

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**FEDERAL WAY PUBLIC SCHOOL DISTRICT #210**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
FEDERAL WAY PUBLIC SCHOOL DISTRICT**

SEPTEMBER 1, 2016 - AUGUST 31, 2019



**Public School Employees of Washington / SEIU Local 1948**

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

- 1            2  
3            1. The efficient administration of the system of public instruction and well-being of employees requires  
4            that orderly and constructive relationships be maintained between the parties hereto.  
5
- 6            2. Subject to law and the paramount consideration of service to the public, employee-management  
7            relations should be improved by providing employees an opportunity for greater participation in the  
8            formulation and implementation of policies and procedures affecting the conditions of their  
9            employment.  
10
- 11          3. Effective employee-management cooperation requires a clear statement of the respective rights and  
12          obligations of the parties hereto.  
13
- 14          4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration  
15          of the District and the well-being of the employees within the spirit of the Public Employees  
16          Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices  
17          and procedures, and to provide means for amicable discussion and adjustment of matters of mutual  
18          interest.  
19

## P R E A M B L E

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21  
22            This Agreement is made and entered into between the Federal Way Public Schools, District #210  
23            (hereinafter referred to as the "District") and Public School Employees of Federal Way, an affiliate of  
24            Public School Employees of Washington (hereinafter referred to as the "Union").  
25

26            In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
27            promulgated pursuant thereto, and in consideration of the mutual obligations contained therein, the  
28            parties agree to the following:  
29

## A R T I C L E   I

### R E C O G N I T I O N   A N D   C O V E R A G E   O F   A G R E E M E N T

#### **Section 1.1.**

36            The District hereby recognizes the Union as the exclusive representative of all employees in the  
37            bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing the  
38            interests of all such employees.  
39  
40

#### **Section 1.2.**

41            Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
42            imply a confidential relationship to the Board of Education or Superintendent of the District pursuant to  
43            RCW 41.56.030 (2).  
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1 **Section 1.3. Bargaining Unit.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees within  
3 the following general service departments. Employees shall have classification seniority and service  
4 department seniority.

- 5
- 6 • Paraeducators.
- 7
- 8 • Nutrition Services, which includes the following two classifications:
  - 9 ○ Central Kitchen Staff and School Kitchen Staff
  - 10 ○ Central Kitchen Truck Drivers and Warehouse Staff
- 11
- 12 • Transportation Services, which includes the following four classifications:
  - 13 ○ Bus Drivers
  - 14 ○ Bus Assistants
  - 15 ○ Shop Personnel
  - 16 ○ Driver Trainers
- 17
- 18 • Distribution Center
- 19

20 Excluded from this Agreement shall be the following positions: Nutrition Services Director, Assistant  
21 Nutrition Services Director, Nutrition Services Chef Manager, Nutrition Services Field Supervisors,  
22 Nutrition Services Food Service Supervisors, Transportation Director, Transportation Manager,  
23 Transportation Services Manager, Transportation Services Coordinator, Transportation Services  
24 Specialists, and substitute employees. (A substitute shall be defined as an employee who is employed  
25 sporadically on an as-needed basis.)

26 **Section 1.3.1. Temporary Employees.**

27 A temporary employee shall be defined as a person hired in a position which is posted with a  
28 fixed beginning and ending date, not to exceed ninety (90) working days from the date of  
29 employment, and in which there is no reasonable assurance of continued employment. During  
30 this period, the employee will be covered by all the terms and conditions of this Agreement.  
31

32 **Section 1.3.1.1. Substitute Employees.**

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

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

1 **Section 1.3.1.1.1.**

2 Substitutes with ten (10) or more years of prior job classification experience shall be  
3 compensated at year 2 of Schedule A. All other substitutes shall be compensated at  
4 year 1. Employees whose work experience was earned outside of Federal Way Public  
5 Schools shall successfully serve a 90 days-of-work qualifying period prior to being  
6 placed on year 2 of Schedule A.  
7

8 **Section 1.3.1.1.2.**

9 Employees who begin employment as a substitute employee and complete sixty (60)  
10 days of work within a twelve (12) month period shall be reimbursed for the cost of  
11 their background checks.  
12  
13  
14

15 **ARTICLE II**

16 **RIGHTS OF THE EMPLOYER**

17 **Section 2.1.**

18 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
19 vested in the Board of the District. Included in these rights in accordance with and subject to applicable  
20 laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to  
21 hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote  
22 or take other disciplinary action against employees; and the right to release employees from duties  
23 because of lack of work or for other legitimate reasons. The District shall retain the right to maintain  
24 efficiency of the District operation by determining the methods, the means, and the personnel by which  
25 such operations are to be conducted.  
26  
27  
28

29 **Section 2.2.**

30 The right to make reasonable rules and regulations shall be considered as acknowledged functions of the  
31 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
32 matters of working conditions, the District shall give due regard and consideration to the rights of the  
33 Union and the employees and to the obligations imposed by this Agreement.  
34  
35  
36

37 **ARTICLE III**

38 **RIGHTS OF THE EMPLOYEES**

39 **Section 3.1.**

40 It is agreed that all employees subject to this Agreement shall have the right to join and assist the Union  
41 and to, freely and without fear of penalty or reprisal, be protected in the exercise of this right. The  
42 freedom of such employees to assist the Union shall be recognized as extending to participation in the  
43 management of the Union. Officials and members of the Union may present the views of the Union to  
44 the Board of Education of the District or any other governmental body, group, or individual. The District  
45 shall not encourage or discourage membership in the Union.  
46  
47  
48

1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern, related to hours and working  
3 conditions, to the attention of appropriate Union representatives and/or appropriate District  
4 administration officials.

5  
6 **Section 3.3.**

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

10  
11 **Section 3.4.**

12 Neither the District nor the Union shall illegally discriminate against any employee covered by this  
13 Agreement, on the basis of race, color, national origin or ethnicity, religion, creed, age, sex or gender,  
14 sexual orientation, gender expression or identity, marital or family status, disability, or use of a trained  
15 dog guide or service animal, military or veteran status, nor in violation of any other applicable state or  
16 federal laws.

17  
18 **Section 3.5.**

19 Clear communication is the responsibility of both the employee and the supervisor.

20  
21 **Section 3.6. Drug/Alcohol Testing.**

22 The parties acknowledge that the District is required to maintain a drug and alcohol testing program for  
23 all positions which require a commercial driver's license (CDL). The District shall provide information  
24 from the applicable Codified Federal Regulations (CFRs) regarding prohibited drugs and all testing  
25 requirements to all CDL holders on an annual basis. The impact of any changes in policy, procedures,  
26 or operational practices shall be bargained with the Union. Such requirements shall not bar the District  
27 from taking steps necessary to comply with federal or State regulations.

28  
29 **Section 3.6.1.**

30 Any "reasonable cause" testing of non-CDL employees shall be done in compliance with District  
31 policy and the operational practices used for CDL employees.

32  
33 **Section 3.7.**

34 The District shall provide a list of authorized locations for CDL physicals for employees whose position  
35 requires a CDL. Drivers will be required to provide receipt of payment from medical facility along with  
36 documentation that the examination was a DOT physical. Blood test and/or other routine exams or tests,  
37 not required for CDL, will not be reimbursed. Drivers choosing to have DOL Physical at a location other  
38 than from the District's list of authorized locations will receive reimbursement for out of pocket expenses  
39 only up to the District's cost from their locations.

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**ARTICLE IV**

**RIGHTS OF THE UNION**

**Section 4.1.**

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

**Section 4.2.**

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

**Section 4.3.**

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

**Section 4.3.1.**

In the event that a District employee is elected to state or zone positions in the Union, the labor/management committee will meet to determine the additional hours above those provided in Section 4.3. that may be necessary to fulfill position requirements.

**Section 4.4.**

The District will distribute a hard copy of this agreement to each work location. The agreement will be printed by the union. The District shall provide each new employee, at time of hire, a copy of this agreement. Otherwise the complete agreement will be posted on the HR page of the District's website in downloadable pdf form.

**Section 4.4.1.**

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

**Section 4.5.**

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

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**Section 4.6.**

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

**Section 4.7. Bulletin Board.**

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

**Section 4.7.1.**

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

**Section 4.7.2.**

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

**ARTICLE V**

**UNION MEMBERSHIP AND CHECKOFF**

**Section 5.1.**

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

**Section 5.2.**

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

**Section 5.3.**

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

**Section 5.4. Checkoff.**

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



1 **Section 5.5.**

2 The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit  
3 instituted against the District on account of any checkoff of Union dues (Section 5.4.) or requirement  
4 that employees pay membership or representation fees to the Union or a charitable organization as a  
5 condition of employment (Section 5.2.), or voluntary contributions.  
6

7 **Section 5.6. Committee On Political Empowerment (COPE).**

8 The District shall upon receipt of a written authorization form that conforms to legal requirements,  
9 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
10 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union. The  
11 employee may revoke the request at any time. At least annually, the employee shall be notified by the  
12 PSE State Office about the right to revoke the request.  
13  
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16 **ARTICLE VI**

17 **APPROPRIATE MATTERS FOR CONSULTATION AND REPRESENTATION**

18  
19  
20 **Section 6.1.**

21 It is agreed that the appropriate matters for consultation and negotiation between the District and the  
22 Union shall be limited to grievance procedure, wages, hours, and working conditions.  
23

24 **Section 6.2.**

25 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
26 the other party to advise, discuss, or consult regarding matters concerning working conditions not  
27 covered by the Agreement. This should not be construed to amend Section 6.1. in any way.  
28

29 **Section 6.3.**

30 It is agreed and understood that the District shall notify the Union of any proposed changes to Board  
31 policies which affect the terms and conditions of this Agreement. Said notification shall not be less than  
32 five (5) working days prior to taking action on such proposed changes.  
33

34 **ARTICLE VII**

35 **UNION REPRESENTATION**

36  
37  
38 **Section 7.1. Labor/Management Committee.**

39 It is the goal of the District and the Union to hold regular labor/management meetings for the purpose of  
40 maintaining open communication and to strive to resolve problems at the lowest possible level.  
41

42 **Section 7.2.**

43 Copies of official minutes of Labor/Management Committee meetings held between the parties will be  
44 prepared and made available to the Union by the District within ten (10) calendar days. The Labor/  
45 Management Committee members will identify a note taker for each meeting. The note taker will be  
46 responsible for giving the notes to the District's Human Resources administrative assistant. The union  
47 will be responsible for providing the district with an agenda one (1) week in advance of the meeting. If  
48 no agenda is provided, the meeting will be canceled.

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**Section 7.3.**

Union representatives, when leaving their work to attend meetings called pursuant to Section 7.1. above, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The said representatives will report to their supervisors when they return to work.

**Section 7.4.**

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

**ARTICLE VIII**

**HOURS OF WORK AND OVERTIME**

**Section 8.1.**

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

**Section 8.1.1. Job Sharing – Transportation Department.**

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

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

1. The applicant(s) must identify/demonstrate a specific need for a Job Share.
2. The Job Share shall be for an identified specific period of time, but must be within a given school year, and for a maximum of only one year at a time. A job share can be requested at any time during the school year.
3. The terms of each Job Share shall be reduced to writing and the Department, the Union, and the Human Resources Department must concur with the terms.
4. The seniority date of a Job Share team shall be based on the seniority date of the least senior member.
5. A Job Share will be limited to forty (40) combined hours per week unless no other regular employee is available. In the event permanent additional hours are assigned (as provided in Section 8.11.4.), benefits will be adjusted accordingly. In the event the Job Share team is dissolved, any time beyond forty (40) hours will be redistributed in accordance with Section 8.11.2.1.
6. Bidding for permanent midday work by Job Share team members will be allowed. The Department retains the right to attach midday work to contiguous AM or PM routes.

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7. Bidding rights for Job Share team members for extra work shall be limited to those times when no other regular driver is available, unless one of the partners waives bidding rights. In that case, the remaining partner shall be entitled to bid the remainder of the team's forty (40) hours from their own seniority slot. The waiving of bidding rights must be done in writing at the time of the request. For all bidding assignments during District winter break, midwinter and spring break, Job Share individuals can bid from their own seniority number.
  8. Unless there is a hardship situation that is known to the Department, the Job Share participants will act as substitutes for each other. They will make substitute arrangements with each other and notify the dispatcher of any changes as early as possible, but not later than one (1) hour prior to bus departure time.

13 **Section 8.1.2. Job Sharing – Paraeducator Division/Nutrition Services.**

14 Job Sharing For Paraeducator Division and Nutrition Services. The District shall consider  
15 applications for job sharing in the Nutrition Services and Paraeducator Divisions.

