# **AGREEMENT**

between the



# **Board of Directors**

and the

# TACOMA ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS

and

# TACOMA ASSOCIATION OF PUBLIC SCHOOLS PROFESSIONAL & TECHNICAL EMPLOYEES

September 1, 2022 - August 31, 2025

Tacoma, Washington

#### TACOMA SCHOOL DISTRICT #10

# **BOARD OF DIRECTORS**

Elizabeth Bonbright, President Lisa Keating, Vice President Enrique Leon Korey Strozier Chelsea McElroy

# **SUPERINTENDENT**

Joshua J. Garcia

Tacoma Education Association 3049 S 36<sup>th</sup> St., Suite 300 Tacoma, WA 98409 (253) 565-4411 Tacoma School District No. 10 P.O. Box 1357 Tacoma, WA 98401-1357 (253) 571-1000

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#### **PREAMBLE** 1 2 The following articles of this Agreement constitute the full and complete agreement by and 3 between the Board of Directors of Tacoma School District No. 10, hereinafter called the "Board," 4 the Tacoma Association of Educational Office Professionals, and the Tacoma Association of 5 Public School Professional-Technical Employees, hereinafter called the "Association." 6 7 8 The parties hereto agree as follows: 9 ARTICLE I – DEFINITIONS AND RECOGNITION 10 **Section 1. Definitions** 11 A. **Board**: Board of Directors of Tacoma School District No. 10. 12 B. District: Tacoma School District No. 10. 13 14 C. **Superintendent**: Superintendent of Tacoma School District No. 10. D. Association: Tacoma Association of Educational Office Professionals (OP) and Tacoma 15 Association of Public School Professional and Technical Employees (PT). 16 17 E. **Employee**: Any employee of the District covered by this Agreement. F. Professional-Technical: Positions require advanced education such as a vocational 18 diploma, A.A. or B.A. degree; job training or experience may be substituted in 19 accordance with the job description. In addition, the District and the Association agree to 20 21 include specialized positions, which are not exempt, that are not covered under existing bargaining units. 22 23 G. Regular Full-Year Employee: An individual who has completed the new employee probationary period and is employed in a budgeted 1.0 FTE position, working eight (8) 24 25 hours/day for the scheduled work year. Said employee receives full benefits and is assigned a specific work calendar. 26 27 H. Regular Part-Year Employee: An individual who has completed the new employee probationary period and is employed in a budgeted position a minimum of four (4) 28 hours/day. Said employee receives prorated benefits and is assigned a specific work 29 30 calendar. I. Replacement Employee: An individual employed to fill in an available position caused 31 by an extended leave of absence in excess of three (3) months. Said employee receives 32 33 prorated benefits based upon the term of the assignment.

J. **Seniority**: Seniority means the length of service within the District as a member covered

by this Agreement. Seniority accrued in a position represented by one (1) Association

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- continues to apply if a bargaining unit member transfers to a position represented by the 1 2 other Association. Seniority among employees with the same seniority date shall be determined by lot. Seniority shall not be lost for authorized leave or layoff status. 3 Seniority will be restored to members who resign and are rehired by the District. 4
  - K. Substitute Employee: An individual employed on an "on call" basis, usually assigned to "fill in" for an employee who is absent. A substitute employee who works twenty (20) days in one (1) assignment or thirty (30) days in a fiscal year has the rights included in the following sections of the agreement:

9	Section 1	Definitions
10	Section 2	Anti-Bias and Nondiscrimination
11	Section 3	Recognition and Unit Designation
12	Section 4	Rights of the Board
13	Section 5	Bargaining Unit Privileges
14	Section 6	Dues Deduction
15	Section 7	Grievance Procedure
16	Section 8	Bargaining Procedures and Labor-Management Meetings
17	Section 9	Staff Diversity Plan
18	Section 10	Equitable Treatment
19	Section 11	Harassment and Discrimination
20	Section 15	Work Day
21	Section 21	Travel Allowance

**Staff Protection** 

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Section 22

- L. Temporary Employee: An individual employed for extra help or a specific project four (4) or more hours per day, not to exceed seven hundred twenty (720) hours in a fiscal year. A temporary employee receives no benefits. The number of hours per day and work days are determined by the supervisor. The District will not replace a temporary employee who has worked seven hundred twenty (720) hours in a project with another temporary employee to continue performing the same duties in the project.
- M. Year of Service: One hundred fifteen (115) or more regular days of pay (for twelve (12) month employees) and ninety-eight (98) or more regular days of pay (for ten (10) month employees) during the fiscal year, including days of leave with pay.

#### 1 Section 2. Anti-Bias and Nondiscrimination

- 2 The District and the Association agree that Tacoma Public Schools supports and demonstrates
- 3 <u>respect for all dimensions of human expression</u>, including, but not limited to, culture, race,
- 4 language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender,
- 5 gender identity, age, and socioeconomic <u>differences</u>.

## **Section 3. Recognition and Unit Designation**

- A. Recognition: The Board recognizes that the Association is the exclusive representative of all employees in the bargaining unit(s) described in Section 3.
  - B. Bargaining unit(s): The bargaining unit to which this Agreement is applicable is composed of all regular full-year and regular part-year Office Professionals, and all Professional-Technical employees.
- Office Professionals in assignments as confidential secretaries are excluded from the 12 bargaining unit. Confidential secretary positions include secretaries to the 13 14 superintendent, board of directors, administrators preparing, conducting, or administering 15 collective bargaining agreements, and administrators with official responsibility for employment policy formulation as mutually agreed by the Labor Management Committee 16 17 consistent with the Public Employment Relations Commission (PERC) guidelines. Exempt employees retain contractual rights consistent with Section 3.F upon return to a 18 position within the bargaining unit. 19
- The District and Association shall meet prior to designation of added exempt positions.
  If the parties cannot agree on a designation, the PERC shall be contacted to resolve dispute.
  - C. Any disagreement between the District and the Association regarding positions appropriate to this bargaining unit will be resolved in accordance with Chapter 41.56 RCW.
- D. Duties presently performed by bargaining unit members shall not be assigned to any other bargaining unit, outside agencies, or individuals without providing the Association notice of the proposed assignment, and an opportunity to bargain its impact.
  - E. Nothing in this language shall preclude the occasional employment of consultants or contractors as historically utilized by the District or prohibit work presently performed by other bargaining units.
- F. When an employee is transferred or promoted from a non-exempt Office Professional position to one which is exempt, said employee may be transferred or promoted back to a non-exempt Office Professional position. Said employee retains all rights, such as sick leave, seniority, layoff, etc., earned as an employee in the non-exempt and exempt position.

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## 1 Section 4. Rights of the Board

- 2 The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred
- 3 upon and vested in it by the laws and the Constitution of the state of Washington and the United
- 4 States for the management and operation of the District, subject to the provisions of this
- 5 Agreement.

# 6 Section 5. Bargaining Unit Privileges

- 7 A. Up to a total of twenty-two (22) days of released time per year shall be provided to each
  8 Association for the officers and representatives of the Association. In addition to this, the
  9 Associations will be allowed twenty (20) days of released time per year for which the
  10 cost of a substitute will be paid by the Association.
- 11 B. The Human Resources department, in cooperation with the Association, will make the determination to provide or not provide substitute(s).
- 13 C. The parties agree that if the <u>OP/PT has</u> used up their authorized days of released time for the year, TEA may utilize any of its unused days of released time for the officers and representatives of <u>OP/PT chapter</u>.
- D. Requests for such leave shall be made through the Human Resources department in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates Chapter 41.56 RCW. Disputes as to the legality of any application of this provision shall be referred to PERC for determination and shall not be processed as grievances under the arbitration provision of this Agreement.

#### 21 Section 6. Dues Deductions

- 22 **Authorization:** Upon written authorization, for unified membership dues in the Association, the
- 23 Board agrees that said sums will be deducted from payrolls and forwarded promptly to the
- 24 Association. All the enrollments and cancellations shall be handled by the appropriate officers
- 25 of the Association.
- 26 Cancellation: Cancellation of dues must be received in the finance office directly from the
- 27 officers of the Association. The District shall provide for automatic reinstatement of deduction
- 28 for Association dues for employees returning from leave, unless canceled, through written notice
- 29 by the Association.
- 30 **Substitutes:** The Association must notify the Superintendent in writing no later than September
- 1 annually of the amount of the payroll deduction for substitutes. The District will deduct the
- 32 amount specified by the Association for dues if authorized in writing by a regular substitute.
- 33 The Association agrees to defend, indemnify and hold the District harmless (suits by the District
- excepted) against any and all claims, suits, orders or judgments brought or issued against the
- 35 District pursuant to proper implementation of this section contingent upon the District's
- agreement that the Association shall be authorized to defend such suit through an attorney of the
- 37 Association's own choosing.

#### **Section 7. Grievance Procedure**

- A. Definition: A grievance is a claim based upon an alleged violation of this Agreement, written District policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an employee by an administrator/supervisor.
  - B. Procedure: Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.
- 9 If a formal grievance is not filed within fifty (50) business days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.
  - C. **LEVEL I**: An employee with a grievance shall discuss the grievance first with their immediate administrator. Every effort shall be made to solve the grievance at this level in an informal manner.
    - D. **LEVEL II**: In the event the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate administrator as the second step of Level I. Within five (5) business days after the written grievance is presented, the administrator shall render a decision thereon, in writing, and present it to the grievant.
    - E. LEVEL III: If the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) business days after the presentation of the grievance, they may file the grievance in writing on the grievance form with the Superintendent, with a copy to the immediate administrator and to the Association. The Superintendent, or designated representative(s), shall represent the administration at this level of the grievance procedure. Within five (5) business days after receiving the written grievance, the Superintendent, or designated representative(s), shall establish a meeting date with the aggrieved in an effort to resolve the grievance. If a Level III grievance is not filed in writing with the Superintendent within five (5) business days after a Level II decision has been received in writing, then the grievance shall be waived.
      - 1. The decision from Level III shall be in writing and delivered to the aggrieved employee and a copy shall be delivered to the Association.
      - 2. If the aggrieved employee is not satisfied with the disposition of the grievance at Level III or if no decision has been rendered within five (5) business days after the meeting with the Superintendent, or designated representative(s), the Association may file a Level IV grievance.
    - F. **LEVEL IV**: If the aggrieved is not satisfied with the disposition of the grievance at Level III, the grievant may, within five (5) business days after the decision is rendered, request in writing to the Association with a copy to the Superintendent, that the grievance be submitted to arbitration.
      - 1. Employee/Association Option: At the employee's option, a grievance may be submitted in writing to the Board prior to a request for arbitration if the aggrieved

- employee is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within five (5) business days after the meeting with the Superintendent, or designated representative(s). The President of the Board shall review the grievance appeal and shall determine whether or not a Board level grievance appeal shall be held. If the Board level grievance appeal is not held, the President of the Board shall reply to the grievant in writing within five (5) days.
  - 2. If the grievance is submitted to the Board, the Association's time limit for requesting arbitration is tolled until the Board action is completed. The Association may, within ten (10) business days after the receipt of the request, submit the grievance to arbitration by so notifying the Superintendent in writing.
  - 3. The Association may request a list of arbitrators from the Federal Mediation and Conciliation Service. The District and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined.
  - 4. As an alternative, the Association may submit the grievance to the American Arbitration Association (AAA). If the AAA is used the parties will be bound by the voluntary rules and procedures of the AAA for the selection of the arbitrator.
  - 5. The arbitrator shall confer promptly with the representatives of the District and of the Association, review the record of prior meetings and hold such further hearings as deemed necessary.
  - 6. The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.
  - 7. The arbitrator's findings shall be submitted in writing as soon as possible to the District and to the Association and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
  - 8. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.
  - 9. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

#### G. SUPPLEMENTAL CONDITIONS:

- 1. At each step of the procedure for adjusting grievances, the employee may be accompanied by a designated representative of the Association. Any person(s) employed by the District or Association who might contribute to resolution of the grievance may be requested by the employee and/or the official representative.
- 2. When a grievance hearing is held at Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the grievant.

