

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**TACOMA SCHOOL DISTRICT**

AND

**PUBLIC SCHOOL EMPLOYEES OF**

**TACOMA SCHOOL DISTRICT**

**FOOD SERVICE**

**Chapter Number 610**

SEPTEMBER 1, 2008 - AUGUST 31, 2011

**PSE STATE OFFICE**

P. O. Box 798

Auburn, Washington 98071-0798

1-866-820-5653

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I	DEFINITIONS AND RECOGNITION 1
ARTICLE II	RIGHTS OF THE BOARD 2
ARTICLE III	ASSOCIATION REPRESENTATION 2
ARTICLE IV	RIGHTS OF EMPLOYEES 3
ARTICLE V	HOURS OF WORK AND OVERTIME 4
ARTICLE VI	HOLIDAYS AND VACATION 7
ARTICLE VII	INSURANCE AND EMPLOYEE PROTECTION 8
ARTICLE VIII	LEAVES 10
ARTICLE IX	PROBATION, SENIORITY, TRANSFER AND LAYOFF 17
ARTICLE X	DISCIPLINE AND DISCHARGE 20
ARTICLE XI	ASSOCIATION MEMBERSHIP 22
ARTICLE XII	GRIEVANCE PROCEDURE 23
ARTICLE XIII	SALARIES, WAGES AND EMPLOYEE COMPENSATION 26
ARTICLE XIV	TRAINING 28
ARTICLE XV	FURTHER PROVISIONS 29
SIGNATURE PAGE	30
SCHEDULE A (2008-2009)	31
MEMORANDUM OF UNDERSTANDING (CATERING EVENT STAFFING)	32
APPENDIX A UNIFORM	34
MEMORANDUM OF UNDERSTANDING (DISPLACEMENT - SCHOOL CLOSURES)	35
INFORMATION PAGE – Evaluation Form	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## P R E A M B L E

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 Food Services, hereinafter called the "Union."

The parties hereto agree as follows:

## A R T I C L E   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 employee of the District covered by this Agreement.
4. Substitute: Any employee working 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.
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 Food Service, Chapter #610, an affiliate of Public School Employees of Washington/SEIU.

#### **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 school food services program; administrative and clerical food service employees shall be excluded and other positions may be excluded from the bargaining unit when agreed to by the Board and the Union.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

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

**ASSOCIATION 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 times.

**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 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 effect the bargaining unit. In no event can agreements reached in labor/management abridge, add to, or subtract from the Collective Bargaining Agreement unless both parties agree to reopen the Agreement and enter into formal negotiations.

1 **Section 3.3. Release Time for Union Conferences and Meetings.** The District will grant, upon written  
2 request, up to 320 hours of paid leave each school year for official Union business for the following  
3 reasons: Grievance investigation, grievance hearings, contract negotiations, and Union training  
4 conferences, conventions and other Union business.

5  
6 Paid leave will be limited to the following Union officers (President, Vice-President, Secretary, Treasurer,  
7 and Sound Partnership Liaison) and Union appointed officials, and in the case of grievance hearings or  
8 negotiations, those employee members who are material to the grievance or part of the negotiating  
9 committee. Requests for such leave shall be made to the Human Resources Department in advance of the  
10 leave. The purpose of the leave will be clearly stated. The leave shall not be granted if the purpose of the  
11 leave violates State law or regulations.

12  
13 **Section 3.4.** The District will post the current collective bargaining agreement on the District web site.  
14  
15

## 16 17 **ARTICLE IV**

### 18 19 **RIGHTS OF EMPLOYEES**

20  
21 **Section 4.1. Equitable Treatment.** The District agrees that the provisions of this Agreement shall not  
22 be denied to any employee because of race, creed, religion, color, sex, national origin, age or marital  
23 status.  
24

25 The Union agrees that the membership in the Union shall not be denied to any employee because of race,  
26 creed, religion, color, national origin, age, sex or marital status.  
27

28 **Section 4.2. Evaluation.** Each employee will be evaluated by June 15 annually, except as otherwise  
29 provided below.  
30

31 The appropriate Food Services Field Assistant or the Manager of Food Services shall prepare the  
32 employee's annual evaluation with any additional input offered by the work site's cook manager,  
33 satellite/cashier/helper or principal.  
34

35 An employee shall have at least five (5) working days to review his/her evaluation before discussing it  
36 with the evaluator.  
37

38 An employee has the right to attach a written statement or document to the evaluation form within thirty  
39 (30) days of the evaluation. Said statement or document shall be referenced in and stapled to the  
40 evaluation.  
41

42 Once an employee has received three (3) consecutive years of satisfactory evaluations, the employee will  
43 be placed on a three-year (3) evaluation cycle. Employees who transfer to a new assignment shall receive  
44 an annual evaluation. If the evaluation is satisfactory, the employee will be placed on a three-year (3)  
45 evaluation cycle. However, should the Food Service Field Assistant or Manager of Food Services  
46 consider an employee's performance less than satisfactory at any time during the school year, the  
47 employee will be evaluated at that time.  
48

1 Evaluations containing two (2) or more low marks shall be construed as unsatisfactory. If an employee is  
2 going to receive low evaluation marks, said employee shall be notified of the deficient issue(s) in writing  
3 at least forty (40) working days prior to receiving the actual evaluation.  
4

5 Employees who otherwise are not required to be evaluated may request to be evaluated if submitted in  
6 writing to their supervisor on or before November 15 annually.  
7

8 **Section 4.3. Personnel Files.** When the District puts a document into an employee's personnel file, the  
9 employee will be given a copy, unless the document has the employee's signature on it.  
10  
11

## 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE V

### **HOURS OF WORK AND OVERTIME**

17 **Section 5.1. Duty-Free Meal Period.** Employees who work four (4) or more hours shall be allowed a  
18 non-paid, duty free meal period of thirty (30) minutes which commences no less than two (2) hours or  
19 more than five (5) hours from the beginning of the shift.  
20

21 **Section 5.2. Rest Periods.** Employees shall be allowed a rest period of not less than ten (10) minutes on  
22 the employer's time for each four (4) hours of working time.  
23

24 **Section 5.3. Use of District Facilities.** Food service employees shall be paid only by the District for any  
25 and all work performed in District facilities whether it be performed in the regular breakfast program,  
26 regular lunch program, special summer feeding program, environmental education program, banquets,  
27 dinners, breakfasts, luncheons, and any and all other functions approved by the Food Services Manager  
28 and/or Director of Buildings and Grounds related to use of kitchen facilities by the PTSA, Metro Park  
29 District Summer Feeding Programs, and groups outside the regular school program.  
30

31 No food service employee may be paid by anyone other than the District for performing services in  
32 District facilities or in other facilities in connection with District sponsored activities for which they  
33 receive District pay. Such work performed outside the regular working day shall be compensated at the  
34 appropriate rate of pay, or if the time is over eight (8) hours per day, or forty (40) hours per week at the  
35 overtime rate of pay.  
36

37 In the event that kitchen equipment is to be used by outside groups or organizations and/or food is to be  
38 prepared and served to the general public, a food services employee shall be present.  
39

40 At the request of the child nutritionist manager or child nutritionist satellite cashier and with the approval  
41 of the manager of food services, extra time or overtime shall be granted for any additional cleanup  
42 required.  
43

44 The cost of consumables, materials or supplies used by outside groups/organizations will be reimbursed  
45 by the sponsoring organization to the District.  
46  
47  
48

1 **Section 5.4. Summer Feeding Program.** The District Food Service Office will send out the written  
2 form entitled “Intent to Work Summer Child Nutrition Program” no later than April 15<sup>th</sup> each year to all  
3 child nutrition employees covered by this agreement.

4  
5 Employees who wish to participate in the District's Summer Child Nutrition Program shall make their  
6 request to the Nutrition Services Manager for Food Services by May 1<sup>st</sup> each year.

7  
8 All Summer Program employees must attend the mandatory summer food service program meeting, or a  
9 mandatory “make-up” meeting with the District to be eligible for work in this program.

10  
11 Employees electing not to work or those not on an approved contractual leave authorized by Food Service  
12 Management or the District will lose their summer seniority date.

13  
14 The 2008 Simplified Summer Food Program Staff will have their summer program seniority  
15 grandfathered as reflected on the August 12, 2008 updated list.

16  
17 Employees will use the provisions of the current collective bargaining agreement for retaining their  
18 seniority date and all approved leave provisions.

19  
20 Employees who have never worked the summer program will have their summer food service program  
21 seniority date established on their actual first day of work in the summer program.

22  
23 All job assignments for the program shall be according to ability and seniority. Modifications in  
24 assignments due to program change will be based on ability and seniority. The District will provide the  
25 union with the rationale for bypassing the seniority of any bargaining unit member for the summer feed  
26 feeding program. Where ability is equal, seniority earned in that program shall be the deciding factor.  
27 Those employees requesting but not hired for the summer program shall be used as substitutes on the  
28 basis of seniority. Work shall be assigned and paid on the basis of regular job descriptions. An employee  
29 may earn one (1) day of sick leave each month for work performed in July and August provided said  
30 employee works a minimum of thirty-five (35) hours per month during July and/or August in a District  
31 program. The sick leave earned will be added to the employee’s accumulated sick leave balance.

32  
33 An employee who is working during June, July and August and who becomes ill during these months will  
34 be allowed to draw upon their sick leave balance, if any, to cover the period of illness.

35  
36 Employees qualifying for WSNA (Washington School Nutrition Association) certification wage  
37 recognition salary during the school year shall continue to receive same during the summer program. The  
38 District will provide the summer work seniority list to the Association (PSE/SEIU Tacoma Food Service  
39 Chapter) each year prior to the beginning of the summer food service program.