16

17 **Section 8.1.3.**

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

21

22 **Section 8.2. Calendars.**

23

24 **Section 8.2.1. Transportation Department Calendar.**

25 To the extent possible, transportation employees shall be provided with estimated work calendars  
26 pertaining to prospective routes prior to the day of bidding. If workdays are not disclosed at the  
27 time of bidding, drivers with out-of-District routes/runs may request alterations to their schedules  
28 prior to November 1. Such alterations may result in loss of pay.

29

30 **Section 8.2.2. Paraeducator Division Calendar.**

31 Paraeducators shall be provided with school calendars by August 15 for the upcoming school  
32 year. Such notification does not constitute a personal contract and is subject to change.  
33 Paraeducators shall be specifically informed of their status as "required," "optional," or "off" on  
34 all days which certificated staff are working and students are not in attendance. Employees who  
35 choose to attend optional District-sponsored training (e.g. literacy day training) can consult with  
36 their supervisor to determine eligibility for work time, staff development time, or flexible hours.

37

38 **Section 8.2.3. Paraeducator Division.**

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

42

43 **Section 8.2.4.**

44 Members of the Union will be surveyed regarding the development of the school year calendar.  
45 Results of the survey will be given serious consideration prior to the adoption of the calendar.

46

47

48

1 **Section 8.3.**

2 Each employee other than those working in Bus Driver, Bus Assistant or Nutrition Services positions  
3 will be assigned to regular hours during an established workweek by his/her supervisor. All such hours  
4 shall be designated with beginning and ending times. The employee will be given notification of a  
5 change of hours of his/her shift. Such notice shall be one (1) calendar week prior to the change being  
6 made. Said notice may be waived by the employee or the employer when an exceptional circumstance  
7 exists. Nutrition Services employees shall be covered by the provisions of Bus Driver Section 8.11.9.,  
8 which provides for alternative notice provisions.

9  
10 **Section 8.3.1. First Shift – Shop Personnel.**

11 The first shift shall be the period of time of assigned work that begins between the hours of  
12 4:30 a.m. and 9:30 a.m., and shall be known as the day shift. Said shift for full-time personnel  
13 shall consist of eight (8) hours of work excluding a thirty (30) minute lunch. Bus Drivers are all  
14 considered to be on the day shift.

15  
16 **Section 8.3.2. Second Shift – Shop Personnel.**

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

20  
21 **Section 8.3.3. Third Shift – Shop Personnel.**

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

26  
27 **Section 8.4.**

28 There shall be a thirty (30) minute uninterrupted meal period on the employee's own time for each  
29 employee who works a regularly scheduled shift of more than five (5) hours. Said meal period shall be  
30 as near the middle of the shift as is practicable. No employee shall be required to work more than five  
31 (5) consecutive hours without a meal period. No employee may be required to accept a meal period in  
32 excess of thirty (30) minutes. No employee working less than four (4) hours may be required to accept  
33 a meal period.

34  
35 **Section 8.4.1.**

36 Employees represented by Public School Employees Bargaining Unit are entitled to rest periods  
37 and meal breaks as listed below:

38  
39 **Rest Periods.**

40 Less than four (4) continuous hours worked - No rest period

41 At least four (4) continuous hours worked - One (1) rest period

42 (The Employee's rest period should be scheduled to be taken by the third hour worked.)

43 At least eight (8) continuous hours worked - Two (2) rest periods

44 (The Employee's second rest period should be scheduled to be taken by the seventh hour worked.)

45  
46 Such fifteen (15) minute rest period(s) shall occur as near the middle of the shift or half shift as  
47 practical. To qualify as "continuous hours worked" there must be fifteen (15) or less minutes

1 between positions or work assignments. It is understood that an unpaid meal period will not be  
2 counted in determining “continuous hours worked.”  
3

4 **Meal Breaks.**

5 More than five (5) continuous hours worked - A 30-minute uninterrupted meal period on the  
6 employee’s own time.  
7

8 **Section 8.4.1.1.**

9 Employment and Transition Paraeducators will be expected to be present during all  
10 student attendance times. Meal periods and breaks will be coordinated between the  
11 employee and the supervising teacher. The employee will be paid for meal periods spent  
12 with students.  
13

14 **Section 8.4.2.**

15 Unpaid meal periods are the employee's personal time. Employees may leave their assigned  
16 campus during meal periods provided any signing out procedures are complied with. If an  
17 employee is directed to be on call during an unpaid meal period, and during the thirty (30) minute  
18 meal period the employee; a) can pursue his or her mealtime adequately and comfortably, b) is  
19 not engaged in the performance of any substantial duties, and c) does not spend time  
20 predominantly for the District's benefit, the employee who is on call is considered relieved of  
21 duty and is not entitled to compensation.  
22

23 **Section 8.4.3.**

24 Under the current delivery system, Nutrition Services truck drivers assigned to more than five  
25 (5) hours shall be on call during their meal period and shall be paid for their time.  
26

27 **Section 8.5.**

28 All employees required by their supervisor to work through all or part of their meal period will be  
29 provided with the remaining balance of their meal period, plus five (5) minutes at a time agreed upon by  
30 the employee and supervisor. If employees work the entire shift and do not receive a compensatory meal  
31 period, they shall be paid for any lost meal period at the appropriate rate.  
32

33 **Section 8.6.**

34 Generally, no employee shall be assigned to a shift of less than two (2) hours. Employees in the  
35 Paraeducator Division may be assigned shifts of less than two (2) hours. Paraeducator positions of less  
36 than two (2) hours shall be reviewed annually and may be dissolved at the discretion of the building  
37 administrator at the end of the school year. No position shall be posted with a split shift unless all  
38 employees at the same work site have refused the opportunity to be assigned the increased hours. The  
39 Nutrition Services Department shall be permitted to assign shifts of not less than one (1) hour for the  
40 purpose of serving the breakfast program. Transportation runs shall not be considered split shifts. The  
41 District may offer intermittent pieces of Nutrition Services employment in 15-minute increments to  
42 existing paraeducators who voluntarily wish to accept them.  
43

44 **Section 8.6.1. Call Back.**

45 An employee who is called back to work on other than his/her regular shift and/or workday,  
46 which is not contiguous with his/her regular shift or workday, shall be paid for each duty callback  
47 at a minimum of two (2) hours pay at his/her regular rate.  
48

1 **Section 8.7.**

2 When an employee works in an assignment that is classified under this Agreement, at a higher rate of  
3 pay, and one that is regularly filled by another person, then said employee shall be compensated at the  
4 higher rate of pay. In the event that the person filling the higher paid position does not perform  
5 satisfactorily at that level of responsibility, the administrator may skip the person on the seniority list at  
6 the next occurrence.

7  
8 **Section 8.7.1.**

9 When employees work additional time or assignments in their own general job classification,  
10 they shall be compensated at no less than their regular rate of pay. Additional time or assignments  
11 will first be offered to employees at the work site. A substitute may be assigned to the position  
12 at the substitute rate when no regular employee is available.

13  
14 **Section 8.8.**

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

25  
26 **Section 8.8.1.**

27 Employees who report late for work or leave early due to conditions spelled out in Section 8.8.  
28 will be required to make up the time on a straight-time basis as mutually agreed by the supervisor  
29 and employee. Employees not making up the time will take a salary deduction equal to the  
30 amount of time they have missed.

31  
32 **Section 8.9.**

33 Employees will be notified in advance of meetings called by administration. Employees will be paid for  
34 such meeting time that occurs during their shift or beyond their regular working hours at the regular rate,  
35 when they are required to attend such meetings.

36  
37 **Section 8.10.**

38 The District will make a reasonable effort to call in a substitute whenever a position is temporarily vacant  
39 due to employee absence and heavy workload requirements exist.

40  
41 **Section 8.11. Bus Driver Provisions.**

42  
43 **Section 8.11.1.**

44 The Transportation Department will put runs into routes based upon expected task completion  
45 times. Fueling, interior cleanup, pre-trip and post-trip inspections will be included in the route  
46 time. The District may not require employees to accumulate unusable pieces of paid lay over  
47 time. If additional time is needed for fueling and cleaning activities, it may be added to the route  
48 time.

1 After a driver's initial assignment based on the annual bid, a driver may request a review of  
2 his/her assignment to determine the actual driving time of the assignment, provided that said  
3 review will not exceed ten (10) consecutive work days, and shall be effective from the date of  
4 the request for review.

5  
6 **Section 8.11.1.1.**

7 Routes will be set up basically to be comprised of basic education, or special education.  
8 The department retains the right to attach midday work to contiguous a.m. or p.m. routes,  
9 wheelchair runs, Head Start runs/routes and ECEAP runs/routes.

10  
11 **Section 8.11.1.2.**

12 In even numbered years, Bus Assistants shall bid on routes prior to drivers bidding. In  
13 odd numbered years, Drivers shall bid first. The names of drivers or Assistants bidding  
14 on routes shall be disclosed to the group bidding second.

15  
16 **Section 8.11.1.3. McKinney Vento.**

17 McKinney Vento runs shall be noted on the run bid sheets. Drivers whose runs are  
18 exclusively McKinney Vento shall be guaranteed at the start of the school year, a  
19 minimum of five (5) hours per day, and entitled to all the benefits as outlined in this  
20 Agreement. These runs are exempt from polling. A McKinney Vento driver's hours shall  
21 be reviewed every three months and adjustment made to their contract if necessary. These  
22 routes are exempt from polling. A McKinney Vento driver is allowed to opt out of their  
23 route and go into November polling.

24  
25 **Section 8.11.1.4.**

26 Drivers shall be paid up to two (2) hours, prior to the first day of school, for bus  
27 preparation, run maps, and any other required route/run documentation. If more time is  
28 needed the driver may request additional hours from a supervisor.

29  
30 **Section 8.11.2. Bid/Polling Process**

31 Under normal conditions, the Department will have the routes ready for driver review, bidding,  
32 and/or assignment no later than two (2) weeks prior to the start of school and/or school track.

33  
34 **Section 8.11.2.1.**

35 Run(s) will be reassigned through polling or bidding process in the following cases:

- 36  
37 A. Run(s) that have been vacated by resignation, retirement, termination, voluntary  
38 relinquishment or have been newly created shall be offered in their entirety and  
39 available to all drivers.  
40 B. Prior to November 1st, routes that have increased by sixty (60) or more annual hours  
41 or have been voluntarily relinquished by October 31<sup>st</sup> shall be offered in their entirety.  
42 November polling changes will take effect December 1<sup>st</sup>.  
43 C. Midday and Supplementary work are not subject to the polling process unless  
44 voluntarily relinquished.  
45 D. After December 1<sup>st</sup>, routes that have increased by two (2) or more hours per week  
46 shall be, in their entirety, subject to this process.  
47 E. Available routes will be posted for two (2) working days and awarded by seniority.

1 F. Temporary time changes may or may not be subject to this process as per Section  
2 8.11.4.

3  
4 **Section 8.11.3.**

5 If task completion time estimates are incorrect, adjustments will be made when a correct time  
6 can be determined. Corrected times are subject to Section 8.11.10.

7  
8 **Section 8.11.4.**

9 As additional route(s) or run(s) become available, they will be polled or posted and awarded by  
10 seniority within twenty (20) working days. Assignments shall be “contracted” on the first day of  
11 the month following the first day worked.

12  
13 **Section 8.11.5.**

14 Bus drivers are to consider their full regular assignment, extra work and supplementary work  
15 when awarded as their primary responsibility until otherwise notified by the Department.

16  
17 **Section 8.11.6.**

18 Any changes in a driver's regular assignment as requested by the Department shall be considered  
19 the driver's regular assignment for the day.

20  
21 **Section 8.11.7.**

22 Unless continuous time conditions exist, there will be a minimum route time of two (2) hours.

23  
24 **Section 8.11.8.**

25 Mechanics shall not drive unless all substitute drivers have been called and offered work.  
26 However, an exception will occur if it is necessary to have a mechanic and/or a supervisor drive  
27 a route, run, or bid work for safety, repair, or supervision. Mechanics and-supervisors shall be  
28 assigned to transport students as a last resort.

29  
30 **Section 8.11.9.**

31 The department shall have the right to assign overtime to regular drivers in case of emergency.

32  
33 **Section 8.11.10.**

34 Each employee will be assigned to regular hours during an established workweek by his/her  
35 supervisor. All such hours shall be designated with beginning and ending times. Drivers and  
36 Bus Assistants subjected to paid time changes within a shift due to changes in ridership will  
37 accept notices of time increases with twenty-four (24) hour notice except in cases of urgent or  
38 high-priority needs, and shall receive a five (5) day notice of a time decrease. When the  
39 department has student change information, the District shall determine when it can safely  
40 implement the change.

