

COLLECTIVE BARGAINING AGREEMENT BETWEEN

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

AND

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

SEPTEMBER 1, 2018 - AUGUST 31, 2022



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P R E A M B L E

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

The parties hereto agree as follows:

A R T I C L E I

D E F I N I T I O N S A N D R E C O G N I T I O N

Section 1.1. Definitions.

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

Section 1.2. Recognition And Unit Designation.

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

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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, add
9 to, or subtract from the Collective Bargaining Agreement unless both parties agree. Amendments to the
10 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, Treasurer,
18 and Sound Partnership Liaison) and Union appointed officials, and in the case of grievance hearings or
19 negotiations, those employee members who are material to the grievance or part of the negotiating
20 committee. Requests for such leave shall be made to the Nutrition Services Directorin advance of the
21 leave. The purpose of the leave will be clearly stated. The leave shall not be granted if the purpose of the
22 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.
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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.**

12 The District will provide notice to the Union President and designees of the name and address of all new
13 hires (substitutes and regular employees) as well as the assigned work site for regular employees on a
14 regular basis.

15

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17 **ARTICLE IV**

18 **RIGHTS OF EMPLOYEES**

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22 **Section 4.1. Equitable Treatment.**

23

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

29

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

34

35 **Section 4.2. Evaluation.**

36 Each employee will be evaluated by June 15 annually, except as otherwise provided below.

37

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

42

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

45

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

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

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

16 Employees who otherwise are not required to be evaluated may request to be evaluated if submitted in
17 writing to their supervisor on or before November 15 annually.
18

19 **Section 4.3. Personnel Files.**

20 The District's Human Resources Department shall maintain the official personnel file for each employee.

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

31 **Section 4.4. Requests for Disclosure.**

32 Public records requests for documents containing sensitive personal information about specific employees
33 shall be handled in accordance with applicable state laws and district policies and procedures. The District
34 will attempt to determine if the employee has consented to the request, and if not, the District will make a
35 reasonable attempt to provide the employee five (5) business days' notice prior to disclosing documents
36 that the District concludes are subject to disclosure. The district will notify PSE in advance of disclosure
37 of any public records, pursuant to a public records request, that include lists of employees, employee
38 contact information, employee schedules, employee affiliations, personnel evaluations, or employee
39 financial information. This section does not waive the District's immunity under RCW 42.56.060 and
40 does not create a personal contractual claim for wrongful disclosure for 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 the written form entitled “Intent to Work Summer
3 Child Nutrition Program” no later than April 15th each year to all child nutrition employees covered by
4 this 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 1st 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.

11
12 Employees electing not to work or those not on an approved contractual leave authorized by Director of
13 Nutrition Services or Administrative Designee or the District will lose their summer seniority date.

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

17
18 Employees who have never worked the SCNP will have their summer program seniority date established
19 on their actual first day of work in the SCNP. Substitutes who are not regular employees during the
20 school year working the SCNP will not establish seniority whether summer or otherwise (hereinafter
21 referred to as “Non-Regular Employee Summer Subs). Regular employees working during the school
22 year subbing the SCNP shall be hereinafter referred to as “Regular Employee Summer Subs”. Ties in
23 SCNP seniority shall be ranked relative to district-wide seniority (Section 9.6.3.). SCNP seniority does
24 not apply to the regular school year. The District will provide the SCNP work seniority list to the Union
25 each year prior to the beginning of the SCNP.

26
27 New hires in the positions of Assistant Cook/Support Specialist and Secondary Cook Manager for the
28 SCNP shall serve a thirty (30) day bid trial. After the employee has worked in the new position for no
29 less than five (5) working days during the bid trial, the Director of Nutrition Services or Administrative
30 Designee or the employee may decide if the employee should revert to his/her prior SCNP position, if
31 applicable. The Assistant Cook/Support Specialist for the SCNP shall be paid on the Assistant
32 Cook/Support Specialist rate on Schedule A. The Cook Manager for the SCNP shall be paid at the
33 Secondary Cook Manager rate on Schedule A. All other positions shall be paid at the Helper rate on
34 Schedule A.

35
36 All job assignments for the SCNP shall be according to ability and SCNP seniority. Modifications in
37 assignments due to program change will be based on ability and SCNP seniority. The District will
38 provide the Union with the rationale for bypassing the seniority of any bargaining unit member for the
39 SCNP. Where ability is equal, SCNP seniority earned in the SNCP shall be the deciding factor. Those
40 employees requesting but not hired for the SCNP shall be used as substitutes on the basis of district-wide
41 seniority. Work shall be assigned and paid on the basis of regular job descriptions.

42
43 Employees that work thirty (30) or more hours, but less than sixty (60) hours during the Summer Child
44 Nutrition Program (June, July and August) shall receive one (1) additional day of sick leave based on the
45 employee’s regular school year daily hours. Effective June 1, 2017, employees that work sixty (60) or
46 more hours during the Summer Child Nutrition Program (June, July and August) shall receive two (2)
47 additional days of sick leave based on the employee’s regular school year daily hours.

1 The sick leave earned will be added to the employee's accumulated sick leave balance. During the
2 SCNP, regular employees shall have access to all leave provisions, with the exception of extraordinary
3 leave. Use of leave during the SCNP shall be based on the scheduled hours for the day of the leave.
4

5 Employees qualifying for WSNA (Washington School Nutrition Association) certification wage
6 recognition salary during the school year shall continue to receive same during the SCNP as well as Step-
7 Up Pay (Section 13.4.) and Stop-Pay (Section 13.5.).
8

9 **Section 5.6. Uniform Stipend.**

10 During each year of the Agreement, the District shall pay a uniform stipend of three hundred dollars
11 (\$300.00), the first payroll period of the fiscal year, to all regular nutrition service employees covered by
12 this Agreement. The purpose of the stipend is to provide each employee with financial support to comply
13 with the Standard of Dress expectations specified in Section 5.6.1 of this Agreement and Appendix A
14 Standard of Dress. Employees shall receive the full Uniform Stipend without any requirement to
15 maintain receipts to submit for reimbursement. Employees understand that the Uniform Stipend will be
16 paid via payroll and thus applicable payroll taxes will apply. For purposes of the 2019-20 school year and
17 thereafter, payment of the Uniform Stipend shall be prior to October 1st each year. Employees beginning
18 regular employment status after the first day of school will be paid their Uniform Stipend within six (6)
19 weeks of the date of approval of regular employee status.
20

21 **Section 5.6.1. Standard of Dress.**

22 The following standard of dress shall apply to all regular nutrition service employees covered
23 by this Agreement.
24

- 25 1. **Pants:** White or solid color pants, slacks, or capri pants made of heavy material or
26 denim. The following pant types are not permitted: blue-jeans, sweats or pants made of
27 material(s) that are see-through.
- 28 2. **Skirts:** White, solid or printed color skirts, dresses and jumpers.
- 29 3. **Shorts:** Shorts must be below the knee. Athletic shorts are not permitted.
- 30 4. **Shoes:** White or black duty shoes, athletic shoes, clogs with ½ inch back and non-skid
31 sole. Socks must be worn. Sling-backs and open-toed shoes are not permitted.
- 32 5. **Shirts:** Shirts or tops may be solid-color or printed, made of heavy material that is not
33 see-through. Shirts and tops must cover torso. Strapless tops or tank tops are not
34 permitted.
- 35 6. **Aprons:** Child nutrition, printed or solid.
- 36 7. **Rain Gear:** Rain coat, pants, hat and/or poncho.
- 37 8. Exceptions may be authorized for casual school event days.
38

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

40 All hours worked beyond eight (8) hours per day or forty (40) hours per week will be compensated at the
41 rate of one and one-half (1-1/2) times the employee's regular rate of pay.
42

43 Hours worked on Sunday beyond eight (8) hours per day or forty (40) hours per week will be
44 compensated at double time (2) at the employee's regular rate of pay.
45

46 Overtime/Compensatory (Comp) time must be pre-approved by the employee's Director of Nutrition
47 Services or Administrative Designee. Compensatory (comp) time in lieu of overtime must be chosen by
48

1 the employee, and must be pre-approved by the employee's Director of Nutrition Services or
2 Administrative Designee.

3
4 If an employee elects to take compensatory (comp) time in lieu of overtime, he/she shall receive straight
5 time for all hours worked under eight hours per day (Monday through Friday), and time and one-half
6 (1 ½) times their regular rate of pay for all time worked over eight (8) hours per day, or forty (40) hours
7 per week.

8
9 Overtime/Compensatory (Comp) Time Accumulation: No employee will be permitted to accumulate
10 more than one hundred (100) hours of compensatory (comp) time. Compensatory (comp) time earned
11 will not be lost. Any overtime required of an employee with one hundred (100) hours of accumulated
12 compensatory (comp) time will be paid at the appropriate rate of pay in accordance with the regular
13 payroll cycle. Every year compensatory (comp) leave balances as of August 31st will be paid off in
14 September at the rate earned during the preceding year. If a compensatory (comp) time balance is not
15 paid by the District or used by the employee before termination of employment, it will be paid as part of
16 the employee's final pay warrant.

17
18 Cross Reference: Holiday, Article VI, Section 6.1.1.

19
20 **Section 5.7.1.**

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

22
23 **Section 5.7.2.**

24 A "callback" is being requested to return to work after having been off duty for at least thirty (30)
25 minutes. All callbacks will be paid at the rate of one and one-half (1½) times the employee's
26 regular rate of pay, and will be a minimum of two (2) hours. If an employee is offered an
27 opportunity to work an extended shift, with either no off-duty break, or a break of less than thirty
28 (30) minutes, the pay rate is the employee's regular rate of pay, unless the total work day exceeds
29 eight (8) hours when Section 5.6, Overtime, becomes applicable.