40  
41 **Cross Reference:** Article VIII, Section 8.5. Bereavement Leave: This leave can be utilized during the  
42 summer months.

1 **Section 5.5. Uniform Allowance.** During each year of the Agreement, the District shall grant a uniform  
2 allowance to all regular food service employees covered by this Agreement. The allowance may be used  
3 only for the purchase of uniforms and duty shoes, which meet the standard determined by the PSE  
4 Uniform Committee. The District will reimburse employees for the actual purchase price up to a  
5 maximum of two hundred dollars (\$200.00) per year per employee on District required uniforms/shoes.  
6 (See Appendix A – Annual Uniform Committee Report).

7  
8 The employee may submit up to three (3) times a year for reimbursement at any time of the school year,  
9 with the exception of September and January, upon presentation of a store receipt of fifty dollars (\$50.00)  
10 or more. The District will reimburse the expenditures to the employee as soon as possible.

11  
12 **Section 5.6. Overtime/Compensatory (Comp) Time.** All hours worked beyond eight (8) hours per day  
13 or forty (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the  
14 employee's regular rate of pay.

15  
16 Hours worked on Sunday beyond eight (8) hours per day or forty (40) hours per week will be  
17 compensated at double time (2) at the employee's regular rate of pay.

18  
19 Overtime/Compensatory (Comp) time must be pre-approved by the employee's Child Nutrition Services  
20 Manager, or his/her designee. Compensatory (comp) time in lieu of overtime must be chosen by the  
21 employee, and must be pre-approved by the employee's Child Nutrition Services Manager or his/her  
22 designee.

23  
24 If an employee elects to take compensatory (comp) time in lieu of overtime, he/she shall receive straight  
25 time for all hours worked under eight hours per day (Monday through Friday), and time and one-half  
26 (1 ½) times their regular rate of pay for all time worked over eight (8) hours per day, or forty (40) hours  
27 per week.

28  
29 **Overtime/Compensatory (Comp) Time Accumulation:** No employee will be permitted to accumulate  
30 more than one hundred (100) hours of compensatory (comp) time. Compensatory (comp) time earned  
31 will not be lost. Any overtime required of an employee with one hundred (100) hours of accumulated  
32 compensatory (comp) time will be paid at the appropriate rate of pay in accordance with the regular  
33 payroll cycle. Every year compensatory (comp) leave balances as of August 31<sup>st</sup> will be paid off in  
34 September at the rate earned during the preceding year. If a compensatory (comp) time balance is not  
35 paid by the District or used by the employee before termination of employment, it will be paid as part of  
36 the employee's final pay warrant.

37  
38 **Cross Reference: Holiday, Article VI, Section 6.1.1.**

39  
40 **Section 5.6.1.** Meetings will be considered hours worked for the purposes of overtime compensation.

1 **Section 5.6.2.** A “callback” is being required to return to work after having been off duty for at least  
2 thirty (30) minutes. All callbacks will be paid at the rate of one and one-half (1½) times the employee’s  
3 regular rate of pay, and will be a minimum of two (2) hours. If an employee is offered an opportunity to  
4 work an extended shift, with either no off-duty break, or a break of less than thirty (30) minutes, the pay  
5 rate is the employee’s regular rate of pay, unless the total work day exceeds eight (8) hours when Section  
6 5.6, Overtime, becomes applicable.

7  
8 **Section 5.7. Holiday Benefits in Temporary Positions.** Employees filling temporary vacancies  
9 expected to last more than one (1) week (five (5) working days) will be paid the same holiday benefits as  
10 the position they are replacing. Employees filling vacancies of unknown duration will be paid the same  
11 holiday benefits as the position they are replacing after one (1) week. Employees who are required to  
12 work more hours than their regular scheduled hours for five (5) days or more will earn their holiday  
13 benefits based on the higher number of hours worked.

14  
15 **Section 5.8. Comp Time.** The parties will implement a mutually agreed compensatory (comp) time  
16 procedure. Compensatory (comp) time must be pre-approved by the employee’s manager or his/her  
17 designee. If an employee elects to take compensatory (comp) time in lieu of overtime, they shall receive  
18 straight time for all hours worked under eight (8) per day, and time and one-half (1½) times for all time  
19 worked over eight (8) hours per day, or forty (40) hours per week.

20  
21 **Section 5.9.** Child Nutrition Service employees will enforce applicable rules and regulations and will  
22 seek the building staff members and/or emergency responders consistent with building procedures.

## 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

**ARTICLE VI**

### **HOLIDAYS AND VACATION**

**Section 6.1. Holidays.** There shall be a total of twelve (12) guaranteed paid holidays as follows:

- |                                |                               |
|--------------------------------|-------------------------------|
| 1. New Year's Day              | 7. Veterans' Day              |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day           |
| 3. Presidents' Day             | 9. Day after Thanksgiving Day |
| 4. Friday of Spring Break      | 10. Christmas Eve Day         |
| 5. Memorial Day                | 11. Christmas Day             |
| 6. Labor Day                   | 12. 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 6.2. 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 (11.5) 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 paycheck of the school year.

1 **Section 6.3. Work Days Prior to Breaks.** On the last full workday prior to a holiday, vacation period,  
2 or when there is a District-wide early release day, employees may leave before the shift ends if the work is  
3 done without loss of pay.

4  
5 **Section 6.4. Attendance Incentive.** If an employee does not use any unscheduled leave, with the  
6 exception of jury duty, bereavement leave and military leave from the first day of work through  
7 November 30, from December 1 through March 15, and from March 16 through the last day of school, he  
8 or she will receive an additional one (1) day of pay for each time period leave was not used. If an  
9 employee earns three (3) attendance incentives in one school year, he or she will receive an additional day  
10 of pay.

## 11 12 13 **ARTICLE VII**

### 14 **INSURANCE AND EMPLOYEE PROTECTION**

15 **Section 7.1. Staff Protection.** The District shall protect employees by purchasing a standard  
16 comprehensive bodily injury and property damage public liability insurance contract in the amount of  
17 \$1,000,000 per occurrence.

18  
19  
20  
21 It is further agreed that the Board will not subrogate its rights to the insurance carrier for any claim paid as  
22 a result of a loss occurring while the employees are acting within the scope of their duties as employees,  
23 whether such duties were expressed in the employment contract or implied because of the nature of the  
24 employment, whether such duties were performed during the regular duty hours or for the extracurricular  
25 activities outside of the regular duty hours.

26  
27 It is the responsibility of an employee who uses her/his personal automobile in the performance of duties  
28 to carry public liability insurance for bodily injury and property damage. The District will pay the cost of  
29 additional coverage which transporters must carry, or cover employees while on District business and  
30 reimburse employees in a timely manner.

31  
32 If the parties are unable to implement District provision of insurance coverage, Section 13.5 will be  
33 reopened for negotiation.

### 34 **Section 7.2. Insurance Benefits.**

- 35  
36  
37 1. All insurance programs shall be offered to the employees through the Sound Partnership  
38 (hereinafter "TRUST"), unless otherwise expressly provided for the term of this Agreement. There  
39 shall be ten (10) trustees, five (5) of whom are appointed by the District, three (3) by the TEA  
40 President, one (1) by the Operating Engineers, Local 286, and one (1) by the Tacoma Federation of  
41 Paraprofessionals, Local 461 unless otherwise provided for in statute.

42  
43 The length of the appointment, responsibilities and powers of the trustees shall be determined by the  
44 TRUST document, provided the trustees shall have no authority to act in violation of this section.

1 The union shall appoint one (1) member to serve as a liaison to the Trust on behalf of its members.  
2 The union will notify the Executive Director of the Trust in writing the name of the member so  
3 designated. The liaison will bring issues of import to the Trust for consideration and/or clarification.  
4 The liaison will receive Trust meeting agendas in advance of Trust meetings and will receive meeting  
5 minutes.

6  
7 The District agrees to update and amend the current collective bargaining agreement if Sound  
8 Partnership agrees during the term of this agreement to change this group's status from Sound  
9 Partnership Liaison to Sound Partnership Trustee.

10  
11 2. In keeping with the powers and responsibilities as described in the TRUST document, the trustees  
12 shall determine the benefits to be provided and the contributions required of plan participants. The  
13 TRUST shall offer Long-Term Disability, Group Term Life, Vision, Dental and Health insurance.

14  
15 3. The District shall provide an insurance benefit contribution to the TRUST of the State allocation  
16 amount per month designated for current employees, per eligible FTE (1,440 hours classified).

17  
18 4. Eligibility.

19 An employee is eligible for insurance benefits if the employee's regular working assignment is for  
20 at least half time.

21  
22 Eligible employees shall receive insurance benefits on a prorated full-time-equivalent basis  
23 (1,440 hours classified) in the same amount as BEA classified employees.

24  
25 In the event of a qualified change in family or employment status, an employee will be allowed  
26 thirty (30) days in which to enroll in the health insurance plan.

27  
28 5. The insurance benefit contributions and provisions contained in this Section shall remain in full force  
29 and effect from the date of ratification by the parties and may be reopened for negotiations only in the  
30 following events:

31  
32 a. Legislation is passed which requires fringe benefit coverage from another source;

33  
34 b. Any provision of this Section does not comply with the law;

35  
36 c. Food Services employees opt as a Union to participate in another benefits plan. In the event that  
37 the Union opts to participate in another plan, the District shall receive a minimum of sixty (60)  
38 days notice.