41  
42 **Section 8.11.11. Driver Assignments.**

43  
44 **Section 8.11.11.1.**

45 Whenever possible, senior drivers shall receive the greatest number of regular assignment  
46 hours through the assignment, bidding or polling procedures, unless they choose to limit  
47 themselves.



1                                   **Section 8.11.11.1.**

2                                   The District shall have the right to assign fill-ins, standby duty, or vacated runs.  
3                                   The District shall have the right to assign drivers by reverse seniority and the right  
4                                   to maintain efficiency when making assignments. This provision does not  
5                                   preclude the District from implementing layoffs.  
6

7                                   **Section 8.11.11.2.**

8                                   It shall not be the policy of the Department to pay overtime rates on regular or extra work  
9                                   assignments. Drivers are obligated to manage their forty (40) hour workweek based on  
10                                   departmental time assignments. When unavoidable overtime is authorized by  
11                                   management it will be awarded by seniority as long as it can be bid with no more than  
12                                   eight (8) hours of overtime.  
13

14                                   **Section 8.11.11.3.**

15                                   Drivers wishing to decline an additional route/run shall indicate their intentions in  
16                                   writing. The District shall attempt to accommodate the request, unless complying with  
17                                   the request would place an undue hardship on the operation. Drivers shall be expected to  
18                                   drive the route/run for not more than twenty (20) working days.  
19

20                                   **Section 8.11.12. Bus Driver Seniority.**

21                                   A drivers' seniority list shall be established for all regularly employed bus drivers in accordance  
22                                   with Section 11.1. Assignments shall be filled in accordance with Section 11.7.  
23

24                                   **Section 8.11.13. Definitions of Work.**

25                                   **Section 8.11.13.1. Run.**

26                                   A run shall be defined as a course taken from one location to another.  
27

28                                   **Section 8.11.13.2. Route.**

29                                   A route shall be defined as a set of runs put together.  
30

31                                   **Section 8.11.13.3. Supplementary Work.**

32                                   Supplementary work shall be defined as work which occurs at times other than the  
33                                   traditional AM or PM runs. These may include, but are not limited to midday,  
34                                   kindergarten, preschool, before and after school programs (ELO), shuttles (e.g. swim  
35                                   runs) and PSSC.  
36

37                                   **Section 8.11.13.4. Extra Work.**

38                                   Extra work shall be defined as work which occurs on a variable basis; e.g., music, sports,  
39                                   extracurricular, performing arts, vocational, learning centers, and field trips. Extra work  
40                                   is all non-contracted time.  
41

42                                   **Section 8.11.13.5. Bidding.**

43                                   Bidding shall be defined as the act of indicating interest in driving regular routes/runs  
44                                   supplementary work, and extra work.  
45  
46  
47  
48

1 **Section 8.11.13.6. Emergency.**

2 An emergency shall be defined as work assignment having less than two (2) hours from  
3 bus departure time for driver assignment.  
4

5 **Section 8.11.13.7 Summer Work.**

6 Summer work shall be defined as runs which fall outside the traditional Federal Way  
7 Public Schools annual school year calendar. Exceptions shall be a year-round in-district  
8 calendar or part of a continuing school year out-of-district program calendar.  
9

10 **Section 8.11.14. Bidding Guidelines.**

11  
12 **Section 8.11.14.1.**

13 A driver may bid for work up to a maximum possible straight time of forty (40) hours  
14 per week. Holiday pay and hours worked on Sundays and holidays shall not limit bidding  
15 rights, but drivers may not bid to replace hours of paid or unpaid leave time. Drivers  
16 violating the forty (40) hour limitation may be subject to disciplinary action.  
17

18 **Section 8.11.14.1.1.**

19 All Sunday work shall be offered separately by seniority, unless the bus is not  
20 departing from the compound.  
21

22 **Section 8.11.14.2.**

23 Drivers shall indicate interest in regular routes, supplementary work, and/or extra work  
24 by signing the appropriate bid and/or sign-up sheet(s). Bids entered by anyone other than  
25 the driver wishing the work will not be honored, with the exception that the driver may  
26 request bidding assistance from a Union Classification Representative, if needed. Bids  
27 may not be entered once the bid sheet has been pulled. All awarded bids are final.  
28

29 **Section 8.11.14.3.**

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

34 **Section 8.11.14.4.**

35 Voluntary and involuntary relinquishment of Supplementary work shall be handled as  
36 follows:  
37

- 38 A. When supplementary work is combined, the bus driver with the least seniority shall  
39 be relieved of such work without penalty of bidding rights,  
40  
41 B. When Supplementary work is voluntarily given up during the school year, the driver  
42 shall drop to the bottom of the seniority list for consideration, for other supplementary  
43 work which occurs during the same hours of relinquished work.  
44

45 **Section 8.11.14.5. Bid Notification.**

46 Management shall not inform any one (1) bus driver of bid work unless all bus drivers  
47 are given equal notification. In such cases, bus drivers shall be called according to  
48 seniority until the assignment is filled. An exception to this shall be in cases of

1 emergency, where posting is not possible or when no employee has submitted a bid up to  
2 the time said bid work is to be awarded.

3  
4 **Section 8.11.14.5.1.**

5 In the unlikely event the return time on an awarded split field trip is changed and  
6 the change does not constitute an emergency, Dispatch will make every effort to  
7 call the awarded driver. If the driver cannot provide the required transportation,  
8 as determined by Dispatch, the awarded driver will be given the following  
9 options: They can give up the field trip time and be allowed to bid on available  
10 extra work or be assigned some additional work. Additional work may include  
11 substitute driving, map revisions or other routine driver work.

12  
13 **Section 8.11.14.5.2.**

14 If an extra trip is cancelled by the District after the driver has reported for the extra  
15 trip, the driver shall receive two (2) hours of pay. The driver must stand-by and  
16 be available for driving assignments during hours of the normal daily District  
17 transportation operation (6:30 a.m. through 5:00 p.m.), but the driver shall not be  
18 required to remain on premises after hours to qualify for compensation. If the  
19 extra work is a weekend trip and it is canceled, the driver shall receive half of the  
20 posted trip time, not less than two (2) hours and not to exceed eight (8) hours.

21  
22 **Section 8.11.14.6.**

23 Drivers unable to fulfill their field trip obligation shall lose their field trip bidding  
24 privileges for the next three days for which trips are available unless the driver provides  
25 a written documentation of illness. Extra work may be bid on the day of the trip. Weekend  
26 days when trips are scheduled shall count as bid days.

27  
28 When trips are substantially changed after award, drivers may decline the changed  
29 assignment at the time they are notified of the change without penalty.

30  
31 When trip time substantially increases during the course of the trip from posted time, and  
32 puts the driver up to the overtime limit or into overtime, the driver shall not be required  
33 to forfeit other trip(s) they have been awarded, unless overtime will exceed limitations  
34 set in 8.11.11.2.

35  
36 **Section 8.11.14.7.**

37 On days when one (1) or more of their schools are not in session, all drivers shall be  
38 permitted to relinquish their regular route to take extra work when they can gain two (2)  
39 or more hours of time. Scheduled schools within this provision shall not include out-of-  
40 District (with the exception of PSSC), Special Needs, or McKinney Vento routes.

41  
42 **Section 8.11.15.**

43 Bus drivers must work their full regular assignment the day before driving on a weekday field  
44 trip or the last regular workday before driving on a weekend and/or student vacation day(s) field  
45 trip to be eligible to take the field trip. Further, field trip eligibility requires that the bus driver  
46 must work at least part of the full regular assignment the day of the trip to qualify unless the trip  
47 departure and return time is in conflict with regular assignment times. The Dispatcher will  
48 indicate on the bid sheet whether the regular assignment will be covered. Time off on this day

1 will be allowed at the discretion of the Director of Transportation/designee. If a driver takes off  
2 the midday portion of their route for a medical, dental, or vision appointment, the driver will still  
3 be allowed to bid.  
4

5 **Section 8.11.16.**

6 All driving activities involved in the transport of students and other passengers, in District owned  
7 school buses, are subject to seniority, qualifications, and the following bidding procedures:

- 8 A. Regular routes and supplementary work shall be assigned and/or bid as described in  
9 Sections 8.11.1. and 8.11.10. These routes shall be pulled at the time shown on the posting.  
10 B. Bid work shall be awarded on the basis of seniority; provided, however, in the event a driver  
11 bids for an assignment and the Department determines that the employee lacks the  
12 qualifications to perform the assignment, then it is the right and responsibility of the  
13 Department to award the assignment to another driver, and to notify the bypassed driver in  
14 writing of the reasons for bypass within five (5) days, if requested.  
15 C. Bid work shall be posted in weekly units if requests have been received, but no later than  
16 forty-eight (48) hours in advance, except in cases of emergency. All bid work shall show a  
17 time posted.  
18 D. All posted field trip work shall show a date and time posted. Bids shall normally be pulled  
19 at 10:00 a.m. and awarded at 1:30 p.m. on the day prior to the trip, except in case of  
20 emergency where such trips shall be assigned on the day of occurrence. Emergency and non-  
21 standard postings shall be noted in a specific manner. Overnight and Sunday trips shall  
22 require two (2) days notification.  
23 E. If additional buses are needed at the time of departure, an effort shall be made to give the  
24 additional work to the person with the next highest seniority who has bid on the sign-up sheet  
25 and has no conflicts with previously awarded work.  
26

27 **Section 8.11.16.1.**

28 In the event a last minute same day request for extra work is made, drivers will be  
29 contacted, on an all-call basis, with the trip information. A minimum of three (3) all-calls  
30 will be made to drivers, unless an emergency arises. Every effort will be made to space  
31 all-calls in an attempt to notify all drivers. The trip will be awarded to the eligible senior  
32 driver responding after three (3) attempts have been made.  
33

34 **Section 8.11.17.**

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

41 **Section 8.11.18. Single Day and Evening Field Trips.**

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

1  
2 **Section 8.11.19. Overnight and Multiple Day Trips.**

3 Requirements shall be the same as single day and evening trips as stated in Section 8.11.18. with  
4 the exception that they shall be awarded two (2) days in advance.  
5

6 **Section 8.11.19.1.**

7 Regular drivers who can perform the trip with not more than eight (8) hours of overtime  
8 shall be eligible for overnight or out-of-state trips.  
9

10 **Section 8.11.20. Overnight Trips.**

11 On a day spent at the destination, when no driving is required or when less than six (6) hours of  
12 driving time is required, the driver will be paid six (6) hours minimum for that day. In the event  
13 the driver is expected to remain with the bus, the driver shall be paid for all such hours.  
14

15 **Section 8.11.21. Overnight Emergencies.**

16 Drivers shall be paid for all time required to complete a field trip with the exception of overnight  
17 emergencies, or extended days due to breakdown. If such would occur, the driver shall receive  
18 a minimum of six (6) hours pay, plus room and board expenses (per Section 8.11.22.).  
19

20 **Section 8.11.22. Overnight Covered Costs.**

21 When required to stay overnight, the District may advance the employee a reasonable amount of  
22 money to cover the costs of the overnight stay. A bus driver shall be reimbursed for the actual  
23 cost of a standard room in the same facility in which the group being transported will be staying.  
24 Paid receipts for room and board costs will be required for reimbursement and verification of  
25 money spent. Paid receipts for actual food costs will be reimbursed according the District's per  
26 diem meal rate.  
27

28 **Section 8.11.23. Bus Assistants.**

29  
30 **Section 8.11.23.1.**

31 Bus Assistants shall generally be subject to the same procedures as Bus Drivers, such as  
32 bidding, in-service training, time keeping, etc.  
33

34 **Section 8.11.23.2.**

35 Assistants are not covered by provisions for fueling, pre-trip inspection, and cleaning  
36 times.  
37

38 **Section 8.11.23.3.**

39 It is understood that assignments for Bus Assistants can change on short notice for  
40 legitimate educational purposes. The District shall maintain a list of assistants interested  
41 in additional hours. When temporary opportunities are available, the District shall make  
42 a good faith effort to give priority to senior employees who requested consideration.  
43  
44  
45  
46  
47  
48

1  
2 **Section 8.12. Nutrition Services.**  
3

4 **Section 8.12.1.**

5 Nutrition Services employees shall have the right to notify the Director of Nutrition Services of  
6 their availability to fill unfilled regular or substitute positions on a given day. In filling such  
7 positions, the District will attempt to accommodate Nutrition Services employees who have so  
8 notified the Director of their availability when such adjustments would not unnecessarily disrupt  
9 the department's operation as determined by the Director.  
10

11 **Section 8.12.2. Nutrition Services.**

12 In the event that a regular Nutrition Services Department permanent position increases due to  
13 program changes associated with the position, the extra time shall be offered to the current  
14 permanent Nutrition Services employees at that location.  
15

