

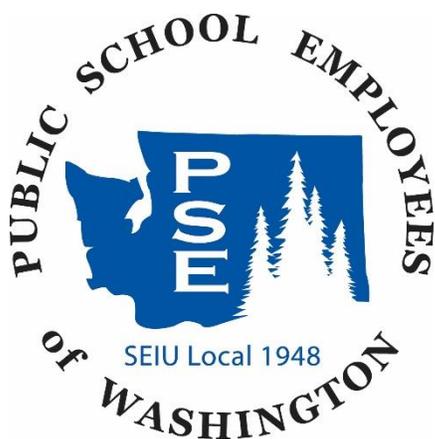
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**BOARD OF DIRECTORS  
TACOMA SCHOOL DISTRICT #10**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
TACOMA NUTRITION SERVICES #610**

SEPTEMBER 1, 2022 - AUGUST 31, 2026



**Board of Directors**

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Korey Strozier, Vice President  
Enrique Leon  
Lisa Keating  
Chelsea McElroy

**Superintendent**

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1 **P R E A M B L E**

2  
3 The following Articles of this Agreement constitute an agreement by and between the Board of Directors  
4 of Tacoma School District Number 10, hereinafter called the “Board” and the Public School Employees  
5 of Tacoma Nutrition Services, hereinafter called the “Union.”  
6

7 The parties hereto agree as follows:  
8  
9  
10

11 **A R T I C L E I**

12 **DEFINITIONS AND RECOGNITION**

13 **Section 1.1. Definitions.**

- 14
- 15
- 16
- 17 1. Board: Board of Directors of Tacoma School District Number 10.
- 18
- 19 2. District: Tacoma School District Number 10.
- 20
- 21 3. Employee: Any employee of the District covered by this Agreement.
- 22
- 23 4. Substitute: Any employee working thirty (30) days or more in any twelve (12) month period. Such
- 24 employee’s contractual rights shall be limited to the wage specified on the wage schedule.
- 25
- 26 5. Superintendent: Superintendent of Schools of Tacoma School District Number 10 or authorized
- 27 representative.
- 28
- 29 6. Temporary Employee: A new employee hired into a position with a fixed beginning and ending date
- 30 not to exceed sixty (60) days, and in which there is no reasonable assurance of continued
- 31 employment.
- 32
- 33 7. Union: The Public School Employees of Tacoma Nutrition Services, Chapter #610, an affiliate of
- 34 Public School Employees of Washington/SEIU.
- 35

36 **Section 1.2. Recognition And Unit Designation.**

- 37
- 38 1. Recognition: The Board recognizes the Union as the exclusive representative of all employees in the
- 39 bargaining unit described in Section 1.2 (2).
- 40
- 41 2. Bargaining unit: The bargaining unit to which this Agreement is applicable is composed of all
- 42 employees in the nutrition services program; administrative and clerical nutrition service employees
- 43 shall be excluded and other positions may be excluded from the bargaining unit when agreed to by
- 44 the Board and the Union.
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**ARTICLE II**

**RIGHTS OF THE BOARD**

**Section 2.1. Rights Of The Board.**

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

**Section 2.2. No Strike/No Lockout.**

For the life of this Agreement there shall be no work stoppage, slowdown, boycott, sympathy strike, or lock out for any reason regardless of whether the action of either party may be reasonably construed as a violation of this Agreement or of any law policy, or regulation. In the event that another bargaining unit of the District goes on strike, the members covered under this Agreement shall be given reasonable opportunity to make up any hours lost as a result of a strike.

Should any employee have other verified employment which would make it impossible for them to make up the time lost by extension of the school year, the District will provide other make up time.

**Section 2.3. Subcontracting.**

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

**ARTICLE III**

**UNION REPRESENTATION**

**Section 3.1. Negotiation Procedures.**

**Section 3.1.1.**

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

**Section 3.1.2.**

Negotiations shall be conducted at mutually agreeable 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.



1 **Section 3.2. Labor/Management Meetings.**

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

11  
12 **Section 3.3. Release Time for Union Conferences and Meetings.**

13 The District will grant, upon written request, up to 400 hours of paid leave each school year for official  
14 Union business for the following reasons: Grievance investigation, grievance hearings, contract  
15 negotiations, and Union training conferences, conventions and other Union business.

16  
17 Paid leave will be limited to the following Union officers (President, Vice-President, Secretary,  
18 Treasurer, and Membership Officer or Membership Officers) and Union appointed officials, and in the  
19 case of grievance hearings or negotiations, those employee members who are material to the grievance or  
20 part of the negotiating committee. Requests for such leave shall be made to the Nutrition Services  
21 Director in advance of the leave. The purpose of the leave will be clearly stated. The leave shall not be  
22 granted if the purpose of the leave violates State law or regulations.

23  
24 **Section 3.4. New Member Information.**

25 The District shall provide each new employee with a member information packet (which shall be  
26 comprised of: (a) a copy of this Agreement; (b) membership cards; (c) a list of officers and phone  
27 numbers; and (d) a cover letter) to be furnished to the District by the Union. The District shall facilitate a  
28 paid new employee on-boarding through the Nutrition Services a department. The District will post the  
29 current collective bargaining agreement and current Schedule A (wage schedule) on the District web site.  
30 The District will post the current collective bargaining agreement and current Schedule A (wage  
31 schedule) on the District web site.

32  
33 **Section 3.5. Union Access to district resources:**

- 34 • The Union may use District facilities and/or equipment for meetings in accordance with District  
35 policies provided that such meetings will not interfere with nor interrupt the normal operation of  
36 the school.
- 37 • Utilize a single area, in each kitchen, to post notices.
- 38 • Use employee mailboxes for communication purposes in accordance with district policies.
- 39 • Use the District’s email and voice mail systems for communications, representation, and  
40 negotiation purposes in accordance with district polices. The union recognizes there is no  
41 expectation of privacy in the use of the district network.



1 **Section 3.6.**

2 Employees of the unit subject to this Agreement have the right to have a Union representative present  
3 at meetings between themselves and supervisors or other representatives of the District under the  
4 following circumstances:

- 5
- 6 • When the employee reasonably believes the discussion might result in discipline;
- 7 • When the employee is being interviewed as part of an investigation of alleged misconduct;
- 8 • When the employee is being interviewed as a witness in a District investigation and
- 9 • At a meeting where an allegation of misconduct is being resolved.

10  
11 **Section 3.7. New Hire Notification.**

12 The Employer will provide electronic notification of the name, address, personal phone number,  
13 classification, job title, work location, work, and personal email address, if the employee is a substitute,  
14 and the shift start and end time of all newly hired bargaining unit employees as defined as Section 1.1  
15 and 1.2 of the Agreement on the 15th of the month to the Union President and  
16 [membership@pseofwa.org](mailto:membership@pseofwa.org).

17  
18  
19  
20 **ARTICLE IV**

21  
22 **RIGHTS OF EMPLOYEES**

23  
24 **Section 4.1. Equitable Treatment.**

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

30  
31 The Union agrees that the membership in the Union shall not be denied to any employee because of race,  
32 creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual  
33 orientation including gender expression or identity, marital status, the presence of any sensory, mental or  
34 physical disability or the use of a trained dog guide or service animal by a person with a disability.

35  
36 **Section 4.2. Evaluation.**

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

39  
40 The Director of Nutrition Services or Administrative Designee shall prepare the employee’s annual  
41 evaluation with any additional input that may be offered by the work site’s cook manager,  
42 satellite/cashier or principal. Cook Managers will not be required to provide input that is not otherwise  
43 voluntarily disclosed to the Nutrition Services Field Assistant or Director.

44  
45 An employee shall have at least five (5) working days to review his/her evaluation before discussing it  
46 with the evaluator.



1 An employee has the right to attach a written statement or document to the evaluation form within thirty  
2 (30) days of the evaluation. Said statement or document shall be referenced in and stapled to the  
3 evaluation.  
4

5 Once an employee has received three (3) consecutive years of satisfactory evaluations, the employee will  
6 be placed on a three-year (3) evaluation cycle. Employees who transfer to a new assignment shall  
7 receive an annual evaluation. If the evaluation is satisfactory, the employee will be placed on a three-  
8 year (3) evaluation cycle. However, should the Director of Nutrition Services or Administrative  
9 Designee consider an employee's performance less than satisfactory at any time during the school year,  
10 the employee will be evaluated at that time.  
11

12 Evaluations containing two (2) or more low marks shall be construed as unsatisfactory. If an employee is  
13 going to receive low evaluation marks, said employee shall be notified of the deficient issue(s) in writing  
14 and a required meeting will be held with the employee, union representation and Nutrition Services  
15 Director or Administrative Designee at least forty (40) working days prior to receiving the actual  
16 evaluation. Evaluations reflecting an unsatisfactory level of performance in one or more categories shall  
17 state reasons for the unsatisfactory rating and include examples to allow the employee to improve their  
18 performance within the time allowed.  
19

20 Employees who otherwise are not required to be evaluated may request to be evaluated if submitted in  
21 writing to their supervisor on or before November 15 annually.  
22

### 23 **Section 4.3. Personnel Files.**

24 The District's Human Resources Department shall maintain the official personnel file for each employee.  
25 The employee may inspect the file with a representative of the District and, if the employee wishes, a  
26 Union representative. The District may charge employees for the cost of copies at the District's public  
27 disclosure copy rate for documents contained in the employee's personnel file that have previously been  
28 provided to the employee. The employee has the right to attach comments to any disciplinary or  
29 evaluation materials included in the file. An employee may request in writing that the Assistant  
30 Superintendent of Human Resources remove disciplinary materials from the file after three (3) years.  
31 The District shall reserve the right to maintain any materials which may continue to be deemed relevant.  
32 Grievance and/or complaint-related documents submitted by an employee will be placed in  
33 grievance/investigative files.  
34

### 35 **Section 4.4. Requests for Disclosure.**

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

**HOURS OF WORK AND OVERTIME**

**Section 5.1. Work Shifts.**

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties. The District shall make every reasonable effort to give the employee prior notice of one (1) calendar week of ongoing schedule changes; provided, however, this notice may be waived by the employee. Positions shall be created and/or adjusted in increments of fifteen (15) minutes.