39  
40 d. Notice by the Association prior to the next plan year of intent to change the benefit allocation  
41 method in (C) above to a system of prorated benefits, provided, however, exercise of such option  
42 will not result in additional cost of the program.

43  
44 **Section 7.3. Long-Term Disability Insurance.** Employees may, at their option, elect to participate in  
45 the District's long term disability insurance program on a payroll deduction basis at their own expense.

1 **Section 7.4. Money Transport.** No employee will be required to transport money into or out of the  
2 work site.

3  
4 **Section 7.5. Vehicle Damage.** The District will reimburse an employee for slashed tire(s) and/or  
5 damage caused to a vehicle due to forced entry or attempted forced entry, as well as other malicious  
6 damage or vandalism which occurred in the course of his/her employment pursuant to the following  
7 conditions:

- 8  
9 1. A police report must be filed and a copy of said report must be provided to the Food Services  
10 Office within forty-eight (48) hours of the incident.

11 The reimbursement shall be subject to a fifty dollar (\$50.00) deductible with a \$1,000 maximum  
12 reimbursement of actual expenses for each loss.

- 13  
14  
15 2. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance  
16 benefits.

- 17  
18 3. An employee must submit his/her claim on a form provided by the District. The claim for  
19 reimbursement must be made to the Food Services Office within thirty (30) work days of the loss  
20 or damage, or the claim is waived. The total obligation for reimbursement by the District for all  
21 participating bargaining units is \$25,000 for each fiscal year.

22  
23 **Section 7.6. Safety.** The District will provide a safe workplace in accordance with the laws, rules and  
24 regulations of the State of Washington and all Federal laws, rules and regulations.

25  
26 **Section 7.7. Employee Training.**

27  
28 **Section 7.7.1.** Employees will be provided appropriate training with written guidelines and supervision if  
29 assigned to prepare approved food products to meet an individual student's needs.

30 Employees assigned to prepare special meals will be given additional preparation time to ensure quality  
31 control as determined by the Child Nutritionist Manager and Field Services Assistant or designee.

32  
33  
34 **Section 7.7.2.** Any new cashier, in consultation with the lead person at the site, may request and receive  
35 assistance and training in the Point of Sale system in consultation with his/her field assistant for up to four  
36 (4) days, as needed.

37  
38  
39 **ARTICLE VIII**

40 **LEAVES**

41  
42 **Section 8.1. Statement Of Cause Of Absence.**

43  
44 Employees claiming benefits of the following leave provisions shall submit to the food services office a  
45 statement of cause of such absence immediately upon return to service. Forms will be provided by the  
46 District for this purpose.

1 **Section 8.2. Leaves With Pay.**  
2

3 **Section 8.2.1. Sick Leave.** At the beginning of each fiscal year, regular full-year employees will be  
4 credited with ten (10) days of sick leave or the appropriate proration. Sick leave may be used for  
5 absences caused by illness, injury, and disabilities, including those caused or contributed to by pregnancy,  
6 miscarriage, abortion, childbirth and recovery therefrom, or illness, injuries or disabilities of family  
7 members covered by the State Family Care Act, RCW 49.12.265-295. Any employee claiming benefits  
8 for more than five (5) consecutive days from accumulated sick leave shall submit a medical report on the  
9 sixth (6<sup>th</sup>) school day of illness and every thirty (30) days thereafter while the illness persists. In the case  
10 of documented serious or life-threatening illness, follow-up medical reports may be waived.

11  
12 In addition, sick leave shall apply to emergencies for up to three (3) days per year.

13  
14 The following conditions apply to emergencies:

- 15  
16 1. The problem has been suddenly precipitated.  
17  
18 2. Preplanning is not possible.  
19  
20 3. Preplanning cannot relieve the necessity for the employee's absence.  
21  
22 4. The problem is not minor or of mere convenience, but of a serious nature.  
23  
24 5. Auto trouble shall not be considered an emergency except in case of an accident.

25  
26 The unused portion of such allowance shall accumulate from year to year in accordance with current State  
27 law.

28  
29 Employees who resign from the District and are subsequently reemployed by the District shall retain the  
30 number of accumulated sick leave held at the time of resignation from the District provided that they have  
31 not been used while employed by another public agency.

32  
33 Employees who are unable to report for work at the beginning of the school year shall be paid their  
34 regular salary until all accumulated sick leave is exhausted.

35  
36 **Section 8.2.2. Leave Sharing.** Food service employees may participate in the District's leave-sharing  
37 program, as provided in RCW 28A.400.380 and 41.04.650-665 and as outlined in the District Regulation  
38 5400.1R (see Appendix) which includes obtaining and donating leave when eligible.  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

1 **Section 8.3. Sick Leave Buyback.** In January of the year following any year in which a minimum of  
2 sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to  
3 receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal  
4 to one day's monetary compensation of the employee for each four (4) full days of accrued leave for  
5 illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been  
6 received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one  
7 (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this  
8 section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per  
9 month. At the time of separation from District employment due to retirement, eligible resignation  
10 pursuant to RCW 28A.400.210, or death, an eligible employee or the employee's estate shall receive  
11 remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four  
12 (4) full days accrued leave for illness or injury.

13  
14 Annually, the Union shall conduct an election to determine whether the employees will participate in a  
15 VEBA III plan for cash-out of sick leave or retirement cash-out of vacation leave.

16  
17 **Section 8.4. Workers' Compensation (Industrial Insurance).**

- 18  
19 1. Any injuries received while at work must be reported to the food service office with the full history  
20 of the case on accident report blanks, as they are covered by the State Workers' Compensation Law  
21 and are covered for the working days included in the first three (3) calendar days after the day of  
22 the accident from the employee's sick leave balance, if any. Employees receive free medical aid for  
23 injuries on the job and may be treated by the physician of the employee's choice.  
24  
25 2. The District will automatically allocate accrued sick leave for the working days contained in the  
26 first three (3) calendar days following an injury, except that guaranteed paid holidays which fall  
27 within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick  
28 leave.

29  
30 For absences extending beyond three (3) calendar days, Payroll will automatically implement sick  
31 leave balancing to make total pay equal to regular pay when workers' compensation pay is added to  
32 allocated sick leave. In addition, when sick leave has been exhausted, an employee may request in  
33 writing to use vacation pay balancing. An employee may request in writing at any time that sick  
34 leave not be used in order to make total pay equal to regular pay. Sick leave and vacation leave  
35 cannot be "bought back." Once this plan has been put into effect, it cannot be changed.

36  
37 The intent is to enable the employee to draw full pay, but not more than full pay, during an absence  
38 due to injury on the job.

- 39  
40 3. While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to  
41 the employee in the same manner as if the injury had not occurred for a period of twelve (12)  
42 calendar months. The District's obligation to an employee for accrual of these fringes terminates at  
43 the end of twelve (12) calendar months.  
44  
45 4. The District will continue to pay its share of the employee's health insurance subsidy each month  
46 provided that the employee furnishes his/her share to the business office each month by check made  
47 payable to the Sound Partnership.  
48

- 1 5. At the end of one (1) calendar year from the date of the injury, the following applies:  
2  
3 a. An employee who is not authorized to report back to work may request a leave of absence in  
4 writing pursuant to the Other Leaves section of this Agreement.  
5  
6 b. The leave request is subject to Board approval at its discretion.  
7  
8 c. Said employee will be paid for all unused vacation pay earned.  
9  
10 d. If said employee returns to active employment status with the District, his or her remaining  
11 sick leave balance will be reinstated in accordance with District policy and state law.  
12  
13 e. Group medical insurance benefits terminate; each employee must arrange for COBRA  
14 benefits or for his or her own medical insurance coverage, if desired.

15  
16 **Section 8.5. Bereavement Leave.** The Board will allow up to five (5) days of paid bereavement leave at  
17 the time of death of any relative residing in the employee's household and/or the following family  
18 members: Spouse, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, son-in-law,  
19 daughter-in-law, grandmother, grandfather and grandchild.

20  
21 The Board will allow up to three (3) days of paid bereavement leave to attend or participate in family  
22 services in the event of the death of a sister-in-law or brother-in-law.

23  
24 The Board will allow one (1) day of paid bereavement leave for attendance at the funeral of an aunt,  
25 uncle, nephew or niece.

26  
27 Extensions or exceptions may be granted by the Assistant Superintendent, Human Resources, in  
28 extenuating circumstances.

29  
30 Bereavement leave is non-cumulative.

31  
32 **Section 8.6. Family Illness Leave.** Employees shall be granted a leave of absence with pay of not more  
33 than three (3) days during a year, when such absence is occasioned by the illness of any relative residing  
34 in the household of the employee and/or the following family members which necessitates the presence of  
35 the employee: spouse, mother, father, daughter, son or siblings. The employee shall certify to the  
36 circumstances of the illness upon return to work. Such leave is noncumulative and is not to be taken from  
37 sick leave.

