

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**PUBLIC SCHOOL EMPLOYEES OF FEDERAL WAY
PROFESSIONAL-TECHNICAL EMPLOYEES ASSOCIATION #717**

AND

FEDERAL WAY PUBLIC SCHOOLS DISTRICT #210
SEPTEMBER 1, 2022 - AUGUST 31, 2025



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TABLE OF CONTENTS

	Page
TABLE OF CONTENTS	
DEFINITIONS	1
PREAMBLE	2
DECLARATION OF PRINCIPLES	2
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	3
ARTICLE II RIGHTS OF THE EMPLOYER	3
ARTICLE III RIGHTS OF EMPLOYEES	4
ARTICLE IV RIGHTS OF THE UNION	5
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI UNION REPRESENTATION	6
ARTICLE VII HOURS OF WORK AND OVERTIME	7
ARTICLE VIII HOLIDAYS AND VACATIONS	13
ARTICLE IX LEAVES	15
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	20
ARTICLE XI OPENINGS WITHIN THE BARGAINING UNIT	22
ARTICLE XII DISCIPLINE AND DISCHARGE OF EMPLOYEES	24
ARTICLE XIII INSURANCE AND RETIREMENT	25
ARTICLE XIV PROFESSIONAL AND VOCATIONAL TRAINING	26
ARTICLE XV UNION MEMBERSHIP AND CHECKOFF	27
ARTICLE XVI GRIEVANCE PROCEDURE	28
ARTICLE XVII TRANSFER OF PREVIOUS EXPERIENCE	32
ARTICLE XVIII SALARIES AND EMPLOYEE COMPENSATION	33
ARTICLE XIX TERM AND SEPARABILITY OF PROVISIONS	36
ARTICLE XX NO STRIKE	37

APPENDIX A	SALARY SCHEDULE	38
APPENDEX A-1	JOB TITLES	39
APPENDIX B	GRIEVANCE FORMS Level 1 & Level 2	40-41
APPENDIX C	EVALUATION (Procedure and Form)	42-46
APPENDIX D	PROFESSIONAL DEVELOPMENT REQUEST FORM	47
SIGNATURE PAGE		48

DEFINITIONS

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

EMPLOYER: Shall mean the Federal Way Public Schools, District No.210 and/or the Board of Directors of the Federal Way Public Schools, District No. 210, or their designee(s).

EMPLOYEE: Shall be any person in this bargaining unit represented by Professional-Technical Union.

UNION: Shall mean the Professional-Technical Employees, and/or the Union Representative.

DAY OR DAYS: Shall mean consecutive calendar days unless otherwise specified.

HOURS WORKED: Shall mean all hours that an employee is actually performing assigned work and/or when an employee is in a pay status, i.e., authorized absences with pay, paid vacations, paid holidays. Only hours that an employee actually performs assigned duties shall count towards determining whether an employee is entitled to overtime compensation and/or compensatory time.

SENIORITY: For RIF purposes, per Article X, Section 10.1.
For vacation purposes, per Article VIII.

AUTHORIZED ABSENCES: Shall be that period of time approved by the immediate supervisor for the employee to be off work in a pay status.

EVALUATION: Annual or periodic review of the employee's performance.

WORK WEEK: A work week is a seven-day period of time that begins on Monday every week.

UNIT: A "Unit" – For the purpose of calculating sick leave, holiday pay, bereavement leave, or any other approved leave, a unit shall consist of the number of hours contractually worked per day.

P R E A M B L E

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

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

D E C L A R A T I O N O F P R I N C I P L E S

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive bargaining representative for all permanent classified employees performing work in technical, professional, and supervisory positions whose functional job titles appear in Appendix B.1. Substitutes employees working more than (30) cumulative workdays in the previous twelve (12) months are included in the bargaining unit, except that such bargaining unit substitutes will only be covered by Article I, Section 7.10 and Section 18.3.1 (Appendix A – Substitute Pay Rate).

Section 1.2.

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

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of the Agreement is the right to direct the workforce; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, and take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain the efficiency of the District operation by determining the methods, the means, and the personnel assignment by which operations undertaken by the employees in the unit are to be conducted. The District maintains the right to implement pre-employment physical exams specific to job requirements.

Section 2.2.

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

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or officials of the District without retaliation.

Section 3.3.

Employees have the right to have Union representation present at any investigatory interview which the employee reasonably believes might result in disciplinary action. Either party has the right to take written notes of the discussion. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not delay the investigatory interview for more than two (2) business days. The District shall advise the employee at the time of scheduling if the meeting involves a discussion that might reasonably lead to disciplinary action.

Section 3.4.

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

Section 3.5.

Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, color, national origin or ethnicity, creed or religion, age, sex or gender, sexual orientation or gender identity, marital or family status, qualified individuals with physical, sensory or mental disabilities, military or veteran status, nor in violation of any other applicable state or federal laws.

Section 3.6.

Each employee under the jurisdiction of this Agreement shall, upon request, have the right to inspect all contents of his/her own permanent personnel file kept within the District, as well as letters of reference. Upon request, a copy of any document contained therein shall be afforded the employee at cost. No document that pertains to an employee negatively shall be placed in an employee's permanent personnel file without a reasonable attempt to notify the employee. Employees may be required to sign documents placed in their personnel file to signify receipt only, which will be indicated on such documents.

ARTICLE IV
RIGHTS OF THE UNION

Section 4.1.

The Union has the right and responsibility to represent the interest of all employees subject to this Agreement; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

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

Section 4.3.

A copy of this Agreement will be posted on the District's web site. New hires will receive a copy of this Agreement at the time of processing by the Human Resources Department.

Section 4.4.

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

Section 4.5.

The Union shall be provided membership information at <membership@pseofwa.org> on a monthly basis via electronic notification of the pay assignment report containing at a minimum the following:

names, home addresses, personal and work phone numbers, work email, personal email (if available), seniority date, job title, hours per day, days per year, primary assignment locations, of all employees under the jurisdiction of this bargaining unit, on existing District format. The District shall provide the applicable information contained in the immediately preceding sentence for newly hired members of the bargaining unit within ten (10) working days of the date of hire.

Section 4.6. Bulletin Postings.

The District shall provide a bulletin board space in each school or workplace for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property other than herein provided.

Section 4.6.1 Removal of Notices.

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

Section 4.7. Internal School Mail System.

The Union may use the District mail service, staff member mailboxes, technology and electronic mail in compliance with District policies and regulations for communication to staff members, provided that such communications are clearly labeled as Union Business and display the name of the representative authorizing such distribution. Access to these communication systems is an exclusive right of the Union for the purposes of communicating; general announcements, scheduling meetings, work related to joint District-Union efforts and information related to the general administration of the organization. Use of District mail is prohibited for; communications related to political campaigns, lobbying public officials, Union positions on political issues, internal Union campaigning, confidential information related to negotiations and confidential information related to all District staff members. The permissibility of other communications may be determined through labor-management. Such communication shall not defame any individual, group or agency.

Section 4.8. Reduction in Force.

If any reduction in the Union work force is being considered, the District shall notify the Union prior to enacting reductions.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

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

Section 5.2.

Bargaining will be conducted at times and places mutually agreeable to the parties.

Section 5.3.

Agreements reached between the parties to this Agreement shall become effective only when signed by the Board and the Union after ratification.

