

September 1, 2022 – August 31, 2025

# Collective Bargaining Agreement

*between*

Spokane School District No. 81  
Board of Directors  
and the  
Spokane Education  
Association

*Representing*

***Nutrition Services***



Spokane Public Schools  
*excellence for everyone*

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## PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the “District,” and the Spokane Education Association, hereinafter referred to as the “Association,” on behalf of the Nutrition Services employees of the District.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society.

The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our joint efforts to develop trust and respect in the organization will focus on a strong commitment to:

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

**Improved Student Learning** – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that all members of the education community share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

**Site-Based Governance** – The Association and the District support efforts to decentralize the decision-making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental

issues of school improvement. No decisions made by site-based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

**Parent and Community Engagement** – The Association and the District agree on the importance of engaging parents and community members in our schools in ways that connect them to student learning. We believe that parent and community support is key to maintaining an effective public education system in a democratic society. We will continue to look for ways to bring parents and community into our schools so that they develop a clearer understanding of educational issues. We value the contributions that parents and community members make to the educational process.

## **ARTICLE I – ADMINISTRATION**

### **Section 1 – Definitions**

- A. The term "District" shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the district business office is open for business with the public unless otherwise specified in specific sections of this agreement.
- H. The term "Superintendent" shall mean the Chief Administrative Officer of the District or their designee.
- I. The term "President" shall mean the President of the Association or their designee.
- J. The term "seniority" shall mean length of service within the District as an employee in a regular (non-substitute) Nutrition Services position regardless of the number of hours worked.
- K. The term "program" shall mean the Nutrition Services Department in the Spokane School District.
- L. The term "RCW" shall mean the Revised Code of Washington.
- M. The term "WAC" shall mean the Washington Administrative Code.

### **Section 2 – Recognition**

- A. The District hereby recognizes the Spokane Education Association an affiliate of the Washington Education Association and the National Education Association, as the

exclusive bargaining representative for all Nutrition Services personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.), and part-time Nutrition Services employees employed by the District. Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief administrators of the District, other Nutrition Services positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.

- B. Disagreements regarding representation of a Nutrition Services position shall be resolved by petition to PERC.
- C. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary or inconsistent with its terms.
- D. The District will not contract out an entire bargaining unit's work, or an entire department's work within a bargaining unit, to an outside contractor.

### **Section 3 – Conformity to Law**

- A. If any provision of this Agreement or if the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and PERC (Public Employment Relations Commission) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.
- B. If any provision of this agreement or of the application of such provision should be found contrary, the District and Association shall enter into negotiations within ten (10) days.

### **Section 4 – Nondiscrimination**

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide or service animal by a person with a disability, or honorably-discharged veteran or military status. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

- B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board, or its representatives.
- C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.
- D. The District agrees not to interfere with the rights of employees to become members of the Association.
- E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.
- F. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting numbers shall include both the singular and the plural.

#### **Section 5 – Embodiment**

- A. The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

#### **Section 6 – Contract Waiver Process**

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with Labor Management.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff:
  - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum C):
    - a. The contract provisions to be waived.
    - b. The goal, objective or action that requires the waiver.
    - c. The policy, guidelines or procedures that replace the contract provisions to be waived.

- d. Verify that initial communication with Human Resources and SEA has occurred regarding the viability of the contract waiver.
  2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. "Affected SEA members" shall be identified by the District and Association.
  3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
  4. All affected SEA members in the building shall vote on the waiver request. "Affected SEA members" shall be determined by the Association. Voting shall be done by secret, paper ballot or an anonymous on-line voting system.
  5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
  6. Eighty-five percent (85%) or more of the affected SEA members must approve the waiver request in order for it to continue the process for approval.
  7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
  8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only and can be renewed for one (1) additional year by a majority vote unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

#### **Section 7 – Distribution of Agreement**

- A. Following ratification and signing of this Agreement, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the

Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.

- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

## **ARTICLE II – BUSINESS**

### **Section 1 – Administration of the Agreement**

- A. The District and the Association shall conduct regular labor/management meetings for the purpose of providing continuing communication between the parties and promoting constructive Labor Management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss district and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish a Nutrition Services Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.

### **Section 2 – Committees**

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at Labor Management if the committee shall be a joint committee or a district committee.
  - 1. An SEA Representative shall not be excluded from attending a district committee meeting as an observer.
  - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

### **Section 3 – Dues Deduction**

- A. Association Dues
  - 1. Association dues are determined by the Association. Questions about dues should be directed to the Association. Changes to dues deduction amounts shall be provided to the District by September 1<sup>st</sup> of each year.
  - 2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10<sup>th</sup> of each month.

3. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
4. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.
5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the WEA by the employee.

#### **Section 4 – Association Rights**

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.
- B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal.
- C. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.
- D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:
  1. Association meetings and announcements;
  2. Official policy statements of the Association;
  3. Reports of Association committees;
  4. Association Election notices;
  5. Recreational and social affairs of the Association;

6. Other official Association notices

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school district materials in the transaction of Association business without reimbursement to the District.

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. The Association will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.
- H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and the District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.
  - 1. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.
- I. If the District is sponsoring a job or benefit fair, it will make every effort to invite the Association who will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. The Association will assume any costs for having a booth at the event. This provision is not subject to the grievance process.
- J. On the first District working day of each month, the District will provide a report of represented employee positions that includes employee name, employee ID, mailing address, hire date, work location, position description, bargaining unit, anticipated salary, and work email.

**Section 5 – Management Rights**

- A. The District retains the right, unless modified by specific provisions within this agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause, relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number and kinds of personnel required.

- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.
- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. The parties agree that, in specified provisions of this Agreement, final decisions are reserved exclusively with the District Management. Such matters are referred to as “final authority matters.” Final decisions shall not be subject to the grievance procedures.

**Section 6 – No Strike/No Lockout**

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some othertime.
- C. This section is inoperative during periods in which the Agreement is reopened.

## ARTICLE III – PERSONNEL

### Section 1 – Job Descriptions

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
  - 1. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit or job title. Any represented employee may submit written recommendations regarding job descriptions to Human Resources.
  - 2. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
  - 3. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
  - 4. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be held harmless as deemed qualified for assignment under that job description, except for changes in required licensing or state and federal laws which all employees must meet.
- B. When an employee feels that their being asked to perform inappropriate job duties, the employee has the right to discuss the concern with their supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.
- C. In the event a new job title or level is established, the applicable wage rate shall be negotiated. Once the rate for the new job title or level is established it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new job title or level. Every effort will be made to negotiate the new salary as soon as reasonably possible.
- D. New hires are required to pass a physical exam done by an outside firm and meet the physical requirements as specified in the job description. Employees wishing to transfer from a non- lifting position to a lifting position will be required to pass a physical exam done by an outside firm.

## **Section 2 – New Hire and Transfer/Reassignment/Promotion Probationary Periods**

- A. Any newly hired employee, except those with substitute status, shall serve a probationary period for the first sixty (60) working days of employment.
  - 1. Probationary employees may be discharged at the discretion of the district during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.
  - 2. Probationary employees are covered by all terms and conditions of this agreement except layoff/recall, progressive discipline, and grievance process.
  - 3. Probationary employees shall accrue no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
  - 4. New hire probationary employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by their primary evaluator. Employees determined to have an unsatisfactory performance level will be provided with specific concerns to be addressed prior to completion of their probationary period in order to continue employment.
  - 5. New hire employees are not eligible for transfer while they are serving their probationary period unless they have applied for a position which would increase their hours or level and the external pool of applicants for the position is less qualified.
- B. Employees who have been promoted shall serve a probationary period of forty (40) working days in the new position.
  - 1. If, during such probationary period, the District determines that an employee is not capable of continuing in the position to which they are promoted the employee shall revert to the position they vacated, if it is still available.
  - 2. If the position is not available, the employee shall return to a position of equal classification and hourly rate, or to a position which is mutually agreeable to the District and the employee.

## **Section 3- Employee Evaluation**

- A. Performance Evaluation Process for Non-Probationary Employees
  - 1. The parties agree that performance concerns will not be addressed for the first time on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.

2. All employees shall have one evaluation per year. Employees on performance probation shall receive additional evaluations.
3. Evaluations will be completed on a form developed by the District after consultation with the Association. This form shall be found on the District's website.
4. Evaluations will be completed on or before the last day of May. Evaluations shall be based on data collected by the evaluator(s) from the current year only.
5. The primary evaluator shall be the site supervisor. Kitchen managers shall provide input. A member of the school's administrative team shall also provide input onto manager evaluations and may provide input for others in the kitchen.
6. Supervisors shall conduct site visitations to observe operations and gather their own verified information for the evaluation(s). Any information collected that may negatively impact the employee's annual evaluation must be put in writing and given to the employee within ten (10) days of the knowledge of the verified information. The employee or the supervisor may request a meeting to discuss the negative information.
7. An employee shall be given a copy of any written evaluation by their primary evaluators at least three (3) working days before any conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file without their review. An employee has the right to attach comments to all evaluations.
  - a. An employee with satisfactory marks in all areas may decline to meet with their supervisor(s).
  - b. Employees with a Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator.
8. An employee who receives an overall unsatisfactory rating on their annual evaluation report may be placed on probation at the discretion of the District.

#### **Section 4 – Employee Performance Probation Process**

- A. If an employee is put on probation for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report, performance deficiencies will be communicated to the employee.
- B. Any probationary period will last a minimum of forty-five (45) working days. The forty-five (45) day probationary period shall start the day after the employee is given a plan of probation in a meeting. The plan shall be in writing. The plan shall include suggestions and support for improvement of their performance.

- C. Employees are not eligible for voluntary transfer while they are on probation.
- D. Any employee on probation shall be removed from probation at any time the employee has demonstrated improvement to the satisfaction of the primary evaluator(s), in those areas specifically detailed in their notice of probation. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the conditions of probation. Probation may be extended if the employee shows sufficient improvement, but is still deficient in some areas, as determined by the District.
- E. If the employee on probation has not demonstrated sufficient improvement after completion of the probationary period, a recommendation may be made to the School Board that the employee may be terminated.

## **Section 5 – Employee Files**

### **A. Personnel Files**

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.
3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of their file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).
6. The employee may request an additional individual, chosen by the employee, to be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, their personnel file. The employee shall have an opportunity to attach written comments to anything in their file.
8. Any derogatory document not provided to an employee within fifteen (15) workdays after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
  - a. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed

in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach their own comments.

- b. Such written response shall become part of the employee's written personnel records.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

#### B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at their work site for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within twenty-four (24) hours if possible, for such review.
  - a. The employee may choose to have a representative present.
  - b. The employee may copy materials from the file at their own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.
  - a. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the personnel director's office.

