

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Wenatchee School District No. 246

AND

Nutrition Services Employees

An Affiliate Of

LOCAL 846 FS
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEE,
AFL-CIO

September 1, 2021 through August 31, 2024

NUTRITION SERVICE AGREEMENT

TABLE OF CONTENTS

<u>PREAMBLE</u>	<u>PAGE</u>
ARTICLE I - UNION RECOGNITION	5
Section 1.1: Recognition	5
Section 1.2: Labor Management Committee	6
ARTICLE II - MANAGEMENT RIGHTS	6
ARTICLE III - DUES DEDUCTION	6
ARTICLE IV- WORK RULES	7
Section 4.1: Job Descriptions	7
Section 4.2: Rest Period/Lunch Breaks	8
Section 4.3: District Meetings	8
Section 4.4: Personnel File	8
Section 4.5: Staff Development	8
Section 4.5.A: Continuing Education	9
Section 4.6: Food Handler's Permit	9
Section 4.7: Substituting for a Higher Position	9
Section 4.8: Temporary Additional Hours	10
ARTICLE V - WAGES AND HEALTH BENEFITS	11
Section 5.1: Salaries	11
Section 5.2: Salary Adjustments	11
Section 5.3: Differential Pay/Stipend Pay	12
Section 5.4: Salary Proration	12
Section 5.5: Additional Hours	12
Section 5.6: New Job Classification	12
Section 5.7: Fulfilling Responsibilities of Higher Classification	13
Section 5.8: Direct Deposit	13
Section 5.9: Health Benefits	13

Section 5.9.A: Minimum Contribution	13
ARTICLE VI - OVERTIME AND CALLBACK	13
Section 6.1: Workweek	13
Section 6.2: Overtime	13
Section 6.3: Callback	14
ARTICLE VII - HOLIDAYS	14
Section 7.1: Paid Holidays	14
Section 7.2: Day Before and After Holiday	14
Section 7.3: Holiday Pay	14
ARTICLE VIII- SICK AND EMERGENCY LEAVE	15
Section 8.1: Sick Leave	15
Section 8.2: Part Time Employees	15
Section 8.3: Physician Verification	16
Section 8.4: Notification	16
Section 8.5: Sick Leave Cash Out	16
Section 8.6: Industrial Insurance Payment	17
Section 8.7: Sick Leave Sharing	17
ARTICLE IX - OTHER PAID/UNPAID LEAVES	18
Section 9.1: Jury Duty	18
Section 9.2: Subpoena	18
Section 9.3: Bereavement Leave	18
Section 9.4: Personal Leave	18
Section 9.5: Leave of Absence	19
Section 9.6: Family and Disability Leave	19
Section 9.7: Military Leave	19
Section 9.8: Leave of Absence for Union Work	19
ARTICLE X - NON-DISCRIMINATION	19
ARTICLE XI - LAYOFFS	20
Section 11.1: Layoffs	20

Section 11.1.A: Temporary and Probationary Employees:	20
Section 11.2: Layoffs Due to Contracting Out of Service	20
Section 11.3: Recall	20
Section 11.4: Seniority	21
ARTICLE XII - UNION BULLETIN BOARDS/VISITS	21
Section 12.1: Bulletin Boards	21
Section 12.2: Union Visits	21
ARTICLE XIII – WORKFORCE CHANGES	22
Section 13.1: Job Opening	22
Section 13.2: Job Assignment	22
Section 13.3: Probation	22
Section 13.4: Promoted Employees	23
ARTICLE XIV - DISCIPLINE AND DISCHARGE	23
ARTICLE XV - GRIEVANCE PROCEDURE	23
Section 15.1: Disagreements	23
Section 15.2: Timelines	23
Section 15.3: Grievance Steps	24
ARTICLE XVI - NO STRIKE CLAUSE	25
ARTICLE XVII - TERM AND SEPARABILITY OF PROVISIONS	25
Section 17.1: Term of Agreement	25
Section 17.2: Provisions	25
Section 17.3: Openers	26
Section 17.4: Unlawful Provisions	26
Section 17.5: Conflicts with Statute	26
Section 17.6: Re-negotiating	26
Section 17.7: Entire Agreement	26
SALARY SCHEDULE	28

LABOR AGREEMENT

between

WENATCHEE SCHOOL DISTRICT NO. 246

and

LOCAL 846 FS,

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO
NUTRITION SERVICE EMPLOYEES