16 When a position becomes vacant for up to thirty (30) minutes at a school site, the District may  
17 increase the minutes of a current permanent staff member unless determined not qualified by  
18 testing. If the vacant position is more than thirty (30) minutes duration the position shall be  
19 posted.  
20

21 **Section 8.12.3.**

22 When the Nutrition Services Department requires an employee to leave his/her normal work  
23 station to report for substitute work at another location on the same work day, the employee shall  
24 receive no less than their regular daily hours and pay rate in addition to compensation for mileage,  
25 which shall be at the standard IRS reimbursement rate.  
26

27 **Section 8.12.3.1.**

28 Central Kitchen Nutrition Services employees who are directed by their supervisor to  
29 work at another location outside of Central Kitchen in a single day shall be entitled to an  
30 additional six dollars (\$6.00) per day. Assigned to the same school more than once per  
31 day shall be considered separate assignments. Assignment shall be made on a rotational  
32 basis from a list of volunteers  
33

34 **Section 8.12.3.2.**

35 Substitute employees that have been called into work for Central Kitchen, and then are  
36 sent out to schools to fill in for breakfast or lunch shifts shall be paid for all time including  
37 commute time, and mileage when working at multiple locations in a single work day.  
38

39 **Section 8.12.4. Nutrition Services Special Occasions.**

40 Nutrition Services employees working on "Special Occasions" shall be paid at the rate of time  
41 and one-half (1 ½) for hours worked beyond their regular schedule. "Special Occasions" shall  
42 be identified as catered Nutrition Services utilizing District kitchen facilities for preparation  
43 and/or cleanup.  
44

45 **Section 8.12.5.**

46 Any temporary positions at Central Kitchen that are not leave replacement and are staffed for  
47 more than thirty (30) workdays in any forty (40) workday period shall be posted for bid.  
48

1 **Section 8.12.6.**

2 If the breakfast and lunch programs at a school are being combined into a single position, that  
3 position shall be offered to the current permanent Nutrition Services staff at the school. If no one  
4 at the school wants the position it will be posted.

5  
6 **Section 8.12.7.**

7 Summer feeding program positions shall be bid according to classification seniority, however,  
8 due to stringent program requirements, acceptable attendance and work performance will also be  
9 factors in awarding such positions.

10  
11 **Section 8.12.8.**

12 Employees must have at least six (6) CEU's each year to maintain SNA certification. Proof of  
13 class(es) must be given to the department management prior to expiration to be awarded the  
14 additional hourly wage rate.

15  
16 **Section 8.12.9.**

17 Each truck driver shall receive three hundred dollars (\$300) every even year (starting fall 2016)  
18 for ASTM rated safety shoes.

19  
20 **Section 8.13. Shop.**

21  
22 **Section 8.13.1.**

23 The District will provide coveralls for all shop personnel. Said coveralls will be laundered, on a  
24 weekly basis, by the District.

25  
26 **Section 8.13.2.**

27 Any shop employee who works in excess of forty (40) hours per week and who works on the  
28 sixth (6th) consecutive day of the shortened workweek as provided in Section 9.1.2. shall be  
29 compensated at the rate of twice the employee's hourly rate.

30  
31 **Section 8.13.3.**

32 New shifts(s) or changes in shift times of one half (1/2) hour or more will be offered by seniority.  
33 Exemptions will be lead mechanic and mechanic helper positions whose shifts will be assigned  
34 by management.

35  
36 **Section 8.13.4.**

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

42  
43 **Section 8.13.5.**

44 Each mechanic shall receive three hundred dollars (\$300) every even year (starting fall 2016) for  
45 ASTM rated safety shoes.

46  
47 **Section 8.13.6.**

48 A Washington State Patrol Inspection Incentive will apply to each mechanic as follows:

1 (Inspection failure will only be due to mechanic errors.) Summer inspection (98% or above pass  
2 rate) \$475.  
3

4 **Section 8.14. Paraeducator Division.**  
5

6 **Section 8.14.1.**

7 In the event that a regular Paraeducator Division position increases by two (2) hours or less,  
8 employees at the same work site, within the same program and position, shall be offered the  
9 opportunity to be assigned the increased hours according to seniority status. A monthly report  
10 will be generated and provided to the Union during the school year, reflecting assigned hours per  
11 day, by location and seniority for paraeducators,  
12

13 **Section 8.14.2.**

14 Extended Learning Opportunity (ELO) assignments shall be made by seniority to qualified in-  
15 building paraeducators on an annual basis. School year assignments expected to run more than  
16 six (6) weeks will be counted as a regular assignment.  
17

18 **Section 8.14.3.**

19 Paraeducators shall be compensated for required tasks performed at the direction of the principal  
20 which are beyond their scheduled hours, e.g. bus duty, preparation of discipline and accident  
21 reports, and other related paperwork. It is understood that paraeducators assigned to direct  
22 instructional duties need to work with their teacher and principal to find reasonable opportunities  
23 for consultation to create a quality program. No paraeducator shall be expected to prepare lesson  
24 plans or consult with teachers on their own time.  
25

26 **Section 8.16. Overtime.**  
27

28 **Section 8.16.1.**

29 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one  
30 and one-half (1½) times the employee's hourly rate.  
31

32 **Section 8.16.2.**

33 Any employee who works on a Sunday shall be compensated at the rate of twice the employee's  
34 hourly rate.  
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## ARTICLE IX

### HOLIDAYS AND VACATIONS

**Section 9.1. Holidays.**

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

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

**Section 9.1.1. Unworked Holidays.**

Employees will be paid for holidays provided they work the regular work day before and the regular work day after the holiday or the employee is on an authorized leave of absence. Emergency school closures will not be counted as a regular work day for holiday pay criteria.

**Section 9.1.2. Worked Holidays.**

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

**Section 9.1.3. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday.

**Section 9.1.4.**

All employees fulfilling their summer assignments, consistent with Summer Transportation Employment, Section 21.5.1., who work their last scheduled day before and first scheduled day after July 4, shall be compensated for the holiday.

**Section 9.2. Vacations.**

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

**Section 9.2.1. Twelve (12) Month Employees.**

The vacation credit for which a twelve (12) month employee shall be entitled shall be computed in accordance with the following rules.

**Section 9.2.1.1.**

An employee with less than three (3) years of service will receive fourteen (14) days' vacation per year.

1 **Section 9.2.1.2.**

2 An employee with at least three (3) but less than five (5) years of service will receive  
3 sixteen (16) days paid vacation per year.  
4

5 **Section 9.2.1.3.**

6 An employee with five (5) but less than ten (10) years of service will receive eighteen  
7 (18) days paid vacation per year.  
8

9 **Section 9.2.1.4.**

10 An employee with ten (10) but less than fifteen (15) years of service will receive twenty  
11 (20) days paid vacation per year.  
12

13 **Section 9.2.1.5.**

14 An employee with fifteen (15) but less than twenty-one (21) years of service will receive  
15 twenty-four (24) days paid vacation per year.  
16

17 **Section 9.2.1.6.**

18 An employee with twenty-one (21) years of service or more will receive twenty-five (25)  
19 days paid vacation.  
20

21 **Section 9.2.1.7.**

22 Twelve (12) month employees are exempt from the limitations of Section 9.2.3.1.  
23

24 **Section 9.2.2. Less than Twelve (12) Month Employees.**

25 All employees working less than twelve (12) months per year shall receive vacation days as  
26 follows:  
27

28 Less than three (3) years of service	One (1) hour for each twenty-one and one half (21.5) hours worked
29 At least three (3) and less than five (5) years of service	One (1) hour for each nineteen (19) hours worked.
30 At least five (5) years of service and less than ten (10) years of service	One (1) hour for each seventeen and one-quarter (17.25) hours worked.
31 At least ten (10) and less than fifteen (15) years of service	One (1) hour for each fifteen and one quarter (15.25) hours worked
32 At least fifteen (15) year of service and less than twenty-one (21) years of service	One (1) hour for each twelve and one-half (12.5) hours worked
33 At least twenty-one (21) years of service or more	One (1) hour for each twelve (12) hours worked

34 **Section 9.2.3.**

35 All hours for which an employee is paid will be counted as hours worked in the computation of  
36 credit, and hours worked at premium rates shall be counted as straight time hours in such  
37 computation.  
38  
39  
40  
41  
42  
43  
44

1 **Section 9.2.3.1. Vacation Usage – Less than Twelve (12) Month Employees.**

2 An employee may use up to five (5) days' vacation per school year.

3  
4 Vacations shall be scheduled at the request of the employee unless such vacation time  
5 would disrupt the normal activities of the District, as determined by the Director,  
6 Principal or designee. The District retains the right to limit the number of staff on  
7 vacation per day. Vacation approval must be obtained prior to the purchase of any travel  
8 tickets. Vacations will not be approved the first or last week of school.

- 9  
10 A. Vacation requests can be submitted as early as thirty (30) calendar days prior to the  
11 first student day of the school year for the upcoming school year.  
12 B. The Director, Principal or designee shall process written vacation requests and  
13 provide a written response within ten (10) District business days of receipt of the  
14 request.  
15 C. Vacation requests will be processed on a first come, first serve basis.  
16 D. Employees may generate a temporary negative balance with the understanding that  
17 unearned vacation will be recovered from future vacation accruals or prior salary  
18 accruals. In all instances, balances will be deducted upon termination or during the  
19 annual cash-out period.

20  
21 Denials may not be grieved, but may be appealed to the Human Resources Director or  
22 designee whose decision shall be final and binding.

23  
24 **Section 9.2.4.**

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

- 27  
28 A. That said vacation credit is currently due but unused by the new accrual date each year; and  
29 B. The employee has the approval from his/her immediate supervisor and District administrator  
30 to carry such credit over for one (1) year; and  
31 C. No full-time employee shall be denied vacation accrued credits due to the District  
32 employment needs.  
33 D. The maximum accumulated time accrued (carryover plus current year's accrual) shall at no  
34 time exceed a total of thirty (30) days.

35  
36 **Section 9.2.5.**

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

41  
42 **Section 9.2.6.**

43 Employees who have been employed by other public school districts in the State of Washington  
44 shall be given credit for years of service in other districts when considering the rate at which their  
45 vacation time accrues, as provided in RCW 28A.400.300(h). Former District employees who  
46 return to District employment will also have their prior years of service considered when  
47 determining the rate at which their vacation time accrues, as provided in RCW 28A.400.300(I).

1 This section does not pertain to seniority rights or to unused vacation time from previous  
2 employments.

## 3 4 **ARTICLE X**

### 5 6 **AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY**

#### 7 8 **Section 10.1. – 10.10. Authorized Absences.**

##### 9 10 **Section 10.1. Illness and Injury Leave.**

11 Each employee shall accumulate one (1) day of illness and injury leave for each calendar month worked.  
12 An employee who works less than a full month will receive a computed percentage of days of his/her  
13 regular current working day. Illness and injury benefits shall be vested when earned and shall be  
14 accumulated up to a maximum of the number of days in the employee's work year. The District shall  
15 project the number of annual days of illness and injury benefits at the beginning of the school year  
16 according to the estimated calendar months the employee is to work during that year. Illness and injury  
17 benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work  
18 shift; provided, however, that should an employee's normal daily work shift increase or decrease  
19 subsequent to an accumulation of days of illness and injury benefits, said benefits will be paid in  
20 accordance with the employee's normal work shift at the time the illness and injury absence is taken, and  
21 the accumulated benefits will be expended on an hourly rather than a daily basis. Physician's  
22 appointments are considered appropriate use of illness and injury benefits; provided, however, bus  
23 drivers and bus assistants shall schedule medical/dental/vision appointments during non-work hours  
24 and/or during mid-days. Notice of routine medical/dental/vision appointments shall be given by the  
25 employee to the supervisor at least two (2) days in advance.

##### 26 27 **Section 10.1.1.**

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

##### 31 32 **Section 10.1.2.**

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

##### 36 37 **Section 10.1.3.**

38 The employee may use illness and injury benefits to care for a child of the employee under the  
39 age of eighteen (18) with a health condition that requires the employee's treatment or supervision.

##### 40 41 **Section 10.1.4.**

42 Employees may use illness and injury benefits to care for a parent, spouse or child over the age  
43 of eighteen (18) who is physically unable to care for themselves as certified by the attending  
44 physician.

1 **Section 10.1.5. Retention of Accrued Illness and Injury Benefits When Change of**  
2 **Employment Occurs Within Washington Public Schools.**

3 Employees who have accrued illness and injury benefit units while employed by another public  
4 school district in the State of Washington shall be given credit for such accrued illness and injury  
5 benefits upon employment by the District in accordance with Section 10.1.1. as provided in RCW  
6 28A.400.300 (h). Former District employees who return to District employment will have  
7 reinstated any unused illness and injury benefits which accrued during their previous  
8 employment with the District, as provided in RCW 28A.400.300(i).