30
31 **Section 5.8 Holiday Benefits.**

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

35
36 **Section 5.9. Comp Time.**

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

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43 **Section 5.10.**

44 Child Nutrition Service employees will enforce applicable rules and regulations and will seek the building
45 staff members and/or emergency responders consistent with building procedures.

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ARTICLE VI

HOLIDAYS AND VACATION

Section 6.1. Holidays.

There shall be a total of twelve (12) guaranteed paid holidays as follows:

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

Section 6.1.1.

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

Section 6.1.2.

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. Work Days Prior to Breaks.

On student early release days and on the last full work day 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 their field supervisor 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. If an employee earns four (4) attendance incentives in one (1) school year, he or she will receive an additional day of pay.

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ARTICLE VII

INSURANCE AND EMPLOYEE PROTECTION

Section 7.1. Staff Protection.

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

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

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

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

Section 7.2. Insurance Benefits.

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

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

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

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

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

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

4 4. Eligibility.
5 An employee is eligible for insurance benefits if the employee's regular working assignment is for
6 at least half time.
7

8 Eligible employees shall receive insurance benefits on a prorated full-time-equivalent basis
9 (1,440 hours classified) in the same amount as BEA classified employees.
10

11 In the event of a qualified change in family or employment status, an employee will be allowed
12 thirty (30) days in which to enroll in the health insurance plan.
13

14 5. The insurance benefit contributions and provisions contained in this Section shall remain in full force
15 and effect from the date of ratification by the parties and may be reopened for negotiations only in the
16 following events:
17

- 18 a. Legislation is passed which requires fringe benefit coverage from another source;
- 19
- 20 b. Any provision of this Section does not comply with the law;
- 21
- 22 c. Nutrition Services employees opt as a Union to participate in another benefits plan. In the event
23 that the Union opts to participate in another plan, the District shall receive a minimum of
24 sixty (60) days' notice.
- 25
- 26 d. Notice by the Union prior to the next plan year of intent to change the benefit allocation method in
27 (C) above to a system of prorated benefits, provided, however, exercise of such option will not
28 result in additional cost of the program.
29

30 **Section 7.3. Long-Term Disability Insurance.**

31 Employees may, at their option, elect to participate in the District's long term disability insurance program
32 on a payroll deduction basis at their own expense.
33

34 **Section 7.4. Money Transport.**

35 No employee will be required to transport money into or out of the work site.
36

37 **Section 7.5. Vehicle Damage.**

38 The District will reimburse an employee for slashed tire(s) and/or damage caused to a vehicle due to
39 forced entry or attempted forced entry, as well as other malicious damage or vandalism which occurred in
40 the course of his/her employment pursuant to the following conditions:
41

- 42 1. A police report must be filed and a copy of said report must be provided to the Nutrition Services
43 Office within forty-eight (48) hours of the incident.
44

45 The reimbursement shall be subject to a fifty dollar (\$50.00) deductible with a \$1,000 maximum
46 reimbursement of actual expenses for each loss.
47
48

- 1 2. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance
2 benefits.
3
- 4 3. An employee must submit his/her claim on a form provided by the District. The claim for
5 reimbursement must be made to the Nutrition Services Office within thirty (30) work days of the
6 loss or damage, or the claim is waived. The total obligation for reimbursement by the District for
7 all participating bargaining units is \$25,000 for each fiscal year.
8

9 **Section 7.6. Safety.**

10 The District will provide a safe workplace in accordance with the laws, rules and regulations of the State
11 of Washington and all Federal laws, rules and regulations.
12

13 **Section 7.7. Employee Training.**

14
15 **Section 7.7.1.**

16 Employees will be provided appropriate training with written guidelines and supervision if
17 assigned to prepare approved food products to meet an individual student's needs.
18

19 Employees assigned to prepare special meals will be given additional preparation time to ensure
20 quality control as determined by the Director of Nutrition Services or Administrative Designee.
21

22 **Section 7.7.2.**

23 Any new Support Specialist, in consultation with the lead person at the site, may request and
24 receive assistance and training in the Point of Sale system in consultation with his/her field
25 assistant for up to four (4) days, as needed.
26
27
28

29 **ARTICLE VIII**

30 **LEAVES**

31
32
33 **Section 8.1. Statement Of Cause Of Absence.**

34 Employees claiming benefits of the following leave provisions shall submit to the nutrition services office
35 a statement of cause of such absence immediately upon return to service. Forms will be provided by the
36 District for this purpose.
37

38 **Section 8.2. Leaves With Pay.**

39
40 **Section 8.2.1. Sick Leave.**

41 At the beginning of each fiscal year, regular full-year employees will be credited with ten (10)
42 days of sick leave or the appropriate proration. Sick leave may be used for absences caused by
43 illness, injury, and disabilities, including those caused or contributed to by pregnancy, miscarriage,
44 abortion, childbirth and recovery therefrom, or illness, injuries or disabilities of family members
45 covered by the State Family Care Act, RCW 49.12.265-295, including domestic partners of any
46 employee as defined by Sound Partnership Trust as of 2018. Any employee claiming benefits for
47 more than five (5) consecutive days from accumulated sick leave shall submit a medical report on
48 the sixth (6th) school day of illness and every thirty (30) days thereafter while the illness persists.

1 In the case of documented serious or life-threatening illness, follow-up medical reports may be
2 waived. An employee who demonstrates a sudden change in or an irregular pattern of attendance
3 may be required to submit an initial medical report and follow-up reports.
4

5 In addition, sick leave shall apply to emergencies for up to three (3) days per year. The District
6 may authorize additional sick leave days for emergency use. Provided, however, at the District's
7 discretion, additional emergency leave days may be approved on a case by case basis.
8

9 The following conditions apply to emergencies:

- 10 1. The problem has been suddenly precipitated.
- 11
- 12 2. Preplanning is not possible.
- 13
- 14 3. Preplanning cannot relieve the necessity for the employee's absence.
- 15
- 16 4. The problem is not minor or of mere convenience, but of a serious nature.
- 17
- 18 5. Auto trouble shall not be considered an emergency except in case of an accident.
- 19

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

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

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

30 **Section 8.2.2. Leave Sharing.**

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

35 **Section 8.3. Sick Leave Buyback.**

36 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or
37 injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave
38 for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation
39 of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60)
40 days. Leave for illness or injury for which compensation has been received shall be deducted from
41 accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
42 compensation: PROVIDED, that no employee may receive compensation under this section for any
43 portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time
44 of separation from District employment due to retirement, eligible resignation pursuant to RCW
45 28A.400.210, or death, an eligible employee or the employee's estate shall receive remuneration at a rate
46 equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued
47 leave for illness or injury.
48

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

3
4 **Section 8.4. Workers' Compensation (Industrial Insurance).**

- 5
6 1. Any injuries received while at work must be reported to the nutrition service office with the full
7 history of the case on accident report blanks, as they are covered by the State Workers'
8 Compensation Law and are covered for the working days included in the first three (3) calendar
9 days after the day of the accident from the employee's sick leave balance, if any. Employees
10 receive free medical aid for injuries on the job and may be treated by the physician of the
11 employee's choice.
12
- 13 2. The District will automatically allocate accrued sick leave for the working days contained in the
14 first three (3) calendar days following an injury, except that guaranteed paid holidays which fall
15 within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick
16 leave.

17
18 For absences extending beyond three (3) calendar days, Payroll will automatically implement sick
19 leave balancing to make total pay equal to regular pay when workers' compensation pay is added to
20 allocated sick leave. In addition, when sick leave has been exhausted, an employee may request in
21 writing to use vacation pay balancing. An employee may request in writing at any time that sick
22 leave not be used in order to make total pay equal to regular pay. Sick leave and vacation leave
23 cannot be "bought back." Once this plan has been put into effect, it cannot be changed.

24
25 The intent is to enable the employee to draw full pay, but not more than full pay, during an absence
26 due to injury on the job.

- 27
28 3. While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to
29 the employee in the same manner as if the injury had not occurred for a period of twelve (12)
30 calendar months. The District's obligation to an employee for accrual of these fringes terminates at
31 the end of twelve (12) calendar months.
32
- 33 4. The District will continue to pay its share of the employee's health insurance subsidy each month
34 provided that the employee furnishes his/her share to the business office each month by check made
35 payable to the Sound Partnership.
36
- 37 5. At the end of one (1) calendar year from the date of the injury, the following applies:
38
- 39 a. An employee who is not authorized to report back to work may request a leave of absence in
40 writing pursuant to the Other Leaves section of this Agreement.
41
 - 42 b. The leave request is subject to Board approval at its discretion.
43
 - 44 c. Said employee will be paid for all unused vacation pay earned.
45
 - 46 d. If said employee returns to active employment status with the District, his or her remaining sick
47 leave balance will be reinstated in accordance with District policy and state law.
48

- 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 by Sound Partnership Trust 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 Sound Partnership Trust as of 2018.
- g. Any individual related by blood or any relative residing in the employee's household.

