

NS

Nutrition Services

Tentative Agreement

Below are some general highlights regarding duration and compensation for *all units*:

- The duration of the Collective Bargaining Agreements is 3 years.
- The classified units (UT, IT, CGW, NS, SC and ESS) will see the following salary increases over the 3 year period:
 - 2022-2023 6.5% (IPD +1%)
 - 2023-2024 1.0% or IPD whichever is greater
 - 2024-2025 1.0% or IPD whichever is greater
- The Certificated bargaining unit will earn an increase of IPD for each year of the contract:
 - 2022-2023 5.5% (IPD)
 - 2023-2024 IPD
 - 2024-2025 IPD
- Any additional compensation improvements achieved by the bargaining unit will be listed in the attached documents.

To provide an opportunity for members to preview their unit specific materials and ask questions of their bargaining team, unit specific sessions will be held before the meeting.

Time	Unit	Location
4:00 PM	Certificated	Main Gym
4:00 PM	Educational Support Specialists	Auditorium
5:15 PM	Information Technologies	B 117/119
5:15 PM	Nutrition Services	Choir A107
5:00 PM	Secretarial/ Clerical	Library
5:30 PM	Unified Trades	B 303/305
5:00 PM	Custodial/Grounds/Warehouse	Band A109



As public employees every aspect of our work is political. Our curriculum, our funding, our salaries, our resources, so much is determined by local and state governments.

This year the legislature approved a 5.5% COLA adjustment after pressure from WEA. Our union bargained that into our salaries. That's an increase that ALL our members will see this year, earned through union efforts!



Join WEAPAC today so to keep electing pro-education, pro-union politicians and ensure our school communities have the support and benefits we need. Join and learn more by scanning the code.

General Membership Meeting Guidelines:

All units will convene in the main gym at 6:00 PM where a motion to ratify the tentative agreement will be discussed. We will use the parliamentary rules under Sturgis to run the meeting. Once a motion to ratify the agreement is on the floor you may only speak to that motion in the following ways:

1. You may speak for the motion
2. You may speak against the motion
3. You may ask a question about the motion
4. You may move to close debate
 - a. A motion to close debate is not debatable
 - b. If it passes, a vote will be called for on the motion to ratify.

To begin speaking at a microphone, please give your name, work location and your position on the motion.

Example: "I am John Doe from Adams Elementary School and I am speaking for the motion...."

General Membership Meeting Agenda:

1. Call the meeting to order – members from the breakout rooms come to main gym
2. Welcomes and Introductions
3. Explanation of the process
4. Motion and debate
5. Voting
 - a. WEAPAC presentation during the ballot counting
6. Announcement of results and next steps
7. Close the meeting

Article II – Business; Section 4 – Association Rights

P.12

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and 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.

i. 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.

Article III – Personnel; Section 3 – Employee Evaluation

P.16

A. Performance Evaluation Process for Non-Probationary Employees

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. ~~Principals may also provide input.~~

Article III – Personnel; Section 9 – Assignment and Transfers

P.23

C. Placement Procedures

1. Building/Program Reassignment Procedure:

b. The District shall seek volunteers to stay in the kitchen in the event the hours are reduced, or a lower paying position becomes available. A volunteer can only exercise this option if there are open/unfilled hours available.

F. Involuntary Transfer Procedure

4. In an attempt to prevent involuntary transfers, the District will seek volunteers.

b. Volunteers may choose to accept a lower paying job or a job with fewer hours but in the same kitchen.

J. Promotion

4. Process for Promotion

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. ~~an interview to determine prior successful experience related to the change of position, related skills or expertise, and overall match to the new position.~~

e. An interview committee will be formed that includes the following:

1. A HR representative will be present to assist in the interviews.

a. This person does not have to be the same person for each recruitment.

2. The supervisor for the kitchen where the open position exists shall sit on the interview committee.

3. 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

a. In the event there are no employees in the kitchen, another employee from the trained pool of NS employees will sit on the committee.

4. The top five (5) most qualified employees shall be granted an interview per open position.

5. HR or an NS Supervisor will be responsible for calling all internal applicants and sharing the hiring selection outcome.

a. 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.

