

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**FEDERAL WAY PUBLIC SCHOOL
DISTRICT NO. 210**

AND

**PUBLIC SCHOOL EMPLOYEES OF
FEDERAL WAY PUBLIC SCHOOLS**

**EARLY CHILDHOOD EDUCATION
AND ASSISTANCE PROGRAM (ECEAP)**

SEPTEMBER 1, 2009 - AUGUST 31, 2012

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DECLARATION OF PRINCIPLES

1. The efficient administration of the system of public instruction and well being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
2. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
3. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of the employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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P R E A M B L E

This Agreement is made and entered into between the Federal Way Public Schools, District Number 210 (hereinafter referred to as the "District") and Public School Employees of Federal Way, Early Childhood Education and Assistance Program (ECEAP), an affiliate of Public School Employees of Washington (hereinafter referred to as the "Association").

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board of Education or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. Position Descriptions. Within sixty (60) working days following the execution of this Agreement, the District shall provide each employee with his/her current position description, and shall provide the Association with descriptions for all positions subject to this Agreement. Substantial modifications to existing positions or the creation of new positions shall be accomplished only after consultation with the Association unless directed by Puget Sound ESD. In the event that the Association so requests, the District shall meet with the Association to negotiate wages, hours and working conditions only to the extent that such directly relate to modified or newly created positions.

Section 1.4. Bargaining Unit. The bargaining unit to which this Agreement is applicable shall consist of: All classified full-time and regular part-time employees employed by Federal Way School District in Early Childhood Education and Assistance Program (ECEAP) as Assistant Teacher, Lead Teacher, Health Coordinator, and Family Support Specialists, excluding supervisors, confidential employees and all other employees.

Section 1.4.1. A temporary employee shall be defined as a person hired in a position which is posted with a fixed beginning and ending date, not to exceed ninety (90) working days from the date of employment, and in which there is no reasonable assurance of continued employment. During this period, the employee will be covered by all the terms and conditions of this Agreement.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the Board of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operations are to be conducted.

1 **Section 2.2.** The right to make reasonable rules and regulations shall be considered an acknowledged
2 function of the District. In making rules and regulations relating to personnel policies, procedures and
3 practices, and matters of working conditions, the District shall give due regard and consideration to the
4 rights of the Association and the employees and to the obligations imposed by this Agreement.
5

6 **Section 2.3.** The parties acknowledge that Federal Way Public Schools is the sole employer of Federal
7 Way ECEAP employees. Employees shall be in compliance with Federal Way Public Schools policies
8 when they conflict with Puget Sound ESD policies, until such time as a written directive is issued by
9 the Center Director.
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ARTICLE III

RIGHTS OF THE EMPLOYEES

17 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have the right to join and
18 assist the Association and to, freely and without fear of penalty or reprisal, be protected in the exercise
19 of this right. The freedom of such employees to assist the Association shall be recognized as extending
20 to participation in the management of the Association. Officials and members of the Association may
21 present the views of the Association to the Board of Education of the District or any other
22 governmental body, group, or individual. The District shall not encourage or discourage membership
23 in the Association.
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25 **Section 3.2.** Each employee shall have the right to bring matters of personal concern, related to hours
26 and working conditions, to the attention of appropriate Association representatives and/or appropriate
27 District administration officials.
28

29 **Section 3.3.** An employee may request a conference with his/her supervisor. The employee may
30 inspect his/her hours of work records in order to ensure that provisions of this Agreement are being
31 adhered to. An Association representative may be present at any such conference at the employee's
32 request.
33

34 **Section 3.4.** Neither the District nor the Association will illegally discriminate against any employee
35 covered by this Agreement.
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37 **Section 3.5.** When a student has a known, documented history of violent or threatening behavior, or
38 when a student has committed physical assault upon any staff or student, that student's teachers shall
39 receive notification within a reasonable amount of time.
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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The Association has the right and responsibility to represent the interests of all employees subject to this Agreement; to present orally or in writing its views to the District on matters contained in and/or subject to this Agreement; to inform the Association membership with respect to the formulation, development and implementation of industrial relations matters and practices which are within the authority of the District; and to enter into collective negotiations with the object of reaching a mutual agreement applicable to all employees within the unit.

Section 4.2. The Association is entitled to request and have an observer at grievance hearings and to make its views known when such hearings are conducted by any District official or body.

Section 4.3. The Association shall be provided copies of names, addresses, phone numbers, Union seniority dates, FTE, and assignment locations of all employees under the jurisdiction of this bargaining unit, on existing District format after such information is requested. The District shall provide employment information regarding newly hired members of the bargaining unit within ten (10) working days of the date of hire.

Section 4.4. The President of the Association and his/her designated representatives will be provided time off without pay and benefits not to exceed eighty (80) working hours per year to attend regional, State, or District meetings when the purpose of such meetings are in the best interests of the District as determined by the District administration.

Section 4.5. The District will distribute a copy of this Agreement to each employee in the bargaining unit. The Agreement will be printed by the Association. The District will provide each new employee, at the time of hire, a copy of this Agreement.

Section 4.6. The Association has the right to make suggestions about the school calendar when meeting pursuant to Section 6.1.

Section 4.7. If, at a site, site-based decision-making is established with members of this bargaining unit, and the scope of such includes decisions involving the wages, hours, and terms and conditions of employment of bargaining unit members, the Association will be consulted.

Section 4.8. Representatives of the Association, upon request to the District, will have access to the District premises during business hours, providing that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the operational necessities, as determined by the appropriate supervisor.

Section 4.9. The District shall provide a bulletin board space in each facility in which employees subject to this Agreement are assigned. The bulletins shall be signed by the Association representative responsible for the posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting of literature or pamphlets, political material, advertising, or notices of any kind by employees or the Association on District property, other than as herein provided.

1 **Section 4.9.1.** The responsibility for the prompt removal of notices from the bulletin boards after they
2 have served their purpose shall rest with the individual who posted such notices.

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4 **Section 4.9.2.** The School Board and/or District administrative staff shall not assume responsibility or
5 liability for any notices posted by the Association or its members.
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9 **ARTICLE V**

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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13 **Section 5.1.** It is agreed that the appropriate matters for consultation and negotiation between the
14 District and the Association shall be limited to grievance procedure, wages, hours, and working
15 conditions.
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17 **Section 5.2.** It is further recognized that this Agreement does not alter the responsibility of either party
18 to meet with the other party to advise, discuss, or consult regarding matters concerning working
19 conditions not covered by the Agreement. This should not be construed to amend Section 5.1 in any
20 way.
21

22 **Section 5.3.** It is agreed and understood that the District shall notify the Association of any proposed
23 changes to Board policies which affect the terms and conditions of this Agreement. Said notification
24 shall not be less than five (5) working days prior to taking action on such proposed changes.
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28 **ARTICLE VI**

29 **ASSOCIATION REPRESENTATION**

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32 **Section 6.1. Conference Committee.** There shall be two (2) meetings each year between the
33 Association and District's Center Director and his/her designee to discuss items of mutual interest. The
34 Association's Committee shall consist of four (4) members, to include the President or his/her
35 designee. Other meetings between the Association's Conference Committee and the District may be
36 called on an as-needed basis. These meetings shall not take place when students are in class.
37

38 **Section 6.2.** Association representatives, when leaving their work to attend meetings called pursuant
39 to Section 6.1 above, shall first obtain permission from their immediate supervisor. The supervisor's
40 permission in these instances will normally be granted. The said representatives will report to their
41 supervisors when they return to work.
42

43 **Section 6.3.** Duly authorized representatives of the Association shall suffer no loss of pay for
44 participating in grievance hearings, negotiation sessions, or Agreement management meetings held
45 during regular working hours, provided such hearings, sessions, or meetings have been scheduled
46 during regular working hours at the request of the Superintendent or his/her designee.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. The parties acknowledge that the nature of the ECEAP typical lends itself to a consistent daily workday and workweek.