38  
39 **Section 8.6.1.** The District and the Union agree to comply with the provisions of the federal Family and  
40 Medical Leave Act of 1993, the state Family Leave Act, Ch. 49.78 RCW, and the Family Care Act, RCW  
41 49.12.265-295, except that any provisions of the Agreement, or District policies and procedures that  
42 provide benefits and protections beyond those of the Act shall continue in full force and effect.  
43  
44  
45  
46  
47  
48

1 **Section 8.7. Extraordinary Leave.** Extraordinary leave will be granted for up to two (2) days per year  
2 and is accumulative to a total of six (6) days. The following conditions apply to extraordinary leave:  
3

4 Leave may not be used to extend a holiday, break period, or during the first or last five (5) days of the  
5 student school year.  
6

7 Leave may not be used for political purposes or en masse meetings/activities.  
8

9 **Section 8.8. Military Service: National Guard and Reserve Annual Training and Duty Leave.**  
10

- 11 1. An employee who is a member of the Washington National Guard or of any organized reserve or  
12 armed forces unit of the United States shall be entitled to and shall be granted military leave of  
13 absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal  
14 year.  
15
- 16 2. Military leave shall be granted in order that the person may take part in active training duty when  
17 required to do so by the military service if such duty cannot be taken during the regular school  
18 summer vacation period.  
19
- 20 3. When military leave is granted, the employee shall receive his or her regular pay from the District.  
21

22 **Section 8.9. Jury Duty and Subpoena Leave.** Leaves of absence with pay are allowed for jury duty.  
23

24 Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if  
25 such proceeding does not involve self-employment, other employment, or a civil action against the  
26 District.  
27

28 Leaves under this section are only for the portion of the day when attendance is required. An employee  
29 must report back to work if there will be more than one (1) hour of work remaining (at the time of arrival)  
30 unless excused by the Child Nutrition Office due to extenuating circumstances.  
31

32 **Section 8.10. Leave Without Pay.**  
33

34 1. Parental and Adoption Leave  
35

- 36 a. A female employee should notify the Human Resources office by the end of the fourth month of  
37 her pregnancy to assist the Assistant Superintendent, Human Resources, in planning for  
38 replacement. Parental leave shall begin at a time determined suitable by the female employee  
39 and her personal physician after consultation with the Assistant Superintendent, Human  
40 Resources, or an appointed designee. Insofar as possible, leave shall begin at a time which is  
41 consistent with the orderly continuance of the program.  
42
- 43 b. When the leave commences, the female employee will indicate to the Assistant Superintendent,  
44 Human Resources, the length of time she anticipates being on leave. An employee shall not be  
45 required to leave work during pregnancy but shall be allowed to work as long as she is capable  
46 of performing the duties of her job.  
47  
48

- c. If the employee indicates a desire to return to work within eight (8) calendar weeks after the birth of the child and has the approval of her personal physician, she may return to her previous assignment. Should the time exceed eight (8) calendar weeks after the birth of a child, the female employee may return to the first available vacancy for which she is qualified.
- d. Family Medical Leave Act (FMLA): 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.
- e. WASHINGTON STATE FAMILY AND MEDICAL LEAVE: As now or hereafter amended, the District will comply with legislated Washington Family and Medical Leave provisions. Under the provisions of this legislation, provisions for non-paid leave exist for employees in order to care for a new born biological child or step child or adopted child under the age of 6 or for a child with a terminal health condition. Questions regarding the specifics of qualification for leave consideration should be addressed to the Human Resource Office.
- f. 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 Agreement

## 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 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 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 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.

1 d. At the conclusion of political leave, the employee will be given the same consideration for  
2 returning to position of last assignment. It will be assumed that the employee wishes to return  
3 to the position of last assignment unless employee notifies the Superintendent in writing, by  
4 March 18, prior to the expiration of leave. If reassignment is necessary, a conference will be  
5 held to endeavor to find an assignment that is mutually agreeable. Political leaves may be  
6 granted for one (1) year or a fraction of a year. Upon return from this type of leave, the  
7 employee may be returned to same position. If political leave is extended beyond one (1) year,  
8 the person's right to return to original position cannot be guaranteed.

9  
10 3. Military Service (Active Duty) Leave

11  
12 An employee who volunteers or is inducted or is recalled into active military duty shall be  
13 considered to be on a leave of absence without pay for the period of such service not to exceed five  
14 (5) years. If employee requests reemployment within ninety (90) days of honorable discharge from  
15 such military service or after having presented other proof of having satisfactorily completed  
16 service, employee shall be reinstated and restored, as nearly as existing circumstances permit, to the  
17 position previously held or to a position of like seniority, status and pay. Provided, that the  
18 employer need not reemploy such person if circumstances have so changed as to make it  
19 impossible, unreasonable, or against the public interest for employer to do so; provided further, that  
20 this section shall not apply to a temporary position.

21  
22 If a person is not qualified for their old position as a result of disability sustained during service,  
23 but is nevertheless qualified to perform the duties of another position, under the control of the  
24 District, employee shall be reemployed in such other position; provided, that such position shall  
25 provide like seniority, status and pay, or the nearest approximation thereto consistent with the  
26 circumstances of the case.

27  
28 4. Other Leaves

- 29  
30 a. Leaves of absence without pay not to exceed one (1) year will be granted to an employee for the  
31 purpose of recuperation from illness or injury if recommended by the employee's personal  
32 physician.  
33  
34 b. The Board may grant leave without pay not to exceed one (1) year for a specific purpose with  
35 the recommendation of the Superintendent/or designee.  
36  
37 c. Leaves of absence without pay may be renewed for a second year.  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## 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 Food 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 of Child Nutritionist Managers, Assistant Child Nutritionist Manager/bakers, Child Nutritionist cashier/helpers, or Child Nutritionist satellite cashier, or Child Nutritionist helpers of greater than three (3) days will be filled, if feasible, by employees from within the school, "stepping up". On the eleventh (11<sup>th</sup>) consecutive work day, a stepped-up employee shall receive leave accrual based on the hours of the employee who is absent. On the forty-first (41<sup>st</sup>) consecutive work day, a stepped-up employee shall receive the District insurance benefit allocation based on the hours of the absent employee.

Prior to the final decision of placing additional employees or hours being added to a kitchen, the manager of Child Nutrition or designee shall consult with the Child Nutritionist Manager or Child Nutritionist satellite cashier. Consideration will be given to restoring hours or adding additional hours to existing employees to 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 food service employee. There shall be no kitchen seniority for helpers except for job bids. An employee's seniority is established after completing six (6) months of continuous employment with the District and is effective 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. Child Nutritionist Managers shall have the discretion to assign step ups in their respective kitchens provided such assignments shall not be capricious or arbitrary.

The seniority list will be brought up to date each year based on October 1 employment and posted by January 1. The District will post a copy of the list in each kitchen and will provide a copy to the Union.

**Section 9.2.1. Seniority Transfer.** In transfer situations "transfer seniority" shall be time of service within the same classification, including any time of service of ninety (90) consecutive work days or more in a stepped-up position.

**Section 9.3. Job Posting.** A job opening or vacancy in any bargaining unit classification for three (3) or more working hours shall be posted in each kitchen so that interested bargaining unit employees may bid for the position. All vacancies shall either be posted for bid or the Union notified of why the position will not be filled within ten (10) working days after the position has been vacated. Such posted vacant positions will either be closed or reposted within twenty (20) working days of being posted, and filled within twenty (20) working days of the posting being finally closed. The twenty (20) working day time limits shall not be in effect during the summer break. Positions shall be filled by the Manager of Child Nutrition, or designee, with input from the Cook Nutritionist Manager. The most senior qualified applicant in the bargaining unit would be given the first opportunity to fill the position.

1 The District will provide each kitchen with a current copy of the job description for each food service  
2 classification. The job description will include the minimum qualifications for the job classification. An  
3 employee must meet the minimum qualifications of the job description and pass the appropriate test for  
4 the bid job classification prior to be eligible to bid and be awarded a bid trial. An employee interested in a  
5 posted position shall complete the bid card and return it to the Food Services office by the closing time  
6 and date contained in the posting. The District will provide the Union President a list of all employees  
7 who bid on a posted position, and the employee who is awarded the position.

8  
9 In the event a grievance is timely filed on a job bid, the bid position will be held open until the resolution  
10 of the grievance. If the position has been filled prior to the filing of the grievance, the assignment will be  
11 considered temporary, with the appropriate wages and benefits of that position, until the grievance is  
12 resolved. If the grievance is resolved in favor of the temporary incumbent, he or she will be awarded  
13 transfer seniority between five (5) and thirty (30) days from the date the temporary assignment started.

14  
15 The District will notify each kitchen of successful bid applicants within five (5) days of the position being  
16 filled.

17  
18 **Section 9.4. Extension of Assignments.** In the event time is added or restored to an employee's  
19 assignment, the new assignment will be confirmed within twenty (20) working days and the employee's  
20 salary and benefits are retroactive to the employee's first day in the new assignment.

21  
22 **Section 9.5. Displacements.** The District may fill vacant positions by assigning displaced employees.  
23 An employee may become displaced either through school closure or program modification. Any  
24 employee, with seniority greater than the displaced employee, who wishes to be considered for the vacant  
25 position may submit his/her bid in writing within five (5) days of the notification of the assignment.

26  
27 Each kitchen shall be notified by memo five (5) days in advance when any vacant position is to be filled  
28 by an assignment instead of by job posting. The Union may request the reasons for such action in writing  
29 from the Nutrition Services Manager.

30  
31 **Section 9.6. Transfers And Promotions. Bidding.** An employee who wishes to be considered for a  
32 job opening or vacancy must send or take a bid card to the Food Services office by the posted closing time  
33 and day, which shall be no less than five (5) days after date of announcement. The job opening or  
34 vacancy shall be filled within ten (10) days of the posted closing.

35  
36 **Section 9.6.1. Transfer.** When a vacancy occurs within a classification, employees at that classification  
37 will be appointed, if they meet the following conditions, prior to candidates being considered for a  
38 promotion. Employees wishing to transfer must have successfully completed their probationary period.  
39 Selection of a candidate to fill a position by transfer will be by seniority within that classification period.  
40 Selection of a candidate to fill a position by transfer will be by seniority within that classification vacancy  
41 with the most senior selected. After the employee has worked in the new position (including promotions)  
42 for up to thirty (30) working days, either the District, Child Nutritionist Manager or Child Nutritionist  
43 Satellite Cashier, Child Nutritionist Cashier/Helper may recommend that the employee revert to their  
44 previous position, or the employee may decide if the employee should revert to their previous position. A  
45 Child Nutritionist Manager or Child Nutritionist Satellite Cashier/Cashier may request that the District  
46 remove any probationary employee who has not successfully completed their probationary period. An  
47 individual employee may choose to work less than a five (5) day trial period in a new position and return  
48 to their previous assignment.

