

COLLECTIVE BARGAINING AGREEMENT BETWEEN

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

AND

**PUBLIC SCHOOL EMPLOYEES OF**

**FEDERAL WAY PUBLIC SCHOOL DISTRICT**

SEPTEMBER 1, 2007 - AUGUST 31, 2010

**PSE STATE OFFICE**  
P.O. Box 798  
Auburn, Washington 98071-0798  
1.866.820.5652

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1 **Section 1.3.1. Classification Adjustments.** Procedures for classification and compensation  
2 adjustments, other than those addressed in the formal collective bargaining process, will follow District  
3 guidelines; provided, however, that no reclassification or adjustment in compensation shall occur  
4 without consultation with the Union.

5  
6 **Section 1.4. Bargaining Unit.** The bargaining unit to which this Agreement is applicable shall  
7 consist of all classified employees within the following general service departments:

- 8
- 9 • Paraeducators Nutrition Services, which includes Central Kitchen Staff and School  
10 Building Staff.
- 11
- 12 • Transportation Services, which includes Bus Drivers, Bus Assistants and Shop Personnel  
13 and Driver Trainers. For purposes of seniority, each of the employee groups within  
14 Transportation will be treated as a separate service department.
- 15
- 16 • Couriers.
- 17

18 Excluded from this Agreement shall be the following positions: Nutrition Services Director, Assistant  
19 Nutrition Services Director, Nutrition Services Supervisors, Transportation Director, Assistant  
20 Transportation Directors, Transportation Service Manager, Transportation Dispatcher, Transportation  
21 Routes and Schedules Specialist. A substitute shall be defined as an employee who is employed  
22 sporadically on an as-needed basis.

23  
24 **Section 1.4.1.** A temporary employee shall be defined as a person hired in a position which is posted  
25 with a fixed beginning and ending date, not to exceed ninety (90) working days from the date of  
26 employment, and in which there is no reasonable assurance of continued employment. During this  
27 period, the employee will be covered by all the terms and conditions of this Agreement.

28  
29 **Section 1.4.1.1.** Substitute employees are employees hired to replace regular employees who are on  
30 paid leave, or to fill positions which are being posted, or for experimental positions of less than thirty  
31 (30) workdays. Substitute employees working more than thirty (30) workdays in a position meeting  
32 the following conditions are to be included in the bargaining unit, subject to Schedule A and any  
33 sections that specifically include them:

- 34
- 35 A. The position requires at least fifty percent (50%) of the regular employee's primary duties;
- 36 B. The position requires performance at the same level of standards required of the regular  
37 position;
- 38 C. The position requires possession of the required qualifications for the position, i.e. certification,  
39 licensing, or education level;
- 40 D. There is a reasonable expectancy of continued employment by the District during the remainder  
41 of that school year and during the succeeding school year, except where the employment  
42 relationship with the substitute has been expressly terminated.
- 43

44 **Section 1.4.1.1.1.** Substitutes with ten (10) or more years of prior job classification experience shall  
45 be compensated at Step 2 of Schedule A. All other substitutes shall be compensated at Step 1.  
46 Employees whose work experience was earned outside of Federal Way Public Schools shall  
47 successfully serve a 90 days-of-work qualifying period prior to being placed on Step 2 of Schedule A.  
48

1 **Section 1.4.1.1.2.** Employees who begin employment as a substitute employee and complete sixty  
2 (60) days of work within a twelve (12) month period shall be reimbursed for the cost of their  
3 background checks.  
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## 7 **ARTICLE II**

### 8 **RIGHTS OF THE EMPLOYER**

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10  
11 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of  
12 management are vested in the Board of the District. Included in these rights in accordance with and  
13 subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the  
14 work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
15 suspend, discharge, demote or take other disciplinary action against employees; and the right to release  
16 employees from duties because of lack of work or for other legitimate reasons. The District shall  
17 retain the right to maintain efficiency of the District operation by determining the methods, the means,  
18 and the personnel by which such operations are to be conducted.  
19

20 **Section 2.2.** The right to make reasonable rules and regulations shall be considered as acknowledged  
21 functions of the District. In making rules and regulations relating to personnel policies, procedures and  
22 practices, and matters of working conditions, the District shall give due regard and consideration to the  
23 rights of the Union and the employees and to the obligations imposed by this Agreement.  
24  
25  
26

## 27 **ARTICLE III**

### 28 **RIGHTS OF THE EMPLOYEES**

29  
30  
31 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have the right to join and  
32 assist the Union and to, freely and without fear of penalty or reprisal, be protected in the exercise of  
33 this right. The freedom of such employees to assist the Union shall be recognized as extending to  
34 participation in the management of the Union. Officials and members of the Union may present the  
35 views of the Union to the Board of Education of the District or any other governmental body, group, or  
36 individual. The District shall not encourage or discourage membership in the Union.  
37

38 **Section 3.2.** Each employee shall have the right to bring matters of personal concern, related to hours  
39 and working conditions, to the attention of appropriate Union representatives and/or appropriate  
40 District administration officials.  
41

42 **Section 3.3.** An employee may request a conference with his/her supervisor. The employee may  
43 inspect his/her hours of work records in order to ensure that provisions of this Agreement are being  
44 adhered to. A Union representative may be present at any such conference at the employee's request.  
45

46 **Section 3.4.** Neither the District nor the Union will illegally discriminate against any employee  
47 covered by this Agreement.  
48  
49

1 **Section 3.5.** Clear communication is the responsibility of both the employee and the supervisor.

2  
3 **Section 3.5.1.** To the extent possible, transportation employees shall be provided with estimated work  
4 calendars pertaining to prospective routes prior to the day of bidding. If workdays are not disclosed at  
5 the time of bidding, drivers with out-of-District routes may request alterations to their schedules prior  
6 to November 1. Such alterations may result in loss of pay.

7  
8 **Section 3.5.2.** Paraeducators shall be provided with school calendars by August 15 for the upcoming  
9 school year. Such notification does not constitute a personal contract and is subject to change.  
10 Paraeducators shall be specifically informed of their status as “required,” “optional,” or “off” on all  
11 days which certificated staff are working and students are not in attendance. Employees who choose to  
12 attend optional District-sponsored training (e.g. literacy day training) can consult with their supervisor  
13 to determine eligibility for work time, staff development time, or flexible hours.

14  
15 **Section 3.6.** The parties acknowledge that the District is required to maintain a drug and alcohol  
16 testing program for all positions which require a commercial driver’s license (CDL). The District shall  
17 provide information from the applicable Codified Federal Regulations (CFRs) regarding prohibited  
18 drugs and all testing requirements to all CDL holders on an annual basis. The parties agree that the  
19 policies and procedures that existed in the 2000-2001 school year were as appropriate, non-obtrusive,  
20 and convenient as possible within the guidelines of compliance with federal requirements. The impact  
21 of any changes in policy, procedures, or operational practices shall be bargained with the Union. Such  
22 requirements shall not bar the District from taking steps necessary to comply with federal or State  
23 regulations.

24  
25 **Section 3.6.1.** Any “for cause” testing of non-CDL employees shall be done in compliance with  
26 District policy and the operational practices used for CDL employees.

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

**ARTICLE IV**

### **RIGHTS OF THE UNION**

**Section 4.1.** The Union 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 Union 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 Union 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 Union shall be provided copies of names, addresses, phone numbers, Union seniority  
dates, FTE, and assignment locations of all employees under the jurisdiction of this bargaining unit, on  
existing District format after such information is requested. The District shall provide employment  
information regarding newly hired members of the bargaining unit within ten (10) working days of the  
date of hire.

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

5  
6 **Section 4.4.1.** In the event that a District employee is elected to state or zone positions in the Union,  
7 the labor/management committee will meet to determine the additional hours above those provided in  
8 Section 4.4 that may be necessary to fulfill position requirements.

9  
10 **Section 4.5.** The District will distribute a copy of this Agreement to each employee in the bargaining  
11 unit. The Agreement will be printed by the Union. The District will provide each new employee, at  
12 the time of hire, a copy of this Agreement.

13  
14 **Section 4.5.1.** The Union shall have the right to make a fifteen (15) minute presentation to new  
15 employees at the conclusion of the District orientation, provided that space is available. It is  
16 understood that this presentation will be coordinated with Human Resources, and that employees  
17 participating in the presentation under the Section will not be paid for that portion of their time.

18  
19 **Section 4.6.** Members of the Union will be surveyed regarding the development of the school year  
20 calendar. Results of the survey will be given serious consideration prior to the adoption of the  
21 calendar.

22  
23 **Section 4.7.** If, at a site, site-based decision-making is established with members of this bargaining  
24 unit, and the scope of such includes decisions involving the wages, hours, and terms and conditions of  
25 employment of bargaining unit members, the Union will be consulted.

26  
27 **Section 4.8.** Representatives of the Union, upon request to the District, will have access to the District  
28 premises during business hours, providing that no conferences or meetings between employees and  
29 Union representatives will in any way hamper or obstruct the operational necessities, as determined by  
30 the appropriate supervisor.

31  
32 **Section 4.9.** The District shall provide a bulletin board space in each facility in which employees  
33 subject to this Agreement are assigned. The bulletins shall be signed by the Union representative  
34 responsible for the posting. Unsigned notices or bulletins may not be posted. There shall be no other  
35 distribution or posting of literature or pamphlets, political material, advertising, or notices of any kind  
36 by employees or the Union on District property, other than as herein provided.

37  
38 **Section 4.9.1.** The responsibility for the prompt removal of notices from the bulletin boards after they  
39 have served their purpose shall rest with the individual who posted such notices.

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41 **Section 4.9.2.** The School Board and/or District administrative staff shall not assume responsibility or  
42 liability for any notices posted by the Union or its members.

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ARTICLE V

**APPROPRIATE MATTERS FOR CONSULTATION AND REPRESENTATION**

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

**Section 5.2.** It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions not covered by the Agreement. This should not be construed to amend Section 5.1 in any way.

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

ARTICLE VI

**UNION REPRESENTATION**

**Section 6.1. Conference Committee.** There shall be a minimum of four (4) meetings each year between the Union and District's Superintendent and his/her designee to discuss items of mutual interest. The Union's Committee shall consist of four (4) members, to include the President or his/her designee. Other meetings between the Union's Conference Committee and the District may be called on an as-needed basis. It is the goal of the District and the Union to hold regular labor/management meetings for the purpose of maintaining open communication and to strive to resolve problems at the lowest possible level.

**Section 6.2.** Copies of official minutes of Conference Committee meetings held between the parties will be prepared and made available to the Union by the District.

**Section 6.3.** Union representatives, when leaving their work to attend meetings called pursuant to Section 6.1 above, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The said representatives will report to their supervisors when they return to work.

**Section 6.4.** Duly authorized representatives of the Union shall suffer no loss of pay for participating in grievance hearings, negotiations sessions, or Agreement management meetings held during regular working hours, provided such hearings, sessions, or meetings have been scheduled during regular working hours at the request of the Superintendent or his/her designee.

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## ARTICLE VII

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

**Section 7.1.** The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. However, subject to State and federal labor laws pertaining to wages and hours, the District reserves the right to determine the number of hours worked, the length of the workday, workweek, and work year.