Section 7.1.1. All employees shall maintain a current daily/weekly schedule when requested by the District.

Section 7.2. No employee shall be authorized to work in excess of their scheduled hours per week without the written permission of the Center Director or Center Coordinator, except in the absence of the Center Director, in an immediate emergency situation threatening the well-being of an ECEAP student.

Section 7.3. ECEAP Teachers and Assistants shall be expected to be present during all student attendance time. Lunch periods, breaks and preparation time to meet program needs will be coordinated between the employee and supervisor.

Section 7.4. The Health Advocate, and Family Support Specialists shall normally schedule their times in consultation with their supervisor to meet program needs.

Section 7.5. The Center Director retains the right to set schedules for employees for meetings and in unusual circumstances. If the District decides to alter an employee's normal work schedule, the employee shall receive seven (7) days written notification of his/her new schedule. An unpaid lunch period of not less than thirty (30) nor more than sixty (60) minutes shall be provided to all employees working more than five (5) hours on any day, except as provided in Section 7.5.1. A fifteen (15) minute break shall be provided for each four (4) hours or major portion thereof worked. Breaks will not be used to extend lunch periods, nor will it be used to report late or leave work early.

Section 7.5.1. On student attendance days, Lead Teachers and Assistant Teachers shall work a modified schedule. A standard teacher workday shall be adopted at each school site with a starting time not less than thirty minutes prior to student arrival time. Each teacher shall have a thirty (30) minute paid lunch period, eating their lunch with their assigned students. The morning break shall not be scheduled, but shall be taken intermittently as necessary. A fifteen minute scheduled afternoon break shall be provided after the students have departed. Employees shall be present for up to eight (8) consecutive paid hours.

Section 7.5.2. On student attendance days, the program coordinator may authorize or assign a Health Advocate or Family Service Worker to participate in the student lunch period. Employees so authorized shall not be required to have an unpaid lunch period on that date.

1 **Section 7.6.** When an employee works in an assignment that is classified under this Agreement at a
2 higher rate of pay and that is regularly filled by another person, then, for the first twenty (20) work
3 days in the new assignment, said employee shall be compensated at the first step of the higher rate of
4 pay, or the employee's regular rate of pay, whichever is greater. If the employee remains in this new
5 position for more than twenty (20) work days, he/she will be compensated at the Step on the higher
6 level that reflects the employee's experience and qualifications. Employees who have had previous
7 experience at the higher level with evaluations that were satisfactory or above shall not be subject to
8 this waiting period.

9
10 **Section 7.7.** In the event of an unusual circumstance such as inclement weather, failure of plant
11 operation, etc., which is beyond the control of the District and which would cause school closure, then
12 the District shall make every effort to notify all employees to refrain from coming to work. No
13 employee will be entitled to any compensation in the event the employee reports to work when the
14 District has released a publicly announced bulletin by 6:30 a.m., stating such a circumstance exists. If
15 the District fails to issue a bulletin in the event of school closure and an employee reports to work, then
16 the District will compensate said employee with a minimum of two (2) hours pay at the base rate. A
17 list of radio stations, to issue notification of school closure, will appear annually in the District Snow
18 Bulletin.

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20 **Section 7.8.** Employees will be notified in advance of meetings called by Directors. When they are
21 required to attend such meetings, employees will be paid for such meeting time that occurs beyond
22 their regular working hours at their regular rate.

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24 **Section 7.9.** An employee who is called back to work on other than his/her regular shift and or
25 workday shall be paid a minimum of two (2) hours, unless such time is directly contiguous to regular
26 paid time. Employees shall be expected to comply with Section 7.2.

27 28 29 30 **ARTICLE VIII**

31 32 **HOLIDAYS AND VACATIONS**

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34 **Section 8.1. Holidays.** Employees subject to this Agreement shall receive only the following paid
35 holidays which fall within their assigned work years:

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|----------------------------------|-------------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Day after Christmas |
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44 **Section 8.1.1. Unworked Holidays.** Employees will be paid for holidays that fall within their
45 assigned work year, provided they work the regular workday before and the regular workday after the
46 holiday, or the employee is on an authorized absence with pay. Eligible employees shall receive pay
47 equal to their normal work shift at their base hourly rate in effect at the time the holiday occurs.
48

1 **Section 8.1.2. Worked Holidays.** Employees who are required to work on the above described
2 holidays shall receive, in addition to the pay due them for the holiday, two (2) times their base rate for
3 all hours worked on such holidays.
4

5 **Section 8.2. Vacations.** All employees subject to this Agreement shall be credited with hours of
6 vacation credit, based on hours worked during the period September 1 to August 31. Such vacation
7 credit shall be earned, vested, and used as designated in this Article.
8

9 **Section 8.2.1.** All employees shall receive vacation as follows:
10

11 Less than six (6) years of service: One (1) hour for each twenty-one and a half (21.5) hours worked.

12 After six (6) years of service: One (1) hour for each seventeen and a quarter (17.25) hours worked.

13 After ten (10) years of service: One (1) hour for each fifteen and a quarter (15.25) hours worked.

14 After fifteen (15) years of service: One (1) hour for each fourteen (14) hours worked.

15 After twenty (20) years of service: One (1) hour for each twelve and a half (12.5) hours worked.
16

17 **Section 8.2.2.** All hours for which an employee is paid will be counted as hours worked in the
18 computation of credit, and hours worked at premium rates shall be counted as straight time hours in
19 such computation.
20

21 **Section 8.2.3.** Employees shall receive payment for accrued vacation credits with their June paycheck,
22 to the extent that such payment is possible, and the remainder, if any, with their July paycheck. Any
23 employee who is discharged or laid off prior to the end of the school year shall receive payment for
24 accrued credits with their final pay.
25

26 27 28 **ARTICLE IX** 29

30 **AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY** 31

32 **Section 9.1. to 9.10. Authorized Absences - With Pay.** 33

34 **Section 9.1. Illness and Injury Leave.** Each employee shall accumulate one (1) day of illness and
35 injury leave for each calendar month worked. An employee who works less than a full month will
36 receive a computed percentage of days of his/her regular current working day. Illness and injury
37 benefits shall be vested when earned and shall be accumulated up to a maximum of the number of days
38 in the employee's work year. The District shall project the number of annual days of illness and injury
39 benefits at the beginning of the school year according to the estimated calendar months the employee is
40 to work during that year. Illness and injury benefits shall be paid on the basis of base hourly rate
41 applicable to the employee's normal daily work schedule; provided, however, that should an
42 employee's normal daily work schedule increase or decrease subsequent to an accumulation of days of
43 illness and injury benefits, said benefits will be paid in accordance with the employee's normal work
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1 schedule at the time the illness and injury absence is taken, and the accumulated benefits will be
2 expended on an hourly rather than a daily basis. Physician's appointments are considered appropriate
3 use of illness and injury benefits; provided, however, employees scheduled for work four and one-half
4 (4½) or fewer hours shall schedule routine appointments during non-work hours. Notice of routine
5 medical/dental appointments shall be given by the employee to the supervisor at least forty-eight (48)
6 hours in advance.