ARTICLE VI

UNION REPRESENTATION

Section 6.1.

It is the goal of the District and the Union to hold regular Labor/Management Committee (LMC) meetings for the purpose of maintaining open communication and to strive to resolve problems at the lowest possible level. These meetings shall be held monthly during the school year, or as mutually agreed upon.

Section 6.1.1.

Copies of notes of LMC meetings will be prepared and made available to all LMC members prior to the next meeting. The LMC members will identify a notetaker for each meeting, who will be responsible for giving the notes to the designated Human Resources Officer. The agenda will be jointly developed by the designated HR Officer and Union Business Agent or designee prior to the LMC meeting. The parties may mutually agree to cancel the meetings.

Section 6.1.2.

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

Section 6.2.

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

Section 6.2.1.

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

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

All overtime work will be authorized by the supervisor prior to the work being done. Approval of overtime and documentation of overtime will be in accordance with procedures established by the Union and District. This section excludes emergency situations. Emergency situations are conditions that could cause a threat to or loss of life; damage to school property; loss of substantial amounts of money or property; or public embarrassment. The employee and his/her supervisor may agree in writing to pre- approved events or activities that would generate over time. Each employee will usually be assigned in advance to a definite shift designating beginning and ending times. However, any changes to the contracted work schedule for other than

emergencies or unusual circumstances, the employee will be provided 48 hours advance notice. In the event there is less than 48 hours' notice overtime will be paid as follows:

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

Section 7.1.1.

When more than one person has the same job title at the same program and site, and schedules have start times that are greater than one (1) hour different, schedules will be bid by the employees based on seniority no later than ten (10) business days prior to the beginning of each school year or when a vacancy occurs.

Section 7.1.1.

When more than one person has the same job title at the same program and site, and schedules have start times that are greater than one (1) hour different, schedules will be bid by the employees based on seniority no later than ten (10) business days prior to the beginning of each school year or when a vacancy occurs.

Section 7.2.

When an employee is authorized to work in excess of eight (8) hours per day or in excess of forty (40) hours per work week, the employee shall be compensated for the overtime at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay. The exception shall be if the employee is on, or agrees to, a flexible schedule for the forty (40) hour work week, such as four ten hour shifts per week or occasional one-time shift variations. The choice to flex hours to accommodate such occasional schedule variations or be paid for extra time shall rest with the employee.

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

Section 7.3.

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

Section 7.4.

Employees who are specifically required by their supervisor to work on a paid holiday as defined in section 8.1 and who perform such work shall be compensated for actual hours worked at two times the employee's hourly rate of pay; plus, they will receive full pay for the holiday at their contracted hourly rate. If the actual holiday of New Year's Day, Juneteenth, Independence Day, Veteran's Day, Christmas Eve, Christmas Day falls on a Saturday or Sunday, then the employee working on those days will also be compensated at this rate of pay.

Section 7.5.

Compensatory time shall be defined as "time off" in lieu of overtime payment for those employees who find it necessary to work in excess of their regular forty (40) hour work week. Compensatory time shall be at the rate of one and one-half (1-1/2) times the actual time worked. The decision to receive overtime pay or compensatory time off rests with the employee. The decision will be made prior to the actual overtime work and will be documented in writing by the employee and supervisor(s).

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

Compensatory time shall include the following provisions:

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

Section 7.6. Security Overtime.

For security positions, overtime will first be offered to the person in the position that is generating the overtime. When the overtime work is generic to the entire department, all resources including substitutes and part time employees shall be exhausted before overtime will be offered on a rotational basis within the department based on seniority, proceeding down the list with each

offering of overtime. Should an officer decline overtime, they will be eligible to accept overtime on the next full rotation.

Section 7.7. On-call Assignments.

The on-call assignments and compensation will be in accordance with Fair Labor Standards Code of Federal Requirements. Departments that utilize on-call will check with the Human Resources Officer or designee to ensure on call is in accordance with the FLSA. No employee may be required to remain in close proximity to district work locations while on unpaid on-call status.

Section 7.8. Callback.

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

Section 7.8.1. Interpreter Callback.

When a sign language interpreter has been requested to attend after-hour events to interpret for families or community members, and interpretation is not needed the interpreter shall receive a minimum of two (2) hours pay, providing that notice of cancellation was given the day of the event.

Section 7.8.2.

If remote access is available and applicable as determined by the supervisor, employees shall be allowed to perform call-back services remotely. Call-back services performed remotely will only be eligible for compensation for actual time worked, submitted in thirty (30) minute increments.

Section 7.9.

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

Section 7.10.

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

Section 7.11.

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

Section 7.12.

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

Section 7.13.

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

Section 7.14.

For year-round employees, the work year will be 260 days including holidays.

Section 7.15.

The work calendar for year-round employees will be developed each year prior to September 1 by the Human Resources Officer or designee with input from the Union President or designee.

Section 7.16.

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

Section 7.17.

The term "contracted work shift" in Section 8.1.1, for the purposes of determining the amount of pay for an unworked holiday, will be measured as an employee's regularly scheduled hours for a standard work week divided by five (5) days. For example, an employee who is assigned to work four (4) daily shifts of eight (8) hours each for a work week would be paid for six and four tenths (6.4) hours for each holiday ($4 \times 8 \div 5$). Stated another way, an employee assigned to work 32 hours per week would be considered a .8 FTE and eight tenths of a regular 8-hour workday is 6.4 hours.

Section 7.17.1

The same methodology will be used to determine the number of hours per day granted for employee vacation accrual (Sections 8.2 and 8.4) and paid leaves under Article IX.

Section 7.17.2.

For employees with a regularly-scheduled part-time assignment who are also recurrently assigned additional shifts that vary in length and frequency from week to week, the

District will annually review actual weekly hours worked by such employees and adjust the “contracted work shift” retroactively for the purposes of holiday pay, vacation accrual and paid leaves for the previous school year. Hours greater than 40 hours week (“overtime hours”) will not be a part of this calculation. For the purposes of this subsection, the annual review will occur after the hours worked through August 31 (the last day of the fiscal year) have been recorded in the District payroll office. A similar review and adjustment based on actual weekly hour worked shall be made for holidays, vacation and sick leave at the time of any final paycheck provided upon separation from employment.

Section 7.17.3.

The adjustments identified in paragraphs Section 7.1.7.1 and 7.1.7.2 above do not impact the right of the District to adjust hours and work shifts through other provisions of the collective bargaining agreement (including, but not limited to, layoffs or furloughs of employees). Holiday hours for Grievants for the 2020-21 school year will be based their current “contracted work shift” and the adjustments identified in the new contract language described in paragraph 2 above.

Section 7.18.

As provided in State and federal law, employees have the right to safe working conditions. Employees are encouraged to report any concerns to their immediate supervisor or departmental safety committee.

- A. Employees are protected against claims for bodily injury or property damage arising out of an employee’s acts or omissions while performing or in good faith acting within the scope of their employment.
- B. The act of maintaining order is an act within the scope of employment when it is being done at the direction of the District and within limitations imposed by the District.
- C. When staff members are engaged in the maintenance of order and discipline and the protection of school personnel, students, and property the District will provide liability insurance protection and protection for the loss or damage of personal property to the extent provided by law. Such personal property claims will be paid up to the amount of actual damage or loss not covered by third parties. Payment will not exceed \$500 per occurrence. Staff members will not be covered by District insurance for their own illegal acts or acts of gross negligence.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year:

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

Section 8.1.1. Unworked Holidays.

