where appropriate, performance evaluations, and such additional communications and records as are related to an individual's employment status with the District.

The employee's personnel files shall be open to his/her inspection at reasonable times upon request.

Notice will be provided an employee when material is placed in or removed from his/her personnel file. The employee will be given an opportunity to attach comments to materials placed in his/her file.

Upon written request of an employee, the District shall remove from that employee's personnel file a written reprimand that is three (3) years old or older as long as said

employee has not been disciplined further since the date of the written reprimand. In accordance with WAC 181-88, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

## ARTICLE 9 - PERFORMANCE EVALUATION

### 9.1 Evaluation

Each employee shall have his/her performance evaluated using the standard District form by his or her immediate supervisor and reviewed by the Nutrition Services Director upon completion of the probationary period and annually thereafter. The annual evaluation shall occur no later than May 31 of each school year.

Each evaluation will concern an employee's work performance, focusing on weaknesses and strengths with specific suggestions for improvement including opportunities for professional development where appropriate. The expectation for completion of the evaluation is that comments be descriptive but not lengthy. Performance should be described with enough clarity that positive or negative behaviors can be identified.

A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.

Each evaluator who is in the bargaining unit will be provided one half hour (30 minutes) paid time for each individual evaluation for which the evaluator has responsibility.

### 9.2 Unsatisfactory Performance

If an employee's performance is deemed to be unsatisfactory at any time, the immediate supervisor shall meet with the employee to discuss performance concerns and address areas of performance where the employee will need to improve.

The supervisor may place the employee on a formal performance improvement plan. The employee shall be informed of the duration of such plan, the areas of performance where the employee shall be required to improve, the performance expectations to be achieved and, if applicable, any district support to be provided to the employee. The supervisor shall meet periodically with the employee and provide the employee feedback on his/her performance during any performance improvement plan period.

Following the initial notice to the employee of performance concerns and the establishment of a performance improvement plan, an employee may not be terminated for poor job performance unless the employee has been provided feedback regarding continuing performance concerns during the improvement plan.

If the employee does not successfully meet the expectations established in the plan, the employee will be subject to having his/her employment terminated. Nothing in this Article 9 shall be construed to prevent an employee from being discharged or disciplined for misconduct that is unrelated to the satisfactory performance of assigned duties.

### 9.3 Evaluation Appeal

An employee may appeal an evaluation which has a potentially adverse effect on his/her employment status through the following appeals process:

STEP ONE: Within fourteen (14) calendar days of receipt of an evaluation, the employee, either directly or with the assistance of the Union, will commit such appeal to writing, sign it, and present it to the Nutrition Services Manager. The written statement should include (1) the nature of the appeal, (2) the alleged discrepancies in the evaluation, and (3) the recommended corrections to the evaluation.

Within fourteen (14) calendar days after receipt of the written appeal, the Nutrition Services Manager shall communicate his/her written response to the employee.

STEP TWO: If the employee is not satisfied with the resolution at Step One, he/she may, within fourteen (14) calendar days after receipt of the written response, submit his/her appeal to the appropriate District administrator.

The appropriate District administrator shall meet with the employee within fourteen (14) calendar days after receiving the appeal. A written decision shall be rendered within thirty (30) calendar days of such meeting. Said decision shall be final and binding on the District and the employee.

The District and the Union may mutually agree in writing to extend the limits at any one of the steps described herein.

## ARTICLE 10 - COMPENSATION

### 10.1 Salary

Salaries for 2018-2019 shall be increased by 3.1% plus market adjustments. These adjustments are reflected in the salary schedule.

Salaries for 2019-2020 shall be increased by 2%. For 2020-2021, salaries shall be increased by 2%.

10.1.1 Regularly assigned employees will be paid in 12 equal installments according to the salary schedule as set forth in Appendix A. Each warrant shall contain one twelfth (1/12) of the contracted salary.