1 **Section 9.6.2. Promotions.** All vacancies filled as promotions will be filled according to seniority if the  
2 following qualifications have been met:

- 3  
4 1. Meet or exceed the minimum qualifications as established in the 1987-1988 Food Services Job  
5 Description Manual as determined by the Director of Child Nutrition/designee.

6  
7 Before an employee is permanently assigned to a position, the employee, the Nutrition Services Manager  
8 and the District will be allowed at least thirty (30) working days to determine if the employee will be  
9 successful in the new position. After the employee has worked in the new position for no less than five  
10 (5) working days nor more than thirty (30) working days, either the District, the Child Nutritionist  
11 Manager or the employee may decide if the employee should revert to his/her previous position. An  
12 individual employee may choose to work less than a five (5) day trial period in a new position and return  
13 to their previous assignment.

14  
15 **Section 9.6.3. Transfer, Promotion and Layoff Seniority Tie Breaker.** Ties in seniority (transfer  
16 seniority in cases of transfers or District seniority in cases of promotions or layoffs) will be broken by  
17 drawing names with the first name drawn being most senior and so forth until all the names are drawn. A  
18 union officer, and the employee(s) so affected will be informed in a timely manner of the date and time of  
19 the drawing of the names which will be held following the employee(s) normal work shift.

20  
21 **Section 9.7. Reduction In Hours.** When an employee has a scheduled shift of four (4) or more hours,  
22 and those hours are reduced by the District below the four (4) hour level, the employee has the right to  
23 exercise his or her seniority by transferring to the position held by the least senior employee in the same  
24 classification whose current scheduled hours are four (4) or more. The least senior employee who was  
25 adversely affected will be assigned the more senior employee's former position. An employee may  
26 exercise this right by notifying the Food Services Office in writing.

27  
28 **Section 9.8. Layoffs.** When the District determines to reduce the work force, seniority shall be the  
29 determining factor. Ties will be broken by drawing name(s). The first person's name drawn will be  
30 considered the most senior, the second person will be the next most senior employee and so forth until all  
31 names are drawn. An employee with greater seniority may bump the least senior employee in the same  
32 classification or the least senior employee in any lower classification. Classification shall mean the  
33 classifications on the Food Services Salary Schedule.

34  
35 Each employee who is laid off during the school year shall be given at least two (2) weeks notice.

36  
37 Each employee on temporary layoff shall notify the Food Services Office in writing at the time of layoff  
38 of the school(s) in which he/she will accept substitute work.

39  
40 Employees on temporary layoff will be given preference for substitute work at a school, for which an  
41 employee signed up for substitute work, by seniority.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**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 supervisor 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 Manager of Food Services, 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 his/her 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.

Disciplinary probation shall not be less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days in duration. The employee shall receive a written evaluation every thirty (30) calendar days.

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.

1 **Section 10.2. Drug and Alcohol Testing.**  
2

- 3 1. If the District determines that it has reasonable suspicion that a food services employee may be  
4 under the influence of drugs or alcohol, the District may direct that employee to immediately  
5 accompany a District administrator to a medical facility, currently typically the Franciscan  
6 Occupational Health Clinic (Tacoma Port Clinic), for a drug urine and/or an alcohol breathalyzer  
7 test. "Reasonable Suspicion" includes objective evidence that an individual's actions, conduct or  
8 appearance is indicative of drugs or alcohol use, possession or being under the influence of a drug  
9 and/or alcohol. The employee will be compensated at her/his appropriate hourly rate for the time  
10 devoted to travel to and from the clinic and the test procedure. The employee will be advised in  
11 writing of the nature of the evidence leading to the reasonable suspicion finding, including the  
12 names of any individual's reporting observed employee behavior to management.  
13
- 14 2. The Business Representative of the Union will be given a courtesy telephone call that the District  
15 will be requiring a drug or alcohol test of an employee, and advised of the underlying  
16 circumstances leading to the test.  
17
- 18 3. The drug or alcohol test will be conducted by trained medical staff at a medical facility, currently,  
19 typically the Franciscan Occupational Health (Port Clinic) that is an occupational medicine  
20 certified clinic. All initial positive tests will be subjected to a second confirmation test to ensure  
21 the validity of the initial test results. A positive test result will only be communicated to the  
22 District's designated administrators in the Human Resources Department if the confirmation test  
23 is also positive and such positive test results have been reviewed and confirmed by a medical  
24 review officer. The employee's medical information, other than the results of the test, will not be  
25 disclosed to the District.  
26
- 27 4. "Under the influence" means an employee's test results register at or above the following  
28 detection levels:

	Initial	Confirmation
29 Amphetamines	1000 NG/ML	500 NG/ML
30 Opiate Metabolites	300 NG/ML	300 NG/ML
31 Cocaine Metabolites	300 NG/ML	150 NG/ML
32 Phencyclidine	25 NG/ML	25 NG/ML
33 Marijuana Metabolites	50 NG/ML	15 NG/ML
34 Alcohol	.02 BAC	.02 BAC

- 35  
36
- 37 5. The results of the drug or alcohol test will be weighed by the District in determining if any  
38 employee misconduct has occurred and if so, the appropriate discipline. An employee who  
39 refuses to consent immediately upon request to a test for the presence of drugs and/or alcohol or to  
40 otherwise fully cooperate in the test or an investigation for such will be considered as potentially  
41 insubordinate and subject to such discipline as may be appropriate under the totality of the  
42 circumstances, following investigation. All of the due process required by the collective  
43 bargaining agreement and general legal principals will also be applied.  
44  
45  
46  
47  
48



## ARTICLE XII

### GRIEVANCE PROCEDURE

**Section 12.1. Grievance Procedure.** A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication 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 means "Tacoma School District business days".

#### **Section 12.2. LEVEL I – Verbal Step – Manager/Child Nutrition Services or Designee:**

An aggrieved employee shall discuss the grievance informally within fifteen (15) days (12.7.5) with the Manager/Child Nutrition Services, or designee. Every effort shall be made to resolve the grievance in an informal manner.

#### **Section 12.3. LEVEL II Written Step – Manager/Child Nutrition Services:**

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Manager/Child Nutrition Services within fifteen (15) Tacoma School District business days.

Within ten (10) Tacoma School District business days after receiving the written grievance, the Manager/Child Nutrition Services 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 Manager/Child Nutrition Services.

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/Child Nutrition Services, or designated representative(s), the employee may file a Level III grievance.

1 **Section 12.4. LEVEL III Written Step Executive Director of Support Services.**

2 Within ten (10) Tacoma School District business days after receiving the written grievance, the Executive  
3 Director of Support Services shall schedule a meeting at a mutually agreeable date/time/place with the  
4 aggrieved employee and their PSE representative in an effort to resolve the grievance.

5  
6 If a Level III grievance is not filed in writing within ten (10) Tacoma School District business days after a  
7 Level II decision has been received in writing, then the grievance shall be waived.

8  
9 If the aggrieved employee is not satisfied with the disposition of the grievance at Level III or if no  
10 decision has been rendered within five (5) Tacoma School District business days after the meeting with  
11 the Executive Director of Support Services, the employee may file a Level IV grievance.

12  
13 **Section 12.5. LEVEL IV – Written Step Superintendent or Designee**

14 If the aggrieved employee is not satisfied with the disposition of the grievance at Level III, the grievant  
15 may, within five (5) Tacoma School District business days after the receipt of the decision is received,  
16 submit the grievance to the Superintendent, or designee with a copy to the Nutrition Services Manager.

17  
18 Within ten (10) Tacoma School District business days after receiving the written grievance, the  
19 Superintendent, or designee shall schedule a meeting at a mutually agreeable date/time/place with the  
20 aggrieved employee(s) and their PSE/SEIU local chapter and/or PSE/SEIU field Representative. Within  
21 five (5) Tacoma School District business days after the meeting of the parties is held, the Assistant  
22 Superintendent of Human Resources or designee shall render a written decision and present it to the  
23 grievant(s).

24  
25 If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Level IV, or if no  
26 decision has been rendered within ten (10) bargaining unit work days after the meeting with the  
27 Superintendent or designee and the employee(s) and their PSE/SEIU representative, the employee may  
28 request PSE/SEIU file a Level V grievance step/Arbitration.

29  
30 **Section 12.6. LEVEL V: Arbitration – Written Step**

31  
32 **Section 12.6.1.** The Union may, within fifteen (15) Tacoma School District business days after the  
33 receipt of the response, submit the grievance to arbitration by so notifying the Superintendent in writing.

34  
35 **Section 12.6.2.** The Union shall request a list of at least seven (7) arbitrators from the American  
36 Arbitration Association (AAA), Voluntary Rules and Procedures. The District and the Union will select  
37 an arbitrator by alternately striking names from the list until an arbitrator is determined.

38  
39 **Section 12.6.3.** The arbitrator will have authority to hold hearings and make procedural rules. Findings  
40 will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have  
41 been waived, from the date the final statement and evidence are submitted to the arbitrator.