**Section 5.1.1.**

Members of the bargaining unit shall receive a minimum shift of three and one-half (3.5) hours per workday.

**Section 5.2. Duty-Free Meal Period.**

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

**Section 5.3. Rest Periods.**

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

**Section 5.4. Use of District Facilities.**

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

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

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

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

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



1 **Section 5.5. Summer Child Nutrition Program (hereinafter “SCNP”).**

2 The District Nutrition Services Office will send out notification entitled “Intent to Work Summer Child  
3 Nutrition Program” no later than April 15<sup>th</sup> each year to all child nutrition employees covered by this  
4 agreement.

5  
6 Employees who wish to participate in the District's Summer Child Nutrition Program shall make their  
7 request to the Director of Nutrition Services or Administrative Designee by May 1<sup>st</sup> each year.  
8

9 All Summer Program employees must attend the mandatory summer nutrition services program meeting,  
10 or a mandatory “make-up” meeting with the District to be eligible for work in this program. Summer  
11 trainings will be offered twice in the month of May of each school year.  
12

13 The District shall require employees to complete required trainings before employees select their  
14 preferred worksite(s) for the Summer Child Nutrition Program.  
15

16 Employees electing not to work or those not on an approved contractual leave authorized by Director of  
17 Nutrition Services or Administrative Designee or the District will lose their summer seniority date.  
18

19 The 2008 Simplified Summer Nutrition Program Staff will have their summer program seniority  
20 grandfathered as reflected on the August 12, 2008 updated list.  
21

22 Employees who have never worked the SCNP will have their summer program seniority date established  
23 on their actual first day of work in the SCNP. Substitutes who are not regular employees during the  
24 school year working the SCNP will not establish seniority whether summer or otherwise (hereinafter  
25 referred to as “Non-Regular Employee Summer Subs). Regular employees working during the school  
26 year subbing in the SCNP shall be hereinafter referred to as “Regular Employee Summer Subs”. Ties in  
27 SCNP seniority shall be ranked relative to district-wide seniority (Section 9.6.3.). SCNP seniority does  
28 not apply to the regular school year.  
29

30 New hires in the positions of Assistant Cook/Support Specialist and Secondary Cook Manager for the  
31 SCNP shall serve a thirty (30) day bid trial. After the employee has worked in the new position for no  
32 less than five (5) working days during the bid trial, the Director of Nutrition Services or Administrative  
33 Designee or the employee may decide if the employee should revert to his/her prior SCNP position, if  
34 applicable. The Assistant Cook/Support Specialist for the SCNP shall be paid on the Assistant  
35 Cook/Support Specialist rate on Schedule A. The Cook Manager for the SCNP shall be paid at the  
36 Secondary Cook Manager rate on Schedule A. All other positions shall be paid at the Helper rate on  
37 Schedule A. All positions will be paid at the appropriate step based on years of service with Tacoma  
38 Public Schools or with another school district in Washington state.  
39

40 All job assignments for the SCNP shall be according to ability and SCNP seniority. Modifications in  
41 assignments due to program change will be based on ability and SCNP seniority. The District will  
42 provide the Union with the rationale for bypassing the seniority of any bargaining unit member for the  
43 SCNP. Where ability is equal, SCNP seniority earned in the SNCP shall be the deciding factor. Those  
44 employees requesting but not hired for the SCNP shall be used as substitutes on the basis of district-wide  
45 seniority. Work shall be assigned and paid on the basis of regular job descriptions.  
46

47 Once one employee’s SCNP assignment ends at a school site, the employee will not have the right to  
48 bump another employee out of their SCNP assignment. Once one employee’s SCNP assignment ends,

1 the District will assign employees to open positions based on SCNP seniority. The District must make  
2 available open positions to employees who have already completed prior SCNP assignments.

3  
4 Employees that work thirty (30) or more hours, but less than sixty (60) hours during the Summer Child  
5 Nutrition Program (June, July and August) shall receive one (1) additional day of sick leave based on the  
6 employee's regular school year daily hours. Effective June 1, 2017, employees that work sixty (60) or  
7 more hours during the Summer Child Nutrition Program (June, July and August) shall receive two (2)  
8 additional days of sick leave based on the employee's regular school year daily hours.

9  
10 The sick leave earned will be added to the employee's accumulated sick leave balance. During the  
11 SCNP, regular employees shall have access to all leave provisions, with the exception of extraordinary  
12 leave. Use of leave during the SCNP shall be based on the scheduled hours for the day of the leave.

13  
14 Employees qualifying for WSNA (Washington School Nutrition Association) certification wage  
15 recognition salary during the school year shall continue to receive same during the SCNP as well as Step-  
16 Up Pay (Section 13.4.) and Stop-Pay (Section 13.5.).

17  
18 Prior to the end of the School Year, the District will entertain input from the Union for the upcoming  
19 SCNP.

### 20 21 **Section 5.6. Uniform Stipend.**

22 During each year of the Agreement, the District shall pay a uniform stipend of four hundred dollars  
23 (\$400), the first payroll period of the fiscal year, to all regular nutrition service employees covered by  
24 this Agreement. The purpose of the stipend is to provide each employee with financial support to  
25 comply with the Standard of Dress expectations specified in Section 5.6.1 of this Agreement and  
26 Appendix A Standard of Dress. Employees shall receive the full Uniform Stipend without any  
27 requirement to maintain receipts to submit for reimbursement. Employees understand that the Uniform  
28 Stipend will be paid via payroll and thus applicable payroll taxes will apply. Payment of the Uniform  
29 Stipend shall be prior to October 1st each year. Employees beginning regular employment status after  
30 the first day of school will be paid their Uniform Stipend within six (6) weeks of the date of approval of  
31 regular employee status.

### 32 33 **Section 5.6.1. Standard of Dress.**

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

- 36  
37 1. **Pants:** White or solid color pants, slacks, or capri pants made of heavy material or  
38 denim. The following pant types are not permitted: blue-jeans, sweats or pants made of  
39 material(s) that are see-through.
- 40 2. **Skirts:** White, solid or printed color skirts, dresses and jumpers.
- 41 3. **Shoes:** White or black duty shoes, athletic shoes, clogs with ½ inch back and non-skid  
42 sole. Socks must be worn. Sling-backs and open-toed shoes are not permitted.
- 43 4. **Shirts:** Shirts or tops may be solid-color or printed, made of heavy material that is not  
44 see-through. Shirts and tops must cover torso. Strapless tops or tank tops are not  
45 permitted.
- 46 5. **Aprons:** Child nutrition, printed or solid.
- 47 6. **Rain Gear:** Raincoat, pants, hat and/or poncho.
- 48 7. Exceptions may be authorized for casual school event days.

1 **Section 5.7. Overtime/Compensatory (Comp) Time.**

2 All hours worked beyond eight (8) hours per day or forty (40) hours per week will be compensated at the  
3 rate of one and one-half (1-1/2) times the employee's regular rate of pay.  
4

5 Hours worked on Sunday beyond eight (8) hours per day or forty (40) hours per week will be  
6 compensated at double time (2) at the employee's regular rate of pay.  
7

8 Overtime/Compensatory (Comp) time must be pre-approved by the employee's Director of Nutrition  
9 Services or Administrative Designee. Compensatory (comp) time in lieu of overtime must be chosen by  
10 the employee, and must be pre-approved by the employee's Director of Nutrition Services or  
11 Administrative Designee.  
12

13 If an employee elects to take compensatory (comp) time in lieu of overtime, he/she shall receive straight  
14 time for all hours worked under eight hours per day (Monday through Friday), and time and one-half  
15 (1 ½) times their regular rate of pay for all time worked over eight (8) hours per day, or forty (40) hours  
16 per week.  
17

18 **Overtime/Compensatory (Comp) Time Accumulation:** No employee will be permitted to accumulate  
19 more than one hundred (100) hours of compensatory (comp) time. Compensatory (comp) time earned  
20 will not be lost. Any overtime required of an employee with one hundred (100) hours of accumulated  
21 compensatory (comp) time will be paid at the appropriate rate of pay in accordance with the regular  
22 payroll cycle. Every year compensatory (comp) leave balances as of August 31<sup>st</sup> will be paid off in  
23 September at the rate earned during the preceding year. If a compensatory (comp) time balance is not  
24 paid by the District or used by the employee before termination of employment, it will be paid as part of  
25 the employee's final pay warrant.  
26

27 **Cross Reference: Holiday, Article VI, Section 6.1.1.**  
28

29 **Section 5.7.1.**

30 Meetings will be considered hours worked for the purposes of overtime compensation.  
31

32 **Section 5.7.2. Callbacks.**

33 In an emergency, a supervisor may request that an employee be called back to work.  
34

35 For this Section only, the word "emergency" shall be defined as those incidents that arise without  
36 advance notice that impact the function of the kitchen or kitchen equipment.  
37

38 A callback is defined as an employee being requested to return to work by their supervisor after  
39 being off duty from their regularly scheduled shift for at least thirty (30) minutes.  
40

41 All callbacks will be paid at one and one-half (1½) times the employee's regular pay rate and will  
42 be a minimum of two (2) hours.  
43

44 **Section 5.7.3. Extended and Split Shifts.**

45 An extended shift is defined as an opportunity to work a planned extended shift with either no  
46 off-duty break or a break of less than thirty (30) minutes.  
47

1 The extended shift will be paid at the employee's regular pay rate unless the total workday  
2 hours exceed eight (8) hours when Section 5.6, Overtime, becomes applicable.

3  
4 A split shift is defined as a schedule where an employee's work hours are broken out into two  
5 or more parts, with unpaid time off in between.

6  
7 The split shift will be paid at the employee's regular pay rate unless the total workday hours  
8 exceed eight (8) hours when Section 5.6, Overtime, becomes applicable. The minimum shift  
9 for a split shift is one (1) hour.

### 10 11 **Section 5.8. Holiday Benefits.**

12 Employees who work more hours than their regular scheduled hours for five (5) days or more will earn  
13 their holiday benefits based on the higher number of hours worked. When the employee reverts to their  
14 regular scheduled position/hours per day their pay for holidays will be adjusted accordingly.