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

Section 8.2. Full-Time Employee Vacation Accrual.

Full-time employees shall be entitled to the following vacation accrual:

Section 8.2.1.

Beginning with the first (1st) through the fifth (5th) year of consecutive employment with the District, to fifteen (15) days per year, or an equivalent of 1.25 days per month.

Section 8.2.2.

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

Section 8.2.3.

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

Section 8.3. Full-time employee vacation requests.

Section 8.3.1.

Employees will submit vacation requests by email to their immediate supervisor. The Director, Supervisor or designee shall process vacation requests and provide a response (approval or rationale for denial) within ten (10) District business days of receipt of the request. The employee will then enter vacation into Frontline if approved.

Section 8.3.2.

If an employee is denied vacation due to District employment needs and would lose the accrued vacation days under Section 8.3.3, the employee shall be compensated for those accrued vacation days.

Section 8.3.3.

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

Section 8.3.4.

Vacation leave may not be taken during the first and last week when school is in session, or during peak times of the specific department as communicated in advance in writing by the supervisor. Exceptions to the X-Out periods may be made at the discretion of the supervisor(s). Previously approved vacation requests may not be subsequently denied due to an announced blackout period.

Section 8.3.5.

Vacation leave may not be taken during the first and last week when school is in session, or during peak times of the specific department as communicated in advance in writing by the supervisor. Exceptions to the X-Out periods may be made at the discretion of the supervisor(s). Previously approved vacation requests may not be subsequently denied due to an announced blackout period.

Section 8.4. Less than twelve (12) month employee vacation.

Section 8.4.1.

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

Section 8.4.2.

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

Section 8.5.

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

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.

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

Section 9.1.1.1.

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

Section 9.1.1.2. Doctor/Dentist.

Employees may use accrued sick leave in compliance with state law. See Lni.wa.gov for information.

Section 9.1.1.3.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.2.

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

Section 9.1.3.

Professional Technical employees may participate in the District's shared leave program.

Section 9.2. Bereavement.

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

Allowances and reasons for absence shall be as follows:

1. Up to five (5) non-cumulative units of absence per occurrence without loss of pay shall be allowed for the above-stated purposes caused by the death of an employee's family member or member of the employee's household.
2. One (1) non-cumulative unit of absence per occurrence without loss of pay shall be allowed for the attendance of funerals of close friends or school associates. Verification of attendance may be required.
3. The District may require evidence or proof of reason(s) and/or need for Bereavement leaves.

Section 9.3 Birth of an Employee's Child.

One (1) non-cumulative unit of absence per birth without loss of pay shall be allowed for the birth of an employee's child in addition to other available leave options.

Section 9.3.1 Maternity Leave.

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

Section 9.4. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a contracted day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such an employee may request a leave of absence.

Section 9.5. Emergency Absence.

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

1. The situation must be suddenly precipitated or must be of such a nature that pre- planning is not possible, or that such pre-planning could not have eliminated the need for the absence.

2. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
3. The employee must complete an absence report upon his/her return and submit it to his/her immediate supervisor for signature. The immediate supervisor will forward the report to the Business Office.
4. The employee must give notice of such absence to his/her immediate supervisor in advance if possible.
5. Any days taken under this section shall be; a) made up by preauthorized arrangement(s) agreed to by the employee's immediate supervisor, b) deducted from sick leave, or c) unpaid.

Section 9.6. Personal Leave.

Each employee shall be granted two (2) days of personal leave upon request per year. Personal leave will be with pay and will be deducted from sick leave. Personal leave may not be used the first or last week of school or to extend other authorized absences, leaves, holidays, or vacations.

1. The employee will not be required to state the reasons for the personal leave day on the absence report.
2. An employee may not cash out or carry over unused personal leave to a subsequent school year. If an employee chooses not to use personal leave, then those days will not be deducted from the employee's sick leave bank.

Section 9.7. Authorized Leave Without Pay.

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

Reasons for granting leaves may include:

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

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

Section 9.7.1.

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

Section 9.7.2.

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

Section 9.7.3.

The return of the employee from leave shall be according to the conditions agreed to between the employee, the immediate supervisor, and the Human Resources Officer or designee. Such conditions shall be in writing prior to the beginning of the leave and shall include, but not be limited to, the following. Upon returning from an approved leave, the employee will be entitled to return to his/her former position, subject to Section 9.7.5.

Section 9.7.4.

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

Section 9.7.5.

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

Section 9.7.6.

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

Section 9.8. Military Leave.

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

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

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

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

Section 9.9. Family and Medical Leave Act.

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

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

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

Section 9.10. Washington State Paid Family and Medical Leave

Employees are entitled to the benefits provided by the Paid Family Medical Leave program (PFML) under the Washington State Family and Medical Leave and Insurance Act, which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours for a Washington-based employer during the previous year, in accordance with state law. An employee who has accrued sick leave or other paid time off may choose to take such leave or to not take such leave and instead access PFML.

Employees shall not be compelled to exhaust their available sick leave prior to accessing PFML. Employees may choose to supplement their PFML by accessing their available sick leave while on PFML. If the employee chooses to access their sick leave as a supplemental benefit payment while on PFML, they must inform the District of the total number of sick days that they elect to use, and the District will pay those days in one lump sum. The Employment Security Department

will not prorate or reduce an employee's weekly benefit amount due to the receipt of sick leave as a supplemental benefit payment while on PFML.

ARTICLE X

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 10.1.

The seniority of an employee, as referenced in this agreement shall be the length of continuous employment with the district in any position within this bargaining unit.

Section 10.2.

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

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

Section 10.3.

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 units or vacation credit shall not accrue during the leave; and,
- D. Time spent on layoff status.

Section 10.4.

Each newly hired employee shall remain in a probationary status for a period of ninety (90) actual days of work following the date of hire. During this probationary period, the District may discharge such employee at its discretion. During the probationary period, discharge shall not be subject to the grievance procedure under this Agreement. The probationary period of this Agreement must be completed before an employee can be eligible to apply for a new job opening.

Section 10.4.1.

Current Prof Tech employees who have already passed probation with the District, but have taken a new position shall be subject to a sixty (60) actual days of work trial period. During this period, the District may re-assign an unsuccessful employee back to the previous position, if vacant or place the employee on lay-off status. The trial period under this Agreement must be completed before an employee can be eligible to apply for a new job opening.

Section 10.5.

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

reorganization by supervisors other than board decision. The Union and a Human Resource officer or designee will meet to discuss the potential impacted of lay off within five (5) business days of the School Boards determinations.

Section 10.5.1.

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

- a) When an employee's hours of work are reduced five (5) hours per work week, this will be considered a reduction in force.
- b) In the event of a reduction in force, the RIF employee may bump the least senior employee under the following conditions.
 1. The bumping applies only to a related field for which the employee is qualified. The Union President and the Human Resources Officer or designee will meet to determine available related positions.
 2. Bumping will be determined level by level beginning with the highest-level position being eliminated. The lowest senior person at that level will be bumped to the next lowest level if any. Bumping will then be done at that level and continue for each level going down. If the RIF employee bumps into a lower classification, then the employee will receive the salary of that classification.
 3. In no circumstances will bumping cause an employee to gain more work hours or acquire a higher classification unless mutually agreed between the Union President and the Human Resources Officer or designee.