**Section 7.1.1.** The Transportation Department will consider creating Job Share situations where a driver or a bus assistant needs to work a reduced or limited number of hours for specific hardship reasons. A position that is capable of being split, as determined by the Director of Transportation, must first exist.

Applications for Job Sharing shall be considered on the following basis:

1. The applicant(s) must identify/demonstrate a specific need for a Job Share. The two individuals who were job sharing at the time the 1998-2001 contract was ratified are exempt from this provision.
2. The Job Share shall be for an identified specific period of time, but must be within a given school year, and for a maximum of only one year at a time.
3. The terms of each Job Share shall be reduced to writing and the Department, the Union, and the Human Resources Department must concur with the terms.
4. The seniority date of a Job Share team shall be based on the seniority date of the least senior member. For all bidding assignments during District Christmas, midwinter and spring break, job share individuals can bid from their own seniority number.
5. A Job Share will be limited to forty (40) combined hours per week unless no other regular employee is available. In the event permanent additional hours are assigned (as provided in Section 7.12.4), benefits will be adjusted accordingly. In the event the Job Share team is dissolved, any time beyond forty (40) hours will be redistributed in accordance with Section 7.13.4.
6. Bidding for permanent midday work by Job Share team members will be allowed. The Department retains the right to attach midday work to contiguous AM or PM runs.
7. Bidding rights for Job Share team members for extra work shall be limited to those times when no other regular driver is available.
8. Unless there is a hardship situation that is known to the Department, the Job Share participants will act as substitutes for each other. They will make substitute arrangements with each other and notify the dispatcher of any changes as early as possible, but not later than one (1) hour prior to bus departure time.

**Section 7.1.2. Job Sharing For Educational Service and Nutrition Services.** The District shall consider applications for job sharing in Nutrition Services and Educational Services.

**Section 7.1.3.** The District shall respond to any Job Share application within fifteen (15) District business days. Employees may appeal any rejected application to the Superintendent or designee whose decision shall be in writing and final.

1 **Section 7.1.4.** Paraeducators will meet with their principal annually, by October 1, or within 30  
2 calendar days of hire, to establish the work calendar and define the expectations for participation in  
3 building and/or district training, student led conference days, and other non-student days.  
4

5 **Section 7.2.** Each employee other than those working in Bus Driver, Bus Assistant or Nutrition  
6 Services positions will be assigned to regular hours during an established workweek by his/her  
7 supervisor. All such hours shall be designated with beginning and ending times. The employee will  
8 be given notification of a change of hours of his/her shift. Such notice shall be one (1) calendar week  
9 prior to the change being made. Said notice may be waived by the employee or the employer when an  
10 exceptional circumstance exists. Nutrition Services employees shall be covered by the provisions of  
11 Bus Driver Section 7.12.9, which provides for alternative notice provisions.  
12

13 **Section 7.2.1.** The first shift shall be the period of time of assigned work that begins between the  
14 hours of 4:30 a.m. and 9:30 a.m., and shall be known as the day shift. Said shift for full-time personnel  
15 shall consist of eight (8) hours of work excluding a thirty (30) minute lunch. Bus Drivers are all  
16 considered to be on the day shift.  
17

18 **Section 7.2.2.** When the District establishes a second eight (8) hour shift, exclusive of lunch, for shop  
19 personnel that immediately follows the first shift, it shall be known as the swing shift. All employees  
20 regularly assigned to work the swing shift shall be paid a thirty cent (\$0.30) per hour differential.  
21

22 **Section 7.2.3.** When the District establishes a third 8-hour shift, exclusive of lunch, for shop personnel  
23 that immediately follows the swing shift, it shall be known as the graveyard shift. All employees  
24 regularly assigned to work the graveyard shift shall be paid a thirty-five cent (\$0.35) per hour  
25 differential.  
26

27 **Section 7.2.4.** Nutrition Services employees shall have the right to notify the Director of Nutrition  
28 Services of their availability to fill unfilled regular or substitute positions on a given day. In filling  
29 such positions, the District will attempt to accommodate Nutrition Services employees who have so  
30 notified the Director of their availability when such adjustments would not unnecessarily disrupt the  
31 department's operation as determined by the Director.  
32

33 **Section 7.2.5. Nutrition Services and Educational Service Department.** In the event that a regular  
34 Nutrition Services or Educational Service Department position increases by less than two (2) hours,  
35 employees at the same work site, within the same program and position, shall be offered the  
36 opportunity to be assigned the increased hours according to seniority status. A monthly report will be  
37 generated and provided to the Union during the school year, reflecting assigned hours per day, by  
38 location and seniority for paraeducators, and by seniority for Nutrition Services.  
39

40 **Section 7.2.5.1.** Extended Learning Opportunity (ELO) assignments shall be made by seniority to  
41 qualified in-building paraeducators on an annual basis. School year assignments expected to run more  
42 than six (6) weeks will be counted as a regular assignment.  
43

44 **Section 7.2.6.** During the months of June, July, and August, the workweek and shift of shop personnel  
45 may consist of four (4) consecutive days of ten (10) hours per day, excluding a thirty (30) minute  
46 uninterrupted lunch period as near the middle of the shift as practicable. Such shifts will also include a  
47 fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest  
48 periods shall occur as near the middle of each half shift as practicable.  
49

1 **Section 7.2.7.** Paraeducators shall be compensated for required tasks performed at the direction of the  
2 principal which are beyond their scheduled hours, e.g. bus duty, preparation of discipline and accident  
3 reports, and other related paperwork. It is understood that paraeducators assigned to direct  
4 instructional duties need to work with their teacher and principal to find reasonable opportunities for  
5 consultation to create a quality program. No paraeducator shall be expected to prepare lesson plans or  
6 consult with teachers on their own time.

7  
8 **Section 7.3.** There shall be a thirty (30) minute uninterrupted lunch period on the employee's own  
9 time for each employee who works a regularly scheduled shift of more than five (5) hours. Said lunch  
10 period shall be as near the middle of the shift as is practicable. No employee shall be required to work  
11 more than five (5) consecutive hours without a lunch period. No employee may be required to accept a  
12 lunch period in excess of thirty (30) minutes. No employee working less than four (4) hours may be  
13 required to accept a lunch period.

14  
15 **Section 7.3.1.** Employees represented by Public School Employees Bargaining Unit are entitled to rest  
16 periods and lunch breaks as listed below:

17  
18 **Rest Periods**

19 Less than three (3) continuous hours worked .....	No rest period
20 At least three (3) but less than six (6) continuous hours worked	One (1) rest period
21 Six (6) to eight (8) continuous hours worked .....	Two (2) rest periods

22  
23 Such fifteen (15) minute rest period(s) shall occur as near the middle of  
24 the shift or half shift as practical. To qualify as “continuous hours  
25 worked” there must be fifteen (15) or less minutes between positions or  
26 work assignments. It is understood that an unpaid lunch period will not be  
27 counted in determining “continuous hours worked.”

28  
29 **Lunch Breaks**

30 More than five (5) continuous hours worked .....A 30-minute uninterrupted lunch  
31 period on the employee’s own time.

32  
33 **Section 7.3.2.** Unpaid lunch periods are the employee's personal time. Employees may leave their  
34 assigned campus during lunch periods provided any signing out procedures are complied with. If an  
35 employee is directed to be on call during an unpaid lunch period, and during the thirty (30) minute  
36 lunch period the employee; **a)** can pursue his or her mealtime adequately and comfortably, **b)** is not  
37 engaged in the performance of any substantial duties, and **c)** does not spend time predominantly for the  
38 District's benefit, the employee who is on call is considered relieved of duty and is not entitled to  
39 compensation.

40  
41 **Section 7.3.3.** Under the current delivery system, Nutrition Services truck drivers assigned to more  
42 than five (5) hours shall be on call during their lunch period and shall be paid for their time.

43  
44 **Section 7.4.** All employees required by their supervisor to work through all or part of their lunch  
45 period will be provided with the remaining balance of their lunch period, plus five (5) minutes at a  
46 time agreed upon by the employee and supervisor. If employees work the entire shift and do not  
47 receive a compensatory lunch period, they shall be paid for any lost lunch period at the appropriate  
48 rate.

1 **Section 7.5.** Generally, no employee shall be assigned to a shift of less than two (2) hours. Employees  
2 in the Educational Service division may be assigned shifts of less than two (2) hours. Paraeducator  
3 positions of less than two (2) hours shall be reviewed annually and may be dissolved at the discretion  
4 of the building administrator at the end of the school year. No position shall be posted with a split shift  
5 unless all employees at the same work site have refused the opportunity to be assigned the increased  
6 hours. The Nutrition Services Department shall be permitted to assign shifts of not less than one (1)  
7 hour for the purpose of serving the breakfast program. Transportation routes shall not be considered  
8 split shifts. The District may offer intermittent pieces of Nutrition Services employment in 15-minute  
9 increments to existing paraeducators who voluntarily wish to accept them.

10  
11 **Section 7.5.1.** An employee who is called back to work on other than his/her regular shift and/or  
12 workday, which is not contiguous with his/her regular shift or workday, shall be paid for each duty  
13 callback at a minimum of two (2) hours pay at his/her regular rate.

14  
15 **Section 7.6.** When an employee works in an assignment that is classified under this Agreement, at a  
16 higher rate of pay, and one that is regularly filled by another person, then said employee shall be  
17 compensated at the higher rate of pay. In the event that the person filling the higher paid position does  
18 not perform satisfactorily at that level of responsibility, the administrator may skip the person on the  
19 seniority list at the next occurrence.

20  
21 **Section 7.6.1.** When employees work additional time or assignments in their own general job  
22 classification, they shall be compensated at no less than their regular rate of pay. Additional time or  
23 assignments will first be offered to employees at the work site. A substitute may be assigned to the  
24 position at the substitute rate when no regular employee is available.

25  
26 **Section 7.7.** In the event of an unusual circumstance such as inclement weather, failure of plant  
27 operation, etc., which is beyond the control of the District and which would cause school closure, then  
28 the District shall make every effort to notify all employees to refrain from coming to work. No  
29 employee will be entitled to any compensation in the event the employee reports to work when such a  
30 circumstance exists, provided the District has either contacted the employee's listed phone number or  
31 released a publicly announced bulletin by 6:00 a.m. or at least one (1) hour prior to the employee's  
32 starting time, whichever time is later. If the District fails to issue a bulletin or make contact with the  
33 employee in the event of school closure and an employee reports to work, then the District will  
34 compensate said employee with a minimum of two (2) hours pay at the base rate. A list of radio  
35 stations, to issue notification of school closure, will appear annually in the District Snow Bulletin.

36  
37 **Section 7.7.1.** Employees who report late for work or leave early due to conditions spelled out in  
38 Section 7.7. will be required to make up the time on a straight-time basis as mutually agreed by the  
39 supervisor and employee. Employees not making up the time will take a salary deduction equal to the  
40 amount of time they have missed.

41  
42 **Section 7.8.** Employees will be notified in advance of meetings called by Directors. Employees will  
43 be paid for such meeting time that occurs during their shift or beyond their regular working hours at  
44 the regular rate, when they are required to attend such meetings.

45  
46 **Section 7.9.** The District will provide coveralls for all shop personnel. Said coveralls will be  
47 laundered, on a weekly basis, by the District.

1 **Section 7.10.** The District will make a reasonable effort to call in a substitute whenever a position is  
2 temporarily vacant due to employee absence and heavy workload requirements exist.

