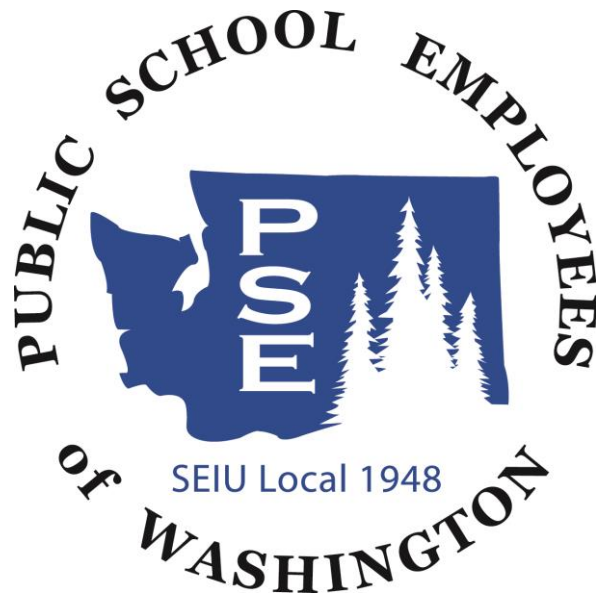


COLLECTIVE BARGAINING AGREEMENT BETWEEN
KENNEWICK SCHOOL DISTRICT #17
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
KENNEWICK NUTRITION SERVICE

SEPTEMBER 1, 2015 - AUGUST 31, 2018



Public School Employees Of Washington/SEIU Local 1948
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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI ASSOCIATION REPRESENTATION	5
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	9
ARTICLE IX LEAVES	10
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	14
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	16
ARTICLE XII INSURANCE	17
ARTICLE XIII RETIREMENT	22
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	22
ARTICLE XV GRIEVANCE PROCEDURE	23
ARTICLE XVI SALARIES AND EMPLOYEE COMPENSATION	25
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	27
SIGNATURE PAGE	28
SCHEDULE A 2015-2016	29
2016-2017	30
APPENDIX I FOOD SERVICE CERTIFICATION INCENTIVE SCHEDULE	31
NUTRITION SERVICES UNIFORM AND PERSONAL HYGIENE CODE	32-35
PERFORMANCE APPRAISAL FOR CLASSIFIED EMPLOYEES (attached)	

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2
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P R E A M B L E

This Agreement is made and entered into between Kennewick School District Number 17 (hereinafter "District") and Public School Employees of Kennewick Nutrition Services, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees who are full-time or regular part-time employees and who hold jobs in the classification of nutrition services. Excluded by specific mention is the Nutrition Services Director, Assistant Director, Field Supervisor and substitute employees. Substitutes who work thirty (30) days or more in any one (1) school year shall be paid the substitute rate of \$10.40. A substitute who works in the same position for ninety (90) consecutive workdays will be considered a regular employee on the ninety-first (91st) consecutive work day in that position, and paid at Step 1 on the salary schedule.

CONSECUTIVE DAYS IS DEFINED AS: "Consecutive workdays" is defined as continuous school days worked following one after another with no interruption or break. Breaks in time worked will restart the ninety (90) day count.

Section 1.3.1.

Temporary time assigned to an employee that is expected to be less than 90 days is paid as worked and is not benefit eligible. Should temporary time exceed 90 days, leave benefits will be applied retroactively and continue for the length of the temporary assignment.

Temporary time that is expected to be 90 days or more will be part of the pay contract and will be benefits eligible.

TEMPORARY TIME/POSITION IS DEFINED AS: Work time assigned to the employee which is expected to be less than 90 days or is not guaranteed to continue.

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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard to the rights and obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to the Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

1 **Section 3.4.**

2 Neither the District, nor the Association shall discriminate against any employee subject to this
3 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged
4 veteran or military status, sexual orientation including gender expression or identity, the presence of any
5 sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with
6 a disability in its programs and activities and provides equal access to Boy Scouts and other designated
7 youth groups.

8
9 **Section 3.5.**

10 Each employee shall have the right to see material placed in his/her personnel file, provided the request to
11 see it is made at the District Personnel Office during regular working hours. Derogatory material
12 contained in the personnel office shall be expunged, upon request, two (2) years after its placement in the
13 file. This does not include evaluations. The employee shall have the right to respond, in writing, to any
14 materials in the file and have such response become a part of the file. Disciplinary letters referencing
15 offenses against children shall be retained in personnel files.

16
17 **Section 3.6.**

18 Employees subject to this Agreement have the right to have Association representatives or other persons
19 present at discussions between themselves and supervisors or other representatives of the District as
20 hereinafter provided.

21
22 **Section 3.7.**

23 When an employee receives a written reprimand or warning from a supervisor that is to be placed in
24 her/his personnel file, the employee may request to sign the form, such signature only indicating that
25 she/he is aware of its existence. The District shall attach any written response to the reprimand from the
26 employee and place it in the personnel file.

27
28 **Section 3.8.**

29 Investigatory meetings and disciplinary meetings will be held at separate times. In investigatory actions,
30 whenever possible, the District will give the following notice:

- 31 1. Minimum written notice of twenty-four (24) hours prior to the meeting time. Notice may be
32 waived by the employee.
- 33 2. Inform the employee of the allegations, in writing, a minimum of twenty-four (24) hours prior to
34 the meeting time.
- 35 3. Inform the employee that she/he has the right to have a representative at the meeting.
- 36 4. The District shall endeavor to provide notice of as far in advance of twenty-four (24) hours as is
37 feasible.

38
39 In all disciplinary actions where formal written charges are to be given an employee, the District will,
40 whenever possible, give the following notice:

- 41 1. Minimum written notice of twenty-four (24) hours prior to the meeting time. Notice may be
42 waived by employee.
- 43 2. Inform the employee that she/he has the right to have a representative at the meeting.
- 44 3. The District shall endeavor to provide notice of disciplinary action as far in advance of
45 twenty-four (24) hours as is feasible.

1 **Section 3.9.**

2 Employees working in kitchen areas and around food will be expected to conform to the attached
3 standards.
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7 **ARTICLE IV**

8
9 **RIGHTS OF THE ASSOCIATION**
10

11 **Section 4.1.**

12 The Association has the right and responsibility to represent the interests of all employees in the unit; to
13 present its views to the District on matters of concern, either orally or in writing; to consult or to be
14 consulted with respect to the formulation, development, and implementation of industrial relations matters
15 and practices as set forth in Article V.
16

17 **Section 4.2.**

18 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
19 officials of the Public School Employees of Washington State Organization.
20

21 **Section 4.3.**

22 The President of the Association and designated representatives will be provided time off without loss of
23 pay to a maximum of four (4) days total per year to attend regional or State meetings when the purpose of
24 those meetings is in the best interest of the District as determined by the District Administration. This is
25 not four (4) days for each person, but four (4) total days for this use.
26

27 **Section 4.4.**

28 Representatives of the Association, upon making their presence known to the District, shall have access to
29 the District premises during business hours, provided, that no conferences or meetings between employees
30 and Association representatives will in any way hamper or obstruct the normal flow of work.
31

32 **Section 4.5.**

33 The Association shall promptly be notified by the District of any grievance or any investigation herein
34 relating to potential disciplinary actions of any employee in the unit in accordance with provisions of the
35 discharge and grievance procedure Articles contained herein. The Association is entitled to have an
36 observer at hearings/meetings conducted by any District official or body arising out of grievance and to
37 make known the Association's views concerning the case, unless the employee involved objects to the
38 presence of the Association.
39

40 **Section 4.6.**

41 The Chapter President will be included in the planning of the school calendar.
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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Negotiation.

The parties have an obligation to negotiate and bargain in good faith as directed by RCW 41.56 in regard to wages, hours, grievance procedures, and general working conditions of the employees in the bargaining unit subject to this Agreement.

Section 5.2. Consultation.

If the District contemplates making changes in benefits and general working conditions, which are normally bargainable under RCW 41.56 and which are not covered by the Agreement, the District will notify the Association of the possibility of change. Upon receipt of that notification, the Association may request the opportunity to consult with respect to those matters. When the District receives such a request to consult with the Association, it shall meet and consult. The foregoing consultation procedure shall be informal and shall not be interpreted so as to require the District to reach any agreement with the Association with respect to any matter, nor require the exchange of proposals.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Committee.

Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The committee shall consist of the Association Executive Board and a member of the bargaining unit to be determined by the Association and the District Classified Human Resources Manager, Nutrition Services Director and management representatives chosen by the District. These committee meetings shall be conducted during early release days, if possible.

Section 6.2.

The Association representatives may represent the Association and employees in meetings with officials of the District to discuss appropriate matters of mutual interest. Employees must report to their supervisor before these meetings, formal or informal, take place during the work day. They may receive and investigate to conclusion complaints or grievances of employees on District time when necessary and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee. Association representatives will guard against the use of excessive time.

Section 6.3.

Time during working hours, whenever possible, will be allowed for the PSE Field Representative to discuss with the employees grievances and appropriate matters directly related to work situations in their

1 area or craft. Association representatives will guard against the use of excess time in the handling of such
2 matters.

6 ARTICLE VII

8 HOURS OF WORK AND OVERTIME

10 **Section 7.1.**

11 The workweek shall normally be weekdays (Monday through Friday). If an employee works on Saturday
12 or Sunday, the employee shall be compensated at a rate of one and one-half (1½) times the employee's
13 hourly rate. Under emergency situations, the District has the authority to compel employees to work on a
14 Saturday or Sunday. At the end of school breaks, specifically Thanksgiving, Winter Break, and Spring
15 Break employees may be required to return to work on an unscheduled work day in order to prepare
16 food for the first day of school. The employee is required to request permission from their supervisor
17 prior to the beginning of the break. The employee will be paid as worked for this time.

18 **Section 7.1.1. Early Release.**

19 Nutrition Services Employees will be paid based on the days students are present. (Currently
20 180 day calendar) Early release days are defined as those days, which are scheduled to be
21 equal to or less than one-half a regular school day, such as report card preparation, conferences,
22 the day before a holiday, and the last day of school. Unless directed by the supervisor to
23 remain at work, the employee may use one of the following options on these early release days;
24 after the students have been dismissed for the day:

- 25 1. Work regularly scheduled hours.
- 26 2. Request vacation or personal leave for unworked hours.
- 27 3. Request compensatory time as accrued under Section 7.6.
- 28 4. Accept a deduction of pay for the unworked hours.

29 If the employee does not select one (1) of the options within three (3) business days, she/he will
30 accept a deduction of pay (#4).

31 **Section 7.2.**

32 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed
33 without prior notice to the employee of two (2) calendar weeks. In the event of extenuating or unusual
34 circumstances, the employee may be given another assignment to be worked during their regularly
35 scheduled shift with less than the two week notification. This notice may be waived by the employee.

36 **Section 7.3.**

37 All regular work shifts assigned will be for a minimum of three (3) hours.

1 **Section 7.3.1.**

2 Nutrition Services employees who work more than a 5 hour shift are required to take a thirty
3 (30) minute meal break, for which no pay shall be given. Each employee shall be provided
4 breaks and lunch periods as follows:

- 5
- 6 1. Employees who work 3.5 to 5 hours will receive one (1) 15 minute paid rest break.
 - 7 2. Employees who work more than 5 hours will receive one (1) 15 minute paid rest break
8 and one (1) 30 minute unpaid meal break.
 - 9 3. Employees who work 7.0 hours or more will receive two (2) 15 minute paid rest breaks
10 and one (1) 30 minute unpaid meal break.

11

12 Breaks and lunch will be scheduled by Nutrition Services Managers after discussion with each
13 employee.

14

15 **Section 7.4.**

16 Nutrition Services employees, who attend staff meetings, and/or in-service training programs, will be paid
17 for no less than one (1) hour at the employee's hourly rate of pay for meetings held outside the normally
18 scheduled work shift. Management has the right to hold required meetings and/or trainings on designated
19 state or district in-service days.

20

21 **Section 7.5.**

22 It is mutually agreed that the Employer shall not contract out the lunchroom services during the term of
23 this Agreement.

24

25 **Section 7.6.**

26 Regular part-time qualified personnel from within the same kitchen shall be given preference in filling
27 a casual substitute vacancy in any classification

28

29 **Section 7.7.**

30 Employees requested or who volunteer to work a shift regularly filled by a higher classification employee
31 shall receive compensation of eighty-five cents (\$0.85) per hour more than their current wage. Cooks
32 covering an entire shift for a cashier will be paid the differential rate of pay (.85). Employees
33 performing brief periods of collecting payments at the cashier station will not be considered working in a
34 higher classification.

35

36 (Beginning 9-1-12 Cooks performing minimal cashier duties in Nutrition Services will be paid their
37 regular hourly Nutrition Services rate as per Nutrition Services Schedule A. However, all employees
38 hired for full cashier duties will be paid as per Paraeducator Schedule A)

39

40 Employees who are required to work in a lower paying classification shall retain their current wage.

41

42 **Section 7.8.**

43 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
44 District will make every effort to inform each employee to refrain from coming to work. This notification
45 shall be in the form of public radio/TV announcements. Employees reporting to work shall receive a
46 minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee

1 shall be entitled to any such compensation in the event he/she has been actually notified by the district of
2 the closure prior to leaving home for work.

3
4 **Section 7.9. Overtime.**

5 All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½)
6 times the employee's base pay. Employees called back on a regular workday or called on Saturday or
7 Sunday shall receive no less than two (2) hours pay at the appropriate rate.

8
9 **Section 7.10.**

10 Employees must receive prior approval before working overtime. Overtime shall, at the employee's
11 option, be accrued as comp time or as hours worked for pay at time and a half. Use of comp time must be
12 pre-approved by management. Once comp time is scheduled, it may not be changed without the
13 employee's consent.

14
15 **Section 7.11. Catering.**

16 The District will occasionally prepare food for school sponsored events other than hot lunch and breakfast
17 programs. On those occasions, school personnel will be used to prepare and serve food. Catering
18 assigned to school employee(s) will be awarded to the most senior employee(s) at that site. In the event
19 no employee at the site is available, the work shall be awarded to the most senior, available employee on
20 the catering list. In some cases, where food is prepared and purchased from outside sources, including
21 Tri-Tech, Nutrition Services employees may or may not be used depending on the event. Employees
22 interested in catering will email the department secretary. To be included on this catering call list for the
23 first semester, employees must sign up by September 15. For the second semester, sign up must occur by
24 February 15. Employees shall be selected for catering from this list by seniority and availability.

25
26 Employees who refuse the offer of additional time for catering will be rotated to the bottom of the
27 catering list until the next sign –up period. Three (3) refusals of additional time in one school year will
28 result in removal from the catering list until the next school year. Additional time that could result in
29 overtime (more than 40 hours in a work week) will not be approved.

30
31 In cases where the District's kitchens are used, bargaining unit employees will be used for food
32 preparation. In all cases of catering, the District reserves the right to use volunteers or other school
33 employees to serve catered food. Pay beyond the normal workday for catering will be at the employee's
34 current hourly rate.

35
36 It is understood that, from time to time, District facilities are rented out. This can include rental of
37 kitchens and cafeterias. In these cases, the bargaining unit may not be used; however, the District may
38 require, as a condition of renting facilities, the inclusion of Nutrition Services employees to assist,
39 monitor, and supervise the activities. Employees from the catering list will be contacted to fill these
40 positions in order of seniority.

ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans' Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shifts at their base rates at the time the holiday occurs. Should a holiday occur while an employee is on vacation the employee shall receive the holiday pay. The District retains the right to request employees to furnish proof of illness.

Section 8.1.2.

When paid holidays fall on a Saturday or Sunday, the District shall have the discretion of declaring either the following Monday or the preceding Friday as the holiday.

Section 8.1.3. Worked Holidays.

Any time worked on holidays shall be paid at the overtime rate in addition to an employee's daily rate. However, if school should be held on a legal holiday or on a day designated by the School District as a legal holiday, the working employee shall be compensated at two (2) times the hourly rate.

Section 8.2. Vacation.

All employees on the regular payroll shall receive ten (10) workdays paid vacation annually per the following formula. Vacation entitlement shall be provided on the basis of average hours worked per day in the previous school year and the number of months worked per year (i.e., 9/12 (75%) x 10 days x average hours worked in previous school year x hourly rate). Ten (10) month employees will be prorated at 10/12 (83%). Eleven (11) days worked in any one calendar month shall count for a month in vacation credit. Employees must complete vacation requests on the approved district form and submit to their supervisor a minimum of three (3) workdays in advance. Vacations will be approved on a case-by-case basis.

