

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**FEDERAL WAY PUBLIC SCHOOLS**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF**  
**FEDERAL WAY PUBLIC SCHOOLS, NO. 210**  
**HEAD START**  
**SEPTEMBER 1, 2008 - AUGUST 31, 2011**

**PSE STATE OFFICE**  
P. O. Box 798  
Auburn, Washington 98071-0798  
1-866-820-5653

## TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF THE EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI ASSOCIATION REPRESENTATION	5
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	8
ARTICLE IX AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY	9
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	14
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	16
ARTICLE XII INSURANCE AND RETIREMENT	17
ARTICLE XIII VOCATIONAL TRAINING	18
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	18
ARTICLE XV GRIEVANCE PROCEDURE	19
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	22
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	23
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	24
ARTICLE XIX EVALUATION	25
SIGNATURE PAGE	26
SCHEDULE A	27



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

8  
9 **Section 1.4. Bargaining Unit.** The bargaining unit to which this Agreement is applicable shall  
10 consist of: All classified full-time and regular part-time employees employed by Federal Way Head  
11 Start as Preschool Teacher, Assistant Teacher and Family Service Worker.

12  
13 **Section 1.4.1.** A temporary employee, excluding substitutes, shall be defined as a person hired in a  
14 position which is posted with a fixed beginning and ending date, not to exceed ninety (90) working  
15 days from the date of employment, unless the person is a designated leave replacement and in which  
16 there is no reasonable assurance of continued employment. This provision does not apply to monies  
17 received from ESD emergency funds that may cause employees to extend beyond ninety (90) days.

18  
19 **Section 1.4.2. Head Start** Substitutes shall be included in the bargaining unit and paid according to  
20 Step A on the Salary Schedule for Teachers and Family Support Specialists. Head Start substitute  
21 Assistant Teachers shall be paid at the Federal Way PSE K-12 Paraeducator substitute rate. Head Start  
22 substitutes shall only be covered by sections of the Agreement which specifically include them.

## 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

**ARTICLE II**

### **RIGHTS OF THE EMPLOYER**

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

38  
39 **Section 2.2.** The right to make reasonable rules and regulations shall be considered as acknowledged  
40 functions of the District. In making rules and regulations relating to personnel policies, procedures and  
41 practices, and matters of working conditions, the District shall give due regard and consideration to the  
42 rights of the Association and the employees and to the obligations imposed by this Agreement.

43  
44 **Section 2.3.** The parties acknowledge that Federal Way Public Schools is the sole employer of Federal  
45 Way Head Start employees. Employees shall be in compliance with Federal Way Public Schools  
46 policies when they conflict with Puget Sound ESD policies, until such time as a written directive is  
47 issued by the Center Director.

## ARTICLE III

### RIGHTS OF THE EMPLOYEES

**Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association. Officials and members of the Association may present the views of the Association to the Board of Education of the District or any other governmental body, group, or individual. The District shall not encourage or discourage membership in the Association.

**Section 3.2.** Each employee shall have the right to bring matters of personal concern, related to hours and working conditions, to the attention of appropriate Association representatives and/or appropriate District administration officials.

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

**Section 3.4.** There shall be no unlawful discrimination against any employee by reason of race, creed, color, marital status, sex, sexual orientation, religion, national origin, age, or handicapping condition.

**Section 3.5.** Newly hired employees shall be informed of their projected placement on the salary schedule within 24 hours of an offer of employment.

**Section 3.6. Safety.** When a student is known to have exhibited behavior that indicates the student could be a threat to the safety of other students and/or educational staff, employees who have direct contact with the student will be notified as soon as possible.

If, in the professional judgment of the Head Start staff, a home visit could present a hazardous situation, an employee will notify the supervisor. The employer will abate such hazard through staffing arrangements (pairing staff) or other such equivalent measures that will provide an equally safe workplace. No home visits shall occur until such safety measures have been put into place.

## 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 this 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 or his/her designated representative 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 Head Start 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 by employees of the Association or pamphlets, advertising, political matters, notices of any kind, or literature 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.  
3

4 **Section 4.9.2.** The Association agrees to defend the District when the District acts in good faith to  
5 comply with the contract.  
6  
7  
8

## 9 **ARTICLE V**

### 10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

11  
12 **Section 5.1.** It is agreed that the appropriate matters for consultation and negotiation between the  
13 District and the Association shall be limited to grievance procedure, wages, hours, and working  
14 conditions.  
15

16  
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.  
25

26 **Section 5.4.** The District shall consult with the Association on changes in the contractual relationship  
27 with Puget Sound ESD.  
28  
29  
30

## 31 **ARTICLE VI**

### 32 **ASSOCIATION REPRESENTATION**

33  
34  
35 **Section 6.1. Conference Committee.** There shall be two (2) meetings each year between the  
36 Association and District's Center Director and his/her designee to discuss items of mutual interest. The  
37 meetings will be called by the Center Director. The Association's Committee shall consist of four (4)  
38 members, to include the President or his/her designee. Other meetings between the Association's  
39 Conference Committee and the District may be called on an as needed basis. These meetings shall not  
40 take place when students are in class.  
41

42 **Section 6.2.** Association representatives, when leaving their work to attend meetings called pursuant  
43 to Section 6.1 above, shall first obtain permission from their immediate supervisor. The supervisor's  
44 permission in these instances will normally be granted. The said representatives will report to their  
45 supervisors when they return to work.  
46  
47  
48  
49

1 **Section 6.3.** Duly authorized representatives of the Association shall suffer no loss of pay for  
2 participating in grievance hearings, negotiation sessions, or Agreement management meetings held  
3 during regular working hours, provided such hearings, sessions, or meetings have been scheduled  
4 during regular working hours at the request of the Superintendent or his/her designee.  
5  
6  
7

## 8 **ARTICLE VII**

### 9 **HOURS OF WORK AND OVERTIME**

10 **Section 7.1.** The normal work week shall consist of five (5) consecutive work days (Monday-Friday).  
11

12 **Section 7.1.1.** All employees shall maintain a current daily/weekly schedule when requested by the  
13 District.  
14