Section 10.5.2.

In the event that the District finds it necessary to institute a reduction in force that would affect members of this Union, there will be a written notice to any employee who will be laid off at least two (2) weeks prior. The Union President will be provided written notification prior to the member receiving a copy of the two (2) week notice.

Section 10.5.3.

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

Section 10.5.4.

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

Section 10.5.5.

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

Section 10.5.6.

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

Section 10.5.7.

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

Section 10.5.8.

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

ARTICLE XI

OPENINGS WITHIN THE BARGAINING UNIT

Section 11.1.

If there are employees under the jurisdiction of this bargaining unit available for work on the employment pool recall list, the District will not post any open position(s) which fall within the 2022-2025 Collective Bargaining Agreement

jurisdiction of this bargaining unit. In such cases, said persons will be given first consideration for the open position(s) either according to Article IX (Leaves), or Article X (Probation, Seniority & Layoff Procedures), provided that said persons qualify as determined by the Administration with respect to the possession of skills, ability, and training necessary to perform the work required as published in the job description of the open position(s). If there are no qualified persons in the employment pool for the open position(s), then said position shall be posted according to Section 11.2 below. If there is more than one (1) person available to work on the employment pool recall list, the District will hire the best-qualified applicant from all candidates applying, using seniority as a tiebreaker as described in Section 11.2.

Section 11.2.

With the exceptions of Section 11.1 above, the District will post all open positions for at least a minimum of five (5) working days which fall within the jurisdiction of this bargaining unit when they become available. A copy of the job posting shall be forwarded to the PSE Business Representative and the PSE Chapter President.

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

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

Section 11.3.

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

Section 11.4.

Any leave replacement position will be posted as a temporary position with a specified ending date, as determined by the length of the leave. The end date of the leave replacement position may be extended by the request of the Human Resources Officer or designee and agreement by the Union President. In the event that a temporary employee is hired into a permanent position, they will be treated as a new hire.

Section 11.5.

Applicants for Security positions will submit a five-year driving abstract, at applicant's expense, as part of the application process.

ARTICLE XII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 12.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 12.2.

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

Section 12.3.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge.

Section 12.4.

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

Section 12.5. Personnel File.

The District personnel file shall be maintained in the Human Resources Department. The employee shall have the right to inspect his/her file upon scheduled appointment. The employee may have representation at such time. Upon request, the employee may receive a copy of all documents maintained in the file, except confidential references. At the discretion of the District, the cost of any reproduction will be borne by the employee. The employee may make an appointment to make an inventory of the file and have it signed and dated by a representative of the District. The employee may add written items relevant to job performance. Employees may be required to sign documents placed in their personnel file to signify receipt only, which will be indicated on such documents.

Section 12.5.1.

Employees may make a request in writing to a designated Human Resources administrator, that disciplinary material be removed from their personnel file after twenty-four (24) months. The decision of the Human Resources administrator will be final.

Section 12.6. Working File.

The employee shall have the right to inspect the supervisor’s working file upon scheduled appointment. Upon request, the employee may receive a copy of all documents maintained in the file, except confidential references.

Section 12.7.

The basis of any disciplinary action taken against an employee shall be limited to the information shared with the employee prior to the disciplinary action being imposed.

A R T I C L E X I I I

I N S U R A N C E A N D R E T I R E M E N T

Section 13.1.

Employees and substitutes who work or are anticipated to work 630 hours or more in a work year (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB shall establish all parameters of the benefit offerings, including eligibility, plan designs, carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction

Section 13.2.

The District shall provide tort liability coverage for all employees’ subject to this Agreement.

Section 13.3.

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

Section 13.4.

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

Section 13.5.

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

ARTICLE XIV

PROFESSIONAL AND VOCATIONAL TRAINING

Section 14.1.

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

Section 14.2.

When the Superintendent or designee requests an employee to attend professional or vocational course(s), then said employee shall be paid at his/her regular rate per hour for the number of hours of actual attendance in training beyond the regular work day, not including travel time outside of the work day.

All training time will be paid at the employee's regular straight-time rate unless eligible for overtime, double time or compensatory time in accordance with sections 7.1 and 7.2.

Section 14.3.

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

Section 14.4.

The District shall provide funds for training of employees who are deficient in skills required for jobs that they presently hold if the skill deficiency is caused by:

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

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

ARTICLE XV

UNION MEMBERSHIP AND CHECKOFF

Section 15.1. Membership.

The District and the Union understand that at the center of our labor-management relationship is the shared interest in providing the best services to the public. All bargaining unit employees shall have the option of joining and maintaining membership in the Union upon employment with the District in a bargaining unit.

Section 15.2. New Hire Notification.

The District shall maintain an electronic document and share it with the Union on regular employees in any job title set forth in Appendix B of this Agreement, including name, home mailing address, phone number, job title, work location, and hire date. The District will notify the Union of all new hires within ten (10) business days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 15.3. New Hire Orientation

The Union shall have the right to make an exclusive thirty (30) minute presentation to new employees at the conclusion of the District New Employee Orientation (NEO). New employees will be compensated for participation in alignment with district practice. The District will provide the PSE Member Engagement Specialist (MES), via email, at least five (5) working days' notice of the specific location and time of all new employee orientations held by the District. The District will provide a list to the MES of the PSE bargaining unit employees participating in new employee orientations at least two (2) days prior to the scheduled time.

Section 15.4. Dues and Deductions

The District shall deduct PSE dues from the pay of any employee who authorizes such deductions pursuant to state law. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU, Local 1948 on a monthly basis. The Union will provide a list of those members who have agreed to union membership via Union-designated methods. The Union will provide a list of those members who have agreed to union membership via Union-designated methods. The PSE Membership Department will be the custodian of the records related to dues authorization and agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records. Upon receiving authorization, the District will start deductions for the new members for the next available payroll period, according to the usual administrative cycle. The Union will refund any amount of dues that are paid in error.

Any employee who has executed a Dues Deduction/Checkoff Authorization form may revoke authorization for those payments pursuant to the terms of the Union's Dues Deduction/Checkoff Authorization form, which includes timelines for notification of withdrawal to be effective. The District will refer employees who request to terminate union dues to the PSE Membership Department.

Section 15.4.1. Classified Employee Report to the Union.

The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to the Treasurer of PSE listing: the name and amount of PSE dues deducted for each bargaining unit employee.

Section 15.4.2. Local Chapter Dues.

The District shall deduct PSE local chapter dues separately and remit such funds to the local Chapter Treasurer on a monthly basis or within thirty (30) days of the deduction of such dues.

Section 15.4.3. Political Action Committee.

The District shall, upon receipt of notification from the Union that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check, or to the appropriate agency. The employee may revoke the request at any time. At least annually, the employee shall be notified by PSE about the right to revoke the request.

Section 15.5.

The Union shall indemnify and hold the District harmless for the administration of this Article.

A R T I C L E X V I

G R I E V A N C E P R O C E D U R E

Section 16.1. Introduction.

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

Section 16.2. Definitions.

Section 16.2.1. Grievant.