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

1 **Section 8.6.1.**

2 The District and the Union agree to comply with the provisions of the federal Family and Medical
3 Leave Act of 1993, the state Family Leave Act, Ch. 49.78 RCW, and the Family Care Act, RCW
4 49.12.265-295, except that any provisions of the Agreement, or District policies and procedures
5 that provide benefits and protections beyond those of the Act shall continue in full force and
6 effect.
7

8 **Section 8.7. Extraordinary Leave.**

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

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

13 Leave may not be used for political purposes or en masse meetings/activities. Extraordinary Leave is
14 not deducted from sick leave.
15

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

- 17
- 18 1. Any employee who is a member of the Washington National Guard or of any organized reserve or
19 armed forces unit of the United States shall be entitled to and shall be granted military leave of
20 absence in accordance with RCW 38.40.060.
21
 - 22 2. Military leave shall be granted in order that the person may take part in active training duty when
23 required to do so by the military service if such duty cannot be taken during non-work days.
24
 - 25 3. When military leave is granted, the employee shall receive his or her regular pay from the District.
26
27

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

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

30
31
32 Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if
33 such proceeding does not involve self-employment, other employment, or a civil action against the
34 District.
35

36 Leaves under this section are only for the portion of the day when attendance is required. An employee
37 must report back to work if there will be more than one (1) hour of work remaining (at the time of arrival)
38 unless excused by the Nutrition Services Office due to extenuating circumstances.
39

40 Jury Duty and Subpoena Leave are not deducted from sick leave.
41

42 **Section 8.10. Leave Without Pay.**

43
44 1. Parental and Adoption Leave

- 45
46 a. An employee should notify the Human Resources Department by the end of the fourth month of
47 pregnancy to assist Human Resources in planning for replacement. Parental leave shall apply to
48 male and female employees and begin at a time determined suitable by the employee and the

1 personal physician after consultation with the Human Resources Department or designee.
2 Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance
3 of the program.

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

28 29 2. Political Leave

30
31 Upon request, employees may be granted political leave in accordance with the following provisions:

- 32
33 a. With three (3) weeks notice, an employee may be granted up to four (4) weeks of continuous
34 leave without pay for the purpose of campaigning for employee's own election. If the employee
35 is not elected to the political office, the employee shall return to the same position held prior to
36 the leave.

37
38 With three (3) weeks notice, one or more employees may be granted leave to serve as a PSE
39 legislative intern, provided that the total leave time use by the bargaining unit employees does
40 not exceed eighty (80) hours in any one year. The State Office of PSE will reimburse the
41 District for the employee's wage for time served during their internship.

- 42
43 b. If the employee is elected to office, the Board may return the employee to the same or mutually
44 agreed upon position until such time that employee's elected term of office necessitates leaving
45 active work. Any employee may hold a political office and continue as an employee as long as
46 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.

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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 (11th) consecutive work day, a stepped-up employee shall receive leave accrual based on the hours the employee has worked.

On the forty-first (41st) 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.

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

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

Section 9.2.1. Seniority Transfer.

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

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

2
3 **Job Postings:** All new positions and/or vacancies will be posted on the District’s website and open for
4 a period of a minimum (5) business days.

5
6 Notification of new opportunities will be delivered in the following ways:

- 7
8 a. Nutrition Services will email opening announcements to all Nutrition Services staff.
9 b. Nutrition Services will post flyers in each kitchen throughout the district advertising
10 openings.
11 c. Each posting will include specific job title, specific building locations, specific open and
12 targeted closing dates, hours and FTE.

13
14 All vacancies shall be posted within ten (10) working days after the position has been vacated or the
15 Union notified of why the position will not be posted. Postings not filled within ten (10) working days
16 following the posting’s closing date shall be reposted.

17
18 The District will provide each kitchen with a current copy of the job description for each job title nutrition
19 services classification. The job description will include the minimum qualifications for the job
20 classification.

21
22 Applicants for open positions shall be administered by the Human Resources Department, with final
23 selection by the Director of Nutrition Services or administrative designee with input from the Cook
24 Nutritionist Manager or Satellite Cashier.

25
26 All employees interested in transferring within like job title classification or a promotion opportunity
27 between classifications must complete the online application process on the District website. Cashiers,
28 satellite cashiers and cook managers must take a math placement test given by Nutrition Services.

29
30 **Transfer between Job Title Classification:**

- 31
32 • Employees wishing to transfer must have successfully completed their initial trial period.
33 • Selection of a candidate to fill a vacant position by transfer will be by seniority within that job title
34 classification with the most senior selected.
35 • Any Child Nutritionist Elementary Cook Manager position(s) not filled as a transfer shall be
36 considered a transfer for employees currently working as Child Nutritionists Satellite Cashiers,
37 that have completed three (3) consecutive years in that job title classification with the most senior
38 selected, prior to opening the position to the entire bargaining unit.

39
40 **Trial Period for Transfers:** Before an employee is permanently transferred to a position, the
41 employee must serve a trial period to determine if the employee will be successful in the new position,
42 provided, however, that the Director of Nutrition Services has the discretion to return an employee
43 back to their prior position prior to the conclusion of the trial period. An individual employee may
44 choose to work less than a ten (10) working day trial period in a new position and return to their
45 previous assignment. For employees that are not on a plan of improvement and have worked as a
46 regular employee in the same job title classification for at least ninety (90) working days, the trial
47 period will be ten (10) working days; whereas employees on a plan of improvement or those that have
48 worked less than ninety (90) working days in the same job title classification shall be subject a

1 mandatory thirty (30) day trial period, provided that such employees may exercise their right in the
2 immediately preceding sentence to return to the previous assignment prior to the tenth (10th) working
3 day in a new position. Prior to the conclusion of the trial period the Child Nutritionist
4 Manager/Satellite Cashier will recommend to the director if the employee serving the trial period shall
5 either return to the prior position or continue in the position. If the Director or Administrative
6 Designee overrules the recommendation of the Nutritionist Cook Manager/Satellite Cashier he/she
7 shall issue a written rationale statement to the Cook Manager/Satellite Cashier of the kitchen.

8
9 All vacancies not filled as a result of a transfer will be considered a promotion and will be filled
10 according to bargaining unit seniority.

11
12 **Trial Period for Promotions:** Before an employee is permanently promoted to a position, the
13 employee must serve a mandatory trial period of no less than thirty (30) working days to determine if
14 the employee will be successful in the new position, provided, however, that the Director of Nutrition
15 Services has the discretion to return an employee back to their prior position prior to the conclusion of
16 the thirty (30) day trial period. After the employee has worked in the new position for no less than ten
17 (10) working days nor more than thirty (30) working days, the Child Nutritionist Manager/Satellite
18 Cashier will recommend to the Director if employee serving the trial period shall either return to the
19 prior position or continue in the position. If the Director or Administrative Designee overrules the
20 recommendation of the Nutritionist Cook Manager/Satellite Cashier, the Director shall issue a written
21 rationale statement to the Cook Manager/Satellite Cashier of the kitchen. An individual employee may
22 choose to work less than a ten (10) day trial period in a new position and return to their previous
23 assignment. The employee may return to their prior position after the 10th day of the trial period upon
24 approval of the Director of Nutrition Services or Administrative Designee.

25
26 In the event a grievance is timely filed on a job bid, the bid position will be held open until the resolution
27 of the grievance. If the position has been filled prior to the filing of the grievance, the assignment will be
28 considered temporary. The appropriate wages and benefits of that position will be paid until the
29 grievance is resolved. If the grievance is not granted, the temporary incumbent shall be awarded the
30 position with their seniority thirty (30) days from the date the temporary assignment started.

31
32 Nutrition Services shall notify the Union President when an employee has successfully completed a trial
33 period. Nutrition Services shall notify the Union President when an employee serving a trial period
34 returns to their prior position.

35
36 **Selection of External Candidates:** Any position not filled as a result of a transfer or promotion shall be
37 filled with external applicants, including substitute employees. Substitutes will be given first
38 consideration over other external applicants.

39
40 Nutrition Services will notify each kitchen and the Union President of successful applicants within five
41 (5) days of the position being filled.

42 **Section 9.4. Extension of Assignments.**

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

1 **Section 9.5. Displacements.**

2 The District may fill vacant positions by assigning displaced employees. An employee may become
3 displaced either through school closure or program modification. Any employee, with seniority greater
4 than the displaced employee, who wishes to be considered for the vacant position may submit his/her bid
5 in writing within five (5) days of the notification of the assignment.
6

7 Each kitchen shall be notified by memo five (5) days in advance when any vacant position is to be filled
8 by an assignment instead of by job posting. The Union may request the reasons for such action in writing
9 from the Director of Nutrition Services or Administrative Designee.
10

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

12 Ties in seniority i.e. having the same hire date (transfer seniority in cases of transfers or District
13 seniority in cases of promotions or layoffs) will be broken by drawing names with the first name drawn
14 being most senior and so forth until all the names are drawn. A union officer, and the employee(s) so
15 affected will be informed in a timely manner of the date and time of the drawing of the names which
16 will be held following the employee(s) normal work shift.
17

18 **Section 9.7. Reduction In Hours.**

19 A reduction in thirty (30) or more minutes a day of regular hours of employment, during any eighteen (18)
20 month period, or a reduction below four (4) hours a day, shall be addressed in the same manner as a layoff
21 pursuant to Section 9.8. An employee may exercise this right by notifying the Nutrition Services Office
22 in writing.
23

24 **Section 9.8. Layoffs.**

25 When the District determines to reduce the work force, seniority shall be the determining factor. In the
26 event of layoff, an employee with greater seniority may bump the least senior employee, holding a
27 position or unfilled position(s) that is within fifteen (15) minutes of the position held at the time of layoff,
28 in the same job title classification or, at the employee's option, the least senior employee in any lower job
29 title classification. Job title classification shall mean the classifications on the Nutrition Services Salary
30 Schedule. Ties shall be broken in accordance with Section 9.6..
31

32 Each employee who is laid off during the school year shall be given at least two (2) weeks' notice.
33

34 Names shall remain on the re-employment list for eighteen (18) months. The Union will be provided
35 with a copy of the re-employment list.
36

37 Employees on temporary layoff will be given preference for substitute work at a school/worksites over
38 non-regular employee substitutes.
39
40
41

42 **ARTICLE X**

43 **DISCIPLINE AND DISCHARGE**

44
45
46 **Section 10.1.**

47 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for just
48 cause. A process of progressive discipline will be used. Progressive discipline includes oral warning,

1 written reprimand or suspension (paid/unpaid), or termination as appropriate to the infraction. The
2 employee will receive a copy of any written reprimand. The extent of any disciplinary action will be in
3 keeping with the seriousness of the infraction.