42  
43  
44  
45  
46  
47  
48 **Section 12.6.4.** The arbitrator's findings shall be submitted in writing as soon as possible to the District

1 and to the Union and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

2  
3 The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.  
4 The arbitrator shall confer promptly with the representatives of the District and the Union, review the  
5 record of prior meetings and hold such further hearings as deemed necessary.

6  
7 **Section 12.6.5.** Any costs for the services of the arbitrator shall be shared equally by the District and the  
8 Union. Each side will bear its own attorneys' fees and costs.

9  
10 **Section 12.6.6.** Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing  
11 shall be paid by the party who initiates the cancellation or the postponement, unless the District and the  
12 Union mutually agree to other arrangements in reaching a settlement to the grievance.

13  
14 **Section 12.7. Supplemental Conditions.**

15  
16 **Section 12.7.1.** At each step of the procedure for adjusting grievances, the employee may be  
17 accompanied by a designated representative(s) of the Union. Any person(s) who might contribute to  
18 resolution of the grievance may be requested by the employee or the designated representative.

19  
20 **Section 12.7.2.** Exclusive representation for a grievant shall be through the Union, except for an  
21 employee who may elect self representation.

22  
23 **Section 12.7.3.** There shall be no reprisal by the Union, the District or its employees by reason of the  
24 involvement of any person in the grievance procedure.

25  
26 **Section 12.7.4.** Nothing herein contained shall be construed as limiting the right of any employee having  
27 a grievance to discuss the matter informally with an appropriate member of the administration.

28  
29 **Section 12.7.5.** If a formal grievance is not filed within thirty (30) Tacoma School District business days  
30 of the act or when the employee could have reasonably known of the condition on which the grievance is  
31 based, then the grievance shall be waived.

32  
33 **Section 12.7.6.** A grievance may be lodged by the Union.

34  
35 **Section 12.7.7.** Certain grievances which are not under the jurisdiction of the immediate administrative  
36 supervisor and are based upon administrative action taken by an administrator other than the immediate  
37 administrative supervisor shall be initiated at Level II of the grievance procedure. A copy of the  
38 grievance shall be provided the Manager of Child Nutrition.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE XIII

### **SALARIES, WAGES AND EMPLOYEE COMPENSATION**

**Section 13.1. Wage Schedule.** The Child Nutrition Services basic wage schedule is as shown on Schedule A (effective retroactive to September 1, 2008). Plus the State of Washington legislated wage (“COLA”) increases will be added to the schedule as approved by the legislature beginning in 2008 for each of the 2008-09, 2009-10, and 2010-11 school years. The State of Washington legislated and funded “COLA” for 2008-09 equals 4.4% (four point 4 percent). The same percentage of salary increases for any school employee authorized and funded by the State (such as “COLA”) shall be in addition to earned increment step and longevity increments for each year of the Agreement. In addition to the COLA, Schedule A will be increased for 2008-09 by 0.4% for all Child Nutrition classifications by the District totaling 4.8%

Effective retroactive to September 1, 2008, the following upgrades will be provided: (+.06% which equals \$16,974.00):

- Satellite Transporter an additional \$0.25 per day.
- SNA Certification – Level 1 increase from \$0.30 to \$0.35.
- SNA Certification – Level 2 increase from \$0.30 to \$0.40.
- Head Child Nutritionist Cook Manager/Satellite from \$0.10 to \$0.20.
- Longevity – NEW 25<sup>th</sup> year step \$0.65.

If there is no Legislative funded “COLA” for classified educational employees in the third year of the contract (2010-2011) the District agrees to open negotiations on the regular hours rates of pay in Schedule A.

Schedule A also includes a Level 1 \$0.35 per hour, and Level 2 \$0.40 per hour wage for obtaining and maintaining School Nutrition Association (SNA) certification. Employees shall have their pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.

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

Child Nutritionist Helper (without High School Diploma/GED): Food Service substitute/casual helpers who have satisfactory District food service experience for a minimum of one school year, and who do not have a high school diploma/GED are eligible to take the District Food Service Assessment for Child Nutritionist helpers. Once they have passed the District assessment for the Child Nutritionist helper classification they will be eligible for bidding on a regular Child Nutritionist helper position. Upon being selected for work as a regular employee the rate of pay will be ninety-five percent (95%) of the regular rate of pay for that classification with any/all contract benefits in accordance with the current collective bargaining agreement. Upon receiving their high school diploma/GED the employee will advance on the salary schedule to their regular “Child Nutritionist helper” rate of pay with any/all contract benefits in accordance with the current collective bargaining agreement.

1 **Section 13.1.1.** Competitive Food Sales: A competitive food sale, through vending machines or  
2 otherwise, in the school is deemed to be any sale of food or beverage items from which the profits are not  
3 deposited to the account of the school's nonprofit program. Only those competitive food sales shall be  
4 allowed if they meet all of the requirements as set forth under Regulation 6700 (Student Food Services).  
5 Continued violations by a school of regulation 6700 (Student Food Services) (Competitive Food Sales)  
6 may result in sanctions on ASB sales imposed by the Superintendent.  
7

8 Competitive food sales shall not be permitted to operate at any school site thirty minutes before and after  
9 breakfast and lunch periods, and during breakfast and lunch periods. Any food sales by another group  
10 other than Food Services of an occasional nature must have the prior approval of the principal, lead child  
11 nutrition employee and the Food Services Department.  
12

13 Vending machines that sell water, milk and juice to students may remain on at school sites throughout the  
14 school day. Vending machines that sell soda pop shall be turned off during the school day.  
15

16 **Section 13.1.2.** The District and the Association shall establish a Competitive Sales Task Force to  
17 address the relationship between District programs and curricula and competitive sales. The Task Force  
18 shall have up to four (4) District and four (4) Association representatives. Meetings shall be held at least  
19 once per semester, or more frequently if needed, and will be scheduled during the Association's  
20 representatives' work day. Time for the meetings may be deducted from the union release hours provided  
21 in Section 3.3 and 3.4 of the Agreement. The work of the Task Force will be coordinated with other  
22 District activities related to student nutrition, career and technical education curriculum, and the  
23 associated student body programs. The Task Force may recommend additions or deletions of food  
24 products from District programs. Members of the Task Force are not permitted to alter the Agreement.  
25 In the event the Association is unsatisfied with the District's response to Task Force recommendations,  
26 the Association may call for reopening of negotiations on this section.  
27

28 **Section 13.2. Service Increment.** An employee will be advanced one service increment on the salary  
29 schedule for ninety-eight (98) or more regular work days and/or paid days pursuant to the annual work  
30 schedule, effective September 1 of the subsequent new school year.  
31

32 **Section 13.3. Meeting Pay.** When employees are required by the District to attend meetings, they shall  
33 receive their regular rate of pay while in attendance at the meetings. There shall be at least one scheduled  
34 work day for preparation prior to the start of the student school year.  
35

36 **Section 13.4. Promotion Salary Placements.** An employee who is promoted or who is assigned  
37 temporary work in a classification that pays higher than the employee's regular classification shall be  
38 placed on the step in the higher classification which results in a salary increase of at least \$0.30 an hour.  
39

40 **Section 13.5. Stop Pay.** A Child Nutritionist Satellite Cashier shall receive \$4.75 for one (1) stop and  
41 \$5.25 for two (2), and \$5.75 for three (3) or more stops each day in addition to travel allowance when  
42 transporting food to another school. Travel shall be paid at the minimum for one (1) mile. An annual  
43 reimbursement not to exceed one hundred twenty-five dollars (\$125.00) at a commercial vendor chosen  
44 by the employee will be made to the employee for the cost of detailing and sanitizing the employee's  
45 vehicle used while transporting District food products.  
46  
47  
48

1 **Section 13.6. Travel Allowance.**  
2

- 3 1. Employees approved by the Superintendent or designee to use their private vehicle to travel on  
4 school business shall be compensated at the actual IRS rate.  
5  
6 2. Travel from home to work and from work or last place of call to home is not reimbursable except  
7 when approved by the Superintendent or designee.  
8

9 **Section 13.7. Payroll Deductions.** The District will deduct semi-monthly authorized union dues,  
10 medical and employee directed voluntary deductions from the employee's paycheck.  
11

12 Upon appropriate written authorization from the employee, the Board shall deduct from the employee's  
13 salary and make appropriate remittance on a direct deposit basis to a district authorized financial  
14 institution.  
15

16  
17 **ARTICLE XIV**

18 **TRAINING**  
19

20 **Section 14.1. Training and Professional Growth.** The District may require up to twenty (20) hours  
21 annual WSNA/SNA conferences, workshops, classes, and in-service training for employees. If the  
22 District implements student school-year waiver days during the term of this Agreement, the District will  
23 establish a waiver-day mitigation pool of \$20,000 per fiscal year for training. Employees may access the  
24 pool utilizing their twenty (20) in-service hours for the year. However, employees may receive part of  
25 their twenty (20) in-service hours to attend the WSNA/SNA classes/conferences. Employees will access  
26 the pool on a first-come, first-paid basis until the pool is exhausted, whichever comes first, up to four  
27 days multiplied by their assigned hours per day, or until the pool is exhausted, whichever comes first.  
28

29 The District will pay actual costs for membership and certification in the School Nutrition Association  
30 (SNA) and Washington School Nutrition Association (WSNA).  
31

32 Employees who participate will be paid their regular hourly rate of pay. Members of the bargaining unit  
33 who are the presenter of a training session as provided on the agenda will receive the classified instructor  
34 rate of pay as paid by the office of Classified Professional Development for each year of the Agreement.  
35 Members of the bargaining unit who assist the presenter shall receive their regular wage. The District  
36 will provide and require a training program for new employees of at least two (2) hours per school year.  
37 Employees who earn WSNA certification or recertification are eligible for a \$0.35 (Level 1), \$0.40 (Level  
38 2) per hour wage increase effective from the beginning of the first pay period after the District receives  
39 notification of their certification from WSNA.  
40

41 The District will provide the PSE/SEIU Tacoma Child Nutrition Association President with a list of  
42 employees who have completed food service classes on a quarterly basis.  
43  
44  
45  
46  
47  
48

1 Training Program: Three (3) employees selected by the Union shall serve as an in-service Advisory  
2 Committee to assist the Manager of Child Nutrition in the planning of in-service training for Child  
3 Nutrition Staff sufficient to achieve the thirty (30) hours of training over three (3) years required to obtain  
4 and maintain WSNA/SNA certification. For purposes of developing and implementing a training  
5 program for Child Nutrition employees, \$10,000 shall be allocated for each year of the Agreement,  
6 primarily for compensation for presenters. Any unused monies from the in-service fund shall be carried  
7 over into the following year. The District will provide the Association with an accounting of the monies  
8 spent and the ending balance no later than August 1<sup>st</sup> of each school year.