- 10.1.2 Time cards shall be submitted for hours worked in addition to assigned hours and for substitute employee hours. Each will be paid as an hourly wage based on the salary schedule.

Employees who have temporary hourly assignments or overtime hours paid following submission of time cards shall receive all compensation owed for such services on the first pay warrant following the date such time cards are submitted on which it is possible to include the compensation in accordance with established payroll cut off dates.

- 10.1.3 Electronic payroll warrants shall be available on-line to the employee on the last working day of each month except:

10.1.3.1 December warrants will be issued on the first working day in January, for the 2018-2019 school year. Effective for the 2019-2020 school year and thereafter, December warrants shall be issued prior to the end of the calendar year (December 31).

10.1.3.2 In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.

10.1.3.3 However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

- 10.1.4 Electronic Transfer of Pay Warrants

Within forty-five (45) days after receipt of authorization from an employee, the District shall electronically deposit the employee's monthly pay warrant directly in any bank which is capable of receiving electronically transferred payroll deposits through an automated clearing house.

- 10.1.5 Sixty (60) Day Trial Period

Anyone promoted to a higher job classification will move from the trial period salary to the maximum salary after successful completion of a sixty (60) day trial period. The trial period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence.

## 10.2 Meetings

Mandatory meetings for elementary cook leads and managing cook IIs will be scheduled in advance and the schedule provided to the employees. The pay rate for Nutrition Services management called meetings that are held outside of the employee's regularly scheduled work hours shall be at the employee's regular rate of pay unless such hours are overtime hours, at which time the overtime rate of pay will apply. Employees shall be paid for a minimum of one and one-half (1.5) hours for attendance at such meetings.

Elementary cook leads and managing cook IIs shall be required to work one day prior to the beginning of the school year for the purpose of planning and preparation.

10.3 Call-Back Pay

A minimum of two (2) hours pay will be paid any employee who is called back to work. If the assignment exceeds two (2) hours, the employee will be compensated for all hours worked. This pay shall be at the regular rate of pay except in overtime situations, in which case the overtime rates would apply.

10.4 Longevity

Employees shall receive additional compensation as follows:

Upon completion of 5 years by November 1st of a school year, \$0.15 per hour

Upon completion of 10 years by November 1st of a school year, \$0.25 per hour

Upon completion of 15 years by November 1st of a school year, \$0.50 per hour

10.5 Paid Holidays

The following are District holidays:

September

Labor Day

February

President's Day

November

Veteran's Day

Thanksgiving Day

Day following Thanksgiving Day

April

Last Friday of

Spring Vacation

December

Christmas Day

Day before or after Christmas Day

May

Memorial Day

January

New Year's Day

Day before or after New Year's Day

Martin Luther King, Jr. Birthday

July

Independence Day\*

The District shall designate whether the day before or after Christmas and New Year's Day shall be the holiday.

***For the 2018-2019, employees shall be paid for six (6) holidays at their regular hourly rate beginning with January 1, 2019 and the remainder of the identified holidays for the scheduled work year for the employee. For the 2019-2020 school year and thereafter, employees shall be paid for twelve (12) holidays as identified, aligned to***



*their work year. \* No employees covered by this contract will work have a work year that covers the Independence Day holiday.*

Employees shall receive the above holidays as pay based upon their regularly scheduled hours and contract days. In order for an employee to receive holiday pay, the employee must work the scheduled day before and the scheduled day after the paid holiday. If an employee is absent, (s)he may be required to provide a doctor's note or other form of document as stated in Article 8.

## ARTICLE 11 - TRAINING AND INSERVICE

### 11.1 Staff Development

Nutrition Service employees will be offered a variety of continuing education opportunities throughout the school year. While attendance is voluntary, to be in compliance with the Healthy Hunger Free Kids Act of 2010, school nutrition employees are annually required to participate in job specific training. The total hours of required annual training depends on an individual's level of responsibility and work schedule. The table below outlines the federal training requirements. Training must be completed annually between July 1 and June 30<sup>th</sup> of the following year. School nutrition employees hired on or after January 1, are only required to complete half of the required hours for that school year. Employees will be compensated for participation in continuing education opportunities **up to** their required annual professional standard training hours. Failure to complete professional standard requirements may lead to corrective action, up to and including termination.