4
5 The District will take any and all measures to ensure that the employee(s) are not retaliated against as a
6 result of a disciplinary action.

7
8 An employee who may be subject to discipline shall be entitled to have a representative of the Union
9 present during any meeting conducted by the District. A date and time will be mutually scheduled by the
10 parties to conduct the disciplinary meeting.

11
12 If a Director of Nutrition Services or Administrative Designee has reason to reprimand an employee, it
13 shall not be done in front of other uninvolved employees, students or the public.

14
15 If appropriate, as determined by the Director of Nutrition Services or Administrative Designee, anger
16 management training or a dispute resolution or mediation may be required prior to the imposition of
17 discipline.

18
19 Prior to suspension without pay or termination, the employee shall be given advanced notice of the action,
20 which includes a statement of the reasons for the action; and the employee or his/her designated
21 representative shall have the right to respond to the authority imposing the discipline, either orally or in
22 writing prior to the effective date of the discipline.

23
24 Disciplinary probation shall not be less than sixty (60) calendar days nor more than one hundred twenty
25 (120) calendar days in duration. The employee shall receive a written evaluation every thirty (30)
26 calendar days.

27
28 Should the Union present a grievance in connection with a dismissal or demotion within thirty (30) days
29 of such dismissal or demotion to the Board, the dismissal or demotion may be reviewed under the terms
30 of the grievance procedure starting with Level Three.

31
32 **Section 10.1.1. Involuntary/Disciplinary Transfer.**

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

37
38 **Section 10.2. Drug and Alcohol Testing.**

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

41
42 **Section 10.3. Absenteeism and Tardiness.**

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

45
46 The Director of Nutrition Services or Administrative Designee shall notify the employee and offer
47 support and coaching regarding the employee's attendance and tardiness. Such coaching will include
48

1 referrals to appropriate support services as applicable. The employee will be reminded of the
2 appropriate use of leave as well as start and end times of their workday.

3
4 If the pattern of absenteeism or tardiness continues, the Director of Nutrition Services or
5 Administrative Designee will meet with the employee and the employee will have a right to Union
6 representation at his/her request. The employee will be informed that attendance and/or timely work
7 arrival is an essential function of employment. Employees may be directed to provide medical
8 documentation supporting the absence as applicable.

9
10 If the pattern of absenteeism or tardiness continues, a meeting will be held with the employee, union
11 representative, Director of Nutrition Services or Administrative Designee, and a Human Resources
12 representative to initiate discipline in accordance with Section 10.1. of the Collective Bargaining
13 Agreement.

14
15 Employees who have no appropriate leave to use must seek pre-approval from the Assistant
16 Superintendent, Human Resources for use of leave without pay. Requests will be evaluated on a case-
17 by-case basis.

21 **ARTICLE XI**

22 **UNION MEMBERSHIP**

23 **Section 11.1. Union Membership.**

24
25 Effective upon execution of this Agreement, all employees shall become and remain members of the
26 Union as a condition of employment with the District.

27
28
29 All employees shall become and remain members of the Union thirty (30) calendar days after qualifying
30 for membership. The District shall deduct PSE/SEIU dues, assessments or service charges from the pay
31 of any employee who authorizes such deductions in writing on the PSE/SEIU dues deduction cards
32 pursuant to RCW 41.56.110. The District agrees to transition from their current PSE/SEIU dues
33 submittal practice to an electronically transmitted dues process when the District's accounting program
34 can reasonably do so to the PSE/SEIU State Office for each month's pay period. For the local dues
35 portion, religious objectors, and Agency Fee Payers, see Sections 11.2 and 11.3 below.

36 **Section 11.2.**

37
38 The parties recognize that an employee should have the option of declining to participate as a member in
39 the Union, yet contribute financially to the activities of the Union in representing such employee as a
40 member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership
41 requirements of the previous sections of this Article, an employee who declines membership in the Union
42 shall pay to the Union each month a service charge as a contribution toward the administration of this
43 Agreement in an amount not to exceed regular monthly dues. This service charge shall be collected in the
44 same manner as monthly dues.

45 **Section 11.3.**

46
47 Objections to joining the Union, by any employee, which are based on bona fide religious tenets or
48 teachings of a church or religious body of which such employee is a member, will be honored in

1 accordance with PSE State policies and procedures for religious objectors. Any such employee shall pay
2 an amount of money equivalent to regular union dues and initiation fee to a nonreligious charity or to
3 another charitable organization mutually agreed upon by the employee affected and the Union. If the
4 employee and the Union do not reach agreement on such matter, the Public Employment Relations
5 Commission (PERC) shall designate the charitable organization. Agency Fee Payer Status will also be
6 honored in accordance with PSE/SEIU State policies and procedures, to the PSE/SEIU State Office (see
7 Section 11.1. above).

8
9 **Section 11.4. Local Dues.**

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

12
13 **Section 11.5.**

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

19
20 **Section 11.6. Hold Harmless.**

21 The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or
22 judgments against the District on account of voluntary political contributions to the Committee on
23 Political Empowerment (COPE).

24
25
26
27 **ARTICLE XII**

28
29 **GRIEVANCE PROCEDURE**

30
31 **Section 12.1. Grievance Procedure.**

32 A grievance is a claim by an employee or the Union that there has been a violation, misinterpretation or
33 misapplication of any provision of this Agreement which may be processed as herein provided.

34
35 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be
36 considered as maximum, and every effort shall be made to expedite the process. Time limits may be
37 extended after request of either party.

38
39 Definition of Days: For the purposes of this article, days mean "Tacoma School District business days".

40
41 **Section 12.2. LEVEL I – Verbal Step – Director of Nutrition Services or Administrative:**

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

45
46 **Section 12.3. LEVEL II Written Step – Director of Nutrition Services or Administrative:**

47 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director of
48 Nutrition Services or Administrative Designee within fifteen (15) Tacoma School District business days.

1 Within ten (10) Tacoma School District business days after receiving the written grievance, the Director
2 of Nutrition Services or Administrative Designee shall schedule a meeting at a mutually agreeable
3 date/time/place with the aggrieved employee(s), their PSE/SEIU local chapter and/or field representative
4 and the Director of Nutrition Services or Administrative Designee.

5
6 The grievance must contain the following information:

- 7
8 A. The facts forming the basis of the grievance;
9 B. The provisions of the Agreement allegedly violated;
10 C. The remedy sought.

11
12 Within five (5) Tacoma School District business days after the meeting of the parties is held, the
13 Administrator shall render a written decision and present it to the grievant(s).

14
15 If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Level II, or if no
16 decision has been rendered within five (5) Tacoma School District business days after the meeting with
17 the Manager of Nutrition Services, or designated representative(s), the employee may file a Level III
18 grievance.

19
20 **Section 12.4. LEVEL III Written Step Chief Operations Officer, General Support Services.**

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

25
26 If a Level III grievance is not filed in writing within ten (10) Tacoma School District business days after a
27 Level II decision has been received in writing, then the grievance shall be waived.

28
29 If the aggrieved employee is not satisfied with the disposition of the grievance at Level III or if no
30 decision has been rendered within five (5) Tacoma School District business days after the meeting with
31 the Chief Operations Officer, General Support Services, the employee may file a Level IV grievance.

32
33 **Section 12.5. LEVEL IV – Written Step Superintendent or Designee**

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

38
39 Within ten (10) Tacoma School District business days after receiving the written grievance, the
40 Superintendent, or designee shall schedule a meeting at a mutually agreeable date/time/place with the
41 aggrieved employee(s) and their PSE/SEIU local chapter and/or PSE/SEIU field Representative. Within
42 five (5) Tacoma School District business days after the meeting of the parties is held, the Assistant
43 Superintendent of Human Resources or designee shall render a written decision and present it to the
44 grievant(s).

45
46 If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Level IV, or if no
47 decision has been rendered within ten (10) bargaining unit work days after the meeting with the
48

1 Superintendent or designee and the employee(s) and their PSE/SEIU representative, the employee may
2 request PSE/SEIU file a Level V grievance step/Arbitration.

3
4 **Section 12.6. LEVEL V: Arbitration – Written Step**

5
6 **Section 12.6.1.**

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

9
10 **Section 12.6.2.**

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

14
15 **Section 12.6.3.**

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

19
20 **Section 12.6.4.**

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

23
24 The arbitrator's decision shall be consistent with existing statutes and shall be binding on both
25 parties. The arbitrator shall confer promptly with the representatives of the District and the
26 Union, review the record of prior meetings and hold such further hearings as deemed necessary.

