

**CONTRACTUAL AGREEMENT**

**between**

**FEDERAL WAY PUBLIC SCHOOLS,  
DISTRICT # NO. 210**

**and**

**PROFESSIONAL-TECHNICAL EMPLOYEES ASSOCIATION**

**SEPTEMBER 1, 2007 - AUGUST 31, 2010**

## TABLE OF CONTENTS

	<b>Page</b>
TABLE OF CONTENTS	2
DEFINITIONS	3
PREAMBLE, DECLARATION OF PRINCIPLES	4
ARTICLE I                RECOGNITION AND COVERAGE OF AGREEMENT	4
ARTICLE II                RIGHTS OF THE EMPLOYER	5
ARTICLE III                RIGHTS OF EMPLOYEES	5
ARTICLE IV                RIGHTS OF THE ASSOCIATION	6
ARTICLE V                APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	7
ARTICLE VI                ASSOCIATION REPRESENTATION	7
ARTICLE VII                HOURS OF WORK AND OVERTIME	8
ARTICLE VIII                HOLIDAYS AND VACATIONS	10
ARTICLE IX                LEAVES	12
ARTICLE X                PROBATION, SENIORITY AND LAYOFF PROCEDURES	16
ARTICLE XI                OPENINGS WITHIN THE BARGAINING UNIT	18
ARTICLE XII                DISCIPLINE AND DISCHARGE OF EMPLOYEES	19
ARTICLE XIII                INSURANCE AND RETIREMENT	19
ARTICLE XIV                PROFESSIONAL AND VOCATIONAL TRAINING	20
ARTICLE XV                ASSOCIATION MEMBERSHIP AND CHECKOFF	21
ARTICLE XVI                GRIEVANCE PROCEDURE	21
ARTICLE XVII                TRANSFER OF PREVIOUS EXPERIENCE	23
ARTICLE XVIII                SALARIES AND EMPLOYEE COMPENSATION	24
ARTICLE XIX                TERM AND SEPARABILITY OF PROVISIONS	26
ARTICLE XX                NO STRIKE	27
APPENDIX A                GRIEVANCE FORMS	28-30
APPENDIX B                SALARY SCHEDULE	31
APPENDIX C                EVALUATION (Procedure and Form)	32-34
SIGNATURE PAGE	35

## DEFINITIONS

The terms used hereinafter within this Agreement shall be defined as follows:

- EMPLOYER:** Shall mean the Federal Way Public Schools, District # No. 210 and/or the Board of Directors of the Federal Way Public Schools, District # No. 210, or their designee(s).
- EMPLOYEE:** Shall be any person in this bargaining unit represented by Professional-Technical Association.
- ASSOCIATION:** Shall mean the Professional-Technical Employees, and/or the Union Representative.
- DAY OR DAYS:** Shall mean consecutive calendar days unless otherwise specified.
- HOURS WORKED:** Shall mean all hours that an employee is actually performing assigned work and/or when an employee is in a pay status, i.e., authorized absences with pay, paid vacations, paid holidays.
- SENIORITY:** For RIF purposes, per Article X, Section 10.1.  
For vacation purposes, per Article XVII.
- AUTHORIZED ABSENCES:** Shall be that period of time approved by the immediate supervisor for the employee to be off work in a pay status.
- EVALUATION:** Annual or periodic review of the employee's performance.
- WORK WEEK:** A work week is a seven day period of time that begins on Monday every week.

## PREAMBLE

This Agreement is made and entered into between Federal Way Public Schools, District # No. 210 (hereinafter "District") and Federal Way Professional-Technical Employees Association (hereinafter "Association").

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

### 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 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.

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

**Section 1.1** The District hereby recognizes the Association as the exclusive bargaining representative for all permanent classified employees performing work in technical, professional, and supervisory positions whose functional job titles appear in Appendix B.

**Section 1.2** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply confidential relationship to the Board of Education or Superintendent of the District pursuant to RCW 41.56.030 (2).

## 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 management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of the 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, and 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 assignment by which operations undertaken by the employees in the unit are to be conducted.

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

## ARTICLE III

### RIGHTS OF EMPLOYEES

**Section 3.1** It is agreed that the employees shall have the right to join and assist the Association including participation in the management of the Association. The presentation of the views of the Association to the Board of Education of the District or any other governmental body, group, or individual shall be through appropriate channels.

**Section 3.2** Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate official of the District without retaliation.

**Section 3.3** Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided. Either party has the right to take written notes of the discussion.

**Section 3.4** Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for service rendered, to appropriate officials of the Association.

**Section 3.5** Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

**Section 3.6 Personnel File.** Each employee under the jurisdiction of this Agreement shall, upon request, have the right to inspect all contents of his/her own permanent personnel file kept within the District, as well as letters of reference. Upon request, a copy of any document contained therein shall

be afforded the employee at cost. No document that pertains to an employee negatively shall be placed in an employee's permanent personnel file without a reasonable attempt to notify the employee.

## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

**Section 4.1** The Association has the right and responsibility to represent the interest of all employees subject to this Agreement; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted 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 collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

**Section 4.2** The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

**Section 4.3** The District will provide a copy of this Agreement to each employee represented by this bargaining unit. New hires will receive a copy at the time of processing by the Human Resources Department.

**Section 4.4** The Association President shall be notified of job openings which occur when they are under the jurisdiction of the Association prior to the job being posted.

**Section 4.5** The Association President will be notified prior to the posting of any new classified positions in the District.

**Section 4.6** A member of the bargaining unit under the jurisdiction of this Association who has applied for a position and who was not selected shall receive written notification stating that the position has been filled. This written notification will come from the Director of Human Resources or designee within five (5) working days of the position being filled.

**Section 4.7** The District shall allow the Association to use the District's email system for nonpolitical Association business, subject to District guidelines and State regulations.

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

**Section 5.1** It is agreed that the appropriate matters for consultation and negotiations between the District and the Association shall be limited to grievance procedures, wages, hours and working conditions pursuant to RCW 41.56.

## ARTICLE VI

### ASSOCIATION REPRESENTATION

**Section 6.1** The Association will designate a committee of up to three (3) members who will meet with the Director of Human Resources and/or the District's Labor Management Committee on a mutually agreeable basis to discuss appropriate matters.

**Section 6.1.1** When formal meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, formal minutes shall be prepared. The District will arrange for the preparation of such minutes and a draft will be made available to the representatives of the Association for review prior to final preparation. The Association will be furnished copies of the completed minutes.

