

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SDH EDUCATION WEST, LLC  
A SUBSIDIARY OF SODEXO, INC.**

**AT**

**PORT ANGELES SCHOOL DISTRICT  
304 E. PARK AVENUE  
PORT ANGELES, WA 98362**

**AND**

**SEIU LOCAL 925  
1914 NORTH 34<sup>TH</sup> ST. STE 100  
SEATTLE, WA 98103**

**FROM: SEPTEMBER 1, 2021**

**TO: AUGUST 30, 2024**

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## **PREAMBLE**

This Agreement made and entered into by and between SDH Education West, LLC a subsidiary of Sodexo, Inc. at Port Angeles School District hereinafter referred to as the "Employer" or the "Company" and Service Employees International Union, Local 925, hereinafter referred to as the "Union". The Employer agrees to use fair and reasonable judgment in the application of this Agreement.

## **ARTICLE 1 - UNION RECOGNITION & BARGAINING UNIT**

Section 1 - The Employer recognizes the Union as the sole collective bargaining agent for all full-time and part-time food service employees working at the Port Angeles Public School District in the classifications of Food Service Worker, Food Prep, Cashier, School leads, Head Cook, Assistant Cook, Utility Person, Truck Driver, and Base Kitchen Manager but excluding Managers, Supervisors, office clerical employees and substitute employees as defined in the Act.

Section 2 - Student help may not be used to reduce/eliminate current hours of Sodexo employees. It is further understood that students may be utilized during lunch periods and be present for training as has occurred in the past, as long as the work does not violate state law regarding "Child Labor".

Section 3 - Management employees of Sodexo and/or Port Angeles School District employees will not normally perform bargaining unit work except in cases of emergency.

## **ARTICLE 2 - UNION SECURITY & DUES CHECK OFF**

Section 1 - Each employee shall be required as a condition of employment to become and remain a member in good standing of the Union within thirty (30) calendar days after the effective date of this Agreement or by the thirtieth (30<sup>th</sup>) day of their employment, whichever is later.

Section 2 - Upon receipt of a signed authorization card the Employer shall once a month deduct such dues, initiation fees and/or assessments as the Union may indicate. These deductions shall be made bi-weekly. However, when the Union instructs the Employer to deduct the initiation fee from the employees pay over a four (4) week period, the Employer will comply. This money shall be sent by the thirtieth (30<sup>th</sup>) day of the following month to the Union with a list showing all employees, the amount deducted for each, and the reason for each employee for whom a deduction was not made.

Section 3 - If an employee shall have failed to receive sufficient wages to equal the dues deduction during the week when the dues are regularly to be deducted by the Employer, the Employer shall not be obliged to make deductions of any kind during that week; however, the Employer agrees to make the accrued deduction during the month, provided the employee has accrued sufficient wages for a deduction.

Section 4 - The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability of action taken or omitted by the Employer in reliance upon authorization cards for the deduction of Union dues and initiation fees.

Section 5 - Upon written notice by the Union, the Employer shall discharge any employee who fails to complete a union membership card, tender initiation fees, dues and assessments uniformly required to become or remain members in good standing in the SEIU Local 925 within the agreed time period in this Agreement, provided that all parties have complied with the

requirements of the National Labor Relations Board Act.

## **ARTICLE 3 - UNION ACTIVITY & VISITATION**

Section 1 - The authorized representatives of the Union shall have reasonable access to the Employer's premises for the purpose of administering the agreement and conferring with the Employer. Before a Union representative enters the Employer's premises he/she shall notify the General Manager or designee, of the visit so that his/her activities do not interfere with service or efficient operation of the unit. No more than two (2) union representatives shall visit the unit any time unless the parties mutually agree otherwise. The Employer will not unreasonably withhold permission for the visit.

Section 2 - This provision does not provide for meetings with employees during work hours, except for stewards who are attending meetings scheduled by the Employer.

Section 3 - Meetings with employees may be held during non-work time and in non-work areas during the employees' breaks and meal periods.

Section 4 - Stewards of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievance and perform related duties of mutual concern to the employees and the Union. In no event shall the stewards interfere with the operations of the Employer. The Union shall advise the Employer in writing as to the Identity of the stewards, not to exceed three (3).

Section 5 - Employees who are Union stewards may be permitted to attend regular steward meetings, and providing the Employer agrees to the time off and the Employer can schedule time off.

Section 6 - When a steward finds it necessary to enter a school in the district, he/she will secure the permission of that supervisor or designee when arriving at the other school. Such visit shall not interfere with the operation of the Employer.

