

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**CHARTWELLS SCHOOL DINING SERVICES**



**A Division of Compass Group USA, Inc. at the  
SNOHOMISH SCHOOL DISTRICT, #201**

AND

**SNOHOMISH KITCHENS UNITED, #1126  
Public School Employees of Washington / SEIU Local 1948**

SEPTEMBER 1, 2024 - AUGUST 31, 2027



**Public School Employees of Washington / SEIU Local 1948**

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# ARTICLE I

## RECOGNITION CLAUSE

### **Section 1.1. Recognition.**

The Employer recognizes the Union as the exclusive representative for collective negotiations for all full-time, regular part-time, and on call employees in the classification of kitchen managers (not deemed supervisors within the meaning of the NLRA), leads, food service workers, and drivers, employed by the Employer and working at schools at Snohomish School District #201 in Snohomish, Washington.

### **Section 1.2. Purpose.**

It is the general purpose of this Agreement to establish and promote harmonious relations between the Company and the employees, a procedure for the resolution of differences, rates of pay, and other terms and conditions of employment. The parties recognize the importance of safe, efficient and uninterrupted services to maintain the highest standards of service.

# ARTICLE II

## MANAGEMENT RIGHTS

### **Section 2.1.**

Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights, and powers.

### **Section 2.2.**

Examples of the authority, rights and powers which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Employer's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Employer employees).

## ARTICLE III

### DIGNITY AND RESPECT

The Company and Union agree that each employee and supervisory representative of the Company shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the Union or supervisors towards each other will not be tolerated.

Discipline shall be handled in a professional manner. Neither the Employer, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, gender, sexual orientation, gender identification, Veteran's status, religion, age or marital status or because of physical handicap.

## ARTICLE IV

### BARGAINING UNIT WORK

#### **Section 4.1.**

Management employees of Chartwells and/or the Snohomish School District employees will not normally perform bargaining unit work except in cases of emergency, for training purposes, in the case of a specific client request, or where there are no bargaining unit employees available to perform the work.

#### **Section 4.2.**

Student help may not be used to reduce or eliminate current hours of Chartwells employees. It is further understood that the Snohomish School District 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". Student workers may not be utilized on days or times when Snohomish School District is not in session, unless opportunities have been posted to give bargaining unit employees the right to the work.

#### **Section 4.3. Definition of Employee.**

##### **Regular Full-Time Employee**

An employee that has completed the probationary period as defined in this Agreement and is regularly scheduled for twenty-eight (28) hours or more per week.

##### **Regular Part-Time Employee**

An employee that has completed the probationary period as defined in this Agreement and is regularly scheduled to work less than twenty-eight (28) hours per week.

##### **Substitute Employee**

An employee that is not scheduled on a regular basis but who may be called in to fill vacancies cause by reason including but not limited to, absences, sickness, leave of absence, changes in business demand, or to perform special function work when no regular employee is awarded the work.

# ARTICLE V

## UNION SECURITY AND DUES CHECKOFF

### **Section 5.1. Membership.**

In the manner and to the extent permitted by law, each employee shall become and remain a member in good standing of the Union, as a condition of employment, starting on the employee's first day on the job within thirty (30) working days after the effective date of this Agreement or by the thirtieth (30th) working day of their employment, whichever is later. See Section 5.5 for those employees that do not timely register their Union membership.

To assist in the Company's and the Union's administration of this section, the Company upon hiring of new employees give each employee a registration form for Union membership and dues check-off authorization form. The Company shall remit the completed forms to the Union monthly.

#### **Section 5.1.1. New Hire Orientation.**

During the employee's first (1<sup>st</sup>) week of employment, a union leader or designee will have the opportunity to meet with the employee for fifteen (15) minutes, with the understanding that neither union leader, designee or employee shall extend their time into overtime pay. Neither employee nor union leader (or designee) shall have their pay reduced as a result of time spent in this meeting. Notice of the newly hired employee will be made to a union leader or designee as soon as possible.

#### **Section 5.1.2. Annual Welcome Back Meeting.**

Designated Union representatives shall have the opportunity to meet with bargaining unit employees for up to thirty (30) minutes on paid time during the annual orientation meeting prior to the beginning of the academic year.

#### **Section 5.1.3. Monthly New Hire Lists.**

Each month, the Company shall provide a list of the newly hired employees to the bargaining unit representative in an electronic editable format (preferably Excel) with the following information: Name, company employee number, home address, home phone, cell phone, work phone, work email, most up to date personal email address, hire date, PSE job title, work site location, wage rate, hours of work, and contracted days per year.

#### **Section 5.1.4. Bargaining Unit Lists.**

Every one hundred twenty (120) days, the Company shall provide a list of bargaining unit employees to the bargaining unit representative in an electronic editable format (preferably Excel) with the following information: Name, company employee number home address, home phone, cell phone, work phone, work email, most up to date personal email address, hire date, job title, work site location, contracted days per year, hours of work, wage rate, monthly gross income, dues paid and leave of absence (if applicable).

### **Section 5.2. Dues.**

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. This money shall be sent by the thirtieth (30th) day of the following month to the Union with a list showing all employees, the amount deducted for each, and which employees did not pay in a computer readable electronic form, whenever possible.

1 The Union shall certify to the Company, in writing, the current rate of its membership dues. If the Union  
2 changes the rate of its membership dues, it shall give the company thirty (30) days written notice prior to  
3 the effective date of such change.