- 3. Exclusive representation for a grievant shall be through the Association except for an employee who may elect self-representation.
- 4. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
  - 5. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
  - 6. A grievance may be lodged by the Association.

- 7. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate supervisor shall be initiated at Level III of the grievance procedure. A copy of the grievance shall be provided to the immediate supervisor.
- 8. The District agrees to furnish the Association, upon request of a designated representative, information which may be necessary to process any grievance or complaint.

# Section 8. Bargaining Procedures and Labor Management Meetings

- A. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party, provided the first meeting shall be held within ten (10) business days after a request by either party.
- B. At least five (5) negotiators on the Association team will be released from work to negotiate without loss of pay when day sessions are scheduled. Substitutes will be provided by the District as needed.
- C. Agreements reached between the parties to this Agreement shall become effective only when signed by the Board and the Association after ratification.
  - D. Labor Management Meetings: At least monthly or at the written request of the District or the Association, labor management meetings shall be held to discuss issues of mutual interest to the parties; to resolve concerns regarding the interpretation and implementation of the Agreement and to provide an opportunity for the Association to provide feedback to the Superintendent's designee on District operations and direction.
- In no event can agreements reached in labor management meetings abridge, add to, or subtract from the Agreement provided, however, that such agreements may be made subject to ratification by the Association and the Board.
- The Association may include up to six (6) employee representatives and UniServ Directors. The Superintendent's designee, Assistant Superintendent of HR and up to four (4) additional members shall represent the District. Other resource personnel shall be available upon request by either party.
  - In order to assure communication, agendas and minutes for meetings shall be taken and

distributed by the parties.

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## Section 9. Staff Diversity Plan

- A. The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and state law.
- B. Recommendations for changes in the plan may be made by the Association. Copies of the Staff Diversity Plan are available upon request from the Equity and Diversity Office.

## **7 Section 10. Equitable Treatment**

- 8 A. The District and the Association agree to comply with all state and federal guidelines 9 and/or regulations. Therefore, all applicants seeking employment opportunities will be 10 considered and will not be discriminated against on the basis of race, sex, gender 11 expression or identity, age, sexual orientation, veteran or military status, the use of a 12 trained guide dog or service animal, creed, religion, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, 13 as amended; Title IX of the Education Amendments of 1972, as amended and Chapter 14 28A.640/RCW. 39 15
- B. The District will not illegally discriminate in applying the provisions of this Agreement.
- 17 C. The District shall not discriminate against any employee in violation of this Agreement and/or, state and federal laws, rules, and/or regulations.
- D. The Board agrees that it will not discriminate against employees because of their membership or non-membership in employee organizations.
- E. The District and Association agree that mutual respect for one another helps support a safe and civil work environment.

## Section 11. Harassment and Discrimination

- 24 Tacoma School District will provide a safe and healthy environment where harassment and
- 25 <u>discrimination are not tolerated by or toward students, families, community, or school</u>
- 26 employees.

- A. Any employee who has a complaint regarding harassment may file said complaint with the employee's direct supervisor. If the complaint is not satisfactorily resolved or if the complaint involves the supervisor, the complaint should be made to the appropriate level director.
- B. Any employee who has a complaint regarding discrimination based or race; religion; creed; color; national origin or ancestry; sex; gender identity or expression; sexual orientation; age; pregnancy; marital or veteran status; the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability may file said complaint with the Assistant Superintendent of Human Resources. The appropriate form may be obtained on the District website. A

- copy of the form is reproduced in Appendix I of this Agreement.
- 2 The District will meet with the employee to discuss possible resolutions.

## **Section 12. Site-Centered Decision-Making**

- 4 Employees have the right to <u>initiate and</u> participate in their <u>location's</u> site-centered decision-
- 5 making (SCDM) team and process as established in Section 17 of the Agreement in effect
- 6 between the District and the Association certificated unit.

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## ARTICLE II - SALARY, HOURS AND BENEFITS

## Section 13. Salary and Classifications

- A. The salary schedules are appended and fully incorporated herein. Detailed schedules may be found in Appendix II, OP Salary Schedule, and Appendix III, PT Salary Schedule.
- 12 Year 1 (2022-23):
  - State pass through percentage amount for cost of living increases for educational employees (IPD) and three percent (3%) applied to the OP salary schedule and two percent (2%) on the PT salary schedule.
- 16 Year 2 (2023-24):
  - State pass through percentage amount for cost of living increases for educational employees (IPD) and two percent (2%) applied to both salary schedules.
- 19 Year 3 (2024-25):
  - State pass through percentage amount for cost of living increases for educational employees (IPD) and two percent (2%) applied to the OP salary schedule and one percent (1%) on the PT salary schedule.
- B. The salary schedule is effective September 1 annually.
- C. Salaries for new Professional-Technical and Office Professional employees begin with the first steps of the appropriate classification. Credits may be given, however, for previous experience upon recommendation of the Assistant Superintendent, Human Resources, and with the approval of the Superintendent.
- When a position has been posted for thirty (30) days and no qualified applicants have applied for the position, the position is deemed "hard-to-fill." The position can then be advertised as having a one-time signing bonus of three and one-half percent (3.5%) of base salary in an amount up to \$3,000, provided that the employee remain employed with the District for a period of one (1) year.
- D. Employees who transfer to the Professional Technical or Office Professional schedule from another bargaining unit within the District will be placed on the appropriate salary schedule at a level which does not constitute an involuntary reduction in pay.

E. Employees whose classifications are changed at the end of a school year are given their service increment and then placed on the corresponding step of the new classification.

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- F. Effective on the twenty-first (21st) consecutive work day of temporary reassignment, the employee reassigned will be compensated at the employee's regular step at the higher classification retroactive to the first day of such assignment. No adjustment in salary will be made for temporary reassignments of less than twenty (20) consecutive work days or for temporary reassignments when an employee is on normal vacation.
- G. An employee will be advanced one (1) service increment on the salary schedule for one hundred fifteen (115) or more days worked and/or paid days of leave performed between September 1 and the following August 31 annually. The service increment is effective the following September 1. A ten (10) month employee is entitled to a year of service for ninety-eight (98) or more regular work days and/or paid days of leave pursuant to the annual work schedule for ten (10) month employees. The service increment is effective the first working day of the annual work schedule of the new school year for ten (10) month employees.
- H. After fifteen (15) years of service to the Tacoma School District an employee will receive a fifteen (15) year service increment. A fifteen (15) year service increment equals one (1) regular increment at the employee's present classification.
- 19 After nineteen (19) years of service to the Tacoma School District an employee will receive a twenty (20) year service increment. A twenty (20) year service increment 20 equals one (1) regular increment at the employee's present classification. 21
- After twenty-four (24) years of service to the Tacoma School District, an employee will 22 receive a twenty-five (25) year two percent (2%) step increase. 23
- After twenty-nine (29) years of service to the Tacoma School District, an employee will 24 receive a twenty-five (25) year three percent (3%) step increase. 25
  - I. Senior Staff Opportunity: Office Professional/Professional-Technical employees who give notice of their retirement sixty (60) days prior to their retirement date in any given school year shall be eligible for two (2) additional days of work, at their per diem rate of pay, as mutually agreed to by their supervisor.
    - J. A former employee who returns to the employ of the District within five (5) years of date of termination may be reappointed on the same step of the salary schedule, but not necessarily at the same classification, to which said employee was entitled at the time of resignation. A former employee whose absence exceeds five (5) years will be reappointed on the same basis as prevails for original employment.
- K. A part-year Professional-Technical employee, shall receive the appropriate proration of the annual salary for the scheduled days. In addition, all part-year employees shall be 36 paid at the appropriate daily rate for full-year employees for the classification for additional work, such as workshops, overtime, etc.
- L. Overtime work for Office Professionals or Professional Technical employees is any 39 40 required work beyond eight (8) hours of pay per day or forty (40) hours of pay per week, except for work schedule changes pursuant to the "Work Day" section of this Agreement, 41

and will be paid at the time and one-half rate for the hours worked, pursuant to Section 15.H.3. Overtime work required on Sundays, holidays or when recalled while on an authorized vacation will be paid at the double time rate for the hours worked.

- 1. Overtime which is not authorized in advance by the division head or authorize supervisor may be subject to appropriate discipline; provided, however, if an administrator in charge of the division/department or designated supervisor is not available, an employee may work overtime in an emergency situation. In such a case, said employee must notify the supervisor in charge within twenty-four (24) hours of the overtime.
- 2. An employee who works overtime shall be compensated with pay or compensatory time, and shall report the overtime for compensation in the pay period when the time was worked. The employee and supervisor must agree if compensatory time is to be chosen in lieu of overtime pay. No employee will be permitted to accumulate more than one hundred (100) hours of compensatory time which has been earned at the time and one-half or double time rates. Compensatory time earned will not be lost. Any overtime required by an employee with one hundred (100) hours of accumulated compensatory time will be paid at the appropriate rate in accordance with the regular payroll cycle.
- 3. Every year compensatory leave balances as of August 31 will be paid off in September at the rate earned during the preceding year. If a compensatory time balance is not paid by the District or used by the employee before termination of employment, it will be paid as part of the employee's final pay warrant.
- M. In the event an employee in a department is absent ten (10) working days, the supervisor will endeavor to ensure an equitable distribution of said employee's workload among remaining staff. If such an absence creates an extraordinary hardship on an individual employee, the employee may request a meeting with the supervisor, Manager, Employee Support of the Director of Employee and Labor Relations, and association representation to resolve the workload concern. If a satisfactory resolution is not achieved, the employee may pursue the grievance process. If a "remaining" employee is required to work additional hours in order to complete their regular work assignments, compensation will be in accordance with the provisions of this section.
- N. EDUCATIONAL PROGRAM Office Professionals who have a two (2) year associate degree will receive additional pay at twenty-nine cents (\$.29) per hour.
- O. <u>An OP</u> who has completed work on an approved Associate of Arts degree must file a request with the Human Resources Office on or before September 10 to receive the stipend for the current school year. A request that is received by the Human Resources Office after September 10 will not be considered until the following school year.
  - P. Information regarding approved programs can be obtained from the Human Resources department.
  - Q. SUPPLEMENTAL CONDITIONS Employees will be granted service increments and employees will be granted a new stipend from the Professional Standards Program or the Educational Program in accordance with this section. Service increments for twelve (12)

month employees shall be effective on September 1 of each year and for ten (10) month employees the first working day of the annual work schedule each year; provided, however, increments will NOT be implemented if the state freezes wages.