THIS LABOR AGREEMENT entered into between WENATCHEE SCHOOL DISTRICT NO. 246, a public employer, hereinafter referred to as District, and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO hereinafter referred to as Union, WITNESSETH:

WHEREAS, the Union has been certified by the Public Employment Relations Commission (PERC) for the State of Washington as the exclusive bargaining representative for the District employees hereinafter described; and

WHEREAS, the District and the Union in accordance with the Public Employees Collective Bargaining Act (R.C.W. 46.56.010 et. seq.) have negotiated with respect to wages, hours, and working conditions, and the establishment of grievance procedures, which pertain to the public employees represented by the Union, and

WHEREAS, the parties hereto desire to enter into a written agreement with respect to the matters negotiated;

NOW, THEREFORE, in consideration of the mutual covenant and promises hereinafter set forth, it is agreed as follows:

ARTICLE I - UNION RECOGNITION

Section 1.1: Recognition

The District recognizes the Washington State Council of County and City Employees/AFSCME, Council 2 and its affiliated Local 846FS as the sole and exclusive bargaining agent in all matters concerning wages, hours and working conditions for all employees in the District's Nutrition Service department excluding the Director Substitutes and employees represented by Public School Employees of Washington/SEIU Local 1948.

Section 1.2: Labor Management Committee

The parties agree to jointly maintain and support a Nutrition Service Employee Labor/Management Committee with the aim of promoting communication and understanding between labor and management on issues of mutual concern; and, studying and discussing possible solutions to mutual problems affecting labor management relations.

The Committee will meet at the request of either the Union or the District. The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement. The Committee shall consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the District. Committee members will set the guidelines for the Committee's operation.

ARTICLE II - MANAGEMENT RIGHTS

Neither this Agreement nor the act of negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the workforce is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the languages of this Agreement may be administered by the District in accordance with such policy or procedure, as the District from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted. Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

ARTICLE III - DUES DEDUCTION

The Employer shall direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the District agrees to deduct once each month Union dues from the pay of bargaining unit employees who authorize the District to do so. The District agrees to continue to do so for such time and on conditions set forth

in the authorization for payroll deduction regardless of the employee's continued membership in the Union and until such time as the Union notifies the District that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. Authorization for deductions shall be electronic or in writing and filed with the District.

The Employer agrees to maintain the Union provided member roster and to transmit a copy of the updated roster to the Union electronically following new hires, promotions, retirements and/or layoffs.

The District shall transmit to the Washington State Council of County and City Employees, P. O. Box 750 Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement including: Employee name and amount deducted on or before the 20th day of each month in which the deductions are made.

New Employee Orientation

The Employer agrees to notify the Union staff representative in writing of any new positions and new employees. As soon as practicable prior to the Department orientation of the new employee, Employer/Department shall provide the time and date of new employee orientation. The employee at no loss of pay shall be granted up to thirty minutes to receive a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

ARTICLE IV- WORK RULES

Section 4.1: Job Descriptions

Copies of job descriptions are to be kept at the Human Resources Office and shall be available upon request. The District will notify the Union of any modification of the content of existing job descriptions. The Union and the District will meet to negotiate any significant impact.

Section 4.2 Rest Period/Lunch Breaks

- Employees working less than four (4) hours are not entitled to a paid rest period.
- Employees working four (4) or more hours are required to take a rest period of 15 minutes. The 15 minute rest period is paid.
- Employees working five (5) hours or more are required to take an unpaid 30-minute lunch break, in addition to one (1) paid 15 minute rest period.
- Employees working eight (8) hours are required to take an unpaid 30-minute lunch break, in addition to two (2) paid 15 minute rest periods.

No employee shall be required to work more than three (3) hours without a rest period if scheduled for 4 or more hours. Rest periods shall be scheduled as near as possible to the midpoint of the work period. Each kitchen manager will schedule each employee's rest period and 30-minute lunch periods according to the daily schedule.

Section 4.3: District Meetings

When employees are required by the District to attend District meetings or staff meetings, they shall receive their regular rate of pay.

Section 4.4: Personnel File

An employee shall have the right to review their personnel file by making an appointment for such purpose through the Human Resource Office. The employee shall have the right to copy at their expense and attach his/her own comments to material included in his/her personnel file.

Section 4.5: Staff Development

The District will reimburse employees for one-half (1/2) the tuition cost of an accredited college coursework or other approved professional development opportunities that directly apply to the employee's current job description. Tuition reimbursement shall be based on an actual cost to a maximum of \$450 per year, which may be carried forward one year for a maximum of \$900.00. Reimbursement will require prior approval from the Nutrition Services Director and prior approval from the Human Resources Department. Employees shall follow the District procedure for Classified Tuition Reimbursement, HRO-P005 to receive reimbursement.