Section 7 - A steward will be provided reasonable and necessary time off from his/her assigned schedule of work while involved in the manner provided in the grievance procedure, provided such time off does not interfere with operations of the Employer. The steward shall advise his/her supervisor of the grievance and make an appointment with the appropriate supervisor at a mutually agreeable time. The steward will report back to his/her immediate supervisor when his/her part in the grievance procedure has been completed.

Section 8 - The Employer shall provide an accessible and conspicuous place in each school for the exclusive use of the Union for the purposes of posting materials dealing with proper and legitimate business of the Union, for example, notices of elections, meetings, rules and recreational or social affairs. All notices shall be initialed by Union Representatives of steward and the General Manager.

## **ARTICLE 4 - C.O.P.E.**

Section 1 - The Employer agrees to deduct authorized political contributions from the wages of each employee who signs an authorization card, provided that the Union shall be responsible for any reauthorization of authorized political contributions as required by law.

Section 2 - The Employer agrees to forward such contributions to the office of the Union by the twenty-fifth (25<sup>th</sup>) of each month.

Section 3 - The Union agrees to file for the employee a political deduction authorization card, signed by the employee, with the Employer prior to such deductions.

Section 4 - The Employer will not discourage participation in any Union political committee.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Section 1 - Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, the right to manage the business.

Section 2 - All functions of management not herein otherwise relinquished or limited shall remain vested in the Employer. The listing of specific rights in this Article is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Employer in the past.

## **ARTICLE 6 - WORKING CONDITIONS & HOURS OF WORK**

Section 1 - A regular work week for all hourly employees shall consist of not more than eight (8) consecutive hours in one (1) day. Overtime pay, at the rate of one and one-half times (1½) the regular rate of pay, will be paid for all hours over forty (40) in one (1) week.

Section 2 - If an employee reports for work as scheduled and has not been told not to report and is sent home due to inclement weather or closing of the school in the event of an emergency, the employee will be paid for all hours worked but not less than three (3) hours, whether or not work is available.

Section 3 - Any change to the uniform policy will be negotiated with the Union.

Section 4 - The Employer will continue to provide required uniforms and aprons and hats/hair nets if they are a required part of the uniform.

Section 5 - Proper footwear must be worn by all employees regardless of job description. Shoes must be black in color, and considered non-slip with rubber soles. Sodexo will provide an annual stipend per employee of seventy-five dollars (75.00) for the purchase of non-slip shoes, to be paid at the start of the school year. New regular employees will receive the stipend upon completion of their probationary period. The Employer agrees to allow employees to purchase shoes and uniforms through the Company, if a plan exists. If an employee purchases shoes that are not from an Employer preferred shoe vendor, the employee will be required to provide proof to the Employer that the shoe is a non-slip shoe.

Section 6 - The apron and name tag for Port Angeles Schools must be worn while working.

Section 7 - Proper footwear must be worn by all employees regardless of job description. Shoes must have rubber or non-skid soles

Section 8 - All employees who work at least three (3) hours shall receive a paid fifteen (15) minute break during the course of the work day. All employees who work five (5) hours or more a day

shall be permitted a thirty (30) minute unpaid lunch break. Breaks shall be scheduled at a reasonable time provided that the break does not interrupt the serving of meals.

Section 9 - All employees will be provided with a meal at no cost to the employee. The Employer shall furnish wholesome, palatable and balanced meals to all employees as specified in this Article.

Section 10 - The Employer shall provide a safe and health workplace in compliance with law and standards relating to the occupational safety and health of its employees. The Employer will provide any (PPE) personal protective equipment as recommend by the CDC or local health department. It is the employee's responsibility to follow all established procedures and standards. The Employer will notify and train the employees in this area in accordance to OSHA and WISHA standards.

## **ARTICLE 7 - LEAVES & JURY DUTY**

Section 1 - For each bargaining unit employee, the Employer shall accrue one (1) hour of paid sick and safe time for every forty (40) hours worked. Employees are entitled to use accrued, unused paid sick and safe time beginning on their ninetieth (90<sup>th</sup>) calendar day of employment.

Section 2 - All earned, but unused sick leave will be paid out to the employee at the end of the school year.

Section 3 - An employee may use paid sick and safe time:

- for an absence resulting from an 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 preventive medical care;
- to provide care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care;
- when the employee's place of business has been closed by order of a public official for any health-related reason;
- when the employee's child's school or place of care has been closed by order of a public official for any health-related reason;

For any of the following reasons related to domestic violence, sexual assault or stalking:

- to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
- to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
- to obtain, or assist a family member in obtaining, services from a domestic violence

shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

- to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
- to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

For this Article only, "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, and sibling.