4  
5 **Section 5.3.**

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

10  
11 **Section 5.4.**

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

15  
16 **Section 5.5. Discharge for Non-Member Status**

17 Upon written notice by the Union, the Employer shall discharge any employee who fails to tender  
18 fees, dues and assessments uniformly required to become or remain members in good standing in the  
19 Union, after all parties have complied with the requirements of the National Labor Relations Act.  
20 (timeline referenced in Section 5.1)

21  
22 **Section 5.6.**

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

26  
27 **Section 5.7.**

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

30  
31 **Section 5.8.**

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

34  
35 **Section 5.9.**

36 The Employer will not discourage participation in any Union political committee.

37  
38  
39 **ARTICLE VI**

40  
41 **UNION REPRESENTATION**

42  
43 **Section 6.1.**

44 The Union, through its representatives, shall have access and the right to visit working areas facilities in  
45 the unit where employees covered by this Agreement are assigned during working hours. However, the  
46 Union agrees that it shall not interfere with any working operations and shall contact the Dining Director  
47 or his/her designee upon arrival. The Union agrees to make reasonable efforts to schedule visits in  
48 advance.

1 **Section 6.2.**

2 The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting  
3 information. Copies shall be provided to the site director in advance of posting and shall not contain  
4 inflammatory or defamatory text toward the employer or the employer's client.  
5

6 **Section 6.3. Union Leave**

7 Union officers (stewards) will gain express permission from Food Service Director to leave work area for  
8 Union business.  
9

10 **Section 6.3.1. Union Leave for Union State Leadership and/or Union Events.**

11 Any bargaining unit member who holds a Union state elected position in the Union or is invited to  
12 attend may be permitted to utilize intermittent release time, if coverage is available, when such  
13 time is paid in full by PSE/SEIU1948.  
14

15 **Section 6.4.**

16 The President of the Union will be provided release time off without loss of pay to a collective maximum  
17 of five (5) days per year. The purpose of the leave is to conduct Association business. The Association  
18 agrees to pay all associated costs of a substitute for each day of granted release time.  
19

20 **Section 6.5.**

21 The Union will designate a Conference Committee of three (3) members of the bargaining unit who will  
22 meet with the Company representatives on a mutually agreeable basis to discuss matters of mutual  
23 concern.  
24  
25  
26

27 **ARTICLE VII**

28 **HOURS OF WORK AND WORKING CONDITIONS**  
29  
30

31 **Section 7.1.**

32 A regular workweek for all hourly employees shall consist of not more than eight (8) consecutive hours  
33 in one (1) day. Overtime pay at the rate of one and one-half times (1½) the regular rate of pay, will be  
34 paid for all hours over forty (40) in one (1) week.  
35

36 **Section 7.2. Inclement Weather / School Closures.**

37 If an employee reports for work as scheduled and has not been told not to report and is sent home due to  
38 inclement weather or closing of the school in the event of an emergency, the employee may choose to use  
39 a floating holiday or will be paid for all hours worked but not less than three (3) hours, whether or not  
40 work is available.  
41

42 **Section 7.3.**

43 The Employer shall establish work shifts with designated time of beginning and ending. Each shift shall  
44 include adequate time to perform assigned duties. Shifts of seven (7) hours or longer will include paid  
45 rest periods of ten (10) minutes for each one-half (½) workday. Shifts in excess of five (5) hours per day  
46 shall include a non-paid uninterrupted meal period of not less than thirty (30) minutes, to be as near to the  
47 middle of the shift as possible. Paid rest period shall be taken as near to the middle of each one-half (½)  
48 workday as possible.  
49



**Section 7.3.1. Work Schedule.**

Leads shall make schedules showing lunch periods, rest periods, and will post after obtaining management approval.

**Section 7.3.2. Shift Assignment.**

Each employee shall be assigned to a regular shift during the workweek, at the beginning of each work year, which shall not change without prior notice to the employee of one (1) calendar week. If an employee has a major conflict (like child or elder care) the supervisor will work with the employee on this matter. The supervisor may change an employee's shift and/or workweek, without the one (1) week notice, with prior approval of the employee or as a result of a bona fide emergency. All hours worked are to be accurately recorded and documented using the company timekeeping system.

**Section 7.3.3. New Academic Year Mandatory In-Service.**

All employees are required to attend a mandatory four (4) hours or more in-service before each academic year. All hours in mandatory in-service shall be paid at the employee's regular rate of pay. All mandatory training during the academic year shall be placed on the calendar and given to employees to assist in employee planning and attendance.

**Section 7.4.**

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 7.5.**

The Employer shall provide a safe and healthy workplace in compliance with the law and standards relating to the occupational safety and health of its employees. It is the employee's responsibility to follow all established procedures and standards. Employer will notify and train the employees in this area in accordance with OSHA and WSHA standards. Safety training shall be provided to each new employee as they are hired.

**ARTICLE VIII**

**LEAVES OF ABSENCE**

**Section 8.1. Bereavement Leave.**

In the case of the death during the school year of a parent or legal guardian, brother, sister, husband, wife, domestic partner, child or step child, mother-in-law or father-in-law, aunt or uncle, grandparent or grandchild or a relative who is a member of the immediate household of the employee, members of the bargaining unit who have completed probation will be excused without loss of pay from day of the death to the day after the service, inclusive, provided the absence does not exceed three (3) working days except where travel distances exceed five hundred (500) miles from place of employment, in which case the employee shall be granted up to two (2) additional days off, with pay, for travel or to attend to other service/estate related matters. Employer may request reasonable verification.