7
8 **Section 9.1.1.** All illness and injury benefits will be shown by hours on paychecks. Hours will be
9 recalculated for an employee when any permanent assignment of fifteen (15) minutes difference per
10 day occurs.

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12 **Section 9.1.2.** A physician's signed statement may be required to support any absence of five (5) or
13 more consecutive days. The District may request documentation for absences less than five (5) days
14 when there is cause to suspect abuse.

15
16 **Section 9.1.3. Care of Minor Children:** The employee may use illness and injury benefits to care for
17 a child of the employee under the age of eighteen (18) with a health condition that requires the
18 employee's treatment or supervision.

19
20 **Section 9.1.4. Care of Other Family Members:** Employees may use illness and injury benefits to
21 care for a parent, spouse or child over the age of eighteen (18) who is unable to care for them self as
22 certified by the attending physician. Employees electing to use this option shall be ineligible to utilize
23 the benefits in Section 9.5 for the same illness or injury.

24
25 **Section 9.1.5. Retention of Accrued Illness and Injury Benefits When Change of Employment**
26 **Occurs Within Washington Public Schools:** Employees who have accrued illness and injury benefit
27 units while employed by another public school district in the State of Washington shall be given credit
28 for such accrued illness and injury benefits upon employment by the District in accordance with
29 Section 9.1.1, as provided in RCW 28A.400.300(h). Former district employees who return to district
30 employment will have reinstated any unused illness and injury benefits which accrued during their
31 previous employment with the district, as provided in RCW 28A.400.300(I).

32
33 **Section 9.1.6. Sick Leave Attendance Incentive Program.** The leave and attendance incentive
34 provisions of RCW 28A.400.210 as currently in effect, and rules and regulations promulgated pursuant
35 thereto, are by this reference incorporated herein.

36
37 **Section 9.1.7. Workers Compensation:** In the event an employee is absent for reasons which are
38 covered by industrial insurance, unless the employee requests otherwise, the District shall pay the
39 employee an amount equal to the difference between the amount paid the employee by the industrial
40 insurance and the amount the employee would normally earn. A deduction shall be made from the
41 employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

42
43 **Section 9.2. Temporary Disability.** Temporary disability shall mean those disabilities caused by
44 illness, accident, injury, pregnancy, miscarriage, childbirth, and recovery therefrom, which prevents an
45 employee from fulfilling his/her work assignment for the District. Illness and injury benefits will be
46 paid from the employee's accrued injury and illness leave for the period of actual disability, contingent
47 upon compliance with and subject to the limitations contained in the following sections.

1 **Section 9.2.1. Utilization of Accumulated Illness and Injury Benefits For Temporary**

2 **Disability:** The employee's illness and injury absence benefits shall begin on the day that the employee
3 is no longer able to work due to temporary disability, provided:

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- 5 A. The employee has an accrual of illness and injury benefit units; and
 - 6 B. The employee or someone in the immediate family has notified his/her immediate supervisor;
7 and
 - 8 C. When requested by the District, the employee has produced a written notice from the
9 employee's personal physician certifying that the employee is disabled.
- 10

11 **Section 9.2.2.** If an employee is unable to return to work from a temporary disability and has
12 exhausted all illness and injury benefits, the employee must advise the immediate supervisor and the
13 Human Resources Department of that fact at that time, and request additional leave without pay.

14

15 **Section 9.2.3. Application Procedure For Benefits.** The employee must submit a written request to
16 his/her immediate supervisor for temporary disability benefits. The request should indicate:

17

- 18 A. The approximate length of time the employee will be absent from work due to disability.
 - 19 B. The estimated date the absence is to begin, when possible.
 - 20 C. The estimated date of return from the absence, if possible.
- 21

22 Normally, notification should be at least ten (10) days before the estimated date that the absence is to
23 begin. To facilitate an orderly selection of substitutes, the immediate supervisor is to notify the Human
24 Resources Department and the Payroll Department of the employee's intention to request an absence.

25

26 **Section 9.2.4.** Payment of illness and injury benefits shall no longer be granted when:

27

- 28 A. The employee has been given a physician's release for return to work from said temporary
29 disability; or
 - 30 B. When the employee's benefits are exhausted, whichever occurs first.
- 31

32 **Section 9.2.5. Return From Absence For Temporary Disability.** After receiving a physician's
33 written release to return to work, the employee must provide a copy of the release to the Human
34 Resources department and report to work as soon thereafter as practical. Arrangements for the timing
35 of the return shall be approved by the program coordinator.

36

37 **Section 9.3. Temporary Disability - Maternity.** A female employee shall be allowed up to thirty
38 (30) workdays temporary disability associated with the birth of a child which are deducted from
39 accrued illness and injury leave days. The leave shall commence at such time as the employee and her
40 medical advisor deem appropriate, and will be extended beyond thirty (30) days upon certification by
41 her physician that the employee is unable to return to work at that time. If the employee wishes to
42 avoid using illness and injury days, or if illness and injury days have been exhausted, the employee
43 may request unpaid leave.

44

45 **Section 9.4. Birth Of An Employee's Child.** A maximum of one (1) noncumulative unit of absence
46 per year without loss of pay or use of illness or injury leave shall be allowed for the birth of an
47 employee's child.

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1 **Section 9.5. Emergency Absence.** Two (2) days of emergency absence shall be deducted from
2 accumulated illness and injury benefits and may be granted when the following conditions exist:

- 3
- 4 A. The problem has been suddenly precipitated, and
- 5 B. Preplanning was not possible; or
- 6 C. Preplanning could not have relieved the necessity for the employee's absence; and
- 7 D. The problem was not of mere convenience, but of a serious and compelling nature.
- 8

9 Applications for consideration for emergency absence must be made to the immediate supervisor.
10 Application to the supervisor must be made within five (5) working days after return from the absence.

11
12 **Section 9.6. Bereavement.** Absence for bereavement caused by the death of a member of the
13 immediate or extended family of the employee shall be allowed for the purpose of providing funeral
14 arrangements for the deceased member of the family, and for travel and attendance at funerals, as
15 herein provided.