3  
4 **Section 7.10.1.** When the Nutrition Services Department requires an employee to leave his/her normal  
5 work station to report for substitute work at another location on the same work day, the employee shall  
6 receive no less than their regular daily hours and pay rate in addition to compensation for mileage,  
7 which shall be at the standard IRS reimbursement rate.

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9 **Section 7.11.** Runs for Nutrition Services truck drivers and the courier shall be scheduled to include  
10 time each day for the purpose of interior cleanup, washing, fueling, and vehicle pre-trip and post-trip  
11 inspections. Nutrition Services drivers and the courier shall be paid for thirty (30) minutes per day for  
12 safety inspection, warm-up, washing, fueling, and transfer time between the Bus Garage and Central  
13 Kitchen or the mailroom. Such time shall be considered regular daily hours.

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15 **Section 7.12. Bus Driver Provisions.**

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17 **Section 7.12.1.** The Transportation Department will put route(s) together into runs based upon  
18 expected task completion times. Fueling, interior cleanup, pre-trip and post-trip inspections will be  
19 included in the run time. The District may not require employees to accumulate unusable pieces of  
20 paid lay over time. If additional time is needed for fueling and cleaning activities, it may be added to  
21 the run time.

22  
23 **Section 7.12.1.1.** Runs will be set up basically to be comprised of basic education routes, or special  
24 education routes. For the year bid, drivers will be expected to remain in the basic program or the  
25 special program. Midday work and field trips will be open for crossovers. The department retains the  
26 right to attach midday work to contiguous a.m. or p.m. runs, wheelchair runs, Head Start runs and  
27 ECEAP runs.

28  
29 **Section 7.12.1.2.** In even numbered years, Bus Assistants shall bid on Special  
30 Transportation runs prior to drivers bidding. In odd numbered years, Drivers shall bid  
31 first. The names of drivers or Assistants bidding on runs shall be disclosed to the group  
32 bidding second.

33  
34 **Section 7.12.2.** Under normal conditions, the Department will have the runs ready for driver review,  
35 bidding, and/or assignment no later than two (2) weeks prior to the start of school and/or school track.

36  
37 **Section 7.12.3.** If task completion time estimates are incorrect, adjustments will be made when a  
38 correct time can be determined. Corrected times are subject to Section 7.13.

39  
40 **Section 7.12.4.** As additional route(s) or run(s) become available, drivers who can benefit by an  
41 increase in time based on Section 7.13.4 will be polled for availability within twenty (20) working  
42 days. Reasonable reassignments that will maximize allowable paid time on a seniority basis will be  
43 made.

44  
45 **Section 7.12.5.** Bus drivers are to consider their full regular assignment, extra work and  
46 supplementary runs when awarded as their primary responsibility, until otherwise notified by the  
47 Department.

1 **Section 7.12.6.** Any changes in a driver's regular assignment as requested by the Department shall be  
2 considered the driver's regular assignment for the day.

3  
4 **Section 7.12.7.** Unless continuous time conditions exist, there will be a minimum run time of two (2)  
5 hours.

6  
7 **Section 7.12.8.** Salaried personnel and mechanics shall not drive if regular drivers are readily  
8 available as determined by the department. However, an exception will occur if it is necessary to have  
9 a mechanic and/or a supervisor on the route, run, or bid work for safety, repair, or supervision.

10  
11 **Section 7.12.8.1.** The department shall have the right to assign overtime to regular drivers in case of  
12 emergency. An emergency shall be defined as work assignments having less than two (2) hours from  
13 bus departure time for driver assignment. Mechanics and supervisors shall be assigned to transport  
14 students as a last resort.

15  
16 **Section 7.12.9.** Each employee will be assigned to regular hours during an established workweek by  
17 his/her supervisor. All such hours shall be designated with beginning and ending times. Drivers and  
18 Bus Assistants subjected to paid time changes within a shift due to changes in ridership will accept  
19 notices of time increases without notice, and shall receive a three (3) day notice of a time decrease.  
20 When the department has student change information, the District shall determine when it can safely  
21 implement the change.

## 22 23 **Section 7.13. Driver Assignments.**

24  
25 **Section 7.13.1.** Whenever possible, senior drivers shall receive the greatest number of regular  
26 assignment hours through the assignment, bidding or polling procedures, unless they choose to limit  
27 themselves.

28  
29 **Section 7.13.1.1.** Bus drivers who bid to maximize their annual hours at annual bid time, exclusive of  
30 summer hours, shall have their bid hours guaranteed for the duration of the school year. The District  
31 shall have the right to assign fill-ins, standby duty, or vacated routes. The District shall have the right  
32 to assign drivers by reverse seniority. Drivers who are not eligible to select a mid-day shall be  
33 considered "maxed" if they bid on a thirty (30)-hour run to remain eligible for mid-day. This provision  
34 does not preclude the District from implementing layoffs.

35  
36 **Section 7.13.2.** It shall not be the policy of the Department to pay overtime rates on regular or extra  
37 work assignments. Drivers are obligated to manage their forty (40) hour workweek based on  
38 departmental time assignments.

39  
40 **Section 7.13.3.** Regular assignment hours of a driver may be increased or decreased based on service  
41 level demands upon the Department.

42  
43 **Section 7.13.3.1. Voluntary/Involuntary Changes in Punch Times.** A punch time change is an  
44 adjustment that changes your punch times by more than fifteen (15) minutes. A voluntary change is  
45 change offered by seniority and accepted. An involuntary change is an assignment by need of the  
46 department, but not requested by the driver after November polling has closed.

1 **Section 7.13.3.2. November Polling.** Drivers can voluntarily relinquish their assigned routes by  
2 notifying the department in writing by November 9, 2007; November 10, 2008; and November 10,  
3 2009. Only those participating in polling are subject to change. Polled runs will be implemented on  
4 the first working day in December. Routes vacated after annual August bids and before November  
5 polling will be filled temporarily.  
6

7 **Section 7.13.4. Polling After November.** Vacant route(s) and/or run(s) will be reassigned through  
8 the polling procedure as follows:  
9

- 10 A. Mid-day runs shall be offered separately, except for those covered by 7.12.1.1.B. Runs must be  
11 vacated and the time change must be three (3) hours or more per week, except that drivers who  
12 have received an involuntary time change have no time change restrictions.  
13 B. Temporary time changes may or may not be subject to adjustment procedures. Time changes  
14 for twenty (20) workdays or less are considered temporary.  
15

16 **Section 7.14. Bus Driver Seniority.** A drivers' seniority list shall be established for all regularly  
17 employed bus drivers in accordance with Section 10.1. Assignments shall be filled in accordance with  
18 Section 10.7.  
19

20 **Section 7.15. Definitions.**  
21

22 **Section 7.15.1.** Supplementary runs shall be defined as regular routes which occur at times other than  
23 the traditional AM or PM runs. These may include, but are not limited to, midday works such as  
24 kindergarten, preschool, before and after school programs, swim runs and OSC.  
25

26 **Section 7.15.1.1.** Drivers wishing to decline an additional run shall indicate their intentions in writing.  
27 The District shall attempt to accommodate the request, unless complying with the request would place  
28 an undue hardship on the operation. If there are no vacated runs, the driver is expected to drive the  
29 assigned run until a vacated run becomes available to them through Section 7.13.4. Drivers shall be  
30 expected to drive it on a timesheet basis for not more than twenty (20) working days.  
31

32 **Section 7.15.2.** Extra work shall be defined as those driving assignments which are in addition to the  
33 regular assignment and shall include but not be limited to temporary or substitute supplementary runs,  
34 extra routes, runs, or bid work.  
35

36 **Section 7.15.3.** A field trip shall be defined as extra work that occurs on a variable basis; e.g., music,  
37 sports, extracurricular, performing arts, vocational, and extended learning centers. This does not  
38 include any run which is part of a regular assignment.  
39  
40

- 41 A. Drivers unable to fulfill their field trip obligation shall lose their field trip bidding privileges for  
42 the following three (3) bid days, unless the driver provides a written documentation of illness.  
43 Weekend days when trips are scheduled shall count as bid days.  
44

45 **Section 7.15.3.1.** On days when one (1) or more of their schools are not in session, all drivers shall be  
46 permitted to relinquish their regular run to take an extra trip when they can gain two (2) or more hours  
47 of time. Scheduled schools within this provision shall not include schools with modified calendars  
48 (e.g., modified calendars of Truman High School, Sunnycrest Elementary and out-of-District runs).  
49

1 **Section 7.15.4.** Bidding shall be defined as the act of indicating interest in driving regular runs,  
2 supplementary runs, and extra work. The driver will indicate interest by signing the appropriate sign-  
3 up sheet.  
4

5 **Section 7.15.5.** Summer work, with the exception of schools with a modified calendar, shall be  
6 defined as all work available during the summer months that is outside the traditional school year.  
7 Routes for schools on a modified calendar will be identified prior to bidding and on all job postings for  
8 these positions. Drivers assigned to runs with modified calendars during the traditional school year  
9 will be given the opportunity at the initial bid to work the summer portion of these runs before the run  
10 is subject to bid.  
11

12 **Section 7.15.5.1.** Summer work shall be bid separately from school year work. The expected  
13 commitment of drivers to their summer work shall be comparable to the school year, except that  
14 employees may request, not less than three (3) weeks in advance, up to one calendar week, consisting  
15 of consecutive days, of leave without pay.  
16

17 **Section 7.16. Bidding.**  
18

19 **Section 7.16.1.** A driver may bid for work up to a maximum possible straight time of forty (40) hours  
20 per week. Holiday pay and hours worked on Sundays and holidays shall not limit bidding rights, but  
21 drivers may not bid to replace hours of paid or unpaid leave time. Drivers violating the forty (40) hour  
22 limitation may be subject to disciplinary action  
23

24 **Section 7.16.1.1.** All Sunday work shall be offered separately by seniority, unless the bus is not  
25 departing from the compound.  
26

27 **Section 7.16.2.** Bids entered by anyone other than the driver wishing the work will not be honored.  
28 Drivers may bid for a change in paid time only, rather than selection of a different run. Bids may not  
29 be changed once the bid sheet has been pulled.  
30

31 **Section 7.16.3.** Drivers shall not have the option of bidding for work that conflicts with the driver's  
32 regular assignment unless the Department indicates on the field trip sheet that runs or routes will be  
33 covered.  
34

35 **Section 7.16.4.** When supplementary runs are combined, the bus driver with the least seniority shall  
36 be relieved of such run without penalty of bidding rights, however, when such run is voluntarily given  
37 up during the school year, the driver shall drop to the bottom of the seniority list for consideration for  
38 other supplementary runs or extra work which occurs during the same hours of work.  
39

40 **Section 7.16.5.** Management shall not inform any one (1) bus driver of bid work unless all bus drivers  
41 are given equal notification. In such cases, bus drivers shall be called according to seniority until the  
42 assignment is filled. An exception to this shall be in cases of emergency, where posting is not possible  
43 or when no employee has submitted a bid up to the time said bid work is to be awarded.  
44

45 **Section 7.16.5.1.** In the unlikely event the return time on an awarded split field trip is changed and the  
46 change does not constitute an emergency, Dispatch will make every effort to call the awarded driver.  
47 If the driver cannot provide the required transportation, as determined by Dispatch, the awarded driver  
48 will be given the following options: They can give up the field trip time and be allowed to bid on  
49 available trips, or be assigned some additional work. Additional work may include substitute driving,  
50 bus washing, map revisions or other routine driver work.