27
28 **Section 12.6.5.**

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

31
32 **Section 12.6.6.**

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

36
37 **Section 12.7. Supplemental Conditions.**

38
39 **Section 12.7.1.**

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

43
44 **Section 12.7.2.**

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

1 **Section 12.7.3.**

2 There shall be no reprisal by the Union, the District or its employees by reason of the involvement
3 of any person in the grievance procedure.
4

5 **Section 12.7.4.**

6 Nothing herein contained shall be construed as limiting the right of any employee having a
7 grievance to discuss the matter informally with an appropriate member of the administration.
8

9 **Section 12.7.5.**

10 If a formal grievance is not filed within thirty (30) Tacoma School District business days of the act
11 or when the employee could have reasonably known of the condition on which the grievance is
12 based, then the grievance shall be waived.
13

14 **Section 12.7.6.**

15 A grievance may be lodged by the Union.
16

17 **Section 12.7.7.**

18 Certain grievances which are not under the jurisdiction of the immediate administrative supervisor
19 and are based upon administrative action taken by an administrator other than the immediate
20 administrative supervisor shall be initiated at Level II of the grievance procedure. A copy of the
21 grievance shall be provided the Director of Nutrition Services or Administrative Designee.
22
23
24

25 **ARTICLE XIII**

26 **SALARIES, WAGES AND EMPLOYEE COMPENSATION**

27 **Section 13.1. Wage Schedule.**

28 The Nutrition Services basic wage schedule is as shown on Schedule A of this Agreement, attached
29 hereto and made a part hereof.
30
31

- 32
- 33 • Schedule A-1 (2018-19): Steps 1 to 6 replace Steps C to H as stated on the 2017-18 Schedule A-1
34 e.g. Step C is now Step 1 and Step H is now Step 6. Schedule A-1 also provides an additional
35 incremental step for most job title classifications. For all years movement on the incremental
36 steps shall be in accordance with Section 13.2 of the Agreement. For all years Helpers will be
37 eligible to receive Child Nutritionist Support Specialist pay rates in accordance with Appendix B
38 and as provided by Section 13.4 of this Agreement.
39
- 40 • Schedule A-2 (2019-20): Reflects a 3% minimum increase, which is based on the anticipated
41 State Implicit Price Deflator (IPD) of 2%. Should the legislature increase the IPD to an amount
42 greater than 2% the increase applied to Schedule A-2 shall increase accordingly. For example, if
43 the IDP for 2019-20 is 2.4% an additional .4% shall be added to Schedule A-2, for a total of 3.4%,
44 as the rates already reflect the minimum 3% minimum increase. Schedule A-2 also provides an
45 additional incremental step for most job title classifications.
46
- 47 • Schedule A-3 (2020-21): Provides an additional incremental step for the manager positions.
48 Schedule A-3 including Hourly Wage Rates, Longevity, WSNA Certification Compensation and

1 the Minimum Shift (Section 5.1.1) shall be reopened for negotiations on or about February 1,
2 2020.

- 3
4 • Schedule A-4 (2021-22): Provides an additional incremental step for the manager positions.
5 Schedule A-4 including Hourly Wage Rates, Longevity, WSNA Certification Compensation and
6 the Minimum Shift (Section 5.1.1) shall be reopened for negotiations on or about February 1,
7 2021 unless otherwise agreed.

8
9 SNA Certification – Level 1:

- 10 • Sixty cents (\$0.60) per hour

11
12 SNA Certification – Level 2:

- 13 • Sixty-five cents (\$0.65) per hour

14
15 Longevity: Employees starting their twentieth (20th) year of service shall receive an additional sixty cents
16 (\$0.60) per hour. Employees starting their twenty-fifth (25th) year of service shall receive an additional
17 twenty cents (\$0.20) for a total of eighty cents (\$0.80) per hour.

18
19 Child Nutritionist Cook Manager who prepares food for additional kitchens (satellites) will receive
20 twenty cents (\$0.20) per satellite per hour.

21
22 Employees shall have their pay warrants deposited by automatic payroll deposit to an institution(s) of
23 their choice.

24
25 Substitutes shall be paid at 95% of Step 1 of the Nutritionist Helper Rate.

26
27 Tacoma School District Nutrition Services retirees who work for the District in the capacity as a Food
28 Service Substitute will be compensated at the Child Nutritionist Satellite Cashier Step 1 wage rate shown
29 on Schedule A.

30
31 **Section 13.1.1.**

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

38
39 Competitive food sales shall not be permitted to operate at any school site thirty minutes before
40 and after breakfast and lunch periods, and during breakfast and lunch periods. Any food sales by
41 another group other than Nutrition Services of an occasional nature must have the prior approval
42 of the principal, lead child nutrition employee and the Nutrition Services Department.

43
44 Vending machines that sell water, milk and juice to students may remain on at school sites
45 throughout the school day. Vending machines that sell soda pop shall be turned off during the
46 school day.

1 **Section 13.1.2.**

2 The District and the Union shall establish a Competitive Sales Task Force to address the
3 relationship between District programs and curricula and competitive sales. The Task Force shall
4 have up to four (4) District and four (4) Union representatives. Meetings shall be held at least
5 once per semester, or more frequently if needed, and will be scheduled during the Union’s
6 representatives’ work day. Time for the meetings may be deducted from the union release hours
7 provided in Section 3.3 and 3.4 of the Agreement. The work of the Task Force will be
8 coordinated with other District activities related to student nutrition, career and technical
9 education curriculum, and the associated student body programs. The Task Force may
10 recommend additions or deletions of food products from District programs. Members of the Task
11 Force are not permitted to alter the Agreement. In the event the Union is unsatisfied with the
12 District’s response to Task Force recommendations, the Union may call for reopening of
13 negotiations on this section.

14
15 **Section 13.2. Service Increment.**

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

19
20 **Section 13.3. Meeting Pay.**

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

23
24 **Section 13.4. Promotion Salary Placements.**

25 An employee who is promoted or who is assigned temporary work in a classification that pays higher than
26 the employee's regular classification shall be placed on the step in the higher classification which results
27 in a salary increase of at least forty cents \$0.40 an hour. Effective September 1, 2015, the amount in the
28 immediately preceding sentence shall increase to forty-five (\$0.45) cents and effective September 1, 2016,
29 said amount shall increase to fifty (\$0.50) cents.

30
31 **Section 13.5. Stop Pay.**

32 Employees shall receive \$4.75 for one (1) stop, and \$5.25 for two (2), and \$5.75 for three (3) stops each
33 day in addition to travel allowance for the use of a privately owned vehicle when transporting food to
34 another school. Effective September 1, 2015, the rates in the immediately preceding sentence shall
35 increase by twenty-five cents (0.25). In the event an employee has additional stops they will be paid at an
36 additional .50 per stop. Travel shall be paid at the minimum for one (1) mile at the per mile rate approved
37 by the District, but no less than the rate established by the Internal Revenue Service for official business
38 travel in a private vehicle. An annual reimbursement not to exceed one hundred twenty-five dollars
39 (\$125.00) at a commercial vendor chosen by the employee will be made to the employee for the cost of
40 detailing and sanitizing the employee’s vehicle used while transporting District food products.
41 In lieu of detailing/sanitizing the employee may utilized the annual reimbursement of one hundred
42 twenty-five dollars (\$125.00) to be reimbursed for the cost of a floor liner or mat for the employee’s
43 vehicle used for transporting District food products.

44
45 **Section 13.6. Travel Allowance.**

- 46
47 1. Employees approved by the Superintendent or designee to use their private vehicle to travel on
48 school business shall be compensated at the actual IRS rate.

1 2. Travel from home to work and from work or last place of call to home is not reimbursable except
2 when approved by the Superintendent or designee.

3
4 **Section 13.7. Payroll Deductions.**

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

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

10
11 **Section 13.8. Preparation Day.**

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

14
15 **Section 13.9. Training/Mentor Premium.**

16 Bargaining unit members that provide training and/or mentoring services (at the discretion of the Director
17 of Nutrition Services or administrator designee) to any bargaining unit member shall receive a twenty cent
18 (\$0.20) per hour premium for all such hours.

19
20
21
22 **ARTICLE XIV**

23
24 **TRAINING**

25
26 **Section 14.1. Training and Professional Growth.**

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

30
31 The District will pay actual costs for membership and certification in the School Nutrition Association
32 (SNA) and Washington School Nutrition Association (WSNA), which would include the conference,
33 registration fee, and workshop fees, if applicable, at the discretion/approval of the Director of Nutrition
34 and Food Services or administrator designee.

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

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

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

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

11
12 **Section 14.2. Ongoing Training.**

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

19
20 Prior to a substitute's first work assignment, they will be given a tour of a District school cafeteria.

21
22
23
24 **ARTICLE XV**

25
26 **FURTHER PROVISIONS**

27
28 **Section 15.1. Agreement Clause.**

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

32
33 **Section 15.2. Savings Clause.**

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

38
39 If the District would be in violation of State law or would incur any penalty or decrease in State support as
40 a result of the compensation and benefits provided herein, the excess compensation and/or benefits
41 provided shall be reduced to the maximum amount legally allowable without the District incurring any
42 penalty or reduction in support.

43
44 **Section 15.3. Copies of Agreement Clause.**

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

1 **Section 15.4. Amendments Clause.**

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

3
4 **Section 15.5. Duration Clause.**

5 This Agreement and each of its provisions is binding and in effect from September 1, 2018 until
6 August 31, 2022, except as otherwise provided in the Agreement; provided, however, that in the event
7 that there is a significant loss of revenue to the District resulting from a levy failure and/or legislative
8 action, the parties may each reopen applicable sections of the Agreement within thirty (30) days of such
9 action.