9  
10 **Section 14.2. Child Nutritionist Manger/Child Nutritionist Satellite/Cashier Training.** Placement  
11 within the Child Nutritionist Manager training course will be on the basis of seniority of those who apply  
12 for the course. This course will be offered each school year.

13  
14 **Section 14.3. Ongoing Training.** The District will, through an ongoing training program, provide at  
15 least three (3) Child Nutritionist Cashiers, Child Nutritionist Assistant Manager/Bakers, three (3) Child  
16 Nutritionist Mangers, and three (3) Child Nutritionist Satellite Cashier/Cashiers/Helpers the opportunity  
17 to be in training at all times. Employees who participate in training classes will be compensated at their  
18 regular rate of pay. District training classes will not conflict with SNA training classes, dates or times  
19 which are taken to obtain SNA certification when possible.

20  
21 Prior to a substitute's first work assignment, they will be given a tour of a District school cafeteria.

22  
23 **Section 14.4. Step-Up Eligibility.** Employees successfully completing job specific training as  
24 determined by the trainer shall be placed on a list and will be called to step up based on the list.  
25 Employees completing the training must take the assignments when called or be taken off the list unless  
26 they are on any paid leave, or there is a loss of hours or pay, in which case the employee may not be  
27 required to take the assignment.

## 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

**ARTICLE XV**

### **FURTHER PROVISIONS**

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

38  
39 **Section 15.2. Savings Clause.** If any provision of this Agreement or any application of this Agreement  
40 to any employee or group of employees should be found contrary to law, then such provision or  
41 application shall not be deemed valid and subsisting except to the extent permitted by law, but all other  
42 provisions or applications shall continue in full force and effect.

43  
44 If the District would be in violation of State law or would incur any penalty or decrease in State support as  
45 a result of the compensation and benefits provided herein, the excess compensation and/or benefits  
46 provided shall be reduced to the maximum amount legally allowable without the District incurring any  
47 penalty or reduction in support.

1 **Section 15.3. Copies of Agreement Clause.** Copies of this Agreement shall be printed by the Union.  
2 The District will reimburse the Union for fifty percent (50%) of the printing costs. A copy of this  
3 Agreement will be provided the Union and to each employee covered by this Agreement.  
4

5 **Section 15.4. Amendments Clause.** This Agreement may be reopened for amendment only by the  
6 mutual consent of the Board and the Union.  
7

8 **Section 15.5. Duration Clause.** This Agreement and each of its provisions is binding and in effect  
9 retroactive from September 1, 2008 until August 31, 2011, except as otherwise provided in the  
10 Agreement; provided, however, that in the event that there is a significant loss of revenue to the District  
11 resulting from a levy failure, legislative action, the parties may each reopen applicable sections of the  
12 Agreement within thirty (30) days of such action.  
13

14 Salaries: Cross Reference Article XIII, which also reflects on Schedule A increases.  
15

16  
17 PUBLIC SCHOOL EMPLOYEES  
18 OF WASHINGTON

19  
20 TACOMA FOOD SERVICES CHAPTER

TACOMA SCHOOL DISTRICT NO. 10

21  
22  
23  
24 BY \_\_\_\_\_  
25 R. Gina Coleman, Chapter President

BY \_\_\_\_\_  
Laurie Taylor, Assistant Superintendent  
Human Resources

26  
27  
28  
29 DATE \_\_\_\_\_

DATE \_\_\_\_\_

30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

SCHEDULE A  
TACOMA CHILD NUTRITION  
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2008

<b>Classification</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
Child Nutritionist Helper	\$10.04	\$10.55	\$11.08	\$11.64	\$12.21		
Child Nutritionist Cashier/Helper	\$10.28	\$10.76	\$11.29	\$11.86	\$12.50		
Child Nutritionist Satellite Cashier/Helper	\$10.60	\$11.08	\$11.63	\$12.21	\$12.86		
Child Nutritionist Assistant Manager/Baker	\$10.88	\$11.39	\$11.92	\$12.53	\$13.14		
Child Nutritionist Manager I Elementary Schools	\$11.68	\$12.25	\$12.81	\$13.41	\$14.08	\$14.78	
Child Nutritionist Manager II Middle Schools	\$12.93	\$13.56	\$14.16	\$14.79	\$15.54	\$16.33	
Child Nutritionist Manager III Senior High Schools	\$13.22	\$13.88	\$14.50	\$15.08	\$15.76	\$16.53	\$17.36
General Substitutes	\$8.69						
Retiree Substitutes*	\$10.60						
Child Nutritionist Helper w/o High School Diploma/GED	\$9.54						
Employees who maintain WSNA certification will receive an additional \$.35 per hour if Level 1 and \$.40 per hour if Level 2.							
Employees starting their 20th year of service shall receive an additional \$0.50 per hour.							
Employees starting their 25th year of service shall receive an additional \$0.15 per hour over the 20th year of service rate.							
*Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier/Helper at Step B.							
*Child Nutritionist Helpers are paid at 95% of Child Nutritionist Helper Rate (Step B).							

1 MEMORANDUM OF UNDERSTANDING

2  
3 BETWEEN THE TACOMA SCHOOL DISTRICT NO. 10 AND  
4 PUBLIC SCHOOL EMPLOYEES OF  
5 TACOMA SCHOOL DISTRICT FOOD SERVICES "ASSOCIATION"

6  
7 REGARDING CATERING EVENT STAFFING PROCEDURES  
8  
9  
10

11 The parties to this Memorandum hereby agree to the following procedures for staffing Child Nutrition  
12 catering events as follows:

- 13
- 14 1. Definition: Catering Events: Events where the food service department has entered into a  
15 contract involving preparing and/or serving food that is not part of the regular food service  
16 program.  
17
  - 18 2. Catering events that conflict with the regular hours of operation of the Child Nutrition  
19 Department, and conflict with the work hours of Child Nutrition bargaining unit employees shall  
20 be assigned as follows:  
21
    - 22 • First, a four-hour per day position will be established as a Child Nutrition Catering Specialist.  
23 The primary responsibility for this position is to staff catering events that conflict with Child  
24 Nutrition services' regular operations (events at non-school sites during hours of Child Nutrition  
25 operations in the schools or barbeques). In order to fill in the hours of a regular position, the  
26 Child Nutrition Catering Specialist shall be assigned to buildings with temporary vacancies. In  
27 order to accommodate catering assignments, the start and end hours of the position will be  
28 flexed as needed.  
29
    - 30 • Secondly, catering assignments will be filled in the following order: 1) Catering List  
31 Employees, unless the event conflicts with their regular assignments. 2) Retiree-Substitutes,  
32 and 3) Substitutes.  
33
  - 34 3. Each catering event will be assigned to the kitchen in the building in which the event is being  
35 held, or the kitchen with appropriate facilities. In the summer, the event may be assigned to a  
36 kitchen that is open and has appropriate facilities. If the Child Nutritionist Cook-Manager in the  
37 designated kitchen chooses to decline responsibility for an event scheduled away from her/his  
38 building, it may be assigned to another kitchen.  
39
  - 40 4. Paragraph one of § 9.1 of the collective bargaining agreement governs the first level of staffing of  
41 catering events: Child Nutrition bargaining unit employees in the kitchen with responsibility for  
42 the catering event will have the opportunity to work the event, or decline the extra assignment  
43 (without penalty).  
44
  - 45 5. If the catering event requires more staff than the responsible kitchen is able to provide, or staff  
46 with experience and skills which is not available in the assigned kitchen, the event will be further  
47 staffed by using the catering seniority list.  
48

6. Child Nutrition 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. Following the execution of this agreement, the catering list will be opened for thirty calendar days and employees not on the list may sign up. Employees currently on the list shall retain their catering seniority date. Employees signing up will have the catering seniority date of the date they were added to the list. Annually, in the month of September, 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 Child Nutrition employee on the catering list who has experience and/or demonstrated the necessary skills for that event.
8. If an employee does not accept three consecutive catering assignments when called, her/his name will be moved to the bottom 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 tie-breaker is needed, the current provision in the collective bargaining agreement will be utilized.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

TACOMA FOOD SERVICES CHAPTER

TACOMA SCHOOL DISTRICT NO. 10

BY \_\_\_\_\_  
R. Gina Coleman, Chapter President

BY \_\_\_\_\_  
Laurie Taylor, Assistant Superintendent  
Human Resources

DATE \_\_\_\_\_

DATE \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**APPENDIX A**

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON  
TACOMA CHILD NUTRITION  
UNIFORM COMMITTEE  
2008 – 2009**

If you want to use the uniform voucher, you can use it at the following stores, only during the months of September and January. You must show picture ID (example: driver's license) at the time of your purchase

***TODAY'S UNIFORM***

920 Martin Luther King Jr. Way  
Hours: Mon-Sat 9:30 a.m.-5:30 p.m.

***LIFE UNIFORM COMPANY***

4502 S Steele Street (Tacoma Mall)  
Hours: Mon-Sat 9:30 a.m.-9:30 p.m.  
Sunday 11:00 a.m.-6:00 p.m.

**STANDARD OF DRESS 2008-2009 SCHOOL YEAR**

**Pants:** White or solid color uniform pant, capri's, pants or slacks made of heavy material, no see through. The following pant types are NOT PERMITTED: jeans, spandex, stretch, sweats or denim.