<b>Position</b>	<b>Defined As</b>	<b>Annual Hours</b>
Leads/Manager	Individual with managerial responsibilities at the school site level.	10 hours
Staff	Works 20 or more hours weekly in direct support of school meal program	6 hours
Part-Time Staff	Works less than 20 hours per week in direct program support	4 hours

The term "staff" refers to individuals without managerial responsibilities who are involved in the day to day operation of the school meal program. In the Bellevue School District, Kitchen Assistants and Central Kitchen Floats fall into this category.

Nutrition Services employees will additionally be offered paid professional development opportunities up to eight (8) additional hours

Training will be scheduled by Nutrition Services to take place on non-teaching days when the students are not in attendance or other times that would not interrupt meal service delivery to students.

The Nutrition Services Department will attempt to make some or all of the professional development training meet the eligibility criteria for certification credit noted in Section 11.2 below.

The Labor Management Committee will develop a list of trainings of interest to the members and the District.

### 11.2 Certification Program

Employees are encouraged to develop standards of excellence in school food service through continuing education. The certification program as established by the School Nutrition Association is recognized by the District as a means of achieving excellence. Employees who achieve certification pursuant to School Nutrition Association program at Level I, II, III, or IV will be eligible for additional compensation each year as specified in Appendix A of this Agreement. Verification of certification completion will be made by the Nutrition Services Department in a meeting with the Union Certification chairperson. In the event that an employee fails to become recertified, the employee will be dropped from the certification program and the added compensation will terminate as of the month in which certification is no longer effective.

Four certification levels will be established.

Level 1		\$380.00/year
Level 2		\$490.00/year
Level 3		\$600.00/year
Level 4		\$700.00/year

### 11.3 Registration/Tuition Reimbursement

The District shall reimburse employees the cost of registration/tuition if enrolled in a class/seminar that leads to certification in the School Nutrition Association (SNA). All class(es)/seminar(s) must be taken during the school year or WSNA/SNA conferences or classes during the summer and must be pre-approved by the Nutrition Services Director or the appropriate District administrator. All registration and tuition costs shall be reimbursed upon the successful completion of the class/seminar and shall not exceed \$1,000 per employee per year (September 1 through August 31). To be eligible for reimbursement, employees will be limited to taking one class at a time; i.e., any additional class/seminar will be subject to pre-approval after the completion of the previous class/seminar. This provision will expire upon the conclusion of this Agreement and shall only be placed in a successor contract by mutual agreement.

### 11.4 Annual State Conference

The District will pay the registration fee, travel and per diem expenses for all managing cook IIs attending the Annual State Conference. The District will pay the registration fee for any other employee who is approved to attend the Annual State Conference and up to

a total of one thousand five hundred dollars (\$1,500) for travel and per diem for those employees attending the Annual State Conference.

## ARTICLE 12 - AFFIRMATIVE ACTION

It has been, and continues to be, the policy of the District to provide equal employment opportunity to all applicants and employees without regard to race, color, religion, national origin, disability, age, sexual orientation, marital status, or sex. This policy is intended not only to assure compliance with applicable federal and state laws and regulations concerning affirmative action and equal employment opportunity, but to actively promote equal employment opportunities toward the end of enhancing the educational program of the District.

It is the intent of this policy that efforts be made to identify and eliminate any evidence of existing discriminatory practice, and further, that efforts be made to prevent future discrimination.

## ARTICLE 13 - GRIEVANCE PROCEDURE

### 13.1 Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of employees.

### 13.2 Definition

A grievance is a claim by an employee and/or the Union that the express terms of this Agreement have been violated or misapplied by the District.