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

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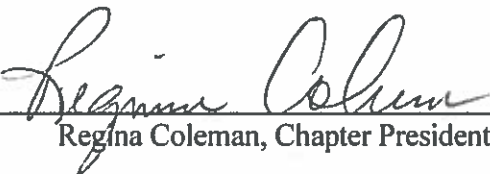
SIGNATURE PAGE

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

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948**

TACOMA NUTRITION SERVICES CHAPTER

TACOMA SCHOOL DISTRICT NO. 10

BY: 
Regina Coleman, Chapter President

BY: 
Andrea Cobb, President, Board of Directors

DATE: 10-24-18

DATE: 10/25/18

BY: 
Carla J. Santorno, Superintendent

DATE: 10/30/18

SCHEDULE A-1
TACOMA CHILD NUTRITION
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2018 – AUGUST 31, 2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Child Nutritionist Helper	\$13.52	\$14.12	\$14.78	\$15.45			
Child Nutritionist Assistant Cook/ Nutritionist Support Specialist*	\$14.70	\$15.29	\$15.94	\$16.57	\$17.24		
Child Nutritionist Satellite/BBQ/Catering Specialist	\$14.70	\$15.29	\$15.94	\$16.57	\$17.24		
Child Nutritionist Elementary Cook Manager	\$15.86	\$16.49	\$17.15	\$18.05	\$19.05	\$20.37	
Child Nutritionist Secondary Cook Manager**	\$16.85	\$17.54	\$18.19	\$18.98	\$19.83	\$21.27	\$22.81
General Substitutes	\$12.84						
Retiree Substitutes***	\$14.70						

- Employees who maintain WSNA certification will receive an additional \$.60 per hour if Level 1 and \$.65 per hour if Level 2.
- Employees starting their 20th year of service shall receive an additional \$.60 per hour.
- Employees starting their 25th year of service shall receive an additional \$.20 per hour over the 20th year of service rate.

* Combination of Assistant Cook and Cashier Positions of which Helpers are eligible to receive as provided in Appendix B (Cashier Qualifying Criteria).

** Combination of Manager II - Middle School and Manager III - High School

*** Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier at Step 1.

SCHEDULE A-2
TACOMA CHILD NUTRITION
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2019 – AUGUST 31, 2020

	Step	Step	Step	Step	Step	Step	Step	Step
Classification	1	2	3	4	5	6	7	8
Child Nutritionist Helper	\$13.93	\$14.54	\$15.22	\$15.91				
Child Nutritionist Assistant Cook/ Nutritionist Support Specialist*	\$15.14	\$15.75	\$16.42	\$17.07	\$17.76	\$18.45		
Child Nutritionist Satellite/BBQ/Catering Specialist	\$15.14	\$15.75	\$16.42	\$17.07	\$17.76	\$18.45		
Child Nutritionist Elementary Cook Manager	\$16.34	\$16.98	\$17.66	\$18.59	\$19.62	\$20.98	\$22.65	
Child Nutritionist Secondary Cook Manager**	\$17.36	\$18.07	\$18.74	\$19.55	\$20.42	\$21.91	\$23.49	\$25.19
General Substitutes	\$13.23							
Retiree Substitutes***	\$15.14							

- Employees who maintain WSNA certification will receive an additional \$.60 per hour if Level 1 and \$.65 per hour if Level 2.
- Employees starting their 20th year of service shall receive an additional \$.60 per hour.
- Employees starting their 25th year of service shall receive an additional \$.20 per hour over the 20th year of service rate.

* Combination of Assistant Cook and Cashier Positions of which Helpers are eligible to receive as provided in Appendix B (Cashier Qualifying Criteria).

** Combination of Manager II - Middle School and Manager III - High School

*** Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier at Step 1.

The above hourly rates will be increased as specified in Section 13.1 of the Agreement if the State IPD for the 2019-20 fiscal year exceeds 2%.

For example - IPD = 2.4%, then increase to Schedule A-2 = 3.4%.

SCHEDULE A-3
TACOMA CHILD NUTRITION
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2020 – AUGUST 31, 2021

	Step	Step	Step	Step	Step	Step	Step	Step	Step
Classification	1	2	3	4	5	6	7	8	9
Child Nutritionist Helper	\$13.93	\$14.54	\$15.22	\$15.91					
Child Nutritionist Assistant Cook/ Nutritionist Support Specialist*	\$15.14	\$15.75	\$16.42	\$17.07	\$17.76	\$18.45			
Child Nutritionist Satellite/BBQ/Catering Specialist	\$15.14	\$15.75	\$16.42	\$17.07	\$17.76	\$18.45			
Child Nutritionist Elementary Cook Manager	\$16.34	\$16.98	\$17.66	\$18.59	\$19.62	\$20.98	\$22.65	\$24.45	
Child Nutritionist Secondary Cook Manager**	\$17.36	\$18.07	\$18.74	\$19.55	\$20.42	\$21.91	\$23.49	\$25.19	\$27.10
General Substitutes	\$13.23								
Retiree Substitutes***	\$15.14								

- Employees who maintain WSNA certification will receive an additional \$.60 per hour if Level 1 and \$.65 per hour if Level 2.
- Employees starting their 20th year of service shall receive an additional \$.60 per hour.
- Employees starting their 25th year of service shall receive an additional \$.20 per hour over the 20th year of service rate.

* Combination of Assistant Cook and Cashier Positions of which Helpers are eligible to receive as provided in Appendix B (Cashier Qualifying Criteria).

** Combination of Manager II - Middle School and Manager III - High School

*** Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier at Step 1.

The above hourly rates will be increased as specified in Section 13.1 of the Agreement if the State IPD for the 2019-20 fiscal year exceeds 2%.

For example - IPD = 2.4%, then increase to Schedule A-2 = 3.4%.

The above hourly rates shall be subject to a wage reopener as specified in Section 13.1 of the Agreement.

SCHEDULE A-3
TACOMA CHILD NUTRITION
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2021 - AUGUST 31, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Child Nutritionist Helper	\$13.93	\$14.54	\$15.22	\$15.91						
Child Nutritionist Assistant Cook/ Nutritionist Support Specialist*	\$15.14	\$15.75	\$16.42	\$17.07	\$17.76	\$18.45				
Child Nutritionist Satellite/BBQ/Catering Specialist	\$15.14	\$15.75	\$16.42	\$17.07	\$17.76	\$18.45				
Child Nutritionist Elementary Cook Manager	\$16.34	\$16.98	\$17.66	\$18.59	\$19.62	\$20.98	\$22.65	\$24.45	\$26.40	
Child Nutritionist Secondary Cook Manager**	\$17.36	\$18.07	\$18.74	\$19.55	\$20.42	\$21.91	\$23.49	\$25.19	\$27.10	\$29.13
General Substitutes	\$13.23									
Retiree Substitutes***	\$15.14									

- Employees who maintain WSNA certification will receive an additional \$.60 per hour if Level 1 and \$.65 per hour if Level 2.
- Employees starting their 20th year of service shall receive an additional \$.60 per hour.
- Employees starting their 25th year of service shall receive an additional \$.20 per hour over the 20th year of service rate.

* Combination of Assistant Cook and Cashier Positions of which Helpers are eligible to receive as provided in Appendix B (Cashier Qualifying Criteria).

** Combination of Manager II - Middle School and Manager III - High School

*** Retiree substitutes are paid equivalent to the Child Nutritionist Satellite Cashier at Step 1.

The above hourly rates will be increased as specified in Section 13.1 of the Agreement if the State IPD for the 2019-20 fiscal year exceeds 2%.

For example - IPD = 2.4%, then increase to Schedule A-2 = 3.4%.

The above hourly rates shall be subject to a wage reopener as specified in Section 13.1 of the Agreement.

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APPENDIX A

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

Items of Clothing	Standard
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.
Shorts	Shorts must be below the knee. Athletic shorts are <u>not permitted</u> .
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	Rain coat, pants, hat and/or poncho.

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APPENDIX B

**Tacoma School District/PSE of Tacoma Food Service
Qualifying Criteria for Helpers to Receive Support Specialist (Cashier) Pay For All Hours**

- 1) On the job training performing cashier duties on the current District Point of Sale System, which can be done at assigned school;
- 2) Have passed the written cashier test at Nutrition Services Office and
- 3) (Successfully completing) 3 to 5 days of performing all the assigned duties/tasks as a school cashier on the current District Point of Sale System.

Helpers that have met the above requirements and agree to accept the higher pay rates must be willing to work at other school sites as a Support Specialist when needed; provided, however, no employee shall be forced to accept less than their regular daily assigned hours. Participation of Helpers in the Cashier Eligibility Process is at the option of the employee. Helpers that successfully complete the Qualifying Criteria herein and accept the requirement to Step-Up at other school sites shall receive the Support Specialist Pay rate at their current step placement as a Helper notwithstanding Section 13.4 of the Agreement, for all hours of employment (workdays, leave benefits, holidays and vacation) while performing the positions of Helper and Support Specialist. Assignment to a Support Specialist position or higher level position restores the employee's right to accept or decline Step-Up assignments. Furthermore, the change of Cashiers to Support Specialist also will be based on their current step placement notwithstanding Section 13.4 of the Agreement. For example a Cashier is placed on Step 4 during the 2017-18 FY, they shall be placed on Step 5 of the Support Specialist wage schedule effective September 1, 2018. The same situation applies to Middle School and High School Cook Managers that are consolidating under the Secondary Cook Manager job title.