**Section 8.2. Jury Duty Leave.**

When a member of the bargaining unit is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay





1 and the regular straight time hourly rate for the regularly scheduled hours of work for up to ten (10) work  
2 days in any calendar year. Employees will be granted excused absence as required by law for the purpose  
3 of fulfilling required legal appearances as a witness in a legal proceeding. Employees are required to  
4 provide reasonable advance notice of any need for such absences and are expected to return to work each  
5 day or portion of the day that they are not selected for jury duty or called as a witness.

6  
7 Employees serving on jury duty must follow all call out procedures and remain in regular communication  
8 with their Manager about their anticipated return to work. Failure to follow call out procedures and remain  
9 in regular communication with their Manager about their anticipated return to work could result in  
10 disciplinary action, up to and including termination. Employees may elect to use any accrued personal or  
11 sick days to provide witness testimony for non-work related matters. In order to be eligible for benefits  
12 under this Article, the Company requires that the employee provide his/her manager with documentation  
13 establishing his/her required jury service or witness testimony. No employee will be retaliated against for  
14 fulfilling his or her obligations of jury duty or witness testimony.

### 15 **Section 8.3. Unpaid Leave of Absence.**

16  
17 Upon written notice to the Employer, an employee with at least six (6) months of service may apply for  
18 an unpaid leave of absence of up to thirty (30) calendar days. An employee must submit a written  
19 request, which specifies the reason and requested length of time, at least thirty (30) calendar days in  
20 advance, however, the Employer will consider exceptions for unforeseen circumstances. All leaves must  
21 be approved by the Employer in a timely manner.

#### 22 **Section 8.3.1. Unpaid Leave of Absence Extension Requests.**

23  
24 Upon written notice to the employer, an employee may request an additional thirty (30) days of  
25 leave up to a maximum of ninety (90) calendar days. The employee shall give a minimum of  
26 fifteen (15) calendar day notice of such request. The application for a leave extension shall  
27 specify the reason and the requested length of time for leave. The leave may be extended by  
28 mutual agreement of the parties in writing in advance of the conclusion of the original leave. All  
29 leaves must be approved by the Employer in a timely manner.

### 30 **Section 8.4. Return from Approved Leave.**

31  
32 Employees returning from approved leave of absence of ninety (90) calendar days or less under Section  
33 8.3 will be placed in their previous position, if the job is still on the schedule. If not, they will be placed  
34 in an acceptable or comparable position.

### 35 **Section 8.5. Medical Absence Verification.**

36  
37 For employees taking a leave of absence for medical reasons, refer to Article 9 for verification  
38 requirements. An employee who is absent more than three (3) consecutive workdays (including maternity  
39 leave), upon showing of reasonable cause, an employee may be required to provide documentation of an  
40 illness or injury from a medical professional. (RCW 49.46.210) A medical release may be required prior  
41 to the employee returning to work. Employees may be requested to submit to a medical examination at  
42 Employer expense and upon reasonable notice. At the option of the employee the examination may be  
43 made by a physician of his/her own choosing. In this event, the employee shall bear the expense of the  
44 examination by the physician of his/her own choosing. The results must be made available to a physician  
45 of the Employer's choosing for evaluation.

### 46 **Section 8.6. Military Leave.**

47  
48 An employee who enters the armed forces of the United States, or is called to active duty or military  
49 training, will be granted an unpaid leave of absence according to current state and federal laws.

1  
2 **Section 8.7. FMLA.**

3 The Employer agrees to implement the Family and Medical Leave Act (FMLA) for eligible employees.  
4 Leave provided under FMLA shall be coordinated with any other approved leave of absence. It is the  
5 employee's responsibility to contact corporate Leave of Absence (LOA) to begin the FMLA process.  
6

7 **Section 8.8. WA PFMLA.**

8 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington  
9 State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have  
10 worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall  
11 be used consecutively with the employee's other leave entitlements unless the employee elects otherwise,  
12 or unless the law prohibits otherwise. The Employer shall maintain health insurance benefits during  
13 periods of approved PFML. The Employer shall use the state insurance as the carrier for PFML to ensure  
14 ongoing compliance with the law.  
15

16 **Section 8.9. Long-Term Services and Support Trust Act.**

17 Effective January 1, 2022, the Employer shall collect from the employee the legally required contributions  
18 required for the Long-Term Services and Support (LTSS) Trust and forward this amount to the State of  
19 Washington.  
20

21  
22 **ARTICLE IX**

23  
24 **SICK LEAVE**  
25

26 **Section 9.1. Sick Leave.**

27 Sick days will be granted at the beginning of each school year (September 1). Employees will accrue at one  
28 half (½) day per month not to exceed five (5) days, or at the rate of one (1) hour for every forty (40) hours  
29 on all hours worked (to include summer work), whichever is greater. Up to forty (40) hours of accrued,  
30 unused Paid Sick and Safe Time (PSST) will carry over from plan-year to plan-year.  
31

32 **Substitute Employees:** Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours  
33 they work in accordance with WA Initiative 1433. Substitute employees may use sick leave if they are already  
34 scheduled to work.  
35

36 **Section 9.1.1. Unused Sick Leave.**

37 Unused sick time over forty (40) hours will be paid to employees on the final paycheck of each  
38 school year. Employees who leave employment prior to the end of the school year, who utilized  
39 unearned sick leave, will have it subtracted from their final paycheck.  
40

41 **Section 9.1.2. Sick Leave Documentation for Return to Work.**

42 An employee who is absent more than three (3) consecutive workdays (including maternity leave),  
43 upon showing of reasonable cause, an employee may be required to provide documentation of an  
44 illness or injury from a medical professional (RCW 49.46.210) a medical release may be required  
45 prior to the employee returning to work. Employees may be requested to submit to a medical  
46 examination at Employer expense and upon reasonable notice. At the option of the employee the  
47 examination may be made by a physician of his/her own choosing. In this event, the employee shall  
48 bear the expense of the examination by the physician of his/her own choosing. The results must be  
49 made available to a physician of the Employer's choosing for evaluation.