### 13.3 Procedure

An employee may institute a grievance on his/her own or may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

#### Informal Step

Prior to filing a grievance at Step One, the grievant shall first meet with his/her supervisor to try to resolve a potential grievance. The employee may ask a union representative to be present at the meeting.

STEP ONE: If the grievance cannot be resolved informally, within thirty (30) calendar days of the time a grievance arises, the grievant will commit the grievance to writing on a Grievance Review Request form, sign it, and submit it to his/her immediate supervisor.

This written grievance shall include: 1) the nature of the grievance; 2) the section(s) that allegedly have been violated or misapplied; and 3) the recommended solution to the grievance. A copy of the Grievance Review Request form shall also be sent to the Human Resources Department.

Within fourteen (14) calendar days after receipt of the written grievance, the supervisor shall communicate his/her written response to the grievant and the Union.

STEP TWO: If the grievant is not satisfied with the resolution at Step One, he/she may, within fourteen (14) calendar days after receipt of the written response from Step One, submit the grievance to the Human Resources Department. The Human Resources representative shall meet with the grievant in an effort to resolve the grievance within fourteen (14) calendar days after receipt of the second step.

Within fourteen (14) calendar days after the Step Two Grievance meeting, a Human Resources representative shall communicate a written response to the grievant and the Union. At the conclusion of Step Two, either the Union or District may request voluntary mediation in an attempt to resolve the grievance. Both parties must agree to mediation. In the event mediation occurs, the parties agree to suspend the timelines for submission to Step Three should there be no settlement at mediation. The parties will select an agreed upon mediator, which may utilize the Public Employees Relations Commission or another accepted entity. The parties will evenly split the cost of the mediator, if any and bear their own costs and expenses for mediation. Should the parties reach an agreed upon mediated settlement, the grievance shall be considered resolved.

STEP THREE: If the grievance is not satisfactorily resolved at Step Two, within fourteen (14) calendar days after receipt of the written response in Step Two or failure to reach a mediated resolution, the Union may submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- a) The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- b) The arbitrator's decision shall be final and binding on the Union, the employees involved, and the District.
- c) The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

#### 13.4 Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will

move the grievance to the next step automatically. Failure of the grievant to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Union mutually may agree in writing to extend the time limits.

### 13.5 Grievance Review Request Form

Copies of the Grievance Review Request Form shall be available in every school building or facility where bargaining unit members work.

## ARTICLE 14 - LIABILITY INSURANCE

The District shall provide insurance coverage protecting an employee against any claim for injury to person(s) or damage to any property, other than school property, arising out of their employment.

Protection shall be provided to an employee in the event that a claim is made for such things as driving the District's vehicles (including driver training cars), detention, malicious prosecution, libel, slander, and other so-called personal rights. Such coverage shall be applicable up to a total limit of five million dollars (\$5,000,000) for any one occurrence; provided, however, an exception to this would be while the employee is using the employee's own automobile or some other automobile not owned by the District in connection with his/her employment. In this case, coverage thus extended would provide employees covered under this Agreement with the same protection as provided for the District as a whole, its superintendent, administrators, and the Board of Directors.

## ARTICLE 15 - SUBCONTRACTING

The Union recognizes that contracting out work normally performed by bargaining unit employees is a right of the District.

Therefore, when the District is considering contracting out work performed by bargaining unit members, the District agrees to notify the Union and to follow the process set forth in RCW 28A.400.285 and the related regulations of the Office of the Superintendent of Public Instruction. This includes the conduct of a feasibility study to be developed in consultation with the Union prior to any decision being made.

If the District should transfer, subcontract, or otherwise change the operation of the food service program such that it is operated by any other party, the District will contract with the purchaser, transferee, or subcontractor, that employees covered by this Agreement will be offered employment by the new agency to fill vacancies created by this transaction, provided existing employees of the agency are not available to fill these positions. Positions shall be offered on the basis of seniority.