### 15 16 **Section 5.9. Comp Time.**

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

### 22 23 **Section 5.10. Rules and Regulation.**

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

### 29 30 **Section 5.11. Catering.**

- 31 1. Definition: Catering Events: Events where the nutrition services department has entered into a  
32 contract involving preparing and/or serving food that is not part of the regular nutrition services  
33 program.
- 34  
35 2. Catering events that conflict with the regular hours of operation of the Nutrition Services  
36 Department, and conflict with the work hours of Nutrition Services bargaining unit employees  
37 shall be assigned as follows:
  - 38 a. First, a four-hour per day position will be established as a Child Nutritionist Catering  
39 Specialist. The primary responsibility for this position is to staff catering events that  
40 conflict with Nutrition Services' regular operations (events at non-school sites during  
41 hours of Nutrition Services operations in the schools or barbeques). In order to fill in the  
42 hours of a regular position, the Child Nutritionist Catering Specialist Helper shall be  
43 assigned to buildings with temporary vacancies. In order to accommodate catering  
44 assignments, the start and end hours of the position will be flexed as needed.
  - 45  
46 b. Secondly, catering assignments will be filled in the following order:
    - 47 1. Catering List Employees unless the event conflicts with their regular assignments.  
48

2. Retiree-Substitutes, and
3. Substitutes

3. Each catering event will be assigned to the kitchen in the building in which the event is being held, or the kitchen with appropriate facilities. In the summer, the event may be assigned to a kitchen that is open and has appropriate facilities. If the Child Nutritionist Manager in the designated kitchen chooses to decline responsibility for an event scheduled away from her/his building, it may be assigned to another kitchen.
4. Paragraph one of § 9.1 of the collective bargaining agreement governs the first level of staffing of catering events: Nutrition Services bargaining unit employees in the kitchen with responsibility for the catering event will have the opportunity to work the event or decline the extra assignment (without penalty).
5. If the catering event requires more staff than the responsible kitchen is able to provide, or staff with experience and skills which is not available in the assigned kitchen, the event will be further staffed by using the catering seniority list.
6. Nutrition Services employees who are interested in catering assignments, sign up for catering work and this establishes their catering seniority date which creates the catering seniority list. 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 Nutrition Services employee on the catering list who has experience and/or demonstrated the necessary skills for that event. The District shall issue a written rationale statement to the Union if a more senior employee is bypassed.
8. If an employee does not accept three consecutive catering assignments when called, her/his name will be moved to the bottoms of the list. If an employee cannot be reached regarding a catering event for two events in a row, then her/his name will be moved to the bottom of the list.
9. If a seniority tiebreaker is needed, the current provision in the collective bargaining agreement will be utilized.

**Section 5.12. Cooks Meetings.**

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



1 **Section 5.13. Work After the School Year.**

2 Employees may decline the assignment of extra work without penalty if the extra work requires them to  
3 work past the end of the School Year, during Winter Break, or during Spring Break.  
4

5 **Section 5.14. Inclement Weather.**

6 In the event of an unusual school closure due to inclement weather, inoperative facilities or the like, the  
7 District will notify employees to refrain from arriving to work as soon as a decision is reached.

8 Employees who are not notified prior to arriving to work for their scheduled shift, shall receive (3.5)  
9 three and one-half hours. In order to count as “not being notified”, employees must update and maintain  
10 their current contact information with the District. Employees may use appropriate accrued leave  
11 without prior approval to cover any time missed due to an unusual school closure. The attendance  
12 incentive (Section 6.4) will not be affected in the event an employee uses appropriate accrued leave to  
13 cover any time missed due to unusual school closure.  
14

15 **Section 5.15. Breakfast After the Bell.**

16 All preparation of meals in relation to TPS’ Breakfast After the Bell Program (“BAB”) shall be  
17 performed by PSE members unless the parties agree in writing otherwise. The parties agree that the  
18 primary distribution/delivery of meals should be performed by PSE members. Some delivery and  
19 distribution may be performed by helpers outside of the Nutrition Services bargaining unit. TPS shall  
20 make decisions about BAB meal delivery after collaborating with Cook Managers, Building  
21 Administration, and Site Principals at each respective TPS school. PSE’s Cook Managers may reject the  
22 District’s request to use helpers outside of the Nutrition Services bargaining unit to distribute and deliver  
23 meals if Nutrition Services employees are able to adequately and timely distribute and deliver meals  
24 themselves without TPS incurring additional costs related to overtime pay. Nothing in this agreement  
25 will prevent Nutrition Services employees from requesting overtime as needed in accordance with the  
26 Collective Bargaining Agreement and State Law. PSE represented employees will not supervise  
27 employees represented by other bargaining units or other helpers.  
28

29 TPS shall proactively include PSE’s “Cook Managers” at each respective TPS school within the dialogue  
30 relating to the implementation of the BAB program at said school. TPS will work collaboratively with  
31 the Cook Managers when it makes decisions regarding kitchen work and staffing related thereto. In  
32 administering the BAB program, TPS will work collaboratively with the building’s Cook Manager and  
33 Principal to serve high need programs. The parties agree that TPS may utilize personnel outside of the  
34 PSE bargaining unit to service Special Education, ECEAP, and other high need programs. The foregoing  
35 shall be accomplished on a building-by-building basis.  
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## ARTICLE VI

### HOLIDAYS AND VACATION

#### **Section 6.1. Holidays.**

There shall be a total of Thirteen (13) guaranteed paid holidays as follows:

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

#### **Section 6.1.1.**

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

#### **Section 6.1.2.**

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

#### **Section 6.2. Vacation.**

Employees with fewer than twenty (20) years of experience with the District shall receive paid vacation at the rate of one (1) hour for every eleven and one-half (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.

#### **Section 6.3. Workdays Prior to Breaks.**

On student early release days and on the last full workday prior to winter or spring break, employees may leave before the shift ends without loss of pay if the work is done. Employees will notify the Director of Nutrition Services or their Administrative Designee of their early departure from the building.

#### **Section 6.4. Attendance Incentive.**

An attendance incentive is available for employees who do not use any unscheduled leave, with the exception of jury duty, bereavement leave and military leave during the following time periods:

- From the first day of work through October 31; and
- From November 1 through December 31; and
- From January 1 through February 28; and
- From March 1 through April 30; and
- From May 1 through the last day of school.

Employees are eligible to one (1) additional day of pay for each time period when leave was not used. Eligible employees must apply for pay which shall be paid within thirty (30) days of the application date.

1 If an employee earns four (4) attendance incentives in one (1) school year, he or she will receive an  
2 additional day of pay.  
3  
4

## 6 **ARTICLE VII**

### 8 **INSURANCE AND EMPLOYEE PROTECTION**

#### 10 **Section 7.1. Staff Protection.**

11 The District shall protect employees by purchasing a standard comprehensive bodily injury and property  
12 damage public liability insurance contract in the amount of \$1,000,000 per occurrence.  
13

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

20 It is the responsibility of an employee who uses her/his personal automobile in the performance of duties  
21 to carry public liability insurance for bodily injury and property damage. The District will pay the cost of  
22 additional coverage which transporters must carry, or cover employees while on District business and  
23 reimburse employees in a timely manner.  
24

25 If the parties are unable to implement District provision of insurance coverage, Section 13.5 will be  
26 reopened for negotiation.  
27

#### 28 **Section 7.2. Insurance Benefits.**

29 Health insurance will be provided to all eligible employees through the School Employees Benefits  
30 Board (SEBB), under the Washington State Healthcare Authority. All parties agree to follow any state  
31 laws or regulations falling under the SEBB.  
32

33 If the District creates a committee or workgroup to make recommendations on healthcare options for  
34 employees, the Union will be represented on the committee or workgroup.  
35

#### 36 **Section 7.3. Long-Term Disability Insurance.**

37 Employees may, at their option, elect to participate in the District's long term disability insurance  
38 program on a payroll deduction basis at their own expense.  
39

#### 40 **Section 7.4. Money Transport.**

41 No employee will be required to transport money into or out of the work site.  
42

#### 43 **Section 7.5. Vehicle Damage.**

44 The District will reimburse an employee for slashed tire(s) and/or damage caused to a vehicle due to  
45 forced entry or attempted forced entry, as well as other malicious damage or vandalism which occurred  
46 in the course of his/her employment pursuant to the following conditions:  
47

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

3  
4 The reimbursement shall be subject to a fifty dollar (\$50.00) deductible with a \$1,000 maximum  
5 reimbursement of actual expenses for each loss.

6  
7 2. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance  
8 benefits.

9  
10 3. An employee must submit his/her claim on a form provided by the District. The claim for  
11 reimbursement must be made to the Nutrition Services Office within thirty (30) work days of the  
12 loss or damage, or the claim is waived. The total obligation for reimbursement by the District for  
13 all participating bargaining units is \$25,000 for each fiscal year.

14  
15 **Section 7.6. Safety.**

16 The District will provide a safe workplace in accordance with the laws, rules and regulations of the State  
17 of Washington and all Federal laws, rules and regulations.

18  
19 **Section 7.7. Employee Training.**

20  
21 **Section 7.7.1.**

22 Employees will be provided appropriate training with written guidelines and supervision if  
23 assigned to prepare approved food products to meet an individual student's needs.

24  
25 Employees assigned to prepare special meals will be given additional preparation time to ensure  
26 quality control as determined by the Director of Nutrition Services or Administrative Designee.

27  
28 **Section 7.7.2.**

29 Any new Support Specialist, in consultation with the lead person at the site, may request and  
30 receive assistance and training in the Point of Sale system in consultation with his/her field  
31 assistant for up to four (4) days, as needed.

32  
33  
34  
35 **ARTICLE VIII**

36  
37 **LEAVES**

38  
39 **Section 8.1. Statement Of Cause Of Absence.**

40 Employees claiming benefits of the following leave provisions shall submit to the nutrition services  
41 office a statement of cause of such absence immediately upon return to service. Forms will be provided  
42 by the District for this purpose.