#### C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

#### D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.
2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.
3. Records of grievances are not kept in the personnel file.
4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.
5. District records will be kept separate from other District files.

#### E. Document Removal from Supervisor and Personnel File

##### 1. Counseling Memo and Verbal Warnings

- a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.
- b. After eighteen (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.
- c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.
- d. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.

##### 2. Written Warnings and Written Reprimands

- a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.
- b. The new level of the discipline will be noted as revised and dated on the original document.

- c. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only.
- F. Applicability of Public Disclosure Laws: Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

## **Section 6 – Progressive Discipline**

- A. The District has the right to discipline, suspend, or dismiss for just cause.
  - 1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
  - 2. All disciplinary action shall be in accordance with the principles of progressive discipline.
  - 3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
  - 4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
  - 5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the "Employee Files" section of this agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by their supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, they shall notify the employee of the nature of the concern which has come to their attention and allow the employee an opportunity to meet with the supervisor and respond.
  - 1. At the beginning of a personnel investigation, the employee will be provided with written information that describes the investigative process.
  - 2. Such notification must include complainant(s)' name(s).
  - 3. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
  - 4. The District may hand deliver the letter of discipline to the employee without calling a special meeting after the investigation is complete and if the district chooses to discipline the employee.

5. An employee shall have the right to attach a statement to any written record placed in their file as a result of disciplinary action and shall have access to the grievance procedure.
6. Discipline can be removed from employee files consistent with the applicable provisions in Employee files.

#### **Section 7 – Termination of Employment**

- A. An employee shall give two (2) weeks' notice of termination. Such notice shall be in writing to Nutrition Services department with a copy to the immediate supervisor and shall include the reason for termination. Employees will forfeit accrued benefits except sick leave upon failure to notify the appropriate supervisor two (2) weeks in advance of termination. Employees will be liable for reimbursement to the District for salary and/or benefits used but not earned.
- B. The District will give each covered employee not less than two (2) weeks' notice of intended termination, except in cases of immediate discharge. Exceptions to this would be probationary employees.
- C. By mutual agreement between the Nutrition Services department and the employee, the two (2) weeks' notice period may be waived.

#### **Section 8 – Seniority**

- A. Seniority shall be determined by the date of assignment to a regular (non-substitute) Nutrition Services position regardless of the number of hours worked.
  1. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
  2. Seniority is earned when an employee uses paid leave as outlined in the Collective Bargaining Agreement.
  3. An employee shall not accrue seniority while on an unpaid leave beyond twenty (20) days.
- B. A paid holiday shall be counted as the first working day in applicable situations.
- C. Tie Breaker Process:

1. In the event two or more employees have the same seniority date, the tie shall be broken as determined by a number drawn lottery. The winner is the most senior.
  2. Should a subsequent event arise involving the same employees, a new lottery will be conducted.
  3. The Association and all employees so affected shall be notified in writing or by telephone of the date, place and time of the lottery.
  4. The number drawn lottery shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- D. The District will make an initial seniority list available annually, by the end of the first week in March. Employees shall contact the District within fifteen (15) days of the seniority list being published if there is a dispute to their seniority placement. The final seniority list will be posted by the last working day in March. The list will not include employee social security numbers.
- E. An employee who is involuntarily laid off shall be credited with accrued seniority upon rehire.
- F. Seniority is only accrued during the employee's normal work year. Summer work is excluded when calculating seniority.
- G. Employees who voluntarily terminate, resign, retire or transfer to a non-bargaining unit position shall forfeit their seniority with the District.

## **Section 9 – Assignments and Transfers**

- A. Definition of Terms:
1. **ASSIGNMENT:** An individual's current job title and building.
  2. **REASSIGNMENT:** A change in location, due to program needs, but with the same job title and hours within a half an hour.
  3. **INCREASE OF HOURS:** An increase of up to two (2) hours in the same job title at the same building, based on program needs, may be added to existing kitchen staff prior to posting a vacancy. Should the increase in hours create a position that become benefit eligible, the District will communicate with SEA.
  4. **VACANCY:** A job that is to be filled as determined by the District.
  5. **TRANSFER:** Voluntary or involuntary movement of staff.

- a. INVOLUNTARY TRANSFER: Placement by the District in a different assignment or changing employee's hours, beyond one-half (1/2) hour, but at the same hourly rate of pay.
  - b. VOLUNTARY TRANSFER: Decision by an employee to request movement from one assignment to another within the same rate of pay or lower.
6. PROMOTION: When an employee is selected for a different assignment at a higher rate of pay.

B. Sequence of Assignments and Transfers:

1. Building/program reassignments.
2. Declaration of vacancies as they become available.
3. Placement of employees who have been previously involuntarily transferred.
4. Placement of new involuntary transfers if there is a need.
5. At the employee's request, placement of employees who have been previously involuntarily reassigned.
6. Placement of returns from leave.
7. Posting of vacancies:
  - a. Transfer candidates will be considered for open positions first.
  - b. External candidates will be considered only after no transfer candidates are selected.

C. Placement Procedures

1. Building/Program Reassignment Procedure:
  - a. Reassignment occurs when an employee, due to program need, is moved from one site to another into an open position at the same job title within one half an hour (1/2).
  - b. The District shall seek volunteers to stay in the kitchen in the event hours are reduced, or a lower paying position is available. A volunteer can only exercise this option if there are open/unfilled hours available.
  - c. The least senior employee shall be the one reassigned.

- i. Employee questions and/or input about reassignment location shall be considered prior to placement.
  - ii. Decisions will not be made in a retaliatory, arbitrary or capricious manner.
- d. Employees may only be involuntarily reassigned into positions through this provision that are within one half hour (1/2) of their original assignment. In no case shall an employee receive a promotion through this provision.
- e. If an employee is reassigned, the employee may request to return to their previous assignment if it becomes available during the school year in which the reassignment occurred.
  - i. At the time of reassignment, the employee may complete a form indicating their desire to return to their previous assignment.
  - ii. If a job opens from which an employee was previously reassigned, the District shall contact the employee to notify the employee of the opening and to determine if the employee wants to return.
  - iii. Should the employee wish to return, the employee shall be granted the position.

D. Declaration of Vacancies Procedures: The District will identify all known vacancies as they occur throughout the year.

E. Placement of Employees who are on Involuntary Transfer Status from Prior Years Procedure:

1. The District will generate a list of those who are under involuntary transfer status from one (1) prior school year.
2. Based on known available vacancies and the information on the return to a comparable position from, employees will be offered transfers. Employees not matched to openings will remain on involuntary status until a match is offered.
3. Employees offered a match may decline and remain where they are currently assigned but will be taken off of involuntary transfer status.

F. Involuntary Transfer Procedures:

1. Involuntary transfer occurs when one or more positions are being eliminated from a site and there are no open positions at the same job title for the same hours within one half hour (1/2) to which employees may be reassigned.

2. Prior to any involuntary transfers occurring, the District will identify the location and number of staff needing to be transferred.
3. The District shall provide a list of open positions to employees being involuntarily transferred three (3) days prior to the involuntary transfer meeting.
4. In an attempt to prevent involuntary transfers, the District will seek volunteers.
  - a. When choosing jobs, these volunteers maintain their seniority.
  - b. Volunteers may choose to accept a lower paying job or a job with fewer hours but in the same kitchen.
  - c. Employees may remove their name from the involuntary transfer list no later than twenty-four (24) hours prior to the involuntary transfer meeting.
5. Employees identified for involuntary transfer will be least senior at the identified site in the selected job title to be reduced.
6. Involuntary transfer meeting:
  - a. A phone conference may be held if only one employee is being affected.
  - b. All identified surplus staff within the bargaining unit will be ranked from most to least senior.
  - c. All known vacancies within the bargaining unit will be listed.
  - d. Beginning with the most senior person to be involuntarily transferred they will be allowed to choose an assignment for which they are qualified from the available vacancies. If there are no vacancies, the District will follow the layoff procedures negotiated in this Agreement.
7. If no vacancies exist in the same job title within one half (1/2) hour of the employee's previous assignment, the identified person will displace the least senior employee in that job title.
  - a. Should there be a vacancy in another job title at the same pay level, the least senior person shall be transferred into the open position.
  - b. If there is an involuntarily transferred employee for which there is no job at their pay level or assignment, the employee shall be moved into a vacant position at the next lowest pay level. The employee shall maintain their current hourly rate of pay.
  - c. If there is no vacant position at the next level of pay, the employee shall have the ability to displace the least senior employee at the next lowest

pay level, as long as they have greater bargaining unit seniority. The employee shall maintain their current hourly rate of pay.

8. An employee may only access positions through this provision that are within one half hour (1/2) of their original assignment. In no case shall an employee receive a promotion through this provision. Should there be no available position open within one half (1/2) hour, the employee shall go into layoff status.
9. Selection of a site includes agreement with any prior approved waivers.
10. If the involuntary transfer does not agree to accept any prior approved waivers at any of the available options they may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
11. When an involuntary transfer occurs, the employee will fill out a form indicating a comparable position to which they wish to be returned. Comparable position may include work site, shifts, or both.
12. An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason for the transfer. The employee can, at their option, have an Association representative present at such meeting.
13. No employee shall be involuntarily transferred two years in a row unless a position is eliminated due to program changes.
14. An employee involuntarily transferred shall receive seven (7) business days' notice prior to such transfer.
15. Where two (2) sites are combined, the most senior employee of the two becomes the employee at the combined site. The least senior of the two (2) is allowed to displace the least senior of the entire list of employees through the involuntary transfer procedures outlined in this provision, or through the layoff and recall provisions, if applicable.

G. Returns from Leave Procedure:

1. Prior to departing on a leave of absence, the employee will fill out a form indicating the type of position to which they wish to be returned. Options may include work site, shifts, or both.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible based on their indicated interest and their qualifications.
3. Agreement to take the leave of absence means the employee is willing to accept the waiver and any approved variances at the building where they are placed.

#### H. Posting of Vacancies:

1. Vacancies will be posted as soon as reasonably possible. Consideration shall be given to the workload in the kitchens when determining the posting of positions.
2. Vacancies shall be posted on the District website for a minimum of five (5) days.
3. Notice of vacancies shall also be sent to all employees by the Nutrition Services Department.
4. Staff with limited or no computer access may coordinate access to a computer via Human Resources.
5. No positions shall be posted over the summer unless the District notifies the bargaining unit prior to the end of the school year. In the event the District does not post positions over the summer, positions shall begin being posted after the first day all employees are required to return to work.
6. The Notice of Position Vacancy shall contain all information necessary for an employee to evaluate their interest in the position. For example:
  - a. Position location and supervisor;
  - b. Description of responsibilities, qualifications, and terms and conditions of employment;
  - c. Timelines and procedures for filling the vacancy.