1 **Section 7.16.5.2.** If an extra trip is cancelled by the District after the driver has reported for the extra  
2 trip, the driver shall receive two (2) hours of pay. The driver must stand-by and be available for  
3 driving assignments during hours of the normal daily District transportation operation (6:30 a.m.  
4 through 5:00 p.m.), but the driver shall not be required to remain on premises after hours to qualify for  
5 compensation.

6  
7 **Section 7.17.** Bus drivers must work their full regular assignment the day before driving on a weekday  
8 field trip or the last regular workday before driving on a weekend and/or student vacation day(s) field  
9 trip to be eligible to take the field trip. Further, field trip eligibility requires that the bus driver must  
10 work at least part of the full regular assignment the day of the trip to qualify unless the trip departure  
11 and return time is in conflict with regular assignment times. The Dispatcher will indicate on the bid  
12 sheet whether the regular assignment will be covered. Time off on this day will be allowed at the  
13 discretion of the Director of Transportation.

14  
15 **Section 7.18.** All driving activities involved in the transport of students and other passengers, in  
16 District owned school buses, are subject to seniority, qualifications, and the following bidding  
17 procedures:

- 18  
19 A. Regular runs and supplementary runs shall be assigned and/or bid as described in Sections 7.12  
20 and 7.13.  
21 B. Bid work shall be awarded on the basis of seniority; provided, however, in the event a driver  
22 bids for an assignment and the Department judges that the employee lacks the qualifications to  
23 perform the assignment, then it is the right and responsibility of the Department to award the  
24 assignment to another driver, and to notify the bypassed driver in writing of the reasons for  
25 bypass within five (5) days, if requested.  
26 C. Bid work shall be posted in weekly units if requests have been received, but no later than  
27 forty-eight (48) hours in advance, except in cases of emergency.  
28 D. All bid work shall show a time posted. Bids shall normally be pulled at 10:30 a.m. and awarded  
29 at 1:30 p.m. on the day prior to the trip, except in case of emergency where such trips shall be  
30 assigned on the day of occurrence. Emergency and non-standard postings shall be noted in a  
31 specific manner. Overnight and Sunday trips shall require two (2) days notification.  
32 E. Bid work shall be awarded at the time shown on the posting. If additional buses are needed at  
33 the time of departure, an effort shall be made to give the additional work to the person with the  
34 next highest seniority who has bid on the sign-up sheet and has no conflicts with previously  
35 awarded work.

36  
37 **Section 7.19.** All extra work shall be compensated at the driver's base hourly rate; provided, however,  
38 the driver shall be subject to the provisions of overtime hereinafter set forth. If there are fifteen (15)  
39 minutes or less between assignments, the driver shall be paid for the fifteen (15) minutes or less at the  
40 base hourly rate. As time permits, the driver will perform assigned duties such as interior cleaning,  
41 exterior washing, fueling and paperwork.

42  
43 **Section 7.20. Single Day and Evening Field Trips.** Bus drivers will be paid for all time spent  
44 driving to and from the destination including waiting time, warm-up, checkout, and running time, and  
45 all necessary loading and unloading time on departure and return. If the bus is left in a dirty or  
46 unusable condition at the conclusion of the trip, necessary cleanup time will also be included. Unless  
47 otherwise instructed, bus drivers are to arrive at the school from which the departure takes place five  
48 (5) minutes before the scheduled departure time. Drivers are to schedule their departure time from the  
49 bus garage to meet this requirement.

1 **Section 7.21. Overnight and Multiple Day Trips.** Requirements shall be the same as single day and  
2 evening trips as stated in Section 7.20 with the exception that they shall be awarded forty-eight (48)  
3 hours in advance.

4  
5 **Section 7.21.1.** Regular drivers who can perform the trip with not more than eight (8) hours of  
6 overtime shall be eligible for overnight or out-of-state trips.

7  
8 **Section 7.22.** On a day spent at the destination, when no driving is required or when less than six (6)  
9 hours of driving time is required, the driver will be paid six (6) hours minimum for that day.

10  
11 **Section 7.23.** Drivers shall be paid for all time required to complete a field trip with the exception of  
12 overnight emergencies, or extended days due to breakdown. If such would occur, the driver shall  
13 receive a minimum of six (6) hours pay, plus room and board expenses (per Section 7.24).

14  
15 **Section 7.24.** When required to stay overnight, the District may advance the employee a reasonable  
16 amount of money to cover the costs of the overnight stay. A bus driver shall be reimbursed for the  
17 actual cost of a standard room in the same facility in which the group being transported will be staying.  
18 Paid receipts for room and board costs will be required for reimbursement and verification of money  
19 spent. Paid receipts for actual food costs will be reimbursed according the District's per diem meal  
20 rate.

21  
22 **Section 7.25. Bus Assistants.**

23  
24 **Section 7.25.1.** Bus Assistants shall generally be subject to the same procedures as Bus Drivers, such  
25 as bidding, in-service training, time keeping, etc.

26  
27 **Section 7.25.2.** Assistants are not covered by provisions for fueling, pre-trip inspection, and cleaning  
28 times.

29  
30 **Section 7.25.3.** It is understood that assignments for Bus Assistants can change on short notice for  
31 legitimate educational purposes. The District shall maintain a list of assistants interested in additional  
32 hours. When temporary opportunities are available, the District shall make a good faith effort to give  
33 priority to senior employees who requested consideration.

34  
35 **Section 7.26. Overtime.**

36  
37 **Section 7.26.1.** All hours worked in excess of forty (40) hours per week shall be compensated at the  
38 rate of one and one-half (1½) times the employee's hourly rate.

39  
40 **Section 7.26.2.** Any employee who works on a Sunday shall be compensated at the rate of twice the  
41 employee's hourly rate.

42  
43 **Section 7.26.3.** Any shop employee who works in excess of forty (40) hours per week and who works  
44 on the sixth (6th) consecutive day of the shortened workweek as provided in Section 8.1.2 shall be  
45 compensated at the rate of twice the employee's hourly rate.

1 **Section 7.26.4. Nutrition Services Special Occasions.** Nutrition Services employees working on  
2 "Special Occasions" shall be paid at the rate of time and one-half (1 ½) for hours worked beyond their  
3 regular schedule. "Special Occasions" shall be identified as catered Nutrition Services utilizing  
4 District kitchen facilities for preparation and/or cleanup.

5  
6 **Section 7.27.** Central Kitchen Nutrition Services employees who are directed by their supervisor to  
7 work at another location outside of Central Kitchen in a single day shall be entitled to an additional  
8 five dollars (\$5.00) per day. Assignment shall be made on a rotational basis from a list of volunteers.  
9 If all volunteers are assigned, the supervisor will make an effort to assign others on a reverse seniority  
10 basis.

11  
12 **Section 7.28.** Any temporary positions at Central Kitchen that are not leave replacement and are  
13 staffed for more than thirty (30) workdays in any forty (40) workday period shall be posted for bid.  
14  
15

## 16 17 **ARTICLE VIII**

### 18 19 **HOLIDAYS AND VACATIONS**

20  
21 The new and revised provisions of Sections 8.2.2. and 8.2.3.1. shall take effect on September 1, 2008.  
22 During the 2007-08 school year, the provisions of the 2004-2007 Collective Bargaining Agreement  
23 shall remain in effect.  
24

25 **Section 8.1. Holidays.** Employees subject to this Agreement shall receive the following paid holidays  
26 which fall within their assigned work years: Any Nutrition Services employee required to work either  
27 of the last two (2) days in August shall be eligible for the Labor Day holiday pay.  
28

- |    |                                  |                                   |
|----|----------------------------------|-----------------------------------|
| 29 | 1. New Year's Day                | 8. Thanksgiving Day               |
| 30 | 2. Martin Luther King's Birthday | 9. Day after Thanksgiving Day     |
| 31 | 3. Presidents' Day               | 10. Day before Christmas          |
| 32 | 4. Memorial Day                  | 11. Christmas Day                 |
| 33 | 5. Independence Day              | 12. Day after Christmas           |
| 34 | 6. Labor Day                     | 13. Day after Day after Christmas |
| 35 | 7. Veterans' Day                 |                                   |

36  
37 **Section 8.1.1. Unworked Holidays.** Employees will be paid for holidays provided they work the  
38 regular work day before and the regular work day after the holiday, or the employee is on an  
39 authorized leave of absence. Emergency school closures will not be counted as a regular work day for  
40 holiday pay criteria.  
41

42 **Section 8.1.2. Worked Holidays.** Employees who are required to work on the above described  
43 holidays shall receive in addition to the pay due them for the holiday, two (2) times their base rate for  
44 all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on  
45 that date.  
46

47 **Section 8.1.3. Holidays During Vacation.** Should a holiday occur while an employee is on vacation,  
48 the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday.  
49

1 **Section 8.1.4.** All employees fulfilling their summer assignments, consistent with driver section  
2 7.15.5.1, who work their last scheduled day before and first scheduled day after July 4, shall be  
3 compensated for the holiday.  
4

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

9 **Section 8.2.1.** The vacation credit for which a twelve (12) month employee shall be entitled shall be  
10 computed in accordance with the following rules.  
11

12 **Section 8.2.1.1.** An employee with less than three (3) years of service will receive fourteen (14) days  
13 vacation per year.  
14

15 **Section 8.2.1.2.** An employee with at least three (3) but less than five (5) years of service will receive  
16 sixteen (16) days paid vacation per year.  
17

18 **Section 8.2.1.3.** An employee with five (5) but less than ten (10) years of service will receive eighteen  
19 (18) days paid vacation per year.  
20

21 **Section 8.2.1.4.** An employee with ten (10) but less than fifteen (15) years of service will receive  
22 twenty (20) days paid vacation per year.  
23

24 **Section 8.2.1.5.** An employee with fifteen (15) years of service or more will receive twenty-four (24)  
25 days paid vacation per year.  
26

27 **Section 8.2.1.6.** Twelve (12) month employees are exempt from the limitations of Section 8.2.3.1.  
28

29 **Section 8.2.2.** All employees working less than twelve (12) months per year shall receive vacation  
30 days as follows:  
31

- 32 Less than five (5) years of service ----- one (1) hour for each twenty-one and one-half (21.5) hours worked.
- 33 After five (5) years of service ----- one (1) hour for each seventeen and one quarter (17.25) hours worked.
- 34 After ten (10) years of service ----- one (1) hour for each fifteen and a one quarter (15.25) hours worked.
- 35 After fifteen (15) years of service ----- one (1) hour for each fourteen (14) hours worked.
- 36 After twenty (20) years of service ----- one (1) hour for each twelve and one-half (12.5) hours worked.  
37

38 **Section 8.2.3.** All hours for which an employee is paid will be counted as hours worked in the  
39 computation of credit, and hours worked at premium rates shall be counted as straight time hours in  
40 such computation.  
41

42 **Section 8.2.3.1.** An employee may use up to five (5) days vacation per school year. Vacations shall  
43 be scheduled at the request of the employee unless such vacation time would disrupt the normal  
44 activities of the District, as determined by the Director, Principal or designee. The District retains the  
45 right to limit the number of staff on vacation per day. Vacation approval must be obtained prior to the  
46 purchase of any travel tickets. Vacations will not be approved the first or last week of school.  
47

- 48 A. Vacation requests will only be accepted for the current school year.
- 49 B. The Director, Principal or designee shall process written vacation requests and provide a  
50 written response within ten (10) District business days of receipt of the request.