43  
44 **Section 8.2. Leaves With Pay.**

45  
46 **Section 8.2.1. Sick Leave.**

47 At the beginning of each fiscal year, regular full-year employees will be credited with ten (10)  
48 days of sick leave or the appropriate proration. Sick leave may be used for absences caused by

1 illness, injury, and disabilities, including those caused or contributed to by pregnancy,  
2 miscarriage, abortion, childbirth and recovery therefrom, or illness, injuries or disabilities of  
3 family members covered by the State Family Care Act, RCW 49.12.265-295, including domestic  
4 partners of any employee as defined per Washington State Law (RCW 26.60.030) as of 2018.  
5 Any employee claiming benefits for more than five (5) consecutive days from accumulated sick  
6 leave shall submit a medical report on the sixth (6<sup>th</sup>) school day of illness and every thirty (30)  
7 days thereafter while the illness persists. In the case of documented serious or life-threatening  
8 illness, follow-up medical reports may be waived. An employee who demonstrates a sudden  
9 change in or an irregular pattern of attendance may be required to submit an initial medical report  
10 and follow-up reports.

11  
12 In addition, sick leave shall apply to emergencies for up to three (3) days per year. The District  
13 may authorize additional sick leave days for emergency use. Provided, however, at the District's  
14 discretion, additional emergency leave days may be approved on a case by case basis.

15  
16 The following conditions apply to emergencies:

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

22  
23 The unused portion of such allowance shall accumulate from year to year in accordance with  
24 current State law.

25  
26 Employees who resign from the District and are subsequently reemployed by the District shall  
27 retain the number of accumulated sick leave held at the time of resignation from the District  
28 provided that they have not been used while employed by another public agency.

29  
30 Employees who are unable to report for work at the beginning of the school year shall be paid  
31 their regular salary until all accumulated sick leave is exhausted.

### 32 **Section 8.2.2. Leave Sharing.**

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

### 36 **Section 8.3. Sick Leave Buyback.**

37 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or  
38 injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave  
39 for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation  
40 of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60)  
41 days. Leave for illness or injury for which compensation has been received shall be deducted from  
42 accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary

1 compensation: PROVIDED, that no employee may receive compensation under this section for any  
2 portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the  
3 time of separation from District employment due to retirement, eligible resignation pursuant to RCW  
4 28A.400.210, or death, an eligible employee or the employee's estate shall receive remuneration at a rate  
5 equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued  
6 leave for illness or injury.

7  
8 Annually, the Union shall conduct an election to determine whether the employees will participate in a  
9 VEBA III plan for cash-out of sick leave or retirement cash-out of vacation leave.

10  
11 **Section 8.4. Workers' Compensation (Industrial Insurance).**

- 12  
13 1. Any injuries received while at work must be reported to the nutrition service office with the full  
14 history of the case on accident report blanks, as they are covered by the State Workers'  
15 Compensation Law and are covered for the working days included in the first three (3) calendar  
16 days after the day of the accident from the employee's sick leave balance, if any. Employees  
17 receive free medical aid for injuries on the job and may be treated by the physician of the  
18 employee's choice.
- 19  
20 2. The District will automatically allocate accrued sick leave for the working days contained in the  
21 first three (3) calendar days following an injury, except that guaranteed paid holidays which fall  
22 within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of  
23 sick leave.

24  
25 For absences extending beyond three (3) calendar days, Payroll will automatically implement sick  
26 leave balancing to make total pay equal to regular pay when workers' compensation pay is added  
27 to allocated sick leave. In addition, when sick leave has been exhausted, an employee may request  
28 in writing to use vacation pay balancing. An employee may request in writing at any time that sick  
29 leave not be used in order to make total pay equal to regular pay. Sick leave and vacation leave  
30 cannot be "bought back." Once this plan has been put into effect, it cannot be changed.

31  
32 The intent is to enable the employee to draw full pay, but not more than full pay, during an absence  
33 due to injury on the job.

- 34  
35 3. While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to  
36 the employee in the same manner as if the injury had not occurred for a period of twelve (12)  
37 calendar months. The District's obligation to an employee for accrual of these fringes terminates at  
38 the end of twelve (12) calendar months.
- 39  
40 4. The District will continue to pay its share of the employee's health insurance subsidy each month  
41 provided that the employee furnishes his/her share to the business office each month by check or  
42 credit card. The District Finance Office will mail or otherwise provide employees in this category  
43 a self-pay invoice with instructions.
- 44  
45 5. At the end of one (1) calendar year from the date of the injury, the following applies:
- 46  
47 a. An employee who is not authorized to report back to work may request a leave of absence in  
48 writing pursuant to the Other Leaves section of this Agreement.

- b. The leave request is subject to Board approval at its discretion.
- c. Said employee will be paid for all unused vacation pay earned.
- d. If said employee returns to active employment status with the District, his or her remaining sick leave balance will be reinstated in accordance with District policy and state law.
- e. Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for his or her own medical insurance coverage, if desired.

**Section 8.5. Bereavement Leave.**

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

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

The Board will allow three (3) days of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece.

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

Bereavement leave is non-cumulative and is not taken from sick leave.

**Section 8.6. Family Illness Leave.**

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

- a. Spouse and parents thereof;
- b. Sons and daughters and spouses thereof;
- c. Parents and spouses thereof;
- d. Brothers and sisters and spouses thereof;
- e. Grandparents and grandchildren and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in (b) through (e) of this definition as defined by Washington State Law (RCW 26.60.030) as of 2018.

1 g. Any individual related by blood or any relative residing in the employee's household.

2  
3 The employee shall certify to the circumstances of the illness upon return to work. Such leave is  
4 noncumulative and is not to be taken from sick leave.

5  
6 **Section 8.6.1.**

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

12  
13 **Section 8.7. Extraordinary Leave.**

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

16  
17 Leave may not be used to extend a holiday, break period, or during the first or last five (5) days of the  
18 student school year.

19  
20 Leave may not be used for political purposes or en masse meetings/activities. Extraordinary Leave is  
21 not deducted from sick leave.

22  
23 **Section 8.8. Military Service: National Guard and Reserve Annual Training and Duty Leave.**

- 24
- 25 1. Any employee who is a member of the Washington National Guard or of any organized reserve or  
26 armed forces unit of the United States shall be entitled to and shall be granted military leave of  
27 absence in accordance with RCW 38.40.060.
  - 28  
29 2. Military leave shall be granted in order that the person may take part in active training duty when  
30 required to do so by the military service if such duty cannot be taken during non-work days.
  - 31  
32 3. When military leave is granted, the employee shall receive his or her regular pay from the District.
- 33

34 **Section 8.9. Jury Duty and Subpoena Leave.**

35 Leaves of absence with pay are allowed for jury duty.

36  
37 Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding,  
38 if such proceeding does not involve self-employment, other employment, or a civil action against the  
39 District.

40  
41 Leaves under this section are only for the portion of the day when attendance is required. An employee  
42 must report back to work if there will be more than one (1) hour of work remaining (at the time of  
43 arrival) unless excused by the Nutrition Services Office due to extenuating circumstances.

44  
45 Jury Duty and Subpoena Leave are not deducted from sick leave.

46  
47 **Section 8.10. Leave Without Pay.**

1 1. Parental and Adoption Leave

- 2
- 3 a. An employee should notify the Human Resources Department by the end of the fourth month
- 4 of pregnancy to assist Human Resources in planning for replacement. Parental leave shall
- 5 apply to male and female employees and begin at a time determined suitable by the employee
- 6 and the personal physician after consultation with the Human Resources Department or
- 7 designee. Insofar as possible, leave shall begin at a time which is consistent with the orderly
- 8 continuance of the program.
- 9 b. A maternity or parental leave of absence for up to one (1) year without pay may be granted by
- 10 the District to an employee for the purpose of childbearing and/or child rearing.
- 11 c. An employee who is legally adopting a child six (6) years or younger may have the privileges
- 12 of parental leave. The leave shall commence as soon as the child has been released to the care
- 13 of the adopting parent(s). An employee on parental leave for adoption may return to the first
- 14 available vacancy for which he or she is qualified.
- 15 d. Parental leave shall not extend beyond eighteen (18) months of the date on which the child was
- 16 born or adopted. Parental leave may be shared by the parents if it does not exceed the amount
- 17 available under the contract.
- 18 e. An employee returning from taking maternity/parental leave shall be assigned to the same
- 19 position or a similar open position held at the time the leave commenced, unless the position no
- 20 longer exists, in which case the employee shall be treated in accordance with the seniority and
- 21 layoff provisions of this Agreement.
- 22 f. Family Medical Leave Act (FMLA): As now or hereafter amended, the District will comply
- 23 with legislated provisions of the Family Medical Leave Act (FMLA) and grant leave to
- 24 employees who meet the federal guidelines in accordance with the statutes. Questions
- 25 regarding the specifics of qualification for leave consideration should be addressed to the
- 26 Human Resource Office.
- 27 g. WASHINGTON STATE FAMILY AND MEDICAL LEAVE: As now or hereafter amended,
- 28 the District will comply with legislated Washington Family and Medical Leave provisions.
- 29 Under the provisions of this legislation, provisions for non-paid leave exist for employees in
- 30 order to care for a new born biological child or step child or adopted child under the age of 6 or
- 31 for a child with a terminal health condition. Questions regarding the specifics of qualification
- 32 for leave consideration should be addressed to the Human Resource Office.
- 33

34 2. Political Leave

35

36 Upon request, employees may be granted political leave in accordance with the following provisions:

37

- 38 a. With three (3) weeks notice, an employee may be granted up to four (4) weeks of continuous
- 39 leave without pay for the purpose of campaigning for employee's own election. If the
- 40 employee is not elected to the political office, the employee shall return to the same position
- 41 held prior to the leave.
- 42

43 With three (3) weeks notice, one or more employees may be granted leave to serve as a PSE

44 legislative intern, provided that the total leave time use by the bargaining unit employees does

45 not exceed eighty (80) hours in any one year. The State Office of PSE will reimburse the

46 District for the employee's wage for time served during their internship.

47

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

### 3. Military Service (Active Duty) Leave

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

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

### 4. Other Leaves

- a. Leaves of absence without pay not to exceed one (1) year will be granted to an employee for the purpose of recuperation from illness or injury if recommended by the employee's personal physician.
- b. The Board may grant leave without pay not to exceed one (1) year for a specific purpose with the recommendation of the Superintendent/or designee.
- c. Leaves of absence without pay may be renewed for a second year.