Section 4.5.A: Continuing Education

In order to fulfill the required six (6) credit hours of continuing education, the Nutrition Services Director will offer the following options:

1. The Nutrition Services Director will offer continuing education opportunities throughout the school year. All employees in this bargaining unit will have access to attend these trainings at their discretion.
2. At the discretion of the Director, based on budget and content, any member of this bargaining unit may attend one (1) of the SNA Workshops (Fall, Spring, or Winter) provided the interested party is an active SNA member and registration is submitted to the Nutrition Service Office thirty (30) days prior to the date of the workshop.
3. Each year the District will pay the tuition/registration for the Nutrition Services Manager V, Nutrition Services Associate IV and Nutrition Services Associate III Employees from the bargaining unit to attend the School Nutrition Association (SNA) Conference/Workshop, based on budgetary availability and at the Director's discretion.

SNA membership will also be awarded to any member of this bargaining unit interested in joining.

Section 4.6: Food Handler's Permit

All employees must have a valid food handler's permit. The employer agrees to reimburse the cost of the food handler's permit for the employee.

Section 4.7: Substituting for a Higher Position

NSA I, II & III

In the event the District needs a substitute in any position for a period of more than three (3) days it shall offer the position to qualified employees on the Substitute Desired List (SDL) in that kitchen. If no qualified employee from that kitchen is available, then the opportunity shall be offered to other qualified employees within Nutrition Services on the District Substitute Desired List (SDL). If no qualified employee is available then the District may fill the position, as it deems appropriate. Assignments made from the Substitute Desired List (SDL) shall be made on a

rotating basis. If an employee is asked by the District (excluding calls from the automated sub-system) to work in a position with a lower rate of pay, the person would retain their current wage and step.

NSA IV & V

In the event the District needs a substitute in any position for ten (10) days or less the position will be backfilled internally. In the event a substitute is needed for more than ten (10) days in any Nutrition Services Manager V and Nutrition Services Associate IV position for a period of more than ten (10) days it shall offer the position to other Nutrition Services Manager V and Nutrition Services Associate IV employees. Qualified employees on the Substitute Desired List (SDL) shall be selected to backfill the vacant position created by the Nutrition Services Manager VI and Nutrition Services Associate III employee subbing into the vacated position.

If a substitute is needed for more than 10 days in any other position, the position will be offered to employees on the Substitute Desired List (SDL) in that kitchen. If no qualified employee is available from that kitchen, then the opportunity shall be offered to other qualified employees from available within Nutrition Services on the District Substitute Desired List (SDL). If no qualified employee is available then the District may fill the position, as it deems appropriate. Assignments made from the Substitute Desired List shall be made on a rotating basis. If an employee is asked by the District (excluding calls from the automated sub-system) to work in a position with a lower rate of pay, the person would retain their current wage and step.

Section 4.8: Temporary Additional Hours

Additional hours shall be assigned to qualified employees on a rotating basis from the Additional Hours Desired List (AHDL) maintained at each secondary kitchen. Employees working in the kitchen with a temporary need of additional hours will be given preference for the additional hours. A separate catering list will be maintained by the caterer for hours beginning at or after 3:15 pm.

Eight (8) hour employees will not be eligible for additional hours until the pool of employees with less than eight (8) hours has been exhausted. Any employee who refuses additional hours three

(3) consecutive times shall have their name removed from the AHDL. An employee who is refused hours because they have been determined to be unqualified may appeal the unqualified status to the Director of Nutrition Services. The Director will establish a training process to enable the employee to become qualified.

ARTICLE V - WAGES AND HEALTH BENEFITS

Section 5.1: Salaries

Salaries contained in Schedule A shall be for the entire term of this Agreement subject to the terms and conditions of Article XVII, Section 17.1.

Section 5.2: Salary Adjustments

Salary schedule adjustments shall not fall below the amount and/or percentage of compensation increases or decreases allocated by the State for classified employees.

Section 5.2.A: Starting Rate Upon Initial Employment: The District reserves the right to determine wage step placement for all newly hired employees.

Section 5.2.B: Pay Range Upon Promotion: Promoted employees shall be paid at the step in the new pay range which represents at least a two point five percent (2.5%) increase over the rate of pay received immediately prior to the promotion not to exceed the maximum step of the new pay classification. The District may fill the position at some higher step of the pay classification.