**Section 6.1.2** Association representatives, when leaving their work to attend meetings called pursuant to Section 6.1, shall make arrangements with their immediate supervisor. The employees will report their return to work to their supervisors.

**Section 6.2** The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances and complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

**Section 6.2.1** Time during working hours will be allowed Association representatives for attendance at meetings and negotiations with the District. Time will also be allowed for representatives to discuss grievances and appropriate matters with members that are directly related to work situations in their area or craft. Association representatives shall contact the immediate supervisors involved to ascertain a mutually agreed upon time to attend the meetings. Association representatives will provide the District with a monthly accounting of time used for such business.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 7.1** All overtime work will be authorized by the supervisor prior to the work being done. Approval of overtime and documentation of overtime will be in accordance with procedures established by the Association and District. This section excludes emergency situations. Emergency situations are conditions that could cause a threat to or loss of life; damage to school property; loss of substantial amounts of money or property; or public embarrassment. The employee and his/her supervisor may agree in writing to pre-approved events or activities that would generate overtime. Each employee will usually be assigned in advance to a definite shift designating beginning and ending times. However, any changes to normal work schedule for other than emergencies or unusual circumstances, the employee will be provided 48 hours advance notice. In the event there is less than 48 hours notice overtime will be paid as follows:

- 1) If total hours work at end of work week exceeds 40 hours, the first half of hours worked on new schedule will be paid at two (2) times. Other hours in excess of 40 hours will be one and one-half (1 1/2) times.
- 2) If total hours worked do not exceed 40 hours, the first half of the new schedule work will be paid at one and one-half (1 1/2) times.
- 3) When the new schedule is worked and individual returns to normal work week schedule, the provision will not apply.

**Section 7.2** When an employee is authorized to work in excess of eight (8) hours per day or in excess of forty (40) hours per work week, the employee shall be compensated for the overtime at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay. The exception shall be if the employee is on, or agrees to, a flexible schedule for the forty (40) hour work week.

When an employee on a less than eight (8) hour per day or forty (40) hours per work week schedule is authorized to work in excess of the employee's scheduled work day or work week, the employee shall be compensated for the excess hours at the employee's regular rate of pay until the employee's excess hours exceed eight (8) hours in a day or forty (40) hours in a work week, at which time the employee will be compensated at the rate of one and one-half (1 1/2) times the employee's rate of pay. The exception shall be if the employee is on or agrees to a flexible schedule for the forty (40) hour work week.

**Section 7.4** Any employee who works seven (7) consecutive days in a work week shall be compensated at the rate of two (2) times the employee's hourly rate of pay for all hours worked on the seventh (7<sup>th</sup>) consecutive day in the work week.

**Section 7.5** Employees who are specifically required by their supervisor to work on a paid holiday as defined in section 8.1 and who perform such work shall be compensated for actual hours worked at two times the employee's hourly rate of pay; plus they will receive full pay for the holiday at their normal hourly rate.

**Section 7.6** Compensatory time shall be defined as "time off" in lieu of overtime payment for those employees who find it necessary to work in excess of their regular forty (40) hour work week. Compensatory time shall be at the rate of one and one-half (1-1/2) times the actual time worked. The

decision to receive overtime pay or compensatory time off rests with the employee. The decision will be made prior to the actual overtime work and will be documented in writing by the employee and supervisor(s).

Compensatory time shall be defined as "time off" in lieu of overtime payment earned.

Compensatory time shall include the following provisions:

1. Can be authorized only by District supervisors who are not members of this bargaining unit.
2. Upon reasonable notice the employee must be allowed to use the compensatory time off.
3. A request for compensatory time off may only be denied for reasons of operational necessity. Upon the denial of the use of compensatory time, the employee and the supervisor will mutually agree to an alternative date.
4. If a supervisor denies the use of compensatory time for operational reasons, the total overtime accrued may be cashed out at the next pay period at the employee's discretion.
5. A maximum of 80 compensatory hours may be accumulated by an employee. No more than 24 consecutive work hours may be taken per occurrence unless mutually agreed upon by the employee and supervisor.
6. Upon termination of employment for any reason, any accrued compensatory time will be paid off at the appropriate hourly rate.
7. Upon request of the employee, the employee's supervisor shall provide an up-to-date computation of accrued compensatory time.

**Section 7.7** For security positions, overtime will first be offered to the person in the position that is generating the overtime. When the overtime work is generic to the entire department, all resources including substitutes and part time employees shall be exhausted before overtime will be offered on a rotational basis within the department.

**Section 7.8 On-call Assignments.** The on-call assignments and compensation will be in accordance with Fair Labor Standards Code of Federal Requirements. Departments that utilize on-call will check with the Director of Human Resources to ensure on call is in accordance with the FLSA.

**Section 7.9** Employees required to work a shift regularly filled by a higher classification employee within the association shall receive compensation at their current step in the higher classification.

**Section 7.10** There shall be at least a thirty (30) minute uninterrupted lunch period on the employee's own time in every regularly scheduled shift of five (5) hours or more, as near the middle of the shift as is practical. The employer shall permit employees to take a rest period of fifteen (15) minutes for every consecutive four (4) hours worked as near the middle of the four (4) hours as practical. However, a rest period will not be authorized for persons working less than four (4) hours. Authorized rest period time will be counted as time worked for which there will be no deduction in wages.

**Section 7.11** Employees required to work through their lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the regular rate, subject to the overtime provisions of section 7.2.

**Section 7.12** For less than 260 day employees only, in the event of an unusual circumstance such as inclement weather, failure of plan operation, etc., which is beyond the control of the District and which would cause school closure, then the District shall make every effort to notify all employees to refrain from coming to work. No employee will be entitled to any compensation in the event the employee reports to work when the District has released a publicly announced bulletin by 6:00 a.m. stating such a circumstance exists. If the District fails to issue a bulletin in the event of school closure and an employee reports to work, then the District will compensate said employee with a minimum of two (2) hours pay at the base rate. A list of radio stations to issue notification of school closure will appear annually in the District Snow Bulletin.

**Section 7.13** In the event the District closes any work facility and as a result denies access to employees under the jurisdiction of the Association, the District shall not be liable for payment of salary or benefits for time not actually worked by said employees.

**Section 7.14** For year round employees, the work year will be 260 days including holidays.

**Section 7.15** The work calendar for year round employees will be developed each year prior to September 1 by the Human Resources Director or designee with input from the Association President or designee.