15 **Section 7.2.** No employee shall be authorized to work in excess of forty (40) hours per week without  
16 the written permission of the Center Director or Site Supervisor, except in the absence of the Center  
17 Director, in an immediate emergency situation threatening the well-being of a Head Start student.  
18

19 **Section 7.2.1.** Employees who will not exceed forty (40) hours per week may extend their scheduled  
20 work hours with written approval of the Center Coordinator.  
21

22 **Section 7.3.** Teachers and Assistant Teachers shall be expected to be present during all student  
23 attendance time. Lunch periods, breaks and preparation time to meet program needs will be  
24 coordinated between the employee and supervisor. Student attendance time shall include fifteen (15)  
25 minutes before class and fifteen (15) minutes after class for set up and clean up.  
26

27 **Section 7.4.** Family Support Specialists shall normally schedule their times in consultation with their  
28 supervisor to meet program needs.  
29

30 **Section 7.4.1.** Employees may be required by the Program Coordinator to attend IEP or MDT  
31 meetings.  
32

33 **Section 7.4.2.** Employees will be paid for such meetings, as referenced in Section 7.4.1 and 7.5, that  
34 occur beyond their regular working hours at the regular rate of pay when they are required to attend  
35 such meetings. No employee shall be asked to flex student attendance time. No employee shall be  
36 expected to flex time which they have no realistic opportunity to use. When unforeseen circumstances  
37 cause an employee to work beyond his/her planned daily work schedule, he/she, subject to Section 7.2  
38 and/or 7.2.1 if applicable, shall either receive compensation at the appropriate rate or by mutual  
39 agreement, flex their hours during non-student attendance time.  
40

41 **Section 7.5.** The Center Director retains the right to schedule employees for meetings and in unusual  
42 circumstances. If the District decides to schedule an employee, the employee shall receive seven (7)  
43 calendar days written notification of their schedule.  
44  
45  
46  
47  
48  
49

1 **Section 7.5.1.** An unpaid lunch period of not less than thirty (30) nor more than sixty (60) minutes  
2 shall be provided to all employees working more than five (5) hours on any day. An unpaid lunch may  
3 be provided to employees working less than five (5) hours by mutual agreement. A fifteen (15) minute  
4 break shall be provided for each four (4) hours or major portion thereof worked. Breaks will not be  
5 used to extend lunch periods, nor will it be used to report late or leave work early. No employee shall  
6 be expected to flex time which they have no realistic opportunity to use.

7  
8 **Section 7.5.1.1.** Employees who are assigned to eat their lunch with students shall not be required to  
9 take an unpaid lunch period on those days.

10  
11 **Section 7.6.** When an employee is directed by the District to work in an assignment that is classified  
12 under this Agreement at a higher rate of pay and that is regularly filled by another person, then said  
13 employee shall be compensated equal to the rate of pay due if he/she filled the position on a permanent  
14 basis. Employees who do not meet the minimum standards for permanent employment in the position  
15 shall be paid at Step A or their regular rate, whichever is higher.

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

26  
27 **Section 7.8.** An employee who is called back to work by the Center Director on other than his/her  
28 regular shift and or workday shall be paid a minimum of two (2) hours, unless such time is directly  
29 contiguous to regular paid time. Employees shall be expected to comply with Section 7.2.

30  
31 **Section 7.9.** Employees shall normally be notified of the proposed work year and instruction year  
32 calendar by June 1 or soon thereafter. The work year calendar for all bargaining unit employees shall  
33 be 199 days.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

## ARTICLE VIII

### **HOLIDAYS AND VACATIONS**

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

- |                                  |                               |
|----------------------------------|-------------------------------|
| 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       |

**Section 8.1.1. Unworked Holidays.** Employees will be paid for holidays that fall within their assigned work year, provided they work the regular workweek before and the regular workweek after the holiday, or the employee is on an authorized absence with pay. Eligible employees shall receive pay equal to their normal work shift at their base hourly rate in effect at the time the holiday occurs.

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

**Section 8.2. Vacations.** Vacation pay shall be defined as compensation added to the base compensation for scheduled workdays, as calculated in Section 8.2.1. below. Vacation is intended as added compensation and is not available to be used for paid time off.

**Section 8.2.1.** For calculation of accrued vacation pay, one day of pay (calculated at the employee's regular rate of pay based on the employee's regular hours per day) shall be added to the total scheduled annual work days for each month of work, provided a minimum of ten (10) days are worked for each month's accrual. For purpose of this section each day of absence while on a paid leave shall constitute a day of work.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

## ARTICLE IX

### **AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY**

#### **Section 9.1. Authorized Absences.**

**Section 9.1.1.** Each employee shall accumulate one (1) day of illness and injury leave for each calendar month worked. An employee who works less than a full month will receive a computed percentage of days of his/her regular current working day. Illness and injury benefit shall be vested when earned and shall be accumulated up to a maximum of the number of days in the employee's work year. The District shall project the number of annual days of illness and injury benefits at the beginning of the school year according to the estimated calendar month the employee is to work during that year. Illness and injury benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of illness and injury benefits, said benefits will be paid in accordance with the employee's normal work shift at the time the illness and injury absence is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Physician's appointments are considered appropriate use of illness and injury benefits; provided, however, employees scheduled for work four and one-half (4-1/2) or fewer hours shall schedule routine appointments during non-work hours. Notice of routine medical/dental appointments shall be given by the employee to the supervisor at least forty-eight (48) hours in advance.

**Section 9.1.2.** All illness and injury benefits will be shown by hours on paychecks. Hours will be recalculated for an employee when any permanent assignment of fifteen (15) minutes difference per day occurs.

**Section 9.1.3.** A physician's signed statement may be required to support any absence of five (5) or more consecutive days. The District may request documentation for absences to less than five (5) days when there is cause to suspect abuse.

**Section 9.1.4.** In the event an employee is absent for reasons which are covered by industrial insurance, unless the employee requests otherwise, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the industrial insurance and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. In the event the employee has no accumulated sick leave, that portion will be considered as leave without pay.

**Section 9.1.5.** An employee who resigned may lose all accumulated units of illness and injury benefits with the District. Unused units may be transferred to other districts within the State. Employees who have accrued illness and injury benefit units while employed by another public school district in the State of Washington shall be given credit for such accrued illness and injury benefits upon employment by the District in accordance with Section 9.1.1, provided that such employment at the last Washington State Public Institution was within the last three (3) years.