1  
2 **Section 9.1.3. Sick Leave for Probationary Employees.**

3 New employees will accrue sick leave per Section 9.1 and have access to the full benefit  
4 following the employee's successful completion of the probationary period described in Section  
5 12.5. Before completion of the probationary period, such employees will be advanced two (2)  
6 days of the five (5) sick leave days and shall receive the remainder of their sick leave allocation  
7 upon completion of the probationary period.  
8

9 **Section 9.2. Sick Leave Usage.**

10 Employees may use sick days for personal illness or to care for an ill family member in accordance with  
11 Washington State law. Employees may use sick time in no less than one (1) minute increments. Sick  
12 leave is a form of income protection for legitimate illness of the employee. Abuse of the sick leave  
13 benefit will result in disciplinary action.  
14  
15  
16

17 **ARTICLE X**

18 **HOLIDAYS**  
19  
20

21 **Section 10.1. Floating Holidays**

22 On each September 1, all members of the bargaining unit shall be entitled to fourteen (14) paid floating  
23 holidays. Holidays shall be used only on non-serving days. Employees who are not offered hours during  
24 shortened school days will have the option of using floating holidays. Floating holidays shall not be  
25 carried over to the following school year. Employees shall notify Director of Dining Services of floating  
26 holiday use as soon as practicable, but at least one (1) day in advance.  
27

28 **Section 10.2.**

29 Employees shall be eligible for holiday pay upon completion of their probationary period. Floating  
30 holidays shall be paid at individual employee's scheduled daily hours for the pay period in which the  
31 holiday is taken.  
32

33 **Section 10.3. Faith and Conscience Observations.**

34 With advanced notification of Section 10.1 (at least one (1) day in advance), if an employee prefers to  
35 take up to two (2) days of unpaid leave on specific days for reasons of faith or conscience, or an organized  
36 activity conducted under the auspices of a religious denomination, church, or religious organization, the  
37 employer must grant permission, unless the employees' absence would impose an undue hardship on the  
38 employer (RCW 43.41.109) or the employee is necessary to maintain public safety. These days do not need  
39 to be non-serving days.  
40  
41  
42

43 **ARTICLE XI**

44 **INSURANCE AND RETIREMENT BENEFITS**  
45  
46

47 **Section 11.1.**

48 All regular full-time employees, defined as those who work twenty-eight (28) hours per week or more,  
49 shall be eligible to participate in the Employer's health, dental, vision and life insurance programs

described below effective the first of the month following sixty (60) days of employment after a thirty (30) day orientation. Continued eligibility will require an employee to average twenty-eight (28) paid hours per week during all weeks paid beginning with the first full pay period of October prior to each new plan year.

**Section 11.2.**

Eligible employees will be subsidized at the following rates:

Vision Programs	Basic	100% Employee Paid
	Comprehensive Plan	100% Employee Paid
Dental Insurance	Comprehensive Plan	60% Company 40% Employee Paid
	Basic	80% Company 20% Employee Paid
Medical Insurance	Gold Plan - Carrier	60% Company 40% Employee Paid
	Silver Plan - Carrier	80% Company 20% Employee Paid
	Bronze - Plan Carrier	80% Company 20% Employee Paid

**Section 11.3.**

Eligible employees will be entitled to participate in the Compass 401(K) Retirement and Savings plan according to plan design.

**ARTICLE XII**

**SENIORITY**

**Section 12.1.**

Except as set forth in a separate provision, seniority shall be defined as length of continuous service in the Snohomish School District from employee's most recent hire date.

**Section 12.2.**

Seniority shall govern with respect to layoff and recall subject to the Employer's establishment of designated work schedules. Qualified employees with the greatest seniority shall have preferential rights regarding shift selection, promotions, assignment to new or open jobs, and layoffs. The employee who was bypassed has the right to request written feedback describing the reasons for an employee that was not selected for a vacant position.

Qualified employees with the greatest seniority shall have preferential rights regarding overtime provided all qualified employees in the kitchen for which overtime is needed have worked forty (40) hours in that workweek.

**Section 12.3. Seniority Tie Breaker.**

In the event that two (2) or more employees are hired on the same day, seniority will be decided by the birth date, the nearest birth date to the beginning of the year (month/day) will determine who has the highest seniority.

**Section 12.4.**

Seniority shall be deemed broken for the following reasons:

- A voluntary quit;
- A discharge for cause;
- Failure to return to work in accordance with the terms of an approved leave of absence;
- A layoff for a period of twelve (12) months;

Failure to return to work within five (5) days of notice sent to the last address on file by registered mail, except during summer vacation and Christmas break where the time parameter shall be fifteen (15) days.

Absence for two (2) or more consecutive work days without notifying the Employer; or Illness/injury absence equal to the employee's length of service when the leave began or six (6) months, whichever is less.

**Section 12.5.**

The first sixty (60) actual days of work for all new employees shall be considered a probationary period for purposes of this Agreement. During this probationary period, the Employer may discharge such employee at its discretion. Upon completion of the probationary period, the employee will be subject in all rights and duties contained in this Agreement retroactive to the hire date.