R. Salary Warrants – The District will pay an employee's regular salary in twenty-four (24) equal installments (rounded off to the higher penny) on or before the fifth (5th) and the twentieth (20th) of each month. All bargaining unit employees will have their bi-monthly pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.

- 1. Deduction of salary from absences not covered by paid leave or vacation is based on the number of working days in the fiscal year plus days allowed for vacation and holidays.
- 2. Daily rates of pay are based on an employee's annual salary divided by the number of regular working days in the contract year (2080 hours or 260 days for twelve (12) month employees) inclusive of paid holidays and vacation.
- 3. The overtime pay rate for Professional Technical employees shall be based on an employee's hourly rate of pay (annual salary divided by 2080 hours) and calculated at the overtime rate of pay. The overtime pay rate for Office Professionals shall be based on the employee's hourly rate and calculated at the overtime rate of pay.
- 4. An employee who works less than the authorized schedule may have a salary adjustment downward. The installments are based on the actual number of hours worked plus hours of absence covered under "Leaves of Absence with Pay." This total is multiplied by the hourly rate to determine the total salary which an employee has earned for the fiscal year. The difference between the latter sum and the total of salary installments paid to date or scheduled to be paid will determine the amount of the salary adjustment.
- 5. Office Professionals who work less than full time may be assigned substitute work subject to the following conditions.
  - a. Placement on the substitute secretary roster will be by written request and subject to approval by the Human Resources department which will assess requests based on
    - i. Needs of the Substitute Office;
    - ii. The employee's skills/qualifications;
    - iii. The employee's hours of availability; and
    - iv. Past performance evaluations, if available.
  - b. Pay will be at the established substitute secretary rate of pay. There will be no additional benefits or increase to the employee's benefit eligibility level.
  - c. The employee will be placed on the substitute secretary roster with no special privileges or priority consideration for assignments.

- d. The employee cannot accept assignments that will require the District to pay overtime wages (work in excess of forty (40) hours/week).
   e. There is no compensation for travel to and from a substitute assignment.
   f. The employee must be able to fulfill the complete work schedule of their
  - regular assignment.
  - g. The employee will be asked to sign a statement acknowledging the aforementioned conditions as well as receipt of the standard procedural information for substitute secretaries.

## Section 14. Work Year

- A. The work year for regular full-year employees will be two hundred forty-<u>six</u> (24<u>6</u>) work days and <u>fourteen</u> (1<u>4</u>) holidays except as provided herein.
- The Friday of Spring Break will be a non-school non-work day.
- All full-year regular employees shall have paid vacation, accrued as time is worked, allocated as follows:

15	Years of Service	Days of Vacation
16	Beginning with 0 years	14
17	Beginning with 6 years	18
18	Beginning with 11 years	23
19	Beginning with 15 years	24
20	Beginning with 20 years	25

- B. Ten (10) month employees shall be scheduled for no less than one hundred and ninety-four (194) work days and thirteen (13) paid holidays. Vacation shall be prorated consistent with the formula for full-year regular employees. In the event the District changes to an alternate summer schedule of four (4) ten (10) hour work days per week prior to the end of the June work period for ten (10) month employees, the employees, in consultation with their supervisors, may work their regular schedules, may work the four (4) ten (10) schedule, or may utilize available leave or compensatory time.
  - Ten (10) month Office Professional pay is based on total number of days in the year paid equally over twenty-four (24) periods pro-rata to the assigned FTE. Vacation days are added to the end of the work calendar to determine total number of days an employee is paid.
- C. A paid holiday will not be counted as a vacation day.

- D. All employees shall receive the following holidays which fall within their scheduled work year:
- 3 1. Labor Day
- 4 2. Veterans' Day
- 5 3. Day before Thanksgiving Day
  - 4. Thanksgiving Day
  - 5. Day after Thanksgiving Day
    - 6. Christmas Eve Day
    - 7. Christmas Day
      - 8. New Year's Eve Day
  - 9. New Year's Day
- 12 10. Martin Luther King, Jr., Day
- 13 11. President's Day
  - 12. Memorial Day
- 15 13. Juneteenth
  - 14. Independence Day

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- E. A prorated vacation will be allowed a ten (10) month or a twelve (12) month employee who resigns or who works less than the scheduled work year. Days worked and days of paid leave shall be counted in computing prorated vacations.
- F. The District will prepare an annual work schedule which shows working days, holidays and other related information (Appendix IV 10-Month Employees; Appendix V 12-Month Employees). A prorated vacation is allowed full-year employees with less than twelve (12) months service, and full-year employees working less than forty (40) hours per week.
  - G. Administrators and supervisors shall communicate to their departments annually regarding appropriate times to schedule vacations, and times when the work load in the department will curtail the availability of vacation leave. Administrators and supervisors shall work with employees to assure that reasonable vacation leave may be taken annually. All vacation schedules must be approved by the administrator of the particular division or immediate supervisor. Approved vacations will only be revoked when there is an unforeseen and time-dependent shift in workload and with the approval of the appropriate cabinet member. If an employee has obtained at least sixty (60) days advanced approval of a vacation, the District has the option of permitting the employee to use the vacation leave, or allowing the employee to choose a compensation premium of twenty-five dollars (\$25) per day of cancelled vacation or reimbursement for the employee's documented nonrefundable vacation costs attributable to the employee's immediate family.
- H. A twelve (12) month employee is allowed to defer up to a maximum of fifteen (15) days of vacation. Vacation days earned by August 31 must be taken by the following August 31, except as provided herein.
- In the event an employee's vacation balance on August 31 exceeds the negotiated limit, the employee and their supervisor will develop a plan for utilization of the excess balance by December 31. The plan will be submitted to the Human Resources department and

- Payroll Office on or before September 1 annually.
  - I. A twelve (12) month employee may take up to thirty (30) consecutive vacation days, but not more than the number earned, when approved by the administrator of the particular division or immediate supervisor.
  - J. An employee will be paid for up to and including thirty (30) unused earned vacation days upon retirement or resignation from the District; provided, however, that an employee will not lose earned vacation. Any vacation days in excess of thirty (30) must be taken prior to effective retirement or resignation. In case of death, the District will pay all earned vacation and compensatory time to the employee's estate in full.
  - K. Elementary Office Coordinators shall have the equivalent of six (6) optional days at the hourly rate of pay in order to assist with opening and closing of school. The days may be worked in one-half (½) or full day increments and shall be scheduled with the building principal. One additional office staff member may have the equivalent of six (6) optional days to assist with this process. The funds for these activities must be completed no later than August 31st of that year.
  - L. School-based employees shall work their regular hours on non-student days pursuant to the District's application to the state for a waiver of up to five (5) student instructional days each year. One-half (1/2) of these waiver days, which shall not be any waiver day prior to the first day of school, will be used for District-wide staff meetings for like staff categories. All personnel who are interested in attending will be allowed to attend. For this day the District shall notify the public that the school offices will be closed for the duration of the meeting. For the remainder of the waiver days calendared the focus of their work responsibilities on these days shall be determined in collaboration with the approval of their supervisors based upon the following priorities:
    - 1. Building or program-based activities, supporting the school improvement process,
    - 2. Training required for the employee's specific position,
    - 3. District-offered staff development, and
    - 4. Work related to the employee's normal assignment.

## Section 15. Work Day

- A. The standard work day for Office Professionals is established as eight (8) hours exclusive of the time allowed for lunch. An employee may change their work schedule when recommended by the immediate administrator and approved by the Assistant Superintendent of Human Resources, or designee. The work schedule may be modified when school is not in session.
- Employees may voluntarily agree to work an alternative schedule. Departments are encouraged to develop and respond to requests for alternative schedules in response to program needs and services; provided, however, this language does not supersede Section 15.F through Section 15.H.9 of the collective bargaining agreement.

- B. The regular work day of Professional Technical employees is established as eight (8) hours exclusive of the time allowed for lunch, on five (5) consecutive days between the hours of 5:00 a.m. through 5:00 p.m.
- C. Employees are allowed a fifteen (15) minute duty-free break for each four (4) hours of work in the morning and in the afternoon.
  - D. An employee may take a one-half (½) hour lunch or a one (1) hour lunch if approved by the appropriate administrator, provided that the required number of hours of work are fulfilled.
    - E. Any temporary change in the work schedule will be approved, for a short-term, only if the change is feasible for the District. A change in the work schedule will be allowed if the administrator in charge of the department/division, or designee, determines that the change in the work schedule meets the needs of the District. Work schedules may be arranged during any given work week for absence due to inclement weather, natural disasters, emergencies, or for routine medical, dental and legal appointments. Prior approval must be received by the appropriate division head, or designee. The rescheduled hours will be made up at the employee's regular rate of pay.
    - F. Early Dismissal Days On early dismissal day(s), employees will be released thirty (30) minutes after students are released. Employees not assigned to a school building will work the middle school schedule or four and one-half (4 ½) consecutive hours, including a fifteen (15) minute break, past their scheduled arrival time. Employees may be released on an alternate day or work alternate hours on the regularly scheduled early release day when mutually agreed to by the employee and their immediate supervisor. In addition, ten (10) month employees shall be entitled to an early release on the last day of work in June. For twelve (12) month employees, an early release shall be scheduled the day prior to the New Year's Eve holiday.

#### G. Shift Pay

- 1. An employee who is regularly scheduled to a shift of which some or all hours fall between the hours of 5:00 p.m. and 5:00 a.m. shall receive a premium of two dollars (\$2.00) per hour. Second (2<sup>nd</sup>) shift is defined as three (3) or more hours of an employee's schedule worked daily or weekly between 5:00 p.m. and 5:00 a.m. Shift deferential shall be paid for the entire shift which qualifies. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift deferential, they shall continue to receive the shift deferential during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify.
- 2. If the district chooses to implement an alternative summer work schedule, normal shift pay will apply.
- 3. The hours worked between 3 p.m. and 5 a.m. will be considered to be worked on the day the shift begins.
  - 4. An employee regularly assigned to a shift with the majority of hours falling between 5:00 p.m. and 5:00 a.m. who works overtime will receive overtime pay based upon the premium rate.