Section 8.2.1.

On completion of five (5) consecutive years of service, beginning with the start of the sixth (6th) full year, an employee shall receive one (1) additional day paid vacation, prorated using the formula in Section 8.2. For each additional year of service thereafter, an employee shall receive one (1) additional day up to a maximum of twenty (20) days (prorated to 9/12). Five (5) consecutive months worked in the first year of employment will constitute a full year of service for vacation calculation.

1 As of Sept. 1, 2007, all current employees of 14 years and beyond shall be grandfathered and
2 continue earning vacation per past practice until resignation or retirement. (see attached
3 spreadsheet).

4
5 **Section 8.3.**

6 Upon retirement PERS 1 employees will not cash out more than thirty (30) days of vacation in the final
7 two (2) years of employment, that cash out generates “excess cost” billings for PERS 1 participants to the
8 District. In the event the above-described “excess cost” cash out has taken place, the employee must
9 reimburse the District for the vacation cashed out which generated the excess billing liability. The
10 employee will then be required to take that amount cashed out beyond the thirty (30) days in the form of
11 vacation time off, prior to retirement.

12
13 **Section 8.4.**

14 Vacation shall be granted to all employees on September 1 based upon their hours worked in the prior
15 year ending August 31.

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17
18 **ARTICLE IX**

19
20 **LEAVES**

21
22 **Section 9.1. Sick Leave.**

- 23 1. Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
24 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
25 school year.
- 26 2. Eleven (11) workdays during the month shall qualify an employee to receive sick leave credit
- 27 3. All sick leave accumulation shall be in accordance with applicable laws, rules and regulations.
- 28 4. Sick leave benefits shall be paid on the basis of the employee's hourly rate applicable to the
29 employee's normal daily work shift at the time the sick leave is taken.
- 30 5. Sick leave may be used for illness, injury, and emergencies.
- 31 6. Sick leave shall be accounted on an hourly basis, being granted upon the basis of the number of
32 hours being worked in a regular workday at the time it is earned.
- 33 7. Sick leave will be granted in accordance with applicable laws. A physician’s statement of
34 illness may be required upon the request of the Human Resources Manager or designee, the
35 Supervisor(s) of Nutrition Services under the following conditions:
- 36
- 37 A. When there is a question regarding the employee’s fitness for duty.
 - 38 B. When the employee has requested and been denied other leave for the same days the
39 employee takes sick leave.
 - 40 C. When the employee has exhausted all available sick leave.
 - 41 D. When an illness exceeds five (5) days.
 - 42 E. If the employee has been placed on an attendance improvement plan.
 - 43 F. When the employee requests sick leave immediately before or after a holiday.
- 44

45 Employees who separate from the school district and who are eligible pursuant to the provisions of
46 RCW 28A.400.210 will be allowed to cash out unused sick leave at the rate of one (1) day’s pay
47 for four (4) days of sick leave.

1 **Section 9.1.1.**

2 Any employee covered by Worker’s Compensation and State Industrial Insurance, may at the
3 employee’s option, upon loss of time due to a job related injury or illness, be paid sick leave in
4 the amount of the difference between his/her regular pay and compensation received from
5 Worker’s Compensation. Utilization of paid leaves shall be at the employee’s option and shall
6 only be implemented upon request of the employee. The full amount of sick leave shall be paid
7 for the first three (3) days. Should an employee later receive compensation from the Workers
8 Compensation for the first three (3) days of absence, the amount paid the employee shall be
9 credited to the District from monies due the employee in the next payroll period. That portion
10 of sick leave paid, as determined by the ratio of regular sick leave and State Industrial
11 Compensation, shall be charged against the employee's accrued sick leave.
12

13 **Section 9.1.2. Sick Leave Incentive Attendance Program.**

14 In January of the year following any year at which a maximum of sixty (60) days of leave for
15 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
16 option to receive remuneration for unused leave from the previous year for illness or injury in
17 excess of sixty (60) days accumulated leave at a rate of one (1) day's monetary compensation
18 for each four (4) days of accrued leave for illness or injury, which days shall be deducted from
19 accrued leave time. At the time of separation from school district employment due to
20 retirement or death, an eligible employee or employee's estate shall receive remuneration at a
21 rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for
22 illness or injury. All cash out remuneration shall be at the employee's current salary rate at the
23 time of the cash-out. The maximum accumulation for calculation of remuneration is one
24 hundred eighty (180) days.
25

26 **Section 9.1.3. Leave Sharing.**

27 Leave sharing be implemented in accordance with RCW 28A.400.380. The purpose of this
28 section is to permit employees to donate accumulated leave to a fellow employee who is
29 suffering from an extraordinary or severe illness, injury, impairment, or physical or mental
30 condition which has cause or is likely to cause the employee to take leave without pay or
31 terminate his/her employment.
32

33 **Section 9.2. Bereavement Leave.**

34 Each employee shall be entitled to one (1) day, up to a maximum of five (5) days leave with pay for each
35 occasion when the absence is caused by the death of a relative or other (as approved by the District). The
36 number of days granted, shall be determined between the employee and his/her supervisor. Such leave
37 shall not be deducted from sick leave and is noncumulative. Employees will be allowed time off to attend
38 the funeral of a friend, not to exceed one (1) day. An official death, funeral notice or program may be
39 requested by the supervisor upon the employee’s return.
40

41 **Section 9.3. Emergency Leave.**

42 With approval of the supervisor, employees will be granted emergency leave when an event or unforeseen
43 combination of circumstances calls for immediate action on the part of the employee and which cannot be
44 attended to outside the employee's regular hours of work.
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1 **Section 9.4. Maternity Leave.**

2 Upon application therefore, by an employee subject to this Agreement, the District shall grant maternity
3 leave. Such leave shall commence at such time as the employee, and her medical advisor, deem
4 necessary. The District may require medical certification. Employees granted maternity leave must return
5 to work not later than sixty (60) calendar days following termination of pregnancy. Employees granted
6 maternity leave may, at their option, be allowed compensation for maternity leave in accordance with
7 Section 9.1 of this Article. After exhaustion of the sixty (60) calendar days, such employees may be
8 granted a maternity leave of absence pursuant to Article IX of this Agreement.
9

10 **Section 9.5. Jury Duty/Court.**

11 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a
12 witness in court or is named as a co-defendant on behalf of the School District, he/she shall receive
13 his/her normal days' pay for each day he/she is required in court; provided, however, that any expense
14 reimbursement received for such service shall be retained by the employee. If an employee is dismissed
15 from jury selection, or if an employee is dismissed from jury duty with two (2) hours or more remaining in
16 the regular work day, that employee should notify their immediate supervisor of their availability to return
17 to work.
18

19 In the event that an employee is summoned as a party in a court action, such employee may use personal
20 leave, emergency leave, vacation leave or unpaid leave.
21

22 **Section 9.6. Leave Of Absence.**

23 In order to be eligible to take a leave of absence, the employee must work one calendar year. A leave
24 of absence, not to exceed one (1) year, may be granted upon request of the employee. The employee is
25 responsible to inform the District of his/her wish to return to work and must apply for posted positions.
26 Once the employee has returned to employment they will not lose accrued seniority, salary, vacation
27 and sick leave rights. However, vacation credits and sick leave shall not accrue while the employee is
28 on leave of absence. If there are no positions for the returning employee, they will be considered to be
29 on lay-off and shall be governed by Article X. A leave of absence will not be granted when the
30 purpose of such leave is to pursue other employment.
31

32 **Section 9.6.1.**

33 Employees on a Medical LOA or Workers Compensation are responsible for updating their
34 supervisor or the KSD risk manager, whichever is appropriate, on their status every thirty (30)
35 days.

- 36 1. Non-medical LOA of 90 workdays or more: When a regular employee has been
37 granted a leave of absence, the duration of which is expected to be ninety (90)
38 workdays or more, the assignment will be considered open and put up for bid and will
39 be posted per Section 10.8. Upon return of the regular employee from a leave of
40 absence exceeding ninety (90) workdays, he/she will be eligible to bid on any new or
41 open assignments without loss of seniority.
42
- 43 2. LOA of less than 90 workdays: A regular employee requesting a leave of absence, the
44 duration of which is expected to be less than ninety (90) workdays, will retain their
45 position until the time of return. This assignment will be covered in accordance with
46 the CBA during the employee's absence; if no current employee is available; the
47 assignment shall be filled by a substitute employee. If an employee fails to return

1 within the ninety (90) workday period, the assignment will then be opened for bid.