#### I. Voluntary Transfer Procedure:

1. A voluntary transfer occurs when an employee requests a move from one building to another, but within the same job title. An employee may gain or lose hours through a voluntary transfer.
2. Requests for transfer to a different position within the bargaining unit must be made on a form provided by the District as specific openings become available.
3. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.
4. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

5. The employee selected for transfer must meet qualification requirements for the position and whose most recent performance evaluation showed satisfactory ratings.
6. Should two or more employees meet the qualifications the position will be awarded based on seniority.
7. Employees may choose to demote to a lower position using the following process:
  - a. Complete the designated voluntary transfer form.
  - b. The District places the employee in the pool of interested candidates requesting a transfer to the open position.
  - c. The most senior qualified employee in the voluntary transfer pool shall receive the position.
8. The employee must agree to any prior approved site waivers.
9. An opportunity to match the employee to the requirements and for the employee to learn first-hand what the job entails will be provided through a face-to-face meeting between the employee and the supervisor of the site/program prior to granting the transfer.
10. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why they did not receive the assignment.
11. An employee who is selected for a voluntary transfer will begin the new position on the required start date.
  - a. A substitute will be placed in the employee's former position, if needed.
  - b. A permanent replacement will not be hired for the employee's former position until any employees have an opportunity to complete the grievance hearing process.
  - c. The grievant must initiate the process within five (5) working days of being notified by Human Resource that they have not been selected for the position.

J. Promotion:

1. Employees may complete an application for a position that is a promotion. A promotion is an assignment whereby the employee receives increased hourly pay through changing job title.

2. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a promotion request form with Human Resources prior to leaving for the break.
3. The employee selected for promotion must meet qualifications for the position as described in the job description and must complete the following steps in the process for promotion:
  - a. Become familiar with the specific responsibilities and safety and maintenance procedures that are a part of the position.
  - b. Visit the site and meeting with the supervisor/worksite administrator to discuss specific site needs.
  - c. Sign any prior approved contract waivers.
  - d. Complete a screening process by the Human Resources Department to determine prior successful experience, related skills or expertise, and overall match to the new position.
  - e. An interview committee will be formed that includes the following:
    - i. An HR representative will be present to assist in the interviews.
      - 1) This person does not have to be the same person for each recruitment.
    - ii. The supervisor for the kitchen where the open position exists shall sit on the interview committee.
    - iii. Every effort will be made to include the kitchen manager as part of the interview committee. If it is the kitchen manager position to be filled, every effort will be made to include another representative of the kitchen as part of the interview committee. A supervisory designee may sit on the committee in the event the supervisor cannot be at the interview.
      - 1) In the event there are no employees in the kitchen, another employee from the trained pool of NS employees will sit on the committee.
    - iv. The top five (5) most qualified employees shall be granted an interview per open position.
4. Process for Promotion

- v. HR or an NS Supervisor will be responsible for calling all internal applicants and sharing the hiring selection outcome.
  - 1) For candidates who were not selected for the position, the NS Supervisor or HR will provide feedback to the applicant, if requested by the applicant.
- vi. Should the interview committee determine that two (2) or more employees match the requirements listed above, the position will be awarded based on the following:
  - 1) First consideration: seniority
  - 2) Second consideration: prior work experience as it relates to the posted opening and/or other related experiences. In-district nutrition services experience, subbing out of class and cross-training experience, shall be strongly considered.
- K. Posting of Vacancies: Vacancies will be posted to individuals outside of the bargaining unit after all reassignment, transfer, and promotion placements have been made.
- L. Special Needs Transfer: The District and the Association may agree to the special placement of a staff member for unique circumstances into an open position. Such placements would by-pass other transfer provisions and be agreed to by the employee.
- M. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.
- N. All educational requirements must be met before a position is offered.
  - 1. For newly hired employees, all non-educational requirements (i.e. food handler's permit, etc.) for the position must be obtained within fourteen (14) days of hire.
  - 2. If the employee does not obtain required certifications/permits within the fourteen (14) days, the conditional offer of hire will be withdrawn and the employee will be terminated.
  - 3. Current employees must maintain valid certificates/permits as required for the position.
    - a. Failure to do so will result in the employee being placed on unpaid leave until all required certificates/permits have been obtained. Such unpaid leave will not exceed sixty (60) days.

- b. If the required certificates/permits are not obtained within sixty (60) days, the employee will be terminated from employment.

O. Subbing out of Class: Employees may assume the assignments of others out on leave for less than three (3) months.

1. Such assignments shall be made within a site first. Assignments shall be made by seniority as long as the employee is qualified to assume the position.
2. When the employee subs out of class, the employee will log back into the timekeeping system selecting the assignment in which they will be substituting, upon implementation.
3. In the first days of school, the District shall request names of employees wishing to sub out of class at other sites. After ten (10) days, the District shall publish the list in seniority order and use the list to make assignments.
4. Substitutes will only be brought in for the lowest paid positions unless no employee is qualified.

P. Cross training: A position identified as being open due to a leave of absence, illness, or future involuntary transfer that is three (3) calendar months to one (1) year in length will be considered a cross-training position.

1. Positions will be offered to the affected kitchen team first. If no qualified kitchen team member accepts the position, it will be posted following cross-training procedures.
2. The normal job posting process will be followed when filing cross-training positions.
3. The intent of this language is as follows:
  - a. First: Employees of a lesser paying position will fill higher paying positions as a training opportunity.
  - b. Second: Lateral transfers in the event there are no applicants for filing higher paying positions.
4. Employees shall only qualify for one (1) cross-training opportunity per year unless no other qualified employee shows interest.
5. The District shall provide the Association and the Nutrition Services Leadership Team, a monthly list of employees in cross-training positions.
6. An employee with current performance deficiencies may be denied a cross-training position.

7. Only one (1) cross-training opportunity that removes an employee from a kitchen will be approved per site, unless with supervisory approval.
8. If cross-training results in a promotion, the employee will receive the rate of pay for the position according to the Collective Bargaining Agreement and shall not have the voluntary transfer rights into open posted positions within that job title.
9. When a cross-training position ends, the cross-training employees shall be returned to their former position.

#### **Section 10 – Reduction of Hours**

- A. Employee hours shall not be reduced during the work year without employee consent unless the program is reduced or eliminated.
- B. Reduction in hours shall be determined only after analysis of the type of work that needs to be completed. This analysis is made by the kitchen manager and the supervisor.
  1. Hours to be reduced shall be taken from the least senior employee, as long as the reduction will not interfere with the preparation and time of service needs. Seniority is defined as district seniority.
  2. The kitchen staff may request to provide input to the Director and supervisor regarding alternatives to reducing hours from someone other than the least senior employee in the kitchen.
- C. An employee or group of employees may volunteer to take the reduction in hours, provided the reduction in hours will meet the production needs of the kitchen. The reduction in hours shall not be arbitrary, capricious or retaliatory.
- D. As a kitchen regains hours, those hours shall be assigned to the most senior employee until they have regained their lost hours, unless the preparation and time of service needs are not being met. Additional hours shall then go to the next senior employee, provided preparation and time of service needs are being met. Addition of hours shall not be arbitrary, capricious or retaliatory.

#### **Section 11 – Layoff and Recall**

Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition for economic reasons only. Recall provisions shall not apply to new hire probationary employees.

##### **A. Layoff**

1. Any employee affected by layoff shall receive written notification thirty (30) calendar days prior to the layoff taking effect. The Association shall be notified.

2. Prior to laying any employee off, the District will seek volunteers for layoff. Employees may choose to go into voluntary layoff, until a position of similar hours and pay level is available. Employees will remain in voluntary layoff status until a position of similar hours is available or the recall period of twenty-four (24) months expires, whichever comes first.
3. When there is a District wide reduction of hours, the District will follow the procedures as outlined below.
  - a. The District will seek preferences from each employee in the pay level and job titles to be affected by the reductions. Preference choices include:
    - i. Staying at a specific site no matter the hours or pay level, or
    - ii. Keeping hours as closely as possible to currently assigned hours
  - b. Starting with the most senior person affected by the reduction of hours, the District will use the preference sheets to place employees into open positions.
  - c. Once the process is followed for placement decisions, this will be a final authority matter.
4. Employees will be laid off by job title in reverse seniority order until the designated staffing level is reached in each job title.
5. Laid off employees will be offered open positions within one half (1/2) of their original assignment by pay level and seniority order. Employees will be able to select a position for the list of open positions by seniority.
6. Employees will move from a higher pay level to a lower position by seniority. The least senior employees at each pay level shall be the employee determined to move to a lower position.
7. This movement can be within the same pay level or lower and in line with seniority order:
  - a. Managers (Manager IV; Manager III, Manager II; Manager I)
  - b. Secondary Assistant Managers/Transport Managers
  - c. Elementary Assistant Manager
  - d. Prep Worker
8. Seniority for the purpose of the section shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hiring date.

9. Seniority earned before the layoff will not be forfeited when an employee returns on recall.
10. The District reserves the right to reassign employees to other locations.

#### B. Recall Pool

1. Employees shall remain in the recall pool for twenty-four (24) months.
2. Employees in the recall pool shall have the first right to substitute positions using the Nutrition Services substitute calling process should they wish to enter the substitute pool during the twenty-four (24) month recall period.
3. Laid off employees are eligible for continuation of health benefits consistent with the provisions of COBRA.

#### C. Recall

1. Employees shall be recalled based on seniority. The most senior shall be recalled first by pay level.
2. Laid off employees shall be recalled into any positions for which they are qualified. If an employee is recalled into a position that is at a lower pay level, they maintain their recall rights until they have regained a position at the pay level from which they were laid off for a period of twenty-four (24) months.
3. Employees that have been displaced from their previous job title as part of the layoff process as described above, shall have first right of refusal to any open position in the job classification they left. This provision lasts for a period of twenty-four (24) months.
4. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District records.
  - a. The recall notice shall state the time and date on which the employee is to report back to work.
  - b. It shall be the employee's responsibility to keep the District notified as to their current mailing address.
  - c. If a certified letter, return receipt requested, fails to produce a response from the affected employee within seven (7) calendar days of sending the letter of recall, then the District shall be absolved from any further responsibility to attempt to locate the employee, and that employee shall lose seniority and recall rights.

- d. Employees recalled to work for which they are qualified are obligated to take said work at the pay level and within a half an hour (1/2) of their previous position. Employees may decline taking a position at a pay level less than the position that was previously held and remain in the recall pool.
- e. An employee who declines recall to perform work for which they are qualified at the previous pay level, shall forfeit their seniority and recall rights.
- f. In no case shall a new employee be hired by the District, other than on-call substitutes, while there are laid off employees who are qualified for a vacant or newly-created position.