The “grievant” is an employee, a group of employees, or the Union, who files a grievance.

Section 16.2.2. Grievance.

A “grievance” is an alleged violation of the interpretation and/or application of the terms of this Contractual Agreement.

Section 16.2.3. Appropriate Supervisor.

The “appropriate supervisor” is the supervisor who is immediately involved with the alleged grievance at the time it originates.

Section 16.2.4. Days.

“Days” shall mean District business days (Monday through Friday); provided, however, the parties shall, during the traditional break periods, work constructively to process grievances as rapidly as possible. Grievants who find themselves in extraordinary

circumstances beyond their control may request a modification of the timelines pursuant to 16.3.1.C.

Section 16.3. General Conditions.

Section 16.3.1. Time limits.

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

Section 16.3.2. Confidentiality.

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

Section 16.3.3. An Employee Grievance Filed Independently.

Nothing in the Agreement shall be construed to prevent any person from presenting and adjusting a grievance directly with the Superintendent or designee, without intervention of the Union, so long as the resulting adjustment does not conflict with the terms of this Contractual Agreement between the District and the Union and is in accordance with and subject to the conditions and limitations provided by law.

Section 16.3.4. Settlement.

Any grievance settled to satisfaction of the grievant at any step of the formal procedure will be final and binding on the grievant, the Union, the employer and not subject to further review.

Section 16.3.5. Grievance Delay and Reinstatement.

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

Section 16.3.6. Individual Complaints.

If an individual employee has a personal complaint which he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without recourse to this Grievance Procedure.

Section 16.3.7. Freedom from Reprisal.

There shall be no reprisals of any kind by any party or parties against any other party or parties for reason of their participation in the Grievance Procedure. No grievance shall be

used as a reason in any disciplinary proceeding against the grieving employee or in any consideration for promotion or recommendation for job placement.

Section 16.3.8. Scope of Non-Grievable Matters.

Excluded from this grievance procedure and binding arbitration shall be the following:

- A. All matters mandated for judicial review.
- B. The substance of an evaluation as expressed in an evaluation document.
- C. Denied absences to attend approved professional meetings and/or conferences.
- D. Denied personal absences without pay.
- E. Authorized leaves without pay.
- F. Legislative leaves.
- G. District decision(s) to implement a layoff with the exception of issues/disputes related to Article X and Article XI which shall be subject to the grievance procedure;
- H. Adverse warranted reclassifications.

Section 16.3.9. Representation and Assistance in Investigation.

- A. An employee may elect to be represented by the Union at any and all steps of the Grievance Procedure.
- B. During the course of any investigation by the Union, either to determine whether it will support a grievant or enable it to represent the grievant effectively, the District shall cooperate with the organization and furnish it such information germane to the grievance as the Union may request, if approved by the grievant.
- C. 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 16.4. Processing of Grievances.

Section 16.4.1. Level I.

The grievant shall invoke the formal Grievance Procedure by completing a statement containing the following:

- A. The alleged facts on which the grievance is based;
- B. A reference to the provision(s) in this Agreement which have been allegedly violated;
- C. The remedy sought; and
- D. The signature of the grievant.

A copy of the grievance shall be delivered to the appropriate administrator. The filing of the grievance at Level I must be within fifteen (15) District business days from the alleged occurrence or the time the grievant should have known. Within ten (10) District business days of receipt of the grievance, the appropriate administrator shall meet with the grievant, who may be represented by the Union, in an effort to resolve the grievance. Grievances related to paycheck errors must be filed within thirty (30) business days from the time of

the first knowledge by the employee of the alleged error, but no later than a maximum of ninety (90) District business days from the occurrence.

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

Section 16.4.2. Level II.

If the grievant is not satisfied with the District Administrator's disposition in Level I, or if no disposition has been made within ten (10) District business days after the Level I meeting, the Director of Human Resources or his/her designee and the PSE Business Representative will meet to consider alternative resolutions within ten (10) District business days. The objective of the Level II review would be to resolve the issue in the most fair and equitable manner. The Union and the District may mutually waive the Level II process by written notification within ten (10) District business days of receipt of the Level I response. If the Level II meeting is not held within the specified timelines, the Grievant may appeal to Level III.

Level II meetings scheduled during the Grievant's regular work hours shall remain regular paid time.

Section 16.4.3. Level III.

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

Section 16.4.4. Level IV Arbitration.

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

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

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

American Arbitration Association. Within ten (10) District business days of receipt of this list, each side shall alternately strike a name until one remains, and the remaining name shall be the arbitrator. The parties shall jointly notify the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties.

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

Section 16.4.5. Grievance and Arbitration Hearings.

All hearings or conferences pursuant to this procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

Section 16.4.6. Jurisdiction of the Arbitrator.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that is contrary to State law or to rules and regulations governing the District having the force and effect of law.

Section 16.4.7. Arbitration Costs.

The cost for the services of the arbitrator including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the parties. All other costs will be borne by the party incurring them.

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1.

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

Section 17.1.1.

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

Section 17.1.2.

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

ARTICLE XVIII

SALARIES AND EMPLOYEE COMPENSATION

Section 18.1.

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

Section 18.1.1.

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

Section 18.1.2.

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

Section 18.1.3. Schedule A increments and longevity steps, where applicable, shall become effective on September 1 of each year; provided, the employee has been actively employed continuously prior to February 1 of the previous employment year.

Section 18.2. Deduction Services.

The District shall provide for payroll deductions of SEBB benefits, tax-sheltered annuities, or other District-approved programs. Credit union deductions are limited to the credit union currently known as Inspirus. Such deductions shall be subject to rules and procedures as established by the District.

Section 18.3.

Appendix A (salary schedule) for the 2022-23 fiscal year shall be attached hereto. For the period of September 1, 2023, through August 31, 2024, Schedule A shall be increased by IPD plus 1%, and for the period of September 1, 2024 through August 31, 2025, Schedule A will increase by IPD only.

A longevity stipend of 1.5% will be added for employees with 15 years of service in the District.

Registered Nurses, hired as Licensed Health Care Specialists-LPN\RN, who are required by the supervisor to perform duties outside of the Licensed Health Care Specialists-LPN\RN job description, such as writing care plans, as part of their regular duties will be paid at level D.2.

Salary Schedules are contained in Appendix A.

Section 18.3.1.

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

Section 18.3.2.

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

Section 18.4.

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

Section 18.5.

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

Section 18.6.

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

Section 18.7. Salary Schedule.

Section 18.7.1.

The salary schedule in Appendix A shall be utilized for the purpose of placement of new employees and any reclassification.

Section 18.7.1.1.

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

Section 18.7.1.2.

After a requisition to hire has been submitted to and approved by Human Resources, Human Resources shall review all previous employment history to determine an appropriate initial experience step placement on the salary schedule. Salary placement decisions are not subject to the grievance process; however, if the employee believes that an error has been made they may request that Human Resources re-examine their placement and consider any other information that the employee may have submitted to support their request for salary placement reconsideration.

All such requests for reconsideration must be made within the probationary period.

Section 18.7.2.

Salary changes may be made through other mutual agreements between the District and Union.

Section 18.7.3.

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

Section 18.8.

The evaluation form and process are described in Appendix C of this contract and shall be as mutually agreed. No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted upon without the employee having an opportunity for a prior conference.