Section 4 - If the need for paid sick and safe time is foreseeable, the employee must provide advanced notice of at least ten days, or as early as practicable, to the Employer in advance of the use of paid sick and safe time and make a reasonable effort to schedule the use of the time in a manner that does not unduly disrupt the operations of the Employer.

If the need for paid sick and safe time is unforeseeable, the employee must provide notice to the Employer as soon as possible before the required start time of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to the Employer, a person on the employee's behalf may provide notice to the Employer.

Section 5 - For use of paid sick and safe time of more than three (3) days, the employee will be required to provide verification that an employee's use of paid sick and safe time is for an authorized purpose.

Section 6 - Paid sick and safe time shall be paid at the employee's base hourly wage rate times the number of hours the employee was scheduled to have worked on the day that paid sick and safe time was used.

Section 7 - Unused paid sick and safe time will not be paid out when the employee's employment is separated.

Section 8 - All scheduled employees shall be entitled to up to three (3) working days paid leave in the event of a death in the immediate family, which shall be defined as spouse, child, step child, brother, sister, parent, step parent, grandparent, grandchild, mother-in-law or father-in-law, or domestic partner. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

Section 9 - In addition, any employee may be granted reasonable unpaid bereavement leave.

Section 10 - Employees shall be entitled to one (1) paid day off in the event of a death of a sister-in-law, or brother-in-law.

Section 11 - Employees shall be granted military leave in accordance with applicable State and Federal laws.

Section 12 - All regular full-time and part-time employees are eligible for Jury Duty leave. Employees subpoenaed for jury duty scheduled during their normal working hours are to be paid



an amount equal to the difference between their regular straight time pay for their normal dally work schedule and the money they receive from the court. Jury duty pay must be verified. The combined pay must not exceed the hours of the employee's normal work day.

Section 13 - Employees who are dismissed from jury duty early, with four (4) or more hours of their regular work day remaining, should report to work to qualify for the full jury duty benefit for that day.

## **ARTICLE 8 - LEAVE OF ABSENCE**

Section 1 - For good cause, an employee may be given a leave of absence without pay for a period of not more than thirty (30) days for personal leave, and up to six (6) months for disability, illness or injury, subject to medical certification. A medical leave may be extended for an additional three (3) months for just cause and with the understanding the employee may be required to provide the Employer with medical verification

Section 2 - Requests for leaves of absence are to be submitted to the General Manager, in writing, at least thirty (30) days in advance, except for bona fide emergencies including medical reasons. If the General Manager approves, the leave will be granted if the employee has had no leave of absence for illness or maternity during the six (6) month period preceding the date of the requested leave.

Section 3 - Upon returning to work, the employees will be placed in their previous position, if the job is still on the schedule. If not, they will be placed in an acceptable or comparable position.

Section 4 - Employees on approved leaves shall not have their seniority interrupted. In addition, eligible employees shall have their benefit coverage maintained for two (2) months beyond the leave month for approved medical leaves.

Section 5 - The parties agree to comply with all applicable Family and Medical Leave legislation.

Section 6 - Unpaid leaves may be granted by management after all paid benefited days have been used.

## **ARTICLE 9 - PAID PERSONAL DAYS**

Section 1 - After one (1) year of service, all employees shall receive ten (10) paid personal days, prorated as to regular hours worked, at the beginning of each year. Seven (7) of these paid personal days are to be taken on non-serving days. New employees shall earn one (1) day per month during their first year of service, up to a maximum of ten (10) days.

Section 2 - Employees will be compensated at the wage rate and average hours worked based on the most recent four (4) work weeks on record at the time the personal leave is taken.

Section 3 - Days off will be scheduled with a two (2) week notice, except in cases of emergency.

Section 4 - Personal days unused at the end of the work year shall be included in the employee's year-end pay.

Section 5 - Employees shall be permitted to use personal days in order to care for a sick family member in accordance with Washington state law.

## **ARTICLE 10 - PAID VACATION**

Section 1 All employees shall receive five (5) paid vacation days per year, prorated as to regular daily scheduled hours. Earned but unused vacation will be paid at the end of the school year.

Section 2 - Eligible employees, who terminate for any reason after having completed one (1) school calendar year or more of service, shall be paid for all accrued vacation. Employees who voluntarily quit will be expected to give two (2) weeks' notice of their intent to terminate their employment.

Section 3 - Vacation pay will be paid at the employee's straight time hourly rate based on the number of hours in the employee's regular work week. Employees taking their vacation during the school year will receive their vacation pay during the regular school pay period. Employees may request to use unearned vacation time. The Employer agrees to give good faith consideration to such requests. However, if the employee leaves the employ of the Employer prior to earning that vacation, the Employer will deduct the unearned portion from the employee's last paycheck.