- 2
- 3 3. LOA Due to medical reasons, including L/I. When an employee is anticipated to be on
4 extended leave for medical reasons (L/I or other medical), of the employee or family
5 member (Not L/I), paid or unpaid, the vacated assignment will be filled by a temporary
6 employee. If an employee exceeds twelve (12) calendar months on L/I or other
7 extended medical reasons of the employee, their position will be posted as a continuing
8 position. Employees shall retain their seniority date during this period for up to two
9 years from the initial date of leave.

10

11 The employee will be eligible to bid on available positions, or perform fill-in work when released
12 to return to work, if released prior to the two (2) year limit. When performing fill-in or sub-work,
13 employees will be paid the Cook Step I rate shown on Schedule A. Employees shall retain their
14 seniority date during this period for up to two (2) years from the initial date of leave.

15

16 **Section 9.7. Parental Leave.**

17 Five (5) days of parental leave shall be granted to employees who are the non-birth parent or partner
18 upon request. Notification shall be given to the District Office as soon as possible as to the intended
19 starting time of such leave. Parental leave shall be deducted from the employee's sick leave, pursuant
20 to Section 9.1. Additionally, a non-birth parent may request a leave of absence for parental leave
21 under any applicable rules, policies, provisions or laws that may apply.

22

23 **Section 9.8. Personal Leave.**

24 Three (3) days of personal leave, unrestricted and discrete from sick leave, shall be granted for matters,
25 which cannot be attended to outside of normal working hours. Notification, whenever possible, will be
26 scheduled with the immediate supervisor in advance. Unused personal leave may be cashed out at fifty
27 percent (50%) in July of each year or "rolled" (100%) into the employee's sick leave bank, as long as sick
28 leave does not exceed a total accrual of twelve (12) days per year. The employee must use the appropriate
29 request form and submit it to the payroll office by July 1st of each year. An employee who is hired after

30

31 February 1st or leaves employment prior to February 1st is eligible to receive one and one-half (1.5)
32 personal days.

33

34 **Section 9.9. Family Leave.**

35 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer
36 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked 950
37 hours or more in the previous twelve (12) months and meet the other eligibility requirements contained
38 in the FMLA. In addition to any other leave provided for elsewhere in this Agreement, upon the birth
39 of a child, the placement of a child with an employee for adoption or foster care, or for a serious health
40 condition of an employee or an employee's spouse, child or parent, each employee who has worked
41 950 hours in the previous twelve (12) months is entitled to a maximum of twelve (12) weeks unpaid
42 leave; provided, however, that employees may substitute accrued vacation or other personal leave for
43 leaves related to the birth/adoption/foster care of a child, and may use accrued sick leave to care for
44 themselves or sick family members as defined above. The employee must provide the Employer with
45 at least thirty (30) days written notice for foreseeable leaves for birth, adoption and planned medical
46 treatment. During this leave, the Employer will continue to pay the same portion of insurance
47 premiums as when the employee was working, and will maintain the employee's coverage under any

1 group health plan. Upon return from such leave, the Employer will place the employee in his or her
2 previous position, or one with equivalent pay and benefits.
3
4

6 A R T I C L E X

8 P R O B A T I O N , S E N I O R I T Y A N D L A Y O F F P R O C E D U R E S

10 **Section 10.1.**

11 The seniority of an employee within the bargaining unit shall be established as of the date on which the
12 employee began continuous daily employment, hereinafter ("hire date"), unless such seniority shall be lost
13 as hereinafter provided.
14

15 **Section 10.2.**

16 Each new hire shall remain in a probationary status for a period of not more than six (6) months, not
17 including two (2) months in summer. (example: hire date is 3/15/11 – probation would end on 11/15/11)
18 following the hire date. During this probationary period the District may discharge such employee at its
19 discretion. Each probationary employee shall have a probationary evaluation, within three (3) months
20 of hire, not counting two (2) months in summer. Probationary employees shall be informed, prior to
21 the evaluation, of any deficiencies and given an opportunity to improve, if applicable.
22

23 Seniority right for probationary employees may not prevail for promotion until they have received a
24 satisfactory evaluation at the end of their probation period.
25

26 **Section 10.3.**

27 Upon completion of the probationary period, the employee will be subject to the rights and duties
28 contained in this Agreement retroactive to the hire date.
29

30 **Section 10.4.**

31 The seniority rights of an employee shall be lost for the following reasons:

- 32 A. Resignation;
 - 33 B. Discharge; or
 - 34 C. Retirement.
- 35

36 **Section 10.5. Seniority rights shall not be lost for the following reasons, without limitation:**

- 37 A. Time lost by reason of industrial accident, illness or judicial leave;
 - 38 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
39 United States;
 - 40 C. Time spent on other authorized leaves; or
 - 41 D. Time spent in layoff status as hereinafter provided.
- 42

43 **Section 10.6.**

44 Senior permanent employees will have preferential rights over junior employees regarding promotions,
45 assignment to new or open jobs or positions, and layoffs, when minimum qualifications are met. If the
46 District determines that seniority rights should not govern because the senior employee does not possess
47 minimum qualifications and the junior employee or outside applicant possesses qualifications

1 substantially greater than a senior employee, the District shall, set forth in writing to the bypassed
2 employee and the Chapter President the reasons why the senior employee has been bypassed.

3
4 **Section 10.7.**

5 There shall be a single seniority list established for Nutrition Services throughout the District. In the event
6 of a layoff, reduction in force, or a cut in hours, it shall be done according to seniority, with the District
7 taking into account hours worked, wages, and job category. In spite of these variables, junior employees
8 may not displace senior employees.

9
10 **Section 10.8.**

11 The district shall post all new or vacant positions within ten (10) workdays of the creation of such
12 openings, provided the District believes the position is necessary. All open positions shall be posted via
13 the District's employment website, as well as through the Nutrition Services weekly newsletter. A copy
14 of each posting shall be provided by email to the Chapter President. All postings shall be publicized for a
15 minimum of five (5) workdays before the opening is filled.

16
17 Full-time and regular employees who bid on and are awarded a promotion to a kitchen manager or
18 supervisor position in accordance with Section 10.6, shall be considered to be in a trial period not to
19 sixty (60) workdays, or earlier by mutual consent with a the right to return to the previous permanent
20 status. During this period, the employee will be informally evaluated and/or trained in the skills and
21 requirements of the new job classification. A substitute employee shall be assigned to fill such
22 employee's former position during the trial period. An employee may voluntarily request to return to
23 his/her former position during the trial period, or may be returned to their former position if found to
24 be deficient in the skills of the position during the informal evaluation. This section does not apply to
25 lateral moves.

26
27 **Section 10.8.1.**

28 In addition to openings created by other circumstances, positions shall be declared open and
29 publicized for bids as follows:

30
31 Temporary vacancies, when the duration of the vacancy is expected to be ninety (90) workdays
32 or longer.

33
34 Vacancies caused by extended medical leave, including approved sick leave, shall be posted
35 and filled for the duration of the leave when the vacancy is expected to be ninety (90) workdays
36 to a maximum of twelve (12) calendar months. If a continuing employee fills this position,
37 his/her position will not be posted but will be filled by a substitute for the duration. A
38 continuing employee affected by a temporary move will return to their former position and rate
39 of pay when the temporary position has expired.

40
41 Adjustments in positions of more than one (1) hour from the most recent posting.

42
43 **Section 10.8.2. Summer Positions**

44 Temporary summer positions will be posted and awarded at a summer bid fair to be held prior to
45 the beginning of the assignments. Positions will be awarded based on seniority. Employees will
46 be notified of the positions available prior to the bid.

1 Nutrition Services employees with seniority who bid on and are awarded a summer school
2 temporary position will be paid as worked during the temporary position and will be paid holiday
3 pay for July 4th based on the hours of the summer temporary position. Sick and vacation leave
4 will not accrue and may not be utilized.

5
6 Summer school positions are paid at cook wages at the same step currently held by the employee,
7 plus whatever incentive pay (if any) the employee was paid during the school year prior to
8 summer school.