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

1 **Section 9.1.7. 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 of 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 9.1.8.** The employee may use illness and injury benefits to care for a child of the employee  
13 under the age of eighteen (18) with a health condition that requires the employee's treatment or  
14 supervision. The employee may also use illness and injury benefits to care for a parent, spouse, or child  
15 over the age of eighteen (18) who is physically unable to care for himself/herself.  
16

17 **Section 9.2. Temporary Disability.**  
18

19 **Section 9.2.1.** Temporary disability shall mean those disabilities caused by illness, accident, injury,  
20 pregnancy, miscarriage, childbirth, and recovery there from, which prevents an employee from  
21 fulfilling his/her work assignment for the District. Illness and injury benefits will be paid from the  
22 employee's accrual for the period of actual disability, contingent upon compliance with and subject to  
23 the limitations contained in the following sections.  
24

25 **Section 9.2.2. Application Procedure For Benefits.** The employee must submit a written request to  
26 his/her immediate supervisor for temporary disability benefits. The request should indicate:  
27

- 28 A. The approximate length of time the employee will be absent from work due to disability.
  - 29 B. The estimated date the absence is to begin, when possible.
  - 30 C. The estimated date of return from the absence, if possible.
- 31

32 Normally, notification should be at least ten (10) days before the estimated date that the absence is to  
33 begin. To facilitate orderly selection of substitutes, the immediate supervisor is to notify the Human  
34 Resources Department and the Payroll Department of the employee's intention to request an absence.  
35

36 **Section 9.2.3. Temporary Disability – Maternity.** A female employee shall be allowed up to a  
37 maximum of thirty (30) workdays temporary disability associated with the birth of a child. The leave  
38 shall commence at such time as the employee and her medical advisor deem appropriate, and will be  
39 extended upon certification by her physician that the employee is unable to return to work at that time.  
40

41 **Section 9.3. Utilization of Accumulated Illness, Injury Benefits For Temporary Disability.**  
42

43 **Section 9.3.1.** The employee's illness and injury absence benefits shall begin on the day that the  
44 employee is no longer able to work due to temporary disability, provided:  
45

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

1 **Section 9.3.2.** Payment of illness and injury benefits shall no longer be granted when:

- 2  
3 A. The employee has been given a physician's release for return to work from said temporary  
4 disability; or  
5 B. When the employee's benefits are exhausted, whichever occurs first.  
6

7 **Section 9.4. Return From Absence For Temporary Disability.**

8  
9 **Section 9.4.1.** The employee must notify his/her immediate supervisor when he/she intends to return  
10 to work. Said notification must be within ten (10) days after a physician has issued a release of the  
11 employee to return to work.  
12

13 **Section 9.4.2.** If an employee is unable to return to work from a temporary disability and has  
14 exhausted all illness and injury benefits, the employee must advise the immediate supervisor and the  
15 Human Resources Department of that fact at that time, and request a leave without pay.  
16

17 **Section 9.5. Birth Of An Employee's Child.** A maximum of one (1) non-cumulative unit of absence  
18 per year without pay shall be allowed for the birth of an employee's child.  
19

20 **Section 9.6. Bereavement.**

21  
22 **Section 9.6.1.** Absence for bereavement caused by the death of a member of the immediate or  
23 extended family of the employee shall be allowed for the purpose of providing funeral arrangements  
24 for the deceased member of the family, and for travel and attendance at funerals, as herein provided.  
25

26 Allowances and reasons for absence shall be as follows:

- 27  
28 A. A maximum of five (5) non-cumulative units of absence for each occurrence without loss of pay  
29 shall be allowed for the above stated purposes caused by the death of an employee's child, spouse,  
30 parent, brother, or sister.  
31 B. A maximum of three (3) non-cumulative units of absence for each occurrence without loss of pay  
32 shall be allowed for the above stated purposes caused by the death of an employee's parent-in-law,  
33 brother-in-law, sister-in-law, uncle, aunt, grandparent or grandchild. Under unusual circumstances  
34 two (2) additional units of absence without loss of pay shall be granted at the discretion of the  
35 Director of Human Resources.  
36 C. A maximum of one (1) non-cumulative unit of absence per year without loss of pay shall be  
37 allowed for attendance at funerals of close relatives, friends, or school associates.  
38

39 A unit of absence shall be defined as the number of hours in the employee's regular assignment. The  
40 number of units of absence without pay for bereavement shall not be accumulated from year to year.  
41  
42  
43  
44  
45  
46  
47  
48  
49

1 **Section 9.7. Jury Duty.**  
2

3 **Section 9.7.1.** An employee, who is regularly assigned to ten (10) hours or more of work per week,  
4 who is called to serve on a jury of the Superior Court or of the Federal District Court, shall be excused  
5 from work for the days on which he/she serves. The employee shall be granted his/her regular straight  
6 time earnings and benefits for the time consumed in such services. Any compensation received from  
7 the Court, except transportation, meals, or lodging, shall be paid to the District. Such payment to the  
8 District shall not exceed the employee's normal daily pay for each day of jury duty. An employee  
9 called for jury duty who is temporarily excused from attendance at Court, must report to work at least  
10 one-half (1/2) of his/her normal workday. In order to be eligible for such payment, the employee must  
11 furnish a written statement from the appropriate public official showing the date and time served and  
12 the amount of jury duty pay received.  
13

14 **Section 9.8. Court Actions.**  
15

16 **Section 9.8.1.** When an employee is a witness or defendant, and the action arose out of his/her  
17 employment as determined by the Superintendent, the employee shall be granted full salary and  
18 compensation for the time consumed in such services. Any compensation received from the Court,  
19 except transportation (when not paid by the District), meals, or lodging, shall be paid to the District.  
20

21 If an employee is involved in a court action as a witness or plaintiff against the District, as a defendant  
22 in an action brought against him/her by the District, or involved in other court actions not arising out of  
23 his/her employment as determined by the Superintendent, he/she may apply for absence without pay  
24 for those assigned days he/she will be absent.  
25