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.

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 filling higher paying positions.

~~8. Only two (2) consecutive cross-training positions will be posted and filled as a result of a single opening in this category. A substitute will fill any vacant position remaining.~~

Article III – Personnel; Section 12 – Hours of Work and Overtime

P.35

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.

a. 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.

b. These employees will be paid at the secondary assistant manager rate of pay and will be scheduled to work up to (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 a day.

c. 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.

a. Fail to Fill Extra Hours/Overtime will be preapproved in kitchens in the following manner.

i. Two person kitchens will receive up to two (2) hours of potential extra/overtime

ii. Three to five person kitchens will up to one and a half (1 ½) hours of potential extra/overtime.

iii. Kitchens with more than five people will receive up to one (1) hour of potential extra/overtime.

b. Time will only be paid if it is worked. It must be recorded on an exception hours form.

J. 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 1st for the next school year. If circumstances between May 1st and start of the school year are such that modifications are needed, the District will communicate with the Association prior to any modifications.

2. The meal counts used to determine staffing shall be an average of the year from September to ~~March~~ April.

Q. Nutrition Services will work with their building administrative team to determine who will be required to clean the student meal tables.

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.

Article III – Personnel; Section 14 – Paid Holidays

P.39

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 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4th, or if they are assigned to work during the summer and their assignment includes work before and after July 4th.

Article III – Personnel; Section 17 – Opening and Closing Day

P.18

A. As a part of the kitchen manager’s work year, a minimum of one 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.

Article III – Personnel; Section 32 – Indoor Air Quality

P.43

A. If there is an environmental 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.

Article III – Personnel; Section 27 – Loss and/or Damage of Personal Property

P.45

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 ~~\$125~~ or the employee's deductible, whichever is less.

Article III – Personnel; Section 32 – Summer Employees

P.49

C. ~~Summer Jobs will be communicated to all NS employees posted and selection of summer employees will occur at Summer Selection Day.~~ Summer Selection Day shall occur prior to May 31 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.

2. 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.

3. Employees who do not attend and do not provide a ranking list shall not be awarded a position at summer selection day.

D. Summer program seniority is determined as follows:

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. ~~applicants will be screened against the basic posted job qualifications and an interview will be scheduled.~~

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% ~~5%~~

2. Employees working 30 to 39 days: 8% ~~10%~~

3. Employees working 40 or more days: 13% ~~15%~~

~~These stipends shall be calculated based on the 2017-2018 salary schedule.~~

H. Employees working ~~applying for and receiving~~ summer positions at different job title 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.

J. Driver positions shall be considered an Elementary Assistant Manager ~~a Worker II~~ position.

K. Assembly Line Leads shall be considered an Elementary Assistant Manager ~~a Worker II~~ position.

Article III – Personnel; Section 34 – Calendar

P.51

B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:

1. Three 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. ~~The Monday, Tuesday, and Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher work day. The order of these days shall be determined by the affected members~~

~~in each building. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.~~

~~2. The first day of instruction shall be determined by the certificated bargaining unit. The first day of instruction shall be the last Thursday in August. When not feasible, the parties will come together to schedule the first day.~~

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 19th, then Juneteenth shall be a non-student day.

7. Professional Learning Improvement days and Collaboration late start ~~Professional Peer Learning early release~~ 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.

Article IV – Leaves of Absence;	P.56
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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 of 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 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 may be 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 pre planning 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 accrues 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 work day 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.

E. 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 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 day's current compensation for each four 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 (45 days).

5. It is agreed that the provisions 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 ~~18~~ - 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 of extraordinary or severe nature;

b. Is a victim of domestic violence, sexual assault, or stalking;

c. Need 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 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; they can maintain up to 40 hours of annual leave and 40 hours of sick leave in reserve.

e. Serves, or has served, the country in one and meets one or 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 their 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's offer of volunteer services;

iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and 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 disability and requires assistance while attending appointments or treatments;

2. A condition or conditions listed above has caused, or is 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 annual 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 the above 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, a leave recipient cannot receive more than five hundred twenty-two (522) 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 2 – 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 they are sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's 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 may be 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 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 her physician indicated as the beginning of her 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 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 3 – Child Rearing Leave

~~Child rearing leave is covered under provisions of the family and medical leave.~~

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 2 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 (FMLA)

A. Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave (FML) during any fiscal year (September 1 - August 31), 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 is commenced on January 1, 2020, and employees may be eligible to receive this benefit under

the Washington State Family and Medical Leave 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 employees 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 benefits.