Section 18.9.

A classification committee composed of three (3) District representatives and three (3) Union representatives to be appointed by the Union President, from different job sites will be formed to evaluate newly created positions, employee requests for reclassification, jobs which have changed substantially, and jobs which have been submitted for reclassification by the union or supervisor. The term "substantially" will be defined by the committee through the use of a job analysis rating system and agreement by all committee members. This committee will be charged with the responsibility of rating new or deemed to be substantially changed positions with respect to the placement/classification on the salary schedule.

Section 18.10. Reclassification:

Section 18.10.1.

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

1. A mutually agreed job analysis rating system will be utilized.
2. At the end of the reclassification process three things may occur:
 - a. No change in level.
 - b. Change in level.
 - c. Change in bargaining unit as mutually agreed to by the Executive Boards or designees.

Section 18.10.2.

An employee, supervisor, Union President or Business Agent may request a reclassification by providing the current job description along with a written description of the duties, responsibilities and/or qualifications that warrant a reclassification to the appropriate Human Resources Officer. An individual may request a reclassification only once every 18 calendar months. The Human Resources Officer will contact the Union President to assemble the committee to review the request within ninety (90) days.

Section 18.10.3.

The immediate supervisor may request that a position be reviewed where the duties, responsibilities, and/or qualifications of said position have changed enough to warrant a

job reclassification. The supervisor will forward to the Human Resources Officer or designee a job description that shows the change in responsibilities. The Human Resources Officer or designee will contact the Union President to assemble a committee to review the request within ninety (90) days.

Section 18.10.4.

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

Section 18.10.5.

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

A R T I C L E X I X

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.

The term of this Agreement shall be September 1, 2022, through August 31, 2025. The terms of this agreement will continue in force and effect after expiration pursuant to RCW 41.56.123.

Section 19.2.

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

Section 19.3.

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

Section 19.4.

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

Section 19.5.

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

ARTICLE XX

NO STRIKE

Section 20.1. No Lock Out/No Strike.

For the duration of this Agreement, the employer will not lock out employees nor will the employees engage in any strike or other work stoppage. In the event another bargaining unit engages in a strike during the terms of this Agreement, the work year of the members of this bargaining unit will also be adjusted and rescheduled following the strike to ensure that the bargaining unit members do not lose annual salary; once restructured and worked, the members will pay back to the District any unemployment payments they have received. In the event the District asks this bargaining unit to work during the strike of another bargaining unit, the District will not ask members of this bargaining unit to do the work of the striking unit.

APPENDIX A

<u>Professional/Technical 2022-23 Salary Schedule</u>	<u>(1 - 3 Yrs) Step 1</u>	<u>(4 - 6 Yrs) Step 2</u>	<u>(7 - 9 Yrs) Step 3</u>	<u>(10-12 Yrs) Step 4</u>	<u>(13+ Yrs) Step 5</u>
Level B	58,611	61,057	63,495	65,940	68,382
Business Services Generalist Camera Technician & Scholar Management Communication Facilitator CTE Support Specialist Curriculum Support Specialist Guidance Support Specialist Learning Facilitator Library Audio/Visual Specialist	\$28,17837	\$29,35433	\$30,52644	\$31,70192	\$32,87596
Level B.2	\$61,057	\$63,601	\$66,142	\$68,686	\$71,233
Financial Technician	\$29,35433	\$30,57740	\$31,79904	\$33,02212	\$34,24663
Level C	\$63,495	\$67,158	\$70,824	\$74,487	\$78,148
Career & College Specialist Certified Occupational Therapy Assistant CHOICE and Student Release Specialist Help Desk Specialist Human Resources Generalist Instructional Materials Specialist Physical Therapist Assistant Science Center Supervisor Vision Program Assistant Web Media Support Specialist	\$30,52644	\$32,28750	\$34,05000	\$35,81106	\$37,57115
Level C.2	\$67,158	\$71,031	\$74,908	\$78,784	\$82,657
Assessment & Instructional Materials Generalist Sign Language Interpreter	\$32,28750	\$34,14952	\$36,01346	\$37,87692	\$39,73894
Level D	\$68,382	\$73,267	\$78,148	\$83,035	\$87,922
Certified Braille Transcriber Communications Help Desk Specialist Deaf-Blind Intervener Guest Employee and Absence Management Specialist Help Desk - MIS Support Help Desk Specialist - Coordinator Help Desk Specialist - Internet Academy/Truman Help Desk Specialist - MIS Trainer Lead Financial Technician Licensed Healthcare Specialist - LPN/RN Maintenance Services Specialist Multimedia Specialist Videographer/Writer Re-Engagement Facilitator Security Officer Special Education Data Analyst Technology Hardware and Systems Technician Transportation Safety/Training Coordinator Web Media Specialist - TFL	\$32,87596	\$35,22452	\$37,57115	\$39,92067	\$42,27019
Level D.2	\$73,267	\$78,502	\$83,731	\$88,965	\$94,203
Assessment Analyst Transportation Services Specialist	\$35,22452	\$37,74135	\$40,25529	\$42,77163	\$45,28990
Level E	\$78,148	\$83,035	\$87,922	\$92,804	\$97,687
Buyer Compensation Specialist Data Visualist/Infographics Analyst Fiscal Administrative Specialist Nutrition Services/Central Kitchen Supervisor Payroll Benefits Specialist Payroll Compensation Specialist Payroll Retirement Specialist	\$37,57115	\$39,92067	\$42,27019	\$44,61731	\$46,96490
Level E.2	\$83,035	\$88,227	\$93,421	\$98,607	\$103,793
Budget Analyst/Grants Coordinator Financial Analyst	\$39,92067	\$42,41683	\$44,91394	\$47,40721	\$49,90048
Level F	\$87,922	\$92,804	\$97,687	\$102,574	\$107,454
Help Desk Supervisor Lead Security Officer Security Coordination Officer Student and Demographic Forecaster Technology Equipment Repair Supervisor Transportation Services Coordinator	\$42,27019	\$44,61731	\$46,96490	\$49,31442	\$51,66058

*Longevity Stipend: 1.5% for 15 years in district
Annual salary based on 260 days, 8 hours per day

** Guest employees compenstated at the first step of salary schedule

**FEDERAL WAY PUBLIC SCHOOLS
PROFESSIONAL-TECHNICAL EMPLOYEES UNION
JOB TITLES**

Level B

Business service Generalist
Camera Technician & Scholar Management
Communication Facilitator
CTE Support Specialist
Curriculum Support Specialist
Guidance Support Specialist
Learning Facilitator
Library Audio/Visual Specialist

Level B.2

Financial Technician

Level C

Career & College Specialist
Certified Occupational Therapy Assistant
CHOICE & Student Release Specialist
Help Desk Specialist
Human Resources Generalist
Instructional Materials Specialist
Physical Therapist Assistant
Science Center Supervisor
Vision Program Assistant
Web Media Support Specialist

Level C.2

Assessment & Instructional Materials Generalist
Sign Language Interpreter

Level D

Certified Braille Transcriber
Communications Help Desk Specialist
Deaf-Blind Intervener
Guest Employee and Absence Management Specialist
Help Desk – MIS Support
Help Desk Specialist – Coordinator
Help Desk Specialist – Internet Academy/Truman
Help Desk Specialist – MIS Trainer
Licensed Healthcare Specialist – LPN/RN