5. An employee will be paid the shift rate of pay only for hours worked. Leaves with pay, holidays and vacation are based upon employee's regular rate of pay.

- 6. An employee will not be required to change shifts without a minimum of one (1) eight (8) hour break.
  - 7. An employee designated as lead employee on a shift who works overtime shall receive overtime pay based on the appropriate lead rate of pay.
  - 8. Any employee designated as lead employee on a shift shall receive lead pay based on the same step as they are currently assigned.
  - 9. When an employee is requested to assume a lead position in the absence of another employee already designated as lead, the employee requested to assume the lead position shall be paid at the appropriate lead rate of pay and if applicable the appropriate shift differential pay.
  - 10. In the event that there is more than one employee in a program or department with the same job classification and description, any assignment to a second (2<sup>nd</sup>), third (3<sup>rd</sup>), split or irregular shift shall be made by seniority, with the most senior employee(s) selecting shift assignments first.
- H. The District, at its option, may implement an alternative summer work schedule at some or all of its work sites under the following conditions:
  - 1. The affected employees shall be notified in writing no later than October 1 annually.
  - 2. A summer work schedule shall commence the last week in June until two (2) weeks prior to the beginning of school in the fall.
  - 3. The summer schedule shall consist of four (4) ten (10) hour days, which will equal a one and one-quarter (1 1/4) eight (8) hour work day for the purpose of benefits such as leaves, vacation, etc. Employees will receive breaks as provided for by the Fair Labor Standards Act.
  - 4. Overtime pay for employees shall be paid the negotiated rate for time worked over ten (10) hours per day or forty (40) hours per week.
  - 5. The week of July 4 will be a work week with eight (8) hours of work per day, with July 4 a holiday.
  - 6. All work sites conducting business during the summer schedule shall be open Monday through Thursday. Hours may be worked between 5 a.m. and 6 p.m.; provided, however, second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift employees' regular schedules may be extended two (2) hours to accommodate four (4) ten (10) hour work days.
  - 7. Employees choosing to modify their ten (10) hour work schedule to individual, personal or family circumstances may use accrued compensatory time, appropriate leave as provided in the bargaining Agreement or make up time prior to the completion of the third (3<sup>rd</sup>) week in September.
  - 8. Any deviation from the ten (10) hour, four (4) day week must be submitted by the

- employee to the Assistant Superintendent of Human Resources or designee, on or before the start of the summer work schedule.
  - 9. In the event that the employee chooses to use compensatory time to make up hours, such hours shall accrue at the time and one-half (1.5) rate consistent with the Fair Labor Standards Act. Opportunities will be provided for compensatory time to be accumulated and used solely for makeup at the time and one-half (1.5) rate for hours worked in excess of forty (40) hours per week.
  - 10. The District shall take appropriate measures to ensure adequate air circulation in all work stations and sites which may be subjected to extreme heat during the summer months.
  - 11. When an employee attends a hearing or court proceeding by District request or by subpoena for reason(s) directly related to their work on behalf of a District pupil, said employee will be compensated at the hourly rate for the required hours when such hearings occur on noncontract days or time. The employee must notify the Human Resources department prior to the hearing or court proceeding to be eligible for payment.
  - I. Off Duty Work Work performed offsite and outside of the regular work day shall be paid in accordance with the District overtime policy and the collective bargaining agreement. Such time worked shall be credited in a minimum of one quarter (1/4) hour increments per call.
  - J. Standby Pay Any employee who is assigned to standby status will receive standby pay at the rate of thirty dollars (\$30.00) per day for each day on standby status. If called in from standby status, the employee shall not receive standby pay but will receive callback pay.
- 25 K. Callback Pay Professional Technical and Office Professional employees, when called back to work by their supervisor, shall be entitled to a minimum of two (2) hours pay at the appropriate overtime rate.
  - L. Weekend Pay Premium Any employee who works their regular schedule over a weekend shall receive thirty dollars (\$30) per day for each day worked on the weekend in addition to the employee's regular rate of pay.

#### Section 16. Peer Review

- A. If an Office Professional or a Professional Technical employee feels that their workload is inequitable based on demands of the work, timelines, or other considerations, the employee is encouraged to seek a remedy with their supervisor with or without representation.
- If a remedy is not found, the employee may request a Peer Review or bring the issue to the OP/PT Labor-Management Committee meeting, or to the Assistant Superintendent, Human Resources in order to decide whether the Peer Review process is applicable. Workload issues and Peer Review requests will be a regular agenda item in the OP/PT Labor-Management meetings.

- B. Once the Peer Review process is triggered, the employee files a request for a Peer Review of Individual Workload Equity with Human Resources, with copies to the Association and the employee's supervisor. It is expected that this process will be completed within thirty (30) calendar days, unless an extension is mutually agreed upon. Peer Review requests will be made on the Peer Review of Individual Workload Equity Request Form, Appendix VI of this agreement.
  - C. On receipt of the request for Peer Review of Individual Workload Equity Form, Human Resources shall schedule a meeting with a Peer Review of Individual Workload Equity Committee within seven (7) calendar days (timelines may be extended by mutual agreement).
  - D. The Peer Review of Individual Workload Equity Committee shall consist of the affected employee, their Principal or Supervisor, Association Appointees (peers), an Association Representative, District Appointees, a Human Resources department representative, and other personnel necessary to solve the problem(s).
    - E. Following the meeting, Human Resources shall distribute to all committee members, with a copy to the Association, a summary of the recommended resolution from the Peer Review meeting. Human Resources shall provide the District's response and shall respond in writing with the final outcome, including the implementation timeline, to each member of the Peer Review of Individual Workload Equity Committee within five (5) business days.
  - F. A pool of \$10,000 per year is available to fund the Committee's recommendation (when needed) and the District has concluded it can implement the resolution for inequitable workload situations analyzed in the peer review process.
- G. The Committee shall utilize the process and timelines indicated and reflected on the Request for Peer Review of Individual Workload Equity.

#### Section 17. Professional Growth

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- A. **Required and Optional Professional <u>Development</u> Hours:** Office Professionals and Professional Technical employees will be allowed professional development at the negotiated rate of overtime pay.
  - Twenty (24) hours annually
  - Up to four (4) of these hours may be directed by the District for required training. The District shall notify the Association by September 30 of its intent regarding assignment of the four (4) hours. Employees who have completed the annual required training may use the remaining balance during that school year. Unused required hours will be carried over to the following year.
    - 1. Employees will be allowed to use the additional hours of work for in-service professional development activities outside regular work hours or on non-work days approved by the District.
    - 2. Pursuant to the terms and conditions of this section, employees may, at their option, apply up to an equivalent overtime dollar amount toward reimbursement for jobrelated professional <u>development</u> activities consistent with a professional development plan reviewed and approved by their supervisor, in lieu of extra pay for

extra work. 1 2 Eligible reimbursement may include, but is not limited to: 3 a. Payment for registration; 4 b. Tuition; 5 c. Mileage; 6 d. Lodging; 7 e. Substitutes; 8 Workshop fees; 9 Educational materials; h. Books: 10 Extra pay for professional development attendance outside regular work hours 11 12 or on non-work days, except Sundays and holidays; and Membership in professional organizations. 13 14 3. Employees who wish to receive reimbursement for participation expenses shall 15 develop a professional growth plan form (Appendix VII), reviewed and approved by their immediate supervisor, which describes the professional development activity, 16 its role in their overall professional development plan, and reimbursable expenses. 17 Each employee's supervisor must authorize the specific expenditure as consistent 18 with the employee's professional growth plan, and District guidelines. Final 19 payment shall be authorized by the Professional Development office, if there are 20 21 sufficient professional development funds for the employee. In the event a request 22 for reimbursement is denied, the employee may appeal the decision to the Labor-Management Committee. 23 24 Employees shall be responsible for payment of applicable taxes and payroll deductions resulting from reimbursement of expenses. 25 26 4. Travel costs for professional development activities may only be reimbursed if the travel is approved pursuant to District travel policies. 27 5. An employee may accumulate up to \$4,500 in professional development funds. 28 29 6. **Professional Development Technology Stipend** – \$1,450 from the professional 30 development allocation for Office Professional and Professional Technical 31 employees may be redirected for the purpose of a Professional Development Technology Stipend (Appendix VII). The Stipend Request must be submitted to their 32 supervisor for approval between September 1 and October 31 of each year. The 33 Stipend Request must be received by the Professional Development office no later 34 than November 1 of each year. Equipment that is a necessary or logical component 35 36 of an employee's regular work is the responsibility of the District to purchase, and 37 shall not be purchased with professional development funds.

B. The parties agree that professional development should be aligned with District goals, the District's Strategic Plan, and the District's School Improvement Plans (see form in

Appendix VIII for approval for non-district training). Professional Development shall be

relevant and meaningful, resulting in acquisition, enhancement, and refinement of skills

and knowledge which further learning. At least quarterly, or at the written request of the

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District or the Association, Professional <u>Development</u> meetings shall be held to discuss issues surrounding staff/professional development.

Data, including an annual survey of staff, will be used, to critique and appraise the professional development system and make recommendations on the following, but not limited to:

• Mentoring;

- Alignment of professional development system with certification requirements;
- Use of Professional <u>Development</u> funds that are in accordance with the guidelines established by <u>the Association</u>; and
- Coordination of professional development opportunities.
- C. **Professional Development Pool Funds** In each year of the Agreement, a guaranteed pool of in-service professional development hours of up to \$10,000 will be available to interested Office Professional and Professional Technical employees who have depleted their annual allocation of professional development hours. On a first-come, first-served basis, Office Professional and Professional Technical employees may access up to six (6) hours of additional professional development hours at the negotiated rate of overtime pay. Funds are only available until the pool is depleted. The District and the Association will jointly develop procedures for accessing the pool dollars.
  - 1. The hours are optional for each employee.
  - 2. Employees will be allowed to use the additional hours of work for in-service professional development activities outside regular work hours or on non-work days approved by the District.
  - 3. Employees shall be responsible for payment of applicable taxes and payroll deductions resulting from reimbursement of expenses.
- D. Employees may be released from their regular assignments to participate in District-offered or approved professional development activities that support their professional development plans. The professional development plan must have been reviewed and approved by the supervisor, and the supervisor may withdraw permission to attend the professional development activity if there is an unanticipated shift in workload. School-based employees are also subject to the terms of Section 14. Legarding attendance at professional development activities on non-student work days.
- E. For Office Professional and Professional Technical employees, the District will also schedule an in-service day in August on a regular non-student workday on a date scheduled by the OP/PT Labor Management. Employees are strongly encouraged to attend.
- F. **Professional Excellence Program** The Professional Excellence Program (PEP) is designed as a collaborative effort between the District and OP/PT employees to exemplify Tacoma School District's strong commitment to provide quality training opportunities for OP/PT staff. PEP classes make available comprehensive and diverse training opportunities that are designed to build skills and knowledge, enhance work performance, and provide opportunities for professional and promotional goals.