- C. Vacation requests will be processed on a first come, first serve basis.
- D. Employees may generate a temporary negative balance with the understanding that unearned vacation will be recovered from future vacation accruals or prior salary accruals. In all instances, balances will be deducted upon termination or during the annual cash-out period.

Denials may not be grieved, but may be appealed to the Human Resources Director or designee whose decision shall be final and binding.

**Section 8.2.4.** A full-time employee who has vacation credit may elect to carry said credit over for one (1) year following the accrual date, provided:

- A. That said vacation credit is currently due but unused by the new accrual date each year; and
- B. The employee has the approval from his/her immediate supervisor and District administrator to carry such credit over for one (1) year; and
- C. No full-time employee shall be denied vacation accrued credits due to the District employment needs.
- D. The maximum accumulated time accrued (carryover plus current year's accrual) shall at no time exceed a total of thirty (30) days.

**Section 8.2.5.** Employees who work less than twelve (12) months per year shall receive payment for accrued vacation credits with their June paycheck, to the extent that such payment is possible, and the remainder, if any, with their July paycheck. Any employee who is discharged or laid-off prior to the end of the school year shall receive payment for accrued credits with his/her final paycheck.

**Section 8.2.6.** Employees who have been employed by other public school districts in the State of Washington shall be given credit for years of service in other districts when considering the rate at which their vacation time accrues, as provided in RCW 28A.400.300(h). Former District employees who return to District employment will also have their prior years of service considered when determining the rate at which their vacation time accrues, as provided in RCW 28A.400.300(I). This section does not pertain to seniority rights or to unused vacation time from previous employments.

## ARTICLE IX

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

The new, deleted, and revised provisions of Sections 9.5, 9.15, 9.15.1 and 9.17 shall take effect on September 1, 2008. During the 2007-08 school year, the Article IX provisions of the 2004-2007 Collective Bargaining Agreement shall remain in effect.

#### **Section 9.1. - 9.10 Authorized Absences.**

**Section 9.1. Illness and Injury Leave.** 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 benefits 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 months the employee is

1 to work during that year. Illness and injury benefits shall be paid on the basis of base hourly rate  
2 applicable to the employee's normal daily work shift; provided, however, that should an employee's  
3 normal daily work shift increase or decrease subsequent to an accumulation of days of illness and  
4 injury benefits, said benefits will be paid in accordance with the employee's normal work shift at the  
5 time the illness and injury absence is taken, and the accumulated benefits will be expended on an  
6 hourly rather than a daily basis. Physician's appointments are considered appropriate use of illness and  
7 injury benefits; provided, however, employees scheduled for work four and one-half (4½) or fewer  
8 hours per day shall schedule routine appointments during non-work hours. Notice of routine  
9 medical/dental appointments shall be given by the employee to the supervisor at least forty-eight (48)  
10 hours in advance.

11  
12 **Section 9.1.1.** All illness and injury benefits will be shown by hours on paychecks. Hours will be  
13 recalculated for an employee when any permanent assignment of fifteen (15) minutes difference per  
14 day occurs.

15  
16 **Section 9.1.2.** A physician's signed statement may be required to support any absence of five (5) or  
17 more consecutive days. The District may request documentation for absences of less than five (5) days  
18 when there is probable cause to suspect abuse.

19  
20 **Section 9.1.3.** The employee may use illness and injury benefits to care for a child of the employee  
21 under the age of eighteen (18) with a health condition that requires the employee's treatment or  
22 supervision.

23  
24 **Section 9.1.4.** Employees may use illness and injury benefits to care for a parent, spouse or child over  
25 the age of eighteen (18) who is physically unable to care for themselves as certified by the attending  
26 physician. Employees electing to use this option shall be ineligible to utilize the benefits in  
27 Section 9.5. for the same illness or injury.

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

36  
37 **Section 9.1.6. Sick Leave Attendance Incentive Program.** The leave and attendance incentive  
38 provisions of RCW 28A.400.210 as currently in effect, and rules and regulations promulgated pursuant  
39 thereto, are by this reference incorporated herein.

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

1 **Section 9.2. Temporary Disability.** Temporary disability shall mean those disabilities caused by  
2 illness, accident, injury, pregnancy, miscarriage, childbirth, and recovery there from, which prevents  
3 an employee from fulfilling his/her work assignment for the District. Illness and injury benefits will be  
4 paid from the employee's accrual for the period of actual disability, contingent upon compliance with  
5 and subject to the limitations contained in the following sections.

6  
7 **Section 9.2.1. Utilization of Accumulated Illness, Injury Benefits For Temporary Disability.**

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

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

16  
17 **Section 9.2.2. Application Procedure For Temporary Disability Benefits.** The employee must  
18 submit a written request to his/her immediate supervisor for temporary disability benefits. The request  
19 should indicate:

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

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

28  
29 **Section 9.2.3.** Payment of illness and injury benefits shall no longer be granted when:

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

34  
35 **Section 9.2.4.** Return From Absence For Temporary Disability. After receiving a physician's written  
36 release to return to work, the employee must provide a copy of the release to the Human Resources  
37 department and report to work as soon thereafter as practical. Arrangements for the timing of the  
38 return shall be approved by the immediate supervisor, but the return shall not be longer than ten (10)  
39 calendar days following the release without the consent of the employee. In most cases the return will  
40 be immediate.

41  
42 **Section 9.2.5.** If an employee is unable to return to work from a temporary disability and has  
43 exhausted all illness and injury benefits, the employee must advise the immediate supervisor and the  
44 Human Resources Department of that fact at that time, and request a leave without pay.

45  
46 **Section 9.3. Temporary Disability - Maternity.** A female employee shall be allowed up to a  
47 maximum of thirty (30) workdays temporary disability associated with the birth of a child. The leave  
48 shall commence at such time as the employee and her medical advisor deem appropriate, and will be  
49 extended upon certification by her physician that the employee is unable to return to work at that time.

1 **Section 9.4. Birth of an Employee's Child.** A maximum of one (1) noncumulative unit of absence  
2 per year without loss of pay shall be allowed for the birth of an employee's child. Such leave must be  
3 used within one (1) week of the birth.  
4

5 **Section 9.5. Serious Illness in the Family.** This Section is deleted effective September 1, 2008.  
6

7 **Section 9.6. Emergency Absence.** Two (2) days of emergency absence shall be deducted from  
8 accumulated illness and injury benefits and may be granted when the following conditions exist:  
9

- 10 A. The problem has been suddenly precipitated, and
  - 11 B. Preplanning was not possible; or
  - 12 C. Preplanning could not have relieved the necessity for the employee's absence; and
  - 13 D. The problem was not of mere convenience, but of a serious and compelling nature.
- 14

15 Applications for consideration for emergency absence must be made to the immediate supervisor.  
16 Application to the supervisor must be made within five (5) working days after return from the absence.  
17

18 **Section 9.7. Bereavement.** Absence without loss of pay for bereavement caused by the death of a  
19 member of the immediate or extended family of the employee shall be allowed for the purpose of  
20 providing funeral arrangements for the deceased member of the family, and for travel and attendance at  
21 funerals, as herein provided.  
22

23 **Section 9.7.1.** Allowances and reasons for absence shall be as follows. Verification may be requested:  
24

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

36 A unit of absence shall be defined as the number of hours in the employee's regular assignment. The  
37 number of units of absence without loss of pay for bereavement shall not be accumulated from year to  
38 year.  
39

40 **Section 9.8. Jury Duty.** An employee, who is regularly assigned to ten (10) hours or more of work  
41 per week, who is called to serve on a jury of the Superior Court or of the Federal District Court, shall  
42 be excused from work for the days on which he/she serves. The employee shall be granted his/her  
43 regular straight time earnings and benefits for the time consumed in such services. In order to be  
44 eligible for such payment, the employee must furnish a written statement from the appropriate public  
45 official showing the date and time served and the amount of jury duty pay received. Any  
46 compensation received from the Court, except transportation, meals, or lodging, shall be paid to the  
47 District. Such payment to the District shall not exceed the employee's normal daily pay for each day of  
48 jury duty. An employee called for jury duty who is temporarily excused from attendance at Court,  
49 must report to work at least one-half (½) of his/her normal workday

1 **Section 9.9. Court Actions. (With Pay).** When an employee is a witness or defendant, and the action  
2 arose out of his/her employment as determined by the Superintendent, the employee shall be granted  
3 full salary and compensation for the time consumed in such services. Any compensation received  
4 from the Court, except transportation (when not paid by the District), meals, or lodging, shall be paid  
5 to the District.

6  
7 **Section 9.10. Military Reserve Training.** Any employee who is a member of the Washington  
8 National Guard or of any branch of the Armed Forces Reserve shall be entitled to and shall be granted  
9 military absence under the following conditions:

- 10  
11 A. Absence shall be for the period covered by military order, not to exceed fifteen (15) days of any  
12 one (1) calendar year; and  
13 B. The employee is required to participate in active training duty as required by the Reserve  
14 Command; and  
15 C. The employee has given prior notification to his/her immediate supervisor of the date he/she is  
16 to report for Reserve duty.  
17 D. The employee provides a signed copy of orders requiring his/her participation to the Human  
18 Resources department prior to leaving.

19  
20 Such absence shall be in addition to any vacation or illness and injury absence benefits to which the  
21 employee is entitled, if the employee is required to report during his/her regular work assignment.  
22 Salary for an employee on military absence for reserve training shall be at the employee's regular rate  
23 (Reference RCW 38.40.060).

24  
25 **Section 9.11. -9.17. Authorized Leave Without Pay.**

26  
27 **Section 9.11. General Guidelines.** An employee may apply for a leave without pay from the District  
28 by application in writing to the immediate supervisor. Upon recommendation of the immediate  
29 supervisor through administrative channels to the Superintendent, and upon approval of the Board of  
30 Education, an employee may be granted leave without pay for a period not to exceed one (1) year.  
31 Approved reasons for granting leaves are:

- 32  
33 A. Study (related to school employment).  
34 B. Parental (child rearing).  
35 C. Required military service.  
36 D. Service in the United States Peace Corps.  
37 E. Temporary disability.  
38 F. Such other purposes deemed by the administration and the Board to be in the best interests of  
39 the District.

40  
41 A leave shall not be granted for the purpose of working in another job for payment, except in situations  
42 under A, C and D. An employee on approved leave without pay who wishes to continue medical  
43 insurance coverage may choose to pay his/her total insurance premiums in order to continue his/her  
44 insurance coverage.

45  
46 **Section 9.11.1. Benefits.** The employee will retain accrued illness and injury benefits, vested vacation  
47 credits, and seniority rights while on leave without pay. However, vacation credits and illness and  
48 injury benefits shall not accrue while the employee is on leave without pay.