## **Section 12 – Hours of Work and Overtime**

- A. Employees covered by this Agreement shall be assigned a definite number of hours to be worked per day. Employees shall have regular shift hours. Should building or production needs require a change to shift schedules, five (5) working days' notice shall be given, excluding emergencies.
- B. All kitchen managers shall have 1.5 hours per week of dedicated bookwork time included into their normal shift schedule in addition to normal kitchen production work which is determined by the staffing formula. In situations where the kitchen manager would qualify for overtime in order to get the bookwork time, additional hours shall be added to other kitchen staff to make up the difference in hours, and shall not result in overtime for kitchen staff.
- C. The district will hire one or more itinerant kitchen staff as determined by program need, who are able to move from site to site to fill open positions.
  - 1. Itinerants will only be brought into kitchens after subbing out of class and cross training opportunities have been offered to the employees in the kitchen.
  - 2. These employees will be paid at the secondary assistant manager rate of pay and will be schedule to work up to eight (8) and no less than five (5) hours a day. In the event there are no applicants, the hours offered for itinerants will be addressed at Leadership Team. Itinerants can be moved between buildings to support various kitchens' needs during the day.
  - 3. These employees shall have the skills to complete any assignment/job in the kitchen.
- D. When there is a fail to fill in a kitchen, the manager and supervisor will discuss workload options for a short-staffed kitchen, to include ideas such as change of menu, supervisory

support, and placement of the itinerant later in the week to help recover from the short staff situation.

1. Fail to Fill Extra Hours/overtime will be preapproved in kitchens in the following manner:
    - a. Two person kitchens will receive up to two (2) hours of potential extra/overtime.
    - b. Three (3) to five (5) person kitchens will receive up to one and one half (1 ½) hours of potential extra/overtime.
    - c. Kitchens with more than five (5) people will receive up to one (1) hour of potential extra/overtime.
  2. Time will only be paid if it is worked. It must be recorded on an exception hours form.
- E. All hours worked beyond a forty (40) hour work week shall be paid at time and a half (1 ½). Saturday or Sunday work beyond the forty (40) hour workweek shall be paid at double (2X) time.
- F. Prior to the beginning of each school year, the District will identify grant funded work (e.g. fruit and vegetable grant) that may be added to an employee's primary assignment. Vacation, sick leave, holiday pay, and any other benefits will be accrued to reflect the combined annual assignment. This grant funded work is non-continuing and will be evaluated annually based on available funding and employee assignments. Work that cannot be scheduled as a regular assignment will be reported as extra hours and not included in leave and pay accruals.
- G. Approval for work beyond forty (40) hours in the same workweek must be obtained in advance from the Nutrition Services director or designee.
- H. Callback duty for special events shall be compensated at one and one-half (1 ½) times the employee's hourly rate for each hour worked.
- I. All paid holidays during the employee's regular work schedule are considered time worked for purposes of determining overtime eligibility. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.
- J. The parties agree to comply with the requirements of the Fair Labor Standards Act.
- K. Nutrition Services employees preparing allergy and digestive disorder meal substitution that result in the need for additional time will seek supervisor support. The supervisor will provide training and support to ensure all allergy protocol work is completed within assigned time.

- L. The staffing formula shall be mutually agreed upon by the District and the Association to ensure financial stability. The District shall provide the staffing formula to the Association and the Nutrition services Leadership Team by May 1<sup>st</sup> for the next schoolyear. If circumstances between May 1<sup>st</sup> and start of the school year are such that modifications are needed, the District will communicate with the Association prior to any modifications.
  - 1. Individual site differences shall be taken into account.
  - 2. The meal counts used to determine staffing shall be an average of the year from September to March.
- M. The site manager shall receive the staffing formula worksheet fifteen (15) days after completion. This shall be completed prior to the end of the school year.
  - 1. There shall be a staffing formula meeting with the kitchen manager and the site supervisor to discuss specific detail with supporting documentation, to explain any reductions to the staffing in the kitchen.
  - 2. This worksheet shall show meals per labor hours.
- N. The staffing formula will be used to determine staffing levels which meet the production needs of the program to include factors such as:
  - 1. Number of student lunches served (including earned student meals)
  - 2. Number of adult lunches served
  - 3. Number of student breakfasts served
  - 4. Entrée and a la carte meal equivalents
  - 5. Time required to prepare menu items
  - 6. Facilities and equipment conditions (storage, transport kitchens)
  - 7. Supplemental programs (e.g., Express, snack, CACFP, grants)
  - 8. Time between serving for lunch
  - 9. Meal serving time (e.g., number of serving lines)
  - 10. Other factors that impact staffing needs (Employee skills, fruit and vegetable bar, number of deliveries per week).

- O. Menu development: The District will collaboratively work with the Nutrition Services Leadership Team to develop menus that are cost effective, comply with federal regulations, and comply with the agreed upon staffing formula.
- P. Employees who work with students on nutritional activities in the Classroom shall be paid at their rate unless it puts the employee into overtime. Employees must receive prior approval of the principal and Nutrition Services supervisor before working with students.
- Q. Nutrition Services will work with their building administrative team to determine who will be required to clean the student meal tables.
- R. Extra personnel shall be provided to all kitchens on days of special events and barbecues.
- S. Cafeteria managers will have workload leeway for labor task assignment, which may be worked out with supervisors and the director of Nutrition Services. Prior to any changes in workload and meal service by a principal or school, a meeting will be held between the kitchen manager, NS school supervisor and Principal to discuss the implications of the changes.
- T. In cases where extra work is to be done in a kitchen, additional hours will be offered first to those Nutrition Services employees at the site. If there are no volunteers to work the extra hours, the kitchen manager, in coordination with the Nutrition Services director or designee, can offer the extra time to other Nutrition Services workers at other sites.
- U. The District will present a report to the NS Leadership Team to include meals served and staffing impacts. This report will be presented not less than two (2) times per school year.
- V. The free lunch reimbursement rate will be used to determine a la carte meal equivalent for the staffing formula.
- W. Additional workload created by inventory or a program study shall be paid at regular rate until the employee works beyond forty (40) hours. At such time, the employee shall earn time and one half (1 ½). Workload changes related to inventory or a program study shall be brought to the Nutrition Services Leadership Team to determine if a change in working conditions exists.
- X. Meetings and other trainings will be held during the school year in an effort to assist employees to maintain their certification. The meetings may be mandatory or optional as determined by the Nutrition Services Director. These meetings shall include time to discuss related workload concerns and issues.
  - 1. These meetings shall be scheduled to consider staffing needs and vacation schedules. Staff who have a conflict with meeting schedules may work with their supervisor for approved absence.
    - a. Summer training dates shall be set and communicated to staff by the end of the school year.

- b. To the extent possible and for the annual training topics, the District will provide summer training (online or in person) for summer employees during the summer program session.

## **Section 13 – Rest Periods and Meal Breaks**

### **A. Rest Periods**

1. Rest periods shall be duty free and provided as follows:
  - a. Employees working three (3) hours shall receive a five (5) minute rest period.
  - b. Employees working four to five (4-5) hours shall receive a fifteen (15) minute rest period.
  - c. Employees working six (6) or seven (7) hours per day will be provided one (1) ten (10) minute and one (1) fifteen (15) minute rest period.
  - d. Employees working eight (8) hours per day shall be provided two (2) fifteen (15) minute rest periods.
  - e. Employees working ten (10) or more hours will be provided an additional ten (10) minute rest period.
2. The rest period will be scheduled by their supervisor as near the midpoint of their work period as practicable.
3. Rest periods may not be scheduled so as to extend the meal period or alter the employee's scheduled start or end time.
4. No wage deduction shall be made for such rest periods.
5. Rest periods will be scheduled for employees by the kitchen manager in consultation with the supervisor. This time may be flexed by the kitchen manager, if an urgent situation arises.

### **B. Meal Breaks**

1. Employees assigned five (5) hours or more shall receive an unpaid meal period of not less than thirty (30) minutes per day.
2. The meal period shall be scheduled by the supervisor as near the midpoint of their work period as practicable.

3. In an emergency situation, should an employee not completely relieved from duty during their lunch period, such time will be paid as work time. Overtime pay rates shall be paid if applicable.
  4. Employees working three (3) hours or more past the normal work shift shall receive one (1) thirty (30) minute unpaid meal break during the overtime period.
  5. Meals breaks will be scheduled for employees by the kitchen manager in consultation with the supervisor. This time may be flexed by the kitchen manager, if an urgent situation arises.
- C. Employees shall have the option to leave the work site during lunch periods upon notification to the principal and/or supervisor.

#### **Section 14 – Paid Holidays**

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Juneteenth, and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19<sup>th</sup>, or if they are assigned to work during the summer and their assignment includes work before and after June 19<sup>th</sup>. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4<sup>th</sup>, or if they are assigned to work during the summer and their assignment includes work before and after July 4<sup>th</sup>.
- C. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- D. Should Christmas Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- E. Any employee required to work on any of the listed holidays shall be paid at the double-time (2X) rate in addition to their regular pay. The employee at their option has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.

### **Section 15 – Meal Payments**

- A. Nutrition Services employees shall pay the regular adult price of a school lunch/breakfast if and only if a lunch/breakfast is eaten. Payment for said lunch/breakfast shall be the same as for other District employees.
- B. Personnel must pay established prices for all food and/or beverages consumed unless otherwise authorized by the Nutrition Service director.

### **Section 16 – Transportation Reimbursement**

- A. An employee directed by their supervisor to travel from one (1) site to another in their own vehicle during working hours shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service, published, received by the District, and in effect at the time of travel.
- B. The employee shall present documentation as to actual usage of their personal vehicle in a form and manner approved by the District.

### **Section 17 – Opening and Closing Day**

- A. As a part of the kitchen manager's work year, a minimum of one (1) day will be used to open the kitchen during the week prior to the start of school. Additional time may be requested and approved by the supervisor. This time shall be used to prepare the kitchen for opening; including meeting all health and safety standards.
- B. The kitchen manager may schedule up to one shift to each assigned kitchen employee to assist in opening the kitchen. Kitchen employees may contact the supervisor if there is a question regarding not being scheduled for an opening shift.
- C. A kitchen manager may request additional time or days through the supervisor if more than one (1) day is needed for opening activities.
- D. Kitchen managers will work their full shift on the last day of school to close the kitchen and submit required paperwork.
- E. Each Nutrition Services employee shall be provided the opportunity to work their assigned shift on the last day of school as needed per site. The time worked shall be coordinated by the kitchen manager. If the last day of school is a full day, Nutrition Services employees may be required to work their assigned shift.

### **Section 18 – Menu Planning Forum**

- A. The District will develop a forum for employees to provide input in menu planning.

### **Section 19 – Mentor Training Program**

- A. The District will establish a mentor program for the in house training of new employees.