16
17 **Section 9.6.1.** Allowances and reasons for absence shall be as follows:

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- 19 A. A maximum of five (5) noncumulative units of absence for each occurrence without loss of pay
20 shall be allowed for the above stated purposes caused by the death of an employee's child,
21 spouse, parent, brother, or sister.
- 22 B. A maximum of three (3) noncumulative units of absence for each occurrence without loss of
23 pay shall be allowed for the above stated purposes caused by the death of an employee's parent-
24 in-law, brother-in-law, sister-in-law, uncle, aunt, grandparent or grandchild. Under unusual
25 circumstances two (2) additional units of absence without loss of pay shall be granted at the
26 discretion of the Director of Human Resources.
- 27 C. A maximum of one (1) noncumulative unit of absence per year without loss of pay shall be
28 allowed for attendance at funerals of close relatives, friends, or school associates.
- 29

30 A unit of absence shall be defined as the number of hours in the employee's regular assignment. The
31 number of units of absence without pay for bereavement shall not be accumulated from year to year.

32
33 **Section 9.7. Jury Duty.** An employee, who is regularly assigned to ten (10) hours or more of work
34 per week, who is called to serve on a jury of the Superior Court or of the Federal District Court, shall
35 be excused from work for the days on which he/she serves. The employee shall be granted his/her
36 regular straight time earnings and benefits for the time consumed in such services. In order to be
37 eligible for such payment, the employee must furnish a written statement from the appropriate public
38 official showing the date and time served and the amount of jury duty pay received. Any
39 compensation received from the Court, except transportation, meals, or lodging, shall be paid to the
40 District. Such payment to the District shall not exceed the employee's normal daily pay for each day of
41 jury duty. An employee called for jury duty, who is temporarily excused from attendance at Court,
42 must report to work at least one-half (½) of his/her normal workday.

1 **Section 9.8. Court Actions (With No Loss of Pay).** When an employee is a witness or defendant,
2 and the action arose out of his/her employment as determined by the Superintendent, the employee
3 shall be granted full salary and compensation for the time consumed in such services. Any
4 compensation received from the Court, except transportation (when not paid by the District), meals, or
5 lodging, shall be paid to the District.

6
7 **Section 9.9. Military Reserve Training.** Any employee who is a member of the Washington
8 National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United
9 States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be
10 granted military leave of absence for a period not exceeding the time period specified by RCW
11 38.40.060, during each year beginning October 1st and ending the following September 30th and under
12 the following conditions:

- 13
- 14 1. The employee has given prior notification to his/her immediate supervisor of the date he/she is
15 to report for military duty.
- 16
- 17 2. The employee provides a signed copy of orders requiring his/her participation in military duty
18 to the Human Resources Department prior to leaving, or, when this is not possible, within five
19 (5) days of returning to work
- 20
- 21 3. The military leave of absence is needed so that the employee may report for active duty, when
22 called, or take part in active training duty in such manner and at such time as he/she may be
23 ordered to active duty or active training duty.
- 24

25 Such absence shall be in addition to any vacation or illness and injury absence benefits to which the
26 employee is entitled, if the employee is required to report during his/her regular work assignment.

27
28 **Section 9.10. to 9.16. Authorized Leave - Without Pay.**

29
30 **Section 9.10. General Guidelines:** An employee may apply for a leave without pay from the District
31 by application in writing to the immediate supervisor and an employee shall provide reasonable notice
32 of the requested leave as determined by the District. Upon recommendation of the immediate
33 supervisor through administrative channels to the Superintendent, and upon approval of the Board of
34 Education, an employee may be granted leave without pay for a period not to exceed one (1) year.
35 Approved reasons for granting leaves are:

- 36
- 37 A. Study (related to school employment).
- 38 B. Parental (child rearing).
- 39 C. Required military service.
- 40 D. Service in the United States Peace Corps.
- 41 E. Temporary disability.
- 42 F. Such other purposes deemed by the administration and the Board to be in the best interests of
43 the District.
- 44

45 A leave shall not be granted for the purpose of working in another job for payment: except in situations
46 under A, C and D. An employee on approved leave without pay who wishes to continue medical
47 insurance coverage may choose to pay his/her total insurance premiums in order to continue his/her
48 insurance coverage.

1 **Section 9.11.1.** The employee will retain accrued illness and injury benefits, vested vacation credits,
2 and seniority rights while on leave without pay. However, vacation credits and illness and injury
3 benefits shall not accrue while the employee is on leave without pay.
4

5 **Section 9.11.2.** The employee who is on leave may return to work, provided a vacancy exists for
6 which the employee is qualified. If an employee rejects an offer by the District for reemployment
7 upon return from leave, said employee shall forfeit seniority and all other accrued benefits; provided
8 that said position is substantially equal to that held by the employee prior to going on leave status.
9 Substantially equal shall be within two (2) hours per day at the same rate, or the same hours within ten
10 percent (10%) of the hourly rate.
11

12 **Section 9.11.3.** The employee returning from leave cannot be assured of the same assignment he/she
13 held at the time such leave was granted. If a reduction in force is in effect at the time the employee
14 plans to return to employment from leave, said employee shall be subject to the terms and conditions
15 under Article X, Sections 10.1 through 10.13.
16

17 **Section 9.12. Authorized Leave Without Pay - Industrial Accident Or Industrial Illness.** A leave
18 of absence requested due to an industrial accident or industrial illness for which the employee is
19 granted workman's compensation coverage shall be granted for a period not to exceed two (2) years.
20

21 **Section 9.12.1.** Any employee on a leave of absence due to an industrial accident or industrial illness
22 has the right upon return from the leave to make application for open positions and will be given
23 preferential consideration for the same or similar position held prior to the start of the leave.
24

25 **Section 9.13.** Employees working four (4) or more hours per day shall be eligible for Family Medical
26 Leave Act (FMLA) provisions as long as the employees meet all other FMLA standards and/or
27 qualifying criteria. All other aspects of FMLA shall be administered as legally determined by the
28 District. Employees replacing staff on FMLA are not entitled to insurance benefits.
29

30 **Section 9.14. Court Actions (With Loss of Pay).** If an employee is involved in a court action as a
31 witness or plaintiff against the District, as a defendant in an action brought against him/her by the
32 District, or involved in other court actions not arising out of his/her employment as determined by the
33 Superintendent, he/she may apply for absence without pay for those assigned days he/she will be
34 absent.
35

36 **Section 9.15. Personal Leave.** Each employee shall be granted one (1) day of non-accumulated
37 personal business leave upon request per year. Personal business leave will be with pay and will not
38 be deducted from sick leave. Personal business leave shall not be used for recreational purposes and
39 shall not be used in conjunction with other leaves, holidays, or school vacation periods. Personal
40 business leave may not be used the first or last week of school.
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42 **Section 9.16.** The District will consult with the Association if any major changes are being considered
43 to the leave-sharing program.
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ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Upon completion of the probationary period, seniority of an employee within the bargaining unit shall be established retroactive to the date on which the employee is hired to fill an open position on a regularly assigned basis (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.2. Each new hire shall remain in a probationary status for a period of not more than ninety (90) actual days of work following the hire date. During this probationary period the District may discharge such employee at its discretion. During the probationary period discharge shall not be subject to the grievance procedure of this contract. Employees who already have passed probation with the District, but have taken a new position, shall be subject to a thirty (30) actual days of work trial period.

During this trial period the District may reassign an unsuccessful employee back to the previous position if vacant or place the employee on layoff status.