**Section 7.16** The safety of our staff is a paramount concern in the event of inclement weather. When schools are announced as delayed in opening by one (1) or two (2) hours due to inclement weather, staff will report to work as soon as safety allows and no later than thirty (30) minutes before the rescheduled student time. Staff not working in a school setting will report to work as soon as safety allows and no later than one (1) or (2) hours after the beginning of their normal day.

## **ARTICLE VIII**

### **HOLIDAYS AND VACATIONS**

**Section 8.1 Holidays.** All employees shall receive the following paid holidays that fall within their work year:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday Observance Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day following Thanksgiving Day
10. Day before Christmas

11. Christmas Day
12. Day following Christmas Day

**Section 8.1.1 Unworked Holidays.** Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked both their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An employee who is on a paid leave of absence the day before and the day after a holiday will be given credit for that day as a day worked, for the purposes of qualifying for holiday pay.

**Section 8.2** Full-time employees shall be entitled beginning with the first (1st) through the fifth (5th) year of consecutive employment with the District to fifteen (15) days per year, or an equivalent of 1.25 days per month.

Beginning with the sixth (6th) year of consecutive employment with the District, and thereafter, full-time employees shall be granted twenty (20) vacation days per year, or an equivalent of 1.66 days per month.

Beginning with the fifteenth (15th) year of consecutive employment with the District, and thereafter, full-time employees will be granted twenty-five (25) vacation days per year, or an equivalent of 2.084 days per month.

**Section 8.2.1** Beginning with the first year of employment while under the jurisdiction of this bargaining unit, all persons working less than full time (1.0 F.T.E.) shall be entitled to vacation credits prorated according to their actual F.T.E. assignment.

**Section 8.2.2** Members who work just the school year will have their vacation paid in twelve (12) equal payments.

**Section 8.2.3** Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates for vacation.

**Section 8.2.4** Employees may carry over up to 30 days of accrued vacation from one year to the next.

**Section 8.2.5** If an employee is denied vacation due to District employment needs and would lose the accrued vacation days under Section 8.2.4, the employee shall be compensated for those accrued vacation days.

## ARTICLE IX

### LEAVES

#### **Section 9.1 Sick Leave.**

**Section 9.1.1** Twelve (12) units shall be granted to full-time personnel for absence due to personal illness or injury each year without loss of pay. Persons employed less than a full year shall be allowed a proportionate number of said units. However, all employees will be entitled to a minimum of ten (10) units of illness and injury benefits. Unused units shall accumulate to a maximum of one hundred eighty (180) units. A "unit" of absence shall be defined as the length of the working day in the case of a full-time employee, or the number of regularly assigned hours constituting the daily part-time assignment in the case of a part-time employee.

**Section 9.1.1.1** The District will comply with the illness and injury, annual and retirement cash-out programs now adopted or hereafter amended by the Legislature. Conversion of illness and injury absence units will be allowed only to the extent authorized by the law for such purposes. Should the Legislature revoke any of the benefits under the law, no employee will be entitled to receive those benefits as a contractual right.

**Section 9.1.1.2 Doctor/Dentist.** Illness and injury absence shall be allowed for doctor/dentist appointments that cannot be scheduled during the employee's off-duty hours.

**Section 9.1.1.3** In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries 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.

**Section 9.1.2** Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District as provided for by RCW 28A.58.099.

**Section 9.1.3** Professional Technical employees may participate with District's shared leave program.

**Section 9.1.4** Employees may use sick leave to care for a child of the employee under the age of eighteen (18).

**Section 9.1.5** When no other reasonable options exist, employees may use sick leave to care for a parent, spouse, or child over the age of (18) who is physically unable to care for themselves as certified by the attending physician. Employees cannot use sick leave and the benefits under section 9.2 for the same incident.

**Section 9.2 Bereavement.** Absence for bereavement caused by the death of each member of the immediate or extended family of the employee shall be allowed for the purpose of providing funeral arrangements for deceased members of the family, and for travel and attendance at funerals, as herein provided.

Allowances and reasons for absence shall be as follows:

1. A maximum of five (5) non-cumulative units of absence per occurrence without loss of pay shall be allowed for the above stated purposes caused by the death of an employee's child, spouse, parent, brother, sister, grandchild, mother-in-law, father-in-law, or any member of the employee's household.
2. A maximum of three (3) non-cumulative units of absence per occurrence without loss of pay shall be allowed for the above stated purposes caused by the death of other relatives not listed in section 9.3(1).
3. A maximum of one (1) non-cumulative unit of absence per occurrence without loss of pay shall be allowed for the attendance at funerals of close friends or school associates. Verification of attendance may be required.
4. The District may require evidence or proof of reason(s) and/or need for Bereavement leave.

**Section 9.3 Birth Of An Employee's Child.** A maximum of one (1) non-cumulative unit of absence per birth without loss of pay shall be allowed for the birth of an employee's child.

**Section 9.3.1 Maternity Leave.** Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee and her medical advisor deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

**Section 9.4 Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

**Section 9.5 Emergency Absence.** Each employee shall be entitled to three (3) non-cumulative, days of emergency absence per year for hardships or other pressing needs as may be granted in cases requiring absences during working hours for purposes other than provided in other sections under this article. Emergency absences may be granted to employees under the jurisdiction of this bargaining unit subject to the following conditions and procedures:

1. The situation must be suddenly precipitated or must be of such a nature that pre-planning is not possible, or that such pre-planning could not have eliminated the need for the absence.
2. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
3. The employee must complete an absence report upon his/her return and submit it to his/her immediate supervisor for signature. The immediate supervisor will forward the report to the Business Office.

4. The employee must give notice of such absence to his/her immediate supervisor in advance if possible.
5. Any days taken under this section shall be; a) made up by preauthorized arrangement(s) agreed to by the employee's immediate supervisor, b) deducted from sick leave, or c) unpaid.

**Section 9.6 Personal Absence.** Two (2) days of personal absence per year may be granted without loss of pay to employees under the jurisdiction of this bargaining unit subject to the employee receiving authorization prior to the absence(s) by the immediate supervisor and to the following conditions and procedures:

1. The employee will not be required to state the reasons for the personal leave day on the absence report.
2. Personal absences may not be taken during the first or last week of school.
3. Personal absences after the last day of school and before the first day of the following school year that do not require substitutes may be used to extend other authorized absences, leaves, holidays, or vacations only with the immediate supervisor's prior approval.
4. Only one day of unused Personal Absence leave may be carried forward for use in the following fiscal year. If carried forward, such day must be used or it will be lost.