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

7  
8 **Section 9.11.3.** The employee returning from leave shall not be assured of return to the same  
9 assignment he/she held at the time the leave was granted, unless a prior agreement signed by the  
10 employee and the principal/supervisor was given to the Union and the Human Resources Department  
11 at the time of leave. When such an agreement is executed, the position shall be filled by a temporary  
12 employee. If the temporary employee was a regular employee, they shall be eligible for DARP upon  
13 the return of the employee on leave. If a reduction in force is in effect at the time the employee plans  
14 to return to employment from leave, said employee shall be subject to the terms and conditions under  
15 Article X, Sections 10.1 through 10.13.

16  
17 **Section 9.12. Authorized Leave Without Pay - Industrial Accident or Industrial Illness.** A leave  
18 of absence requested due to an industrial accident or industrial illness for which the employee is  
19 granted workman's compensation coverage shall be granted for a period not to exceed two (2) years.

20  
21 **Section 9.12.1.** Any employee on a leave of absence due to an industrial accident or industrial illness  
22 has the right upon return from the leave to make application for open positions and will be given  
23 preferential consideration for the same or similar position held prior to the start of the leave.

24  
25 **Section 9.12.2.** Employees on approved L&I claims shall not be required to exhaust their sick leave  
26 and shall have all other rights covered under state or federal regulations, or District policy. Employees  
27 are encouraged to check with the appropriate District manager responsible for L & I claims to clarify  
28 rights and obligations while on L & I leave.

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

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

40 **Section 9.15. Personal Leave.** This Section is deleted effective September 1, 2008.

41  
42 **Section 9.16.** The District will consult with the Union if any major changes are being considered to the  
43 leave-sharing program.

44  
45 **Section 9.17. Short Term Unpaid Leave.** This Section is deleted effective September 1, 2008.

46  
47 **Section 9.17.1.** Short-term unpaid leave status will cause employees to forfeit any paid holidays  
48 immediately before, during, or immediately after such unpaid leave, consistent with Section 8.1.1.

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**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

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

**Section 10.2.** Each new hire shall remain in a probationary status for a period of not more than sixty (60) actual days of work following the hire date. During this probationary period, the District may discharge such employee at its discretion. During the probationary period, discharge shall not be subject to the grievance procedure of this contract. The probationary period must be completed before an employee can be eligible to bid on a new job posting/opening (with the understanding that this does not apply to route polling and bidding in the transportation department). Employees who already have passed probation with the District, but have taken a new position, shall be subject to a thirty (30) day trial period. During this trial period, the District may reassign an unsuccessful employee back to the previous position if vacant or place the employee on layoff status.

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

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

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

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

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

**Section 10.6.** Seniority shall be effective within the job classifications of each service department. As used in this Agreement, job classifications are those set forth in Article I, Section 1.4.

**Section 10.6.1. Educational Department Overload Assignments.** Overload assignments shall be offered to those employees with primary work assignments at the same work site as the overload assignments. Preferential seniority, according to Section 10.7, shall govern in those cases when a senior employee(s) is available and indicates interest in filling the overload assignment(s).

1 **Section 10.7. Preferential Rights and Layoff:** The employee with the earliest date of hire shall have  
2 preferential rights:

- 3 A. Regarding open posted positions for which he/she has properly applied, and
- 4 B. Retention of hours during a layoff or restructuring;

5  
6 provided qualifications, ability, and performance are judged by the District to be substantially equal  
7 with junior applicants. It is understood by the parties that these judgments are the responsibility of the  
8 District, but may be challenged through the grievance procedure.

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

12  
13 **Section 10.7.2.** If the District determines to bypass a senior applicant, the bypassed employee may  
14 request the reasons for the bypass. Upon receipt of a written request for such reasons from the  
15 employee, the District shall set forth the reasons in writing. The ability, qualifications and  
16 performance of the successful applicant and the bypassed employee shall be discussed in the written  
17 response. All employees interviewed for positions, who were not selected, shall be notified within  
18 seven (7) calendar days that they have not been hired.

19  
20 **Section 10.7.3. Displacement and DARP Provisions:** A paraeducator shall be considered displaced  
21 if he/she has been reduced in regular employment hours that cause them to go below the individual  
22 insurance eligibility (currently three hours for dental/vision and four hours for medical) or that resulted  
23 in the loss of more than one hour per day if the paraeducator has four or more years of service. The  
24 building administrator shall have the option to replace the lost time by utilizing available unassigned  
25 hours. When the administrator does not utilize this option, the paraeducator is eligible to participate in  
26 the District Accelerated Reemployment Program (DARP). Additional hours up to 3.75 made available  
27 during the school year can be assigned to staff within the building who are qualified, experienced, and  
28 available. The regular seniority provisions of Section 10.7 and 10.7.2 shall apply to all DARP  
29 placements. Displaced paraeducators shall be automatically enrolled in DARP. Paraeducators who do  
30 not complete the requested DARP paperwork will be counted as only available in their most recent  
31 building and type of position.

32  
33 **Section 10.7.3.1.** Displaced paraeducators who have satisfactory work records and meet the posted  
34 qualifications shall be given preferential consideration over all junior paraeducators for all posted jobs  
35 of equal or lesser hours than what they had.

36  
37 **Section 10.7.3.2.** Any time that there are fifteen (15) or more displaced paraeducators, the Joint Labor  
38 Management Committee (JLMC) shall be convened. The JLMC shall be composed of three union and  
39 three District representatives. The JLMC shall be empowered to assign paraeducators to current  
40 vacant positions of up to thirty (30) minutes more than the hours the paraeducator previously worked.

41  
42 **Section 10.7.3.3.** When the JLMC is convened, the JLMC shall be empowered to offer qualified  
43 displaced paraeducators the position occupied by the least senior District paraeducator in a comparable  
44 position. Comparable positions shall be determined by the majority of the JLMC members and is not  
45 subject to review under the grievance procedure. Paraeducators who decline a comparable position  
46 shall retain their displaced and laid off employee rights under other sections of Article X.  
47 Paraeducators whose positions are reassigned to more senior paraeducators shall be considered  
48 displaced under Section 10.7.3.1.

1 **Section 10.7.3.4.** If an employee on the preferential consideration list declines an offer of a position  
2 that is equivalent to his/her previous position, he/she will be removed from the preferential  
3 consideration list and will forfeit any recall rights per Section 10.4 of the Collective Bargaining  
4 Agreement. Substantially equal shall be within two (2) hours per day at the same rate, or the same  
5 hours within ten percent (10%) of the hourly rate.

6  
7 **Section 10.7.3.5.** Any employee who declines to participate in DARP is covered by the terms of  
8 Sections 10.7.4, 10.7.4.1, 10.7.5, 10.7.6, and 10.7.7. subject to the limitations in Section 10.7.3.2.

9  
10 **Section 10.7.4.** In the event of layoff, employees so affected are to be placed on a reemployment list  
11 maintained by the District according to layoff ranking. Employees shall be placed on the list for a  
12 period of eighteen (18) months. Employees on the layoff list should regularly check the District's  
13 webpage or call the job line to learn of all job openings in their classification. All such employees  
14 shall have the status of a regular employee when applying for jobs.

15  
16 **Section 10.7.4.1.** The District will attempt to utilize laid off personnel as substitutes whenever  
17 possible, provided the laid off individual so requests in writing to be used as a substitute.

18  
19 **Section 10.7.5.** Those on layoff status shall file their addresses in writing with the Human Resources  
20 Department of the District and shall thereafter promptly advise the District in writing of any change of  
21 address.

22  
23 **Section 10.7.6.** An employee on layoff who rejects an offer of reemployment by the District shall  
24 forfeit seniority and all other accrued benefits, provided that position is substantially equal to that held  
25 by the employee prior to layoff. Substantially equal shall be within two (2) hours at the same rate, or  
26 the same hours within ten percent (10%) of the hourly rate.

27  
28 **Section 10.7.7.** Right to reemployment as provided in Section 10.7.4 shall be forfeited in the event the  
29 requirements of Sections 10.7.5 and 10.7.6 are not complied with or if the offer of reemployment is not  
30 responded to within ten (10) working days.

31  
32 **Section 10.8.** An employee who transfers or changes departments or classifications within the School  
33 District shall retain seniority in the previous department or classification for one (1) calendar year  
34 although a new hire date is acquired in the new department or classification.

35  
36 **Section 10.9. Posting of Openings:** The District shall publicize new job openings and vacancies  
37 within the departments represented by the bargaining unit. Such postings shall be made at least five  
38 (5) working days prior to permanently filling the position. A copy of the job posting shall be  
39 forwarded to the President of the Union and to the Union representative of the department having the  
40 new job opening or vacancy.

41  
42 **Section 10.9.1.** Any open position, whether new or vacant, may be filled by substitutes for the time it  
43 takes to fill the position. The District will make every effort to fill the posted position within thirty  
44 (30) working days of the date of vacancy except positions that become vacant after May 1 for the  
45 remainder of that school year.

46  
47 **Section 10.9.2.** The District will make every effort to indicate on position postings the required  
48 medical procedures for the job when the District has such information in advance.

1 **Section 10.9.3.** Qualified laid off employees who have applied for an open position, covered by this  
2 Agreement but outside their previous job classification, shall be given consideration for the position  
3 after current employees and laid off employees in that job classification have been considered.  
4

5 **Section 10.9.4.** Internal employees applying for vacant positions will be considered for vacant  
6 positions prior to the consideration of external applicants.  
7

8 If there are fewer than three (3) qualified senior internal candidates, both will be interviewed. If there  
9 are three (3) or more qualified internal candidates, the principal or supervisor may elect to initially  
10 interview only two (2) qualified candidates.  
11

12 Subject to applicable State and federal law, the District will continue to support the goal of recruiting  
13 and maintaining a diversified workforce.  
14  
15  
16

## 17 **ARTICLE XI**

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

19  
20  
21 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable  
22 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure  
23 hereinafter provided. If the District has reason to reprimand an employee, it will be done  
24 confidentially unless circumstances do not permit such consideration.  
25

26 **Section 11.1.1.** No employee may be terminated for poor job performance unless the employee has  
27 received two (2) separate warning notices in a twelve (12) month period. Formal written improvement  
28 plans may also serve as warning notices, so long as a statement to that effect is included in the plan.  
29

30 Warning notices shall be provided to the Union within ten (10) District business days of the  
31 conference.  
32

33 **Section 11.2.** Nothing contained herein shall be construed to prevent the District from discharging an  
34 employee for acts of misconduct occurring during non-work hours.  
35

36 **Section 11.3.** If an employee receives a written communication from a representative of the District or  
37 immediate supervisor that indicates deficiencies requiring improvement, then said employee shall be  
38 entitled to have a representative of the Union or its designee at subsequent meetings with the  
39 immediate supervisor or representative of the District.  
40

41 **Section 11.4.** Meetings between the employee and District shall occur at times set by the District  
42 which shall be mutually as convenient as possible.  
43

44 **Section 11.5.** The District personnel file shall be maintained in the Human Resources Department.  
45 The employee shall have the right to inspect his/her file upon scheduled appointment. The employee  
46 may have representation at such time. Upon request, the employee may receive a copy of all  
47 documents maintained in the file. The cost of any reproduction will be borne by the employee. The  
48 employee may make an appointment to make an inventory of the file and have it signed and dated by a  
49 representative of the District. The employee may add written items relevant to job performance (e.g.,

1 thank you notes). The basis of any disciplinary action taken against an employee shall be limited to  
2 information shared with the employee prior to the disciplinary action being imposed.