26 **Section 9.9. Military Leave**  
27

28 **Section 9.9.1.** Any employee who is a member of the Washington National Guard or of the army,  
29 navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve  
30 or armed forces of the United States shall be entitled to and shall be granted military leave of absence  
31 for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning  
32 October 1<sup>st</sup> and ending the following September 30<sup>th</sup> and under the following conditions:  
33

- 34 1. The employee has given prior notification to his/her immediate supervisor of the date  
35 he/she is to report for military duty.  
36
- 37 2. The employee provides a signed copy of orders requiring his/her participation in military  
38 duty to the Human Resources department prior to leaving, or, when this is not possible,  
39 within five (5) days of returning to work.  
40
- 41 3. The military leave of absence is needed so that the employee may report for active duty,  
42 when called, or take part in active training duty in such manner and at such time as he/she  
43 may be ordered to active duty or active training duty.  
44

45 Such absence shall be in addition to any vacation or illness and injury absence benefits to which the  
46 employee is entitled, if the employee is required to report during his/her regular work assignment.  
47  
48  
49

1 **Section 9.10. Authorized Leave Without Pay.**  
2

3 **Section 9.10.1.** An employee may apply for a leave without pay from the District by application in  
4 writing to the immediate supervisor. Upon recommendation of the immediate supervisor through  
5 administrative channels to the Superintendent, and upon approval of the Board of Education, an  
6 employee may be granted leave without pay for a period not to exceed one (1) year. Approved reasons  
7 for granting leaves are:  
8

- 9 A. Study (related to school employment).  
10 B. Parent (child rearing).  
11 C. Required military service.  
12 D. Service in the United States Peace Corps.  
13 E. Temporary disability.  
14 F. Such other purposes deemed by the administration and the Board to be in the best interests of the  
15 District.  
16

17 A leave shall not be granted for the purpose of working in another job for payment: except in situations  
18 under A, C and D. An employee on approved leave without pay may choose to pay his/her total  
19 insurance premiums in order to continue their insurance coverage.  
20

21 **Section 9.10.1.1. Authorized Leave Without Pay – Industrial Accident Or Industrial Illness.** A  
22 leave of absence requested due to an industrial illness for which the employee is granted workman’s  
23 compensation coverage shall be granted for a period not to exceed (2) years.  
24

25 **Section 9.10.2.** The employee will retain accrued illness and injury benefits, vested vacation credits,  
26 and seniority rights while on leave without pay. However, vacation credits and illness and injury  
27 benefits shall not accrue while the employee is on leave without pay.  
28

29 **Section 9.10.3.** The employee who is on leave may return to work, provided a vacancy exists for  
30 which the employee is qualified. If an employee rejects an offer by the District for reemployment upon  
31 return from leave, said employee shall forfeit seniority and all other accrued benefits; provided that  
32 said position is substantially equal to that held by the employee prior to going on leave status.  
33 Substantially equal shall be within two (2) hours at the same rate, or the same hours within ten percent  
34 (10%) of the hourly rate.  
35

36 **Section 9.10.4.** The employee returning from leave cannot be assured of the same assignment he/she  
37 held at the time such leave was granted. If a reduction in force is in effect at the time the employee  
38 plans to return to employment from leave, said employee shall be subject to the terms and conditions  
39 under Article X, Sections 10.1 through 10.13.  
40

41 **Section 9.10.5.** Any employee on a leave of absence due to an industrial accident or industrial illness  
42 has the right upon return from leave to make application for open positions and will be given  
43 preferential consideration for the same or similar position held prior to the start of the leave.  
44

45 **Section 9.11.** The District will consult with the Association if any major changes are being considered  
46 to the leave-sharing program.  
47  
48  
49

1 **Section 9.12.** Employees shall be eligible and may apply for Federal Family Medical Leave Act  
2 (FMLA) as per the law. The Director of Human Resources may apply the FMLA in absence of a  
3 request for FMLA to qualifying events.  
4

5 **Section 9.13. Personal Leave.** Each employee shall be granted three (3) days of personal leave upon  
6 request per year. Personal leave will be with pay, and will be deducted from sick leave. Personal leave  
7 shall not be used in conjunction with other leaves, holidays, or school vacation periods unless  
8 approved by the supervisor. Personal leave may not be used the first or last week of school.  
9  
10

## 11 **ARTICLE X**

### 12 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

13  
14  
15  
16 **Section 10.1.** Upon completion of the probationary period, seniority of an employee within the  
17 bargaining unit shall be established retroactive to the date on which the employee is hired to fill an  
18 open position on a regularly assigned basis (hereinafter "hire date") unless such seniority shall be lost  
19 as hereinafter provided.  
20

21 **Section 10.2.** Each new hire shall remain in a probationary status for a period of not more than ninety  
22 (90) actual days of work following the hire date. During this probationary period the District may  
23 discharge such employee at its discretion. During the probationary period discharge shall not be  
24 subject to the grievance procedure of this contract. Employees who already have passed probation with  
25 the District, but have taken a new position, shall be subject to a thirty (30) day trial period. During this  
26 trial period the District may reassign an unsuccessful employee back to the previous position if vacant  
27 or place the employee on layoff status.  
28

29 **Section 10.3.** Upon completion of the probationary period, the employee will be subject to all rights  
30 and duties contained in this Agreement retroactive to the hire date.  
31

32 **Section 10.4.** The seniority of an employee shall be lost for the following reasons:  
33

- 34 A. Resignation;
- 35 B. Discharge for justifiable cause;
- 36 C. Retirement.  
37

38 **Section 10.5.** Seniority shall not be lost for the following reasons, without limitation:  
39

- 40 A. Time lost by reason of industrial accident, industrial illness or jury duty absence;
- 41 B. Time on leave granted for the purpose of serving in the Armed Forces of the United States;
- 42 C. Time spent on authorized leaves, not to exceed one (1) year. However, absence benefits shall not  
43 accrue during the leave;
- 44 D. Time spent on layoff status as provided in Section 10.10.  
45  
46  
47  
48  
49

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

2  
3 **Section 10.7.** The employee with the earliest date of hire shall have preferential rights regarding open  
4 posted positions for which they have properly applied when qualifications, ability and performance are  
5 judged by the District to be substantially equal with junior applicants. It is understood by the parties  
6 that these judgments are the responsibility of the District, but may be challenged through the grievance  
7 procedure.