Section 4 - Employees may request vacation during the operating school year. Vacation shall be scheduled with the General Manager's approval. Conflicts in vacation requests will be resolved by giving preference to the senior employee.

Section 5 - Vacation requests will not be unreasonably denied.

Section 6 - Employees who have accumulated vacation pay shall not lose said accumulated days as a result of the Agreement. Any accumulated vacation pay will be paid at the end of the school year.

Section 7 - All earned paid leave listed herein, shall be cashed out if the Employer loses the Agreement with the Port Angeles School District, including personal leave, sick leave, vacation.

Section 8 - Employees shall be permitted to use vacation days in order to care for a sick family member in accordance with Washington state law.

## **ARTICLE 11 - HEALTH & WELFARE**

The following terms shall govern the provision of health insurance benefits for each insurance plan year commencing January 1, 2015:

Section 1 - Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Health Insurance Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Health Insurance Benefits Plans"), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2 - Eligibility to Participate. Each employee's eligibility to participate in the Standard Health Insurance Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Health Insurance Benefit Plans) in the twelve months ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the

Employer shall select (for example, the eligibility of employees to participate In the Standard Health Insurance Benefits Plans in 2015 will be determined on the basis of the hours worked or paid in the twelve-month period commencing October 4, 2013 and ending October 3, 2014).

Section 3 - Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Health Insurance Benefits Plans. The Employer's proportionate share of health Insurance premiums for subsequent insurance plan years shall be established as set forth in Section 3 above.

Section 4 - Waiver. By agreeing to participate in the Employer's Standard Health Insurance Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the standard Health Insurance Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Health Insurance Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the standard Health Insurance Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Section 5 - Employer/Employee Premium Payments While on Seasonal Layoff Status. During the months that an employee is on seasonal layoff (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on seasonal layoff will be expected to make arrangements with the Employer prior to the end of the academic year in May as to how he/she will pay their share of the premium during the summer months.

Employees who fail to timely pay their share of the premium during seasonal layoff periods will have their group insurance coverage cancelled.

## **ARTICLE 12 - OTHER INSURANCE - DENTAL, LIFE, SHORT-TERM DISABILITY INSURANCE**

The following terms shall govern the provision of Sodexo non-standard dental, life, and short-term, disability insurance benefits for each insurance plan year, commencing January 1, 2015:

Section 1 - In order to be eligible to participate, on the first of the month following sixty (60) calendar days of employment, but no later than ninety (90) calendar days of employment, in the foregoing plan(s), provided the employee ~~must~~ meets the following criteria:

1. Is a regularly scheduled employee who works, or is paid for thirty (30) hours per week during the academic year;
2. Has elected and signed up for coverage on a timely basis;
3. Is actively employed;
4. Pays the employee share of the premium each week by payroll deduction.

Section 2 - Dental Insurance. The Employer will make available a non-standard Sodexo Dental Insurance Plan. The Employer will pay fifty percent (50%) of the premium cost, and the employee will pay fifty percent (50%) of the premium cost.

Section 3 - Life Insurance. The Employer will provide to employees a five thousand dollar (\$5,000.00) Group Life Insurance policy, at no cost to the employee.

Section 4 - Short-term Disability Insurance. The Employer will make available a non-standard Sodexo Short Term Disability plan. The plan shall provide two hundred and fifty dollars (\$250.00) per week benefit for non-work related illness or injury only, from the first (1<sup>st</sup>) workday of an accident or illness requiring hospitalization, or eighth (8<sup>th</sup>) workday of an illness, for a period not to exceed twenty-six (26) weeks annually. Plan benefits are reduced until an employee works twenty-six (26) weeks in a calendar year. The Employer will pay fifty percent (50%) of the premium cost, and the employee will pay fifty percent (50%) of the premium cost.

Section 5 - Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the non-Standard Benefits Plans. The Employer and employee share of the premium will be maintained.

Section 6 - Employer/Employee Premium Payments While on Seasonal Layoff Status. During the months that an employee is on seasonal layoff (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on seasonal layoff will be expected to make arrangements with the Employer prior to the end of the academic year in May as to how he/she will pay their share of the premium during the summer months.

Employees who fail to timely pay their share of the premium during seasonal layoff periods will have their group Insurance coverage cancelled.

Section 7 - Waiver. By agreeing to participate in the Employer's Non-Standard Health Insurance Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the standard Health Insurance Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Health Insurance Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the standard Health Insurance Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

## **ARTICLE 13 – 401K**

Effective September 1, 2022, the employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

## **ARTICLE 14 - SENIORITY**

Section 1 - New employees shall be considered as probationary employees until they have been in the employ of the Employer for ninety (90) working days. During this period, they will not be entitled to seniority. Employees terminated during their probationary period shall have no recourse to the grievance process. Employees who were employed by the preceding contractor shall not be placed on probation.