9  
10 **Section 10.1.6. Sick Leave Attendance Incentive Program.**

11 The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and  
12 rules and regulations promulgated pursuant thereto, are by this reference incorporated herein.

13  
14 **Section 10.1.7.**

15 In the event an employee is absent for reasons which are covered by industrial insurance, unless  
16 the employee requests otherwise, the District shall pay the employee an amount equal to the  
17 difference between the amount paid the employee by the industrial insurance and the amount the  
18 employee would normally earn. A deduction shall be made from the employee's accumulated  
19 sick leave in accordance with the amount paid to the employee by the District.

20  
21 **Section 10.2. Temporary Disability.**

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

27  
28 **Section 10.2.1. Utilization of Accumulated Illness, Injury Benefits For Temporary**  
29 **Disability.**

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

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

37  
38  
39 **Section 10.2.2. Application Procedure For Temporary Disability Benefits.**

40 The employee must submit a written request to his/her immediate supervisor for temporary  
41 disability benefits. The request should indicate:

- 42  
43 A. The approximate length of time the employee will be absent from work due to disability.  
44 B. The estimated date the absence is to begin, when possible.  
45 C. The estimated date of return from the absence, if possible.

46  
47 Normally, notification should be at least ten (10) days before the estimated date that the absence  
48 is to begin. To facilitate an orderly selection of substitutes, the immediate supervisor is to notify

1 the Human Resources Department and the Payroll Department of the employee's intention to  
2 request an absence.

3  
4 **Section 10.2.3.**

5 Payment of illness and injury benefits shall no longer be granted when:

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

10  
11 **Section 10.2.4. Return From Absence For Temporary Disability.**

12 After receiving a physician's written release to return to work, the employee must provide a copy  
13 of the release to the Human Resources department and report to work as soon thereafter as  
14 practical. Arrangements for the timing of the return shall be approved by the immediate  
15 supervisor, but the return shall not be longer than ten (10) calendar days following the release  
16 without the consent of the employee. In most cases the return will be immediate.

17  
18 **Section 10.2.5.**

19 If an employee is unable to return to work from a temporary disability and has exhausted all  
20 illness and injury benefits, the employee must advise the immediate supervisor and the Human  
21 Resources Department of that fact at that time, and request a leave without pay.

22  
23 **Section 10.3. Temporary Disability - Maternity.**

24 A female employee shall be allowed up to a maximum of thirty (30) workdays temporary disability  
25 associated with the birth of a child. The leave shall commence at such time as the employee and her  
26 medical advisor deem appropriate, and will be extended upon certification by her physician that the  
27 employee is unable to return to work at that time.

28  
29 **Section 10.4. Family Medical Leave Act (FMLA).**

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

36  
37 An employee who plans to take family medical leave must provide the District with a written request at  
38 least thirty days in advance. If the family medical leave is not foreseeable, the employee must notify the  
39 District no later than the fifth day of absence that a family medical leave is needed and must provide a  
40 written request for a family medical leave at that time.

41  
42 The District may require the employee to provide certification from the employee's health care provider  
43 or, depending on the circumstances, a family member's health care provider.

44  
45 Employees with five (5) years of continuous service with the District and that are working four (4) or  
46 more hours per day shall be eligible for Family Medical Leave Act (FMLA) as long as the employees  
47 meet all other FMLA standards and/or qualifying criteria. All other aspects of FMLA shall be

1 administered as legally determined by the District. Employees replacing staff on FMLA are not entitled  
2 to insurance benefits.

3  
4 **Section 10.5. Emergency Absence.**

5 Two (2) days of emergency absence shall be deducted from accumulated illness and injury benefits and  
6 may be granted when the following conditions exist:

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

12  
13 Applications for consideration for emergency absence must be made to the immediate supervisor.  
14 Application to the supervisor must be made within five (5) working days after return from the absence.

15  
16 **Section 10.6. Bereavement.**

17 Paid leave for bereavement caused by the death of a member of the immediate or extended family of the  
18 employee shall be allowed for the purpose of providing funeral arrangements for the deceased members  
19 of the family, and for the attendance at funerals, as herein provided. Allowances and reasons for absences  
20 shall be as follows:

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

32  
33 A unit of absence shall be defined as the number of hours in the employee's regular assignment. The  
34 number of units of absence with pay for bereavement leave shall not be accumulated from year to year.

35  
36 Employee shall notify supervisor in advance and communicate the number of days to be used for  
37 bereavement leave. Upon request, employee shall provide documentation verifying the need for  
38 bereavement leave per occurrence, using one of the following: obituary, death certificate, online  
39 memorial site, or service program or other approved documentation.

40  
41 **Section 10.7. Jury Duty.**

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

1 jury duty. An employee called for jury duty who is temporarily excused from attendance at Court, must  
2 report to work at least one-half (½) of his/her normal workday  
3

4 **Section 10.8. Court Actions (With Pay).**

5 When an employee is a witness or defendant, and the action arose out of his/her employment as  
6 determined by the Superintendent, the employee shall be granted full salary and compensation for the  
7 time consumed in such services. Any compensation received from the Court, except transportation  
8 (when not paid by the District), meals, or lodging, shall be paid to the District.  
9

10 **Section 10.9. Military Leave.**

11 Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force,  
12 Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces  
13 of the United States shall be entitled to and shall be granted military leave of absence for a period not  
14 exceeding the time period specified by RCW 38.40.060 during each year beginning October 1<sup>st</sup> and  
15 ending the following September 30<sup>th</sup> and under the following conditions:  
16

- 17 1. The employee has given prior notification to his/her immediate supervisor of the date he/she is  
18 to report for military duty.
- 19 2. The employee provides a signed copy of the orders requiring his/her participation in military duty  
20 to the Human Resources department prior to leaving, or when this is not possible, within five (5)  
21 days of returning to work.
- 22 3. The military leave of absence is needed so that the employee may report for active duty, when  
23 called, or take part in active training duty in such manner and at such time as he/she may be  
24 ordered to active duty or active training duty.  
25

26 Such absence shall be in addition to any vacation or illness and injury absence benefits to which the  
27 employee is entitled, if the employee is required to report during his/her regular work assignment.  
28

29 **Section 10.10. – 10.12. Authorized Leave Without Pay.**

30 **Section 10.10. General Guidelines.**

31 An employee may apply for a leave without pay from the District by application in writing to the  
32 immediate supervisor. Upon recommendation of the immediate supervisor through administrative  
33 channels to the Superintendent, and upon approval of the Board of Education, an employee may be  
34 granted leave without pay for a period not to exceed one (1) year. Approved reasons for granting leaves  
35 are:  
36

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

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



1  
2 **Section 10.10.1. Benefits.**

3 The employee will retain accrued illness and injury benefits, vested vacation credits, and  
4 seniority rights while on leave without pay. However, vacation credits and illness and injury  
5 benefits shall not accrue while the employee is on leave without pay.  
6

7 **Section 10.10.2.**

8 The employee who is on leave may return to work, provided a vacancy exists for which the  
9 employee is qualified. If an employee rejects an offer by the District for reemployment upon  
10 return from leave, said employee shall forfeit seniority and all other accrued benefits; provided  
11 that said position is substantially equal to that held by the employee prior to going on leave status.  
12 Substantially equal shall be within two (2) hours per day at the same rate, or the same hours  
13 within ten percent (10%) of the hourly rate.  
14

15 **Section 10.10.3.**

16 The employee returning from leave shall not be assured of return to the same assignment he/she  
17 held at the time the leave was granted, unless a prior agreement signed by the employee and the  
18 principal/supervisor was given to the Union and the Human Resources Department at the time of  
19 leave. When such an agreement is executed, the position shall be filled by a temporary employee.  
20 If the temporary employee was a regular employee, they shall be eligible for DARP upon the  
21 return of the employee on leave. If a reduction in force is in effect at the time the employee plans  
22 to return to employment from leave, said employee shall be subject to the terms and conditions  
23 under Article XI, Sections 11.1. through 11.10.4.  
24

25 **Section 10.11. Authorized Leave Without Pay - Industrial Accident or Industrial Illness.**

26 A leave of absence requested due to an industrial accident or industrial illness for which the employee  
27 is granted workman's compensation coverage shall be granted for a period not to exceed two (2) years.  
28

29 **Section 10.11.1.**

30 Any employee on a leave of absence due to an industrial accident or industrial illness has the  
31 right upon return from the leave to make application for open positions and will be given  
32 preferential consideration for the same or similar position held prior to the start of the leave.  
33

34 **Section 10.11.2.**

35 Employees on approved L&I claims shall not be required to exhaust their sick leave and shall  
36 have all other rights covered under state or federal regulations, or District policy. Employees are  
37 encouraged to check with the appropriate District manager responsible for L & I claims to clarify  
38 rights and obligations while on L & I leave.  
39

40 **Section 10.12. Court Action (Without Pay).**

41 If an employee is involved in a court action as a witness or plaintiff against the District, as a defendant  
42 in an action brought against him/her by the District, or involved in other court actions not arising out of  
43 his/her employment as determined by the Superintendent, he/she may apply for absence without pay for  
44 those assigned days he/she will be absent.  
45

46 **Section 10.13.**

47 The District will consult with the Union if any major changes are being considered to the leave-sharing  
48 program.

1  
2  
3  
4 **ARTICLE XI**

5  
6 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

7  
8 **Section 11.1.**

9 Upon completion of the probationary period, seniority of an employee within the bargaining unit shall  
10 be established retroactive to the date on which the employee is hired to fill an open position on a regularly  
11 assigned basis (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.  
12

13 **Section 11.2.**

14 Each new hire shall remain in a probationary status for a period of not more than sixty (60) actual days  
15 of work following the hire date. During this probationary period, the District may discharge such  
16 employee at its discretion. During the probationary period, discharge shall not be subject to the grievance  
17 procedure of this contract. The probationary period must be completed before an employee can be  
18 eligible to bid on a new job posting/opening (with the understanding that this does not apply to route  
19 polling and bidding in the transportation department). Employees who already have passed probation  
20 with the District, but have taken a new position, shall be subject to a thirty (30) actual days of work trial  
21 period. During this trial period, the District may reassign an unsuccessful employee back to the previous  
22 position if vacant or place the employee on layoff status.  
23

24 **Section 11.3.**

25 Upon completion of the probationary period, the employee will be subject to all rights and duties  
26 contained in this Agreement retroactive to the hire date.  
27

28 **Section 11.4.**

29 The seniority of an employee shall be lost for the following reasons:  
30

- 31 A. Resignation;  
32 B. Discharge for justifiable cause;  
33 C. Retirement.  
34

35 **Section 11.5.**

36 Seniority shall not be lost for the following reasons, without limitation:  
37

- 38 A. Time lost by reason of industrial accident, industrial illness or jury duty absence;  
39 B. Time on leave granted for the purpose of serving in the Armed Forces of the United States;  
40 C. Time spent on authorized leaves, not to exceed one (1) year. However, absence benefits shall not  
41 accrue during the leave;  
42 D. Time spent on layoff status as provided in Section 11.7.4.  
43

44 **Section 11.6.**

45 Seniority shall be effective within the job classifications of each service department. As used in this  
46 Agreement, job classifications are those set forth in Article I, Section 1.3.  
47

1 **Section 11.6.1. Educational Department Overload Assignments.**

2 Overload assignments shall be offered to those employees with primary work assignments at the  
3 same work site as the overload assignments. Preferential seniority, according to Section 11.7.,  
4 shall govern in those cases when a senior employee(s) is available and indicates interest in filling  
5 the overload assignment(s).  
6

7 **Section 11.7. Preferential Rights and Layoff.**

8 The employee with the earliest date of hire shall have preferential rights:

- 9  
10 A. Regarding open posted positions for which he/she has properly applied, and  
11 B. Retention of hours during a layoff or restructuring;

12  
13 provided qualifications, ability, and performance are judged by the District to be substantially equal with  
14 junior applicants. It is understood by the parties that these judgments are the responsibility of the  
15 District, but may be challenged through the grievance procedure.  
16

17 **Section 11.7.1.**

18 The employee with the earliest hire date shall have preferential rights regarding layoff, subject  
19 to conditions of Section 11.7. (above).  
20

21 **Section 11.7.2.**

22 If the District determines to bypass a senior applicant, the bypassed employee may request the  
23 reasons for the bypass. Upon receipt of a written request for such reasons from the employee,  
24 the District shall set forth the reasons in writing. The ability, qualifications and performance of  
25 the successful applicant and the bypassed employee shall be discussed in the written response.  
26 All employees interviewed for positions, who were not selected, shall be notified within seven  
27 (7) calendar days that they have not been hired.  
28