Section 10.3. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.4. The seniority of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty absence;
- B. Time on leave granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on authorized leaves, not to exceed one (1) year. However, absence benefits shall not accrue during the leave;
- D. Time spent on layoff status as provided in Section 10.10.

Section 10.6. Seniority shall be effective within the bargaining unit.

Section 10.7. The employee with the earliest date of hire shall have preferential rights regarding open posted positions for which he/she has properly applied when qualifications, ability and performance are judged by the District to be substantially equal with junior applicants. It is understood by the parties that these judgments are the responsibility of the District, but may be challenged through the grievance procedure.

Section 10.7.1. The employee with the earliest hire date shall have preferential rights regarding layoff, subject to conditions of Section 10.7 (above).

1 **Section 10.7.2.** If the District determines to bypass a senior applicant, the bypassed employee may
2 request the reasons for the bypass. Upon receipt of a written request for such reasons from the
3 employee, the District shall set forth the reasons in writing. The ability, qualifications and
4 performance of the successful applicant and the bypassed employee shall be discussed in the written
5 response.

6
7 **Section 10.8.** An employee who changes bargaining units within the District shall retain seniority in
8 ECEAP for one (1) calendar year although a new hire date is acquired in the other unit.

9
10 **Section 10.9.** The District shall publicize new job openings and vacancies within the bargaining unit.
11 Such postings shall be made at least five (5) working days prior to permanently filling the position. A
12 copy of the job posting shall be forwarded to the President of the Association.

13
14 **Section 10.9.1.** Any open position, whether new or vacant, may be filled by substitutes for the time it
15 takes to fill the position. The District will make every effort to fill the posted position within thirty
16 (30) working days of the date of vacancy except positions that become vacant after May 1 for the
17 remainder of that school year.

18
19 **Section 10.9.2.** The District will make every effort to indicate on position postings the medical
20 procedures that the employee will be responsible for when the District has such information in
21 advance.

22
23 **Section 10.9.3.** When contemplating the delivery of medically related services to a student by an
24 employee, the District will make every effort to involve the employee in preliminary meetings.
25 Employees will be provided appropriate training to properly execute the duties of their assignment.

26
27 **Section 10.10.** In the event a reduction in force causes an employee to lose two hours or more time per
28 day, that employee shall be entitled to bump an employee with less seniority holding a similar position
29 in the District. No employee may bump to a higher paid position or to gain more time than they
30 previously had. The District shall have the right to require the employee to bump the least senior
31 person filling a position of appropriate hours if the senior employee is qualified to perform the duties
32 of that position.

33
34 **Section 10.10.1.** In the event of layoff, employees so affected shall be placed on a layoff list for a
35 period of eighteen (18) months. Employees who desire employment will utilize the District's job
36 hotline and/or review the job postings on the District web site. Employees on the layoff list shall have
37 the status of regular employees when applying for jobs.

38
39 **Section 10.10.2.** The District will attempt to utilize laid off personnel as substitutes whenever
40 possible, provided the laid off individual so requests in writing to be used as a substitute.

41
42 **Section 10.11.** Those on layoff status shall file their addresses in writing with the Human Resources
43 Department of the District and shall thereafter promptly advise the District in writing of any change of
44 address.

1 **Section 10.12.** An employee who rejects an offer of reemployment by the District shall forfeit
2 seniority and all other accrued benefits, provided that position is substantially equal to that held by the
3 employee prior to layoff. Substantially equal shall be within two (2) hours per day at the same rate, or
4 the same hours within ten percent (10%) of the hourly rate.

5
6 **Section 10.13.** Right to reemployment as provided in Section 10.10 shall be forfeited in the event the
7 requirements of Sections 10.11 and 10.12 are not complied with or if the offer of reemployment is not
8 responded to within ten (10) working days.

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12 **ARTICLE XI**

13
14 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

15
16 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable
17 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
18 hereinafter provided. If the District has reason to reprimand an employee, it will be done
19 confidentially unless circumstances do not permit such consideration.

20
21 **Section 11.1.1.** No employee may be terminated for poor job performance unless the employee has
22 received two (2) separate written warning notices concerning job performance during a twelve (12)
23 month period. Formal written District Plan(s) of Improvement may also serve as warning notices, so
24 long as a statement to that effect is included in the plan.

25
26 Warning notices shall be provided to the Union within ten (10) District business days after delivery of
27 the notice to the employee. This section is not applicable to probationary employees.

28
29 **Section 11.2.** Nothing contained herein shall be construed to prevent the District from discharging an
30 employee for acts of misconduct occurring during non-work hours.

31
32 **Section 11.3.** If an employee receives a written communication from a representative of the District or
33 immediate supervisor that indicates deficiencies requiring improvement, then said employee shall be
34 entitled to have a representative of the Association or its designee at subsequent meetings with the
35 immediate supervisor or representative of the District.

36
37 **Section 11.4.** Meetings between the employee and District shall occur at times set by the District
38 which shall be mutually as convenient as possible.

39
40 **Section 11.5.** The employee's personnel file shall be maintained in the Human Resources Department.
41 The employee shall have the right to inspect his/her file upon scheduled appointment. The employee
42 may have representation at such time. Upon request, the employee may receive a copy of all
43 documents maintained in the file. The cost of any reproduction will be borne by the employee. The
44 employee may make an appointment to make an inventory of the file and have it signed and dated by a
45 representative of the District. The employee may add written items relevant to job performance (e.g.,
46 thank you notes). The basis of any disciplinary action taken against an employee shall be limited to
47 information shared with the employee prior to the disciplinary action being imposed.

1 **Section 11.5.1.** An employee may respond in writing to anything in the personnel file with which the
2 employee may disagree. These responses also become part of the personnel file. An employee shall
3 have ten (10) working days to respond to any document presented to him/her intended to be placed in
4 the personnel file. Documents that are adverse in nature will not be included in the personnel file
5 without notifying the employee of such document.

6
7 **Section 11.6.** Except in extraordinary cases, the District will give employees two (2) weeks notice of
8 intention to layoff or discharge. The District will expect the employee to give two (2) weeks notice in
9 case of resignation.

10 11 12 13 14 **ARTICLE XII**

15 16 **INSURANCE AND RETIREMENT**

17
18 **Section 12.1.** District insurance plans shall be divided into "Basic Plans" and "Optional Plans." Basic
19 plans shall consist of medical, dental, vision, group life and group long-term disability. Each year of
20 the Agreement these plans will be subject to an annual review conducted by the District and
21 Association.

22
23 Optional plans shall consist of salary maintenance, cancer, and such other plans that are mutually
24 approved from year to year. The premium costs for optional plans shall normally be a pay deduction.
25 If the insurance pool funds are not fully utilized after paying for all employees' basic benefits, then the
26 remaining amount shall be distributed to optional plans.

27
28 Monthly contribution levels shall be established as the state funded amount plus \$30.00 per month per
29 FTE of 1,440 hours.