Section 2 - At the end of the most recent probationary period, each new employee shall be entered on the most recent seniority list as of their initial date of hire in the district with the Employer or a previous contractor, whichever is earlier, for job bidding, recall and layoff.

Section 3 - The Employer may require verification of the date of hire with a previous contractor.

Section 4 - Seniority shall be defined as a district wide length of continuous service based on the most recent date of hire. In the event of a tie, seniority shall be decided by the flip of a coin

Section 5 - If it is necessary to have a lay off or hour's reduction, the principles of seniority shall be respected. An employee scheduled for a lay-off or hour's reduction may bump any person with less seniority in any position ~~or the least senior~~ employee in their classification or another classification, provided the senior employee is qualified to perform the work at the time of the bump, or the employee may elect not to exercise this right. Employees will be recalled in order of seniority provided the recalled employee is qualified to perform the available job. Employees may agree to work share to avoid lay-off. No employee shall be required to work share. Employees agreeing to work share must work the number of hours outlined in this Agreement to maintain benefit eligibility.

Section 6 - An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his seniority shall cease upon:

1. Discharge for just cause,
2. Voluntary quitting;
3. Failure to return from an approved leave of absence, except if failure to return is due to illness;
4. Failure of an employee to notify the Employer within five (5) working days after having been recalled to work by written notices sent to him/her by the Employer at his/her last known address appearing on the Employer records;
5. Being laid off for a period of one (1) year.

Section 7 - An employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if again hired by the Employer.

Section 8 - Within thirty (30) days of the signing of this Agreement, the Employer shall prepare and submit to the Union a seniority list. The Employer and Union shall promptly resolve any disagreements over the list which shall then become the list.

## **ARTICLE 15 - JOB VACANCIES & BIDDING PROCEDURES**

Section 1 - At the beginning of each school year employees will be recalled in the order of seniority, provided the employee is qualified to perform the available job. Employees will be recalled to their former locations and positions if the jobs still exist. If the position is moved, they will have their first choice to that position. If they do not exercise this choice, they may follow the above stated bumping procedure. Summer vacancies shall be filled through the above posting procedure or by mailing. A copy will be mailed to the Union office Employees will be notified two (2) weeks prior to the opening of school if there will be changes in staffing levels, hours or positions for the start of the school year. "Qualified" shall mean the employees ability to perform the work within a two (2) week training period.

Section 2 - An employee who is promoted shall be on probation for thirty (30) working days. During this probationary period, the Employer may return the employee to their former position for just cause; conversely, within thirty (30) working days of the promotion, the employee may elect to voluntarily return to their former position, if the job exists. The Employer may extend an employee's probationary period for an additional two (2) weeks for cause. The Employer will notify the employee and steward in advance of this action.

Section 3 - Once an employee exercises the right to fill a job vacancy on a permanent basis, that employee's former position may be posted and filled according to this Article.

Section 4 - If a positions, scheduled hours are increased to full-time employee status on a permanent basis then that position shall be posted and filled according to this Article.

Section 5 - The Employer agrees to fill all permanent vacancies by utilizing the procedure contained herein. Permanent vacancies are defined as regularly scheduled positions and do not include positions vacant due to leave of absence, (pregnancy, medical, personal, etc.) or special function assignment. Provided, however, that in filling temporary vacancies of over sixty (60) days in duration, seniority shall be a factor In the selection by the General Manager, as defined under Article 11 of this Agreement.

Section 6 -

1. Vacancies shall be posted on bulletin boards, including the classification in which the vacancy exists, hours, shift, job duties, rate of pay and requirements.
2. All such vacancies, as determined by management, shall be posted on the first (1<sup>st</sup>) working day of the vacancy for five (5) working days to allow current employees to indicate their interest. The Employer will schedule the interviews for current employees within five (5) days after the posting closes. The Employer will make ~~every effort to make~~ its hiring decision within two (2) working days after the interviews have been conducted,
3. Employees may bid on these job openings and vacancies which shall be filled promptly by the Employer and given to the employee with the most seniority, provided he/she is qualified to perform the work. Such employees may not bid on posted positions until they have completed sixty (60) days of work in their current position, with exception by mutual agreement.
4. If an employee disagrees with the Employer's decision, it may be appealed to the grievance procedure, Article 18 of the Agreement.

5. Employees may bid on these job openings and vacancies which shall be filled promptly by the Employer and given to the employee with the most seniority, provided he/she is qualified to perform the work. Qualifications will include, but not be limited to, the employee's attendance and/or disciplinary record. Such employees may not bid on posted positions until they have completed sixty (60) days of work in their current position, with exception by mutual agreement. Upon request by the employee, the Employer will provide its reason for not selecting a more senior employee who applied for an open position.