9
10 **Section 10.9.**

11 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
12 District according to seniority. Such employees are to have priority over junior employees and outside
13 applicants in filling an opening in the classification held immediately prior to layoff. If the employee is
14 on layoff and new or open positions are posted, current employees will have priority in accordance
15 with the seniority provision. Employees on layoff status will have absolute priority over non-
16 employees in filling open and new positions, provided the employee is qualified. Names shall remain
17 on the reemployment list for one (1) year.

18
19 **Section 10.10.**

20 Employees on layoff status shall file their addresses in writing with the personnel office of the District and
21 shall thereafter promptly advise the District in writing of any change of address.

22
23 **Section 10.11.**

24 In case of layoff, the District will give employees at least two (2) weeks written notice of the impending
25 layoff. The District shall make every effort to provide layoff notification prior to the expiration of the
26 school year.

27
28 The reduction of an employee's hours shall not take place without consultation between the Association
29 and the District.

30
31
32 **ARTICLE XI**

33
34 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

35
36
37 **Section 11.1.**

38 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
39 justifiable cause shall be resolved in accordance with the grievance procedure hereafter provided. The
40 parties agree that a policy of progressive discipline will be used when applicable. Progressive discipline
41 may consist of a verbal warning, written reprimand, suspension without pay, and ultimately to discharge.
42 Administrative Leave with pay can be used during a period of investigation.

43
44 **Section 11.2.**

45 The District shall provide notice of unsatisfactory performance to any employee, other than a probationary
46 employee, whenever the performance is not satisfactory to meet the District's minimum expectations for
47 the position held. Failure of an employee to maintain an acceptable level of performance shall be

1 adequate reason to discharge that employee. The parties agree that the steps of progressive discipline will
2 generally be followed in this process.

3
4 Should the employee be given a written or verbal reprimand the immediate supervisor will notify the
5 employee in writing that: (a) the employee's performance is satisfactory and that the employee is no
6 longer under a warning, or (b) give the employee notice of further discipline or termination and the
7 reasons therefore. Failure of an employee to maintain an acceptable level of performance, as described in
8 the warning notice, shall be adequate reason to discharge that employee.

9
10 **Section 11.3.**

11 The Nutrition Services Director or management level designee shall discuss annual employee evaluations
12 with each employee. Employees' evaluations shall be prepared on the attached form. Such discussions
13 shall be held in private, allowing the employee an opportunity to respond, in writing, if the employee so
14 desires. Kitchen Manager shall not be expected to evaluate other kitchen employees.

15
16
17 **ARTICLE XII**

18
19 **INSURANCE**

20
21
22 **Section 12.1. Insurance.**

23 The parties agree to abide by state law relating to the School District Employees Benefits. The School
24 District shall not use state benefit allocations for any purpose other than insurance benefits.

25
26 **Section 12.2. Contributions.**

27 The District shall contribute an amount, equal to the state contribution, beginning September 1st of
28 each year and continuing for twelve (12) months thereafter (August 31), for each full-time equivalent
29 employee in the bargaining unit and a prorated amount of same for all regular part-time employees, to
30 be used for the purchase of insurance benefits.

31
32 **Section 12.3. Eligibility.**

33 Those employees projected to be working three (3) hours or more shall be eligible to receive a District
34 contribution, based on State Allocation amounts, for the selected benefits (both mandatory and
35 optional) that is a prorated percentage of a full-time equivalent employee's contribution. The
36 percentage of full-time equivalence (FTE) will be determined by projecting the expected work year for
37 an employee and finding the percentage that the projection is of a full-time position. A full-time
38 position, for purpose of insurance benefits, is defined as 1,440 hours per year.

1 **Section 12.4. Continuing Eligibility.**

2 To continue to remain eligible for the District insurance contribution, employees must meet the
3 following criteria:

4
5 #1 - Work at least five (5) days or be in a paid status within a contracted work month. (This could
6 include donated leave.)

7
8 #2 - Be on an authorized leave that meets the eligibility requirements of the Family Medical Leave
9 Act (FMLA). Employees who do not maintain these eligibility requirements will be responsible
10 for self-paying the entire insurance amount for that month (entire amount includes: district
11 allocation/pool allocation and out of pocket expenses).

12
13 Employees who cannot self-pay the entire amount for that month may not receive coverage the
14 following month. Employees may opt to reinstate their optional coverage once eligibility has been re-
15 established and if their absence is recognized in the criteria of the Family Medical Leave Act.

16
17 Employees who fail to meet the eligibility requirements listed above, and the continuing eligibility
18 requirements due to extreme and exigent circumstances, must contact the Benefits Office to discuss the
19 status of their insurance coverage.

20
21 The District payroll/benefits office will notify employees of all their options prior to cancellation of
22 any insurance benefits.

23
24 **Section 12.5. Leave of Absence.**

25 Those employees who are on approved (unpaid) leave of absences in accordance with Article IX,
26 Section 9.6, and who do not continue their insurance during their leave of absence (self-pay) may
27 reinstate insurance benefits upon the conclusion of their leave of absence provided they meet eligibility
28 requirements.

29
30 **Section 12.6. Less than Twelve (12) Month Coverage.**

31 For those employees whose work year may be less than twelve (12) months, insurance coverage shall
32 continue for twelve (12) months, provided, however, that the employee continues to meet the
33 eligibility requirements, and has not terminated from district employment.

34
35 For those employees paid on a less than twelve (12) month basis, arrangements to pay their out-of-
36 pocket amounts for the non-work months must be made prior to May 10th of each school year.
37 Employee can select one of the following options:

38
39 **Personal Checks:**

40 Personal checks to cover the employee's out-of-pocket portion of summer months (July and
41 August) must be submitted to the District payroll office by June 30. Failure to remit may result in
42 the loss of benefits.

43
44 **Payroll Deductions:**

45 Employees who opt to have payroll deductions in the months of May and June to satisfy the
46 July/August premium portions must sign the authorization form for a payroll deduction. Those
47 employees performing summer work may modify the above decision and have those portions

1 deducted from the summer pay warrants. Any decision to modify must be in writing and submitted
2 to payroll by June 30th.

3
4 **Section 12.7. Distribution of Allocations.**

- 5 1. Mandatory benefits for each employee includes dental and vision programs and requires the
6 participation of each eligible employee. This amount is deducted from the state allocation
7 based on FTE for each employee.
- 8 2. Each employee will make his/her selection of optional benefits under the insurance program
9 provided herein.
- 10 3. Additionally, the KSD will contribute annually to the pool, monies equal to (unit FTE/PSE
11 unit FTE) x \$100,000.
- 12 4. Additionally, the KSD will contribute annually to the pool, monies equal to (unit FTE/PSE
13 unit FTE) x \$50,000.
- 14 5. Additionally, the KSD will contribute annually to the Nutrition Services pool \$4,500.

15
16 The pool shall be distributed as follows:

- 17 1. The Health Care Authority (HCA) will be deducted based on each employee's FTE.

18
19 **Section 12.8. Enrollment/Mid-Year Changes/Employee Coverage.**

20 The enrollment period shall begin September 1 of each year and continue for thirty (30) days and shall
21 be completed by the close of the business day on September 30. Once enrollment is completed, and
22 employees have selected their medical coverage plan, from the plans provided herein, there shall be no
23 additions or deletions to the to the selected medical coverage plans outside of the enrollment period
24 except for reasons associated with family status changes (defined as: birth/adoption of a child, death,
25 marriage or divorce) or loss of employment status, or a change in the spouse's employment status
26 which causes a (gain) loss, (or reduction) of insurance coverage. Provided, however, that employees
27 will be eligible to cancel their optional medical coverage in its entirety, after consultation with the
28 Kennewick School District Benefits Specialist. Those employees opting to cancel their medical
29 coverage in its entirety will not be eligible to receive coverage until the next open enrollment period.
30 Mandatory benefits may not be cancelled.

31
32 **Section 12.9. Family Status Change – Mid Year.**

33 Employees who do not choose coverage in the open enrollment period, and who have a family status
34 change as defined in this section, that necessitates insurance coverage after the enrollment period, shall
35 receive the District contribution amount, based on their FTE allocation as of October 1, beginning in
36 the month insurance benefits become established and may be entitled to receive money from the
37 secondary pool to offset out-of-pocket costs. The amount would not exceed the amount they would
38 have received based on FTE eligibility as of October 1.

39
40 **Section 12.10. Terminating Employment.**

41 Any employee terminating employment shall receive the District insurance contribution in the calendar
42 month in which the termination is effective to continue coverage for one (1) full month after
43 terminating employment. Employees terminating employment with the District shall be advised of
44 their COBRA options within thirty (30) days of the effective date of their termination.