**Section 12.6. Postings.**

The Employer will post the availability of new or open positions for a period of five (5) working days at each school, with a copy to the Union after the Employer determines to staff the position. The posting shall include the rate of pay for the position, position description, and the hours of work in accordance with ESSB 5761. However, nothing on the posting shall be construed as a contractual guarantee of scheduled hours.

It is agreed that management may, between the time of vacancy and the proper permanent appointment, temporarily fill the position with the most senior qualified eligible employee provided the position is posted externally until filled by a regular hired employee. Such temporary employee will, however, be paid the appropriate wage of the higher classification.

A link will be provided to all employees who are on summer layoff to view all postings that become available during the summer layoff.

**Section 12.6.1.**

Upon award of a new position to an employee, such employee shall be subject to twenty five (25) days of work as a trial period. During this period, the Employer or employee may determine the position is unsuitable and in such instance the employee shall have return rights to the previous shift and position held prior to the award.

1           **Section 12.6.2. Filling of Positions.**

2           Position openings will be filled by the employer based on the seniority, ability, qualifications, skills,  
3           experience, and other relevant factors of the applicants for the position. If the employer deems  
4           necessary to grant a rate of pay greater than the negotiated starting rate for any new employee, the  
5           Chapter President or PSE designee shall be notified.  
6

7           **Section 12.7.**

8           In the event of a reduction in force, the least senior person in the affected job category shall be the first  
9           person to be laid off. The displaced employee may bump the least senior employee in the bargaining unit  
10          in an equal or lower rated classification provided they have the seniority and are presently qualified to  
11          perform the work. The displaced employee without seniority to bump shall be laid off.  
12

13          **Section 12.8. Recall.**

14          In the event of a layoff, employees so affected are to be placed on a reemployment list to be maintained by  
15          the Company in consultation with the Union according to layoff ranking. Employees on layoff status shall  
16          be recalled to their former position in seniority order (as defined in Section 12.1 and 12.2) as business  
17          needs dictate. All employees placed on a reemployment list shall have the option of being on the substitute  
18          list for available temporary work. Names shall remain on the reemployment list for twelve (12) months.  
19

20          **Section 12.9. Notice of Recall.**

21          Notice of recall shall be sent by mail to the employee's last known address on file with the Company or  
22          by personal email or work email if the employee has one. It is the employee's responsibility to maintain  
23          up-to-date address information on file with the Company.  
24

25               **Section 12.9.1. Forfeit Recall Rights.**

26               For Summer Recall an employee shall forfeit their right to reemployment if the employee does not  
27               comply with the requirements in Section 12.9 or if the employee does not respond to the offer of  
28               reemployment the date stated on the offer or within fourteen (14) calendar days of the date of  
29               issuance, whichever is the greatest. In the event of another recall the Employer and the Union will  
30               establish an MOU.  
31

32          **Section 12.10.**

33          Notwithstanding the above, at the beginning of each school year, employees shall be assigned to the  
34          location held at the end of the previous school year provided that a position at the location continues to  
35          exist, employee is presently qualified, and the employee has not successfully bid into a new location.  
36

37          **Section 12.11.**

38          If a reduction in an employee's regularly assigned hours of work results in reduced paid time of two and  
39          a half (2½) hours or more per week, or if the reduction results in a change in the employees eligibility for  
40          benefits package, such affected employee shall be given the opportunity to bump to a lateral or lesser  
41          paid position that the senior employee is qualified to perform. The Employer shall have the authority to  
42          direct a bump between positions that are similar in wages, hours, and working conditions after consulting  
43          with the Union.  
44

45          **Section 12.12.**

46          At the start of each school year, the Employer shall post the full unit seniority list in each facility and  
47          provide the list to the Union. The posting shall remain posted through September 30. Any challenges to  
48          the seniority dates on the list must be made by September 30.  
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## ARTICLE XIII

### DISCIPLINE AND DISCHARGE / JUST CAUSE

#### **Section 13.1.**

No non-probationary employee shall be discharged, suspended, or otherwise disciplined without just cause.

#### **Section 13.2.**

An employee shall be permitted to have a shop steward or union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is an event covered in Section 13.4 below. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a Section 13.4 situation, the discipline shall be delayed until the employee's next shift.

#### **Section 13.3.**

Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months - three hundred sixty five (365) days prior to the date of a new disciplinary or corrective counseling action. Such documents more than twelve (12) months old may only be used as evidence that an employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior. Copies of all formal written discipline shall be provided to the Union.

#### **Section 13.4.**

At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee shall be suspended pending investigation and with the intention to terminate. The Union's Field Representative or designee shall be given notice of such suspension within five (5) work days. The final disposition of the matter shall be made within seven (7) work days (Saturday and Sunday excluded) and notice of disposition shall be sent to the Union. Notices shall be sent by registered mail, dated fax, e-mail, FedEx or UPS delivery service.

#### **Section 13.5.**

For discipline situations that are appropriate for progressive discipline such as attendance problems or minor job performance problems, the progressive steps shall be:

- First Written Warning
- Second Written Warning
- Final Written Warning and Suspension
- Suspension pending investigation and decision to terminate

All discipline will be given within seven (7) working days of the event which triggered the discipline or within seven (7) working days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline. The Company may request additional time in order to continue its investigation from the Union. The Union will not arbitrarily deny such request.