Maintenance Services Specialist
Multimedia Specialist Videographer/Writer
Re-Engagement Facilitator
Security Officer
Special Education Data Analyst
Technology Equipment Repair Technician
Transportation Safety/ Training Coordinator
Web Media Specialist-TFL

Level D.2

Assessment Analyst
Transportation Services Specialist

Level E

Buyer
Compensation Specialist
Data Visualist/Infographics Analyst
Fiscal and Administrative Generalist
Nutrition Services Central Kitchen Supervisor
Payroll Benefits Specialist
Payroll Compensation Specialist
Payroll Retirement Specialist

Level E.2

Budget Analyst/Grants Coordinator
Financial Analyst

Level F

Help Desk Supervisor
Lead Security Officer
Security Coordination Officer
Student and Demographic Forecaster
Technology Equipment Repair Supervisor
Transportation Services Coordinator

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

GRIEVANCE FORM

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

TO: Human Resource Officer
Title

FROM: _____
Grievant

Position or Title

Home Address

Home Phone

City

Zip

Work Location

Department or Grade

Date grievance occurred: _____

Date met with Supervisor prior to filing grievance: _____

Specific Article and/or Section of Agreement allegedly violated: _____

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

ACTION OR REMEDY REQUESTED;

Signature of Grievant

Date

Date Grievance Received: _____

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

GRIEVANCE FORM

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

TO: Human Resource Officer
Title

FROM: _____
Grievant Position or Title

_____ Home Address Home Phone

_____ City Zip

_____ Work Location Department or Grade

Date grievance occurred _____

Level 1 Meeting Date: _____

ATTACH A COPY OF THE LEVEL 1 GRIEVANCE

_____ Signature of Grievant

_____ Date

Date Grievance R _____

PROFESSIONAL-TECHNICAL PERFORMANCE EVALUATION
Federal Way Public Schools

Appendix C

Performance Evaluation

Section C.1 Evaluation Year Long Process. Professional-Technical Association employees will be evaluated by their direct supervisor or a designee assigned by their direct supervisor.

Section C.1.1 Start of year process. By September 30th Professional-Technical Association employees must be given the goal setting form found in Appendix C and evaluation form that includes job specific criteria written by the direct supervisor based on the employee’s job description. The employee must complete the goal-setting form prior to the “start of year” meeting with their direct supervisor or designee (from now on referred to as “evaluator”), which must occur by October 31st. Evaluator and employee will meet to share goals, job specific criteria, evaluation competencies, and the schedule for the evaluation process.

Section C.1.2 Mid –year process. A mid-year conference between the evaluator and employee for a formative evaluation using the Professional Technical Performance Evaluation form found in Appendix X must occur by January 31st. The formative conference is a “check-in conversation” between the employee and the evaluator and does not go into the employee’s personnel file.

- a. For the formative evaluation, the evaluator scores each competency where evidence is sufficient to score.
- b. Comments are optional except for competencies with a rating of Unsatisfactory (1). Competencies with a rating of Unsatisfactory (1) require a plan of support and/or evidence of what the evaluator needs to see for the employee to achieve a rating of Meets Basic Expectations (2) or Meets Full Expectations (3). The evaluator may choose to include the following in the plan of support:
 - i. The identification of resources and support that are available, and
 - ii. A timeline that outlines a reasonable timeframe and procedures for assessing progress.
- c. The Overall Performance Rating is not calculated mid-year.
- d. Goals should be reviewed for progress towards completion and may be adjusted if needed.

Section C.1.3 End of year process. Employees will have a summative evaluation annually using the Professional-Technical Performance Evaluation form found in Appendix C.

- a. Summative written evaluations will be completed and distributed according to the following schedule:
 - i. For twelve (12) month employees, no later than August 15th.
 - ii. For less than twelve (12) month employees, no later than June 1st.
- b. Goals should be discussed to determine if they were completed. If goals were not completed, the employee should share the reason why their goals were not met with the evaluator.
- c. Comments are optional except for competencies with a rating of Unsatisfactory (1). Competencies with a rating of Unsatisfactory (1) require a plan of support and/or evidence of what the evaluator needs to see for the employee to achieve a rating of Meets Basic Expectations (2) or Meets Full Expectations (3). The evaluator may choose to include the following in the plan of support:
 - i. The identification of resources and support that are available, and
 - ii. A timeline that outlines a reasonable timeframe and procedures for assessing progress.
- d. If an employee receives an overall evaluation that is unsatisfactory, the employee shall be provided with a copy of the evaluation at least one (1) day prior to the conference with the evaluator,

PROFESSIONAL-TECHNICAL PERFORMANCE EVALUATION
Federal Way Public Schools

- e. exceptions to this one (1) day rule must be mutually agreed upon by the evaluator and the employee. The employee may request that an Association representative be present for this meeting.
- f. The employee and evaluator will both sign the summative evaluation. This signature acknowledges the receipt of the evaluation only and does not signify agreement with the evaluation. The employee may submit a written response to their evaluator.
- g. The evaluator will then submit the signed evaluation to the Human Resources department with any written response provided by the employee to Human Resources.

Section C.2 Probation Process. If an evaluator anticipates an unsatisfactory overall summative score at any time during the year and would consider termination based on performance, the following process must be followed:

- a. The evaluator must first implement a plan of support, which shall include the provisions of Section C.1.2(b). The plan of support under Section C.1.2(b) shall include a schedule of conferences with the evaluator of not less than twice per month.
- b. The evaluator must give written notice to the employee of the summative overall score they must achieve in order to retain their employment (Basic or Full) as part of the plan.
- c. The employee and the evaluator shall sign documentation acknowledging each of these conferences.
- d. The timeline under Section C.1.2(b) shall extend a maximum of sixty (60) working days.
- e. At the end of this time-period, the employee will be re-evaluated using the Professional-Technical Performance Evaluation form found in Appendix C. The result of this summative evaluation will be either a satisfactory evaluation, an extended timeline for improvement to be made with the steps of this subsection continued, or a termination notice.
- f. Employees are not eligible for a transfer while on probation.
- g. No employee may be terminated for poor job performance unless the employer has followed the probation process within a twelve (12) month period.
- h. Probation plans of support shall be provided to the Association within ten (10) business days of the employee being notified.

Section C.3

- a. The evaluation provisions described above are for the purpose of dealing with performance-based concerns. They are not intended to be a requisite procedure for dealing with conduct that warrants discipline. In such cases, discipline will be administered in a manner that is reasonable and, if appropriate, progressive, based on the magnitude and the scope of the misconduct. The parties recognize that the line between unacceptable behavior and unacceptable performance can, at times, be imprecise. Therefore, the parties commit to work together to resolve disagreements regarding which procedures should apply. Terminations for performance are subject to the provisions of Article XII Discipline and Discharge of Employees.
- b. Employees may file a grievance under Article XVI if they believe the evaluation process was not followed.