**Section 9.7 Authorized Leave Without Pay.** An employee may apply for a leave without pay from the District by application in writing to the immediate supervisor. If approved by the immediate supervisor then the employee must submit the written application to Human Resources for consideration. However, leaves may only be granted if arrangements can be made to continue the function and duties performed by the employee requesting the leave with minimum disruption to the department or school. Denials may not be grieved but may be appealed in person to the Director of Human Resources or his/her designee, whose decision shall be final and binding. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Education, an employee may be granted leave without pay for a period not to exceed one (1) year. Reasons for granting leaves may include:

1. Study (related to school employment);
2. Parental (child rearing);
3. Required military service;
4. Service in the United States Peace Corps;
5. Disability; or
6. Such other purposes deemed by the Administration and the Board to be in the best interests of the District and/or employee.

A leave shall not be granted for the purpose of working in another job for payment, nor will the leave be honored by the District if the said employee accepts a position while on leave, with the exception of (1), (3), (4), and (6). Employees on approved leave without pay may choose to pay their total insurance premiums in accordance with COBRA provisions.

**Section 9.7.1** Upon a request by the Association President, the Human Resources Department will provide a list of names of the members of the bargaining unit who have been granted authorized leaves without pay for the current school year.

**Section 9.7.2** The employee will retain accrued illness and injury benefit units, vacation credits, and length of service in the bargaining unit, while on leave without pay. However, vacation credits, illness and injury benefit units, and salary or incremental credits for placement shall not accrue while the employee is on an authorized leave without pay.

**Section 9.7.3** The return of the employee from leave shall be according to the conditions agreed to between the employee, the immediate supervisor, and the Director of Human Resources or designee. Such conditions shall be in writing prior to the beginning of the leave and shall include, but not be limited to, the following. Upon returning from an approved leave, the employee will be entitled to return to his/her former position, subject to Section 9.8.5

**Section 9.7.4** If an employee elects not to return to his/her position, said employee shall forfeit seniority and all other accrued benefits and will be terminated. Those who are eligible and elect to retire at this time will be entitled to accrued benefits in accordance with District policy and the RCW.

**Section 9.7.5** If a reduction in force is in effect at the time the employee plans to return to employment, said employee shall be subject to the terms and conditions under Article X.

**Section 9.7.6** The authorized leave without pay may be renewed for one (1) additional year upon request by the employee and approval by the Director of Human Resources or designee.

**Section 9.8 Military Leave.** Any employee who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup> and under the following conditions:

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

Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled.

Salary for an employee on military leave of absence pursuant to RCW 38.40.060 shall be at the employee's regular rate of pay.

**Section 9.9 Family and Medical Leave Act.** Leave for family and medical care will be granted in accordance with the provisions of the Family and Medical Leave Act (FMLA). It is the District's policy that any accrued vacation days, any family leaves, and any accrued illness and injury leave, must run concurrently with FMLA leave until such leaves are exhausted; provided illness and injury leave can ordinarily be used for the type of FMLA leave in question. If all such leaves are exhausted before the end of the FMLA leave, any remaining FMLA leave shall be unpaid leave.

An employee who plans to take family medical leave must provide the District with a written request at least thirty (30) days in advance. If the family medical leave is not foreseeable, the employee must notify the District no later than the fifth (5<sup>th</sup>) day of absence that a family medical leave is needed and must provide a written request for a family medical leave at that time.

The District may require the employee to provide certification from the employee's health care provider or depending on the circumstances, a family members' health care provider.

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

**Section 10.1** The seniority of an employee within the bargaining unit for RIF purposes shall be the length of employment with the district in any Prof-Tech position(s) only.

**Section 10.2** Each newly hired or reassigned employee shall remain in a probationary status for a period of ninety (90) actually worked days following the date of hire or reassignment. 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 under this Agreement. The probationary period of this Agreement must be completed before an employee can be eligible to apply for a new job opening.

**Section 10.3** In the event the Board determines that a reduction in force is necessary, such a determination will take into consideration budgetary factors and work available, which will be related to the planning of programs, facilities, and staffing of positions necessary to best accomplish the educational objectives of the District. This provision will also cover program reorganization by supervisors other than board decision.

**Section 10.3.1** In the event that the Board determines that employees in job classifications of this bargaining unit will be laid off as a result of a reduction in force, then the Board will retain, lay off and recall such employees on the basis of seniority and the employee's qualifications and skills as needed by the District. For the purposes of placement, employee qualifications and skills will be matched with District requirements for positions as determined by the Administration, according to the current published job descriptions.

- a) When an employee's hours of work is reduced five (5) hours per work week, this will be considered a reduction in force.
- b) In the event of a reduction in force, the RIF employee may bump the least senior employee under the following conditions.

1. The bumping applies only to a related field for which the employee is qualified. The Association President and the Human Resources Director will meet to determine available related positions.
2. Bumping will be determined level by level beginning with the highest level position being eliminated. The lowest senior person at that level will be bumped to the next lowest level, if any. Bumping will then be done at that level and continue for each level going down. If the RIF employee bumps into a lower classification, then the employee will receive the salary of that classification.
3. In no circumstances will bumping cause an employee to gain more work hours or acquire a higher classification, unless mutually agreed between the Association President and the Human Resources Director.

**Section 10.3.2** In the event that the District finds it necessary to institute a reduction in force that would affect members of this Association, there will be a forty-five (45) calendar day written notice to any employee who will be laid off. The Association President will be provided verbal or written notification prior to the member receiving a copy of the forty-five (45) calendar day notice.

**Section 10.3.3** If an individual is laid off, that person's name will be placed on an employment pool recall list according to seniority within the bargaining unit. It is incumbent on the laid off employee to update their application and resume so the District has current information available in case section 11.1 is used. The employee's name shall remain on said list for a period of sixteen (16) months from the date that the employee is laid off.

**Section 10.3.4** An employee on an authorized absence or authorized leave at the time of a reduction in force, will be subject to the layoff and recall provisions of this Agreement as if he/she were actively employed at the time a reduction in force is implemented.

**Section 10.3.5** In addition, to be eligible for recall from the employment pool recall list, employees while on layoff shall notify the Human Resources Department of their current telephone number, address, and must state their intent and availability for re-employment.