30
31 **Section 12.2.** Insurance benefits will be awarded at the state-funded level, less carve-out. Part-time
32 employees shall receive a prorated amount if there are insufficient funds in the bargaining unit's
33 insurance pool. Thirty dollars (\$30.00) per full-time equivalent will be added to the insurance pool. In
34 addition, the District will contribute the cost of the group long-term disability insurance premium to
35 the insurance pool fund for the group long-term disability insurance.

36
37 **Section 12.3. School Employees' Retirement System.** In determining whether an employee covered
38 by this Agreement is eligible for participation in the Washington State Public Retirement System, the
39 District shall report all straight time and overtime hours worked.

40
41 **Section 12.4.** If the District establishes a medical expense reimbursement plan, employees will be
42 permitted to participate.

43
44 **Section 12.5.** In accordance with RCW 28A.400.370, the District will provide liability insurance and
45 personal property insurance for employees "while engaged in the maintenance of order and discipline
46 and the protection of school personnel and students and the property thereof." The eligibility for this
47 insurance coverage will be according to District Policy and Procedures.

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ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1. For the mutual benefit of employees and the District, the employer may provide funds for vocational training. The administration shall have the sole right to determine which employees may attend at District expense. Prior approval must be obtained from the Superintendent or the Superintendent's designee.

Section 13.2. Employees will be reimbursed at the regular rate for all hours spent in District approved training if funded by ESD or if approved training occurs during regular work hours.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. The Association is recognized as the official bargaining representative for all employees performing work within the unit covered by this Agreement in the District.

Section 14.2. Each employee subject to this Agreement, shall, as a condition of employment, maintain membership in the Union in good standing during the period of this Agreement, or shall pay to the Association through payroll deduction an amount equivalent to "the current agency fee, as determined by the Association not later than December 1 of each instructional year."

Section 14.3. At the time of hire, the District will inform new employees of the terms and conditions of this Article.

Section 14.4. Checkoff. The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Introduction. In order that there be a process for the settlement of grievances, the following procedures shall be established.

Section 15.2. Definitions.

Section 15.2.1. Grievant. The "grievant" is an employee, a group of employees, or the Association, who files a grievance.

1 **Section 15.2.2. Grievance.** A "grievance" is an alleged violation of the interpretation and/or
2 application of the terms of this Contractual Agreement.

3
4 **Section 15.2.3. Days.** "Days" shall mean District business days (Monday through Friday); provided,
5 however, the parties shall, during the traditional summer and winter break periods, work constructively
6 to process grievances as rapidly as possible. Grievants who find themselves in extraordinary
7 circumstances beyond their control may request modification of the timelines.

8
9 **Section 15.3. General Conditions.**

10
11 **Section 15.3.1. Time Limits.**

- 12
13 A. If the employer fails to answer within the time limits provided, the grievance may be appealed
14 to the next step.
- 15
16 B. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance
17 of the employer's disposition of the claim.
- 18 C. Time limits may be extended by mutual agreement in writing.

19
20 **Section 15.3.2. Confidentiality.**

- 21
22 A. All matters pertaining to specific grievances may be confidential information and shall not be
23 unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the
24 grievance process.
- 25
26 B. Confidentiality. All documents, communications and records dealing with grievances and
27 their disposition shall be filed separately from the grievant's personnel file.

28
29
30 **Section 15.3.3. An Employee Grievance Filed Independently.** Nothing in the Agreement shall be
31 construed to prevent any person from presenting and adjusting a grievance directly with the
32 Superintendent or designee, without intervention of the Association, so long as the resulting
33 adjustment does not conflict with the terms of this Contractual Agreement between the District and the
34 Association and is in accordance with and subject to the conditions and limitations provided by law.

35
36 **Section 15.3.4. Settlement.** Any grievance settled to satisfaction of the grievant at any step of the
37 formal procedure will be final and binding on the grievant, the Association, the employer, and not
38 subject to further review.

39
40 **Section 15.3.5. Grievance Delay and Reinstatement.** A grievance may, by notice in writing to the
41 Director of Human Resources, or his/her designee, be delayed after it is initiated. Before the decision
42 is delivered at any step of the formal allowance procedure, the aggrieved party may reinstate the
43 grievance within thirty (30) days after notice to delay received by the Superintendent, but not
44 thereafter. A grievance may be withdrawn by the aggrieved party at any time.

1 **Section 15.3.6. Individual Complaints.** If an individual employee has a personal complaint, which
2 he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without recourse to
3 this Grievance Procedure.
4

5 **Section 15.3.7. Freedom From Reprisal.** There shall be no reprisals of any kind by any party or
6 parties against any other party or parties for reason of their participation in the Grievance Procedure.
7 No grievance shall be used as reason in any disciplinary proceeding against the grieving employee or
8 in any consideration for promotion or recommendation for job placement.
9

10 **Section 15.3.8. Scope Of Non-Grievable Matters.** Excluded from this grievance procedure and
11 binding arbitration shall be the following:
12

- 13 A. All matters mandated for judicial review.
 - 14 B. The substance of an evaluation as expressed in an evaluation document.
 - 15 C. Denied absences to attend approved professional meetings and/or conferences.
 - 16 D. Denied personal absences without pay.
 - 17 E. Authorized leaves without pay.
 - 18 F. Legislative leaves.
 - 19 G. Reduction in force with the exception of procedural misapplications.
 - 20 H. Adverse warranted reclassifications.
 - 21 I. Site reduction or relocation.
 - 22 J. Inadvertent errors which were promptly corrected.
- 23

24 **Section 15.3.9. Representation and Assistance In Investigation.**
25

- 26 A. An employee may elect to be represented by the Association at any and all steps of the
27 Grievance Procedure.
- 28 B. During the course of any investigation by the Association, either to determine whether it will
29 support a grievant or enable it to represent the grievant effectively, the District shall cooperate
30 with the organization and furnish it such information germane to the grievance as the
31 Association may request, if approved by the grievant.
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1 **Section 15.4. Processing Of Grievances.**

2
3 **Section 15.4.1. Level I.** The grievant shall invoke the formal Grievance Procedure by completing a
4 statement containing the following:

- 5
6 A. The alleged facts on which the grievance is based;
7 B. A reference to the provision(s) in this Agreement which have been allegedly violated; and
8 C. The remedy sought.
9

10 A copy of the grievance shall be delivered to the Center Director. The filing of the grievance at Level I
11 must be within fifteen (15) District business days from the alleged occurrence or the time the grievant
12 reasonably should have known of the alleged occurrence. Within ten (10) District business days of
13 receipt of the written grievance, the Center Director shall meet with the grievant who may be
14 represented by the Association, in an effort to resolve the grievance. Grievances related to paycheck
15 errors must be filed within thirty (30) District business days from the time of the first knowledge by the
16 employee of the alleged error, but no later than a maximum of ninety (90) District business days from
17 the occurrence. The Center Director shall deliver a written decision to the grievant within ten (10)
18 District business days after the meeting is held.
19