### **Section 20 – School Based Catering Events**

- A. Employees will be given one (1) week's advance notice for catering for special events. Hours and number of employees for each special event shall be mutually determined by the kitchen manager and the Nutrition Services Supervisors. Hours shall be accounted for separately from the regular work hours.
- B. Catering shall be defined as work done in preparation, packaging and delivery of food prepared in the kitchen.

### **Section 21 – Transport Employees**

- A. Employees who utilize their own vehicle for transporting food to transport kitchens shall be compensated at the IRS mileage rate and be paid for both picking up and returning pans.
- B. Employees will be provided a stipend of \$7.00 a day and be provided with insulated containers for food transport.
- C. Documentation for meals served, including base kitchen and the transport site meals will be provided to kitchens in a monthly report.
- D. Each transport site will have a transport manager in charge at an appropriate pay level.
- E. Breakfast position openings at each transport site will be offered first to the site's transport employee, then put out to bid.

### **Section 22 – School Decision Making**

- A. Each building shall have an inclusive decision-making process in writing that will be reviewed by all staff each year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:

1. Each elementary school shall have a representative, shared leadership team(s) with at least two members chosen by the staff. At the secondary level, department chairs shall be on the team as well as the adhoc committee members selected by the staff. Adhoc committee members may be excused from the regular department meeting business. The number of representatives shall be sufficient so that communication looping to all affected staff is possible.
  2. Each team shall invite a SEA representative.
  3. The responsibilities of the shared school leadership team(s) include but are not limited to:
    - a. Developing a continuum of decision-making responsibilities (e.g. who makes which decisions)
    - b. Establishing team norms.
    - c. Implementing the School Improvement Plan.
    - d. Creating opportunities for input and to surface questions or concerns.
    - e. Communicating throughout the decision-making process (e.g. loop-outs to affected staff, meeting topics and/or minutes, staff updates and/or bulletins etc.).
    - f. Recommending to staff possible amendments to the decision-making process if the representative shared leadership team or other staff determine there is a need to do so. Any amendment to the decision-making process shall be voted on by the entire staff.
  4. A School Improvement Plan (SIP) may not be designed or implemented that is contrary or inconsistent with the terms of any SEA Collective Bargaining Agreement or School Board Policy. Annually, the District will provide the Association president with access to each school's improvement plan (SIP).
- B. Each school will use its inclusive decision-making process with affected classified or certificated staff to determine participation in a pilot program. For this provision, pilot programs refer to anything that is not mandated curricula and/or any trial of curriculum or assessment the district is not requiring of schools.
- C. Building Budgets
1. Prior to semester break of each year the building administration shall share the actual building budget for the current year.
  2. Prior to the start of school, individual program budgets at the Skill Center shall be provided to the specific program staff.

3. Prior to spring break of each year, the building administrator will schedule a voluntary meeting to gather input for budgeting for the following year.
4. Budget allocations will not be arbitrary, capricious, or retaliatory.

### **Section 23 – Summer Mail Delivery**

- A. During the summer months, the District will maintain mail delivery to a designated spot at each work site at least once a week.

### **Section 24 – Employee Protection**

- A. The District shall provide a safe and healthy working environment for all employees.
  1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
  2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if they have safety concerns.
- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. Each facility shall have a building-wide crisis plan.
  1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside and any other area used by employees and/or students.
  2. The crisis plan must be in print and a copy provided to each staff member at review and information sessions at the beginning of each school year.

- F. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations, where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if they are found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

### **Section 25 – Indoor Air Quality**

- A. If there is an environment concern at a District work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.
- B. Based on the reported concern, the District Industrial Hygienist will:
  - 1. Test and monitor the area.
  - 2. Track the employee concern as reported on physical hazard notification forms and employee logs.
  - 3. Facilitate, research, and recommend solutions in a timely manner.
  - 4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.
  - 1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
  - 2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

### **Section 26 – Worker's Compensation**

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.

- B. Employees who sustain a personal injury/illness, covered by workers' compensation, in the course of employment will be paid full salary for the period of absence less the amount of the worker's compensation award made for disability due to such injury/illness.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.
- D. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval.
- E. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- F. The District will provide, at its discretion, on the job support(s) to reduce instances of work-related injury.

G. Injury Related Reassignment

1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.
2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.
3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

H. Light duty for on-the-Job Injuries

1. The District will institute a light-duty program to return employees to work who have been authorized to return to a light-duty assignment. Light-duty assignments may differ from the employee's regular work assignment.
2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job illness. The employee must have a written release from their attending physician and must comply with any regulations required by Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.

- I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

**Section 27 – Loss and/or Damage of Personal Property**

- A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employees for:
  1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
  2. Any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred twenty-five dollars (\$125), whichever is less.
  3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measures(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred twenty-five dollars (\$125), whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
  1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
  2. The vandalism must have occurred while the employee was at a district work site performing district business.
  3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
  4. Reimbursement shall be made per vandalism occurrence in the amount of two hundred and fifty dollars (\$250), or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.

- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

**Section 28 – Loss or Damage of District Property**

- A. Employees shall not be liable for district property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

**Section 29 – Threat of, and Assault on an Employee**

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and therefore will take appropriate action for the non-discretionary behavior(s).
  - 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
  - 2. Any student that has threatened and/or assaulted an employee shall not be returned to the applicable staff work area prior to a face-to-face meeting with administration and the employee.
    - a. This meeting shall occur at a time in which the employee is not responsible for other students.
    - b. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.

- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform their duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

**Section 30 – Potentially Dangerous Students and Patrons**

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor, they will notify affected staff in a timely manner, and in accordance with all state and federal laws.
- B. All staff, on a need-to-know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition, all staff based on a need-to-know basis, as defined by law, shall have access to the above-mentioned information as they feel the need arises.
  - 1. "Shall be informed" is a shared responsibility between staff and administration and support staff.
  - 2. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
  - 3. As per law, a student cannot, however, be withheld from class pending the schools receipt of the student's records.
  - 4. Affected staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in school district policy where release by the student is necessary or where the record is the working notes only seen by the person making them.
  - 5. Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.
- C. The sharing of confidential information about a student's family is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students and may not be used to isolate, ostracize, target, label, or in any way violate

the confidentiality rights of the involved student(s). All staff, based on a need-to-know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidence behaviors that could present a safety problem to the students or staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

### **Section 31 – Student Health Needs – Medicine Distribution**

- A. No employee shall be required by the District to dispense or administer medication or perform other medical functions unless they have been provided with proper training and if they so volunteers. Should an employee provide such medication or perform any medical functions during the course of their assigned duties, the employer agrees to hold harmless such employee from any and all liability that might result there from.
- B. Only CPI/DI/Preschool teachers and their appropriately training support staff shall change diapers. The District shall make every effort to assign same-gender trained staff to perform job functions involving diapering and other personal hygiene duties. This provision shall not apply to employees assigned to work in licensed childcare settings.
- C. Only CPI/DI/Preschool teachers and their appropriately medically trained support staff shall change catheters. The District shall make every effort to assign same-gender medically trained staff to perform job functions involving catheterization.

### **Section 32 – Summer Employees**

- A. The District shall publish and distribute to kitchen managers by March 1<sup>st</sup> a summer seniority list which includes summer seniority and District seniority.
- B. Summer seniority shall be determined by continuous summer experience. Employees may miss one (1) summer of work without losing summer seniority. If they miss one (1) summer and do not return in the subsequent summer, they will restart their summer seniority. (This provision shall start with the ratification of this agreement, so as to allow employees who might have missed this summer thinking they had more than one summer they could miss as noted in old language.) Employees with previous summer school experience shall have the first opportunity for available positions at the same job title.
  - 1. Employees on approved vacation for parts of summer school, shall maintain seniority for that summer.
  - 2. If an employee does not complete summer work, summer seniority shall be lost unless there is a medical reason, accompanied by a doctor's note.
- C. Summer jobs will be communicated to all NS employees. Selection of summer employees will occur at Summer Selection Day. Summer Selection Day shall occur prior to May 31<sup>st</sup>

and shall be held as late as reasonably possible. There shall be at least one (1) representative of the Association in attendance.

1. Summer Selection Day:

- a. Every employee who has applied for summer jobs shall attend the in-person meeting.
  - i. Employees who cannot attend the meeting will rank order all jobs offered for summer selection.
  - ii. When it is the turn of an employee who is not in attendance, the highest-ranking job that has not already been chosen shall be selected for the absent employee.
  - iii. Employees who do not attend and do not provide a ranking list shall not be awarded a position at summer selection day.
- b. A list of positions, including a short summary with details of the position will be provided to the employees. Included on this list will be locations that qualify for extra hours at the base kitchen.
- c. Employees will pick positions off the list of positions by summer seniority.

2. If additional hours at the base kitchen become available after the Summer Selection Day, the most senior interested employee will be offered the additional hours. Interested employees must work within a five (5) mile radius of the base kitchen to be eligible for the additional hours.
3. At Summer Selection Day, staff shall provide their name to the summer supervisor if they are interested in being on the summer additional hours' list.
4. After the Summer Selection Day, the District shall also seek interest for working summer program additional hours from all Nutrition Services staff.

D. Summer program seniority is determined as follows:

1. Summer program experience in the position sought.
2. Summer District seniority.
3. If no interested employee with summer school experience meets the above criteria, NS workers without prior summer experience will be offered positions based on District seniority.

- E. If a greater number of qualified Nutrition Services workers are interested than there are available positions with the same or fewer number of hours, and there is a tie in summer seniority, selection will be based secondly on bargaining unit seniority.
- F. Nutrition Services employees who worked at least fifteen (15) days during the summer meals program shall earn a summer stipend. Listed below are the percentages of pay for employees which will be multiplied by their gross summer pay to determine the stipend amount:
  - 1. Employees working 15 to 29 days: 4%
  - 2. Employees working 30 to 39 days: 8%
  - 3. Employees working 40 or more days: 13%
- G. All provisions of this Agreement shall be in effect for employees working the summer program.
- H. Employees working summer positions at different job titles and pay level than their assigned regular school year position will receive the pay level of the summer school position at employee's current step.
- I. If a summer position is at a different job title and of a higher pay level than their assigned regular school year position, all summer position applicants would be screened for qualifications. If employees are equally qualified for a higher paying job than their regular school year position, summer seniority shall prevail.
- J. Driver positions shall be considered an Elementary Assistant Manager position.
- K. Assembly Line Leads shall be considered an Elementary Assistant Manager position.