**Section 10.3.6** If a person on layoff status is offered by certified letter, a position that is at least equal to the same number of hours, duties, responsibilities and pay as held prior to layoff, and he/she does not accept the position offered within five (5) working days following receipt of the letter, then said person shall be placed at the bottom of the employment pool recall list. Should said person be offered a different position a second (2nd) time by certified letter, and he/she does not accept the position offered within three (3) working days following receipt of the letter, or the employee voluntarily terminates at any time, then said person's name shall be removed from the employment pool recall list. Employees who have been removed from the employment pool recall list may apply for any open position under the jurisdiction of the bargaining unit; however, if re-employed by the District, said employees will lose all previously accrued benefits and seniority with the exception of sick leave and retirement credits.

**Section 10.3.7** A person recalled within the sixteen (16) month period stated in the above section may not necessarily be reinstated in the identical position or functional job classification occupied before the time of layoff. In the event a person returning from layoff is assigned a lower level position the employee will receive the salary of that classification. Recalled employees will retain seniority and accrued illness and injury absence benefit units and placement on the vacation schedule as were

earned at the time of layoff; however, said employee will not receive credit for absence benefit units or vacation credit while on layoff.

**Section 10.3.8** If there is a vacant permanent part-time or full-time position in the District, and there are no qualified persons available to fill the said vacant position, then said position will be posted.

## ARTICLE XI

### OPENINGS WITHIN THE BARGAINING UNIT

**Section 11.1** If there are employees under the jurisdiction of this bargaining unit available for work on the employment pool recall list, the District will not post any open position(s) which fall within the jurisdiction of this bargaining unit. In such cases, said persons will be given first consideration for the open position(s) either according to Article IX (Leaves), or Article X (Probation, Seniority & Layoff Procedures), provided that said persons qualify as determined by the Administration with respect to the possession of skills, ability and training necessary to perform the work required as published in the job description of the open position(s). If there are no qualified persons in the employment pool for the open position(s), then said position shall be posted according to Section 11.3 below. If there is more than one (1) person available to work on the employment pool recall list, the District will hire the best qualified applicant from all candidates applying.

**Section 11.2** With the exceptions of Section 11.1 above, the District will post all open positions for five (5) working days which fall within the jurisdiction of this bargaining unit when they become available.

When a job opening is posted, first consideration shall be given to employees under the jurisdiction of this bargaining unit who are presently employed by the District; however, the District will hire the best qualified candidate from all candidates applying from inside and outside the District.

If there is more than one (1) person who applies for the same posted position under the jurisdiction of this bargaining unit, and each is equally qualified to perform the work as determined by the Administration, then length of service in the District under this bargaining unit shall be the determining factor when filling the position.

**Section 11.3** A member of the bargaining unit under the jurisdiction of this Association who has applied for a position and who was not selected, shall receive written notification stating that the position has been filled. This written notification will come from the Director of Human Resources or designee within five (5) working days of the position being filled. If requested by the employee, the District will discuss the reasons for the selection.

**Section 11.4** Any leave replacement position will be posted as a temporary position with a specified ending date, as determined by the length of the leave. The end date of the leave replacement position may be extended by the request of the HR Director and agreement by the Prof-Tech President. In the event that a temporary employee is hired into a permanent position, they will be treated as a new hire.

## ARTICLE XII

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 12.1** 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 shall be done in a manner which will not embarrass the employee before other employees or the public.

**Section 12.2** The District will give advance notification to an employee about the purpose of a meeting when said meeting will result in a written disciplinary action. This will allow the employee an opportunity to obtain Association representation. If the employee desires to obtain Association representation and said representation is not available, said meeting will be rescheduled to occur no later than two (2) working days from the time the employee is so advised.

**Section 12.3** Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge or 45 calendar days notice for layoff as provided in Section 10.3.2.

## ARTICLE XIII

### INSURANCE AND RETIREMENT

**Section 13.1** Insurance benefits will be awarded at the state-funded level, less the carve out, plus an additional \$38.55 provided by the District. This amount will be pro-rated by the member's benefit FTE and will be provided to the benefit pool.

**Section 13.2** District insurance plans shall be divided into "Basic Plans" and "Optional Plans." Basic Plans shall consist of medical, dental, vision, group long-term disability, and group life insurance. Optional Plans shall consist of salary, cancer, and such other plans as approved by the District. The premium costs for Optional Plans shall normally be a pay deduction. If the benefit pool is not fully utilized after paying for all members' Basic benefits, then the remaining amount shall be distributed to Optional Plans.

**Section 13.3** The District shall provide tort liability coverage for all employees subject to this Agreement.

**Section 13.4** The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

**Section 13.5** The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

**Section 13.6** In accordance with RCW 28A.400.370, the district will provide liability insurance and personal property insurance for employees "while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof." The limits and eligibility for this insurance coverage will be according to District Policy and Procedures.

**Section 13.7** In determining whether an employee subject to this Agreement is eligible for participation in the Washington State School Employee's Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

**Section 13.8** All employees subject to this Agreement shall be entitled to participate in a tax shelter plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

## ARTICLE XIV

### PROFESSIONAL AND VOCATIONAL TRAINING

**Section 14.1** For the mutual benefit of Association employees and the District, the employer may provide funds for additional training. The Administration shall have the sole right to determine which employees may attend at District expense. Prior approval must be obtained from the employee's supervisor, subject to review by the Superintendent.

**Section 14.2** When the Superintendent or designee requests an employee to attend professional or vocational course(s), then said employee shall be paid at his/her regular rate per hour for the number of hours of actual attendance beyond the regular work day.

**Section 14.3** When a supervisor requires an employee to attend training that consists of tuition, books and materials; their cost will be paid by the District. Mileage reimbursement shall be in accordance with District policy and regulations for approved classes. In the event the employee does not successfully complete the training due to negligence, then the employee can be required to reimburse all cost.

**Section 14.4** The District shall not provide funds for training of employees who are deficient in skills required for jobs that they presently hold. However, if an employee has a skill deficiency which is caused by:

1. an involuntary transfer to a new job classification;
2. the introduction and use of technically advanced equipment; or
3. a change in the qualifications and/or duties required in the current job description; and,

if the Superintendent or designee requests the employee to attend vocational course(s) to gain the necessary skills; then Section(s) 14.2 and 14.3 may apply.

**Section 14.5** Professional Development Classes. The District agrees to set aside training dollars that are equivalent to three (3) training days per FTE at the per diem rate to be used for professional development related to their employment as determined by the District. These dollars can be used to pay for registration fees, books, travel, or for time outside of their regularly scheduled work day.