20 **Section 15.4.2. Level II.** If the grievant is unsatisfied with the Center Director's decision in Level I,
21 the grievant must within ten (10) District business days of the grievant's receipt of the Center
22 Director's decision or if no written decision at Level I has been made within twenty (20) District
23 business days of the Center Director's receipt of the written grievance, make a written request to the
24 Human Resources Director or his/her designee and the PSE Business Representative to consider
25 alternative resolutions before taking the grievance to Level III. The objective of the Level II review
26 would be to resolve the issue in the most fair and equitable manner. The Union and the District may
27 mutually waive the Level II process by written notification within ten (10) District business days of
28 receipt of the Level I response.
29

30 Parties involved in the Level II dispute resolution process will not be charged vacation or sick leave,
31 nor will the time involved be counted as time lost.
32

33 **Section 15.4.3. Level III.** If the grievant is not satisfied with the disposition of the grievance at Level
34 II, within ten (10) District business days after the dispute resolution proceedings have concluded or
35 within ten (10) District business days of the Union and the District mutually waiving in writing Level
36 II, the grievant may submit the written statement of the alleged grievance to the Human Resources
37 Director. The Human Resources Director shall schedule a conference within ten (10) District business
38 days after receipt of the written grievance to discuss the matter with the aggrieved employee. The
39 Human Resources Director shall give written notification of his/her decision to the grievant within ten
40 (10) District business days following said conference.
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1 **Section 15.4.4. Level IV - Arbitration.** If the grievant is not satisfied with the disposition of the
2 grievance at Level III, or if no disposition has been made within the time period provided in Level III,
3 the Association may request that the grievance be submitted before an impartial arbitrator. Such
4 request must be stated in writing to the Superintendent within fifteen (15) District business days of
5 receipt of the decision rendered at Level III or within twenty (20) days of the Human Resources
6 Director's receipt of the written Level III grievance if no Level III decision is rendered.

7
8 The Union shall notify the District if it has declined to support a grievance and the grievant has made
9 an appeal to the state level of the Union. Upon such notice, the parties will mutually agree to an
10 extension of timelines.

11
12 If, within ten (10) District business days after receipt of a request for arbitration from the Association,
13 the parties cannot mutually agree on an arbitrator, then the parties shall request a list of arbitrators be
14 submitted by the American Arbitration Association. An application form shall be sent according to the
15 voluntary rules of the Association for a list of seven (7) names. Within ten (10) District business days
16 from receipt of the list each side shall alternately strike names until one (1) name remains. If the
17 remaining name is unacceptable to either or both parties, a second list of seven (7) names shall be
18 requested from the American Arbitration Association. Within ten (10) District business days of receipt
19 of this second list, each side shall alternately strike a name until one (1) remains, and the remaining
20 name shall be the arbitrator.

21
22 The parties shall jointly notify the American Arbitration Association. The decision of the arbitrator
23 shall be final and binding upon both parties.

24
25 Neither the District nor the Association shall submit any additional allegation(s) or present any
26 evidence in the arbitration proceeding not previously disclosed to the other party.

27
28 **Section 15.4.5. Grievance And Arbitration Hearings.** All hearings or conferences pursuant to this
29 procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all
30 parties entitled to attend to be present, including any and all witnesses.

31
32 **Section 15.4.6. Jurisdiction of the Arbitrator.** The arbitrator shall have no power to alter, add to or
33 subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make
34 any decision that is contrary to State law or to rules and regulations governing the District having the
35 force and effect of law.

36
37 **Section 15.4.7. Arbitration Costs.** The cost for the services of the arbitrator including per diem
38 expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be
39 borne by the party deemed by the arbitrator to be non-prevailing on the issues. All other costs will be
40 borne by the party incurring them.

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ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Any newly hired employee who has previously been employed by any public school district in the State of Washington, including Federal Way Public Schools, and is hired to perform work similar to that in which previously engaged, shall be given longevity credit in the District in accordance with this Article and RCW 28A.400.300.

Section 16.2. The newly hired employee may be permitted to transfer one (1) year longevity credit for each full year of applicable prior work experience. Prior work experience shall be evaluated by the District to determine eligibility.

Section 16.3. The longevity credit so transferred shall be applicable to all benefits herein, including Schedule A, except the seniority provisions.

Section 16.4. In the event that the District has a different system for computing salary placement, leave benefits, vacation benefits, and other longevity benefits than does the transferring school district, the employee shall be granted the same longevity benefits as an employee in the District who has similar occupational status and years of service.

Section 16.5. Longevity is defined as credit for years of service for purposes of salary placement and benefits. Seniority is defined as credit for years of service as provided in Article X of this Agreement.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 17.2. The salary schedule for 2009-2010 shall be as set forth in Schedule A and/or B. Current Assistant Teachers not holding either a CDA or AA degree in ECE (Early Childhood Education) or a related field shall be maintained on Schedule B. Current Family Support Specialists and/or Lead Teachers not holding a BA or MA degree in ECE (Early Childhood Education) or a related field shall be maintained on Schedule B. Incremental movement on the salary schedule shall occur consistent with language in Section 17.3.

Section 17.3. Throughout the term of this Agreement, eligible employees shall receive incremental step increases on September 1, provided that they worked more than one-half of the previous school year. Employees moving to a higher rated category shall be placed on the first step of the new schedule which reflects an increase over their current rate. Employees changing jobs in mid-year shall be credited for time worked in both positions for determination of incremental advancement.

Section 17.4. Employees shall receive their base salary in twelve (12) equal payments.

1 **Section 17.5.** Any employee assigned a job which requires travel from one work site to another shall
2 be compensated at his/her appropriate hourly rate for such travel time. Employees shall be reimbursed
3 on a per-mile basis in accordance with District policy for travel between work sites via private vehicle
4 during working hours. Employees who have applied for and received more than one work assignment
5 are excluded from this provision.

6
7 **Section 17.6.** Employees may submit a request for payroll deductions to the Washington School
8 Employees' Credit Union, subject to rules and regulations of the District and the Credit Union.

9
10 **Section 17.7.** Employees shall receive one (1) day (noncumulative) of pay for mandatory professional
11 development attended as determined by the District during each year of this Agreement.
12
13
14

15 **ARTICLE XVIII**

16 **TERM AND SEPARABILITY OF PROVISIONS**

17
18 **Section 18.1.** The term of this Agreement shall be September 1, 2009 through August 31, 2012, with a
19 wage reopener for 2011-2012.
20

21
22 **Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement
23 notwithstanding its execution date.
24

25 **Section 18.3.** This Agreement may be reopened at any time during its term upon mutual consent of the
26 parties.
27

28 **Section 18.4.** Should any article, section, or clause of this Agreement be declared illegal by a court of
29 competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically
30 deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and
31 clauses shall remain in full force and effect for the duration of the Agreement if not affected by the
32 deleted article, section, or clause.
33

34 **Section 18.5.** In the event that the provisions of Section 18.4 apply to any provision of this
35 Agreement, such provisions only shall be open for negotiations.
36

37 **Section 18.6. No Strike.**

38
39 **Section 18.6.1.** The Association and its members, as individuals or as a group, will not initiate, cause,
40 permit or participate in any strike, work stoppage, slowdown, picketing, or join in any strike, work
41 stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit,
42 while acting in the course of their employment, shall not honor any picket line established by any other
43 labor organization when called upon to cross such picket line in the line of duty. Disciplinary action,
44 including discharge, may be taken by the District against any employee or employees engaged in
45 violation of this Section. Such disciplinary action may be undertaken selectively at the option of the
46 District and shall not preclude or restrict recourse to any other remedies, including any action for
47 damages, which may be available to the District.
48