### **Section 8.11. Washington Paid Family and Medical Leave (PFML).**

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

- The District shall provide information to employees about the benefits available under PFML on its website (Hub) under the Human Resources page.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount leave available.
- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employee’s eligibility and benefit.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.
- District and employees shall pay premium costs as per state law.

**ARTICLE IX**

**PROBATION, SENIORITY, TRANSFER AND LAYOFF**

**Section 9.1. Overtime, Step-Up and Kitchen Hour Assignments.**

The District will endeavor to obtain a qualified Nutrition Services employee for overtime work. As such, the District will ask employees at the school pursuant to seniority. If no one volunteers for the overtime work, the District will assign the work to the least senior qualified employee at that school.

Temporary vacancies or absences of Child Nutritionist Managers, Child Nutritionist Assistant Cook/Support Specialist, Child Nutritionist Satellite Cashier, and 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 the employee has worked.

On the forty-first (41<sup>st</sup>) consecutive work day or when a position is reasonably known to be needed for more than forty (40) consecutive work days, a stepped-up employee shall receive the District insurance benefit allocation based on the hours the employee has worked. When the employee reverts to their regularly scheduled position/hours per day their District insurance benefit will be adjusted accordingly. The stepped-up employee cannot exceed five (5) consecutive absences to maintain the benefit.

Prior to the final decision of placing additional employees or hours being added to a kitchen, the Director of Nutrition Services or Administrative 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 nutrition services employee. There shall be no kitchen seniority for helpers except for transfers and promotions.



1 An employee's seniority is established after completing six (6) months of continuous employment with  
2 the District and is effective the day of hire as a regular employee. An employee's seniority shall not be  
3 lost because of absence due to illness, authorized leaves of absence, or temporary layoff. Child  
4 Nutritionist Managers shall have the discretion to assign step ups in their respective kitchens provided  
5 such assignments shall not be capricious or arbitrary.

6  
7 The total bargaining unit seniority list will be brought up to date and posted monthly on the fifteenth  
8 (15<sup>th</sup>) of each calendar month.

9  
10 The Summer Child Nutrition Program seniority list will be brought up to date and posted on the fifteenth  
11 (15<sup>th</sup>) of each calendar month.

12  
13 The Catering Program seniority list will be brought up to date and posted on the fifteenth (15<sup>th</sup>) of each  
14 calendar month.

15  
16 The District will post a copy of each list in each kitchen and will provide a copy to the Union Chapter  
17 President and [membership@pseofwa.org](mailto:membership@pseofwa.org) at the dates listed above.

18  
19 **Section 9.2.1. Seniority Transfer.**

20 In transfer situations "transfer seniority" shall be time of service within the same job title  
21 classification of a position available for bid. Employees who change job title classifications shall  
22 lose their "transfer seniority", except in the case of an employee that is transferred to their prior  
23 job title classification within the first thirty (30) days of a promotion, in accordance with Section  
24 9.6.2. of the Agreement. Notwithstanding the immediately preceding sentence, employees that  
25 have worked ninety (90) consecutive days in a stepped-up job title classification prior to July 1,  
26 2012 shall not lose said "transfer seniority" in the stepped up classification.

27  
28 **Section 9.3. Job Posting, Transfer, Promotion and Selection of External Candidates.**

29  
30 **Job Postings:** All new positions and/or vacancies will be posted on the District's website and open for  
31 a period of a minimum (5) business days.

32  
33 Notification of new opportunities will be delivered in the following ways:

- 34  
35 a. Nutrition Services will email opening announcements to all Nutrition Services staff.  
36 b. Nutrition Services will post flyers in each kitchen throughout the district advertising  
37 openings.  
38 c. Each posting will include specific job title, specific building locations, specific open and  
39 targeted closing dates, hours and FTE.

40  
41 All vacancies shall be posted within ten (10) working days after the position has been vacated or the  
42 Union notified of why the position will not be posted. Postings not filled within ten (10) working days  
43 following the posting's closing date shall be reposted.

44  
45 The District will provide each kitchen with a current copy of the job description for each job title  
46 nutrition services classification. The job description will include the minimum qualifications for the job  
47 classification.

1 Applicants for open positions shall be administered by the Human Resources Department, with final  
2 selection by the Director of Nutrition Services or administrative designee with input from the Cook  
3 Nutritionist Manager or Satellite Cashier.

4  
5 All employees interested in transferring within like job title classification or a promotion opportunity  
6 between classifications must complete the online application process on the District website. Cashiers,  
7 satellite cashiers and cook managers must take a math placement test given by Nutrition Services.

8  
9 **Transfer between Job Title Classification:**

- 10  
11
- Employees wishing to transfer must have successfully completed their initial trial period.
  - Selection of a candidate to fill a vacant position by transfer will be by seniority within that job title classification with the most senior selected.
  - Any Child Nutritionist Elementary Cook Manager position(s) not filled as a transfer shall be considered a transfer for employees currently working as Child Nutritionists Satellite Cashiers, that have completed three (3) consecutive years in that job title classification with the most senior selected, prior to opening the position to the entire bargaining unit.
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19 **Trial Period for Transfers:** Before an employee is permanently transferred to a position, the  
20 employee must serve a trial period to determine if the employee will be successful in the new position,  
21 provided, however, that the Director of Nutrition Services or administrative designee has the discretion  
22 to return an employee back to their prior position prior to the conclusion of the trial period. An  
23 individual employee may choose to work less than a ten (10) working day trial period in a new position  
24 and return to their previous assignment. For employees that are not on a plan of improvement and  
25 have worked as a regular employee in the same job title classification for at least ninety (90) working  
26 days, the trial period will be ten (10) working days; whereas employees on a plan of improvement or  
27 those that have worked less than ninety (90) working days in the same job title classification shall be  
28 subject a mandatory thirty (30) day trial period, provided that such employees may exercise their right  
29 in the immediately preceding sentence to return to the previous assignment prior to the tenth (10th)  
30 working day in a new position. Prior to the conclusion of the trial period the Child Nutritionist  
31 Manager/Satellite Cashier may recommend to the director if the employee serving the trial period shall  
32 either return to the prior position or continue in the position. If the Director or Administrative  
33 Designee overrules the recommendation of the Nutritionist Cook Manager/Satellite Cashier he/she  
34 shall issue a written rationale statement to the Cook Manager/Satellite Cashier of the kitchen.

35

36 All vacancies not filled as a result of a transfer will be considered a promotion and will be filled  
37 according to bargaining unit seniority.

38

39 **Trial Period for Promotions:** Before an employee is permanently promoted to a position, the  
40 employee must serve a mandatory trial period of no less than thirty (30) working days to determine if  
41 the employee will be successful in the new position, provided, however, that the Director of Nutrition  
42 Services or administrative designee has the discretion to return an employee back to their prior position  
43 prior to the conclusion of the thirty (30) day trial period. After the employee has worked in the new  
44 position for no less than ten (10) working days nor more than thirty (30) working days, the Child  
45 Nutritionist Manager/Satellite Cashier may recommend to the Director if employee serving the trial  
46 period shall either return to the prior position or continue in the position. If the Director or  
47 Administrative Designee overrules the recommendation of the Nutritionist Cook Manager/Satellite  
48 Cashier, the Director shall issue a written rationale statement to the Cook Manager/Satellite Cashier of

1 the kitchen. An individual employee may choose to work less than a ten (10) day trial period in a new  
2 position and return to their previous assignment. The employee may return to their prior position after  
3 the 10th day of the trial period upon approval of the Director of Nutrition Services or Administrative  
4 Designee.

5  
6 In the event a grievance is timely filed on a job bid, the bid position will be held open until the resolution  
7 of the grievance. If the position has been filled prior to the filing of the grievance, the assignment will be  
8 considered temporary. The appropriate wages and benefits of that position will be paid until the  
9 grievance is resolved. If the grievance is not granted, the temporary incumbent shall be awarded the  
10 position with their seniority thirty (30) days from the date the temporary assignment started.

11  
12 Nutrition Services shall notify the Union President when an employee has successfully completed a trial  
13 period. Nutrition Services shall notify the Union President when an employee serving a trial period  
14 returns to their prior position.

15  
16 **Selection of External Candidates:** Any position not filled as a result of a transfer or promotion shall be  
17 filled with external applicants, including substitute employees. Substitutes will be given first  
18 consideration over other external applicants.

19  
20 Nutrition Services will notify each kitchen and the Union President of successful applicants within five  
21 (5) days of the position being filled.

22  
23 **Trial Period for Substitutes and External Candidates:** Substitutes and External Candidates must  
24 complete a mandatory trial period of no less than thirty (30) days to determine if the employee will be  
25 successful in the new position. Prior to the conclusion of the trial period, the Child Nutritionist  
26 Manager/Satellite Cashier may recommend to the Director if the employee that is serving the trial period  
27 is successful/unsuccessful and provide input concerning the employee's performance to the Director of  
28 Nutrition Services or their designee. If a substitute is unsuccessful, they will revert to their current  
29 position as a substitute. If an External Candidate is unsuccessful, they will be offered a substitute  
30 position.

31  
32 The District will provide each new employee hired into Child Nutritionist Cook Manager, Child  
33 Nutritionist Satellite/BBQ/Catering Specialist, and Child Nutritionist Assistant Cook/Nutritionist Support  
34 Specialist (Cashier) classifications up to three (3) days of training at a worksite upon mutual agreement  
35 between the District and the Union.

36  
37 **Section 9.4. Extension of Assignments.**

38 In the event time is added or restored to an employee's assignment, the new assignment will be  
39 confirmed within twenty (20) working days and the employee's salary and benefits are retroactive to the  
40 employee's first day in the new assignment.

41  
42 **Section 9.5. Displacements.**

43 The District may fill vacant positions by assigning displaced employees. An employee may become  
44 displaced either through school closure or program modification. Any employee, with seniority greater  
45 than the displaced employee, who wishes to be considered for the vacant position may submit his/her bid  
46 in writing within five (5) days of the notification of the assignment.