### **Section 33 – Student Workplace Training Opportunities**

- A. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members.
- B. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
- C. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

## Section 34 – Calendar

- A. The adopted calendars are found in Addendum D of this Agreement. For classified staff with a work year less than twelve (12) months, refer to Dates of Employment information attached in Addendum D of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
  - 1. Three (3) consecutive days, before the first day of school shall be workdays for certificated staff. Two (2) days will be directed by the principal and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building.
  - 2. The first day of instruction shall be determined by the certificated bargaining unit.
  - 3. Labor Day, Veteran’s Day (observed), Martin Luther King’s Birthday, President’s Day, and Memorial Day shall be non-student days. Should the school year extend beyond June 19<sup>th</sup>, then Juneteenth shall be a non-student day.
  - 4. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working day. When not feasible, the parties will come together to schedule the break.
  - 5. Winter Break shall be two (2) weeks long and shall be inclusive of three (3) weekends. When not feasible, the parties will come together to schedule the break.
  - 6. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
  - 7. Professional Learning Improvement days and Collaboration late start days will be designated in the attached calendars.
  - 8. The conference schedule is addressed in the parent teacher conference section of the Certificated CBA. In the event the Certificated calendar includes conferences occurring on a full day, with no students present, no employee in this bargaining unit will lose pay as a result of this calendar change. There will be opportunities for training, collaborating with kitchen staff or job alike peers, or other Nutrition Service-related work as assigned.
  - 9. Semester Break Day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make-up Day, consistent with the order designated on the published calendar.
  - 10. The last day of the school year will be a half-day for students. It shall be a three (3) hours day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees

must work their assigned hours or take leave. End of year check-out may not interrupt instruction.

11. Weather make-up: If weather make-up days are necessary, they will be used in the order designated on the published calendars.

### **Section 35 – Employee Facilities**

- A. The District will arrange that the following facilities and equipment be at each site for the use of the employees housed in that building:
  1. A work area containing equipment and supplies to complete individual job assignment.
  2. Access to one's office or workspace
  3. Access to furnished employee lounge
  4. Identification card
  5. Restroom facilities separate from student facilities.
  6. Access to conveniently located communication and technology resources: i.e., computers.
  7. A serviceable desk and adult-sized chair in the office or workspace.
  8. An individual lockable space for personal items at each work site.
  9. A voice communication device connected to the school office in classrooms where employees perform their duties with students.
- B. Employees will have access to appropriate long-distance codes when needed.
- C. Care and consideration need to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and shall be given at least twenty-four (24) hours' notice to reschedule, change locations or cancel their displaced activity or class.
- D. Employees will be provided, upon request, a security code access and appropriate keys to access the building and work areas outside of the regular workday.
- E. Any employee who loses their ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the

actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.

- F. All elementary District-wide activity programs will be given priority for facility gym-use scheduling between the hours of 6:30 a.m. and 6:00 p.m. during their respective seasons. On occasion, singular events may displace the normally scheduled program.
- G. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to the educational process are made to classrooms, workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.

### **Section 36 – Grant Applications**

- A. It is important that employee workload and District budget implications are considered before an application is made for any grant.
- B. Prior to applying for any grant, employees and supervisors will discuss the scope of the grant and potential impact on employee workloads. The grants shall be reviewed annually by the Association and the District.
- C. A workload review may be requested during the school year as follows:
  - 1. Kitchen staff may request an administrative review of workload impacts by the grant.
  - 2. Requests for review will be responded to within ten (10) workdays of receipt.
  - 3. Workload may be adjusted at the site as result of this review, menus may be modified and/or equipment or resources may be allocated.
- D. All grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line.

### **Section 37 – Substitutes**

- A. Human Resources will make a concerted/good faith effort to generate and maintain a pool of substitutes for Nutrition Services positions which may include but not be limited to the following activities: job fairs, advertising, local university programs and network with other Districts to identify potential substitutes.

### **Section 38 – Student Health Needs – Nutrition Services Notification**

- A. Kitchen staff will be notified in a timely manner of students' special health needs. Should student health needs result in extra work for Nutrition Services staff, the program supervisor will determine the workload impact and make adjustments as necessary. If the kitchen manager has continued concerns around the workload impact, the situation shall be referred to the Program Director.

### **Section 39 – Volunteer Opportunities**

- A. Volunteers shall not do work normally assigned to bargaining unit members. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
- B. If volunteers are involved in activities that require additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
- C. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure #9295.

### **Section 40 – Staff Training**

- A. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.
- B. The District shall provide computer/technology training for managers.
- C. The District will provide a Nutrition Services management training program to update employee skills, to train employees seeking promotion, and for manager substitutes.
- D. All employees who are required by the District to maintain first aid/CPR certification will complete the class during the workday or be compensated at the appropriate rate of pay if outside the workday.
- E. The District shall have the right to require employees to attend training programs for the purpose of compliance with employment requirements and for professional growth.
  - 1. Employees shall be paid at their hourly rate for attending classes that are required by the District. In the event the District requires employees to attend training

programs after duty hours, the employee shall receive their hourly rate of pay. Should the employee go into overtime status, the employee shall receive the overtime pay.

- F. The District shall provide up to eight (8) hours of job specific trainings on non-student days, conference weeks, during the employee's work day, Saturdays, evenings, or other agreed upon times for an Education Support Professionals. The District shall provide a training fund of \$50,000. Employee input shall be sought each year to help determine the needs for these trainings. These trainings shall not replace existing mandatory or contractually obligated training.
- G. The District will prepay registration and lunch fees for District required workshops.
- H. The District shall reimburse for approved travel costs consistent with District travel policy and procedure.
- I. The employee is responsible for reimbursement of the fees if the employee does not attend the training program.

## ARTICLE IV – LEAVES OF ABSENCE

### Section 1 – Sick, Family, and Emergency Leave

- A. Reporting absences: In the case of preplanned absence or inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum twenty-four (24) hours' notice. In emergency cases, the employee shall notify the designated office or supervisor as soon as reasonably possible.
- B. Employees under a ten (10) month school year contract shall be allowed sick, family, and emergency leave at the rate of ten (10) days per year. Employees on more than a ten (10) month contract shall be allowed such leave at the rate of one (1) day per month of employment up to a maximum of twelve (12) days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked.
1. A continuing employee will be entitled to the yearly allowable number of such leave days on the day they report to work in the new school year.
  2. If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned.
  3. Unused sick and emergency leave shall accumulate in accordance with the appropriate WAC or its replacement. The yearly allowable number of leave days will be prorated for all leaves to participate in public service. A person commencing employment during the school year will be granted leave days on a pro rata basis.
- C. Sick and Injury Leave
1. Sick leave is defined as days of absence from duty because of personal sickness and for which no deduction is made in compensation of the employee, provided the employee has a compensated leave balance.
  2. After an illness of five (5) consecutive days, an employee maybe asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence.
  3. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five (5) days.
  4. Sick and injury leave may be taken to the full amount of accumulation.
- D. Emergency Leave:

1. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence (e.g., court appearance, religious holidays, funeral of friend, etc.)
  - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision;  
or
  - b. Employees shall also be allowed to use accrued sick leave for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
2. Emergency leave shall be deducted from available sick leave. An individual may not use more in annual total than is annually available in their sick leave balance.
3. Employees who are members of recognized religious groups have the right to request, in advance through Human Resources, up to three (3) days per work year of non-accumulating accommodation leave when:
  - a. The recognized religious group celebrates a holy day or religious holiday and
  - b. Requires attendance at the celebration and
  - c. The celebration is only scheduled at a time which conflicts with the employee's scheduled workday and shift.

#### E. Family Care Leave

1. Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in the Progressive Discipline section.

#### F. Sick Leave Sell Back: This section shall be consistent with RCW 28A.58 or its replacement. RCW 28A.58 provides:

1. Twelve (12) days may be accumulated per year on a prorated basis to a maximum of one hundred eighty (180) days.
2. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one day for each four (4) full days accrued in excess of sixty (60) days.

3. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one day's monetary compensation.
4. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness and injury leave. The maximum number of days which can be remunerated is twenty-five (25) percent of one hundred eighty (180) days, forty-five (45) days.
5. It is agreed that the provision enumerated above shall be in effect upon the effective date of this law, and shall continue in force through the duration of this Agreement unless RCW 28A.58 is changed, or the law is found to be illegal or unconstitutional.

## **Section 2 – Shared Leave**

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:
  - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is extraordinary or severe in nature;
  - b. Is a victim of domestic violence, sexual assault, or stalking;
  - c. Needs the time for parental leave, to include bonding with an employee's newborn, adoptive, or foster child.
    - i. Employees accessing shared leave for this purpose may maintain up to forty (40) hours of accrued leave in reserve.
    - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement
  - d. Is sick or temporarily disabled because of pregnancy disability.
    - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave in reserve.

- e. Serves, or has served, the country in one and meets one of more of the following criteria:
    - i. Has been called to serve in the uniformed services;
    - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee offer of volunteer service.
    - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
    - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or treatment.
  - 2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
  - 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
  - 4. The employee has abided by District policies regarding sick leave use or military leave use.
  - 5. If the illness or injury is work-related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
  - 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
- 1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.

2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
  3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (5220) days of shared leave during total district employment.
- D. Leave will be donated, calculated, and received on a full day incremental basis.
- E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor.

### **Section 3 – Maternity Leave**

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.
1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
  2. An employee shall notify the Chief Human Resources Officer as early as possible, in writing, of the expected date of birth of the child.
  3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physicians' statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five (5) days maybe required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.

4. Maternity leave is in addition to the leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
  - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, provided the employee works up to the day the employee's physician indicated as the beginning of the employee's disability.
  - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave without pay is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
  - c. A long-term substitute may be placed in the employee's position during the period of absence.
6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

#### **Section 4 – Parenting Leave**

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave under Section Three above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored

insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

#### **Section 5 – Family and Medical Leave Act (FMLA)**

- A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1<sup>st</sup> – August 31<sup>st</sup>), as provided for in District Policy. See Addendum B.

#### **Section 6 – Paid Family and Medical Leave (PFML)**

- A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program commenced on January 1<sup>st</sup>, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

#### **Section 7 – Personal Leave**

- A. Two (2) personal leave days will be granted each year. These days can be accumulated to a total of five (5). Personal leave days may be taken, and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, family, and emergency leave days.
- B. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
- C. Employees who elect to not utilize these days will receive an amount equal to one day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.
- D. Non-twelve (12) month employees will earn a salary increment stipend. See Article VI, Section 2, Stipends, for details.

## **Section 8 – Temporary Absence**

- A. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.

## **Section 9 – Bereavement Leave**

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. These days must be taken in full day increments. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-in-law.
- C. In special cases, the superintendent or designee may extend the definition immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

## **Section 10 – Jury Service**

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative their giving such jury service.
- B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of milage, shall in each case, be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

### **Section 11 – Subpoena**

- A. District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

### **Section 12 – Community Service Leave**

- A. An employee representing the District may be excused by their principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, their duties can be properly covered to the satisfaction of all concerned and at no additional cost to the District.
- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

### **Section 13 – Public Service**

- A. It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office.