PEP classes are offered under a variety of training components. Components include, but are not limited to topics such as: Office Skills, Communications, Human Relations, Technology Applications, District Programs and Procedures, and Independent Study.

The OP/PT Labor Management will develop guidelines and recommend a list of course offerings. A complete list of components and program guidelines will be available on the professional development page of the District website.

Office Professionals and Professional Technical employees who have earned credits for participation in the Professional Excellence Program shall receive a stipend of \$400 for completion of thirty (30) hours of required (if applicable) and elective course work. A maximum of four (4) PEP program award stipends may be earned in one (1) year. The District will allocate \$4,000 which can be used for additional stipends. Those employees who have earned four (4) PEP program stipends and would like to earn one (1) additional stipend may submit an application to the OP/PT chapter representatives. The stipends will be awarded on a first-come, first-served basis from the pool. Stipends shall be paid the month following certification of course completion by the Professional Development Office, whenever possible.

In the event a request is denied, the employee may appeal the decision to the Labor-Management Committee.

- 1. Classes may be taken by utilizing negotiated in-service hours at the negotiated over-time (time and a half) rate of pay or through the provision of paid release time.
- 2. Employees who have completed the PEP Program elements or who wish to pursue alternate course work or in-service to enhance professional growth may submit a plan for the completion of thirty (30) hours of elective course work or in-service participation to the OP/PT chapter representatives for consideration. The plan shall include a description of the course work or in-service to be taken and how such participation shall be evaluated.

If approved, the employee shall be eligible to receive a \$400 stipend upon successful completion of the thirty (30) hours. In the event a stipend for alternate course work is denied by the OP/PT chapter representatives, the employee may appeal the decision to the Labor-Management Committee.

#### G. Alternative Course Work PEP Stipends

Alternative course work will be defined as follows:

- Ten (10) hours per credit hour
- Ten (10) hours per continuing education units
- Fifteen (15) hours per semester credit

A PEP stipend of \$400 shall be earned after completion of thirty (30) hours of required (if applicable), alternative coursework and/or elective course work. A maximum of four (4) PEP program award stipends may be earned in one (1) year, not to exceed \$1600. If completing an alternative coursework program, a minimum of thirty (30) hours would

- need to be completed for PEP stipend eligibility. Alternative coursework in excess of thirty (30) hours will result in a pro-rated stipend.
  - H. **Additional PEP Allocation** The District will allocate \$4000 which can be used for additional stipends. Those employees who have earned four (4) PEP program stipends and would like to earn one (1) additional stipend may submit an application to the OP/PT chapter representatives. Additional stipends are a handed out on a first come/first serve basis.
- If approved, the employee shall be eligible to receive a \$400 stipend upon successful completion of the thirty (30) hours. In the event a stipend for alternate course work is denied by the OP/PT chapter representatives, the employee may appeal the decision to the Labor-Management Committee.

## Section 18. Mentoring

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- 13 The District and <u>Association</u> shall establish a peer-mentoring program for those employees new
- to their job title or position. The purpose of this program shall be to assist in the development of
- 15 <u>current employees</u> and orientation of <u>new</u> employees.
- Mentors shall be recruited and selected from among experienced colleagues for the specific job
- 17 titles <u>and/or duties and responsibilities</u>. Mentors and mentees will be matched by <u>way of an</u>
- annual application process. The application shall be available on the District staff website.
- 19 Applications for those interested in mentoring, should include a basic showcase of knowledge,
- skills and abilities that can be offered to mentees. Mentors shall be matched with mentees by the
- 21 District and <u>Association</u> in consultation with the supervisor.
- 22 The role of the mentor is to be available to demonstrate effective procedures, processes,
- 23 techniques/strategies, and systems. The mentor is the designated person to answer questions and
- 24 provide referral resources for the employee.
- 25 Employees new to an assignment will be provided with an experienced colleague who can guide
- them through the process of learning the operation of school District policies and procedures,
- office and school policies and procedures, and effective techniques for the specific position.
- 28 Categories of mentors include:
  - 1. Onboarding: Assigned, experienced mentor with new hire employee mentee during the onboarding process and continued for the first year of employment. There may be up to 10 mentors in this category per year. Each mentor will have access to 5 hours at their regular rate of pay for this purpose.
  - 2. New Assignment: Assigned, experienced or skill-specific mentor with employee who is new to and assignment. There may be up to 10 mentors in this category per year. Each mentor will have access to 5 hours at their regular rate of pay for this purpose.
- 37 Association representatives will meet with the District representatives to discuss and determine
- the appropriate peer mentor and release time authorized for mentor or mentee to mentor
- 39 employees. The mentor is expected to keep the mentorship confidential and not discuss any

- 1 mentorship details with other District employees.
- 2 Association representatives will meet with the District representatives to discuss and determine
- 3 any appropriate mentoring and release time necessary to assist employees who have been
- 4 reassigned or are struggling in their current assignment.
- 5 The District and Association will work with supervisors to provide opportunities for the
- 6 mentoring activities to take place during the mentor's and employee's normal workday.
- 7 In the spring of 2023, the District and Association will convene a team to reassess the
- 8 mentorship process and implementation.

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#### Section 19. Closure of Work Sites Due to Inclement Weather

- A. In the event the District deems it necessary to close school locations or adjust the schedule of school locations due to inclement weather, all employees shall follow the same closure or adjusted work schedule. The work calendar will be revised in order to provide a minimum of three (3) days of work after the student school year.
  - B. When the District deems it necessary to close the school locations or the employee is unable to report to work, twelve (12) month employees may use appropriate <u>leave or</u> work remotely after conferring with their supervisor. Employees working ten (10) month work schedules shall have a revised work calendar to allow for the completion of the agreed upon number of work days and allow for a minimum of three (3) days of work after the student school year.
- C. In the event the District adjusts the daily work schedule of the District, lost time will not be required to be made up, unless additional time is lost beyond the adjusted schedule, at which time the employee may use appropriate makeup time.
  - D. Appropriate <u>leave</u> shall consist of accrued compensatory time, earned vacation, <u>or</u> personal leave. Twelve (12) month employees without accrued leave may opt to go into arrears on vacation leave up to the number of days work sites are closed due to inclement weather.
- E. The immediate supervisor's decision to deny an employee's request will not be arbitrary or capricious. The employee may appeal the immediate supervisor's decision to the appropriate divisional administrator.
- F. An employee on approved leave, on a day the District adjusts the daily work schedule pursuant to this section, will only have leave deducted equal to the number of hours the District was actually in session.

#### Section 20. Insurance Benefits

- A. School Employees Benefits Board (SEBB) Program Employees will be provided benefits through SEBB:

  Basic Live and Accidental Death and Dismemberment Insurance
  - Basic Long-term Disability
    - <u>Vision and Dental (including orthodontia if offered)</u>
- Medical Plan

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- B. <u>District Provided Benefits</u> If the District offers any additional benefits, the District
   will offer said plans to employees.
- C. Eligibility All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship
- Any employee who has worked 630 hours in the previous two (2) years and is returning to a similar position(s) will be deemed eligible for benefits.
- Employees are responsible for their share of the monthly premium and must keep payments current to maintain benefits, regardless of whether they are working or not.
- D. <u>Substitutes The District will not sever the employee/employer relationship with</u> substitute employees solely to avoid initial or ongoing benefit eligibility.
- E. <u>Legislative Changes and Reopeners</u> If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contribution towards elective benefits, or substantially changes the medical coverage provisions, either party may reopen this agreement for negotiations over the changes.

#### 24 Section 21. Travel Allowance

- A. Employees approved by the Superintendent or designee to use their private automobile vehicle to travel on school business or school-related functions, as approved by the immediate administrator, shall be compensated at the IRS established rate.
- B. Travel from home to work and from work or last place of call to home is not reimbursable except when approved by the Superintendent or designee.
- C. In most circumstances personal vehicle use for District business is currently covered through the Washington State Risk Management Pool policy. In recognition that an insurance carrier may take issue with business use, association members, who average 400 miles or more per month, may request reimbursement for the additional cost associated with their policy for a *business use rider/endorsement* or *commercial auto insurance*. The District will reimburse based on paid receipts and not estimates up to \$50 per month.

The District and the Association will reassess the rate of reimbursement after one year.

#### **Section 22. Staff Protection**

- 3 The District shall assure that an administrator or identified designee shall be available to respond
- 4 to emergency situations at each school and program site during the student school day.
- 5 Appropriate staff shall be notified in advance of the name of the designee in the absence of an
- 6 administrator.

- A. **Enforcement** Student discipline will be enforced fairly and consistently based on the infraction, regardless of race, color, religion, sex, gender identity, sexual orientation, national origin, or ancestry, the presence of any sensory, mental or physical disability, or age. Corporal punishment, which is defined as any act which willfully causes the infliction of physical pain on a student, is prohibited.
  - 1. <u>Student discipline matters shall be communicated to parents/guardians by the administrator or designee, not by an employee.</u>
- B. Cause for Discipline Sufficient cause for discipline will be:
  - 1. Verbal or physical threats, intimidation or assault or interference with an employee by use of force or violence; or
  - 2. Failure by a student to comply with written rules and regulations established by the District; or
  - 3. Failure by a student to comply with the instructions of an employee made within the scope of their authority; or
  - 4. Failure by a student to submit to the reasonable disciplinary actions of employees; or
  - 5. Conduct which materially and substantially interferes with the educational process; or
  - 6. Failure to identify oneself upon request by an employee in the school building, on school grounds, or at school sponsored events.
- C. Each school shall be provided with the name of a designated backup certificated school nurse. In the event of a medical emergency, 911 will be called. In addition, the District shall make available to all staff written procedures for seeking such assistance when necessary. Staff acting in emergency situations will be afforded legal protection by the District except in cases of negligence or unlawful activity as determined by the Board of Directors. Staff dispensing medication pursuant to RCW 28A.210.260 are immune from liability for related injuries pursuant to RCW 28A.210.270. 32
  - 1. No employee(s) other than certificated school nurses and special education personnel currently assigned to serve medically impaired students shall be required to provide Clean Intermittent Catheterization (CIC).
  - 2. Any training required in CIC for such personnel shall be provided at no cost to the employee. For all open positions that require CIC, such requirement shall be specified in the job posting.