Section 5.2.C: Pay Rate Upon Demotion from Promotion: An employee who is demoted during the probationary period in a new position shall receive the same step in the lower pay classification as held before promotion, provided that, adjustments shall be made to take into account, any step increases which would have occurred had the employee not been promoted.

Section 5.2.D: Pay Rate Upon Transfer: An employee who transfers from one position to another within the same classification that has the same pay range shall continue to receive the same rate of pay as before the transfer.

Section 5.2.E: Pay Rate Upon Employee's Request to Step Down to Lower Pay Classification: An employee who transfers to a lower paying position/classification will be paid at the step in the lower paying position based on total number of years within the Wenatchee Nutrition Services

Department provided that the placement does not exceed the maximum step of the pay classification.

Section 5.2.F: Pay Rate Upon Employee Being Bumped to a Lower Paying Position

An employee, who is bumped to a lower paying position/classification due to a reduction of hours, or layoff per Article XI, will be paid at the step in the lower paying position/classification that will have the least effect without increasing the employees pay rate prior to moving to the lower paying position/classification. Provided that the placement does not exceed the maximum step of the new pay range.

Section 5.3: Differential Pay/Stipend Pay

Any employee required to work between the hours of 12:00 midnight and 6:00 a.m. shall receive thirty (.30¢) cents per hour differential pay for the hours worked. School Nutrition Association certified employees shall receive the following stipends: Level 1- forty (.40) cents, Level 2- fifty (.50) cents, Level 3- sixty (.60) cents per hour for all hours worked. To remain eligible for this stipend, employees must submit certification documentation, annually.

Section 5.4: Salary Proration

Nutrition Service employees ~~working enough hours to qualify for medical coverage, as provided in Section 5.8;~~ will automatically have their salaries prorated over twelve (12) months.

Section 5.5: Additional Hours

When the District determines that more time is needed in a kitchen, the employee with less than eight (8) hours will get to bid on the extra time by seniority. If, after bidding on the extra time, a person reaches eight (8) hours, any remaining time will go to the next service employee until they reach eight (8) hours. Should no one in the kitchen be available for the additional time, then the District shall post the additional time as a new position to be filled as per Section 13.1. If there are no qualified applicants for the position, the District may utilize a substitute to work the hours if less than a 2-hour vacancy.

Section 5.6: New Job Classification

When any job within the bargaining group encompassed by this contract and not listed on the wage schedule attached hereto is established, the District may designate a job classification and

rate structure for said job. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue for negotiation.

Section 5.7: Fulfilling Responsibilities of Higher Classification

Employees working to fill a temporary vacancy of a higher classification shall receive the lowest step of the higher classification for which they are filling as long as, the step is at least \$.25 greater than the employee's current rate of pay.

Section 5.8: Direct Deposit

Employees shall be enrolled in the District's direct deposit plan. All salaries will be deposited directly to each employee's bank account.

Section 5.9 Health Benefits

The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members as required by state law and the School Employee Benefits Board (SEBB).

ARTICLE VI - OVERTIME AND CALLBACK

Section 6.1: Workweek

The workweek will consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without five (5) working days prior notification to the employee and the union. The catering coordinator position will work a flexible schedule.

Section 6.2: Overtime

Time and one-half the employee's regular hourly rate shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of eight hours in any workday.
2. All work performed in excess of forty hours in any workweek.
3. All work performed on Saturday and Sunday.

Section 6.3: Callback

When an employee is called in outside of their regular shift, they shall be paid for a minimum of two (2) hours unless the callback occurs within fifteen minutes following the end of the shift, which will be considered a continuation of that shift, requiring the District only to pay for the actual time worked.

Section 6.4: Compensatory Time

If an employee works overtime, they will be paid as provided for in Section 6.2 above unless they choose to take compensatory time off for each hour of overtime worked. Compensatory time will be credited at one and one-half (1 ½) hours of compensatory time for each hour worked. No employee may accumulate in excess of twenty (20) hours of compensatory time. Requests for the use of compensatory time shall be granted within a reasonable period given due consideration by the Director of the normal work schedule and anticipated peak workload. Requests for compensatory time shall not be granted if doing so unduly disrupts operations.