3  
4 **Section 11.5.1.** Employees may make a request in writing to the Director of Human Resources that  
5 negative material be removed from their personnel file after twenty-four (24) months. Such requests  
6 will be considered on a case-by-case basis by the District in regularly scheduled labor/management  
7 meetings. The decision of the Director of Human Resources will be final.

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

## 12 13 14 15 **ARTICLE XII**

### 16 **INSURANCE AND RETIREMENT**

17  
18 **Section 12.1.** The District shall provide the maximum amount provided by the State per FTE for  
19 mutually approved insurance plans. For insurance purposes only, it is understood that an FTE is based  
20 upon 1,440 regularly scheduled hours plus holiday hours and vacation hours. Premiums shall be the  
21 first deduction from the employee's monthly benefit. The District shall deduct the cost of the carve-out  
22 to the State from the maximum amount. The District shall retain the right to continue an amount in  
23 excess of the guarantees in this section at its sole and exclusive option.

24  
25  
26 District insurance plans shall be divided into "Basic Plans" and "Optional Plans." Basic plans shall  
27 consist of medical, dental, vision, group life and group long-term disability with the unit voting  
28 whether or not to implement long-term disability as a separate vote during the ratification process.  
29 Each year of the Agreement these plans will be subject to an annual review conducted by the District  
30 and Union.

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

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

42  
43 **Section 12.1.2.** The District shall contribute an additional two (2) thousand dollars per month to the  
44 insurance pool.

45  
46 **Section 12.2.** In the event the Legislature authorizes and funds an increase for employer paid  
47 insurance contributions during the term of this Contractual Agreement, the District will adjust its  
48 monthly contributions per FTE accordingly.

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

5  
6 **Section 12.4.** Employees may participate in the District's expense reimbursement plan (Section 125).

7  
8 **Section 12.5.** In accordance with RCW 28A.400.370, the District will provide liability insurance and  
9 personal property insurance for employees "while engaged in the maintenance of order and discipline  
10 and the protection of school personnel and students and the property thereof." The limits and  
11 eligibility for this insurance coverage will be according to District Policy and Procedures.  
12  
13  
14

## 15 ARTICLE XIII

### 16 **STAFF DEVELOPMENT**

17  
18 **Section 13.1.** The District shall provide appropriate training opportunities (as determined by the  
19 District) for all employees.  
20

21  
22 **Section 13.1.1.** All classes and training with prior approval which are required by the District as a  
23 condition of continued employment in the same position shall be considered regular hours of work.  
24

25 **Section 13.1.2.** Seniority preference consistent with Section 10.7 shall be applied to training  
26 opportunities with limited slots. Exceptions to this would include unique, extenuating circumstances  
27 of program or personnel needs.  
28

29 **Section 13.2.** The District will guarantee, as a minimum, an equivalent of three (3) days of the  
30 employee's regularly scheduled shift which is on record as of the November payroll for staff  
31 development. Employees hired after November 15 shall have their regularly scheduled shift defined  
32 by their schedule as of the date of hire for the remainder of that year. Employees hired after  
33 November 15 shall have the number of staff development hours pro-rated to reflect the proportion of  
34 the work year remaining. The District shall annually establish a uniform cutoff date for completion of  
35 staff development hours that are applicable to be paid based on a given school year's minimum  
36 guarantee for such hours. Any staff development hours completed after this date will be considered for  
37 credit toward the subsequent school year.  
38

39 The Union has the right to make suggestions to the District as to the training and staff development  
40 needs members have regarding the performance of their duties.  
41

42 **Section 13.3.** Employees will be reimbursed at the base hourly rate for all hours spent in District  
43 approved training if such training occurs at times other than regularly scheduled work shifts, otherwise  
44 employees shall be compensated at base hourly rate. Approved training hours as provided in Sections  
45 13.5.4 and 13.5.5 will be compensated  
46  
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1 **Section 13.4.** When the delivery of services of a paraeducator to a medically fragile student are  
2 contemplated, the District will make every effort to involve the employee in preliminary meetings.  
3 Employees who provide service to medically fragile students may express their concerns to their  
4 immediate supervisor and request in-service training to help perform required services. If, after  
5 reasonable attempts at training and consultation, the employee seeks a different position through the  
6 application process, the employee's application or selection will be considered without prejudice as to  
7 why the employee is leaving the current position.

8  
9 **Section 13.5. Paraeducator Competency Criteria**

10  
11 **Section 13.5.1.** Paraeducators shall present evidence of skills and knowledge necessary to meet the  
12 needs of students in their current assignment, and shall be under the supervision of a certificated  
13 teacher or a certificated educational staff associate (ESA). All paraeducators shall meet NCLB  
14 standards for paraeducators. In addition to the NCLB standards, paraeducators may present evidence  
15 of training and experience, including the completion of Washington State Paraeducator Competencies,  
16 to meet the needs of students in their regular assignment.

17  
18 **Section 13.5.2.** Each year the District will identify trainings that are being offered that meet the  
19 Washington State Paraeducator Competency criteria requirements. Such notification will include  
20 which criteria is covered in each training segment. The Washington State Paraeducator Competency  
21 criteria will be used only as a guide to skills and knowledge necessary to meet the needs of students.

22  
23 **Section 13.5.3.** Paraeducators will utilize staff development hours provided in Section 13.2 for taking  
24 workshops outside their workday to meet the needs of student in the paraeducator's current  
25 assignment. Time spent in required training that has been approved by the paraeducator's supervisor  
26 will be compensated at the employee's base hourly rate. Required training is separate and distinct  
27 from staff development hours in Section 13.2.

28  
29 **Section 13.5.4.** Supervisors will meet with paraeducators annually. They will mutually determine  
30 training or experiences required to meet the needs of students in the paraeducator's current assignment.  
31 Paraeducators who have successfully completed the Washington State Paraeducator Competencies  
32 shall be authorized to utilize their days for any training to meet the needs of students in their current  
33 assignment.

34  
35 **Section 13.5.5.** Paraeducators not working in a Title I building and that were hired before September  
36 1, 1989 will have until April 30, 2008 to meet the highly qualified standard. The District shall have the  
37 right to unilaterally extend this deadline by providing advanced written notification to the Union.

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41 **ARTICLE XIV**

42  
43 **UNION MEMBERSHIP AND CHECKOFF**

44  
45 **Section 14.1.** The Union is recognized as the official bargaining representative for all employees  
46 performing work within the unit covered by the Agreement in the District.

1 **Section 14.2.** Each employee subject to this Agreement hired after 1976, shall, as a condition of  
2 employment, maintain membership in the Union in good standing during the period of this Agreement,  
3 or shall pay to the Union through payroll deduction an amount equivalent to the current agency fee, as  
4 determined by the Union not later than December 1, of each instructional year.

5  
6 **Section 14.3.** At the time of hire, the District will inform new employees of the terms and conditions  
7 of this Article.

8  
9 **Section 14.4. Checkoff.** The District shall deduct PSE dues from the pay of any employee who  
10 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such  
11 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.  
12  
13  
14

## 15 ARTICLE XV

### 16 **GRIEVANCE PROCEDURE**

17  
18 **Section 15.1. Introduction.** In order that there be a process for the settlement of grievances, the  
19 following procedures shall be established.  
20

#### 21 **Section 15.2. Definitions.**

22  
23 **Section 15.2.1. Grievant.** The "grievant" is an employee, a group of employees, or the Union, who  
24 files a grievance.  
25

26  
27 **Section 15.2.2. Grievance.** A "grievance" is an alleged violation of the interpretation and/or  
28 application of the terms of this Contractual Agreement.  
29

30 **Section 15.2.3. Appropriate Supervisor.** The "appropriate supervisor" is the supervisor who is  
31 immediately involved with the alleged grievance at the time it originates.  
32

33 **Section 15.2.4. Days.** "Days" shall mean District business days (Monday through Friday); provided,  
34 however, the parties shall, during the traditional break periods, work constructively to process  
35 grievances as rapidly as possible. Grievants who find themselves in extraordinary circumstances  
36 beyond their control may request a modification of the timelines pursuant to 15.3.1.C.  
37

#### 38 **Section 15.3. General Conditions.**

##### 39 **Section 15.3.1. Time Limits.**

- 40  
41  
42 A. If the employer fails to answer within the time limits provided, the grievance may be appealed  
43 to the next step.  
44 B. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance  
45 of the employer's disposition of the claim.  
46 C. Time limits may be extended by mutual agreement in writing.  
47  
48  
49

1 **Section 15.3.2. Confidentiality.**  
2

- 3 A. All matters pertaining to specific grievances may be confidential information and shall not be  
4 unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the  
5 grievance process.  
6 B. Confidentiality. All documents, communications and records dealing with grievances and their  
7 disposition shall be filed separately from the grievant's personnel file.  
8

9 **Section 15.3.3. An Employee Grievance Filed Independently.** Nothing in the Agreement shall be  
10 construed to prevent any person from presenting and adjusting a grievance directly with the  
11 Superintendent or designee, without intervention of the Union, so long as the resulting adjustment does  
12 not conflict with the terms of this Contractual Agreement between the District and the Union and is in  
13 accordance with and subject to the conditions and limitations provided by law.  
14

15 **Section 15.3.4. Settlement.** Any grievance settled to satisfaction of the grievant at any step of the  
16 formal procedure will be final and binding on the grievant, the Union, the employer, and not subject to  
17 further review.  
18

19 **Section 15.3.5. Grievance Delay and Reinstatement.** A grievance may, by notice in writing to the  
20 Director of Human Resources, be delayed after it is initiated and before the decision is delivered at any  
21 step of the formal procedure. The aggrieved party may reinstate the grievance within thirty (30) days  
22 after notice to delay is received by the Superintendent, but not thereafter. A grievance may be  
23 withdrawn by the aggrieved party at any time.  
24

25 **Section 15.3.6. Individual Complaints.** If an individual employee has a personal complaint which  
26 he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without recourse to  
27 this Grievance Procedure.  
28

29 **Section 15.3.7. Freedom from Reprisal.** There shall be no reprisals of any kind by any party or  
30 parties against any other party or parties for reason of their participation in the Grievance Procedure.  
31 No grievance shall be used as reason in any disciplinary proceeding against the grieving employee or  
32 in any consideration for promotion or recommendation for job placement.  
33

34 **Section 15.3.8. Scope Of Non-Grievable Matters.** Excluded from this grievance procedure and  
35 binding arbitration shall be the following:  
36

- 37 A. All matters mandated for judicial review.  
38 B. The substance of an evaluation as expressed in an evaluation document.  
39 C. Denied absences to attend approved professional meetings and/or conferences.  
40 D. Denied personal absences without pay.  
41 E. Authorized leaves without pay.  
42 F. Legislative leaves.  
43 G. Reduction in force with the exception of procedural misapplications.  
44 H. Adverse warranted reclassifications.  
45  
46  
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49

1 **Section 15.3.9. Representation and Assistance in Investigation.**  
2

- 3 A. An employee may elect to be represented by the Union at any and all steps of the Grievance  
4 Procedure.  
5 B. During the course of any investigation by the Union, either to determine whether it will support  
6 a grievant or enable it to represent the grievant effectively, the District shall cooperate with the  
7 organization and furnish it such information germane to the grievance as the Union may  
8 request, if approved by the grievant.  
9