## **ARTICLE 16 - SPECIAL FUNCTIONS**

Section 1 - The Employer will reimburse the employee for voluntary use of their personal vehicle at the Internal Revenue Service reimbursement. The employee will not be required to use their own personal vehicle. No employee shall be required to work a function not related to the Port Angeles Food Service program. Employees will be paid for all scheduled and assigned work at no less than the appropriate normal classification rate of pay.

Section 2 - When possible, catering will be done within regular scheduled employee work hours. If an event requires additional hours, assignments will be based on experience. Where employees have similar experience, seniority will be used to determine allocation of hours. The

Employer shall offer the work in order of seniority; however, the Employer may first offer the work to qualified employees whose performance of the work shall not result in overtime pay.

Section 3 - A special function is defined as any function that occurs outside of regular work hours. Special functions are totally separate and apart from normal food service in terms of assignment of work.

Section 4 - The special function pay rate for Food Service Worker, Food Prep/Cashier, Assistant Cook, Utility, Leads will be seventeen dollars and fifty- eight cents (\$17.58) per hour. This rate will increase with the across the board pay increases. The special function pay rate for Cook, Base Kitchen Lead, and Driver will be the regular scale rate.

## **ARTICLE 17- NON-DISCRIMINATION**

Section 1 - There shall be no discrimination by the Employer or the Union against any employee for reason of his/her membership in or activities on behalf of the Union, or on account of race, color, creed, sex, age, religion, disability, political belief or affiliation, sexual preference, veteran status or national origin.

Section 2 -Where the masculine or feminine gender is used in the Agreement, it is used solely for the purpose of illustration.

## **ARTICLE 18 - DISCIPLINE PROCEDURE**

Section 1 - The Employer has the exclusive right to maintain discipline including the right to discipline, discharge or suspend any employee for Just cause. The Employer will exercise progressive standards of discipline. Such discipline shall include, but not be limited to the following steps:

1. Verbal warning (documented) with a performance improvement plan

2. Letter of reprimand with a performance improvement plan
3. Suspension without pay
4. Termination

Section 2 - Copies of verbal and written warnings, suspensions and discharge notices will be given to the employee and the Union. Such notices shall be issued to an employee within five (5) working days following the event giving rise to the discipline and the investigation of the event.

Section 3 - When it becomes necessary to discipline an employee, the Employer will conduct discussion in a fashion calculated to apprise the employee of the discipline while avoiding embarrassment or public display.

Section 4 - All warnings shall be removed from an employee's file after twelve (12) calendar months.

Section 5 - In the event an employee believes the Employer's action in discharge or disciplinary cases is arbitrary, discriminatory or Improper, the employee or the Union may file a grievance in accordance with the provisions of the Grievance and Arbitration clause of this Agreement.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

Section 1 - A grievance is a dispute which arises during the term of this Agreement between an employee, a group of employees or the Union and the Employer which involves the Interpretation, application, or alleged violation of the provisions of this Agreement.

Section 2 - Any grievance shall be processed in the following manner:

Step 1 - The employee and/or Union steward shall take up the grievance in writing with the General Manager within twelve (12) working days of the date of the event or the date the grievant knew or should have known of the grievance. The General Manager shall attempt to resolve the matter and respond to the grievant, in writing, within five (5) working days of the submission.

Step 2 - If the grievance is not resolved, it shall be presented in writing to the District Manager within ten (10) working days after the General Manager's response was due. The District Manager shall respond, in writing, to the grievant within ten (10) working days of the grievance submission.

If the grievance is not resolved at Step 2, the parties may refer the grievance to mediation provided that both parties agree to utilize mediation. The parties shall use the services of the Federal Mediation and Conciliation Services (FMCS) or (PERC) for all mediations unless otherwise mutually agreed by the parties.

Step 3 - Arbitration

1. If the grievance remains unresolved following Step 2, either party may request arbitration by written notice to the other party, within fifteen (15) working days of the Step 2 response.



2. The arbitration shall be conducted by the Federal Mediation Conciliation Service in accordance with its then current rules.
3. The arbitration shall be final and binding on the parties, and the employee(s) Involved The arbitrator shall issue a written report and decision.
4. The arbitrator shall have no authority to add to, subtract from, modify or alter any terms of this agreement. The parties shall submit a Joint statement of the issues. If there is no joint statement, each shall submit its statement of the issue. The arbitrator shall be bound to decide only those issues and the grievance presented.
5. The cost of the arbitrator's services shall be shared equally by the parties. Each party shall pay its own costs for presentation including witnesses, documents and any employee(s) lost time.
6. Notice of arbitration shall be sent to General Manager.