8  
9 **Section 10.7.1.** The employee with the earliest hire date shall have preferential rights regarding layoff,  
10 subject to conditions of Section 10.7 (above).

11  
12 **Section 10.7.2.** If the District determines to bypass a senior applicant, the bypassed employee may  
13 request the reasons for the bypass. Upon receipt of a written request for such reasons from the  
14 employee, the District shall set forth the reasons in writing. The ability, qualifications and performance  
15 of the successful applicant and the bypassed employee shall be discussed in the written response.

16  
17 **Section 10.8.** An employee who transfers or changes departments or classifications within the School  
18 District shall retain seniority in the previous department or classification for one (1) calendar year  
19 although a new hire date is acquired in the new department or classification.

20  
21 **Section 10.9.** The District shall publicize new job openings and vacancies to all employees  
22 represented by the bargaining unit. Such postings shall be made at least five (5) working days prior to  
23 permanently filling the position. A copy of the job posting shall be forwarded to the President of the  
24 Association and to one person designated by the Association at each work site.

25  
26 **Section 10.9.1.** Any open position, whether new or vacant, may be filled by substitutes for the time it  
27 takes to fill the position. The District will make every effort to fill the posted position within thirty (30)  
28 working days of the date of vacancy except positions that become vacant after May 1 for the remainder  
29 of that school year.

30 **Section 10.9.2.** The District will make every effort to indicate on position postings the required  
31 medical procedures for the job when the District has such information in advance.

32  
33 **Section 10.10.** In the event a reduction in force causes an employee to lose two hours or more time,  
34 that employee shall be entitled to bump an employee with less seniority holding a similar position in  
35 the District. No employee may bump to a higher paid position or to gain more time than they  
36 previously had. The District shall have the right to require the employee to bump the least senior  
37 person filling a position of appropriate hours and which the senior employee is qualified to perform.

38  
39 **Section 10.10.1.** In the event of layoff, employees so affected shall be placed on a layoff list for a  
40 period of eighteen (18) months. Employees who desire employment will utilize the District's job  
41 hotline and/or review the job postings on the District web site. Employees on the layoff list shall have  
42 the status of regular employees when applying for jobs.

43  
44 **Section 10.10.2.** The District will attempt to utilize laid off personnel as substitutes whenever  
45 possible, provided the laid off individual so requests in writing to be used as a substitute.

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

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

9  
10 **Section 10.13.** Right to reemployment as provided in Section 10.10 shall be forfeited in the event the  
11 requirements of Section 10.11 and 10.12 are not complied with or if the offer of reemployment is not  
12 responded to within ten (10) working days of personal notification.

13  
14 **Section 10.14.** Notification of layoff shall be in compliance with Section 11.6.

## 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

**ARTICLE XI**

### **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

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

**Section 11.2.** No employee may be terminated for poor job performance unless the employee has  
received two (2) separate warning notices in a twelve (12) month period. Formal written District  
Plan(s) of Improvement may also serve as warning notices, so long as a statement to that effect is  
included in the plan.

Warning notices shall be provided to the Union within ten (10) District business days of the  
conference. This section is not applicable to probationary employees.

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

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

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

9  
10 **Section 11.5.1.** An employee may respond in writing to anything in the personnel file with which the  
11 employee may disagree. These responses also become part of the personnel file. An employee shall  
12 have ten (10) working days to respond in writing to any document presented to him. Documents that  
13 are adverse in nature will not be included in the file without first notifying the employee of such  
14 document.

15  
16 **Section 11.6.** Except in extraordinary cases, the District will give employees two (2) weeks notice of  
17 intention to layoff or discharge. The District will expect the employee to give two (2) weeks notice in  
18 case of resignation.

## 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

**ARTICLE XII**

### **INSURANCE AND RETIREMENT**

26 **Section 12.1.** District insurance plans shall be divided into “Basic Plans” and “Optional Plans”. Basic  
27 plans shall consist of medical, dental, vision, group life and group long-term disability. Each year of  
28 the Agreement these plans will be subject to an annual review conducted by the District and  
29 Association.

31 Optional plans shall consist of salary, cancer, and such other plans that are mutually approved from  
32 year to year. The premium costs for optional plans shall normally be a pay deduction. If the insurance  
33 pool is not fully utilized after paying for all employees’ basic benefits, then the remaining amount shall  
34 be distributed to optional plans.

36 **Section 12.1.1.** In addition to the insurance contribution provided in Section 12.1, the District shall  
37 distribute unused insurance contributions to those employees in the bargaining unit with pay  
38 deductions for basic plans. If contributions remain after such distribution, the remainder shall be  
39 distributed to optional plans. The pool shall be calculated on or before the November payroll period.  
40 Subsequent recalculations shall be made to ensure full utilization of the pool.

42 **Section 12.2.** Insurance benefits will be awarded at the state-funded level, less the cost of the carve-  
43 out. This amount will be pro-rated by the member’s benefit FTE.

1 **Section 12.3. Public Employees' Retirement System.** In determining whether an employee subject  
2 to this Agreement is eligible for participation in the Washington State Public Employees' Retirement  
3 System (PERS), and the Washington State School Employees Retirement System (SERS), the District  
4 shall report all hours worked, whether straight time, overtime, or otherwise.