1 Each kitchen shall be notified by memo five (5) days in advance when any vacant position is to be filled  
2 by an assignment instead of by job posting. The Union may request the reasons for such action in  
3 writing from the Director of Nutrition Services or Administrative Designee.  
4

5 **Section 9.6. Transfer, Promotion and Layoff Seniority Tie Breaker.**

6 Ties in seniority i.e. having the same hire date (transfer seniority in cases of transfers or District  
7 seniority in cases of promotions or layoffs) will be broken by drawing names with the first name drawn  
8 being most senior and so forth until all the names are drawn. A union officer, and the employee(s) so  
9 affected will be informed in a timely manner of the date and time of the drawing of the names which  
10 will be held following the employee(s) normal work shift.  
11

12 **Section 9.7. Reduction In Hours.**

13 A reduction in thirty (30) or more minutes a day of regular hours of employment, during any eighteen  
14 (18) month period, or a reduction below four (4) hours a day, shall be addressed in the same manner as a  
15 layoff pursuant to Section 9.8. An employee may exercise this right by notifying the Nutrition Services  
16 Office in writing.  
17

18 **Section 9.8. Layoffs.**

19 When the District determines to reduce the work force, seniority shall be the determining factor. In the  
20 event of layoff, an employee with greater seniority may bump the least senior employee, holding a  
21 position or unfilled position(s) that is within fifteen (15) minutes of the position held at the time of layoff,  
22 in the same job title classification or, at the employee's option, the least senior employee in any lower job  
23 title classification. Job title classification shall mean the classifications on the Nutrition Services Salary  
24 Schedule. Ties shall be broken in accordance with Section 9.6.  
25

26 Each employee who is laid off during the school year shall be given at least two (2) weeks' notice.  
27

28 Names shall remain on the re-employment list for eighteen (18) months. The Union will be provided  
29 with a copy of the re-employment list.  
30

31 Employees on temporary layoff will be given preference for substitute work at a school/worksite over  
32 non-regular employee substitutes.  
33  
34  
35

36 **ARTICLE X**

37 **DISCIPLINE AND DISCHARGE**

38 **Section 10.1.**

39 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for just  
40 cause. A process of progressive discipline will be used. Progressive discipline includes oral warning,  
41 written reprimand or suspension (paid/unpaid), or termination as appropriate to the infraction. The  
42 employee will receive a copy of any written reprimand. The extent of any disciplinary action will be in  
43 keeping with the seriousness of the infraction.  
44  
45  
46

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

1  
2 An employee who may be subject to discipline shall be entitled to have a representative of the Union  
3 present during any meeting conducted by the District. A date and time will be mutually scheduled by the  
4 parties to conduct the disciplinary meeting.

5  
6 If a Director of Nutrition Services or Administrative Designee has reason to reprimand an employee, it  
7 shall not be done in front of other uninvolved employees, students or the public.

8  
9 If appropriate, as determined by the Director of Nutrition Services or Administrative Designee, anger  
10 management training or a dispute resolution or mediation may be required prior to the imposition of  
11 discipline.

12  
13 Prior to suspension without pay or termination, the employee shall be given advanced notice of the  
14 action, which includes a statement of the reasons for the action; and the employee or his/her designated  
15 representative shall have the right to respond to the authority imposing the discipline, either orally or in  
16 writing prior to the effective date of the discipline.

17  
18 Disciplinary probation shall not be less than sixty (60) calendar days nor more than one hundred twenty  
19 (120) calendar days in duration. The employee shall receive a written evaluation every thirty (30)  
20 calendar days.

21  
22 Should the Union present a grievance in connection with a dismissal or demotion within thirty (30) days  
23 of such dismissal or demotion to the Board, the dismissal or demotion may be reviewed under the terms  
24 of the grievance procedure starting with Level Three.

25  
26 **Section 10.1.1. Involuntary/Disciplinary Transfer.**

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

31  
32 **Section 10.2. Drug and Alcohol Testing.**

33 Drug and alcohol testing shall be in accordance with District Policy 5201, which shall be attached to  
34 the Agreement.

35  
36 **Section 10.3. Absenteeism and Tardiness.**

37 When habitual absenteeism and tardiness cause disruption to the normal operation of a work station, or  
38 the absences and tardiness represent a pattern of abuse, the following will occur:

39  
40 The Director of Nutrition Services or Administrative Designee shall notify the employee and offer  
41 support and coaching regarding the employee's attendance and tardiness. Such coaching will include  
42 referrals to appropriate support services as applicable. The employee will be reminded of the  
43 appropriate use of leave as well as start and end times of their workday.

44  
45  
46 If the pattern of absenteeism or tardiness continues, the Director of Nutrition Services or  
47 Administrative Designee will meet with the employee and the employee will have a right to Union  
48 representation at his/her request. The employee will be informed that attendance and/or timely work

1 arrival is an essential function of employment. Employees may be directed to provide medical  
2 documentation supporting the absence as applicable.

3  
4 If the pattern of absenteeism or tardiness continues, a meeting will be held with the employee, union  
5 representative, Director of Nutrition Services or Administrative Designee, and a Human Resources  
6 representative to initiate discipline in accordance with Section 10.1. of the Collective Bargaining  
7 Agreement.

8  
9 Employees who have no appropriate leave to use must seek pre-approval from the Assistant  
10 Superintendent, Human Resources for use of leave without pay. Requests will be evaluated on a case-  
11 by-case basis.

## 12 13 14 15 **ARTICLE XI**

### 16 17 **UNION MEMBERSHIP**

#### 18 19 **Section 11.1. Regular Dues Check Off.**

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

#### 27 28 **Section 11.2. Authorizations and Revocations.**

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

34  
35 Upon receiving notice of the employee's authorization from Public School Employees of Washington  
36 (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts  
37 to Public School Employees of Washington (PSE).

38  
39 The employee's authorization remains in effect until expressly revoked by the employee in accordance  
40 with the terms and conditions of the authorization. An employee's request to revoke authorization for  
41 payroll deductions must be in writing and submitted by the employee to Public School Employees of  
42 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will  
43 not be accepted by the employer if the authorization is not obtained by the employee to Public School  
44 Employees of Washington (PSE). After the employer receives confirmation from the exclusive  
45 bargaining representative that the employee has revoked authorization for deductions, the employer  
46 shall end the deduction effective on the first payroll after receipt of the confirmation. The employer  
47 shall rely on information provided by the exclusive bargaining representative regarding the  
48 authorization and revocation of deductions.

1 **Section 11.3. Member Lists.**

2 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to the Union  
3 President, the Field Representative, the Membership Engagement Specialist, and  
4 [membership@pseofwa.org](mailto:membership@pseofwa.org) by the 15th of the month.

5  
6 Included will be those who are hired, rehired, reinstated, transferred into or out of the bargaining unit,  
7 reclassified, promoted, downgraded, placed on leaves of absence of any type (including retirement), and  
8 those added or deleted from the bargaining unit.

9  
10 All should contain each bargaining unit employee's: name; employee number; classification; job title;  
11 work location; personal phone number; address; work and personal e-mail address; hourly rate of pay;  
12 hours worked; FTE, gross pay; union dues paid.

13  
14 **Section 11.4. Local Dues.**

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

17  
18 **Section 11.5.**

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

24  
25 **Section 11.6. Hold Harmless.**

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

30  
31 **Section 11.7. New Employee Presentation.**

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

38  
39 **Section 11.8. Association Membership.**

40 Each employee subject to this agreement, who, on the effective date of this agreement, is a member of  
41 the Association in good standing shall, maintain membership in the Association in good standing unless  
42 membership is revoked through contact with the Association in writing.

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**ARTICLE XII**

**GRIEVANCE PROCEDURE**

**Section 12.1. Grievance Procedure.**

A grievance is a claim by an employee or the Union that there has been a violation, misinterpretation or 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 mean “Tacoma School District business days”.

**Section 12.2. LEVEL I – Verbal Step – Director of Nutrition Services or Administrative:**

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

**Section 12.3. LEVEL II Written Step – Director of Nutrition Services or Administrative:**

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

The grievance must contain the following information:

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

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

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

**Section 12.4. LEVEL III Written Step Chief Operations Officer, General Support Services.**

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

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

3  
4 If the aggrieved employee is not satisfied with the disposition of the grievance at Level III or if no  
5 decision has been rendered within five (5) Tacoma School District business days after the meeting with  
6 the Chief Operations Officer, General Support Services, the employee may file a Level IV grievance.

7  
8 **Section 12.5. LEVEL IV – Written Step Superintendent or Designee.**

9 If the aggrieved employee is not satisfied with the disposition of the grievance at Level III, the grievant  
10 may, within five (5) Tacoma School District business days after the receipt of the decision is received,  
11 submit the grievance to the Superintendent, or designee with a copy to the Director of Nutrition Services  
12 or Administrative Designee.

13  
14 Within ten (10) Tacoma School District business days after receiving the written grievance, the  
15 Superintendent, or designee shall schedule a meeting at a mutually agreeable date/time/place with the  
16 aggrieved employee(s) and their PSE/SEIU local chapter and/or PSE/SEIU field Representative. Within  
17 five (5) Tacoma School District business days after the meeting of the parties is held, the Assistant  
18 Superintendent of Human Resources or designee shall render a written decision and present it to the  
19 grievant(s).

20  
21 If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Level IV, or if no  
22 decision has been rendered within ten (10) bargaining unit work days after the meeting with the  
23 Superintendent or designee and the employee(s) and their PSE/SEIU representative, the employee may  
24 request PSE/SEIU file a Level V grievance step/Arbitration.