Section 3 - If the grievance or Union fails to process the grievance within the time limits, the grievance shall be considered withdrawn. Once a grievance has been resolved, neither the Union, the steward nor the grievant may resubmit that grievance. If the Employer fails to respond, the grievance may be processed to the next step of the grievance procedure.

Section 4 - The written grievance shall specify the specific provisions of the agreement at issue, the grievant(s) name(s), the remedy sought and the grievant(s) signature(s).

Section 5 - Any waiver or extension of time limits may be made by written mutual agreement of the parties.

Section 6 - At the request of either party, the parties will meet at Step 1 or 2 to discuss the grievance and the response will be due within the time limit following the meeting.

Section 7 - Policy grievances may be submitted to the General Manager.

## **ARTICLE 20 - DRUG & ALCOHOL TESTING**

The Union agrees to abide by any policy set by the Port Angeles School District regarding drug and alcohol testing of all District employees.

## **ARTICLE 21 - PERSONNEL FILES**

Employees shall, upon request, have the right to inspect all contents of their complete personnel files. Upon request, a copy of any document contained therein shall be given to the employee.

## **ARTICLE 22 - TEMPORARY TRANSFERS**

The Employer retains the right to assign available work to employees and to temporarily transfer qualified workers to and among jobs in the District where the need for such work arises, provided that the exercise of such rights shall not be in conflict with a specific provision of this Agreement and providing the employee(s) agree to the transfer.

## **ARTICLE 23 - WORKERS COMPENSATION**

The parties will comply with State requirements.

## **ARTICLE 24 - GENERAL PROVISIONS**

Section 1 - Evaluations will be performed at a time mutually agreed to by the employee and Employer. Time spent in evaluations shall be compensated at the employee's regular rate of pay. A copy of the employee evaluation shall be provided to the employee immediately on closing the evaluation.

Section 2 - In the event of an employee's death during employment by Sodexo, all earned and accrued but unused sick days, vacation and personal days and earned wages forthcoming shall be paid to the employee's estate.

Section 3 - The Employer must notify the Union at least two (2) weeks in advance of any planned position change or reduction in hours.

Section 4 - The Employer will not break up positions without first meeting with the Union and the employee.

Section 5 - No incident, event, document or other factor not presented to any employee within five (5) working days of its occurrence may be used to contribute to disciplinary action against said employee at a later date.

Section 6 - The Employer is responsible for training new employees, though the Employer may delegate training responsibilities to a lead cook or other qualified employee. Where the Employer adds a new product, the Employer will instruct the employees in preparation and handling of the new product(s). When the Employer requires an employee to train another employee, the Employer shall give due Consideration to requests for additional working hours.

Section 7 - Employees shall be provided a minimum of ten (10) working days' notice of any mandatory meeting. Employees may be excused without penalty from any mandatory meeting for a legitimate reason. If an Employee misses a mandatory meeting due to a personal trip, the employee will only be allowed to miss the mandatory meeting if the trip was planned prior to the announcement of the mandatory meeting. Employees who miss a mandatory meeting for a verifiable emergency situation will not be disciplined for missing the meeting.

Section 8 - The Employer shall compensate employees at their regular hourly rate of pay for all hours spent in Sodexo mandated food service certification classes. The Employer shall also pay the cost of the food service examination.

Section 9 - This Agreement shall not affect Washington State Unemployment Benefits.

## **ARTICLE 25 – TEMPORARY TRANSITIONAL DUTY PROGRAM**

Section 1 - In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2 - Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3 - No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4 - Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5 - Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

## **ARTICLE 26 - COMPLETE AGREEMENT**

Section 1 - The parties acknowledge that during the negotiations which resulted In this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all subjects have been discussed and negotiated, and the agreements contained in this Agreement were arrived at after the exercise of such rights and opportunities.

Section 2 - This Agreement supersedes and cancels all previous agreements and this Agreement expresses the complete understanding of the parties on the subjects of wages, working conditions, hours of labor, benefits and conditions of employment, and concludes all collective bargaining for the term of this Agreement. All employee benefits and rights existing before the effective date of this Agreement are superseded by this Agreement unless expressly continued herein.

Section 3 - The Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other Instance.

## **ARTICLE 27 - NO STRIKE/NO LOCKOUT**

Section 1 - The Union shall not strike during the term of this Agreement.

Section 2 - The Employer shall not lock out its employees or any group of its employees during the term of this Agreement.

Section 3 - No employee shall be disciplined for matters which arise from the result of his/her refusal to cross a school employee picket line due to the employee's concern for his/her personal well-being.