1 **Section 13.6.**

2 Attendance issues shall be considered on a separate disciplinary track from other issues.

3  
4  
5  
6 **ARTICLE XIV**

7  
8 **GRIEVANCE PROCEDURE**

9  
10 **Section 14.1.**

11 The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of  
12 this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or  
13 the Union on behalf of an individual or group of individuals covered by this Agreement. The claims  
14 covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by  
15 the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of  
16 employment. The parties agree that grievances must be processed and resolved as rapidly as possible.  
17 The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions  
18 shall be in writing. The number of days indicated at each step of the grievance procedure shall be  
19 considered maximum and every effort should be made to expedite the process. "Days" for the purpose of  
20 this section shall be when the District Food Service Office is open for business, except that the office  
21 shall be considered closed during winter/Christmas break and spring break as observed by the Snohomish  
22 School District. Grievances involving suspensions or terminations will proceed in accordance with Step  
23 Two.

24  
25 **Section 14.2.**

26 **Step 1:** Employees shall first discuss the grievance with the Chartwells Food Service Director within  
27 fifteen (15) business days of its occurrence or when the grievant would have reasonably known of the  
28 violation. The employee may choose a Union representative or bargaining unit employee to accompany  
29 them. If the grievance is not resolved to the employee's satisfaction, the grievance may be advanced to  
30 Step 2.

31  
32 **Step 2:** If the grievance is not resolved after Step 1, then within fifteen (15) business days of the answer,  
33 the grievance shall be reduced to writing and provided to the District General Manager. Grievances for  
34 wage of benefits shall be limited, in time, to a maximum of thirty (30) days prior to the filing of the  
35 grievance. The written grievance should list the specific provision(s) of this Agreement alleged to have  
36 been violated and remedy sought. Within five (5) days of the grievance being filed in writing, a meeting  
37 shall occur between the District General Manager, the Union Officer and the grievant in an effort to  
38 resolve the grievance. The District General Manager shall provide a written response within fifteen (15)  
39 business days of the meeting.

40  
41 **Step 3:** If the grievance is not settled at Step 2, the Union may appeal within fifteen (15) business days  
42 from the date of the District General Manager's response, and the Union Representative together with the  
43 Regional Vice President and/or the Labor Relations Manager shall have fifteen (15) business days to  
44 settle the dispute unless the grievance is withdrawn.

45  
46 **Section 14.3. Arbitration.**

47 A dispute which is unresolved in the grievance process may be referred by either party to arbitration  
48 within five (5) days of failure to resolve the dispute in Step 3. An arbitrator will be selected from a list of  
49

1 arbitrators submitted by the Federal Mediation and Conciliation Service. Should no agreement be reached  
2 on an arbitrator from the list, the respective parties shall take turns striking a name off the list until only  
3 one (1) name remains.

4  
5 The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound  
6 and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation  
7 of the terms set forth in the Agreement. Costs of the arbitrator shall be shared equally by the parties. Any  
8 other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the  
9 party incurring same.

## 12 **ARTICLE XV**

### 14 **COMPENSATION**

#### 16 **Section 15.1.**

17 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
18 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
19 worked, and rates paid with each paycheck. Employees shall receive a detailed updated analysis of leave  
20 utilization and accumulation monthly separate from the paystub. Each employee shall be paid once every  
21 two (2) weeks through direct deposit or payroll check.

##### 23 **Section 15.1.1.**

24 At the yearly opening meeting, the employer shall provide a detailed explanation of how to read the  
25 paycheck stub/information.

#### 27 **Section 15.2.**

28 Salaries for employees subject to this Agreement, are contained in Schedule A attached hereto and by this  
29 reference incorporated herein.

##### 31 **Section 15.2.1. General Wage Increases.**

32 All current employees who are above the scale in the wage chart (Schedule A) will receive the  
33 negotiated increased amount to the scale each year.

##### 35 **Section 15.2.1. Longevity Benefits.**

36 September 1 of any given year, longevity shall be implemented to honor the employees that have  
37 been loyal and continue their career with the team.

- 39 ○ All employees active on the payroll who reached five (5) years of seniority shall receive a  
40 one percent (1%) increase.
- 41 ○ All employees active on the payroll who reached ten (10) years of seniority shall receive a  
42 two percent (2%) increase.
- 43 ○ All employees active on the payroll who reached twenty (20) years of seniority shall receive  
44 a three percent (3%) increase.
- 45 ○ All employees active on the payroll who reached thirty (30) years of seniority shall receive a  
46 four percent (4%) increase.

47  
48 Above increases shall remain on individual employee's pay rate through the life of their  
49 employment, however, shall not be an annual increase.

**Section 15.2.2. State Minimum Wage Changes.**

If the Washington State minimum wage increases by more than the FSW1 (Substitute) wage, all Position's wages will be increased by the difference of the FSW1 (Substitute) wage and the minimum wage on January 1 of the current year. Parties will reflect this change in an LOA. Any amount of increase to the base wage scale shall be applied to all current employees' current wage rates.

**Section 15.3.**

Employees shall be reimbursed for approved business mileage at the published IRS rate for travel between worksites via private vehicle or while on Company business.

**Section 15.4. Higher Classification and Special Functions.**

Employees successfully transferring into a higher paid classification shall suffer no loss of pay. Employees will be paid for all scheduled and assigned work at no less than the appropriate normal classification rate of pay.

The special function pay rate for all workers will be at their regular rate of pay plus fifty cents (\$0.50). Employees performing special function work outside of their regular normal workday and for the sole purpose of the special event shall receive the special function rates.