25  
26 **Section 12.6. LEVEL V: Arbitration – Written Step.**

27  
28 **Section 12.6.1.**

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

31  
32 **Section 12.6.2.**

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

36  
37 **Section 12.6.3.**

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

41  
42 **Section 12.6.4.**

43 The arbitrator's findings shall be submitted in writing as soon as possible to the District and to the  
44 Union and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

45 The arbitrator's decision shall be consistent with existing statutes and shall be binding on both  
46 parties. The arbitrator shall confer promptly with the representatives of the District and the  
47 Union, review the record of prior meetings and hold such further hearings as deemed necessary.  
48

1  
2 **Section 12.6.5.**

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

5  
6 **Section 12.6.6.**

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

10  
11 **Section 12.7. Supplemental Conditions.**

12  
13 **Section 12.7.1.**

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

17  
18 **Section 12.7.2.**

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

21  
22 **Section 12.7.3.**

23 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.**

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

29  
30 **Section 12.7.5.**

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

34  
35 **Section 12.7.6.**

36 A grievance may be lodged by the Union.

37  
38 **Section 12.7.7.**

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



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**ARTICLE XIII**

**SALARIES, WAGES AND EMPLOYEE COMPENSATION**

**Section 13.1. Wage Schedule.**

The Nutrition Services basic wage schedule is as shown on Schedule A of this Agreement, attached hereto and made a part hereof.

**2022 - 2023 Year**

Wage Percent Across the Board Increase

- Five and one half percent (5.5%) Implicit Price Deflator (IPD) plus ten percent (10%) = fifteen and one half percent (15.5%), retroactive to September 1, 2022.

**2023 – 2024 Year**

Wage Percent Across the Board Increase

- Two percent (2.0%) plus Implicit Price Deflator (IPD).

Salary Schedule

- Add a step that is seventy cents (\$0.70) greater than the previous step for Child Nutritionist Support Specialist (Assistant Cook and Cashier) and Child Nutritionist Satellite/BBQ/Catering Specialist, and Child Nutritionist Helper.
- Add a Step to each Cook Manager position that is seven and one half percent (7.5%) greater than the previous step.

**2024 - 2025 Year**

Wage Percent Across the Board Increase

- Three percent (3.0%) plus Implicit Price Deflator (IPD).

**2025 - 2026 Year**

Wage Percentage Across the Board Increase

- Two percent (2.0%) plus Implicit Price Deflator (IPD).

SNA Certification – Level 1:

- Sixty cents (\$0.60) per hour

SNA Certification – Level 2:

- One dollar and twenty cents (\$1.20) per hour

Longevity:

Employees starting their fifteenth (15th) year of service shall receive an additional sixty cents (\$0.60) per hour.

Employees starting their twentieth (20th) year of service shall receive an additional twenty cents (\$0.20) for a total of eighty cents (\$0.80) per hour.

1 Employees starting their twenty-fifth (25th) year of service shall receive an additional twenty cents  
2 (\$0.20) for a total of one dollar (\$1.00) per hour.

3  
4 Employees starting their thirtieth (30th) year of service shall receive an additional twenty cents (\$0.20)  
5 for a total of one dollar and twenty cents (\$1.20) per hour.

6  
7 Child Nutritionist Cook Manager who prepares food for additional kitchens (satellites) will receive  
8 twenty cents (\$0.20) per satellite per hour.

9  
10 Employees shall have their pay warrants deposited by automatic payroll deposit to an institution(s) of  
11 their choice.

12  
13 Substitutes shall be paid at 95% of Step 1 of the Nutritionist Helper Rate.

14  
15 Tacoma School District Nutrition Services retirees who work for the District in the capacity as a Food  
16 Service Substitute will be compensated at the Child Nutritionist Satellite Cashier Step 1 wage rate shown  
17 on Schedule A.

18  
19 **Section 13.1.1.**

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

26  
27 Competitive food sales shall not be permitted to operate at any school site thirty minutes before  
28 and after breakfast and lunch periods, and during breakfast and lunch periods. Any food sales by  
29 another group other than Nutrition Services of an occasional nature must have the prior approval  
30 of the principal, lead child nutrition employee and the Nutrition Services Department.

31  
32 Vending machines that sell water, milk and juice to students may remain on at school sites  
33 throughout the school day. Vending machines that sell soda pop shall be turned off during the  
34 school day.

35  
36 **Section 13.1.2.**

37 The District and the Union shall establish a Competitive Sales Task Force to address the  
38 relationship between District programs and curricula and competitive sales. The Task Force shall  
39 have up to four (4) District and four (4) Union representatives. Meetings shall be held at least  
40 once per semester, or more frequently if needed, and will be scheduled during the Union's  
41 representatives' work day. Time for the meetings may be deducted from the union release hours  
42 provided in Section 3.3 and 3.4 of the Agreement. The work of the Task Force will be  
43 coordinated with other District activities related to student nutrition, career and technical  
44 education curriculum, and the associated student body programs. The Task Force may  
45 recommend additions or deletions of food products from District programs. Members of the  
46 Task Force are not permitted to alter the Agreement. In the event the Union is unsatisfied with  
47 the District's response to Task Force recommendations, the Union may call for reopening of  
48 negotiations on this section.



1 **Section 13.2. Service Increment.**

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

5  
6 **Section 13.3. Meeting Pay.**

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

9  
10 **Section 13.4. Promotion Salary Placements.**

11 An employee who is promoted or who is assigned temporary work in a classification that pays higher  
12 than the employee's regular classification shall be placed on the step in the higher classification which  
13 results in a salary increase of at least one dollar (\$1.00) an hour.

14  
15 **Section 13.5. Stop Pay.**

16 Employees shall receive \$4.75 for one (1) stop, and \$5.25 for two (2), and \$5.75 for three (3) stops each  
17 day in addition to travel allowance for the use of a privately owned vehicle when transporting food to  
18 another school. Effective September 1, 2015, the rates in the immediately preceding sentence shall  
19 increase by twenty-five cents (0.25). In the event an employee has additional stops they will be paid at  
20 an additional .50 per stop. Travel shall be paid at the minimum for one (1) mile at the per mile rate  
21 approved by the District, but no less than the rate established by the Internal Revenue Service for official  
22 business travel in a private vehicle. An annual reimbursement not to exceed one hundred twenty-five  
23 dollars (\$125.00) at a commercial vendor chosen by the employee will be made to the employee for the  
24 cost of detailing and sanitizing the employee's vehicle used while transporting District food products.  
25 In lieu of detailing/sanitizing the employee may utilized the annual reimbursement of one hundred  
26 twenty-five dollars (\$125.00) to be reimbursed for the cost of a floor liner or mat for the employee's  
27 vehicle used for transporting District food products.

28  
29 **Section 13.6. Travel Allowance.**

- 30  
31 1. Employees approved by the Superintendent or designee to use their private vehicle to travel on  
32 school business shall be compensated at the actual IRS rate.  
33 2. Travel from home to work and from work or last place of call to home is not reimbursable except  
34 when approved by the Superintendent or designee.

35  
36 **Section 13.7. Payroll Deductions.**

37 The District will deduct semi-monthly authorized union dues, medical and employee directed voluntary  
38 deductions from the employee's paycheck.

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

42  
43 **Section 13.8. Preparation Day.**

44 There shall be at least one scheduled work day for preparation prior to the start of the student school  
45 year.



1 **Section 13.9. Training/Mentor Premium.**

2 Bargaining unit members that provide training and/or mentoring services (at the discretion of the  
3 Director of Nutrition Services or administrator designee) to any bargaining unit member shall receive a  
4 ninety cent (\$0.90) per hour premium for all such hours.  
5  
6  
7

8 **ARTICLE XIV**

9 **TRAINING**

10  
11 **Section 14.1. Training and Professional Growth.**

12 The District may require up to twenty (20) hours annual WSNA/SNA conferences, workshops, classes,  
13 and in-service training for employees. Employees may receive part of their twenty (20) in-service hours  
14 to attend the WSNA/SNA classes/conferences.  
15  
16

17 The District will pay actual costs for membership and certification in the School Nutrition Association  
18 (SNA) and Washington School Nutrition Association (WSNA), which would include the conference,  
19 registration fee, and workshop fees, if applicable, at the discretion/approval of the Director of Nutrition  
20 and Food Services or administrator designee.  
21

22 If the District implements student school-year data/waiver days during the term of this Agreement, the  
23 District will establish a data/ waiver-day mitigation pool of \$35,000 per fiscal year for training.  
24 Employees may access the pool after they have utilized their twenty (20) in-service hours for the year.  
25 Employees will access the pool on a first-come, first-paid basis until the pool is exhausted.  
26

27 \$35k Portion: PSE appointed committee will formulate a list of joint union and District approved classes  
28 with time limits for retaking classes. Approved classes include authorized Safe Schools classes and other  
29 classes approved by the Director of Nutrition Services. All members may utilize the \$35k professional  
30 development pool up to the number of hours that equals the equivalent of one regularly scheduled  
31 workday to the extent that funding is available. For example, a Cook Manager scheduled to work 7  
32 hours per day, will be permitted to use 7 hours of the professional development pool. If all the \$35k  
33 professional development pool isn't utilized by May 1<sup>st</sup> the individual employee limit will be extended  
34 for an additional workday to the extent that funding is available (for a total of 2 days). If all the \$35k  
35 pool isn't utilized by July 1<sup>st</sup> the \$35k pool shall be made available without limit to the extent that  
36 funding is available.  
37

38 Employees who participate will be paid their regular hourly rate of pay. Members of the bargaining unit  
39 who are the presenter of a training session as provided on the agenda will receive the classified instructor  
40 rate of pay as paid by the office of Classified Professional Development for each year of the Agreement.  
41 Members of the bargaining unit who assist the presenter shall receive their regular wage. The District  
42 will provide and require a training program for new employees of at least two (2) hours per school year.  
43 Employees who earn WSNA certification or recertification are eligible for a Level 1, or Level 2 per hour  
44 wage increase effective from the beginning of the first pay period after the District receives notification  
45 of their certification from WSNA.  
46

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



1 Training Program: Three (3) employees selected by the Union shall serve as an in-service Advisory  
2 Committee to assist the Director 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  
4 obtain and maintain WSNA/SNA certification. For purposes of developing and implementing a training  
5 program for Child Nutrition employees, \$25,000 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 Union with an accounting of the monies spent  
8 and the ending balance no later than August 1<sup>st</sup> of each school year.

9  
10 \$25k Portion: The \$25, 000 allocation shall be dedicated to fund SNA registration fees and payment of  
11 hours attending SNA related training. If the \$25k fund is not fully utilized for registration and SNA  
12 related training any remaining funding shall be available for SNA related travel costs.