5  
6 **Section 12.4.** If the District establishes a medical expense reimbursement plan, employees will be  
7 permitted to participate.  
8  
9

## 10 11 **ARTICLE XIII**

### 12 13 **VOCATIONAL TRAINING**

14  
15 **Section 13.1.** For the mutual benefit of employees and the District, the employer may provide funds  
16 for vocational training. The administration shall have the sole right to determine which employees may  
17 attend at District expense. Prior approval must be obtained from the Superintendent or the  
18 Superintendent's designee.  
19

20 **Section 13.2.** Employees will be reimbursed at the regular rate for all hours spent in District approved  
21 training if funded by ESD or occurring during regular work hours.  
22

23 **Section 13.3.** 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

## 28 29 **ARTICLE XIV**

### 30 31 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

32  
33 **Section 14.1.** The association is recognized as the official bargaining representative for all employees  
34 performing work within the unit covered by this Agreement in the District.  
35

36 **Section 14.2.** Each employee subject to this Agreement, shall, as a condition of employment, maintain  
37 membership in the Association in good standing during the period of this Agreement, or shall pay to  
38 the Association through payroll deduction an amount equivalent to "the current agency fee, as  
39 determined by the Association not later than December 1 of each instructional year."  
40

41 **Section 14.3.** At the time of hire, the District will provide new employees with a copy of this  
42 Agreement.  
43

44 **Section 14.4.** The District shall deduct PSE dues from the pay of any employee who authorizes such  
45 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted  
46 to the Treasurer of the Public School Employees of Washington on a monthly basis.  
47  
48  
49

1 **Section 14.5.** Employees opting to pay the agency fee in lieu of membership shall submit a letter to  
2 the Public School Employees of Washington, P.O. Box 798, Auburn, Washington, 98071-0798, with a  
3 copy to the District Human Resources Department by December 1 of each instructional year.  
4  
5  
6

## 7 **ARTICLE XV**

### 8 **GRIEVANCE PROCEDURE**

9  
10  
11 **Section 15.1. Introduction.** In order that there be a process for the settlement of grievances, the  
12 following procedures shall be established.

#### 13 **Section 15.2. Definitions.**

14  
15 **Section 15.2.1. Grievant.** The “grievant” is an employee, a group of employees, or the Association,  
16 who files a grievance.  
17

18 **Section 15.2.2. Grievance.** A “grievance” is an alleged violation of the interpretation and/or  
19 application of the terms of this Contractual Agreement.  
20

21 **Section 15.2.3. Appropriate Supervisor.** The “appropriate supervisor” is the supervisor who is  
22 immediately involved with the alleged grievance at the time it originates.  
23

24 **Section 15.2.4. Days.** “Days” shall mean District business days (Monday through Friday); provided,  
25 however, the parties shall, during the traditional break periods, work constructively to process  
26 grievances as rapidly as possible. Grievants who find themselves in extraordinary circumstances  
27 beyond their control may request a modification of the timelines pursuant to Section 15.3.1.C.  
28

#### 29 **Section 15.3. General Conditions.**

##### 30 **Section 15.3.1. Time Limits.**

- 31  
32  
33 A. If the employer fails to answer within the time limits provided in Section 15.4.1. (Level I), the  
34 grievance may be appealed to the next step.  
35 B. If the grievant fails to appeal within the time limits provided in Section 15.4.3. (Level III), it shall  
36 be deemed as acceptance of the employer’s disposition of the claim.  
37 C. Time limits may be extended by mutual agreement in writing.  
38

##### 39 **Section 15.3.2. Confidentiality.**

- 40  
41 A. All matters pertaining to specific grievances may be confidential information and shall not be  
42 unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance  
43 process.  
44 B. All documents, communications and records dealing with grievances and their disposition shall be  
45 filed separately from the grievant’s personnel file.  
46  
47  
48  
49

1 **Section 15.3.3. An Employee Grievance Filed Independently.** Nothing in the Agreement shall be  
2 construed to prevent any person from presenting and adjusting a grievance directly with the  
3 Superintendent or designee, without intervention of the Association, so long as the resulting  
4 adjustment does not conflict with the terms of this Contractual Agreement between the District and the  
5 Association and is in accordance with and subject to the conditions and limitations provided by law.  
6

7 **Section 15.3.4. Settlement.** Any grievance settled to satisfaction of the grievant at any step of the  
8 formal procedure will be final and binding on the grievant, the Association, the employer, and not  
9 subject to further review.  
10

11 **Section 15.3.5. Grievance Delay and Reinstatement.** A grievance may, by notice in writing to the  
12 Director of Human Resources, be delayed after it is initiated. Before the decision is delivered at any  
13 step of the formal allowance procedure, the aggrieved party may reinstate the grievance within thirty  
14 (30) days after notice to delay received by the Superintendent, but not thereafter. A grievance may be  
15 withdrawn by the aggrieved party at any time.  
16

17 **Section 15.3.6. Individual Complaints.** If an individual employee has a personal complaint which  
18 he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without recourse to  
19 this Grievance Procedure.  
20

21 **Section 15.3.7. Freedom From Reprisal.** There shall be no reprisals of any kind by any party or  
22 parties against any other party or parties for reason of their participation in the Grievance Procedure.  
23 No grievance shall be used as reason in any disciplinary proceeding against the grieving employee or  
24 in any consideration for promotion or recommendation for job placement.  
25

26 **Section 15.3.8. Scope of Non-Grievable Matters.** Excluded from this grievance procedure and  
27 binding arbitration shall be the following:  
28

- 29 A. All matters mandated for judicial review.
- 30 B. The substance of an evaluation as expressed in an evaluation document.
- 31 C. Denied absences to attend approved professional meetings and/or conferences.
- 32 D. Denied personal absences without pay.
- 33 E. Authorized leaves without pay.
- 34 F. Legislative leaves.
- 35 G. Reduction in force with the exception of procedural misapplications.
- 36 H. Adverse warranted reclassifications.
- 37 I. Site reduction or relocation.
- 38 J. Inadvertent errors which were promptly corrected.  
39

40 **Section 15.3.9. Representation and Assistance in Investigation.**  
41

- 42 A. An employee may elect to be represented by the Association at any and all steps of the Grievance  
43 Procedure.
- 44 B. During the course of any investigation by the Association, either to determine whether it will  
45 support a grievant or enable it to represent the grievant effectively, the District shall cooperate with  
46 the organization and furnish it such information germane to the grievance as the Association may  
47 request, if approved by the grievant.  
48  
49

1 **Section 15.4. Processing of Grievances.**

2  
3 **Section 15.4.1. Level 1.** 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 should have known of the alleged occurrence. Within ten (10) business days of receipt of the written  
13 grievance, the Center Director shall meet with the grievant, who may be represented by the  
14 Association, in an effort to resolve the grievance. Grievances related to paycheck errors must be filed  
15 within thirty (30) District business days from the time of the first knowledge by the employee of the  
16 alleged error, but no later than a maximum of ninety (90) District business days from the occurrence.  
17 The Center Director shall deliver a written decision to the grievant within ten (10) District business  
18 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  
21 I, 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 1 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, sick leave, or  
31 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 employee 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.  
41