29 **Section 11.7.3. Paraeducator Displacement/DARP.**

30 **Section 11.7.3.1 Paraeducator Displacement.**

31 **Section 11.7.3.1.1.**

32 Employees will be displaced from their assigned buildings or sites starting with  
33 the least senior employee in a specific program at their assigned building/site  
34 being displaced first because of a reduction/reorganization need for that specific  
35 program at that building or site. A paraeducator shall be considered displaced if  
36 he/she has been reduced in regular employment hours that cause them to go below  
37 the individual insurance eligibility (currently three hours for dental/vision and  
38 four hours for medical) or that resulted in the loss of more than one hour per day  
39 if the paraeducator has four or more years of service. The building administrator  
40 shall have the option to replace the lost time by utilizing available unassigned  
41 hours. When the administrator does not utilize this option, the paraeducator is  
42 eligible to participate in the District Accelerated Reemployment Program  
43 (DARP). Additional hours up to 3.75 made available during the school year can  
44 be assigned to staff within the building who are qualified, experienced, and  
45 available.  
46  
47  
48

1 **Section 11.7.3.1.2**

2 Displaced paraeducators who have satisfactory work records, meet the posted  
3 qualifications and the conditions of Section 11.7 shall be given preferential  
4 consideration over all displaced junior paraeducators for all posted paraeducator  
5 jobs for which they are qualified for equal or lesser hours than what they had.  
6

7 **Section 11.7.3.1.3**

8 In the event a displaced employee cannot be placed because no vacant position  
9 exists for which the employee is qualified, the employee may be placed on the  
10 reemployment (layoff) list. If no displaced employee is qualified for a vacant  
11 position, then the vacant position may be filled according to standard practices.  
12

13 **Section 11.7.3.2 Paraeducator DARP.**

14 **Section 11.7.3.2.1.**

15 The regular seniority provisions of Section 11.7 and 11.7.2 shall apply to all  
16 DARP placements. Once eligible for DARP, displaced paraeducators shall  
17 complete the DARP form and submit the completed DARP form to the Human  
18 Resources Department within ten (10) calendar days of written notice of being  
19 displaced. If a displaced paraeducator fails to submit the completed DARP form  
20 within ten (10) calendar days of being displaced, the displaced employee shall be  
21 placed on the reemployment (layoff) list.  
22

23 **Section 11.7.3.2.**

24 Any time that there are twenty-five (25) or more displaced paraeducators, the Joint  
25 Labor Management Committee (JLMC) shall be convened. The JLMC shall be  
26 composed of three union and three District representatives. The JLMC shall be  
27 empowered to assign paraeducators to current vacant positions of up to thirty (30)  
28 minutes more than the hours the paraeducator previously worked. When the  
29 JLMC is to be convened, vacant paraeducator positions will be posted on the  
30 District's website at least five (5) days prior to when the JLMC is to convene.  
31

32 **Section 11.7.3.2.3.**

33 When the JLMC is convened, the JLMC shall be empowered to offer qualified  
34 displaced paraeducators the position occupied by the least senior District  
35 paraeducator in a comparable position. The JLMC may offer more than one  
36 option to an employee. Comparable positions shall be determined by the majority  
37 of the JLMC members and is not subject to review under the grievance procedure.  
38 Paraeducators whose positions are reassigned to more senior paraeducators shall  
39 be placed on the reemployment (layoff) list-under Section 11.7.4.  
40

41 **Section 11.7.3.2.4.**

42 If an employee on the DARP list declines an offer of a position that is substantially  
43 equal to his/her previous position, he/she will be removed from the DARP list and  
44 will forfeit any seniority rights-and Section 11.5 will not apply regarding seniority  
45 rights being retained. Further, a displaced employee's decline of an offer  
46 regarding a position that is substantially equal to his/her previous position counts  
47 as one refusal of employment under Section 11.7.4.4. Substantially equal shall  
48

1 be within two (2) hours per day at the same rate, or the same hours within ten  
2 percent (10%) of the hourly rate.

3  
4 **Section 11.7.3.2.5.**

5 Any employee who declines to participate in DARP is covered by the terms of  
6 Sections 11.7.4., 11.7.4.1., 11.7.4.2, 11.7.4.3, and 11.7.4.4, subject to the  
7 limitations in Section 11.7.3.2.

8  
9 **Section 11.7.3.2.6.**

10 In the event a DARP employee cannot be placed because no vacant position exists  
11 for which the employee is qualified, the employee may be placed on the  
12 reemployment (layoff) list for a possible later assignment and is covered by the  
13 terms of Section 11.7.4, 11.7.4.1, 11.7.4.2, 11.7.4.3, and 11.7.4.4, subject to the  
14 limitation in Section 11.7.3.2.2. If no displaced employee is qualified for a vacant  
15 position, then the vacant position may be filled according to standard practices.

16  
17 **Section 11.7.3.2.7.**

18 Those on the DARP list shall file their addresses and phone number in writing  
19 with the Human Resources Department of the District and shall thereafter  
20 promptly advise the District in writing of any change of address or phone number.

21  
22 **Section 11.7.4. Layoffs.**

23 In the event of layoff, employees so affected are to be placed on a reemployment (layoff) list  
24 maintained by the district according to layoff ranking. Employees shall be placed on the  
25 reemployment (layoff) list for a period of eighteen (18) months. Employees on the reemployment  
26 (layoff) list should regularly check the District's webpage to learn of all job openings in their  
27 classification. All such employees shall have the status of a regular employee when applying for  
28 jobs.

29  
30 **Section 11.7.4.1.**

31 The District will attempt to utilize laid off personnel as substitutes whenever possible,  
32 provided the laid off individual so requests in writing to be used as a substitute.

33  
34 **Section 11.7.4.2.**

35 Those on the reemployment (layoff) list shall file their addresses and phone number in  
36 writing with the Human Resources Department of the District and shall thereafter  
37 promptly advise the District in writing of any change of address or phone number.

38  
39 **Section 11.7.4.3.**

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

44  
45 **Section 11.7.4.4.**

46 Right to reemployment as provided in Section 11.7.4. shall be forfeited in the event the  
47 requirements of Sections 11.7.4.2 and 11.7.4.3 are not complied with or if the offer of  
48 reemployment is not responded to within ten (10) working days. Further, the right to

1 reemployment as provided in Section 11.7.4 shall be forfeited in the event an employee  
2 twice refuses an offer of employment and shall forfeit all rights to further employment  
3 with the District.  
4

5 **Section 11.8.**

6 An employee who transfers or changes departments or classifications within the School District shall  
7 retain seniority in the previous department or classification for one (1) calendar year although a new hire  
8 date is acquired in the new department or classification.  
9

10 **Section 11.9. Position Descriptions.**

11 Substantial modifications to existing positions or the creation of new positions shall be accomplished  
12 only after consultation with the Union. In the event that the Union so requests, the District shall meet  
13 with the Union to negotiate wages, hours and working conditions only to the extent that such directly  
14 relate to modified or newly created positions.  
15

16 **Section 11.10. Posting of Openings.**

17 The District shall publicize new job openings and vacancies within the departments represented by the  
18 bargaining unit. Such postings shall be made at least five (5) working days prior to permanently filling  
19 the position. A copy of the job posting shall be forwarded to the PSE Business Representative.  
20

21 **Section 11.10.1.**

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

27 **Section 11.10.2.**

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

31 **Section 11.10.3.**

32 Qualified laid off employees who have applied for an open position, covered by this Agreement  
33 but outside their previous job classification, shall be given consideration for the position after  
34 current employees and laid off employees in that job classification have been considered.  
35

36 **Section 11.10.4.**

37 Internal employees applying for vacant positions will be considered for vacant positions prior to  
38 the consideration of external applicants.  
39

40 If there are fewer than three (3) qualified senior internal candidates, both will be interviewed. If  
41 there are three (3) or more qualified internal candidates, the principal or supervisor may elect to  
42 initially interview only two (2) qualified candidates.  
43

44  
45 Subject to applicable State and federal law, the District will continue to support the goal of  
46 recruiting and maintaining a diversified workforce.  
47  
48

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**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 will be done confidentially unless circumstances do not permit such consideration.

**Section 12.1.1.**

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

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

**Section 12.2.**

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

**Section 12.3.**

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

**Section 12.4.**

Meetings between the employee and District shall occur at times set by the District which shall be mutually as 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. 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 (e.g., thank you notes).

**Section 12.5.1.**

Employees may make a request in writing to a designated Human Resources administrator, that negative 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.**

1 The employee shall have the right to inspect his/her supervisor's working file upon scheduled  
2 appointment. Upon request, the employee may receive a copy of all documents maintained in the file,  
3 except confidential references.

4  
5 **Section 12.7.**

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

8  
9 **Section 12.8.**

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

13  
14 **A R T I C L E X I I I**

15  
16 **I N S U R A N C E A N D R E T I R E M E N T**

17  
18 **Section 13.1.**

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

25  
26 District insurance plans shall be divided into "Basic Plans" and "Optional Plans." Basic plans shall  
27 consist of medical, dental, vision, group life and group long-term disability. Each year of the Agreement  
28 these plans will be subject to an annual review conducted by the District and Union.

29  
30 Optional plans shall consist of salary maintenance, cancer, and such other plans that are mutually  
31 approved from year to year. The premium costs for optional plans shall normally be a pay deduction. If  
32 the insurance pool funds are not fully utilized after paying for all employees' basic benefits, then the  
33 remaining amount shall be distributed to optional plans.

34  
35 **Section 13.1.1.**

36 In addition to the insurance contribution provided in Section 13.3., the District shall distribute  
37 unused insurance contributions to those employees in the bargaining unit with pay deductions  
38 for basic plans. If contributions remain after such distribution, the remainder shall be distributed  
39 to optional plans. The pool shall be calculated monthly. Subsequent recalculations shall be made  
40 to ensure full utilization of the pool.

41  
42 **Section 13.1.2. Additional Pool Dollars.**

43 The District shall annually calculate a monthly contribution to the pool based on the actual benefit  
44 FTE in the pool each October. The multiplier will be \$4.50 per benefit FTE.



1 **Section 13.2.**

2 In the event the Legislature authorizes and funds an increase for employer paid insurance contributions  
3 during the term of this Contractual Agreement, the District will adjust its monthly contributions per FTE  
4 accordingly.

5  
6 **Section 13.3. School Employees' Retirement System.**

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

10  
11 **Section 13.4.**

12 Employees may participate in the District's expense reimbursement plan (Section 125).

13  
14 **Section 13.5.**

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

19  
20 **Section 13.6.**

21 In accordance with ESHB 5940 and the requirements to make progress towards an out-of-pocket ratio  
22 where members selecting full family coverage pay no more than three times the amount paid by members  
23 covering only themselves, it is agreed that:

24  
25 The pooling methodology used by the District will be modified beginning in the 2014-2015 school year.  
26 The new pooling methodology is intended to achieve the 3:1 out-of-pocket requirement within three  
27 years (2017-2018). The goal is to change the ratio by approximately equal increments over three (3)  
28 years. It is understood that the net effect of this pooling change will be to increase out-of-pocket costs  
29 for members selecting individual coverage and decrease out-of-pocket costs for members covering  
30 family members in the same plan.

31  
32 In the event ESHB 5940 is amended or repealed, the parties agree to negotiate the impact of any such  
33 changes.

34  
35 **ARTICLE XIV**

36  
37 **STAFF DEVELOPMENT**

38  
39 **Section 14.1.**

40 The District shall provide appropriate training opportunities (as determined by the District) for all  
41 employees.

42  
43 **Section 14.1.1.**

44 All classes and training with prior approval which are required by the District as a condition of  
45 continued employment in the same position shall be considered regular hours of work.

1           **Section 14.1.2.**

2           Seniority preference consistent with Section 11.7. shall be applied to training opportunities with  
3           limited slots. Exceptions to this would include unique, extenuating circumstances of program or  
4           personnel needs.

5  
6           **Section 14.2.**

7           The District will guarantee, as a minimum, an equivalent of three (3) days of the employee's regularly  
8           scheduled shift which is on record as of the November payroll for staff development. Employees hired  
9           after November 15 shall have their regularly scheduled shift defined by their schedule as of the date of  
10          hire for the remainder of that year. Employees hired after November 15 shall have the number of staff  
11          development hours pro-rated to reflect the proportion of the work year remaining. The District shall  
12          annually establish a uniform cutoff date for completion of staff development hours that are applicable to  
13          be paid based on a given school year's minimum guarantee for such hours. Any staff development hours  
14          completed after this date will be considered for credit toward the subsequent school year.

15  
16          The Union has the right to make suggestions to the District as to the training and staff development needs  
17          members have regarding the performance of their duties.