**Skirts:** White or solid color: skirts, dresses, and jumpers.

**SHORTS ARE NOT PERMITTED.**

**Shoes:** White or black duty shoes, athletic shoes, clogs with ½ inch back with non-skid sole. No sling backs or open-toed shoes.

**Socks must worn.**

**Uniform Tops:** Solid or printed.

**Polo Shirts:** Heavy material, no see through.

**Aprons:** Child Nutrition.

**Rain Gear:** (Example: coat, pants, hat, or poncho).

**NO STRAPLESS, TANK TOPS OR STRETCH-FITTING CLOTHES.  
CLOTHING MUST COVER TORSO.**

1  
2  
3 FINAL

4  
5 MEMORANDUM OF UNDERSTANDING

6  
7 BETWEEN THE TACOMA SCHOOL DISTRICT NO. 10 AND  
8 PUBLIC SCHOOL EMPLOYEES OF  
9 TACOMA SCHOOL DISTRICT FOOD SERVICES "ASSOCIATION"

10  
11 REGARDING DISPLACEMENT OF PSE/SEIU FOOD SERVICE EMPLOYEES  
12 DUE TO DISTRICT SCHOOL CLOSURES  
13

14  
15 The PSE/SEIU Tacoma Food Services (Union) and the Tacoma School District (District) enter into this  
16 Memorandum of Understanding on April 25, 2009.

17  
18 Whereas, the Union and the District mutually agree to the following stipulations regarding the school  
19 closures of both Gault and McIlviagh Middle Schools at the end of the 2008-2009 school year, and  
20

21 Whereas, employees currently employed at the closure schools will be displaced due to said closure, and  
22

23 Whereas, the Union and the District wish all PSE/SEIU bargaining unit employees displaced due to  
24 school closures have their work assignments for the 2009-2010 school year based on their seniority and  
25 classification in conjunction with the staffing needs of the new middle school (First Creek) prior to being  
26 reduced in hours, and/or laid off, and  
27

28 Whereas, First Creek Middle School will have less positions than the two closed schools, the following  
29 procedures will be utilized by the parties:  
30

- 31 1. The District will transfer all employees currently working at Gault and McIlviagh Middle Schools  
32 that they need to staff First Creek by seniority.  
33
- 34 2. Therefore, the parties mutually agree to waive Article IX, Job Posting, Section 9.3. of the current  
35 collective bargaining agreement, and allow any employee(s) not needed at First Creek to fill open  
36 positions at other work sites before any job bids are posted and opened up to the entire bargaining  
37 unit, and  
38
- 39 3. Therefore, allow any employee(s) not needed at First Creek to utilize their seniority by  
40 classification to bump the least senior employee with the same hours/benefits, or the least senior  
41 employee in any lower classification (Article IX, Section 9.8), and  
42
- 43 4. Therefore, the parties agree to allow any employee(s) not needed at First Creek to choose to be  
44 laid off and placed on a recall list per the current collective bargaining agreement rather than  
45 bump a least senior employee, and  
46  
47

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

5. The parties further agree that if there are any employees unplaced, they will either have their hours reduced, or be laid off by seniority and be placed on the recall list. In accordance with the current collective bargaining agreement, the District will notify the employee(s). (Article IX, Layoffs, Section 9.8).

This memorandum of Understanding is the full agreement between the parties in conjunction with the current collective bargaining agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

TACOMA FOOD SERVICES CHAPTER

TACOMA SCHOOL DISTRICT NO. 10

BY \_\_\_\_\_  
R. Gina Coleman, Chapter President

BY \_\_\_\_\_  
Laurie Taylor, Assistant Superintendent  
Human Resources

DATE \_\_\_\_\_

DATE \_\_\_\_\_



Tacoma Public Schools  
Food Services Employees  
**PERFORMANCE EVALUATION REPORT**

Name \_\_\_\_\_  
*Last*
*First*
*Middle Initial*

Classification \_\_\_\_\_ Date \_\_\_\_\_

**Period of report:** From \_\_\_\_\_ to \_\_\_\_\_

**Evaluation type:** Probation  Annual  Unscheduled  School \_\_\_\_\_

**1. Job Knowledge**

Inadequate knowledge of work. <input type="checkbox"/>	Limited knowledge of work. <input type="checkbox"/>	Adequate knowledge of work. <input type="checkbox"/>	Well informed working knowledge. <input type="checkbox"/>	Exceptionally thorough working knowledge of job. <input type="checkbox"/>
--	---	--	---	---

**2. Quality of Food, Presentation, Taste, Temperature**

Food is unacceptable. <input type="checkbox"/>	Poor quality food. <input type="checkbox"/>	Meets standards of food quality. <input type="checkbox"/>	Good quality food. <input type="checkbox"/>	Exceptionally high quality food. <input type="checkbox"/>
--	---	---	---	---

**3. Work Output**

Very slow worker. <input type="checkbox"/>	Below average output. <input type="checkbox"/>	Average output. <input type="checkbox"/>	Above average output. <input type="checkbox"/>	Exceptionally high output. <input type="checkbox"/>
--	--	--	--	---

**4. Attitude Toward Job**

Constantly negative. <input type="checkbox"/>	Frequently negative. <input type="checkbox"/>	Acceptable. <input type="checkbox"/>	Generally positive. <input type="checkbox"/>	Consistently positive. <input type="checkbox"/>
---	---	--------------------------------------	--	---

**5. Cooperation**

Frequently causes unrest or friction with others. <input type="checkbox"/>	Cooperates reluctantly. <input type="checkbox"/>	Acceptable. <input type="checkbox"/>	Cooperates and gets along well with others. <input type="checkbox"/>	Exceptionally cooperative. <input type="checkbox"/>
--	--	--------------------------------------	--	---

**6. Ability to Work Independently**

Needs close supervision. <input type="checkbox"/>	Needs more supervision than others doing similar work. <input type="checkbox"/>	Needs only routine supervision. <input type="checkbox"/>	Needs minimal supervision. <input type="checkbox"/>	Carries out complex work with minimal supervision. <input type="checkbox"/>
---	---	--	---	---

**7. Adaptability**

Does not adjust to new or different situations. <input type="checkbox"/>	Has difficulty adjusting to new or different situations <input type="checkbox"/>	Adjusts satisfactorily to new or different situations. <input type="checkbox"/>	Adjusts easily to new or different situations. <input type="checkbox"/>	Highly flexible; consistently functions effectively. <input type="checkbox"/>
--	--	---	---	---

**8. Motivation**

Lacks initiative; performs only as directed. <input type="checkbox"/>	Rarely shows initiative. <input type="checkbox"/>	Occasionally initiates action. <input type="checkbox"/>	Frequently shows initiative. <input type="checkbox"/>	Exceptionally ambitious and a self-starter. <input type="checkbox"/>
---	---	---	---	--

**9. Punctuality**

Undependable. <input type="checkbox"/>	Frequently late. <input type="checkbox"/>	Acceptable. <input type="checkbox"/>	Infrequently late. <input type="checkbox"/>	Extremely dependable. <input type="checkbox"/>
--	---	--------------------------------------	---	--

**10. Safety**

Often careless of self and others. <input type="checkbox"/>	Occasionally careless of self and others. <input type="checkbox"/>	Follows acceptable procedures. <input type="checkbox"/>	Practices good procedures. <input type="checkbox"/>	Exercises great care and foresight in protecting self and others from hazards <input type="checkbox"/>
---	--	---	---	--

**11. Relating to Customers**

Does not interact well with customers. <input type="checkbox"/>	Needs improvement. <input type="checkbox"/>	Relates acceptably. <input type="checkbox"/>	Interacts well with customers. <input type="checkbox"/>	Interacts extremely well with customers. <input type="checkbox"/>
---	---	--	---	---

**12. Cleanliness and Hygiene**

Unacceptable personal hygiene and appearance. <input type="checkbox"/>	Problems with unclean/unkept appearance and/or personal hygiene. <input type="checkbox"/>	Usually clean and neat. <input type="checkbox"/>	Personally clean and neat. <input type="checkbox"/>	High standard of personal Hygiene and appearance. <input type="checkbox"/>
--	---	--	---	--

**13. Quality of Paperwork**

Work is unacceptable. <input type="checkbox"/>	Frequent errors, poor quality work. <input type="checkbox"/>	Meets job requirements. <input type="checkbox"/>	Good quality work; very few errors. <input type="checkbox"/>	Exceptionally accurate, high quality work. <input type="checkbox"/>
--	--	--	--	---

**14. Leadership – Cook/Managers Only**

Lacks leadership; performs only as directed. <input type="checkbox"/>	Rarely shows leadership. <input type="checkbox"/>	Frequently shows leadership. <input type="checkbox"/>	Uses leadership well. <input type="checkbox"/>	Uses leadership exceptionally well. <input type="checkbox"/>
---	---	---	--	--

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