- D. **Threat to Safety/Assault of Employee** Employees who are threatened with bodily harm by any individual or any groups, while carrying out their occupational obligations shall immediately notify their supervisor. The supervisor shall notify the designated Level Director of the threat and take immediate steps in cooperation with the employee to provide every reasonable precaution for their safety. Precautionary steps shall be reported to the designated Level Director at the earliest possible time.
  - If a student assaults an employee, intimidates by threat of force or violence, or interferes with an employee by use of force or violence, in addition to appropriate disciplinary action, the District will report the incident to the proper law enforcement agency. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person.
  - E. **Staff Information** The District shall provide information to all employees annually concerning all applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, employee rights, due process and the processing of student discipline. <u>Appropriate staff shall be notified of all student safety plans or any important information needed to aid in student success.</u>
- F. **State Law** provides that whenever a minor enrolled in school is convicted in adult criminal court, adjudicated, or entered into a diversion agreement with the juvenile court on any of the following offenses, the court must notify the principal of the child's school of the disposition of the case:
  - 1. A violent offense (includes weapons)
  - 2. A sex offense
  - 3. Inhaling toxic fumes
  - 4. A controlled substance violation
- 5. A liquor violation
  - 6. Assault and other crimes involving physical harm
- 7. Kidnapping, unlawful imprisonment, custodial interference
- 28 8. Harassment

- 9. Arson, reckless burning, malicious mischief
- The principal shall provide the information received to every teacher of the student and any other personnel who, in the judgment of the principal, supervise the student or for security purposes should be aware of the student's record.
- Any information received by a school principal or school personnel is confidential and may not be further disseminated except as provided in RCW 28A.225.330 and RCW 13.04.155, other applicable statutes or case law, and the Family Educational Rights and Privacy Act.
  - G. **L& I Disability** Upon determination by the Washington Department of Labor and Industries that an employee has been physically disabled by a job-related injury or illness because of an assault on the employee's person arising out of and/or in the course of the employee's employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.

- 1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty, the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of Labor and Industries, except that placement in a position shall be pursuant to the terms of the Agreement: provided, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.
- 2. The employee shall, as a condition of receiving benefits under Section 22, (L & I) Disability, execute an assignment of the proceeds of any judgment or settlement in any third (3rd) party action arising from such injury or illness in amount of compensation received pursuant to Section 22. Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.
- H. Vehicle Damage/Loss Provisions When an employee's vehicle is damaged in a school setting or in the course of employment, the District will reimburse the employee, up to a maximum of \$1,000 per incident, for damage caused to their personal vehicle. Damage caused by the employee's negligence will not be covered. Damage to an employee's vehicle by the District, or as the result of a District action, will be fully covered.
- Procedures for submitting a claim:
  - 1. Notify your supervisor and site security immediately.
  - 2. Notify police, and get a report or an incident/case number within forty-eight (48) hours of the event.
  - 3. Complete an Employee Personal Property Loss/Damage claim form.
  - 4. Attach the police report or provide the incident/case number, along with a description of the damage, and a repair cost estimate of the damage.
  - 5. Employees must submit the confirmation email from the respective law enforcement agency or provide the police report number on the claim form within sixty (60) days of the date of the incident.
- Damage in excess of \$1,000 may be submitted to the employee's insurance for reimbursement.
- I. Personal Property Damage/Loss Provisions – The District will reimburse an employee for damage or loss of personal property, vehicles excluded, or personal instructional/educational equipment used by the employee in the course of their employment pursuant to the following conditions. When this loss occurs through no fault of their own, the District will reimburse the employee up to a maximum of \$1,000 per incident. Reimbursement shall be based upon a reasonable estimate of current value. The District may, at the District's discretion, require an employee to show reasonable evidence of theft or damage. An employee must take reasonable care to protect their personal or instructional/educational equipment.

1 Procedures for submitting a claim:

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- 2 1. Notify your supervisor and site security immediately.
- 2. Notify police and get a report or an incident/case number within forty-eight (48) hours of the event.
  - 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix IX).
    - 4. Attach the police report or provide the incident/case number, along with a description of the damage or loss, and a repair or replacement cost estimate of the damage(s) to or loss of the property.
      - 5. Submit information to the District's Risk Management department within thirty (30) calendar days of the incident.
- Damage in excess of \$1,000 may be submitted to the employee's insurance for reimbursement.
- Damage that occurs to District equipment/property, due to employee negligence, will be processed on the District Equipment Theft/Damaged/Loss Report, unless covered under the provisions of the Required Transportation of Equipment. The employee may be billed for the repairs or replacement of the damaged equipment/property.
- J. **Required Transportation of Equipment** This section applies only to technology support personnel who are required to transport District equipment in their personal vehicle(s).
- Technology support personnel required to transport District equipment in their personal vehicle(s) shall be covered for vehicle damage or District equipment loss under the following conditions and in the course of their work and typical work hours:
  - 1. Will make every effort to transport equipment directly to the school site without storing equipment in their vehicle(s).
  - 2. Will take reasonable care and precautions in transporting equipment by carrying equipment out of sight or view in a locked vehicle.
- Damage and/or loss caused by the employee's negligence will not be covered.
- 28 Procedures for submitting a claim:
  - 1. Notify your supervisor immediately.
  - 2. Notify police and obtain an incident/case number.
- 3. Complete a District Equipment Theft/Damaged/Loss Report (Appendix X). Submit a description of the damage or loss to the District's Risk Management department within forty-eight (48) hours of the event.
- Employees will be notified of resolution of the claim.
- K. Personal Information: The District shall not provide any personal information concerning employees, such as names, addresses, phone numbers, etc. to any person not required by

- law (including subpoenas and The Washington Public Records Act) or to any commercial or charitable organization without specific Employee approval or Association agreement.
- L. In the event of a lockdown or shelter in place at a worksite, itinerant staff will be notified.
  - M. Security Cameras Security cameras are intended as security devices for Tacoma Public Schools to deter potential malicious activities in and around school property. Any employee issue resulting from the use of surveillance cameras shall be handled in accordance with Section 30 (Cause). Notification of the District use of security cameras will be posted conspicuously at each District work site, effective on ratification.
    - N. <u>Damage to Personal Durable Medical Equipment</u> The District will reimburse an employee for damage or theft of Durable Medical Equipment including such things as hearing aids, glasses, and wheelchairs used by the employee in the course of their employment pursuant to the following conditions:
      - 1. The equipment is necessary for the employee to perform their job duties.
      - 2. A police report, if applicable, must be filed and a copy of said report must be provided to the District within 48 hours of the incident.
      - 3. Reimbursement shall be based upon the replacement costs.
      - 4. The District may, at its discretion, require an employee to show reasonable evidence of theft or damage.
      - 5. If the Durable Medical Equipment is necessary for employees to perform their job duties, a reasonable leave request may be granted by the supervisor/District, with no leave being drawn from the employee's accrued balances.
      - 6. An employee must submit their claim on a form provided by the district. The claim for reimbursement must be made to the District/principal within thirty (30) days of theft or damage or the claim is waived.

## Section 23. Tax-Sheltered Annuity Programs

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- 26 Employees may participate in the authorized 403 (b) tax-sheltered annuity programs, authorized
- 27 deferred compensation programs approved by the Board and authorized 529 college savings
- 28 plans. A plan may be changed or stopped at any time by completing the District's Salary
- 29 Reduction Agreement and forwarding the form to the Payroll Office. The District will service
- 30 these programs through automatic payroll authorization. A plan may be stopped at any time
- 31 upon written notification to the Finance Office and the insurance carrier.

#### **ARTICLE III - GENERAL CONDITIONS**

## Section 24. Systems and Process Advisory Review Committee

- 34 The District and Association agree to review job duties and processes which are being
- distributed, reassigned or changed due to system changes which impact the workload of unit
- 36 positions. This review shall occur through an advisory committee. Either party may request a
- 37 review at any time. The Systems and Process Advisory Review Committee shall schedule a
- meeting within five (5) work days upon receipt of this request.

- 1 The Committee shall utilize the process and timelines indicated and reflected on the Systems and
- 2 Process Issue Review form (Appendix XI).
- 3 The Systems and Process Advisory Review Committee shall issue recommendations within five
- 4 (5) work days to the Superintendent for final decision and direction for implementation.
- 5 Timelines may be extended by mutual agreement.
- 6 The Superintendent or designee shall issue a final decision within ten (10) work days upon
- 7 receipt of the recommendations.
- 8 The Committee shall consist of:

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- Deputy Superintendent or designee
  - Assistant Superintendent of Human Resources or designee
  - Up to three (3) members appointed by Superintendent or designee
- Association UniServ Representative
  - Up to four (4) members appointed by the Association president

## **Section 25. School Building Office Overtime Relief Pool**

- A. The District agrees to provide an allocation equivalent two (2) full-time qualified office employees in each elementary school.
- B. In 2022-2023, a 0.5 FTE OP 1 will be added to each elementary with enrollment of 425 students or more based on enrollment on the third (3<sup>rd</sup>) Friday of September.
- C. In 2023-2024, a 0.5 FTE OP 1 will be added to each middle school with enrollment of 600 students or more and to each elementary school with enrollment of 425 students or more based on enrollment on the third (3<sup>rd</sup>) Friday of September.
- D. The District will fund an office overtime relief pool with \$140,000 in each contract year.

  This money shall be used to fund approved overtime (per Section 13.L.1) in school buildings exclusively for office staff. This pool shall not be accessed on Sundays or holidays. All overtime relief pool requests shall be submitted in a timely manner and requests shall not exceed the allowable pool funds. Any unused overtime relief pool funds shall be carried over to the next contract year.
- Should there be any funds left in this pool at the expiration of the collective bargaining agreement, the balance will be distributed on a pro-rata basis to each Office Professional who is a current employee of the District as a one-time stipend. This stipend will be paid on the second pay period in October.

## Section 26. Coverage Pay

- This section applies only to an Office Professional who works in a school where there are only
- 34 two Office Professionals assigned. Due to unavailability of a full-day substitute, an Office
- 35 Professional who is required by the principal to cover the duties of an absent Office Professional
- 36 resulting in an overload of normally assigned duties and potential reduction of meal/break period
- shall be paid \$50 per day for Coverage Pay without a full-day Substitute

## Section <u>27</u>. Reorganizations

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- When a department's reorganization is deemed necessary, the supervisor shall meet with all
- 3 employees within the department to invite input and discuss the planned reorganization and any
- 4 anticipated impact on positions, work assignments, and/or reclassifications. Notice will also be
- 5 given to the Association and an Association representative may attend the meeting.
- 6 After the final structure of the reorganization has been determined the supervisor shall present
- 7 the structure to the affected staff at least thirty (30) days prior to the implementations. An
- 8 Association representative may attend the meeting. If thirty (30) days is not possible the District
- 9 shall meet and confer with the Association to explain rationale.