18  
19          Staff development time may also be used for attending staff meetings held outside of an employee's  
20          regular work day that they are required or approved by their supervisor to attend.

21  
22          These hours may be used in full or partial day increments and paid as earned.

23  
24          **Section 14.3.**

25          Employees will be reimbursed at the base hourly rate for all hours spent in District approved training if  
26          such training occurs at times other than regularly scheduled work shifts, otherwise employees shall be  
27          compensated at base hourly rate. Approved training hours as provided in Section 14.5.4. will be  
28          compensated.

29  
30          **Section 14.4.**

31          When the delivery of services of a paraeducator to a medically fragile student are contemplated, the  
32          District will make every effort to involve the employee in preliminary meetings. Employees who provide  
33          service to medically fragile students may express their concerns to their immediate supervisor and  
34          request in-service training to help perform required services. If, after reasonable attempts at training and  
35          consultation, the employee seeks a different position through the application process, the employee's  
36          application or selection will be considered without prejudice as to why the employee is leaving the  
37          current position.

38  
39          **Section 14.5. Paraeducator Competency Criteria.**

40  
41                 **Section 14.5.1.**

42                 Paraeducators shall present evidence of skills and knowledge necessary to meet the needs of  
43                 students in their current assignment, and shall be under the supervision of a certificated teacher  
44                 or a certificated educational staff associate (ESA). All paraeducators shall meet NCLB standards  
45                 for paraeducators. In addition to the NCLB standards, paraeducators may present evidence of  
46                 training and experience, including the completion of Washington State Paraeducator  
47                 Competencies, to meet the needs of students in their regular assignment.

1 **Section 14.5.2.**

2 Each year the District will identify trainings that are being offered that meet the Washington State  
3 Paraeducator Competency criteria requirements. Such notification will include which criteria is  
4 covered in each training segment. The Washington State Paraeducator Competency criteria will  
5 be used only as a guide to skills and knowledge necessary to meet the needs of students.  
6

7 **Section 14.5.3.**

8 Paraeducators will utilize staff development hours provided in Section 14.2. for taking  
9 workshops outside their workday to meet the needs of student in the paraeducator’s current  
10 assignment. Time spent in required training that has been approved by the paraeducator’s  
11 supervisor will be compensated at the employee’s base hourly rate. Required training is separate  
12 and distinct from staff development hours in Section 14.2.  
13

14 **Section 14.5.4.**

15 Supervisors will meet with paraeducators annually. They will mutually determine training or  
16 experiences required to meet the needs of students in the paraeducator’s current assignment.  
17 Paraeducators who have successfully completed the Washington State Paraeducator  
18 Competencies shall be authorized to utilize their days for any training to meet the needs of  
19 students in their current assignment.  
20

21 **A R T I C L E X V**

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

23 **Section 15.1. Introduction.**

24 In order that there be a process for the settlement of grievances, the following procedures shall be  
25 established.  
26

27 **Section 15.2. Definitions.**

28 **Section 15.2.1. Grievant.**

29 The "grievant" is an employee, a group of employees, or the Union, who files a grievance.  
30

31 **Section 15.2.2. Grievance.**

32 A "grievance" is an alleged violation of the interpretation and/or application of the terms of this  
33 Contractual Agreement.  
34

35 **Section 15.2.3. Appropriate Supervisor.**

36 The "appropriate supervisor" is the supervisor who is immediately involved with the alleged  
37 grievance at the time it originates.  
38

39 **Section 15.2.4. Days.**

40 "Days" shall mean District business days (Monday through Friday); provided, however, the  
41 parties shall, during the traditional break periods, work constructively to process grievances as  
42 rapidly as possible. Grievants who find themselves in extraordinary circumstances beyond their  
43 control may request a modification of the timelines pursuant to 15.3.1.C.  
44

45 **Section 15.3. General Conditions.**

1 **Section 15.3.1. Time Limits.**

- 2 A. If the employer fails to answer within the time limits provided, the grievance may be appealed  
3 to the next step.  
4 B. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance  
5 of the employer's disposition of the claim.  
6 C. Time limits may be extended by mutual agreement in writing.  
7

8 **Section 15.3.2. Confidentiality.**

- 9 A. All matters pertaining to specific grievances may be confidential information and shall not  
10 be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the  
11 grievance process.  
12 B. Confidentiality. All documents, communications and records dealing with grievances and  
13 their disposition shall be filed separately from the grievant's personnel file.  
14

15 **Section 15.3.3. An Employee Grievance Filed Independently.**

16 Nothing in the Agreement shall be construed to prevent any person from presenting and adjusting  
17 a grievance directly with the Superintendent or designee, without intervention of the Union, so  
18 long as the resulting adjustment does not conflict with the terms of this Contractual  
19 Agreement between the District and the Union and is in accordance with and subject to the  
20 conditions and limitations provided by law.  
21

22 **Section 15.3.4. Settlement.**

23 Any grievance settled to satisfaction of the grievant at any step of the formal procedure will be  
24 final and binding on the grievant, the Union, the employer, and not subject to further review.  
25

26 **Section 15.3.5. Grievance Delay and Reinstatement.**

27 A grievance may, by notice in writing to the Director of Human Resources, be delayed after it is  
28 initiated and before the decision is delivered at any step of the formal procedure. The aggrieved  
29 party may reinstate the grievance within thirty (30) days after notice to delay is received by the  
30 Superintendent, but not thereafter. A grievance may be withdrawn by the aggrieved party at any  
31 time.  
32

33 **Section 15.3.6. Individual Complaints.**

34 If an individual employee has a personal complaint which he/she desires to discuss with his/her  
35 immediate supervisor, he/she is free to do so without recourse to this Grievance Procedure.  
36

37 **Section 15.3.7. Freedom from Reprisal.**

38 There shall be no reprisals of any kind by any party or parties against any other party or parties  
39 for reason of their participation in the Grievance Procedure. No grievance shall be used as reason  
40 in any disciplinary proceeding against the grieving employee or in any consideration for  
41 promotion or recommendation for job placement.  
42

43 **Section 15.3.8. Scope of Non-Grievable Matters.**

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

- 45 A. All matters mandated for judicial review.  
46 B. The substance of an evaluation as expressed in an evaluation document.  
47 C. Denied absences to attend approved professional meetings and/or conferences.  
48 D. Denied personal absences without pay.

- 1 E. Authorized leaves without pay.
- 2 F. Legislative leaves.
- 3 G. Reduction in force with the exception of procedural misapplications.
- 4 H. Adverse warranted reclassifications.

5  
6 **Section 15.3.9. Representation and Assistance in Investigation.**

- 7 A. An employee may elect to be represented by the Union at any and all steps of the Grievance  
8 Procedure.
- 9 B. During the course of any investigation by the Union, either to determine whether it will  
10 support a grievant or enable it to represent the grievant effectively, the District shall cooperate  
11 with the organization and furnish it such information germane to the grievance as the Union  
12 may request, if approved by the grievant.
- 13 C. The Union is entitled to request and have an observer at grievance hearings and to make its  
14 views known when such hearings are conducted by any District official or body.

15  
16 **Section 15.4. Processing of Grievances.**

17  
18 **Section 15.4.1. Level I.**

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

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

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

33  
34  
35 The appropriate administrator shall deliver a written decision to the grievant within five (5)  
36 District business days after the meeting is held.

37  
38 **Section 15.4.2. Level II.**

39 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition  
40 has been made within ten (10) District business days, the Director of Human Resources or his/her  
41 designee and the PSE Business Representative will consider alternative resolutions before taking  
42 the grievance to Level III. The objective of the Level II review will be to resolve the issue in  
43 the most fair and equitable manner. The Union and the District may mutually waive the Level II  
44 process by written notification within ten (10) District business days of receipt of the Level I  
45 response.

46  
47 Parties involved in the Level II dispute resolution process will not be charged vacation, or sick  
48 leave, nor will the time involved be counted as time lost.

1  
2 **Section 15.4.3. Level III.**

3 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no disposition  
4 has been made within ten (10) District business days after the meeting with the Human Resources  
5 Director or designee, then the grievant may deliver a written notice of appeal to the  
6 Superintendent or designee, who shall meet with the grievant, who may be represented by the  
7 Union to resolve the grievance. Within ten (10) District business days of the meeting, the  
8 Superintendent or designee will deliver a written decision to the grievant.  
9

10 **Section 15.4.4. Level IV - Arbitration.**

11 If the grievant is not satisfied with the disposition of the grievance at Level III, or if no disposition  
12 has been made within ten (10) District business days, the Union may request that the grievance  
13 may be submitted before an impartial arbitrator. Such request must be stated in writing to the  
14 Superintendent within fifteen (15) District business days of receipt of the decision rendered at  
15 Level III.  
16

17 The Union shall notify the District if it has declined to support a grievance and the grievant has  
18 made an appeal to the state level of the Union. Upon such notice, the parties will mutually agree  
19 to an extension of the timelines.  
20

21 If, within ten (10) District business days after receipt of a request for arbitration from the Union,  
22 the parties cannot mutually agree on an arbitrator, then the parties shall request a list of arbitrators  
23 be submitted by the American Arbitration Association. An application form shall be sent  
24 according to the voluntary rules of the Union for a list of seven (7) names. Within ten (10)  
25 District business days from receipt of the list each side shall alternately strike names until one  
26 (1) name remains. If the remaining name is unacceptable to either or both parties, a second list  
27 of seven (7) names shall be requested from the American Arbitration Association. Within ten  
28 (10) District business days of receipt of this list, each side shall alternately strike a name until  
29 one remains, and the remaining name shall be the arbitrator. The parties shall jointly notify the  
30 American Arbitration Association. The decision of the arbitrator shall be final and binding upon  
31 both parties.

32 Neither the District nor the Union shall submit any additional allegation(s) or present any  
33 evidence in the arbitration proceeding not previously disclosed to the other party.  
34

35 **Section 15.4.5. Grievance and Arbitration Hearings.**

36 All hearings or conferences pursuant to this procedure shall be scheduled at a time and place  
37 which will afford a reasonable opportunity for all parties entitled to attend to be present, including  
38 any and all witnesses.  
39

40 **Section 15.4.6. Jurisdiction of the Arbitrator.**

41 The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.  
42 The arbitrator shall be without power or authority to make any decision that is contrary to State  
43 law or to rules and regulations governing the District having the force and effect of law.  
44

45 **Section 15.4.7. Arbitration Costs.**

46 The cost for the services of the arbitrator including per diem expenses, if any, and his/her travel  
47 and subsistence expenses and the cost of any hearing room will be borne by the party deemed by

1 the arbitrator to be non-prevailing on the issues. All other costs will be borne by the party  
2 incurring them.  
3

## 4 5 **ARTICLE XVI**

### 6 7 **TRANSFER OF PREVIOUS EXPERIENCE**

#### 8 9 **Section 16.1.**

10 Any newly hired employee who has previously been employed by any public school district in the State  
11 of Washington, including Federal Way Public Schools and is hired to perform work similar, as  
12 determined by Human Resources, to that in which previously engaged, shall be given longevity credit in  
13 the District in accordance with this Article and RCW 28A.400.300.(2).  
14

#### 15 **Section 16.2.**

16 The newly hired employee may be permitted to transfer one (1) year longevity credit for each full year  
17 of applicable prior work experience. Prior work experience shall be evaluated by the District to  
18 determine eligibility.  
19

#### 20 **Section 16.3.**

21 The longevity credit so transferred shall be applicable to all benefits herein, including Schedule A, except  
22 the seniority provisions.  
23

#### 24 **Section 16.4.**

25 In the event that the District has a different system for computing salary schedule placement, leave  
26 benefits, vacation benefits, and other longevity benefits than does the transferring school district, the  
27 employee shall be granted the same longevity benefits as an employee in the District who has similar  
28 occupational status and years of service.  
29

#### 30 **Section 16.5.**

31 Longevity is defined as credit for years of service for purposes of salary schedule placement and benefits.  
32 Seniority is defined as credit for years of service as provided in Article XI of this Agreement.  
33

## 34 **ARTICLE XVII**

### 35 36 **SALARIES AND EMPLOYEE COMPENSATION**

#### 37 38 **Section 17.1.**

39 Employees shall be compensated for all hours worked in accordance with the provisions of this  
40 Agreement.  
41

#### 42 **Section 17.2.**

43 Salaries during the term of this Agreement shall be set forth in Schedule A, as subsequently adjusted  
44 pursuant to Section 17.3, and shall be attached hereto and by this reference incorporated herein.  
45