PROFESSIONAL-TECHNICAL PERFORMANCE EVALUATION
Federal Way Public Schools

Employee Name:	ID#:	Bldg:	Date:		
Type of Evaluation:	<input type="checkbox"/> Formative (Mid-Year)	<input type="checkbox"/> Summative (End of Year)			
PERFORMANCE EVALUATION INSTRUCTIONS					
For each competency, mark the rating that best describes the employee's performance where evidence is sufficient to score. Comments are optional except for competencies with a rating of "1". The Overall Performance Rating is only calculated on the Summative Evaluation. The Overall Performance rating is calculated by totaling the ratings of each competency. See Appendix C of the Professional-Technical Contractual Agreement for full guidelines.					
RATING SCALE	DEFINITION				
4 = Exceeds Expectations	All of "Meets Expectations" and in addition consistently exceeds job requirements. Contributes well beyond job demands. Seizes initiative in development and implementation of challenging work goals. Each project or job is done thoroughly and on time. Thinks beyond details of the job, working toward the overall goals of the component.				
3 = Meets Full Expectations	Performance is what is expected of a fully qualified and experienced person in this position. All competencies are met. Consistently meets all performance expectations and standards. Job well done. Errors are minimal and seldom repeated. Prioritizes problems and projects well. Requires normal supervision and follow-up. Almost always completes work or projects on schedule.				
2 = Meets Basic Expectations	Competencies are generally met but full results are not yet totally achieved. Occasionally falls short of consistently meeting performance expectations and standards. Some performance aspects were met partially, incomplete, or not up to expectation. Continuing to learn aspects of the position.				
1= Unsatisfactory	Competencies are consistently not met. Employee consistently fails to meet performance expectations. Needs significant improvement. Excessive attention by supervisor is required. A plan of support is required.				
JOB TITLE Criteria (Written by HR & Direct Supervisor based on Job Description)		1 - Unsatisfactory	2 - Meets Basic Expectations	3 - Meets Full Expectations	4 - Exceeds Expectations
COMPETENCIES					
JOB EXPECTATIONS					
<ul style="list-style-type: none"> Quality of performance Knowledge and ability of skills required Willingness to learn new skills 		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
INITIATIVE					
<ul style="list-style-type: none"> Resourceful Gives input to decisions Self-starter and self-motivated Creates and completes quality goals 		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
COLLABORATION					
<ul style="list-style-type: none"> Teamwork Takes on roles for team Works well with others 		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
ATTITUDE					
<ul style="list-style-type: none"> Works well with others Flexible, adaptable, cooperative 		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROFESSIONAL-TECHNICAL PERFORMANCE EVALUATION
Federal Way Public Schools

Comments:

	1 - Unsatisfactory	2 - Meets Basic Expectations	3 - Meets Full Expectations	4 - Exceeds Expectations
DEPENDABILITY				
<ul style="list-style-type: none"> Punctual and on time Meets deadlines 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
CULTURAL COMPETENCY				
<ul style="list-style-type: none"> Recognizes and respects cultural differences Assumes responsibility for supporting the social and emotional safety of all 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
CUSTOMER RELATIONS				
<ul style="list-style-type: none"> Works professionally with staff, parents, students, and/or vendors 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
CONFIDENTIALITY				
<ul style="list-style-type: none"> Follows FERPA laws Discloses information only with proper authorization 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
PROBLEM SOLVING				
<ul style="list-style-type: none"> Solution-oriented Critical thinker Brings forth ideas for improvement 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
COMMUNICATION				
<ul style="list-style-type: none"> Writes and communicates clearly, accurately, and respectfully 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
TIME MANAGEMENT				
<ul style="list-style-type: none"> Meets deadlines Work is efficient, timely, and productive 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
Unsatisfactory = 11-18 Basic = 19-29 Full = 30-41 Exceeds = 42-44 OVERALL PERFORMANCE RATING:				
Evaluator Overall Comments:				

Employee's Signature

Date

Evaluator's Signature

Print Evaluator's Name

Building

Date

PROFESSIONAL-TECHNICAL EMPLOYEE GOAL SETTING FORM
Federal Way Public Schools

Employee Name: _____ Meeting Date: _____

Job Title: _____ School Year: _____

<p>Employee Goals</p> <p>Use this form to set goals for the year. During the formative and summative evaluation meetings, the employee will have the opportunity to share with the evaluator progress toward the goals set at the beginning of the year. Please set up to three (3) goals.</p> <p>A good starting place for setting goals is to consider your accountabilities to support the goals for your department/school or the district, growth areas from previous evaluations, as well as what responsibilities make up the bulk of your work. In addition, consider what behaviors or skills are required to be successful and which of those you want to improve.</p> <p>Consider goals that are related to your School Improvement Plan, department's success, and/or the <u>District Strategic Plan</u>, as well as professional development that support your career.</p> <p>The employee's ability to set and meet goals will be assess as part of the Initiative competency on the evaluation form.</p> <p>The template below is designed to help you to create goals.</p>
<p>GOAL TEMPLATE</p> <p style="padding-left: 40px;">Goal: What is your goal? (100 words or less.)</p> <p style="padding-left: 40px;">Actions: What specific activities are required to meet this goal?</p> <p style="padding-left: 40px;">Job Relevancy: How does this goal relate to your work and responsibilities?</p> <p style="padding-left: 40px;">Resources Needed: What do you need to accomplish the goal and/or activities/procedures?</p> <p style="padding-left: 40px;">Due Date: Choose a specific date when this goal should be successfully met or exceeded?</p>
<p>GOAL #1</p> <p style="padding-left: 40px;">Goal:</p> <p style="padding-left: 40px;">Actions:</p> <p style="padding-left: 40px;">Job Relevancy:</p> <p style="padding-left: 40px;">Resources Needed:</p> <p style="padding-left: 40px;">Due Date:</p>
<p>GOAL #2</p> <p style="padding-left: 40px;">Goal:</p> <p style="padding-left: 40px;">Actions:</p> <p style="padding-left: 40px;">Job Relevancy:</p> <p style="padding-left: 40px;">Resources Needed:</p> <p style="padding-left: 40px;">Due Date:</p>
<p>GOAL #3</p> <p style="padding-left: 40px;">Goal:</p> <p style="padding-left: 40px;">Actions:</p> <p style="padding-left: 40px;">Job Relevancy:</p> <p style="padding-left: 40px;">Resources Needed:</p> <p style="padding-left: 40px;">Due Date:</p>

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

FOR FEDERAL WAY PROFESSIONAL-
TECHNICAL ASSOCIATION #717

BY: DocuSigned by:
Brian Beck
7DE82D5A45FD429...
Brian Beck, Chapter President

DATE: 2/22/2023

FOR FEDERAL WAY PUBLIC SCHOOLS #210

BY: DocuSigned by:
Dr. Dani Pfeiffer
D1800E12FF39439...
Dr. Dani Pfeiffer, Superintendent

DATE: 3/3/2023

FEDERAL WAY SCHOOL BOARD

BY: DocuSigned by:
Trudy Davis
7700008EF8334F1...
Trudy Davis, President

BY: DocuSigned by:
Quentin Morris
C5D38787849D47C...
Quentin Morris, Director District 1

BY: DocuSigned by:
Dr. Jennifer Jones
8591538C3A00485...
Dr. Jennifer Jones, Director District 2

BY: DocuSigned by:
Luckisha Phillips
7C4F36D19ADC477...
Luckisha Phillips, Director District 3

BY: DocuSigned by:
Hiroshi Eto
B555679A31ED424...
Hiroshi Eto, Director 5

DATE: 2/22/2023