## **Section 28. Job Description**

- A. A current file of all classified employee job descriptions for this bargaining unit shall be available to employees for their review on the Human Resources internal website (Appendix XII). Every effort will be made to update job descriptions every seven (7) years. In addition, the District will supply to the Association a set of job descriptions for bargaining unit positions.
- B. A job description will be posted with advertised positions for vacancies in the bargaining unit.
- C. No bargaining unit member, unless it is stated in their job description, shall be required or asked to perform recess, lunchroom, crossing guard, bus supervision duties, or student supervision duties outside of the student's school day.
  - D. If it is necessary to perform student supervision duties outside the workday, overtime will be approved provided the administrator is notified of the occurrence by e-mail.

## Section <u>29</u>. Evaluation

- A. Probationary Period
  - 1. New employee to the District
    - a. An employee will serve a probationary period of six (6) months. The Board retains the right to terminate a new employee on written notice during this period.
    - b. During the probationary period, monthly conferences will be conducted with the employee to review work performance. Any deficiencies in work performance will be provided to the employee in writing. The employee will have an opportunity to rectify the documented deficiencies.
    - c. A formal evaluation will be given to the employee no later than ninety (90) days into the probationary period and at least two (2) weeks prior to the end of the probationary period. Summer break for ten (10) month employees shall not be considered a part of the three (3) month probationary period.

- d. An employee who continues to have documented deficiencies at the end of the six 1 2 (6) months probationary period may, at the discretion of the District, be placed on 3 an extended probationary period not to exceed an additional three (3) months. Conferences and evaluations shall continue on the same basis as the original 4 probation. 5 e. A recommendation for an extended probationary period will be made in writing 6 7 by the administrator in charge of the division/department to the Assistant Superintendent, Human Resources, with a copy to the employee. 8 9 f. If an employee fails to satisfactorily correct deficiencies and is being recommended for termination, said employee will be notified in writing prior to 10 the recommendation being sent to the Board. 11 g. The recommendation will identify the reasons for termination. A probationary 12 employee whose employment is not to be continued by the District will be 13 notified in writing at least ten (10) working days prior to the date of termination. 14 15 A probationary employee will not be terminated for arbitrary or capricious 16 reasons. 17 1. Permanent Employees 18 a. An employee who has completed the probationary period as a new employee may be placed on probation up to three (3) months according to the new employee 19 20 probation procedures when job performance is documented to be unsatisfactory. 21 b. A permanent bargaining unit employee transferring to a new or vacant position within the bargaining unit, with the same position title, shall not serve a 22 23 probationary period as a new employee. 24 Clarification of positions in bargaining units - when a clarification of bargaining unit is conducted for a position between the Professional Technical Association or 25 the Tacoma Association of Educational Office Professionals and another 26 27 bargaining unit within the District, the employee filling the bargaining unit 28 position shall not be required to serve an additional probationary period. 29 B. Annual Evaluations
  - 1. Professional Growth Plans shall not be used as part of the evaluation process.

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- 2. Each supervisor shall meet with each employee no later than November 15 annually in order to acquaint staff with the process to be followed regarding the annual evaluation, to answer questions pertaining to the format for evaluations and to review general and specific expectations for job performance.
- 3. Employees who have received three (3) consecutive years of satisfactory evaluations shall no longer receive annual evaluations until:
  - a. Four (4) years without an annual evaluation have passed; or
  - b. A substantially lowered evaluation is contemplated by the supervisor or

administrator; or

 c. The employee has transferred to a new position.

If the evaluation is satisfactory the annual evaluations shall no longer be required, except as provided here. Employees who otherwise are not required to be evaluated may request to be evaluated if submitted in writing to their supervisor on or before November 15 annually.

- 4. In the event that a supervisor anticipates an unsatisfactory or a lowered evaluation when compared to the previous year, the employee will be given an opportunity to discuss performance and discuss suggestions for improvement a minimum of ninety (90) calendar days prior to the formal completion of the evaluation process.
- 5. When an evaluation is required, the evaluator will complete the evaluation. After discussing the evaluation with the employee, the evaluation shall be signed by the evaluator and by the employee being evaluated prior to June 1 for ten (10) month employees and August 31 for twelve (12) month employees. Signature by the employee implies only that the employee has had an opportunity to see the evaluation.
- 6. An employee has the right to include a written statement or document(s) as addenda to the evaluation. The employee must notify the evaluator within five (5) working days if they plan to submit a statement or document(s) as addenda to the evaluation. The statement or document(s) must be submitted to the evaluator within three (3) calendar weeks after the employee signed the evaluation. The employee will note on the evaluation whenever addenda are attached to the evaluation.
- 7. The evaluator will give the employee a copy when the employee signs the evaluation form. The evaluator will retain the original evaluation and the evaluator's copy for five (5) working days. If the employee does not notify the evaluator within five (5) working days that addenda will be submitted, then the evaluator will distribute the copies of the evaluation forward the original evaluation to the Human Resources department. If the employee notifies the evaluator that addenda will be submitted, the evaluator will distribute the copies of the original evaluation to the Human Resources department after the addenda have been attached.
- 8. The original copy of the evaluation with addenda, if any, shall be submitted to the Human Resources department for review and placement in the employee's personnel file.
- C. The District will provide to each employee of this bargaining unit an up-to-date job description reflecting the duties of their position. Whenever the Human Resources department revises a job description, a copy will be provided to the Association and the affected employee(s).

#### Section <u>30</u>. Cause

A. An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for cause. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. When applicable, corrective action steps will be considered prior to

- implementation of discipline. A process of progressive discipline will be used.
  Progressive discipline includes verbal warning, written reprimand, suspension, or
  termination as appropriate to the infraction. The employee will receive a copy of any
  written reprimand.
  - B. An employee shall be entitled to have a representative of the Association present during any disciplinary action, except for verbal warnings. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
  - C. An employee shall be entitled to have a representative of the Association present during any hearing conducted by the administration or the Board.
    - D. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. Materials reviewed by an employee and judged by the employee to be derogatory to their service, character, or personality may be answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a part of their personnel file.
  - E. If an employee is on administrative leave every effort will be made to expedite the investigation process. Employees shall receive twice monthly status updates of their case, and such cases will be reviewed at each labor-management meeting.

#### Section 31. Classification Review Procedure

- A. The Association may initiate requests for up to four (4) individual job classifications for a total of four (4) classification reviews in any given year.
  - B. Human Resources will attach a time-stamped classification initiation form (<u>Appendix XIII</u>) acknowledging receipt of the questionnaire and indicating the log number, and date of proposed site visit. Forms will be sent within ten (10) working days of receipt in Human Resources to the employee and Association.
  - C. The Compensation Analyst will compile the results of site visits and interviews and will recommend a classification level. The District has the option of reorganizing the work of the position to better reflect the original classification, if the Compensation Analyst recommends a new classification level. A detailed written notification of the District's decision on the classification review request shall be sent to the employee and the Association within forty (40) working days of receipt of classification questionnaire. This written notification shall include the classification tool scores and corresponding rubric. If a decision cannot be made within forty (40) working days of receipt, the District will notify the employee and the Association. Concerns about timelines will be heard by the Labor-Management Committee.
  - D. If a reclassification results in assignment of the position to a lower pay grade, the incumbent shall not experience a loss of pay. The employee will be placed on the step in the new grade which is closest to, but not less than the current salary step. If the employee's current salary at the time of reclassification exceeds the maximum of the new range, the employee's salary will be frozen until such time as the new salary rate equals

- or exceeds the current salary amount.
  - E. The effective date for classification of new positions and/or reclassification of existing positions as a result of changes in position responsibilities shall not be determined until the classification review procedure has been completed.
  - F. Individual reclassifications shall become effective at the time of receipt of the request indicated by the time stamped form however, if the reclassification involves multiple incumbents, the determination shall become effective at the beginning of the next fiscal year unless otherwise agreed to by the District and the Association.
  - G. If the Association or employee is not satisfied with the District's decision in Section 31.C, the Association or employee, within ten (10) working days of receipt of the classification decision, may request an appeal hearing in writing. The request for appeal shall indicate the name of the Association Representative.
    - H. The appeal review committee shall consist of a chair appointed by the Superintendent, three (3) members of the Association appointed by the Association President and three (3) administrators/supervisors appointed by the Assistant Superintendent of Human Resources, and a mutually agreed upon neutral, third party as the seventh member. A representative of Human Resources shall be available to the appeal review committee to present the Department's decision. The employee, with Association representation, shall be present at the committee meeting. The committee will meet within twenty (20) working days from the time stamped receipt of the written notice of appeal. The decision making process will be that of simple majority and will be final. The written decision and rationale will be issued within seven (7) days of the meeting.
      - If the Association is not satisfied with the appeal review committee's decision, the Association reserves its right to negotiate the appropriate classification of a position for a successor Agreement or next fiscal year.
    - I. Supplemental Conditions:
      - 1. Transferring a position from this bargaining unit to another bargaining unit can only be accomplished if the District and the bargaining units involved all mutually agree.
      - 2. Establishing the classification of a new position or changing the classification of a vacant position will be accomplished by the classification review procedure. If a vacated position is not going to be filled or is to be eliminated, the District will meet with the Association to provide rationale for the decision.
      - 3. An employee who has been reclassified will not be adversely affected in their experience step.
      - 4. The District will not consider a reclassification as a compensation increase.
      - 5. The District will obtain the Association's input prior to establishing the classification of any and all new or vacant positions.

#### Section <u>32</u>. Position Openings

- A. Interested <u>OPs</u> and <u>PTs</u> will be given first consideration for position openings in either bargaining unit.
- B. All open positions will be listed on the District website for a minimum of five (5) work days (working days of the Human Resources department.)
  - C. The District will transmit a copy of all open positions to the Association President, Vice President, and OP/PT Representative no later than day one (1) of the position listing. The Association will have five (5) working days of the Human Resources department to file an appeal regarding classification criteria or qualification.
  - D. The Association will be notified as soon as the District is aware that a position is going to be vacated. In the event a position will be left vacant the Association shall be notified of why the position will be left vacant within thirty (30) calendar days after the position has been vacated.
  - E. An employee interested in an advertised position must apply in accordance with the application instructions, within the published deadline.
  - F. If the position is not filled within twenty (20) calendar days after the posting closes, and the person selected has been serving in the position as a temporary or substitute employee, they will receive the regular rate of pay and all accrued regular employee benefits, including seniority, retroactive to the twentieth (20<sup>th</sup>) calendar day after the posting closed.
  - G. A practical exercise may be required by the District to identify specific skills required for the new position. In the event such a practical exercise may be required, applicants will be notified of what the practical exercise will entail at the time the interview is scheduled. Candidates will not be required to retake basic tests that they have successfully passed (e.g. MS Excel, MS Word, etc.)
  - H. Considerations in the assignment of employees in Tacoma Public Schools are
    - The safety of students;
      - Program quality and continuity; and
  - Needs of the District.
- Compliance with Title VII of the Civil Rights Act of 1964, Title IX of the 1972
  Amendments, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities
  Act and the Affirmative Action goals of the District shall have consideration in placement and transfer of employees.
- The Human Resources department will notify the appropriate administrator of the names of three (3) applicants, if available, according to the following:
  - The requirements of the position;
    - Employee qualifications including professional development certifications and

alternative qualification;

- Individual school/program or department requirements; and
- Suitability of the applicant in terms of the needs of the position including success in previous assignments.