10 **Section 15.4. Processing Of Grievances.**  
11

12 **Section 15.4.1. Level I.** The grievant shall invoke the formal Grievance Procedure by completing a  
13 statement containing the following:  
14

- 15 A. The alleged facts on which the grievance is based;  
16 B. A reference to the provision(s) in this Agreement which have been allegedly violated; and  
17 C. The remedy sought.  
18

19 A copy of the grievance shall be delivered to the appropriate administrator. The filing of the grievance  
20 at Level I must be within fifteen (15) District business days from the alleged occurrence or the time the  
21 grievant should have known. Within ten (10) District business days of receipt of the grievance, the  
22 appropriate administrator shall meet with the grievant, who may be represented by the Union, in an  
23 effort to resolve the grievance. Grievances related to paycheck errors must be filed within thirty (30)  
24 District business days from the time of the first knowledge by the employee of the alleged error, but no  
25 later than a maximum of ninety (90) District business days from the occurrence.  
26

27 The appropriate administrator shall deliver a written decision to the grievant within five (5) District  
28 business days after the meeting is held.  
29

30 **Section 15.4.2. Level II.** If the grievant is not satisfied with the disposition of the grievance at Level  
31 I, or if no disposition has been made within ten (10) District business days, the Director of Human  
32 Resources or his/her designee and the PSE Business Representative will consider alternative  
33 resolutions before taking the grievance to Level III. The objective of the Level II review will be to  
34 resolve the issue in the most fair and equitable manner. The Union and the District may mutually  
35 waive the Level II process by written notification within ten (10) District business days of receipt of  
36 the Level I response.  
37

38 Parties involved in the Level II dispute resolution process will not be charged vacation, or sick leave,  
39 nor will the time involved be counted as time lost.  
40

41 **Section 15.4.3. Level III.** If the grievant is not satisfied with the disposition of the grievance at  
42 Level II, or if no disposition has been made within ten (10) District business days after the meeting  
43 with the Human Resources Director or designee, then the grievant may deliver a written notice of  
44 appeal to the Superintendent or designee, who shall meet with the grievant, who may be represented by  
45 the Union to resolve the grievance. Within ten (10) District business days of the meeting, the  
46 Superintendent or designee will deliver a written decision to the grievant.  
47  
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49

1 **Section 15.4.4. Level IV - Arbitration.** If the grievant is not satisfied with the disposition of the  
2 grievance at Level III, or if no disposition has been made within ten (10) District business days, the  
3 Union may request that the grievance may be submitted before an impartial arbitrator. Such request  
4 must be stated in writing to the Superintendent within fifteen (15) District business days of receipt of  
5 the decision rendered at Level III.

6  
7 The Union shall notify the District if it has declined to support a grievance and the grievant has made  
8 an appeal to the state level of the Union. Upon such notice, the parties will mutually agree to an  
9 extension of the timelines.

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

21  
22 Neither the District nor the Union shall submit any additional allegation(s) or present any evidence in  
23 the arbitration proceeding not previously disclosed to the other party.

24  
25 **Section 15.4.5. Grievance and Arbitration Hearings.** All hearings or conferences pursuant to this  
26 procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all  
27 parties entitled to attend to be present, including any and all witnesses.

28  
29 **Section 15.4.6. Jurisdiction of the Arbitrator.** The arbitrator shall have no power to alter, add to or  
30 subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make  
31 any decision that is contrary to State law or to rules and regulations governing the District having the  
32 force and effect of law.

33  
34 **Section 15.4.7. Arbitration Costs.** The cost for the services of the arbitrator including per diem  
35 expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be  
36 borne by the party deemed by the arbitrator to be non-prevailing on the issues. All other costs will be  
37 borne by the party incurring them.

## 41 ARTICLE XVI

### 42 **TRANSFER OF PREVIOUS EXPERIENCE**

43  
44  
45 **Section 16.1.** Any newly hired employee who has previously been employed by any public school  
46 district in the State of Washington, including Federal Way Public Schools and is hired to perform work  
47 similar, as determined by Human Resources, to that in which previously engaged, shall be given  
48 longevity credit in the District in accordance with this Article and RCW 28A.400.300, subsections (h)  
49 and (I).

1 **Section 16.2.** The newly hired employee may be permitted to transfer one (1) year longevity credit for  
2 each full year of applicable prior work experience. Prior work experience shall be evaluated by the  
3 District to determine eligibility.  
4

5 **Section 16.3.** The longevity credit so transferred shall be applicable to all benefits herein, including  
6 Schedule A, except the seniority provisions.  
7

8 **Section 16.4.** In the event that the District has a different system for computing salary schedule  
9 placement, leave benefits, vacation benefits, and other longevity benefits than does the transferring  
10 school district, the employee shall be granted the same longevity benefits as an employee in the  
11 District who has similar occupational status and years of service.  
12

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

### **SALARIES AND EMPLOYEE COMPENSATION**

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

**Section 17.2.** Salaries during the term of this Agreement shall be set forth in Schedule A, as  
subsequently adjusted pursuant to Section 17.3, and shall be attached hereto and by this reference  
incorporated herein.

**Section 17.3.** Retroactive payments shall be paid within sixty (60) days following execution of this  
Agreement. Retroactive payments resulting from negotiations pursuant to Section 18.3 shall be paid  
within sixty (60) days following execution of an agreement which generates such payments.

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

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

**Section 17.6.** Employees may submit a request for payroll deductions to the Washington School  
Employees' Credit Union or other District approved entities, subject to rules and regulations of the  
District and the Credit Union.

**Section 17.7.** Employees with perfect attendance during summer work assignments of twenty (20) or  
more days shall be entitled to a one hundred dollar (\$100.00) bonus.

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**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.** The term of this Agreement shall be September 1, 2007 through August 31, 2010.

**Section 18.1.1.** Employees shall receive the I-732 cost of living salary increase(s) generated during the term of this Agreement. Employees shall receive an additional three-quarters percent (0.75%) each year of this Agreement. Twelve (12)-month employees shall be entitled to an additional three-quarters of a percent (0.75%) for a total of one and one-half percent (1.50%) in addition to the I-732 cost of living salary increase(s) in 2008-09 and 2009-10.

**Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in this Article.

**Section 18.3.** This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that 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 the authority to alter personnel practices in public employment. 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.

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

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

**Section 18.6. No Strike.**

**Section 18.6.1.** The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate in any strike, work stoppage, slowdown, picketing, 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 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 violation of this Section. 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 any action for damages, which may be available to the District.

**Section 18.6.2.** 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 Union will immediately, upon notification, attempt to secure an immediate and orderly return to work of employees under the Union's jurisdiction. This obligation and the obligations

1 set forth in Section 18.6.1 above shall not be affected or limited by or subject to the grievance  
2 provisions of this Agreement.

## 6 ARTICLE XIX

### 8 EVALUATION

10 **Section 19.1.** Employees will be evaluated annually on the District evaluation form. Annual written  
11 evaluations will be completed and distributed on the following schedule:

- 13 • For year-round employees, no later than August 15.
- 14 • For less than 12-month employees, no later than one (1) week prior to the  
15 end of their assignment.

17 Goals, standards, observations, and/or other performance assessment data will be the basis of  
18 evaluation for all bargaining unit employees. If an employee reports to multiple supervisors, teachers,  
19 or programs, the primary evaluator will consider input from all appropriate sources. Goals and/or  
20 standards to be used as part of the evaluation process will be presented to the employee on or before  
21 January 15. For employees hired on or after January 15, goals and/or standards to be used in their  
22 evaluation will be presented to the employee within sixty (60) days of hire. In the absence of  
23 specialized goals or standards, the information contained in specific written instructions or training  
24 materials provided by a supervisor or program manager; or information, feedback, goals, or standards  
25 presented on the employee's annual evaluation completed at the end of the previous school year will  
26 suffice as evidence of the performance goals or standards, or the notification of a need for  
27 improvement. If the employee desires a conference with the supervisor or evaluator to present or  
28 discuss goals or standards, they must request this meeting on or before January 30.

30 **Section 19.1.1.** Employees with an overall unsatisfactory evaluation in the previous year shall be  
31 evaluated prior to January 31st. The evaluation does not serve to replace the annual evaluation.

33 **Section 19.1.2.** No employee shall receive an overall unsatisfactory evaluation for performance issues  
34 unless the supervisor has notified the employee and provided an opportunity for improvement.

36 **Section 19.1.3.** Vacation days, military leave, Union release time and jury duty shall not be recorded  
37 as absences on the annual evaluation form. All leave types may be noted in the attendance comment  
38 section on the evaluation form.

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

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

1 **Section 19.3.** Employees with an overall unsatisfactory evaluation only may appeal the evaluation  
2 with regard to the processes, procedures, and content. All other employees may appeal only the  
3 processes and procedures utilized. The decision and substance of an evaluation is excluded from the  
4 grievance procedure. The employee request for appeal must be done in writing to the Director of  
5 Human Resources within five (5) days of the meeting with their supervisor.  
6

7 **Section 19.4.** At times other than the annual evaluation, when it is determined that an employee's  
8 performance is unsatisfactory, the supervisor will schedule a meeting with the employee to review the  
9 information regarding the performance problems and plan for improvement. Employees placed on a  
10 plan for improvement will have an opportunity for input into the plan of improvement. Supervisors  
11 responsible for working with employees on a plan for improvement will periodically meet with the  
12 employee to discuss their overall performance and/or progress regarding the plan of improvement.  
13 Upon completion of the plan of improvement, the employee will receive a written summary/evaluation  
14 of their performance.  
15  
16  
17

## 18 **ARTICLE XX**

### 19 **SAFETY**

20  
21  
22 **Section 20.1.** The District shall take reasonable steps consistent with state law and District policies to  
23 protect employees from assaultive behavior by students, parents, and other employees.  
24

25 **Section 20.2.** As provided in State and federal law, employees have the right to safe working  
26 conditions. Employees are encouraged to report any concerns to their immediate supervisor or  
27 departmental safety committee.  
28  
29  
30

## 31 **ARTICLE XXI**

### 32 **SUMMER EMPLOYMENT**

33  
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35  
36 **Section 21.1.** Employees who resign their summer employment position shall have their seniority  
37 rights suspended for the duration of the summer. Such suspension shall not apply to consideration for  
38 school year positions.  
39

40 **Section 21.2.** Employees who so request shall be considered in seniority order on a daily basis for  
41 substitute opportunities.  
42

43 **Section 21.3.** On assignments of twenty-five (25) workdays or more, summer employees shall be  
44 entitled to one (1) unpaid leave of up to five (5) consecutive days so long as three (3) weeks' advance  
45 notice is provided to the District.  
46

47 **Section 21.4.** Attendance at the annual Union convention shall be exempt from the consecutive  
48 requirement of Section 21.3.  
49

**SIGNATURE PAGE**

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**PUBLIC SCHOOL EMPLOYEES  
OF FEDERAL WAY**

**FEDERAL WAY SCHOOL BOARD**

BY: Linda Moshier  
Chapter President

BY: /s/  
Ed Barney

BY: /s/  
Suzanne Smith

BY: /s/  
Amye Bronson-Doherty

BY: /s/  
Thomas Madden

BY: /s/  
David Larson

DATE: February 4, 2008

DATE: February 8, 2008

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