Section 7 15 – ~~Personal Non-Twelve Month Employee Vacation Leave~~

A. Two (2) ~~personal vacation~~ leave days will be granted each year. These days can be accumulated to a total of five (5). ~~Personal Vacation~~ 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 month employees will earn a salary increment stipend. See Article VI, Section 2, Stipends for details.

Section 8 5 - 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 6 - Bereavement Leave

A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. 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 of 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, 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 of 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 12 - Jury Service

A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to 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 mileage, 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 13~~ - Subpoena Leave

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 11~~ - 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 10~~ - Public Service Leave

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. Should individuals concerned find it necessary to leave their school posts at times other than their elected term, each situation will be handled individually upon the request of the employee.

Section ~~14 9~~ - Military Leave

A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.

B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave with pay.

Section ~~15 16~~ - Education Leave

A. Employees who desire to further their education may request to move from full- time to parttime, 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.

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

Section 16 20 - 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 completion 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 21 - Association Leave

A. The District shall provide to the Association an aggregate of two hundred fifty (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 impact on school activities by scheduling meetings outside of the school day.

~~F. Association leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for such employee(s).~~

Section 18 14 - Miscellaneous General Leaves of Absence

A. Upon approval by the District, an employee may take up to one 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 calendar year only.

B. The following types of leave will be considered under this policy:

1. Extensive travel—must be in best interest of the District.

2. Health of the employee or member of the employee's immediate family.

3. Child-rearing leave, if not covered under family and medical leave.

4. Other educational service so long as deemed beneficial to the District.

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

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) of 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

Section ~~20~~ 17 - Temporary Closure

A. In the event that one or more schools are closed because of an emergency, for one 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~~ 22 – Natural Disaster

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 VI – Salary and Benefits; Section 1 – Salary

P.68

B. During the life of this agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:

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 ~~2019-2020~~ school year, the salary schedule shall increase by 6.5% ~~1.0%~~

2. For the 2023-2024 ~~2020-2021~~ school year, the salary schedule shall increase by 1.0% ~~1.8%~~ or IPD whichever is greater.

3. For the 2024-2025 ~~2021-2022~~ school year, the salary schedule shall increase by 1.0% ~~2.0%~~ or IPD whichever is greater.

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

I. Manager positions will be created as follows:

Transport Manager - Elementary or secondary site that follows modified production models. Modified production models will either require some food pick up at another site or cannot serve/produce the established service models.

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

High School Secondary Manager - High school and middle school sites that follow full high school secondary production model.

~~K. Non-transport elementary kitchen will consist of an Elementary Manager and Worker II. Worker I position(s) may be assigned depending on hours allotted to kitchen.~~

~~L. Assistant Manager level will exist at Secondary model only.~~

Article VI – Salary and Benefits; Section 2 – Stipends P.70

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 certificate stipend per year. This stipend is paid in January.

Level One ~~or Two~~ - \$200

Level Two - \$300

Level Three - ~~\$400~~ \$300*

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 applicable level stipend.

~~*If the employee has a Level 3 certificate, and no BA or AA degree, they will be paid \$300 for the certificate stipend. If the employee has a BA or AA degree and a Level 3 certificate, the certificate stipend will be in the amount of \$200.~~

D. **Longevity Stipend** - ~~\$300~~ \$200 Longevity Stipend paid in February and 20 years must be reached by September 1.

Article VIII – Duration and Signatory Provision P.80

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, ~~2022~~ 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.

Elimination of MOUs

The following MOUs have been removed because their work has been completed or their purpose has expired.

ADDENDUM D: Employment Dates	P.88
ADDENDUM E: Interviewing and Hiring MOU	P.89
ADDENDUM F: Benefits MOU	P.91