## ARTICLE XV

### ASSOCIATION MEMBERSHIP AND CHECKOFF

**Section 15.1** The Federal Way Professional-Technical Employees Association is recognized as the official bargaining agent for all employees performing work within the unit covered by this contract in the Federal Way Public Schools, District # No. 210 and it is agreed that all employees coming under this contract become members of this Association as a condition of employment after thirty (30) days of employment for new employees and within thirty (30) days of the signing of this contract for present employees, except as provided in Section 15.2.

**Section 15.2** The right of non-association of employees based on a bona fide religious tenet or teaching shall be protected. An employee exercising the right to a bona fide religious objection shall pay an amount of the money equivalent to regular Association dues to a non-religious charity or charitable organization mutually agreed upon by the employee affected and the Prof-tech Association. If this payment is not made through payroll deduction the employee shall furnish written proof to the Association that such payment has been made. If the employee and the Association do not reach agreement on such matter, PERC shall determine if a religious exemption is warranted and shall designate the charitable organization.

**Section 15.3** The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

**Section 15.4 Check-off.** The District shall deduct Association 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 Association Treasurer on a monthly basis. The District shall transmit all representation fees to the designated charity with a copy of such transmittal to the Association Treasurer.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

**Section 16.1 Definition.** A grievance shall be defined as an alleged violation concerning the interpretation or application of any provision of this Agreement.

**Section 16.2 Procedure.**

1. No additional allegation(s) or evidence may be submitted after the grievant has initiated his/her formal written complaint with his/her immediate supervisor.
2. If the employer fails to respond within the time limits provided herein, the grievance may be appealed to the next level.
3. If the grievant fails to initiate the grievance or appeal within the time limits provided herein, the employee shall waive his/her right to grieve and/or appeal.

4. The Association may file a grievance at Level II for concerns affecting the entire group.

### **Section 16.3 Grievance Filing and Hearing Process.**

Prior to filing an official grievance the employee will first attempt to resolve the issue with the immediate supervisor. If the employee feels the alleged occurrence was not properly remedied, the employee may file a grievance via the following process:

1. The employee will have fifteen (15) working days following the date of the alleged occurrence to file a grievance in writing.
2. The grievance will be in writing and forwarded to the Director of Human Resources and the Association President.
3. The grievance will clearly state the nature of the grievance, alleged section(s) of the Agreement that has(have) been violated, and the remedy requested.

#### **Level 1:**

After receipt of the grievance by the Human Resources Director or designee, the immediate supervisor and the employee will meet within ten (10) working days to attempt to resolve the issue. Within five (5) working days following the Level 1 meeting the supervisor will reply in writing to the grievant giving his/her decision. If the grievant is not satisfied with the Level 1 response he/she will have ten (10) working days to appeal the decision to Level 2. The appeal shall consist of a written request to the Director of Human Resources requesting a Level 2 hearing.

#### **Level 2:**

Within fifteen (15) working days of a receipt of a request for a Level 2 hearing an Adjudication Panel will be established and hear the grievance. The panel will consist of two (2) members appointed by the Director of Human Resources or designee, and two (2) members appointed by the Association President or designee.

The duties of the Adjudication Panel are to:

1. Collect information deemed appropriate.
2. Hear the grievance.
3. Collaboratively resolve the grievance including appropriate remedy.

When hearing the grievance, the Panel is not restricted to listening or collecting information from the grievant and the supervisor.

Following their decision, the Adjudication Panel will reply to the grievant in writing within five (5) working days regarding their decision. When the Panel has reached a decision based on a majority vote, the decision and remedy is binding and fully resolves the grievance. When the Panel does not reach a majority vote, the grievant may request a Level 3 hearing.

After receipt of the panel's response, the grievant has ten (10) working days to file a request for a Level 3 hearing. The request shall be made in writing to the Director of Human Resources.

**Level 3:**

The Level 3 grievance process will consist of a review by the Director of Human Resources and the President of the Association within fifteen (15) working days of receiving a request for a level 3 hearing. If the Director and the President reach a mutually agreeable decision, the decision and remedy is binding and fully resolves the grievance. If the grievance is not resolved at Level 3, the grievant may request arbitration.

After receipt of the Level 3 response, the grievant has five (5) working days to file a request for arbitration. The request shall be made in writing to the Director of Human Resources.

Upon receipt of a request for arbitration, the Human Resources Director or designee will contact the Association President or designee to mutually select an arbitrator.

The party that receives the unfavorable decision from the arbitrator will pay the arbitrator's cost.

**Section 16.4** There shall be no reprisals of any kind by any party or parties against any other party or parties for reason of their participation in the Grievance Procedure. No grievance shall be used as a reason in any disciplinary proceeding against the grieving employee, or in any consideration for promotion or recommendation for job placement.

## **ARTICLE XVII**

### **TRANSFER OF PREVIOUS EXPERIENCE**

**Section 17.1** When an employee leaves a school district, education service district, or the Superintendent of Public Instruction's office within the State and commences employment with this District, he/she shall not retain any seniority rights other than longevity. Longevity can be used to determine placement on the salary schedule provided that the experience is in a like position per RCW 28A.400.300.

**Section 17.1.1** If this District has a different system for computing seniority, leave benefits, and other benefits, then the employee shall be granted the same seniority, leave benefits, and other benefits as an employee in the District who has similar occupational status and total years of service.

**Section 17.1.2** Employees who leave and then return to the same or similar position within twelve (12) months will retain their seniority.

## ARTICLE XVIII

### SALARIES AND EMPLOYEE COMPENSATION

**Section 18.1** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each pay check.

**Section 18.1.1** Employees shall receive their annual base salary in twelve (12) equal payments.

**Section 18.1.2** Employees who are hired after the start of the school year will receive their pro-rated annual base salary in equal payments based on how many pay dates are left in the school year.

**Section 18.2 Deduction Services.** The District shall provide for payroll deductions of medical, dental, salary insurance, savings bonds, tax sheltered annuities, credit unions, or other District-approved programs. Such deductions shall be subject to rules and procedures as established by the District.

**Section 18.3** Salaries for employees during the life of this agreement are subject to the salary schedule in Appendix B.

**Section 18.3.1** Salaries contained in Appendix B shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.9, and Article XIX, Section 19.3.