1 **Section 12.11. New Employees.**

2 Employees hired to fill new positions or replace an employee terminating during the school year will
3 receive an insurance allocation based on their FTE allocation and eligibility requirements. These
4 employees may elect insurance coverage from the plans available during the first thirty (30) days of
5 employment. Employees hired after October 1st shall receive the same amount of pooled money, if
6 available, as if they were hired prior to October 1st.

7
8 Coverage for new employees shall begin on the first day after the first full calendar month of
9 employment and continue as stated in this section.

10
11 **Section 12.12. Combined Allocations.**

12 Husbands and wives, who are both members in this bargaining unit, may combine their employer's
13 contribution to pay for their selected benefits.

14
15 Husbands and wives, who are both employees of the district, but are in different bargaining units, may
16 choose to combine their district contributions to cover the cost of the insurance options they select.
17 Any funds that remain after they have combined their district contributions will be divided by FTE
18 between the health care pools of the bargaining units to which they belong. This provision is only
19 applicable in the employee groups that have similar agreements (i.e., PSE, KEA, KAA). Any request
20 to combine contributions must be in writing and submitted on or before the first Friday in September
21 each year.

22
23 **Section 12.13. Insurance Options.**

24 Each eligible employee shall be entitled to select insurance options from the approved list of options.
25 The benefit program shall consist of the following:

- 26
27 Mandatory Participation: District Dental Plan
28 District Vision Plan
29
30 Optional Participation: District Health Plan
31

32 All plans shall be determined mutually by the District Association.

33
34 **Section 12.14. Benefits Contracts.**

35 Any contract for employee benefits executed after April 13, 1990, between a school district and a
36 benefit provider or employee bargaining unit is null and void unless it contains an agreement to abide
37 by state laws relating to school district employee benefits. The term of the contract may not exceed
38 one (1) year.

39
40 **Section 12.15.**

41 The District shall provide tort liability coverage for all employees subject to the Agreement.

42
43 **Section 12.16.**

44 The District shall make required contributions for State Industrial Insurance on behalf of all employees
45 subject to this Agreement.

1 **Section 12.17.**

2 It is mutually agreed and understood that an employee who is employed in two or more Kennewick
3 School District bargaining units of the Public School Employees of Washington shall receive insurance
4 benefits based upon the employee's total FTE within the District, computed at the 1,440-hour formula.
5 The employee receiving such benefits shall be considered a member of the insurance pool in which the
6 majority hours are worked. The District shall contribute the appropriate total FTE insurance benefit to the
7 pool to which the employee is assigned. In the event that hours worked in two or more units are equally
8 divided between units, the District and Association will consult and assign the employee to an insurance
9 pool. All PSE units have so agreed.

10
11 **Section 12.18**

12 In determining whether an employee subject to this Agreement is eligible for participation in the
13 Washington State Public Employees' Retirement System, the District shall report all hours worked,
14 whether straight time, overtime, or otherwise.

15
16 **Section 12.19. Personal Property Damage.**

17 In the event an employee's personal property is damaged or stolen in the course of performing school
18 district business, the following provisions apply:

19
20 It is agreed that coverage is afforded for loss or damage to personal property of school employees
21 while such employees are engaged in maintenance of order and discipline and the protection of school
22 personnel, school property, or students subject to the following provisions:

23
24 The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250) per claim.
25 Reimbursement can be requested for the cost of repair or replacement. If an item is damaged beyond
26 repair, actual value at the time of the damage may be claimed.

27
28 Items under twenty-five dollars (25.00) will not be subject to claim pursuant to this section.
29 Requests for reimbursement shall be made on the District Property Loss\Damage form and submitted
30 to the business office.

31
32 Employees eligible for reimbursement under this provision shall register personal property with the
33 District Manager of Maintenance and Operations.

34
35 The District shall reimburse up to five hundred dollars (\$500) per incident, per employee, for damage
36 caused by verified vandalism to the employee's vehicle, sustained during the course of employment.
37 The employee must exhaust his\her own insurance recovery possibilities before being eligible for
38 reimbursement from the District. If the employee does not have insurance coverage, reimbursement
39 shall not exceed five hundred dollars (\$500). Payment will be made after the employee has provided
40 documentation of his\her expenditure and of submission to the employees' own insurance carrier.

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ARTICLE XIII

RETIREMENT

Section 13.1.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 13.2.

Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees' Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. PSE Regular Dues Check off.

The District shall deduct PSE regular dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a monthly basis. The District shall also deduct local chapter dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The State Office of PSE shall be responsible for remitting local dues to the local chapter.

Section 14.2. Agency Fees.

(Reference RCW 41.56.122) No member of the bargaining unit will be required to join the Association; however, those employees who are not members but are part of the bargaining unit will be required to pay an agency fee to the Association. The amount of the fee shall be determined by the Association and transmitted to the business office in writing. The agency fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. (RCW 41.56.080 applies fully to this language.) In the event that the agency fee is regarded by an employee as a violation of the right to non-association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122, or the Public Employment Relations Commission.

Section 14.3. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

Section 14.4.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the agency fee deduction.

1 **Section 14.5.**

2 The District agrees to provide the following information in electronic format to the PSE Regional Office
3 on a monthly basis:

- 4
- 5 • Employee Names
- 6 • Addresses
- 7 • Phone numbers
- 8 • ID number
- 9 • Job classification
- 10 • Hire date
- 11 • Regular Dues/Agency Fee/Religious Objector Status
- 12
- 13

14
15 **A R T I C L E X V**

16
17 **G R I E V A N C E P R O C E D U R E**

18
19 **Section 15.1.**

20 Grievances or complaints arising between the District and its employees within the bargaining units
21 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
22 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

23
24 **Section 15.2. Grievance Steps/Grievance Timelines.**

25
26 **STEP I.** Informal meeting with Supervisor within twenty (20) workdays of occurrence;

27 **STEP II.** Submit, in writing, to Supervisor within ten (10) workdays of conclusion of Informal
28 process;

29 **STEP III.** Submit to Human Resources within fifteen (15) workdays of receipt of denial or non-
30 response;

31 **STEP IV.** Submit to School Board within fifteen (15) workdays of receipt of response or non-
32 response;

33 **STEP V.** Demand for arbitration within fifteen (15) workdays.

34
35 **Section 15.2.1. STEP I.**

36 The employee shall first discuss the grievance with his immediate supervisor. If the employee
37 wishes, he may be accompanied by an Association representative at such discussion. All
38 grievances not brought to the immediate supervisor in accordance with the preceding sentence

39
40 within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to
41 no further processing.

1 **Section 15.2.2. STEP II.**

2 If the grievance is not resolved to the employee's satisfaction within five (5) workdays in
3 accordance with the preceding subsection, the employee shall reduce to writing, within ten (10)
4 workdays of the conclusion of the informal process, a statement of the grievance containing the
5 following:

- 6
- 7 A. The facts on which the grievance is based;
 - 8 B. A reference to the provisions in this Agreement which have been allegedly violated; and
 - 9 C. The remedy sought.
- 10

11 The employee shall submit the written statement of grievance to his immediate supervisor for
12 reconsideration and shall submit a copy to the official in the Administration responsible for
13 personnel. The parties will have five (5) workdays from submission of the written statement of
14 grievance to resolve it by indicating on the statement of grievance the disposition. If an
15 agreeable disposition is made, all parties to the grievance shall sign it.

16

17 **Section 15.2.3. STEP III.**

18 If no settlement has been reached within the five (5) workdays referred to in the preceding
19 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to
20 the District Superintendent or his designee. After such submission, the parties will have ten
21 (10) workdays from submission of the written statement of grievance to resolve it by indicating
22 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to
23 the grievance shall sign it.

24

25 **Section 15.2.4. STEP IV.**

26 If no settlement has been reached within the ten (10) workdays referred to in the preceding
27 paragraph, and the Association believes the grievance to be valid, the Association will submit a
28 written statement of the grievance within fifteen (15) workdays to the District Board of
29 Directors. The Board will meet within fifteen (15) workdays to hear the matter. After the
30 Board's meeting, they will render their decision within ten (10) workdays.