1 MEMORANDUM OF UNDERSTANDING

2
3 BETWEEN THE TACOMA SCHOOL DISTRICT NO. 10 AND
4 PUBLIC SCHOOL EMPLOYEES OF
5 TACOMA NUTRITION SERVICES
6

7 REGARDING CATERING EVENT STAFFING PROCEDURES
8

9
10 The parties to this Memorandum hereby agree to the following procedures for staffing Child Nutrition
11 Services catering events as follows:
12

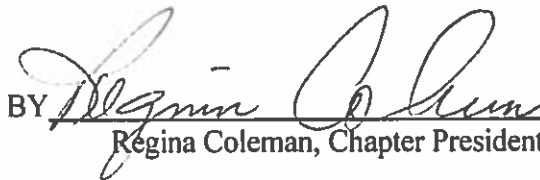
- 13 1. Definition: Catering Events: Events where the nutrition services department has entered into a
14 contract involving preparing and/or serving food that is not part of the regular nutrition services
15 program.
16
- 17 2. Catering events that conflict with the regular hours of operation of the Nutrition Services
18 Department, and conflict with the work hours of Nutrition Services bargaining unit employees
19 shall be assigned as follows:
20
- 21 • First, a four-hour per day position will be established as a Child Nutritionist Catering Specialist.
22 The primary responsibility for this position is to staff catering events that conflict with Nutrition
23 Services' regular operations (events at non-school sites during hours of Nutrition Services
24 operations in the schools or barbeques). In order to fill in the hours of a regular position, the
25 Child Nutritionist Catering Specialist Helper shall be assigned to buildings with temporary
26 vacancies. In order to accommodate catering assignments, the start and end hours of the
27 position will be flexed as needed.
28
 - 29 • Secondly, catering assignments will be filled in the following order: 1) Catering List
30 Employees, unless the event conflicts with their regular assignments. 2) Retiree-Substitutes,
31 and 3) Substitutes.
32
- 33 3. Each catering event will be assigned to the kitchen in the building in which the event is being
34 held, or the kitchen with appropriate facilities. In the summer, the event may be assigned to a
35 kitchen that is open and has appropriate facilities. If the Child Nutritionist Manager in the
36 designated kitchen chooses to decline responsibility for an event scheduled away from her/his
37 building, it may be assigned to another kitchen.
38
- 39 4. Paragraph one of § 9.1 of the collective bargaining agreement governs the first level of staffing of
40 catering events: Nutrition Services bargaining unit employees in the kitchen with responsibility
41 for the catering event will have the opportunity to work the event, or decline the extra assignment
42 (without penalty).
43
- 44 5. If the catering event requires more staff than the responsible kitchen is able to provide, or staff
45 with experience and skills which is not available in the assigned kitchen, the event will be further
46 staffed by using the catering seniority list.
47
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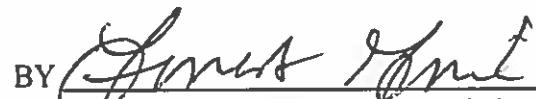
- 1 6. Nutrition Services employees who are interested in catering assignments, sign up for catering
2 work and this establishes their catering seniority date which creates the catering seniority list.
3 Following the execution of this agreement, the catering list will be opened for thirty calendar days
4 and employees not on the list may sign up. Employees currently on the list shall retain their
5 catering seniority date. Employees signing up will have the catering seniority date of the date they
6 were added to the list. Annually, in the month of September, the catering list will be opened for
7 employees to sign up.
8
9 7. Employees on leave will not be called for assignments, but will retain their places on the catering
10 list. Exception: Union presidential responsibilities at the time of a catering event will be excused
11 and the president shall retain their place on the catering seniority list. However, if a specific
12 assignment that requires experience and demonstrated skills are part of a catering event, the
13 District may assign that work to a Nutrition Services employee on the catering list who has
14 experience and/or demonstrated the necessary skills for that event.
15
16 8. If an employee does not accept three consecutive catering assignments when called, her/his name
17 will be moved to the bottom of the list. If an employee cannot be reached regarding a catering
18 event for two events in a row, then her/his name will be moved to the bottom of the list.
19
20 9. If a seniority tie-breaker is needed, the current provision in the collective bargaining agreement
21 will be utilized.
22
23

24 PUBLIC SCHOOL EMPLOYEES
25 OF WASHINGTON/SEIU Local 1948

26 TACOMA NUTRITION SERVICES CHAPTER

27 TACOMA SCHOOL DISTRICT NO. 10

28
29
30
31 BY 
32 Regina Coleman, Chapter President

31 BY 
32 Forrest Griek, Director, Labor Relations &
33 Whole Educator Support

34
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36 DATE 10-24-18

36 DATE 10/24/18

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**Memorandum of Understanding
Tacoma School District/PSE of Tacoma Food Service
2018-19 Clothing Stipend**

This Memorandum of Understanding is entered into by the Tacoma School District (District) and the Public School Employees of Public School Employees of Tacoma Food Service (Union).

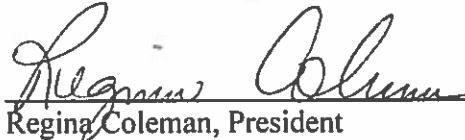
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1. Whereas the current annual Clothing Allowance allows employees to request reimbursement up to a maximum of \$200. However, the concept has changed to a Clothing Stipend of \$300 in the tentatively agreed to Collective Bargaining Agreement. Exhibit 1 reflects the \$300 clothing stipend less any clothing reimbursements that have been issued between September 1, 2018 and October 4, 2018. These amounts shall be paid to employees in their November 20, 2018, payroll.
 2. Exhibit 1 is attached hereto.

For the District:



Forrest Griek, Director
Labor Relations & Whole Educator Support

For Public School Employees of
Tacoma School District Food Services:



Regina Coleman, President
Public School Employees of Tacoma,
SEIU, Local 1948

Exhibit 1

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	EName	Total	2018-19 School Year Clothing Stipend Due to Employees
1	AJILI, TAMMY LEE	\$0.00	\$ 300.00
2	ALLEN, KIMBERLEY	\$198.34	\$ 101.66
3	ARMSTEAD, CRYSTAL	\$200.00	\$ 100.00
4	BAKER, CHRISTINA	\$0.00	\$ 300.00
5	BAKER, VICKI	\$177.07	\$ 122.93
6	BARDEN, JHAMARR	\$196.70	\$ 103.30
7	BARDEN, TANISHA	\$200.00	\$ 100.00
8	BARKER, CATHY	178.96	\$ 300.00
9	BARNES, VALERIE		\$ 300.00
10	BATES, CINDY	\$200.00	\$ 100.00
11	BATHURST, AIKO	\$184.62	\$ 115.38
12	BEALL, SHELLY	136.71	\$ 300.00
13	BEATTY, CHERI	\$0.00	\$ 300.00
14	BELKEVICH, SUSAN	\$200.00	\$ 100.00
15	BELL, BONNIE	\$0.00	\$ 300.00
16	BENNETT, ELIZABETH	\$200.00	\$ 100.00
17	BERGSETH, TINA	\$146.67	\$ 153.33
18	BILLGREN, TAMMY	\$187.21	\$ 112.79
19	BRECHEEN, NICOLE	\$193.74	\$ 106.26
20	BROWN STEWART, MAXINE	\$0.00	\$ 300.00
21	BROWN, REBEKAH	\$183.19	\$ 116.81
22	BURLESON, TRICIA	\$200.00	\$ 100.00
23	BUTLER, JANETTE	\$0.00	\$ 300.00
24	BYRNE, TABITHA	\$0.00	\$ 300.00
25	CABRERA, SHELA	\$0.00	\$ 300.00
26	CARTER, VINCENT	\$0.00	\$ 300.00
27	CAVAR, ANITA	\$0.00	\$ 300.00
28	CAVELTI, GLINDA	\$192.16	\$ 107.84
29	CE LIS, MARTHA	\$0.00	\$ 300.00
30	CHILDS, BARBARA	\$114.88	\$ 185.12
31	CHRISTIANSON, ANGELIQUE	\$144.61	\$ 155.39
32	COLBY, SARAH	\$0.00	\$ 300.00
33	COLEMAN, DAVID	\$0.00	\$ 300.00
34	COLEMAN, REGINA	\$0.00	\$ 300.00
35	COOKS, ELIZABETH	\$59.42	\$ 240.58
36	DAVIDSON, DENISE	\$0.00	\$ 300.00
37	DAVIS, ANITA	\$0.00	\$ 300.00
38	DAWKINS, EILEEN	\$0.00	\$ 300.00
39	DAWSON, CARMELLA	\$196.47	\$ 103.53
40	DE MOLINA, JUANA	\$200.00	\$ 100.00
41	DELGADO, YSABEL	\$200.00	\$ 100.00
42	DICKENS, KALEEN	\$0.00	\$ 300.00
43	DIXON, RAYLYN	\$200.00	\$ 100.00
44	DOBSON, JANIE	\$0.00	\$ 300.00
45	DOUCETT, GAY	\$77.10	\$ 222.90
46	DOUGHERTY, BRIDGETTE "Jet"	\$186.29	\$ 113.71
47	DURANT, JEANNA	\$200.00	\$ 100.00
48	EDMONDSON, PAULETTE	\$0.00	\$ 300.00
49	ELVIN, DOREEN	\$0.00	\$ 300.00
50	ENDFINGER, ILSE	\$200.00	\$ 100.00
51	ERICKSON, SHARANE	\$127.93	\$ 172.07
52	EVENS, THERESA	\$175.14	\$ 124.86
53	EVENSEN, LYNN	\$0.00	\$ 300.00
54	EZEOKIKE, PETER	\$0.00	\$ 300.00
55	FAIRCLOTH, NICHOLE	\$179.34	\$ 120.66
56	FIGGS, O S	\$0.00	\$ 300.00
57	FITZSIMMONS, BREANNE	\$99.10	\$ 200.90
58	FRANK, DIANE	\$0.00	\$ 300.00
59	FRANTZ, CORRINE	\$141.65	\$ 158.35
60	FRAZIER, BETTY	\$197.13	\$ 102.87