**Section 18.3.2** Any permanent employee who changes jobs positions on the same level shall receive the same step placement on the salary schedule. Any employees who change job positions and move to a higher level shall be placed at the step closest to their current amount of pay (but not less than their current pay) on the new level and will then receive a step increase in recognition of their promotion.

**Section 18.4** For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

**Section 18.5** Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis determined by the current Board approved policy.

**Section 18.6** Employees required to remain overnight on District business shall be reimbursed for travel expenses according to District policy.

**Section 18.7** Employees called back to work after their normal work shift for special circumstances or emergencies shall receive a minimum of two (2) hours pay per call out, plus any additional time worked which might be appropriate. All of this call out time will be paid at the employee's regular straight time rate unless eligible for overtime, double time or compensatory time based on the terms of the contract Article VII, Sections 7.1 and 7.2.

**Section 18.8 Professional Dues.** The District will make available one hundred fifty dollars (\$150.00) each fiscal year pro-rated on an FTE basis for costs attributable to professional association dues and or membership fees.

## **Section 18.9 Salary Schedule**

**Section 18.9.1** The salary schedule in Appendix B shall be utilized for the purpose of placement of new employees and any reclassification.

**Section 18.9.1.1** Appendix B shall be updated and published each year. The district will put a copy of Appendix B on its website and provide the Association with a copy. Any copies of the contract given to new employees will have the current fiscal year salary schedule included.

**Section 18.9.1.2** If a supervisor desires to place a new hire at a step other than Step 1, the supervisor must contact the Director of Human Resources. The Director of Human Resources will contact the Association President. A meeting with the Director of Human Resources or designee, Association President or designee, and supervisor will be held to determine the appropriate step. Supervisors are encouraged to make this request before offering a job to a prospective employee.

**Section 18.9.2** Salary changes may be made through other mutual agreements between the District and Association.

**Section 18.9.3** At a minimum, the Board will provide an annual cost-of-living increase to the extent funded by the Legislature. This cost-of-living increase will be based on the prior year's salary schedule and apply to all levels and steps on the schedule.

**Section 18.10** The evaluation form and process are described in Appendix C of this contract.

**Section 18.11** A classification committee composed of three (3) District representatives and three (3) Association representatives will be formed to evaluate newly created positions, employee request for reclassification, and jobs which have changed substantially. The term "substantially" will be defined by the committee through the use of a job analysis rating system and agreement by all committee members. This committee will be charged with the responsibility of rating new or deemed to be substantially changed positions with respect to the placement/classification on the salary schedule.

## **Section 18.12 Reclassification:**

**Section 18.12.1** During the life of this contract Request for Reclassification will be conducted as follows:

1. A job analysis rating system will be utilized.
2. At the end of the reclassification process three things may occur:
  - a. No change in level.
  - b. Change in level.
  - c. Change in bargaining unit.

**Section 18.12.2** An employee may request a reclassification. He/She will need to provide the current job description along with a written description of the duties or responsibilities that he/she believes warrant a reclassification. An individual may request a reclassification only once every 18 calendar months.

**Section 18.12.3** The immediate supervisor may request that a position be reviewed where the duties and/or responsibilities of said position have changed enough to warrant a job reclassification. The

supervisor will forward to the Director of Human Resources a job description that shows the change in responsibilities. The Director of Human Resources will contact the Association President to assemble a committee to review the request within ninety (90) days.

**Section 18.12.4** In the event a reclassification will cause a person to move to a higher level, this move will be treated as a promotion under Section 18.3.2.

**Section 18.12.5** A reclassification will only occur when there is an increase in responsibilities and not an increase of work of the same duties.

## ARTICLE XIX

### TERM AND SEPARABILITY OF PROVISIONS

**Section 19.1** The term of this Agreement shall be September 1, 2007 to August 31, 2010. This contract will carry over for twelve (12) months only effective the day after expiration unless superseded by a new contract.

**Section 19.2** All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 19.3** This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. In the event the Board and Administration decide to implement double shifting and/or year-round schools, the parties will commence negotiations over the effects of that decision on the terms and conditions of employment. Further, this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

**Section 19.4** If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 19.5** Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

## ARTICLE XX

### NO STRIKE

**Section 20.1** The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

**Section 20.2** In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work of employees under the Association jurisdiction. This obligation and the obligations set forth in Section 20.1 above shall not be affected or limited by or subject to, nor is it subject to the grievance provisions of this Agreement.

**APPENDIX A**

**FEDERAL WAY PUBLIC SCHOOLS, DISTRICT # NO. 210**  
**Grievance Form Level 1**  
**(Type or Print)**

**GRIEVANCE FORM**

A Level 1 grievance must be filed with the Director of Human Resources within fifteen (15) working days following the date of the alleged occurrence.

TO: DIRECTOR OF HUMAN RESOURCES

\_\_\_\_\_

Title

FROM: \_\_\_\_\_

Grievant

\_\_\_\_\_

Position or Title

\_\_\_\_\_

Home Address

\_\_\_\_\_

Home Phone

\_\_\_\_\_

City

\_\_\_\_\_

Zip

\_\_\_\_\_

Work Location

\_\_\_\_\_

Department or Grade

Date grievance occurred: \_\_\_\_\_

Date met with Supervisor prior to filing grievance. \_\_\_\_\_

Specific Article and/or Section of Agreement allegedly violated: \_\_\_\_\_

NATURE OF THE GRIEVANCE AND SPECIFIC EVENT GIVING RISE TO THE GRIEVANCE;

ACTION OR REMEDY REQUESTED;

\_\_\_\_\_

Signature of Grievant

\_\_\_\_\_

Date

Date Grievance Received: \_\_\_\_\_

**APPENDIX A**

**FEDERAL WAY PUBLIC SCHOOLS, DISTRICT # NO. 210**  
**Grievance Form Level 2**  
**(Type or Print)**

**GRIEVANCE FORM**

A Level 2 grievance must be filed with the Director of Human Resources within ten (10) working days of a reply from a Level 1 meeting with the immediate supervisor.