31

32 **Section 15.2.5. STEP V.**

33 If no settlement has been reached within the ten (10) workdays referred to in the preceding
34 subsection, the Association may demand arbitration of the grievance within fifteen (15)
35 workdays. Any dispute, claim or grievance arising out of or relating to the interpretation or the
36 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor
37 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may
38 submit to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration
39 Association. The parties further agree to accept the arbitrator's award as final and binding upon
40 them.

41

42 **Section 15.2.6.**

43 The grievance or arbitration discussions shall take place whenever possible on school time.
44 The employer shall not discriminate against any individual employee or the Association for
45 taking action under this Article.

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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 16.1.1.

Employees who work five (5) hours or more per day will be paid on a 12-month basis.. Employees hired prior to March 1, 2012 who work more than five (5) hours per day have the option of being paid on a ten (10) month or twelve (12) month basis. They must indicate their preference in writing by 4:00 p.m. on September 10th of each year. This decision will remain in effect for the entire school year. Those who do not indicate a preference will be paid as per above language

Section 16.1.2.

In the event that an employee is half-sheeting fifteen (15) minutes or more for thirty (30) days or more the employee may request a review with management.

Section 16.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 16.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.2. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.2.2.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day.

Section 16.2.3.

Both parties agree that new School District Employees must stay on Step One for at least half of the previous employment year (including summer months) before they will be moved to Step Two. It is further understood that because of their hire date some may be on Step One longer than others. Employees moved to Step I after February 1st, will remain in that step through the following school year.

Section 16.2.4.

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

1 **Section 16.3.**

2 Any employee required to travel from one site to another in a private vehicle on District business during
3 working hours, shall be reimbursed for such travel on a per-mile basis at the rate of the prevailing District
4 rate.

5
6 **Section 16.4.**

7 Employees required to remain overnight on District business shall be reimbursed for room and board
8 expenditures.

9
10 **Section 16.5.**

11 Staff development funds and procedural guidelines shall be incorporated into the labor agreement, by
12 reference, and must be tied to continued funding.

13
14 **Section 16.6.**

15 The Nutrition Services Certification Incentive Schedule shall be incorporated into this agreement, by
16 reference, as Appendix I.

17
18 **Section 16.7. Shoes**

19 District will reimburse up to fifty (\$50.00) dollars for shoes through the Leahigh.com voucher system.

20
21 **Section 16.8. Payroll Errors.**

22
23 1. Underpayments must be reported by the employee to the payroll office. Underpayments
24 reported within five (5) business days of the pay day (the last business day of the month), will
25 be corrected in five (5) to seven (7) business days from the date the error is reported.

26 Underpayments reported more than five (5) business days after pay day will be corrected on the
27 next scheduled pay day.

28
29
30 2. Debits caused by overpayments shall be discussed with the employee and shall be deducted over
31 the same period (number of months) as the overpayment took place. However, if the overpayment
32 is determined within the same pay year, the remaining payments of that year will be adjusted so
33 the total correct amount is paid over the ten/twelve month period; and

34
35 3. It is understood that payroll corrections, both overpayments and underpayments, will be limited to
36 a maximum period of thirty-six (36) months prior to the determination of the
37 overpayment/underpayment.

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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement shall be September 1, 2015 to August 31, 2018.

Section 17.2.

The provisions set forth in this Agreement constitute the entire Collective Bargaining Agreement between the parties. Unless the parties mutually agree to do otherwise, or unless the parties are so compelled in order to remain in compliance with the law or administrative regulations, all provisions of this Agreement shall be applicable to the entire term of this Agreement. The terms and conditions set forth in the Agreement are not subject to express or implied changes by either party which would enlarge or reduce the rights of the parties under the Agreement, unless the parties mutually agree to do otherwise.

Section 17.3.

If the State COLA is less than 1.5%, the District agrees to reopen the salary issue for that year. The parties will meet each year for the term of the contract to bargain Schedule A and one opener. For the 2016-2017 year schedule A is attached and the parties agree not to bargain a reopener. For the 2017-2018 year the parties will bargain Schedule A and one re-opener.

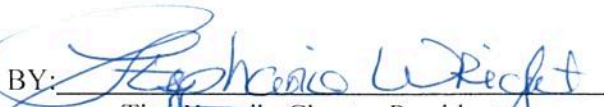
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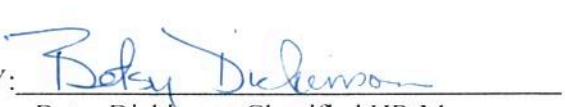
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK NUTRITION SERVICES

KENNEWICK SCHOOL DISTRICT #17

BY: 
Tina Knopik, Chapter President

BY: 
Betsy Dickinson, Classified HR Manager

DATE: 12-8-15

DATE: 12-8-15

SCHEDULE A
KENNEWICK SCHOOL DISTRICT #17
 SEPTEMBER 1, 2015 - AUGUST 31, 2016

	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>LONGEVITY</u>
COOK	\$11.48	\$13.06	\$13.25	\$13.45
ELEM LEAD	\$11.75	\$13.51	\$13.71	\$13.92
KITCH SUPV	\$11.99	\$13.93	\$14.13	\$14.34
KITCH MGR	\$12.89	\$14.81	\$15.03	\$15.25

(Leads, supervisors, managers are responsible for monthly sanitation audits in their own kitchens.)

Differential/Subbing out of classification: \$0.85

*Step 3: Step 3 employees beginning their 11th year to year 15.

**Longevity begins at year 16.

Employees beginning their 16th year of service in the Nutritional Services Unit will receive 1.5% longevity pay on September 1st as per Section 16.2.3.

Insurance Allocation for 2015-2016: \$780.00 - \$65.25 HCA

Employees beginning their 16th year of service in the Nutrition Services Unit will receive 1.5% longevity pay on September 1st as per Section 16.2.3.

For information only: Substitute rate \$10.40

SCHEDULE A
KENNEWICK SCHOOL DISTRICT #17
 SEPTEMBER 1, 2016 - AUGUST 31, 2017

	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>LONGEVITY</u>
COOK	\$11.71	\$13.32	\$13.52	\$13.72
ELEM LEAD	\$11.99	\$13.78	\$13.98	\$14.19
KITCH SUPV	\$12.23	\$14.21	\$14.41	\$14.63
KITCH MGR	\$13.15	\$15.11	\$15.33	\$15.56

(Leads, supervisors, managers are responsible for monthly sanitation audits in their own kitchens.)

Differential/Subbing out of classification: \$0.85

*Step 3: Step 3 employees beginning their 11th year to year 15.

**Longevity begins at year 16.

Employees beginning their 16th year of service in the Nutritional Services Unit will receive 1.5% longevity pay on September 1st as per Section 16.2.3.

Insurance Allocation for 2016-2017: \$780.00 - \$65.25 HCA

Employees beginning their 16th year of service in the Nutrition Services Unit will receive 1.5% longevity pay on September 1st as per Section 16.2.3.

For information only: Substitute rate \$10.40

1
2
3 APPENDIX I
4 **KENNEWICK SCHOOL DISTRICT #17**
5 **AND**

6 **PUBLIC SCHOOL EMPLOYEES OF KENNEWICK NUTRITION SERVICE**
7 **CERTIFICATION INCENTIVE SCHEDULE**
8

9 Staff who can furnish proof of valid and current certification by the School Nutrition Association shall be
10 eligible for incentive compensation of twenty-five cents (\$0.25) per hour. Such certification is valid for a
11 three (3) year period. Failure to retain certification will result in the loss of incentive compensation.
12

13 Staff earning new points through additional training, and approved by the Nutrition Service Supervisor,
14 will be eligible for additional incentive compensation consistent with the following schedule.

<u>Level</u>	<u>Course Hours Required</u>	<u>Increment Per Hour</u>
Initial	Initial certification	\$0.25
I	10 additional certified course hours	\$0.10 (total \$0.35)
II	30 additional certified course hours	\$0.10 (total \$0.45)
III	30 additional certified course hours	\$0.10 (total \$0.55)
IV	30 additional certified course hours	\$0.25 (total \$0.80)

23
24 Totals: Initial certification plus 100 additional course hours = a maximum of
25 eighty cents (\$0.80) incentive pay.
26

27 Points earned during the current school year must be submitted to the Nutrition Service Supervisor by
28 July 1, of each year, for payment beginning September 1, of the same year.
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NUTRITION SERVICES UNIFORM AND PERSONAL HYGIENE CODE

The uniform and hygiene code has been established to provide professional and sanitation standards and for the identification of the wearer as part of the KSD Nutrition Services Team.