42 **Section 15.4.4. Level IV – Arbitration.** If the grievant is not satisfied with the disposition of the  
43 grievance at Level III, or if no disposition has been made within the time period provided in Level III  
44 the Association may request that the grievance may be submitted before an impartial arbitrator. Such  
45 request must be stated in writing to the Superintendent within fifteen (15) District business days of  
46 receipt of the decision rendered at Level III or within twenty (20) days of the Human Resources  
47 Director's receipt of the written Level III grievance if no Level III decision is rendered  
48  
49

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

4  
5 If, within ten (10) District business days after receipt for arbitration from the Association, the parties  
6 cannot mutually agree on an arbitrator, then the parties shall request a list of arbitrators be submitted  
7 by the American Arbitration Association. An application form shall be sent according to the voluntary  
8 rules of the Association for a list of seven (7) names. Within ten (10) District business days from  
9 receipt of the list each side shall alternately strike names until one (1) name remains. If the remaining  
10 name is unacceptable to either or both parties, a second list of seven (7) names shall be requested from  
11 the American Arbitration Association. Within ten (10) District business days of receipt of this list, each  
12 side shall alternately strike a name until one remains, and the remaining name shall be the arbitrator.  
13 The parties shall jointly notify the American Arbitration Association. The decision of the arbitrator  
14 shall be final and binding upon both parties.

15  
16 Neither the District nor the Association shall submit any additional allegation(s) or present any  
17 evidence in the arbitration proceeding not previously disclosed to the other party.

18  
19 **Section 15.4.5. Grievance and Arbitration Hearings.** All hearings or conferences pursuant to this  
20 procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all  
21 parties entitled to attend to be present, including any and all witnesses.

22  
23 **Section 15.4.6. Jurisdiction of the Arbitrator.** The arbitrator shall have no power to alter, add to or  
24 subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make  
25 any decision that is contrary to State law or to rules and regulations governing the District having the  
26 force and effect of law.

27  
28 **Section 15.4.7. Arbitration Costs.** The cost for the services of the arbitrator including per diem  
29 expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be  
30 borne by the party deemed by the arbitrator to be non-prevailing on the issues. All other costs will be  
31 borne by the party incurring them.

## 32 33 34 35 **ARTICLE XVI**

### 36 37 **TRANSFER OF PREVIOUS EXPERIENCE**

38  
39 **Section 16.1.** Any newly hired employee who had just previously been employed by any school  
40 district in the State of Washington and is hired to perform work similar to that in which previously  
41 engaged, shall be given longevity credit in the District in accordance with this Article and RCW  
42 28A.400.300.

43  
44 **Section 16.2.** The newly hired employee may be permitted to transfer one (1) year longevity credit for  
45 each full year of applicable prior work experience. Prior work experience shall be evaluated by the  
46 District to determine eligibility.

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

3  
4 **Section 16.4.** In the event that the District has a different system for computing salary placement,  
5 leave benefits, vacation benefits, and other longevity benefits than does the transferring school district,  
6 the employee shall be granted the same longevity benefits as an employee in the District who has  
7 similar occupational status and years of service.

8  
9 **Section 16.5.** Longevity is defined as credit for years of service for purposes of salary placement and  
10 benefits. Seniority is defined as credit for years of service as provided in Article X of this Agreement.  
11

## 12 13 14 **ARTICLE XVII**

### 15 16 **SALARIES AND EMPLOYEE COMPENSATION**

17  
18 **Section 17.1.** Employees shall be compensated in accordance with the provisions of this Agreement  
19 for all hours worked. All compensation practices shall be consistent with the Fair Labor Standards Act.  
20

21 **Section 17.2.** Effective September 1, 2008, all bargaining unit employees shall receive a three and one  
22 half (3.50) percent wage increase for the 2008-2009 contract year. Effective September 1, 2009, all  
23 bargaining unit employees shall receive a one (1.00) percent wage increase for the 2009-2010 contract  
24 year and effective September 1, 2010, all bargaining unit employees shall receive a one half (.50)  
25 percent wage increase for the 2010-2011 contract year.

26  
27 Section 17.2.1 To the extent that the PSESD Head Start Program provides and funds to the District a  
28 cost of living (COLA) increase(s) allocated for wages for District Head Start Program employees, the  
29 increase(s) will be applied to all bargaining unit employees' wage rate for the applicable contract year.  
30 The District will only be obligated to disburse retroactive PSESD Head Start Program provided and  
31 funded COLA wage increase(s) to the start of the contract year in which the funds were received by the  
32 District

33  
34 **Section 17.3.** Throughout the term of this Agreement, eligible employees shall receive incremental  
35 step increases on September 1, provided that they worked more than one-half of the previous school  
36 year. Employees moving to a higher rated category shall be placed on the first step of the new schedule  
37 which reflects an increase over their current rate. Employees changing jobs in mid-year shall be  
38 credited for time worked in both positions for determination of incremental advancement.  
39

40 **Section 17.4.** Retroactive payments shall be paid within sixty (60) days following execution of this  
41 Agreement. Retroactive payments resulting from negotiations pursuant to Section 18.3 shall be paid  
42 within sixty (60) days following execution of an agreement which generates such payments.  
43

44 **Section 17.5.** Employees shall receive their base salary in twelve (12) equal payments.  
45  
46  
47  
48  
49

1 **Section 17.6.** 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 17.7.** 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 11 12 **ARTICLE XVIII**

### 13 14 **TERM AND SEPARABILITY OF PROVISIONS**

15  
16 **Section 18.1.** The term of this Agreement shall be September 1, 2008 through August 31, 2011.  
17

18  
19 **Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement  
20 notwithstanding its execution date, except as provided in the following section.  
21

22 **Section 18.3.** This Agreement may be reopened and modified at any time during its term upon mutual  
23 consent of the parties in writing: provided, however, that this Agreement shall be reopened as  
24 necessary to consider the impact of any legislation enacted following execution of this Agreement  
25 which may arguably affect the terms and conditions herein or create the authority to alter personnel  
26 practices in public employment. In the event the Board and administration decide to implement double  
27 shifting and/or year-round schools, the parties will commence negotiations over the effects of that  
28 decision on the terms and conditions of employment.  
29