## **ARTICLE 28 - WAGES & BENEFITS**

Section 1 - Wages and benefits not contained within shall be attached under Appendix "A" and shall be a part of this Agreement.

Section 2 - Any employee who performs the duties of a higher paid employee, for more than one (1) hour in the higher paid position, shall be paid at the higher rate of pay for all hours worked. Any employee who is assigned by the Employer to work in a lower paying job classification shall be paid their regular rate of pay while working in the lower paying job classification.

Section 3 - All changes in wages, classification and job description will take place following discussion with the employee and union representative.

Section 4 - Employees shall be paid on a weekly basis, in accordance with the Employers payroll system.

Section 5 - Wages shall be paid weekly by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

## **ARTICLE 29 – LABOR MANAGEMENT COMMITTEE**

The Union and the Employer agree to hold Labor Management meetings as mutually agreed to by both parties or as needed with appropriate notice.

## **ARTICLE 30 - SAVINGS CLAUSE**

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law, provided that such Articles or portions of Articles cannot be amended to be made valid under Federal and/or State laws. If, at any time thereafter, such term or provision is no longer in conflict with any Federal or state law, such term or provision as originally embodied in this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

## **ARTICLE 31 - LENGTH OF AGREEMENT**

Section 1 - This Agreement shall be in effect from September 1, 2021 through August 30, 2024.

Section 2 - It is understood that either party may reopen the Agreement at least sixty (60) days prior to its expiration date and give notice of its desire to change, modify or alter this Agreement. In the event no such notice is given, prior to the expiration date of this Agreement, this Agreement shall be automatically extended from year to year beyond the expiration date set forth, said Agreement being this Agreement as it may be amended and as it is in effect with any such amendment on September 1, 2024.

Section 3 - After negotiations have been undertaken pursuant to the above paragraph hereto, for such termination, modification or revision, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith.

Section 4 - If the Employer contract is terminated prior to the end of the school year, the Employer will pay out all of the accumulated vacation and sick leave benefits due to the employees within two (2) weeks of contract termination.

**SDH EDUCATION WEST, LLC at  
PORT ANGELES SCHOOL DISTRICT  
304 E. PARK AVENUE  
PORT ANGELES, WA 98362**

**SEIU LOCAL 925**

*Bruce E Collier*

Bruce E Collier (Jan 14, 2022 08:07 PST)

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**Bruce Collier  
Director, Labor Relations**

**Jan 14, 2022**

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**DATE**

~~XXXXXX~~ XXXXXX (Jan 14, 2022 08:29 PST)

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**Linda Wright  
SEIU Representative**

**Jan 14, 2022**

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**DATE**

*M. Scott Hoyle*

M. Scott Hoyle (Jan 14, 2022 08:27 PST)

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**M. Scott Hoyle  
District Manager**

**Jan 14, 2022**

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**DATE**

# APPENDIX "A"

Section 1 - The rates of pay shall be as follows:

<b>Job Classifications</b>	<b>Effective 09/01/21</b>	<b>Effective 09/01/22</b>	<b>Effective 09/01/23</b>
Base Kitchen Lead	\$22.67	\$23.35	\$24.05
Head Cook	\$20.67	\$21.29	\$21.93
Leads	\$18.00	\$18.54	\$19.10
Food Service Worker	\$15.50	\$15.97	\$16.45
Food Prep/ Cashier	\$15.50	\$15.97	\$16.45
Utility	\$15.50	\$15.97	\$16.45
Driver	\$19.66	\$20.25	\$20.85

No employee will be paid less than the appropriate rate listed above. No employee will have their wage rate reduced as a result of ratifying the 2021 – 2024 Agreement, unless they voluntarily transfer into a lower paying job classification.

Any employee, with less than five (5) years of service, who transfers into a lower paying job classification will be paid the rate for the classification in the table above. Any employee, with five (5) years but less than ten (10) years of service, who transfers into a lower paying job classification will be paid fifty cents (\$0.50) per hour above the rate for the classification in the table above. Any employee, with ten (10) or more years of service, who transfers into a lower paying job classification will be paid one dollar (\$1.00) per hour above the rate for the classification in the table above.

Effective September 1, 2021, each employee with receive a five percent (5%) wage increase or the wage rate for their job classification in the chart above, whichever is greater.

Effective September 1, 2022, each employee with receive a three percent (3%) wage increase or the wage rate for their job classification in the chart above, whichever is greater.

Effective September 1, 2023, each employee with receive a three percent (3%) wage increase or the wage rate for their job classification in the chart above, whichever is greater.

## **APPENDIX "B"**

The Employer will comply with the Washington Paid Family and Medical Leave law.

Effective January 1, 2022, the Employer will comply with the Washington Long Term Care law.