- ☺ Before serving, please check your appearance. ☺
- ☺Remember, a smile is part of our uniform! ☺

1. Shirts

- Cooks will be issued shirts with the Kennewick School District logo. Cooks shall wear them daily.
- Shirts must be kept clean and in good repair.
- All shirts must be returned upon completion of employment with the district.
- Cashiers are expected to wear blouses or shirts, which may include the KSD shirt, which are in good condition and appropriate for wear in a school environment. All tops must have sleeves.

2. Pants

- Jeans are acceptable as long as they are clean and in good repair (PPE).
- Shorts may be worn as long as they do not hang more than a hand width above the knee.
 - Employees who wear shorts and are engaged in hazardous activities (specifically using water with a temperature above 110°, cooking where grease is spattering) must wear personal protective equipment.

3. Undergarments

- Appropriate undergarments are required.
- Hose, nylons or socks are required.

4. Footwear

- Clean, non-slip soled shoes with covered toes and heels must be worn (PPE).
- A voucher for Non-slip shoes must be labeled “slip and oil resistant”.
- Non-slip shoes will be provided by the Kennewick School District.
- Shoes must be kept clean and in good repair.
- All shoes must be returned upon completion of employment with the District.
- Employees who choose to provide their own non-slip shoes will not be required to use shoes issued by the District.
- Any shoe worn must have a label indicating they are slip resistant on the sole of the shoe.

5. Apron

- Cooks and will be issued black cloth aprons with the Kennewick School District logo on the front.
- Cloth aprons are to be worn at all times during service.
- Cloth aprons must be kept clean and in good repair at all times.
- All aprons must be returned upon completion of employment with the district.
- Plastic aprons are for use in preparation only.

1 6. Personal Hygiene

2
3 A. HANDWASHING

4 Employees must wash hands before beginning / returning to work or when necessary during
5 work at accessible, properly maintained hand sinks located in production and service areas
6 and in toilet facilities, and maintain good hygienic practices.

7
8 **Guidelines:**

9 Hand washing Practices

- 10 • *Hands must be washed frequently and correctly*
- 11 ○ after using restroom facilities
 - 12 ○ before starting to work and when returning from restroom or breaks
 - 13 ○ after handling raw meat, poultry, seafood and produce
 - 14 ○ before working with ready-to-eat foods
 - 15 ○ between handling different types of food
 - 16 ○ after coughing, sneezing or blowing nose
 - 17 ○ after touching hair, face, nose, other parts of body
 - 18 ○ after eating, drinking and smoking
 - 19 ○ after cleaning
 - 20 ○ after handling chemicals
 - 21 ○ after handling dirty equipment
 - 22 ○ after handling trash and other contaminated objects
- 23 *Aprons and towels must not be used to dry hands after washing.*
- 24 • Recontamination of washed hands must be avoided by using a paper towel to turn
25 off faucets and operate restroom door handles. Remember to dispense paper towels
26 (roll them down) prior to washing hands to avoid recontamination.
 - 27 • Employees are encouraged to have fingernails that are well trimmed and clean; the
28 wearing of nail polish or artificial nails is discouraged. Employees who do not
29 adhere to this recommendation are required to wear gloves at all times, following
30 closely the guidelines of the glove use policy (e.) that follows.

31
32 B. EMPLOYEE HEALTH

33 Employees and managers who handle, prepare or serve food have no apparent illnesses
34 (vomiting, diarrhea, fever, jaundice, sore throat with fever, infected open wounds or boils,
35 etc.).

36 Cuts, abrasions and burns on hands and exposed arms must be properly bandaged, and
37 hands must also be covered with a disposable glove.

38
39 C. JEWELRY

40 Jewelry and watches on hands and arms (except smooth-surface ring / wedding band) are
41 not worn by employees and managers during production and on serving lines.

1 **Guidelines:**

- 2 • Jewelry on hands and arms such as rings, bracelets and watches must not be worn
3 by employees and managers who are handling, preparing, cooking and serving
4 food. This does not apply to smooth-surface ring / wedding band. Exception:
5 medical bracelet, where needed for a medical condition. In isolated circumstances,
6
7 • Where a ring cannot be removed, a barrier such as a finger cot must be placed over
8 the ring.
9

10 **D. HAIR RESTRAINT**

11 Employees must restrain their hair to prevent it from falling onto food or food equipment
12 and to minimize hand contact with hair.
13

14 **Guidelines:**

- 15 • Hair must be restrained at all times when in the kitchen.
16 • Hair at the shoulders or longer must be pulled back.
17 • Hair must not be able to cross in front of the face or touch the shoulders.
18 • The preferred method of hair restraint is hairnets, hats or caps. Hair may also be
19 restrained using the following methods
20 ○ Visors
21 ○ Hairspray
22 ○ Barrettes
23 ○ Bands
24

25 **E. GLOVE USE**

26 Ready-to-eat food must not be touched with bare hands. Disposable gloves or cleaned,
27 sanitized utensils must be used properly to handle food.
28

29 **Guidelines:**

- 30 • Disposable gloves must be used when handling ready-to-eat foods (foods that
31 require no further processing and cooking / heating). Gloves are not needed when
32 handling raw food that will be cooked, and when cleaning or handling trash.
33 • Gloves must be changed before starting another job and when they are torn, dirty or
34 contaminated. Gloves always must be changed when switching from raw food to
35 ready-to-eat food. Hands must be washed before putting on gloves.
36 • Gloves must be removed and discarded when leaving the work area, going to the
37 restroom and going on break.
38 • Disposable examination gloves must be medical grade quality. Poly gloves may be
39 used during service, where a tight fitting glove such as vinyl may not be needed. No
40 other gloves are approved for food handling purposes. Latex gloves are no longer
41 allowed for use in foodservice.
42 • Utensils on serving stations must be positioned so that the part in contact with a
43 person's hand does not touch the food.
44
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1 F. FOOD AND DRINK IN PRODUCTION AREAS

2 Eating, drinking, smoking and gum-chewing are not allowed in production, service or
3 equipment and utensil washing areas. No employees' coffee mugs or drinking cups stored
4 at work stations.

5
6 **Guidelines:**

- 7 • Employees may be permitted to drink beverages in an approved, designated location
8 where no food safety problems will result. Currently approved containers include
9 bottles with a straw and “sport top” bottles as long as they are left open during use
10 to avoid hand or glove contamination.
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**KENNEWICK SCHOOL DISTRICT #17- Nutrition Services
Performance Appraisal for Classified Employees**

NAME OF EMPLOYEE: _____ POSITION: _____
 DEPARTMENT: Nutrition Services SCHOOL: _____ DATE: _____

Unsatisfactor y	Needs Improvement	Meets Expectations	Exceeds Expectations	Primary Job Functions:
				1. Performs work of serving, preparation and clean up effectively. Follows menu specifications.
				2. Carries out assigned responsibilities willingly as appropriate to level of assignment. Follows the direction of the supervisor in a timely manner.
				3. Meets paperwork deadlines: i.e., inventory, time sheets, ordering, etc. Completes Production Records as required to ensure compliance and recipe consistency with USDA guidelines.
				4. Exhibits a full understanding of all aspects of the job including the National School Lunch Program.
				5. Relates effectively with students, teachers, staff, supervisors and public. Conflict and crisis are handled in a professional and productive manner and in accordance with Board Policy 5270.
				6. Food is presented in an appealing manner and meets District standards for presentation. Serving lines are free of clutter, are clean and organized. Signage, including item identifiers, menus, prices and marketing materials are posted on time and in the appropriate location.
				7. Promptly reports hazardous conditions and accidents. Employee follows safety rules and is accident free for the year.
				8. Has high standards of cleanliness and kitchen sanitation according to local health regulations and District procedures. Passes all local health department inspections on the first visit. (Re-audits are not necessary due to non-compliance).
				9. Exhibits a willingness to change as needed. Follows through on tasks independently.
				10. Is punctual and regular in attendance.
				11. Adheres to Nutrition Services Department dress code and maintains a high standard of personal hygiene, grooming and appearance.
				12. OVERALL PERFORMANCE RATING

Employee's and Reviewer's Comments and Notes (include evaluation number being commented on):

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.
Signature of Evaluator, Title _____ Date: _____

I have reviewed this report. My signature does not necessarily indicate agreement with this rating.
Signature of Employee _____ Date: _____

Reviewed By: _____ Date: _____