TO: DIRECTOR OF HUMAN RESOURCES

\_\_\_\_\_ Title

FROM: \_\_\_\_\_  
Grievant

\_\_\_\_\_ Position or Title

\_\_\_\_\_ Home Address

\_\_\_\_\_ Home Phone

\_\_\_\_\_ City \_\_\_\_\_ Zip

\_\_\_\_\_ Work Location

\_\_\_\_\_ Department or Grade

Date grievance occurred: \_\_\_\_\_

Level 1 Meeting Date: \_\_\_\_\_

ATTACH A COPY OF THE LEVEL 1 GRIEVANCE

\_\_\_\_\_ Signature of Grievant

\_\_\_\_\_ Date

Date Grievance Received: \_\_\_\_\_

Adjudication Panel Members: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjudication Panel Meeting Date: \_\_\_\_\_

Decision by Adjudication Panel:

FEDERAL WAY PUBLIC SCHOOLS, DISTRICT # NO. 210  
Grievance Form Level 3  
(Type or Print)

TO: Human Resources Director

Date Grievance Received: \_\_\_\_\_

A Level 3 grievance may be requested only if the Adjudication Panel could not reach a majority decision. A Level 3 request must be filed with the Director of Human Resources within ten (10) working days of a reply from the Adjudication Panel

FROM: \_\_\_\_\_  
Grievant

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
City Zip

\_\_\_\_\_  
Work Location

\_\_\_\_\_  
Department or Grade

Attached is a copy of the Adjudication Panel's response.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**APPENDIX B**

**FEDERAL WAY PUBLIC SCHOOLS  
PROFESSIONAL-TECHNICAL EMPLOYEES ASSOCIATION  
SALARY SCHEDULE  
SEPTEMBER 1, 2007 - AUGUST 31, 2008**

*Annual \$ are presented based on a 1.0 FTE position (2080 hours)  
Hrly Rates are figured by Annual/2080 hrs; rounded to 5 decimals*

	Step 1 (1-3 Yrs)	Step 2 (4-6 Yrs)	Step 3 (7-9 Yrs)	Step 4 (10-12 Yrs)	Step 5 (13+ Yrs)
Level B	\$36,059 \$17.33606	\$37,562 \$18.05865	\$39,064 \$18.78077	\$40,567 \$19.50337	\$42,070 \$20.22596
Level C	\$39,064 \$18.78077	\$41,317 \$19.86394	\$43,572 \$20.94808	\$45,826 \$22.03173	\$48,079 \$23.11490
Level D	\$42,070 \$20.22596	\$45,076 \$21.67115	\$48,079 \$23.11490	\$51,084 \$24.55962	\$54,091 \$26.00529
Level E	\$48,079 \$23.11490	\$51,084 \$24.55962	\$54,091 \$26.00529	\$57,094 \$27.44904	\$60,099 \$28.89375
Level F	\$54,091 \$26.00529	\$57,094 \$27.44904	\$60,099 \$28.89375	\$63,106 \$30.33942	\$66,109 \$31.78317

**FY 2007-08 Salary Increases:**

State funded COLA (3.7%) + an additional 0.7% =  
4.4%

**FY 2008-09 Salary Increases:**

State funded COLA (2.8%) + an additional 0.6% =  
3.4%

*\*\*\*2.8% COLA is subject to change as  
a result of 2008 Legislative session*

**FY 2009-10 Salary Increases:**

State funded COLA + an additional 0.6%

*\*\*\*State funded COLA still TBD*

## Appendix C

### EVALUATIONS

1. At any time the supervisor believes that the employee's performance is unsatisfactory, the employee will be given oral or written notice of the deficiencies. If such notice does not result in improved performance, the supervisor will develop a written plan for improvement that identifies areas of deficiency, expected levels of performance, and a timeline for meeting performance expectations
2. Evaluations will be done at least once a year by the Supervisor for their Prof/Tech Employees by August 15th.
3. The employee will sign the evaluation. This signature acknowledges receipt of the evaluation only and does not signify agreement with the evaluation. The Supervisor will then submit the signed evaluation to the Human Resources department by the deadline set by Human Resources.
4. The Supervisor may rate the employee as unsatisfactory in an area of concern and still give an overall rating of satisfactory.
5. If the overall rating of an employee is Unsatisfactory, a plan for improvement must be set up with goals and a designated time frame for review.
6. Normally, any unsatisfactory rating would be preceded by verbal and/or written notice to the employee prior to the evaluation.
7. If the Supervisor fails to turn in an evaluation form, it will be assumed that the employee meets expectations.
8. Employees may file a grievance under Article XVI if they believe the evaluation process was not followed.

**PROF-TECH PERFORMANCE EVALUATION**  
**Federal Way Public Schools**

Name of Employee: \_\_\_\_\_

Position \_\_\_\_\_ Building \_\_\_\_\_

Evaluation Type:     Annual     Probationary

Evaluation Period \_\_\_\_\_ To \_\_\_\_\_

(Goals are optional unless employee is on probation, and has an overall performance rating of Unsatisfactory)

Goal 1 \_\_\_\_\_

Goal 2 \_\_\_\_\_

Goal 3 \_\_\_\_\_

	Exceeds all Expectations	Exceeds most Expectations	Meets Expectations	Does not meet Expectations
<b>Knowledge of Position</b> Comments:				
<b>Quality of Work</b> Comments:				
<b>Quantity of Work</b> Comments:				
<b>Cooperation</b> Comments:				
<b>Teamwork</b> Comments:				
<b>Dependability</b> Comments:				
<b>Adaptability</b> Comments:				
<b>Communications</b> Comments:				
<b>Human Relations</b> Comments:				
<b>Work Attitudes</b> Comments:				
<b>Initiative</b> Comments:				
<b>Meets Deadlines</b> Comments:				
<b>Confidentiality</b> Comments:				
<b>Personal Appearance</b> Comments:				
<b>Safety Consciousness</b> Comments:				
<b>Attendance</b> Comments:				
<b>Punctuality</b> Comments:				

**PROF-TECH PERFORMANCE EVALUATION**  
**Federal Way Public Schools**  
**Page 2**

**Evaluator's Summary Statement**

Specific comments are necessary for any unsatisfactory marks indicated above (attach additional pages, if needed):

Summary Comments:

**I find this employee's overall performance:**

**Exceeds all Expectations**

\_\_\_\_\_  
Evaluator's Signature

**Exceeds most Expectations**

**Meets Expectations**

\_\_\_\_\_  
Date

**Does not meet Expectations**

**Employee's Acknowledges Receipt of this Evaluation**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Employee will submit additional comments to be attached to this Evaluation:    **Yes**     **No**

**SIGNATURE PAGE**

Federal Way Professional-Technical  
Association

Federal Way Public Schools

By: \_\_\_\_\_  
Association President

By: \_\_\_\_\_  
School Board President

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_