ARTICLE VII - HOLIDAYS

Section 7.1: Paid Holidays

Any employee who holds at least a 180-day position shall receive the following holidays:

- | | |
|---------------------------|--------------------|
| 1. Labor Day | 6. Christmas Day |
| 2. Veterans Day | 7. New Year’s Day |
| 3. Thanksgiving Day | 8. ML King Day |
| 4. Day after Thanksgiving | 9. Presidents’ Day |
| 5. Christmas Eve | 10. Memorial Day |

Section 7.2: Day Before and After Holiday

Employees must work or be on approved paid leave the scheduled day before and after recognized holidays to receive holiday pay.

Section 7.3: Holiday Pay

Eligible employees shall receive pay equal to their normal work shift and at their base rate of pay in effect at the time the holiday occurs.

ARTICLE VIII- SICK AND EMERGENCY LEAVE

Section 8.1: Sick Leave

Sick leave with compensation for illness, injury and emergencies shall accrue at a rate not to exceed one (1) prorated day for each calendar month worked. Beginning of each school year, sick leave shall accrue to the employee on a monthly basis. Leave provided in this section shall accumulate up to one hundred eighty (180) days and may be taken at any time during the employee's work year. Emergency leave shall be deducted from accrued sick leave. Sick leave shall be used as follows:

- 1) Family Illness-Serious illness in the immediate family. The immediate family shall be defined by Washington State and federal leave laws.
- 2) Sick Leave – An absence resulting in the employee’s mental or physical illness, injury or health condition; to accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or an employee’s need for preventative medical care.
- 3) Serious illness of a person not in the immediate family if approved by the Superintendent or designee.
- 4) Emergency Leave-Circumstances beyond the control of the employee such as fire, flood, accident, etc., if approved by the Superintendent or designee. After expiration of five (5) days of emergency leave, additional leave may be granted with approval of the Superintendent or designee.
- 5) Up to one day of Emergency Leave may be granted to attend a funeral not specifically covered in Section 9.3, Bereavement Leave, with Director's prior approval.

Employees taking any of the above sick and/or emergency leaves for multiple days should contact Human Resources to confirm leave usage.

Section 8.2: Part Time Employees

Employees with the District less than full-time shall accrue and be granted sick and emergency leave in the same proportion as their part-time employment bears to full-time employment.

Section 8.3: Physician Verification

The District may request verification by a physician's certificate or other suitable proof of sick leave of three (3) or less consecutive days if an abuse of sick leave is indicated or in accordance with State and Federal family leave laws.

Section 8.4: Notification

An employee who knows in advance that he/she will be absent pursuant to this section shall notify the kitchen manager and/or Nutrition Services Director or designee, as soon as possible, to insure proper planning for a substitute if necessary.

Section 8.5: Sick Leave Cash Out

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

Conversion of sick leave upon separation from District employment WAC 392-139-015

1. Employees who separate from employment due to retirement or death;
2. Employees who separate from employment and are at least age fifty-five (55) and have at least ten (10) years of service in SERS 3 or;
3. Employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service in SERS 2.

Employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full day's accrued leave for illness or injury. Days in excess of 180 will not be allowed for cash-out purposes.

Section 8.6: Industrial Insurance Payment

When an employee is injured on the job and is unable to perform his/her duties as a result of on the job injury or occupational disease or illness, and is certified off work by a doctor, the employee may elect to use leave as follows:

- 1.) Choose unpaid leave thus receiving on his/her entitled temporary total disability (TTD) benefit payment from the District's Industrial Insurance; or
- 2.) Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition to their entitled TTD benefits; or
- 3.) Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employees regular pay at the time of injury.

Section 8.7: Sick Leave Sharing

1. **Right to Donate:** Employees may donate sick leave to come to the aid of another employee if the employee suffers from or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature which causes or is likely to cause the employee to take leave without pay or terminate his/her employment.
2. Bargaining unit members who have accumulated more than twenty-two (22) sick leave days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. In no event may such an employee request a transfer that would result in his or her sick leave account going below twenty-two (22) days.
3. **Maximum Donation:** Employees are allowed to grant up to six (6) days during any school calendar year.
4. **Status of Leave Employees:** While an employee is on leave under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive. Payment of sick leave shall be in accordance with state statutes, rules and regulations.

ARTICLE IX - OTHER PAID/UNPAID LEAVES

Section 9.1: Jury Duty

Employees shall be granted a leave of absence with pay at any time they are required to report for jury duty or jury service. The District may allow employees to retain their jury earnings without deduction, as the District deems appropriate. If the District collects jury compensation, employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury service. At no time shall employee compensation be less than the amount awarded by the court. In the event the jury award exceeds the employees normal wage, the employee shall be granted leave without pay for the jury time served and retain the full jury earnings. The employees shall continue to accrue benefits during the unpaid leave period.