## ARTICLE 16 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any matter deemed a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Union unqualifiedly and specifically waives the right and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of the parties at the time of execution hereof. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

## ARTICLE 17 - CONDITIONS OF AGREEMENT

### 17.1 Severability

In the event that any provisions of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### 17.2 Duration

The 2018-2021 Agreement shall be in full force and effect from September 1, 2018, through August 31, 2021. This beginning effective date applies to all provisions of this Agreement except where the express terms of a specific provision of this Agreement provide otherwise.

### 17.3 Modification

This Agreement may be modified only with the written consent of both parties.

### 17.4 Reopener

ARTICLE 7 – INSURANCE, Sections 7.1, Medical Insurance, and 7.3, Dental/Vision Insurance, shall be open for negotiations commencing on or after May 31st of each year, for the purpose of application of these conditions of employment to the ensuing fiscal year.

17.4.1 If for reasons related to legislative action or a vote of the people resulting in the District being imminently faced with a reduction in available revenue for any school year during the term of this Agreement equal to more than three percent (3%) of the total revenues

available to the District during the current year or the year following the current school year, the parties shall enter into negotiations to address the crisis. Said negotiations shall commence within twenty (20) days following a written notification from the District to SEIU of the District's intention to enter into said negotiations. Said notification shall include the reason(s) for the notification, the projected revenue loss, and those provisions of the Agreement the District desires to modify, together with the manner of modification proposed.

The parties have executed this Agreement this \_\_\_\_day of \_\_\_\_\_ 2018.

**SIGNATORIES:**

**FOR BELLEVUE SCHOOL DISTRICT #405:**

**FOR SEIU, LOCAL #925:**

\_\_\_\_\_  
Melissa deVita

\_\_\_\_\_  
Courtney Ramirez

\_\_\_\_\_  
Jeffrey J. Thomas

\_\_\_\_\_  
Tricia Schroeder

\_\_\_\_\_  
Wendy Weyer

\_\_\_\_\_  
Nancy Soohoo

\_\_\_\_\_

\_\_\_\_\_  
Fanny Or

\_\_\_\_\_

\_\_\_\_\_  
Linda Sin Chung

\_\_\_\_\_  
Kim Watkins

**BELLEVUE SCHOOL DISTRICT NO. 405**

Bellevue , Washington

**NUTRITION SERVICES CLASSIFIED WAGE SCHEDULE**

**09/1/2018-08/31/2019**

3.1% Increase Plus Market Adjustment

	JOB CLASSIFICATION	SUBSTITUTE	ENTRY	TRIAL** PERIOD	MAXIMUM
A	Kitchen Assistant	\$15.75 *	\$15.75		\$17.50
B	Central Kitchen Float		\$17.25	\$17.75	\$18.50
C	Elementary Cook - Lead		\$20.00	\$20.35	\$21.50
D	Managing Cook II		\$21.55	\$22.75	\$23.75

All regular employees shall be entitled to lunch in addition to normal compensation. Lunch will be consumed in accordance with Article 3, Section 3.4, and on the school premises.

A stipend will be paid to those employees who have proof of current yearly membership in ASFSA and/or BSFSA, have proof of certification and submit to the Nutrition Services Department documentation of certification and current membership in said organization(s).

Stipends:	Level 1	\$380.00/year
	Level 2	\$490.00/year
	Level 3	\$600.00/year
	Level 4	\$700.00/year

v Definitions of classifications and experience and education eligibility requirements set by the ASFSA Certification Program in place on September 1, 1999.

\*Substitute kitchen assistants who have five (5) years' previous experience in regular employment with the Bellevue School District Nutrition Services operation will be paid at the maximum rate.

Upon completion of 5 years by November 1st of a school year, \$0.15 per hour will be added to the hourly wage.

Upon completion of 10 years by November 1st of a school year, \$0.25 per hour will be added to the hourly wage.

Upon completion of 15 years by November 1st of a school year, \$0.50 per hour

\*\*This column would also be for pay at higher classification consistent with Section 3.7.