**Section 15.5.**

Employees assigned to perform work in a higher paid classification for four (4) hours or more during any one (1) shift shall be paid the higher classification minimum rate for all hours worked during that shift.

**Section 15.6.**

In the event that there is a health crisis (Pandemic), which requires the District or multiple school buildings to close but continues child nutrition services, the Employer and Union will meet and confer on possible compensation options.

**ARTICLE XVI**

**TERM AND SEPERABILITY**

**Section 16.1.**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**Section 16.2.**

The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

**Section 16.3.**

This Agreement shall be in full force and effect from September 1, 2024 and shall be in effect up to and including August 31, 2027.

1 **Section 16.4.**

2 If the Agreement terminates in accordance with Section 16.3 of this Article before the parties reach  
3 agreement on the terms of a successor collective bargaining agreement, there shall be a "Cooling-Off  
4 Period" during which neither party may engage in strikes, lockout, picketing, unilateral changes in the  
5 Agreement, or other economic weapons. This Agreement shall be extended for the duration of the  
6 Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every  
7 reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-  
8 Off Period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the  
9 parties. Economic improvements contained in a successor agreement that become effective upon the  
10 effective date of the successor agreement shall be retroactive to August 31, 2027, so that the employees  
11 do not suffer economic loss due to the cooling-off period, unless the parties otherwise mutually agree.  
12  
13  
14

15 **ARTICLE XVII**

16  
17 **NO STRIKE OUT - NO LOCK OUT**  
18

19 **Section 17.1.**

20 The Union and its members employed by the Employer, individually or collectively, will not, during the  
21 life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption,  
22 work interference, slowdown, sabotage of Employer production or processes, sympathy strike, picketing  
23 or boycott against the Employer. The Employer will not engage in a lockout during the term of this  
24 Agreement.  
25

26 **Section 17.2.**

27 Employees who engage in any activity in violation of this Article shall subject themselves to discipline  
28 up to and including termination.  
29

30 **Section 17.3.**

31 The Union agrees that if employees covered by this Agreement are in violation of this provision, they  
32 shall order the employees to cease and desist and return to work immediately and take steps to ensure  
33 compliance with that request.  
34  
35  
36

37 **ARTICLE XVIII**

38  
39 **UNIFORMS**  
40

41 **Section 18.1. Company Provided Uniforms.**

42 Prior to September 1 of each school year, the Employer will provide at no cost to each employee, a  
43 minimum of two (2) polo shirts or t-shirts, or chef coats and two (2) aprons, and a District provided name  
44 badge. Once an employee has completed probation, they will be provided an additional one (1) polo shirts  
45 or t-shirts. Once an employee has been given a total of four (4) aprons, they will only receive additional  
46 aprons upon request.  
47  
48  
49

**Section 18.1.1. Non-Slip Shoe Allowance.**

Employer will also provide a ninety-five dollar (\$95) annual shoe allowance which may be applied through Employer's account with Shoes for Crews or employees may make their own purchase and must submit a receipt for reimbursement within thirty (30) calendar days of the purchase.

**Section 18.2.**

The Employer will provide to each kitchen sufficient food preparation aprons and all safety equipment to perform the job duties, including cut gloves and heat protection mitten, and the same shall be at no cost to the employees.

**Section 18.3. Spirit Days Attire.**

Employees will be allowed to wear clothing that shows their spirit (school shirts, organized team shirts, holiday) at least one (1) day per week to further a positive relationship with the students and staff of the District.

**ARTICLE XIX**

**SUCCESSORS AND ASSIGNS**

The Employer will promptly notify the Union of the Employers departure from Snohomish School District Food Service.

**ARTICLE XX**

**SPECIAL FUNCTIONS**

**Section 20.1.**

The Employer shall establish a pool of employees at each production kitchen and district wide for special assignments. A special function is defined as: any function separate and apart from normal food service in terms of assignment of work (e.g. catering). Postings and signup sheets will be published. For functions involving only an individual school ("building based functions"), the Employer will select employee for special function work based on the most senior qualified employee on the production kitchen list at the building in which the function is being held. For functions involving more than one (1) school ("district based functions"), the Employer will select employee for special function work based on the most senior qualified employee not on overtime on the district wide list.

**Section 20.2.**

Those employees will be offered assignments to work special functions, based first on seniority, in the classification. If no pool employee chooses to work, employees will then be assigned in reverse seniority order.

**ARTICLE XXI**

**SUBSTITUTES**

**Section 21.1.**

The Employer recognizes substitute employees as part of the bargaining unit as recognized by the National Labor Relations Board. The Union and Employer agree that this is the only Article that applies



to substitute employees. Exceptions are the following sections: Article 5, 7, and 9 in accordance with Washington State and Federal law as applicable, along with Sections 8.6, 15.1, 15.3, 18.1, 18.2, 22.1 and 22.3.

**Section 21.2.**

Substitute employees will remain on a separate seniority list. Employees shall be listed in order based on number of days worked.

**Section 21.3.**

Employer will call in qualified substitutes to work by seniority, taking into account their location, hour, and day limitations listed on a form provided by the Employer.

**Section 21.4.**

New and open positions will be sent to substitutes for five (5) days. Qualified substitutes will be given priority for open positions over new applicants. Should a substitute employee be awarded a new position, Section 12.6 of this Agreement applies.

**Section 21.5.**

Substitutes will be entitled to applicable base wages for the classification assigned.