Section 9.2: Subpoena

Appearance before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other legal directive should be approved as authorized leave with pay. However, the school salary shall be reduced by the amount paid to the employee for such appearance. No compensation shall be granted if the employee is a witness in their own behalf or interest; or if the employee is the plaintiff or defendant in a case.

Section 9.3: Bereavement Leave

In the event of a death in the immediate family of the employee, an absence of up to five (5) days may be permitted. Compensation shall be at the employee's regular rate of pay. The immediate family of an employee shall be defined as spouse, parent, parent-in-law, siblings, child, grandparent or other legal dependents. Bereavement leave is non-cumulative.

Section 9.4: Personal Leave

Each employee will be entitled to up to two (2) paid personal business leave days per year. Use of such leave requires a minimum of one (1) week notice to the District and the approval of the Superintendent or designee prior to taking such leave. Employees may carry forward one (1) unused personal leave day into the following year for a maximum of three (3) days in any given year.

Section 9.5: Leave of Absence

Leave of absence without pay may be granted to an employee for good and sufficient reasons. The employee shall not accumulate seniority during such absence and shall be reinstated in accordance with their prior work experience upon termination of the leave of absence.

1. An employee shall be required to exhaust all appropriate paid leave prior to the beginning of the leave without pay.
2. The leave of absence will not extend beyond the school year in which it began and will not exceed twelve (12) months. An employee returning to work from a leave of absence must report for work within twenty-four (24) hours of the final date of the leave or be subject to termination.
3. Employee must notify the District of their intent to return by February 1st of the year the employee is on leave of absence.

Section 9.6: Family and Disability Leave

Family and Disability Leave (including maternity leave) shall be granted in accordance with Federal and State statutes.

Section 9.7: Military Leave

Military leave will be granted in accordance with State and Federal law.

Section 9.8: Leave of Absence for Union Work

Any employee, but not more than one (1) at a time, who is selected to fill the position of Area Representative of the Union may be granted a leave of absence without pay, not in excess of one (1) school year upon written application of such employee to the District.

ARTICLE X - NON-DISCRIMINATION

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

holds true for all staff and for students who are interested in participating in educational programs and/or extracurricular school activities.

In the event that an employee elects to pursue a statutory remedy through the state Human Rights Commission, E.E.O.C., or any other State or Federal tribunal, then such election shall bar the utilization of the grievance procedure. In the event that the grievance procedure has been utilized and the grievant elects to pursue a statutory remedy, through the above agencies then such election shall void the decision reached under the grievance procedure.

ARTICLE XI - LAYOFFS

Section 11.1: Layoffs

The District shall be the sole determiner of when layoffs are necessary. In the event of a reduction in work hours or a layoff the District will make reasonable efforts to maintain the hours of the most senior employees by classification, by reviewing multiple options with the intention of having the least impact to senior employees within each classification. The District will notify in writing both the affected employees and the Union at least ten (10) working days in advance of the effective date. Such notification will include the names of employees scheduled for a reduction of hours or layoff.

Section 11.1.A: Temporary and Probationary Employees:

Temporary and probationary employees will be selected for reduced hours or layoff first before regular employees. The last person hired shall be the first person laid off or to have their hours reduced. Employees selected for layoff or reduced hours, when qualified, shall have the first opportunity to transfer to vacant position(s) or bid on additional hours within the same classification.

Section 11.2: Layoffs Due to Contracting Out of Service

In the event the District deems it to be appropriate to contract out a service being performed by employee(s) covered in this Agreement, and as a result of such contracting out of service(s) an employee(s) would be displaced, or bargaining unit work would be affected, the District agrees to inform the Union of such intent sixty (60) calendar days prior to making the final decision to contract.

Section 11.3: Recall

Employees shall be recalled from layoff in the reverse order of layoff or to regain their lost hours, inasmuch as reasonably possible. Employees are eligible for recall from layoff or reduced hours for fifteen (15) months. No benefits shall accrue during such term of layoff. Employees called back to work within fifteen (15) months of layoff shall have the break in continuous service removed from the record and the employee shall be restored to prior seniority standing.

Any notice of an offer for re-employment shall be sent by certified mail, return receipt requested, to the last address of record. It is the employee's responsibility to keep the District advised of his/her current address.

Employees on layoff who have been offered re-employment by certified mail, and who fail to acknowledge availability for work within forty-eight (48) hours after receipt of notice, shall be removed from the layoff list and forfeit all reemployment rights.