### **Section 14 – Military Leave**

- A. The District will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit, a member of the Washington National Guard, or a member of any organized reserve or armed forces of the United States. In addition, other provisions may apply to spouse, child, or parent. Military Leave is provided under USERRA and by RCW 38.40.060.

### **Section 15 – Education Leaves**

- A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one (1) year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

## **Section 16 – Association President’s Leave**

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.
- B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completions of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

## **Section 17 – Association Leave**

- A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee’s absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
  - 1. Substitute time for joint committees will not be counted against Association leave days.
  - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.

3. All joint committees will strive to minimize the impact on school activities by scheduling meetings outside of the school day.

#### **Section 18 – Miscellaneous Leaves**

- A. Upon approval of the District, an employee may take up to one (1) year leave of absence without pay. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return. Replacement employees may be hired for the one (1) calendar year only.
- B. The following types of leave will be considered under this provision:
  - a. Extensive travel – must be in the best interest of the District
  - b. Health of the employee or member of the employee’s immediate family
  - c. Child rearing leave – if not covered by family and medical leave
  - d. Other educational service so long as deemed beneficial to the District

#### **Section 19 – Short Term Non-Paid Leave**

- A. Up to five (5) days per year may be taken off at once without pay by each employee who has provided the District with thirty (30) written advance notice. Approval of such short term non-paid leave will be made by the Nutrition Services director and/or the Associate Superintendent for Management Services. Twelve-month employees:

#### **Section 20 – Temporary Closure**

- A. In the event that one or more schools are closed because of an emergency, for one (1) or more days, the affected employees will be granted leave at no deduction in salary or benefits, provided the students are not required to make up the days. This provision shall not apply to a withholding of services for any reason by employees represented by the Association.

#### **Section 21 – Natural Disaster Leave**

- A. When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify their supervisor as soon as reasonably possible of their inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, non-restricted, sick/emergency leave, or pay.

**Section 22 – Insurance Premiums While on Leave**

- A. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

## **ARTICLE V – OTHER TERMS AND CONDITIONS OF EMPLOYEMENT**

### **Section 1 – Food Handler’s Permit**

- A. All Nutrition Services employees must possess a valid food handler’s permit and shall post such permit in their kitchens in a conspicuous place. The cost to renew a food handler’s permit will be covered by the District upon a reimbursement request submitted by the employee.

### **Section 2 – Food Sales**

- A. It is a common industry practice for Nutrition Services staff to sample and test food to ensure quality. Food sold or given must comply with District Policy and Procedure.

### **Section 3 – Standards**

- A. Within the parameters of available facilities, equipment and specific programs, consistent and clear standards shall be communicated for portions, cooking and baking. The District will communicate all applicable standards.

### **Section 4 – Special Supplies**

- A. Each Cafeteria manager shall have access to ordering items for special occasions, incentives, and decorations.

### **Section 5 – In-Service Training**

- A. See Article III – Personnel, Section 40 – Staff Training

### **Section 6 – Report of Absence**

- A. If an employee is unable to report for work, they are to call their manager at the earliest indication of illness or knowledge of the fact. If unable to reach the kitchen manager, the employee should contact the Nutrition Services substitute desk. A report of absence must be completed upon return to duty regardless of the reason.
- B. The manager/acting manager is responsible for releasing substitutes, notifying the Nutrition Services office of such release, and timely submission of completed absence reports.

- C. Before the end of the day of absence, when possible, the employee will contact the kitchen manager if the illness will require an extension of the substitute coverage.

**Section 7 – Equipment for Transport Sites**

- A. Transport sites will be supplied with adequate equipment to provide an appropriate level of program service as established by the District.

## ARTICLE VI – SALARY AND BENEFITS

### Section 1 – Salary

- A. The District shall provide salary schedules to attract, retain, and support a high-quality workforce.
- B. During the life of this Agreement, the District shall distribute the inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:
  - 1. The inflationary adjustment allocation dollar amount (that is, the actual dollar amount received from the state) shall be applied as a percentage across the salary schedule.
  - 2. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.
- C. The current salary schedule is listed under the Addendum A of this Agreement.
  - 1. For the 2022-2023 school year, the salary schedule shall increase by 6.5%.
  - 2. For the 2023-2024 school year, the salary schedule shall increase by IPD or 1%, whichever is greater.
  - 3. For the 2024-2025 school year, the salary schedule shall increase by IPD or 1%, whichever is greater.
- D. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience.
- E. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the educational support employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.
- F. If requested by the unit, a salary compensation study will be conducted every three (3) years. The process utilized will be jointly decided by the Association and the District.
- G. In consideration of the frequency of the need to substitute in the higher level and in consideration of the actual hours to be temporarily worked in the higher classification, the most senior qualified employee at the site shall be offered the opportunity to substitute in

the next higher-level position. If the rate of pay is higher than the employee's normal rate, they shall be paid at the higher rate if they work one (1) hour or more.

H. Transport workers who serve breakfast at their home site will be paid their transport worker wage at their step during their assigned breakfast time.

I. Manager positions will be created as follows:

Elementary manager – Elementary sites that follow full elementary production model.

Middle School Manager – Middle school sites that follow the full middle school production model.

High School Manager – High school sites that follow full High School production model.

J. Prior to making changes in current District-established production model(s), such proposed changes will be discussed with the Nutrition Services Leadership Team to gather input.

K. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior years' placement error will be adjusted only if such error is brought to the attention of the Human Resources department of the District prior to October 1<sup>st</sup> of the present year.

L. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25.00. Additional overpayment options may be utilized, if approved, when unique circumstances exist.

1. Lump sum repayment
2. Equal payments to be completed by the end of the school year
3. Equal payments spread over one year
4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
5. Repayment will begin in the warrant following individual notification that such repayment is necessary.

M. In the event the District identifies an overpayment or underpayment prior to payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the

underpayment. If the error is an overpayment, the employee will be required to provide a lump-sum payment for the overpayment on payday.

- N. Employees anticipated to work less than 630 hours during the period September through August will be provided the following options for the payment of wages:
1. Ten (10) even amounts from September through June.
  2. Twelve (12) even amounts from September through August.
    - a. If initial employment begins on or after April 1<sup>st</sup>, the twelve (12) month payment cycle may be delayed until September of the initial year of employment.
  3. Once an employee selects option number 2 above, the ten (10) month payment of wages options is no longer available.

## **Section 2- Stipends**

- A. Education Stipend – Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one (1) education stipend per year. This stipend is paid in September.
1. 4-year college degree - \$400.00 stipend, or
  2. 2-year college degree - \$300.00 stipend
- B. License Certificate Stipend – Employees will earn a stipend for completion of a certificate related to the assignment, or National School Nutrition Association standards as approved by the supervisor. Each employee can only earn one (1) certificate stipend per year. This stipend is paid in January.
1. Level One - \$200
  2. Level Two - \$300
  3. Level Three - \$400
  4. Level Four - \$500
- If the employee has their college degree and the National School Nutrition Association certificate, they may receive both the degree stipend and one (1) applicable level stipend.
- C. Contract Incentive Stipend - \$934 to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the

District. This stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided for pay differentials.

- D. Longevity Stipend - \$300 Longevity Stipend paid in February and 20 years must be reached by September 1<sup>st</sup>.
- E. Held Harmless Stipend – Employees who were hired prior to September 1<sup>st</sup>, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three (3) years (2003-04; 2004-05; 2005-06) and the current available stipend amount. The Grandparent stipend shall remain the same once established for each individual. This stipend is paid in June.
- F. Non-Twelve-Month Employee Stipend – Non-twelve-month employees will earn a salary increment stipend in consideration of the fact that these non-twelve-month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service. Employees will have a choice of a lump sum amount or a monthly stipend paid from December through June. Once a payment selection plan is made, the District will continue to use the same payment method unless informed by the employee. This stipend will be calculated based on annual salary as of December 1<sup>st</sup> according to the following schedule:

<u>Years of Service</u>	<u>Stipend %</u>
1 <sup>st</sup> – 4 <sup>th</sup> years	2.65%
5 <sup>th</sup> – 9 <sup>th</sup> years	3.71%
10 <sup>th</sup> – 24 <sup>th</sup> years	5.83%
25 plus years	6.98%

### **Section 3 – Benefits**

- A. Washington State Paid Family and Medical Leave (PFML):
  - 1. Effective January 1, 2020, the Washington Family Leave Act is repealed and eligible employees are covered by Washington’s Family and Medical Leave Program RCW 50A.04.
  - 2. Eligibility for leave and benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees’ wages (unless otherwise limited by action of the State).
    - a. Employees will pay, as a payroll deduction (as determined by RCW 50A.04.115).
      - i. The full cost of the premiums associated with family leave benefits; and

- ii. Forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits. The District will pay the remaining fifty-five percent (55%) of the premiums associated with the medical leave benefits.
    - b. The pay deductions become effective September 1, 2019 and will be reflected on the October 2019 pay warrant.
  - 3. For the duration of this agreement, the District will use the state insurance as the carrier for the PFML.
- B. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.
- 1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
  - 2. The parties recognize there may be unanticipated impacts due to the transition and agree to ongoing and timely information sharing and problem-solving discussions with the intent to minimize and mitigate negative impacts to staff during the transition period.
  - 3. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
  - 4. Benefits presently provided by the SEBB include but are not limited to:
    - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
    - b. Basic Long-Term Disability
    - c. Vision

- d. Dental including orthodontia
  - e. Medical
5. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HCA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any supplemental insurance that they choose to enroll through SEBB (e.g., optional AD&D, Long Term Disability, etc.)
6. Dependent Coverage for the Purpose of SEBB.

Subject to SEBB dependent verification requirements:

- a. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
  - b. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under the SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period of up to 18 months in accordance with SEBB provisions and the opportunity to make such payments will be made through payroll deduction by the District and paid to the HCA for this purpose as long as the employee has sufficient net pay to cover the monthly cost.
7. Eligibility:
- a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1<sup>st</sup> through August 31<sup>st</sup>. All hours worked during the year shall count for the purposes of establishing eligibility.
  - b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided

benefits coverage if the employee will be working at least 17.5 hours each week for 6 of the last 8 weeks before the last day of school for those who work 9-10 months, or 6 of the last 8 weeks before the end of the year (August 31<sup>st</sup>) for 11-12 month positions.

- c. In accordance with the SEBB program, paid leave shall count towards the 630-hour used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.

8. Benefit Enrollment/Start:

- a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB Program.
- b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB Program.
- c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB Program.
- d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical, dental, vision, basic life, AD&D, and basic long-term disability insurance, in accordance with the SEBB Program.
- e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their 1<sup>st</sup> day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.

- f. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630 hour eligibility mid-year for two (2) consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position and, therefore, be eligible for benefits under SEBB.

9. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they meet the eligibility requirements above.

10. Benefit Termination / End:

- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with the SEBB provisions.
- b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage.

C. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.

D. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15<sup>th</sup> of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.

E. Retirement: Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.

F. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of their tax- sheltered annuity.

G. The District shall provide automatic payroll deduction for health club fees at the employee's option.

## ARTICLE VII – SETTLEMENT OF GRIEVANCES

### Section 1 – Definitions

- A. A grievance is defined as an alleged violation of a specific term of this Agreement, or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee, group of employees within a building or program, or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

### Section 2 – Time Limits

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer, will follow the steps described below:
  - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that they were not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
  - 2. Once the grievance is filed it will be expedited.
  - 3. If the Superintendent or their designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to their former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.

- E. Time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

### **Section 3 – Limitations of Grievances**

- A. Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

### **Section 4 – No Reprisals**

- A. There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

### **Section 5 – Submission of Grievances**

- A. Each grievance will be submitted separately except in cases where-in both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit an Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Three.
- C. Step One of the procedure shall begin with the responsible administrator.

### **Section 6 – Grievance Processing Steps**

- A. Step One/ Informal

Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications.

1. This informal discussion will not be bypassed unless it is an Association or class action grievance.

2. Every effort shall be made to resolve the problem at this level in an informal manner.
3. An employee requesting such a meeting shall identify the subject of the concern.
4. If the complaint is not resolved it shall be moved to Step Two.

#### B. Step Two

If the complaint is not resolved, it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at Step One-Informal.

1. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted the specific factual basis for the grievance, the relief sought and the grievant's name and signature.
2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.
  - a. The grievant and an association representative (if the grievant desires) will be present at the conference.
  - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
  - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.
3. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.

#### C. Step Three

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, they shall within five (5) days refer the grievance in writing to the superintendent or their designee.

1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

#### D. Step Four

1. Mediation – The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.

#### E. Step Five

1. Arbitration

The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.

2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or AAA. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.
5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.

The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit their findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.

The arbitrator shall make a written report of their findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.

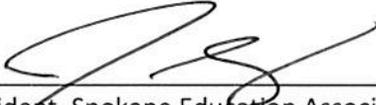
6. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

**Section 7 – Arbitration Costs**

- A. The District and the Association shall each bear its own expenses involved in the processing of grievance. The two (2) parties shall share equally the cost of the arbitrator.

## ARTICLE VIII – DURATION AND SIGNATORY PROVISION

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2025. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.



\_\_\_\_\_  
President, Spokane Education Association

DECEMBER 14, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Bargaining Chair,  
Spokane Education Association

12/14/22

\_\_\_\_\_  
Date



\_\_\_\_\_  
President, Board of Directors

1/4/23

\_\_\_\_\_  
Date



\_\_\_\_\_  
Secretary,  
Board of Directors

1/4/23

\_\_\_\_\_  
Date

# ADDENDUM A: 2022-2023 SALARY SCHEDULE

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81  
NUTRITION SERVICE SALARY SCHEDULE - NS, 2022-23**

LEVEL		EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS			
		0	1	2	3	4-8	9-13	14-18	19-23	24
Prep Worker	Hourly	16.41862	17.04898	17.95410	18.86131	19.80659	20.77940	21.74789	22.83705	23.98108
Elementary Assistant Manager	Hourly	17.40372	18.07191	19.03133	19.99299	20.99501	22.02617	23.05278	24.20725	25.41995
Secondary Assistant Manager, Transport Worker, Itinerant	Hourly	18.44795	19.15624	20.17322	21.19256	22.25470	23.34774	24.43594	25.65969	26.94516
Elementary Manager	Hourly	19.55483	20.30560	21.38360	22.46412	23.58998	24.74860	25.90210	27.19927	28.56186
Manager 2	Hourly	20.72811	21.52395	22.66663	23.81197	25.00538	26.23352	27.45622	28.83124	30.27559
Catering Manager, Middle School Manager	Hourly	21.97181	22.81539	24.02662	25.24069	26.50570	27.80752	29.10360	30.56110	32.09210
* High School Manager	Hourly	23.29010	24.18431	25.46822	26.75512	28.09605	29.47598	30.84981	32.39478	34.01763

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.  
\* High Schools: Ferris, Lewis & Clark, North Central, Rogers, Shadle

## **ADDENDUM B: FAMILY AND MEDICAL LEAVE**

### **A. Family and Medical leave:**

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of their date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
  - a. the birth of a child and to care for such child.
  - b. the placement of a child with the employee for adoption or foster care that requires State action.
  - c. caring for the employee's seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
  - d. a "serious health condition" that makes the employee unable to perform their job functions.
3. For purposes of family medical leave:
  - a. "Incapable of self-care" means that they are incapable of performing several of the basic activities of daily life without the assistance of another person.
  - b. "Spouse" is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
  - c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) workweeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.
5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which they are entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of their intention regarding use of accrued paid leave to which they are entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of their portion of the premium, the

District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits, if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:
  - a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
  - b. be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.



# ADDENDUM D-1: CALENDARS

## 2022-2023 SCHOOL YEAR

### AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
♦29	♦30	♦31		

### SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	♦14
17	18	19	20	21
24	25	26	27	28
31				

### NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

#### SIGNIFICANT DATES

Aug. 29 - 31 ..... Teacher Work Day/ Prof. Learn. Imp. Day  
 Sept. 1-2 ..... Launch Conferences  
 Sept. 5 ..... Labor Day  
 Sept. 6 ..... First Day of Classes (1st through 12th)  
 Sept. 7 ..... First Day of Kindergarten (A/B Rotation)  
 Sept. 13 ..... First Day of All Kindergarten Together  
 Sept. 26 ..... First Day for School Day Preschool (PK)  
 Sept. 27 ..... First Day for AM/PM & CIP PK  
 October 14 ..... Prof. Learn. Imp. Day / Non-Student Day  
 Nov. 11 ..... Veterans Day  
 Nov. 23-25 ..... Thanksgiving Break  
 Dec 19-Jan 2 ..... Winter Break  
 Jan 16 ..... MLK Day  
 Jan 26-27 ..... Elementary Progress Conferences / Non-Student  
 Feb 3 ..... Semester Break-Day / Non-Student Day  
 Feb 20 ..... President's Day  
 Feb. 21 ..... Prof. Learn. Imp. Day / Non-Student Day  
 April 3-7 ..... Spring Break  
 May 29 ..... Memorial Day  
 June 9 ..... Last Day for AM/PM & CIP PK  
 June 13 ..... Last Day for School Day PK  
 June 16 ..... Last Day of School  
 June 19 ..... Juneteenth  
 June 20-22 ..... Weather Make Up Days

#### ELEMENTARY GRADING PERIODS

Jan. 27 ..... End of First Semester Elementary  
 June 16 ..... End of Second Semester Elementary

#### ELEMENTARY REPORTING

**First Grading Period**  
 Feb. 6 ..... Report Cards

**Second Grading Period**  
 June 16 ..... Report Cards

#### SECONDARY GRADING PERIODS

Nov. 4 ..... End of First Quarter  
 Jan. 27 ..... End of First Semester  
 Apr. 14 ..... End of Third Quarter  
 June 16 ..... End of Second Semester

#### SECONDARY REPORTING

Nov. 15 ..... First Quarter Report Cards Secondary  
 Feb. 7 ..... First Semester Report Cards Secondary  
 Apr. 24 ..... Third Quarter Report Cards  
 June 22 ..... Second Semester Report Cards

### FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	♦21	22	23	24
27	28			

### MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

### APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

### MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	★20	★21	★22	23
26	27	28	29	30

#### LEGEND

- First/Last day of School
- Late Start/Collaboration
- Holiday
- No School/School Break Day
- Conferences
- ▲ Friday Collaboration Day/Early Release
- ♦ Teacher Workday/Prof. Learn. Imp. Day
- ★ Weather/Emergency Makeup Day



# 2022-2023 SPS Calendar *DREAM. ACCESS. OPPORTUNITY.*

## ADDENDUM D-2: CALENDARS 2023-2024 SCHOOL YEAR

2023-2024																																							
<b>August '23</b>				Professional Learning Improvement Day (PLID)				<b>February '24</b>																															
S	M	T	W	T	F	S	Teacher Workday				S	M	T	W	T	F	S																						
		1	2	3	4	5	Late Start/Collaboration				4	5	6	7	8	9	10																						
6	7	8	9	10	11	12	First Day of Classes/ Last Day of School				11	12	13	14	15	16	17																						
13	14	15	16	17	18	19	Holidays				18	19	20	21	22	23	24																						
20	21	22	23	24	25	26	Conferences				25	26	27	28	29																								
27	28	29	30	31	Weather Make Up				Winter/Spring Breaks																														
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>																							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
					1	2	1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6								
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	7	8	9	10	11	12	13	7	8	9	10	11	12	13					
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	14	15	16	17	18	19	20	12	13	14	15	16	17	18					
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	21	22	23	24	25	26	27	19	20	21	22	23	24	25					
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	26	27	28	29	30	31	28	29	30	26	27	28	29	30	31	26	27	28	29	30	31				
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>				<b>December '23</b>				<b>January '24</b>				<b>February '24</b>				<b>March '24</b>				<b>April '24</b>				<b>May '24</b>				<b>June '24</b>			
<b>September '23</b>				<b>October '23</b>				<b>November '23</b>																															

## ADDENDUM D-3: CALENDARS 2024-2025 SCHOOL YEAR

2024-2025						
<b>August '24</b>		Professional Learning Improvement Day (PLID)	<b>February '25</b>			
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Teacher Workday						
Late Start/Collaboration						
First Day of Classes/ Last Day of School						
Holidays						
Conferences						
Weather Make Up						
Winter/Spring Breaks						
<b>September '24</b>		<b>March '25</b>				
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
<b>October '24</b>						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
<b>November '24</b>						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
<b>December '24</b>						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
<b>January '25</b>		<b>June '25</b>				
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
<b>February '25</b>		<b>July '25</b>				
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

# School Days	
Aug	2
Sept	20
Oct	22
Nov	17
Dec	15
Jan	18
Feb	17
Mar	20
Apr	17
May	20
June	12
<b>TOTAL</b>	<b>180</b>

**ADDENDUM D-4: EMPLOYMENT DATES**

<b>Number of Days:</b>	<b>189</b>	<b>190</b>
<b>Job Titles:</b>	Secondary Asst Manager Prep Worker Elementary Asst Manager	Elementary Manager Manager I, II, III
<b>Start Date:</b>	September 01, 2022 Work the first day School Launch	September 01, 2022 Work the first day of school Launch
<b>End Date*:</b>	June 15, 2023* Work one day before the last day of school	June 16, 2023* Work the last day of school – full workday