1 **Section 17.3.**

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

5  
6 **Section 17.4.**

7 Employees shall receive their base salary in twelve (12) equal payments.  
8

9 **Section 17.5.**

10 Any employee assigned a job which requires travel from one work site to another shall be compensated  
11 at his/her appropriate hourly rate for such travel time. Employees shall be reimbursed on a per-mile  
12 basis at the standard IRS reimbursement rate for travel between work sites via private vehicle during  
13 working hours. Employees who have applied for and received more than one work assignment are  
14 excluded from this provision.  
15

16 **Section 17.6.**

17 Employees may submit a request for payroll deductions to the Washington School Employees' Credit  
18 Union or other District approved entities, subject to rules and regulations of the District and the Credit  
19 Union.  
20

21 Employees with perfect attendance during summer work assignments of twenty (20) or more days shall  
22 be entitled to a one hundred dollar (\$100.00) bonus; work assignments of forty (40) or more days shall  
23 be entitled to a two hundred dollar (\$200.00) bonus.  
24

25 **Section 17.7. Summer Work Assignments**

26 Employees with perfect attendance during summer work assignments of twenty (20) or more days shall  
27 be entitled to a one hundred dollar (\$100.00) bonus; work assignments of forty (40) or more days shall  
28 be entitled to a two hundred dollar (\$200.00) bonus.  
29

30 **Section 17.8. Classification Adjustments.**

31 Procedures for classification and compensation adjustments, other than those addressed in the formal  
32 collective bargaining process, will follow District guidelines; provided, however, that no reclassification  
33 or adjustment in compensation shall occur without consultation with the Union.  
34

35 **ARTICLE XVIII**

36 **TERM AND SEPARABILITY OF PROVISIONS**

37  
38  
39 **Section 18.1.**

40 The term of this Agreement shall be September 1, 2016 through August 31, 2019.  
41

42 **Section 18.1.1.**

43 Employees shall receive any state pass-through cost of living salary increase(s) generated during  
44 the term of this Agreement. Any cost of living percentage increase funded in any Washington  
45 State Biennial Budget currently or retroactively for the 2016 – 2019 school years will be passed  
46 through to all employees.  
47



1 **Section 18.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding  
3 its execution date, except as provided in this Article.  
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
7 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider the  
8 impact of any legislation enacted following execution of this Agreement which may arguably affect the  
9 terms and conditions herein or create the authority to alter personnel practices in public employment. In  
10 the event the Board and administration decide to implement double shifting and/or year-round schools,  
11 the parties will commence negotiations over the effects of that decision on the terms and conditions of  
12 employment.  
13

14 **Section 18.4.**

15 Should any article, section, or clause of this Agreement be declared illegal by a court of competent  
16 jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this  
17 Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall  
18 remain in full force and effect for the duration of the Agreement if not affected by the deleted article,  
19 section, or clause.  
20

21 **Section 18.5.**

22 In the event that the provisions of Section 18.4 apply to any provision of this Agreement, such provisions  
23 only shall be open for negotiations.  
24

25 **Section 18.6. No Strike.**

26 **Section 18.6.1.**

27 The Union and its members, as individuals or as a group, will not initiate, cause, permit or  
28 participate in any strike, work stoppage, slowdown, picketing, or join in any strike, work  
29 stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining  
30 unit, while acting in the course of their employment, shall not honor any picket line established  
31 by any other labor organization when called upon to cross such picket line in the line of duty.  
32 Disciplinary action, including discharge, may be taken by the District against any employee or  
33 employees engaged in violation of this Section. Such disciplinary action may be undertaken  
34 selectively at the option of the District and shall not preclude or restrict recourse to any other  
35 remedies, including any action for damages, which may be available to the District.  
36  
37

38 **Section 18.6.2.**

39 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other  
40 restriction of work in any form, either on the basis of individual choice or collective employee  
41 conduct, the Union will immediately, upon notification, attempt to secure an immediate and  
42 orderly return to work of employees under the Union's jurisdiction. This obligation and the  
43 obligations set forth in Section 18.6.1 above shall not be affected or limited by or subject to the  
44 grievance provisions of this Agreement.  
45  
46  
47  
48

# ARTICLE XIX

## EVALUATION

### **Section 19.1.**

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

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

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

### **Section 19.1.1.**

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

### **Section 19.1.2.**

No employee shall receive an overall unacceptable evaluation for performance issues unless the supervisor has notified the employee and provided an opportunity for improvement.

### **Section 19.1.3.**

Vacation days, military leave, Union release time, ~~and~~ jury duty, bereavement, and FMLA shall not be recorded as absences on the annual evaluation form. All leave types may be noted in the attendance comment section on the evaluation form.

### **Section 19.1.4.**

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

Warning notices shall be provided to the Union within ten (10) District business days of the employee being so notified.

### **Section 19.2.**

Supervisors will schedule a meeting with all employees receiving unacceptable marks on any section of their annual or probationary evaluations to review the areas of concern and plan for remediation. For

1 the annual evaluations, this meeting, regarding unacceptable marks, will take place on or before that  
2 employee's last scheduled workday. For probationary evaluations, this meeting will take place on or  
3 before the last day of their probationary period.

4  
5 Other employees may request a meeting in writing to discuss their evaluation. This meeting must be  
6 requested within five (5) working days of the receipt of their evaluation and will be scheduled with the  
7 supervisor within ten (10) working days of the receipt of the request for the meeting.

8  
9 **Section 19.3.**

10 If an employee receives a written communication from a representative of the District or immediate  
11 supervisor that indicates deficiencies requiring improvement, then said employee shall be entitled to  
12 have a representative of the Union or its designee at subsequent meetings regarding performance with  
13 the immediate supervisor or representative of the District.

14  
15 **Section 19.4.**

16 Employees with an overall unacceptable evaluation only may appeal the evaluation with regard to the  
17 processes, procedures, and content. All other employees may appeal only the processes and procedures  
18 utilized. The decision and substance of an evaluation is excluded from the grievance procedure. The  
19 employee request for appeal must be done in writing to a designated Human Resources administrator  
20 within five (5) days of the meeting with their supervisor.

21  
22 **Section 19.5.**

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

31  
32 **A R T I C L E X X**

33  
34 **S A F E T Y**

35  
36 **Section 20.1.**

37 The District shall take reasonable steps consistent with state law and District policies to protect  
38 employees from assaultive behavior by students, parents, and other employees.

39  
40 **Section 20.2.**

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

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**ARTICLE XXI**

**SUMMER TRANSPORTATION EMPLOYMENT**

**Section 21.1.**

Employees who resign their summer employment position shall have their seniority rights suspended for the duration of the summer. Such suspension shall not apply to consideration for school year positions.

**Section 21.2.**

Employees who so request shall be considered in seniority order on a daily basis for substitute opportunities.

**Section 21.2.1.**

Substitute assignments made on an emergency basis shall not extend beyond that day.

**Section 21.3.**

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

**Section 21.4.**

Attendance at the annual Union convention shall be exempt from the consecutive requirement of Section 21.3.

**Section 21.5.**

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

**Section 21.5.1.**

Summer work shall be bid separately from school year work. The expected commitment of drivers to their summer work shall be comparable to the school year, except that employees may request up to five days of leave without pay.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF FEDERAL WAY

BY: Susan M. Tagart  
Susan Tagart, Chapter President

DATE: January 27, 2017

FEDERAL WAY SCHOOL DISTRICT #210

BY: Tammy Campbell  
Tammy Campbell, Superintendent

DATE: 1/24/17

FEDERAL WAY SCHOOL BOARD

BY: Geoffery McAnally  
Geoffery McAnally, President

BY: Claire Wilson  
Claire Wilson

BY: Liz Drake  
Liz Drake

BY: Carol Gregory  
Carol Gregory

BY: \_\_\_\_\_  
Hiroshi Eto

SCHEDULE A  
Federal Way School District #210  
September 1, 2016 – August 31, 2017

	Year 1		Year 2		Year 5		Year 10		Year 15		Year 20	
--	--------	--	--------	--	--------	--	---------	--	---------	--	---------	--

<b>ParaEducators</b>	<b>\$15.91</b>		<b>\$17.20</b>		<b>\$18.22</b>		<b>\$18.59</b>		<b>\$18.96</b>		<b>\$19.34</b>	
----------------------	----------------	--	----------------	--	----------------	--	----------------	--	----------------	--	----------------	--

<b>Nutrition Services</b>		<i>w/cert SNA</i>		<i>w/cert SNA</i>		<i>w/cert SNA</i>		<i>w/cert SNA</i>		<i>w/cert SNA</i>		<i>w/cert SNA</i>
Cashier, Kitchen Assistant	<b>\$15.00</b>	\$15.50	<b>\$15.66</b>	\$16.16	<b>\$15.83</b>	\$16.33	<b>\$16.15</b>	\$16.55	<b>\$16.46</b>	\$16.96	<b>\$16.79</b>	\$17.29
Elementary KM	<b>\$15.88</b>	\$16.38	<b>\$16.29</b>	\$16.79	<b>\$16.46</b>	\$16.96	<b>\$16.79</b>	\$17.29	<b>\$17.13</b>	\$17.63	<b>\$17.47</b>	\$17.97
Secondary KM	<b>\$16.61</b>	\$17.11	<b>\$17.00</b>	\$17.50	<b>\$17.16</b>	\$17.66	<b>\$17.50</b>	\$18.00	<b>\$17.86</b>	\$18.36	<b>\$18.21</b>	\$18.71
Assistant, Central Kitchen	<b>\$15.40</b>	\$15.90	<b>\$16.10</b>	\$16.60	<b>\$16.24</b>	\$16.74	<b>\$16.57</b>	\$17.07	<b>\$16.90</b>	\$17.40	<b>\$17.24</b>	\$17.74
Pot/Pan, Central Kitchen	<b>\$15.88</b>	\$16.38	<b>\$16.29</b>	\$16.79	<b>\$16.46</b>	\$16.96	<b>\$16.79</b>	\$17.29	<b>\$17.13</b>	\$17.63	<b>\$17.47</b>	\$17.97
Lead Cook/Lead HACCP/Catering	<b>\$18.30</b>	\$18.80	<b>\$19.81</b>	\$20.31	<b>\$20.01</b>	\$20.51	<b>\$20.41</b>	\$20.91	<b>\$20.82</b>	\$21.32	<b>\$21.24</b>	\$21.74
Central Kitchen Truck Driver	<b>\$19.99</b>	\$20.49	<b>\$21.84</b>	\$22.34	<b>\$22.06</b>	\$22.56	<b>\$22.50</b>	\$23.00	<b>\$22.95</b>	\$23.45	<b>\$23.41</b>	\$23.91

<b>Transportation</b>											
Bus Drivers	<b>\$19.99</b>		<b>\$21.84</b>		<b>\$22.06</b>		<b>\$22.50</b>		<b>\$22.95</b>		<b>\$23.41</b>
Camera Tech	<b>\$19.99</b>		<b>\$21.84</b>		<b>\$22.06</b>		<b>\$22.50</b>		<b>\$22.95</b>		<b>\$23.41</b>
Lead Driver Trainer	<b>\$23.22</b>		<b>\$25.07</b>		<b>\$25.33</b>		<b>\$25.84</b>		<b>\$26.35</b>		<b>\$26.88</b>
Driver Trainers	<b>\$22.01</b>		<b>\$23.77</b>		<b>\$24.01</b>		<b>\$24.49</b>		<b>\$24.98</b>		<b>\$25.48</b>
Shop Mechanic Helper	<b>\$19.53</b>		<b>\$23.46</b>		<b>\$23.69</b>		<b>\$24.17</b>		<b>\$24.65</b>		<b>\$25.14</b>
Lead Journey Mechanic	<b>\$29.72</b>		<b>\$29.81</b>		<b>\$31.14</b>		<b>\$31.76</b>		<b>\$32.40</b>		<b>\$33.04</b>
Shop Journey Mechanic	<b>\$28.31</b>		<b>\$28.39</b>		<b>\$29.66</b>		<b>\$30.25</b>		<b>\$30.86</b>		<b>\$31.47</b>
Bus Assistants	<b>\$15.00</b>		<b>\$15.62</b>		<b>\$15.77</b>		<b>\$16.08</b>		<b>\$16.40</b>		<b>\$16.73</b>

<b>Distribution Center</b>											
Courier	<b>\$19.99</b>		<b>\$21.84</b>		<b>\$22.06</b>		<b>\$22.50</b>		<b>\$22.95</b>		<b>\$23.41</b>

*Notes:*

School Nutrition Association (SNA) Certification = .50 cents per compensated hour

Truck Drivers hired after 8/31/2004 ineligible

For the 2016-17 school year, all wages increased by 2.2% plus 1.8% COLA = 4%

For the 2017-18 school year, all wages increased by 2% plus COLA

For the 2018-19 school year, wage reopener plus COLA