61	GAMBOA, TABITHA	\$0.00	\$ 300.00
62	GARDNER, ROBIN	\$200.00	\$ 100.00
63	GILSTRAP, CARL	\$200.00	\$ 100.00
64	GIVENS, SHANGA	\$0.00	\$ 300.00
65	GLEBOVA, MARINA	\$0.00	\$ 300.00
66	GONZALEZ, MANCILLA, GLORIA	\$200.00	\$ 100.00
67	GOODYEAR, GINA	\$26.40	\$ 273.60
68	GRAVES, JULIA	\$152.32	\$ 147.68
69	HAMILTON, VIOLA	\$0.00	\$ 300.00
70	HARDY, MARILYN	\$200.00	\$ 100.00
71	HARRIS, CHRISTINE	\$0.00	\$ 300.00
72	HARRIS, KATHLEEN	\$200.00	\$ 100.00
73	HASELHUHN, PAULINE	\$148.64	\$ 151.36
74	HATTON, MARY LOU	\$59.43	\$ 240.57
75	HEMMINGER, MARY	\$198.98	\$ 101.02
76	HERNANDEZ, MARIA	\$91.13	\$ 208.87
77	HOKE, EVIDA	\$200.00	\$ 100.00
78	HOPPER, SUSAN	\$0.00	\$ 300.00
79	JENNINGS, SHERRY	\$0.00	\$ 300.00
80	JOHNSON, AUDREY	\$195.88	\$ 104.12
81	JOHNSON, JOHNSON, JEOFREY	\$160.52	\$ 139.48
82	JOHNSON, LYNN	\$0.00	\$ 300.00
83	JONES, LENORE	\$0.00	\$ 300.00
84	JORDAN, SUZANE	\$184.92	\$ 115.08
85	KAVANAUGH, MICHELLE	\$200.00	\$ 100.00
86	KISER, GLENDA	\$0.00	\$ 300.00
87	KISER, KATHY	\$0.00	\$ 300.00
88	KNOX, LESLIE ORA	\$0.00	\$ 300.00
89	KNUTSEN, TONI	\$179.70	\$ 120.30
90	KRISHNA, PUSPA	\$198.78	\$ 101.22
91	LANDGREBE, CATHERINE	\$112.91	\$ 187.09
92	LARREAU, ELLA	\$0.00	\$ 300.00
93	LARSON, DEBORAH	\$173.40	\$ 126.60
94	LEASIOLAGI, MARY	\$0.00	\$ 300.00
95	LEE, SHANTIA	\$200.00	\$ 100.00
96	LEE, WENDY	\$143.32	\$ 156.68
97	LLANOS, ARACELIA	\$182.27	\$ 117.73
98	LOM, JEWEL	\$0.00	\$ 300.00
99	LOPEZ VILLCANA, ERIKA	\$0.00	\$ 300.00
100	LOPEZ, JUANA CLAUDIA	\$0.00	\$ 300.00
101	LOZANO, ROSALBA	\$0.00	\$ 300.00
102	MAIAYA, FIALELEIA (Fia)	\$200.00	\$ 100.00
103	MAIAYA, PRINCESS	\$187.26	\$ 112.74
104	MARZANO, NOREEN	\$119.86	\$ 180.14
105	MATTICH, ROSE MARIE	\$0.00	\$ 300.00
106	MATTSSEN, TAMARA	\$200.00	\$ 100.00
107	MAXEY, RUTH	\$0.00	\$ 300.00
108	McCLATCHEY, KAORI	\$0.00	\$ 300.00
109	McKINNEY, PAULA	\$109.94	\$ 190.06
110	MCNEILL, TRACIS	\$0.00	\$ 300.00
111	MEDLOCK, BONNIE	\$0.00	\$ 300.00
112	MENEGHEL, DEBORAH	\$200.00	\$ 100.00
113	MEYER, BONNIE	\$122.77	\$ 177.23
114	MEYER, DEBORAH	\$180.28	\$ 119.72
115	MILLER, ANNA	\$200.00	\$ 100.00
116	MOORE, PATRICIA	\$0.00	\$ 300.00
117	MORROW, SHEILA	\$0.00	\$ 300.00
118	MURPHY, BRYNEE	\$200.00	\$ 100.00
119	NANNA, CAROL ANN "Carrie"	\$87.16	\$ 212.84
120	NEAS, SANDRA	\$0.00	\$ 300.00
121	NELBACH, CYNTHIA	\$200.00	\$ 100.00
122	OJEDA CIRA, ROSA	\$0.00	\$ 300.00
123	OLSON, MA DE LA LUZ	\$0.00	\$ 300.00
124	OLSON, SUTINA	\$111.00	\$ 189.00

125	ORENDER, MADONNA	\$190.25	\$ 109.75
126	PATRICK, KARI	\$200.00	\$ 100.00
127	PAUL, CHERYL	\$0.00	\$ 300.00
128	PETERSON, SUSAN	\$0.00	\$ 300.00
129	PICK, CAROL	\$0.00	\$ 300.00
130	PLUDUMS, KATHLEEN	\$0.00	\$ 300.00
131	QUAN, THAO	\$191.18	\$ 108.82
132	RAGAN, CHERILYN	\$0.00	\$ 300.00
133	RAMIREZ, MARTHA	\$200.00	\$ 100.00
134	RAWLS, PATRICIA	\$130.76	\$ 169.24
135	REEVES, CHALAO	\$167.40	\$ 132.60
136	ROBERTS, FRANCESCA	\$199.76	\$ 299.76
137	RODOCKER, TRACYLIN	\$199.99	\$ 100.01
138	RODRIGUES, DENNY LOUIS	\$197.00	\$ 103.00
139	RODRIGUES, TINA M	\$200.00	\$ 100.00
140	ROMERO, KARLA	\$0.00	\$ 300.00
141	SAMUEL, STEPHANEE	\$197.97	\$ 102.03
142	SANBORN, MARY	\$0.00	\$ 300.00
143	SATCHER, RENEE	\$184.30	\$ 115.70
144	SCHMILING, CINDY	\$109.65	\$ 190.35
145	SCHWAB, GINA	\$200.00	\$ 100.00
146	SCOBIE, ELIZABETH	\$0.00	\$ 300.00
147	SENGCHANH, VIENGNENGUNE	\$72.72	\$ 227.28
148	SHARP, REBECCA LOUISE	\$110.13	\$ 189.87
149	SHAW, LATISIA	\$189.98	\$ 110.02
150	SHERLS, DEBORAH	\$166.59	\$ 133.41
151	SHOKRI, ELISEIDA	\$0.00	\$ 300.00
152	SIMPSON, PATRICIA	\$200.00	\$ 100.00
153	SMITHERMAN, ASHTON	\$200.00	\$ 100.00
154	STEEVES, SCOTT	\$0.00	\$ 300.00
155	STROH, MICHELLE	\$152.86	\$ 147.14
156	SWAFFORD, EVETTE	\$200.00	\$ 100.00
157	TACHELL, BECKY	\$0.00	\$ 300.00
158	TALLMAN, CHERYL	\$200.00	\$ 100.00
159	TEKMENZI, LARISA	\$200.00	\$ 100.00
160	TEKMENZI, VALENTINA	\$0.00	\$ 300.00
161	TILTON, ANNAMARIE	\$200.00	\$ 100.00
162	TINER, WALTRAUD "VAL"	\$0.00	\$ 300.00
163	TOBOLA, KAREN	\$172.35	\$ 127.65
164	TRUJILLO, FELIX	\$200.00	\$ 100.00
165	TWINE, KRISTEN	\$200.00	\$ 100.00
166	TYNDALL, SHAWN	\$86.03	\$ 213.97
167	VALADEZ, HELEN	\$197.23	\$ 102.77
168	WEATHERSPOON, KEYSHIA	\$163.07	\$ 136.93
169	WILLIAMS, ARISA	\$149.55	\$ 150.45
170	WILLIAMS, DORTHEA	\$0.00	\$ 300.00
171	WILLIAMS, VALERIE	\$200.00	\$ 100.00
172	WINDER, CANDICE	\$198.44	\$ 101.56
173	WOODWORTH, LINDSY	\$180.16	\$ 119.84
174	ZIMMERMAN, TINA	\$0.00	\$ 300.00

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**Memorandum of Understanding
Tacoma School District/PSE of Tacoma Food Service**

This Memorandum of Understanding is entered into by the Tacoma School District (District) and the Public School Employees of Public School Employees of Tacoma Food Service (Union).

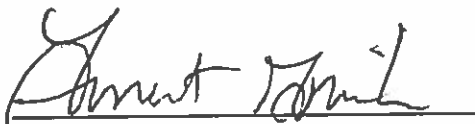
1. Effects Bargaining Resolution:

- a. Up to twelve (12) hours of training, per employee, taking place at the Professional Development Center (RDC), from September 4th to the 10th, shall not be deducted from the professional development allocations specified in Section 14.1 of the Agreement i.e. the twenty (20) hours per employees as well as the \$20,000 mitigation fund.
- b. For purposes of the application of Section 6.4 Attendance Incentive for the 2018-19 schoolyear only the "first day of work" shall be considered September 17, 2018. Therefore, any leave taken between September 5 and 17, 2018 shall be not be considered the taking of leave as stated in Section 6.4 of the Agreement.

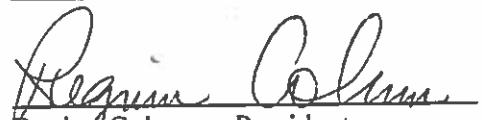
2. Schedule A:

- a. The attached Schedule A for the 2018-19 school year will be retroactive to September 1, 2018, in a lump payment in November 20th, 2018 payroll provided this tentative agreement is ratified by the Union and approved by the District School Board.

For the District:


Forrest Griek, Director
Labor Relations & Whole Educator Support

For Public School Employees of
Tacoma School District Food Services:


Regina Coleman, President
Public School Employees of Tacoma,
SEIU, Local 1948



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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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"/>
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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

Adoption Date: 10/28/99, Revised: 10/08/15