30 **Section 18.4.** Should any article, section, or clause of this Agreement be declared illegal by a court of  
31 competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically  
32 deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and  
33 clauses shall remain in full force and effect for the duration of the Agreement if not affected by the  
34 deleted article, section, or clause.  
35

36 **Section 18.5.** In the event that the provisions of Section 18.4 apply to any provision of this  
37 Agreement, such provisions only shall be open for negotiations.  
38

### 39 **Section 18.6. No Strike.**

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

1  
2 **Section 18.6.2.** In the event of a strike, work stoppage, slowdown, picketing, observance of a picket  
3 line, or other restriction of work in any form, either on the basis of individual choice or collective  
4 employee conduct, the Association will immediately, upon notification, attempt to secure an  
5 immediate and orderly return to work of employees under the Association's jurisdiction. This  
6 obligation and the obligations set forth in Section 18.6.1 above shall not be affected or limited by or  
7 subject to the grievance provisions of this Agreement.  
8  
9  
10

## 11 **ARTICLE XIX**

### 12 **EVALUATION**

13  
14  
15 **Section 19.1.** Employees will be evaluated annually on the District evaluation form. Annual written  
16 evaluations will be completed and distributed prior to May 31<sup>st</sup>.  
17

18 Goals, standards, observations, and/or other performance assessment data will be the basis of  
19 evaluation for all bargaining unit employees. If an employee reports to multiple supervisors, teachers,  
20 or programs, the primary evaluator will consider input from all appropriate sources., however, all  
21 evaluations shall be based primarily upon the evaluator's personal observations. Goals and/or  
22 standards to be used as part of the evaluation process will be presented to the employee on or before  
23 January 15. For employees hired on or after January 15, goals and/or standard to be used in their  
24 evaluation will be presented to the employee within ninety (90) days of hire. In the absence of  
25 specialized goals or standards, the information contained in specific written instructions or training  
26 materials provided by a supervisor or program manager, or information, feedback, goals, or standards  
27 presented on the employee's annual evaluation completed at the end of the previous school year will  
28 suffice as evidence of the performance goals or standards, or the notification of a need for  
29 improvement. If the employee desires a conference with the supervisor or evaluator to present or  
30 discuss goals or standards, they must request this meeting on or before January 30<sup>th</sup>.  
31

32 **Section 19.1.1.** Employees with an overall unsatisfactory evaluation in the previous year shall be  
33 evaluated prior to April 30<sup>th</sup>. The District shall have the option of making an additional evaluation in  
34 June.  
35

36 **Section 19.2.** Supervisors will schedule a meeting with all employees receiving unsatisfactory marks  
37 on any section of their annual or probationary evaluations to review the areas of concern and plan for  
38 remediation. For the annual evaluations, this meeting will take place on or before that employee's last  
39 scheduled workday. For probationary evaluations, this meeting will take place on or before the last day  
40 of their probationary period.

41 Other employees may request a meeting in writing to discuss their evaluation. This meeting must be  
42 requested within five (5) working days of the receipt of their evaluation and will be scheduled with the  
43 supervisor within ten (10) working days of the receipt of the request for the meeting.  
44

45 **Section 19.3.** Employees with an overall unsatisfactory evaluation only may appeal the evaluation  
46 with regard to the processes, procedures, and content. All other employees may appeal only the  
47 processes and procedures utilized. The decision and substance of an evaluation is excluded from the  
48 grievance procedure. The employee request for appeal must be done in writing to the Director of  
49 Human Resources within five (5) days of the meeting with their supervisor.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**Section 19.4.** At times other than the annual evaluation, when it is determined that an employee's performance is unsatisfactory, the supervisor will schedule a meeting with the employee to review the information regarding the performance problems and plan for improvement. Employees placed on a plan for improvement will have an opportunity for input into the plan of improvement. Supervisors responsible for working with employees on a plan for improvement will periodically meet with the employee to discuss their overall performance and/or progress regarding the plan of improvement. Upon completion of the plan of improvement, the employee will receive a summary/evaluation of their performance.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

PUBLIC SCHOOL EMPLOYEES OF  
FEDERAL WAY – HEAD START

FEDERAL WAY PUBLIC SCHOOLS  
NO. 210

BY: signed by  
Nikki Lorberau, Chapter President

BY: signed by  
Chuck Christensen, Executive Director  
Human Resources

BY: signed by  
Chuck Nykreim, District Center Director

DATE: October 6, 2008

DATE: October 13, 2008

For the Board of Education  
Signed by  
Signed by  
Signed by  
Signed by  
Signed by

**Federal Way Head Start Salary Schedule**  
Effective September 1, 2008

<i>Bus Monitor-Entry Level</i>										
<i>General Assistant-Entry Level</i>										
<i>Cook-Levels 1 through 3</i>										
<i>Assistant Teacher-Levels 1 through 3</i>		<b>LEVEL</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
High School Diploma/GED	Entry	10.41	10.62	10.83	11.05	11.27	11.49	11.72	11.95	
High School Diploma/GED	1	11.24	11.46	11.69	11.92	12.17	12.41	12.65	12.91	
Any Degree Unrelated to ECE	2	12.18	12.42	12.67	12.92	13.19	13.44	13.71	13.98	
CDA or AA in ECE	3	13.10	13.36	13.62	13.90	14.18	14.46	14.75	15.04	
<i>Teacher-Levels 5 through 7</i>										
<i>Family Support Specialist-Levels 5 through 7</i>										
<i>Family Advocate-Levels 5 through 7</i>		<b>LEVEL</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
AA in field; AA or BA in related field	5	15.51	15.81	16.13	16.47	16.79	17.12	17.47	17.81	
BA in field or related field w/add'l credential	6	17.92	18.10	18.46	18.84	19.21	19.59	19.99	20.39	
MA in field or related field w/add'l credential	7	19.57	19.78	20.17	20.58	20.98	21.39	21.83	22.26	

1  
2  
3  
4  
5  
6  
7