Section 11.4: Seniority

Seniority means an employee's length of continuous service since last date of hire within Nutrition Service bargaining unit.

1. **Break in Service:** An employee's continuous service record and seniority standing shall be broken by voluntary resignation, discharge for just cause or retirement. However, if an employee returns to work with the District in any capacity in the Nutrition Service Department, with the exception of substitutes, within fifteen (15) months the break in continuous service shall be removed from the employee's record and the employee shall be restored to the employee's prior seniority standing.
2. **Annual List:** Upon request a date of hire list shall be provided to the Union President and Staff Representative.

ARTICLE XII - UNION BULLETIN BOARDS/VISITS

Section 12.1: Bulletin Boards

The District agrees to furnish bulletin boards on which the Union may post notices of general interest and notices of Union meetings. Posted notices shall not contain material that is derogatory in nature.

Section 12.2: Union Visits

The District shall admit to the District property during working hours any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievance. This privilege shall be exercised so that no time is lost to the District. Such Union representative(s) shall make arrangements for such visits with the immediate supervisors or designated district supervisor, before entering the District premises.

ARTICLE XIII – WORK FORCE CHANGES

Section 13.1: Job Opening

Whenever a vacancy occurs of more than 2 hours in any existing job classification with Nutrition Services, such opening shall be posted within two (2) weeks of the vacancy. A copy of the job posting shall be sent to the Union President. During this period, employees who wish to apply for the open position may do so. The application shall be submitted via the District’s electronic application process. Vacancies of two (2) hours or less will be offered as per Section 5.4.A. A temporary opening of more than two (2) hours must be posted or eliminated after being filled for a period of thirty (30) days, unless agreed to by the Union.

Section 13.1.1: Transfer

The District retains the right to transfer employees. Should the District need to transfer employees, it will first be done on a voluntary basis. If that is not successful, transfers will be made based upon qualification and seniority.

Section 13.2: Job Assignment

Selection and assignment of an employee to a new job shall be made by the District according to ability, qualifications and seniority. If ability and qualifications are equal, as determined by the District, seniority shall be the determining factor in filling the position.

Section 13.3: Probation

New employees shall be placed on ninety (90) working days probation. Upon mutual agreement between the District and the Union, the initial probationary period may be extended for an

additional sixty (60) working days. New employees are not eligible for personal leave during their probationary period.

Section 13.4: Promoted Employees

Any promotion or change in job classification within the Nutrition Service Department shall be considered temporary for a period of sixty (60) calendar days from the date of such promotion or change. Within the sixty (60) day period, if the employee so promoted should decide they don't want the job or the District decides the employee is unsuited for the job, the employee shall revert to their former classification without prejudice. Reversion to former classification may be in the same or different location.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

The District shall have the right to discipline or discharge an employee for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure hereafter provided. If the District has reason to discipline an employee it shall be done in private, in a manner that will not embarrass the employee before other employees or the public. The employee shall have the right to Union representation. Upon the written request of the employee and the approval of the Supervisor and Superintendent Designee, records of oral warnings and written reprimands may be removed from the employee's personnel file after a one (1) year period if no related violations have occurred.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 15.1: Disagreements

Any grievance, which may arise between the District, the Union and/or an employee within the bargaining unit, over the application or interpretation of this Agreement, shall be resolved under this Grievance Procedure. The parties agree that they shall attempt to resolve all grievances informally prior to the application of Step Two.

Section 15.2: Timelines

Any grievance which is not timely filed or pursued in accordance with these procedures, or within the time limit specified, shall be waived and the right to pursue said grievance will be barred, provided that the time limits may be extended by mutual agreement. If, after timely filing a

grievance, appropriate action is not taken by the administrator required to take action, the grievance may be advanced to the next appropriate level.

Section 15.3: Grievance Steps

Step One: The employee shall first discuss the grievance with the immediate supervisor. The employee may be accompanied by a Union representative at such discussion. The employee shall bring the grievance to the Immediate Supervisor at Step One within ten (10) working days of the occurrence or knowledge thereof. The Supervisor shall respond to the employee within ten (10) working days of being presented with the grievance.

Step Two: If the grievance is not resolved at the completion of Step One, the grievance shall be reduced to writing within ten (10) working days of the supervisor's response in Step 1. The written grievance should contain the following:

- A. The facts on which the grievance is based.
- B. A reference to the provisions in this Agreement, which have allegedly been violated.
- C. The remedy sought.