1 **Section 18.6.2.** In the event of a strike, work stoppage, slowdown, picketing, observance of a picket
2 line, or other restriction of work in any form, either on the basis of individual choice or collective
3 employee conduct, the Association will immediately, upon notification, attempt to secure an
4 immediate and orderly return to work of employees under the Association's jurisdiction. This
5 obligation and the obligations set forth in Section 18.6.1 above shall not be affected or limited by or
6 subject to the grievance provisions of this Agreement.
7
8
9

10 **ARTICLE XIX**

11 **EVALUATION**

12 **Section 19.1.** Employees will be evaluated annually on the District evaluation form. Annual written
13 evaluations will be completed and distributed prior to May 31st.
14
15
16

17 Goals, standards, observations, and/or other performance assessment data will be the basis of evaluation
18 for all bargaining unit employees. If an employee reports to multiple supervisors, teachers, or programs,
19 the primary evaluator will consider input from all appropriate sources. Goals and/or standards to be used
20 as part of the evaluation process will be presented to the employee on or before November 1, or within
21 sixty (60) days of hire. In the absence of specialized goals or standards, the information contained in
22 specific written instructions or training materials provided by a supervisor or program manager; or
23 information, feedback, goals, or standards presented on the employee's annual evaluation completed at the
24 end of the previous school year will suffice as evidence of the performance goals or standards, or the
25 notification of a need for improvement. If the employee desires a conference with the supervisor or
26 evaluator to present or discuss goals or standards, they must request this meeting on or before
27 November 30th.
28

29 **Section 19.2.** Employees with an overall unsatisfactory evaluation in the previous year shall be evaluated
30 prior to April 30th. The District shall have the option of making an additional evaluation in June.
31

32 **Section 19.3.** Supervisors will schedule a meeting with all employees receiving unsatisfactory marks on
33 any section of their annual or probationary evaluations to review the areas of concern and plan for
34 remediation. For the annual evaluations, this meeting will take place on or before that employee's last
35 scheduled workday. For probationary evaluations, this meeting will take place on or before the last day of
36 their probationary period.
37

38 Other employees may request a meeting in writing to discuss their evaluation. This meeting must be
39 requested within five (5) working days of the receipt of their evaluation and will be scheduled with the
40 supervisor within ten (10) working days of the receipt of the request for the meeting.
41

42 **Section 19.4.** Only employees with an overall unsatisfactory evaluation may appeal the evaluation with
43 regard to the processes, procedures, and content. All other employees may only appeal the processes and
44 procedures utilized. The decision and substance of an evaluation is excluded from the grievance
45 procedure. The employee's request for appeal must be made in writing to the Director of Human
46 Resources within five (5) days of the meeting with his/her supervisor.
47
48

1 **Section 19.5.** At times other than the annual evaluation, when it is determined that a nonprobationary
2 employee's performance is unsatisfactory, the supervisor will schedule a meeting with the employee to
3 review the information regarding the performance problems and plan for improvement. Employees
4 placed on a plan for improvement will have an opportunity for input into the plan of improvement.
5 Supervisors responsible for working with employees on a plan for improvement will periodically meet
6 with the employee to discuss their overall performance and/or progress regarding the plan of
7 improvement. Upon completion of the plan of improvement, the employee will receive a written
8 summary/evaluation of their performance.
9

10
11 PUBLIC SCHOOL EMPLOYEES
12 OF WASHINGTON

13
14 PUBLIC SCHOOL EMPLOYEES
15 OF FEDERAL WAY - ECEAP

FEDERAL WAY PUBLIC SCHOOLS
NO. 210

16
17
18
19 BY: signed by
20 Judith A. Haney Chapter President

21
22
23 BY: signed by
24 Chuck Christensen, Executive Director
25 Human Resources

26
27
28
29 signed by
30 Federal Way School Board Member

31
32
33 signed by
34 Federal Way School Board Member

35
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37 signed by
38 Federal Way School Board Member

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40 signed by
41 Federal Way School Board Member

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44 signed by
45 Federal Way School Board Member

46
DATE: October 22, 2009

DATE: October 22, 2009

SCHEDULE A

**PUBLIC SCHOOL EMPLOYEES OF FEDERAL WAY
EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM (ECEAP)**

September 1, 2009 through August 31, 2011

	Level	A	B	C	D	E	F	G	H	15 + Yrs Longevity
Assistant Teacher* CDA or AA in ECE (1)	1	\$13.69	\$13.97	\$14.25	\$14.53	\$14.83	\$15.12	\$15.43	\$15.74	\$16.05
Health Coordinator	2	\$16.29	\$16.62	\$16.95	\$17.30	\$17.64	\$17.99	\$18.35	\$18.72	\$19.09
Family Support Specialist (2) Lead Teacher* (2)										
AA degree in ECE or a related field	3	\$17.12	\$17.45	\$17.80	\$18.16	\$18.53	\$18.90	\$19.28	\$19.67	\$20.06
BA degree in ECE or a related field (+4% of AA)	4	\$17.80	\$18.15	\$18.51	\$18.89	\$19.27	\$19.66	\$20.05	\$20.46	\$20.87
MA degree in ECE or a related field (+6% of AA)	5	\$18.15	\$18.50	\$18.87	\$19.25	\$19.64	\$20.03	\$20.44	\$20.85	\$21.27

Longevity: Additional 2% for 15+ years seniority

Note: BA and MA amounts are derived from AA amounts

*Assistant and Lead Teacher Positions - \$0.30 per compensated hour added for Career Technical Education (CTE).
Student Supervision if applicable.

(1) Any current bargaining unit employee not holding either a AA or CDA shall be maintained on the Schedule B

(2) Any current bargaining unit employee not holding a BA shall be maintained on the Schedule B

SCHEDULE B
(For Grandfathered Employees)

PUBLIC SCHOOL EMPLOYEES OF FEDERAL WAY
EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM (ECEAP)

September 1, 2009 through August 31, 2011

	Level	A	B	C	D	E	F	G	H	15+ Yrs Longevity
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*Assistant Teacher (1)	1	\$13.34	\$13.61	\$13.88	\$14.14	\$14.45	\$14.72	\$15.03	\$15.31	\$15.62
Health Coordinator	2	\$16.08	\$16.41	\$16.75	\$17.09	\$17.42	\$17.77	\$18.13	\$18.48	\$18.85
*Lead Teacher (2)										
Family Support Specialist (2)	3	\$17.37	\$17.74	\$18.08	\$18.45	\$18.82	\$19.18	\$ 19.57	\$19.96	\$20.36

Note: Longevity: Additional 2% for 15+ years seniority

*Assistant and Lead Teacher Positions-\$0.30 per compensated hour added for Career Technical Education (CTE) Student Supervision if applicable

(1) Any current bargaining unit employee not holding either a AA or CDA shall be maintained on the Schedule B

(2) Any current bargaining unit employee not holding a BA shall be maintained on the Schedule B