Nutrition Services Leaves				
Leave type	To be used:	Form:	Is there a Balance in Time Card Online?	Comes out of general leave?
<b>Sick leave (from General Leave Bank)</b>	<ul style="list-style-type: none"> <li>An absence resulting from an employee’s mental or physical illness, injury, or health condition</li> <li>To accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition</li> <li>To accommodate and employee’s need for preventative medical care</li> <li>To allow the employee to provide for a family member with a mental or physical illness, injury, or health condition</li> <li>For the care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition</li> <li>To care for a family member who needs preventative medical care</li> <li>For any absence that qualifies for leave under the domestic violence leave act</li> </ul>	Not required but documentation may be requested	YES	<b>You accrue based on hours worked</b>
<b>Personal Leave</b>	<ul style="list-style-type: none"> <li>You may take up to 3 days (equal to the number of hours per day employed)</li> <li>Personal leave may be granted in increments of 2 hours, up to a maximum of an employee's regular work day</li> <li>Cannot be taken during the blackout dates*</li> <li>Request must be entered in Time Card Online at least 10 business days prior to the leave date</li> <li>A 2 hours absence may result in NO Substitute coverage</li> <li>A maximum of 2 employees district-wide, one employee per site, one elementary, one secondary</li> </ul>	Not required	NO	<b>YES</b>
<b>Ceremony leave</b>	One day for ceremonies such as marriages or graduations, work day or requiring a work day travel. Please submit the form in advance if you have any questions.	Required + attachment and/or details needed	<b>NO</b>	<b>YES</b>
<b>Bereavement leave</b>	<ul style="list-style-type: none"> <li>Up to 5 days available can be taken in the case of the death of a family member within 30 days from the date of death</li> <li>One day may be taken for the death of a non-family member, with a limit of 3 days per year</li> </ul>	Form and Documentation required within 30 days	NO	NO
<b>Religious Leave</b>	Employees may take up to 3 days of leave total/year for religious purposes, that needs to be entered in Time Card Online at least 15 days in advance.	Required	<b>NO</b>	<b>YES</b>
<b>Professional leave</b>	To attend classes, conferences, seminars that will enhance the job performance of the employee. Prior approval must be obtained from the supervisor by completing a prior approval form	Prior approval form	NO	NO
<b>Civic Responsibility</b>	A copy of the summons is needed	Required + attachment	NO	NO
<b>Leave without pay</b>	<ul style="list-style-type: none"> <li>Applications for leave without pay will be made as early as possible to the employee’s supervisor who will make a recommendation to human resources</li> <li>Granting leave without pay is not guaranteed, so employees should not make plans prior to approval</li> </ul>	Required + attachment and/or details needed	NO	N/A

**\*Blackout dates: the first and last 5 days of the school year, the day before or after a holiday or non-student day.**

### Grievance Form

Employee's Name: \_\_\_\_\_  
(If group grievance, description of class of employees impacted, names may be included on separate document)

Phone/ Home or Cell \_\_\_\_\_ Work Phone \_\_\_\_\_

Work Location \_\_\_\_\_ Shift Hrs. \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Hire \_\_\_\_\_ Rate of Pay \_\_\_\_\_

Immediate Supervisor's Name \_\_\_\_\_ Worksite Leader's Name \_\_\_\_\_

Date of Grievance \_\_\_\_\_ Date of Incident(s) \_\_\_\_\_

When was this issue discussed with the supervisor? \_\_\_\_\_

Statement of Grievance (*be specific; use back of form or separate sheet of paper, if necessary*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy of Grievance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section(s) of Contract Violated (*including but not limited to*)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date Submitted**

*Please give completed grievance form to your supervisor with a copy to your worksite leader or steward.  
Service Employees International Union, Local 925  
1914 N. 34<sup>th</sup> Street, Seattle, WA, 98103. Phone 206.322.3010 Fax 206.632.7219*