The grievance shall be submitted to the Immediate Supervisor for reconsideration. The supervisor shall have ten (10) working days from submission of the grievance to resolve it by indicating the disposition in writing to the employee and Union Representative.

Step Three: If the grievance is not resolved after completion of Step Two, the written grievance shall be presented to the District Superintendent/or designee within ten (10) working days by the Employee or Union Representative. The District Superintendent/or designee shall set up a hearing within ten (10) working days to meet with the grievant and the Union to hear the merits of the grievance. The District Superintendent/or designee shall respond in writing within five (5) working days of the hearing as to the disposition of the grievance to the Employee, or Union Representative.

Step Four: Arbitration: If the grievance is still unresolved the Union has fifteen (15) working days to request an arbitration hearing. The Union will give written notice to the Superintendent or designee, of the Union's intent to request an arbitration hearing of the grievance.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the School District and the Union. If the parties fail to select an arbitrator, the Public Employment Relations Commission (PERC) shall be requested by either or both parties to provide a panel of nine (9) recognized arbitrators. Both the School District and the Union shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator shall be borne by the loser. Each party shall be responsible for compensating its own representative and witnesses.

Arbitration hearings normally will be held during working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours.

ARTICLE XVI - NO STRIKE CLAUSE

The Union agrees that during the term of this Agreement it will not encourage, condone, or participate in any strike, slowdown, complete or partial refusal to perform work, or any other type of concerted work stoppage. It is agreed that such activity is specifically prohibited during the term of this Agreement. It is agreed that participation by an employee in such prohibited activity is cause for discipline, including dismissal.

In the event such prohibited activity occurs, the District will notify the Union of such, and the Union agrees that it will take immediate action to end such prohibited activity. The failure or reluctance of the Union to take such immediate action constitutes evidence that the Union is encouraging, condoning and participating in such prohibited activity.

ARTICLE XVII - TERM AND SEPARABILITY OF PROVISIONS

Section 17.1: Term of Agreement

This Agreement shall remain in full force and effect from September 1, 2021 until August 31, 2024

Section 17.2: Provisions

All provisions of this Agreement shall be applicable to the entire term of this Agreement.

Section 17.3: Openers

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 17.4: Unlawful Provisions

If any provision of this Agreement or the application of any provision is held invalid or unlawful, the remainder of this Agreement shall not be affected thereby and shall be deemed valid and enforceable.

Section 17.5: Conflicts with Statute

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with Federal, State, County or City statute or regulations promulgated pursuant thereto.

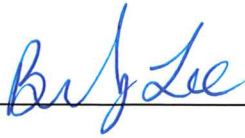
Section 17.6: Re-negotiating

In the event either Section 17.4 or 17.5 is determined to apply to any provision of the Agreement, such provision shall be renegotiated.

Section 17.7: Entire Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union voluntarily and unqualifiedly waives the right, and agrees that the District shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,
AFL-CIO



President



Negotiator

9/14/21

Dated:

WENATCHEE SCHOOL DISTRICT NO. 246



Board Chairperson



Board Secretary

9-14-21

Dated:

SALARY SCHEDULE

NUTRITION SERVICE EMPLOYEES								
2021/2022 Salary Schedule								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10	Step 15	Step 20
Food Service Driver	\$19.23	\$19.62	\$20.02	\$20.42	\$20.81	\$21.06	\$21.31	\$21.56
Catering Coordinator	\$16.91	\$17.25	\$17.59	\$17.94	\$18.29	\$18.54	\$18.79	\$19.04
Nutrition Services Manager IV (Former Central Kitchen Manager)	\$22.75	\$23.29	\$23.83	\$24.43	\$25.02	\$25.27	\$25.52	\$25.77
Nutrition Services Manager III (Former NSM V)	\$21.75	\$22.29	\$22.83	\$23.43	\$24.02	\$24.27	\$24.52	\$24.77
Nutrition Services Associate II (Former NSA III & NSA IV)	\$19.15	\$19.63	\$20.12	\$20.64	\$21.15	\$21.40	\$21.65	\$21.90
Nutrition Services Associate I (Former NSA I & NSA II)	\$16.71	\$17.05	\$17.38	\$17.73	\$18.09	\$18.34	\$18.59	\$18.84
Employees shall receive a longevity additive of \$0.25/hr at the beginning of years 10, 15 and 20 years of service with the WSD								
2022-2023 - Effective September 1, 2022, 3% or IPD, whichever is greater, for Steps 1-5								
2023-2024 - Effective September 1, 2023, 3% or IPD, whichever is greater, for Steps 1-5								