**Section 21.6.**

Substitutes who are called into work and who choose not work will be given progressive discipline beginning with a written warning on the fourth refusal in any school year. A substitute who chooses not to work a fifth (5<sup>th</sup>) time will be placed at the bottom of seniority list for future Employer requests to work (bona fide reasons for failure to work upon request: e.g. doctor's appointment, funeral, etc. will not count against the five (5) declinations to work). A copy of the warnings(s) will be sent to the Union. Substitutes that work more than sixty (60) days with the employer may receive half (½) credit toward probation when hired as a regular employee.

## ARTICLE XXII

### SAFETY

**Section 22.1.**

The Employer shall provide a safe and healthy workplace in compliance with law and standards relating to the occupational safety and health of its employees. It is the employee's responsibility to follow all established procedures and standards. The Employer will notify and train employees in accordance with current legal standards.

**Section 22.2.**

The Employer shall establish an annual schedule of safety meetings during the school year. The Employer will schedule at least quarterly pre or post-shift meetings. Each employee shall receive pay for meetings and time spent for travel. These meetings are for the purpose of discussing safety issues only.

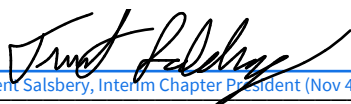
**Section 22.3.**

Employees are expected to report any safety issues to their immediate supervisor and to the Food Service Director.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

SNOHOMISH KITCHENS UNITED, #821

BY:   
Trent Salsbery, Interim Chapter President (Nov 4, 2024 14:59 PST)  
Trent Salsbery,  
Interim Chapter President

DATE: 11/04/24

SNOHOMISH SCHOOL DISTRICT, #1126

CHARTWELLS COMPASS

BY:   
John Maupin, Chartwells Compass Area Director (Nov 7, 2024 16:59 PST)  
John Maupin,  
Chartwells Compass Regional Director

DATE: Nov 07, 2024



**SNOHOMISH SCHOOL DISTRICT / CHARTWELLS**  
**PSE SNOHOMISH SKU CHAPTER #821**  
**SCHEDULE A**  
**September 1, 2024 to August 31, 2027**

		+0.75	Retro 9/1/24 -25 SY	9/1/2024		9/1/2025		9/1/2026
<b>Position</b>	<b>9/1/2023</b>	<b>9/1/2024</b>	<b>2.5%</b>	<b>24-25 SY</b>	<b>10.0%</b>	<b>25-26 SY</b>	<b>2.5%</b>	<b>26-27 SY</b>
<b>FSW1</b>	\$16.34	\$17.09	\$0.43	\$17.52	\$1.75	\$19.27	\$0.48	\$19.75
<b>FSW2</b>	\$16.84	\$17.59	\$0.44	\$18.03	\$1.80	\$19.83	\$0.50	\$20.33
<b>DRIVER</b>	\$18.99	\$19.74	\$0.49	\$20.23	\$2.02	\$22.25	\$0.56	\$22.81
<b>KL1</b>	\$18.99	\$19.74	\$0.49	\$20.23	\$2.02	\$22.25	\$0.56	\$22.81
<b>KL2</b>	\$20.14	\$20.89	\$0.52	\$21.41	\$2.14	\$23.55	\$0.59	\$24.14
<b>KL3</b>	\$22.19	\$22.94	\$0.57	\$23.51	\$2.35	\$25.86	\$0.65	\$26.51
<b>KL 3-GP*</b>	\$23.30	\$24.09	\$0.60	\$24.69	\$2.47	\$27.16	\$0.68	\$27.84

**Notes:**

1. Food Service Worker 1: is basic entry level work
2. Food Service Worker 2: does cashiering and could be responsible for a single line
3. Kitchen Lead 1: is a backup lead (in kitchens of four (4) or more)
4. Kitchen Lead 2: is a lead at a school of four (4) total employees (including the lead) or less
5. Kitchen Lead 3: is a lead at a school of five (5) or more employees (including the lead)
6. Kitchen Lead at Glacier Peak: shall receive a five percent (5%) stipend for special duties

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 SNOHOMISH KITCHENS UNITED (SKU) CHAPTER #1126 AND CHARTWELLS K-12, (A DIVISION OF COMPASS GROUP-NAD) AT SNOHOMISH SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties identified in the 2024-2027 Collective Bargaining Agreement Section 8.3 and 8.3.1 the intent of the parties was not clearly adjusted which and created the necessity to amend the sections to the following:

### **Section 8.3. Unpaid Leave of Absence.**

Upon written notice to the Employer, an employee with at least six (6) months of service may apply for an unpaid leave of absence of up to thirty (30) calendar days. An employee must submit a written request, which specifies the reason and requested length of time, at least thirty (30) calendar days in advance, however, the Employer will consider exceptions for unforeseen circumstances. All leaves must be responded to by the Employer in a timely manner.


### **Section 8.3.1. Unpaid Leave of Absence Extension Requests.**

Upon written notice to the employer, an employee may request an additional thirty (30) days of leave up to a maximum of ninety (90) calendar days. The employee shall give a minimum of fifteen (15) calendar day notice of such request. The application for a leave extension shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. All leaves must be responded to by the Employer in a timely manner.

This Memorandum of Understanding shall become effective September 1, 2024, and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948  
SNOHOMISH KITCHENS UNITED, #1126

SNOHOMISH SCHOOL DISTRICT  
CHARTWELLS COMPASS

BY:   
Trent Salsbery,  
Interim Chapter President

BY:   
John Maupin,  
Chartwells Compass Regional Director

DATE: 11/04/24

DATE: Nov 07, 2024