13  
14 All requests for reimbursement and payment of training hours for the current fiscal year (September 1st  
15 through August 22nd) shall be submitted on or before August 22nd each year. Any training hours  
16 completed between August 23rd and August 31st shall be submitted for payment during the next fiscal  
17 year.

18  
19 **Section 14.2. Ongoing Training.**

20 The District will, through an ongoing training program, provide at least three (3) Child Nutritionist  
21 Assistant Cook/Support Specialist, three (3) Child Nutritionist Managers, and three (3) Child Nutritionist  
22 Satellite Cashier and Nutritionist Cashier Helper the opportunity to be in training at all times. Employees  
23 who participate in training classes will be compensated at their regular rate of pay. District training  
24 classes will not conflict with SNA training classes, dates or times which are taken to obtain SNA  
25 certification when possible.

26  
27 Prior to a substitute's first work assignment, they will be given a tour of a District school cafeteria.

28  
29  
30  
31 **ARTICLE XV**

32 **FURTHER PROVISIONS**

33  
34  
35 **Section 15.1. Agreement Clause.**

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

39  
40 **Section 15.2. Savings Clause.**

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

45  
46 If the District would be in violation of State law or would incur any penalty or decrease in State support  
47 as a result of the compensation and benefits provided herein, the excess compensation and/or benefits

1 provided shall be reduced to the maximum amount legally allowable without the District incurring any  
2 penalty or reduction in support.

3  
4 **Section 15.3. Copies of Agreement Clause.**

5 Copies of this Agreement shall be printed by the Union. The District will reimburse the Union for fifty  
6 percent (50%) of the printing costs. A copy of this Agreement will be provided the Union and to each  
7 employee covered by this Agreement.

8  
9 **Section 15.4. Amendments Clause.**

10 This Agreement may be reopened for amendment only by the mutual consent of the Board and the  
11 Union.

12  
13 **Section 15.5. Duration Clause.**

14 This Agreement and each of its provisions is binding and in effect from September 1, 2022 until  
15 August 31, 2026, except as otherwise provided in the Agreement; provided, however, that in the event  
16 that there is a significant loss of revenue to the District resulting from a levy failure and/or legislative  
17 action, the parties may each reopen applicable sections of the Agreement within thirty (30) days of such  
18 action.

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

20  
21  
22  
23 **SIGNATURE PAGE**

24  
25  
26 This Agreement is made and entered into by and between Tacoma School District #10 and the Public  
27 School Employees of Tacoma Nutrition Services Chapter.

28  
29  
30 PUBLIC SCHOOL EMPLOYEES  
31 OF WASHINGTON / SEIU Local 1948

32  
33 TACOMA NUTRITION SERVICES CHAPTER

TACOMA SCHOOL DISTRICT NO. 10

34  
35  
36 BY: \_\_\_\_\_ /signed by/  
37 Regina Coleman  
38 Chapter President

BY: \_\_\_\_\_ /signed by/  
Elizabeth Bonbright  
President, Board of Directors

39  
40 DATE: \_\_\_\_\_ February 25, 2023

DATE: \_\_\_\_\_ March 9, 2023

41  
42  
43 BY: \_\_\_\_\_ /signed by/  
44 Josh Garcia  
45 Superintendent

46  
47 DATE: \_\_\_\_\_ March 9, 2023



SCHEDULE A  
TACOMA CHILD NUTRITION  
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2022 – AUGUST 31, 2023

**2022-2023 CHILD NUTRITION SALARY SCHEDULE**

EFFECTIVE September 1, 2022

Hourly Rates

Steps

CLASSIFICATION	01	02	03	04	05	06	07	08	09	10
<b>Helper</b>		\$ 17.93	\$ 18.76	\$ 19.61	\$ 20.46					
<b>Support Specialist</b>		\$ 19.42	\$ 20.24	\$ 21.03	\$ 21.89	\$ 22.74	\$ 23.59			
<b>Catering Specialist Helper</b>		\$ 19.42	\$ 20.24	\$ 21.03	\$ 21.89	\$ 22.74	\$ 23.59			
<b>BBQ Specialist Helper</b>		\$ 19.42	\$ 20.24	\$ 21.03	\$ 21.89	\$ 22.74	\$ 23.59			
<b>Satellite Cashier</b>		\$ 19.42	\$ 20.24	\$ 21.03	\$ 21.89	\$ 22.74	\$ 23.59			
<b>Assistant Cook</b>		\$ 19.42	\$ 20.24	\$ 21.03	\$ 21.89	\$ 22.74	\$ 23.59			
<b>Cook Manager, Elementary</b>		\$ 20.94	\$ 21.76	\$ 22.90	\$ 24.19	\$ 25.86	\$ 27.92	\$ 30.13	\$ 32.50	
<b>Cook Manager, Secondary</b>		\$ 22.27	\$ 23.09	\$ 24.09	\$ 25.18	\$ 27.00	\$ 28.96	\$ 31.03	\$ 33.39	\$ 35.86
<b>Substitutes</b>	\$ 17.33									
<b>**Retiree Substitutes</b>		\$ 19.42								

**Employees who maintain WSNA certification will receive an additional \$0.60 per hour if Level 1 and \$1.20 per hour if Level 2.**

**Employees starting their 15th year of service shall receive an additional \$0.60 per hour.**

**Employees starting their 20th year of service shall receive an additional \$0.20 for a total of \$0.80 per hour.**

**Employees starting their 25th year of service shall receive an additional \$0.20 for a total of \$1.00 per hour.**

**Employees starting their 30th year of service shall receive an additional \$0.20 for a total of \$1.20 per hour.**

**\*\*Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier at Step 02.**



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**APPENDIX A**

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON  
TACOMA SCHOOL DISTRICT NUTRITION SERVICES  
STANDARD OF DRESS**

<b>Items of Clothing</b>	<b>Standard</b>
Pants	White or solid color pants, slacks, or capri pants made of heavy material or denim. The following pant types are <u>not permitted</u> : blue-jeans, sweats or pants made of material(s) that are see-through.
Skirts	White, solid or printed color skirts, dresses and jumpers.
Shoes	White or black duty shoes, athletic shoes, clogs with ½ inch back and non-skid sole. Socks <u>must</u> be worn. Sling-backs and open-toed shoes are <u>not permitted</u> .
Shirts	Shirts or tops may be solid-color or printed, made of heavy material that is not see-through. Shirts and tops must cover torso. Strapless tops or tank tops are <u>not permitted</u> .
Aprons	Child nutrition, printed or solid.
Rain Gear	Raincoat, pants, hat and/or poncho.



Tacoma Public Schools  
Nutrition 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"/>
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**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"/>
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**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

## **DRUG-FREE SCHOOLS, COMMUNITY AND WORKPLACE**

The Board has an obligation to staff, students and citizens to take reasonable steps to ensure safety in the workplace and to provide safety and high quality performance for the students whom the staff serves. "Workplace" is defined to mean the site for the performance of District work. That includes any District building or any District premises; any District-owned vehicle or any other District-approved vehicle used to transport students to and from school or school activities; off-school property during any school or District-sponsored or school or District-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the District.

For these purposes, the Board declares that the following behaviors for all staff, students, vendors, volunteers and visitors are prohibited:

- A. Reporting to work under the influence of alcohol, illegal and/or controlled substances, including marijuana (cannabis);
- B. Using, possessing, or transmitting illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids, in any amount or in any manner on District property or at a District worksite at any time or when involved in a school District activity on or off school District property;
- C. Using, possessing, or transmitting alcohol on District property or at a District worksite at any time or when involved in a District activity on or off District property, except that possessing an unopened container of alcohol in a locked motor vehicle is not prohibited;
- D. Using District property or the person's position within the District to make or traffic alcohol or controlled substances;
- E. Furnishing alcohol, illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids to minors, including but not limited to District student or students;
- F. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis), in a manner that is illegal and/or detrimental to the interest of the District.

Any staff member who is taking a drug or medication whether or not prescribed by the staff member's physician, which may adversely affect that staff member's ability to perform work in a safe or productive manner is required to report such use of medication to his or her supervisor. This includes drugs/medications that are known or advertised as possibly affecting judgment, coordination, or any of the senses, including those drugs/medications that may cause drowsiness or dizziness. The supervisor in conjunction with the Human Resources Department then will

determine whether the staff member can remain at work and whether any work restrictions will be necessary.

Any staff member convicted of a crime attributable to the use, possession, or sale of an illegal and/or controlled substance, including marijuana (cannabis), will be subject to disciplinary action, including immediate termination. Any staff member convicted of a crime attributable to the use, possession or sale of alcohol that impacts their ability to perform the essential functions of their job or to be at work will be subject to disciplinary action, including immediate termination.

Each employee shall be notified of this District policy in new employee materials. Any staff member who violates any aspect of this policy may be subject to disciplinary action, which may include immediate discharge. The District may notify law enforcement agencies regarding a staff member's violation of this policy at the District's discretion or take other actions as the District deems appropriate.

As required in the Drug-Free Workplace Act, each employee, as a condition of employment, shall notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after such conviction. The District shall inform the federal government within ten days of such conviction, regardless of the source of the information.

The District's confidential Employee Assistance Program is available to assist employees with substance abuse issues. The District recognizes that alcoholism and substance abuse are treatable medical conditions and that the use of controlled substances may lead to chemical dependency and may affect an employee's job performance. Therefore, the District offers assessment and referral services through its Employee Assistance Program to employees and their immediate family members seeking confidential assistance. The availability and/or use of these services do not waive the employee's responsibility to comply with Board policies and/or meet expected standards of work performance.

Cross References: Board Policy 5010 Employee Conduct Rules

Legal Reference: 41 USC 701-707 Drug Free Workplace Act of Subtitle D 1988 and as amended in 1989  
20 USC 7101-7118 Safe and Drug-Free Schools and Communities Act  
21 USC 812 Controlled Substance Act  
21 CFR 1300.11-1300.15  
RCW 69.50.435 Violations committed on school bus or in or near school grounds or school bus route stop  
Management Resources: *Policy News*, February 2013; December 2011; February 1999

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