Internal applicants meeting the above, as determined by the District, shall be considered before external applicants. Where ability and performance of internal applicants are substantially equal, preference shall be given to the employees based upon seniority.

- I. Displaced employees applying for and meeting the above criteria, where ability and performance are substantially equal, shall be given preference based upon seniority.
- J. In the case of vacant Office Coordinator or key Office Professional positions in administrative departments as mutually agreed by the Labor Management Committee, the appropriate administrator may choose to interview any three (3) applicants meeting minimum qualifications.
- K. Once a selection has been made, applicants who were interviewed but not selected will be notified by the Human Resources department or designee. Unsuccessful finalists may request to meet with the position supervisor for feedback regarding the selection. Any grievances regarding the selection must be made in writing within a five (5) work day grace period following said notification. The successful candidate will not be transferred to the new assignment until the five (5) work days have passed since unsuccessful candidates have been notified. If a grievance is filed, the successful candidate's current position shall not be permanently filled until mutually agreed to by the Association and District.
- L. If the District requires that an employee interview for an advertised vacant position during the employee's work day, the employee shall not be required to use earned compensatory time or leave without pay or receive a deduction in salary for time missed or any other applicable contractual benefits.
- M. If at any time there are fewer than two (2) qualified internal candidates, the District may choose to:
  - 1. Repost the position, or
  - 2. Include alternatively qualified candidates, substitutes, hourly employees or external candidates to bring to three (3) the total number of qualified applicants.
  - "Alternatively qualified" candidates shall be given the opportunity to show where their experience/training can be substituted for minimum requirements. Employees interested in consideration as alternatively qualified shall submit their materials to the Assistant Superintendent of Human Resources or designee. If there are fewer than two (2) qualified internal candidates and fewer than three (3) total candidates, the District may choose to:
  - 1. Repost the position, or
    - 2. Select from the available candidates.

If there are two (2) or more qualified internal candidates, the District will select from those qualified candidates.

#### Section <u>33</u>. Special Project Staffing

- 4 As needed, the District may create work teams for specific, time-limited, significant and complex
- 5 projects, for instance implementing a major software system. In order to fulfill the staffing needs
- 6 for such projects:

- A. At the beginning of a special project the District shall provide written notice of the purpose, team members and expected duration of the project, not to exceed twenty-four (24) months, to the Associations and impacted employees. If the project exceeds its projected completion date, the District may extend the duration of the project up to an additional twelve (12) months, if it provides the Associations and impacted employees written notice at least three (3) months prior to the original completion date. The District will communicate with the Association from inception to completion of the project about the following topics, but not limited to:
  - Job duties;
  - Classification; and
  - Project progress.
- B. Special project team members are those individuals assigned to work on the designated project.
  - 1. Team members' regular position titles and pay classifications will remain the same during the project, unless a team member's position is reclassified. Job duties and responsibilities for assignments to the project team will be established consistent with the team members' current job descriptions and salary classifications and consistent with specific requirements provided for in the team responsibilities.
  - 2. Prior to special project team selection, the district shall notify association members, seeking individuals who would be interested in being part of the project team.
  - 3. The authorized work year for team members will be a twelve (12) month work schedule. In the event an employee is returning to a 10-month position, or to an FTE position that is less than the Special Project assignment, the District will make arrangements to ensure that the employee does not experience a negative impact to their pay/benefits through the end of the given fiscal year.
  - 4. Overtime will be authorized and paid in accordance with the Fair Labor Standards Act and this contract.
  - 5. Team members and other regular employees temporarily assigned to cover positions of team members retain the right to their former positions at the completion of their participation in the project. If their former positions no longer exist (due to reorganization, reduction-in-force, etc.), they will be provided the rights of displaced employees. Regular employees temporarily selected and assigned to cover positions

- of team members shall have the position title and salary classification of the position they are filling on a temporary basis.
  - C. As defined in Section 1.I, replacement employees will be hired, as needed, to replace team members or other regular employees temporarily assigned to cover positions of team members. The employment of these replacement employees will be consistent with replacement employees hired to fill positions for employees on leave. Replacement employees do not have any rights to assignments after the conclusion of the project. In lieu of replacement employees, supervisors may utilize project funding for staffing purposes for substitute extra help or overtime.

#### Section <u>34</u>. Displacement/Reduction in Force

- A. The District will notify the Association prior to the elimination of any occupied bargaining unit position. Notice of reorganization will be provided to the Association pursuant to Section 24.
  - B. The District may displace employee(s) in case of emergency, elimination of position(s), staffing needs, reorganization, District needs, other factors which may involve personnel shifts, or to prevent undue disruption of the program(s). The employee(s) shall be given reason for the action in writing. Such displacements will not be done arbitrarily or capriciously.
  - C. Placement following Displacement
- It is the responsibility of the displaced employee to apply for open positions for which they are qualified.
- The District will endeavor to reassign an employee who has been displaced to a position of like classification The District will notify the Association prior to such reassignment.
- D. Displaced Employee Rights

- 1. A displaced employee who is assigned, pursuant to Section 34.D.2 to a position of lower salary classification and who cannot be placed within said classification without a loss in salary will be frozen at the salary rate said employee would have been at on September 1 of the following school year, as if they had remained in the previous assignment, until the employee's regular rate of pay on the salary schedule equals or exceeds the frozen rate of pay. Displaced employees applying for positions and referred for consideration shall be given preference based on seniority in accordance with Section 32.I Position Openings.
- 2. An employee reassigned to a position that is more than two (2) classifications below that of the previous assignment will be required to apply, if qualified, for vacancies that fall within two (2) classifications of the previous assignment, while maintaining the grandfathered rate of pay.
- 3. An employee who has been displaced due to the elimination of their position shall have the right to return to their former position if reinstated for a period of thirty (30) months from the last day of the school year during which they were displaced,

regardless of whether or not the employee has accepted another position. For Office Professional(s), the employee may also exercise return rights to an open position for which the employee is qualified at the same school or work site or department for a period of thirty (30) months following displacement, provided the position is at the same or lower classification. Additionally, for Office Professionals in the event that one or more full-time positions in a school or department is reduced to less than a full-time assignment, and duties are combined, resulting in a full-time position, the most senior qualified employee that has been displaced may exercise return rights to the new position.

- 4. In the event that the employee opts not to return to their former position, the employee will only be considered for subsequent openings consistent with the applicable assignment and transfer provisions of the collective bargaining agreement.
- 5. Pursuant to guidelines jointly developed by the District and the Association, employees in the layoff pool who have signed up to work as substitutes in the District may access the guaranteed pool of professional development funds described in Section 17.A in order to obtain training needed to qualify for District positions.

#### E. Reduction in Force

- 1. The District will notify the Association at least ten (10) working days prior to Board action and provide an opportunity to discuss alternatives.
- 2. Employees in federal or state-funded training programs are not eligible for layoff rights.
- 3. When the Board deems it necessary to reduce the work force, qualifications and seniority in the District will be considered. The District will adhere to seniority as nearly as possible. A reduction in employee(s) work hours shall be considered a reduction in force unless otherwise agreed to by the District and the Association.
- 4. An employee will be given one (1) months' notice prior to the effective date of the layoff.
- 5. An employee will be paid for accumulated vacation and compensatory time.
- 6. An employee who is reinstated pursuant to this section will retain seniority, service increments and days of accumulated sick leave; provided, however, that the sick leave days have not been used while employed by another public agency.
- 7. An employee who is laid off will be placed in a layoff pool for up to two (2) years; provided that said individual notifies the Human Resources department every six (6) months in writing of their interest in reemployment.
  - Members of the layoff pool will be selected in order of seniority for vacant bargaining unit positions at the same classification, work year and compensation level of the position from which the individual was laid off. Placement from the layoff pool is dependent upon the individual meeting the criteria in Section 32, Position Openings. An employee so selected shall serve a probationary period of three (3) months, which may be extended by an additional three (3) months by the District with written notice

to the employee and the Association. A professional growth plan shall be developed during the first month of employment by the employee and supervisor. During the probationary period monthly conferences will be conducted with the employee to review work performance. Any deficiencies in work performance will be communicated to the employee in writing and the employee will have an opportunity to rectify the documented deficiencies. During the probationary period the District retains the right to return the employee to the layoff pool, with ten (10) days written notice to the employee and the Association of the reasons. Unsuccessful probationary periods do not toll the two (2) year maximum time in the layoff pool.

- 8. A member of the layoff pool will have preference for rehire over an external applicant for a period of two (2) years from the effective date of the layoff.
- 9. Any member who rejects a third offer of reemployment will lose all layoff rights.

#### Section <u>35</u>. Resignation and Retirement

- An employee who resigns or retires from the District shall notify the Human Resources
- department in writing with a copy submitted to the immediate supervisor; said notice shall
- specify the last date of employment and should be submitted at least ten (10) work days prior to
- separation. Staff providing at least sixty (60) days' notice of their retirement are eligible for the
- 18 senior staff opportunity.

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#### **ARTICLE IV - LEAVES**

#### Section <u>36</u>. General Leave Provisions

- Leave (i.e., sick, bereavement, family, personal, jury duty, and subpoena) may be utilized in
- 23 minimum increments of one quarter (1/4) hour, except under the following condition: If a
- substitute is required, or special coverage must be arranged by the principal/department
- supervisor, which requires additional pay, then leave must be used in half (1/2) and whole day
- 26 increments.
- 27 An employee on a long-term leave, except for medical leave, shall give notice of intent to return
- 28 to the District on or before February 1 of each year. If an employee gives notice to return after
- 29 February 1, they will be treated as a displaced employee for placement purposes. Employees on
- medical leave shall provide a doctor's notice of their status on or before August 1 of each year.
- 31 The District and the Association agree to comply with the provisions of the federal Family and
- 32 Medical Leave Act of 1993 and state laws governing leave for school district employees except
- that any provisions of the agreement that provide benefits and protections beyond those of the
- 34 Act shall continue in full force and effect.
- 35 An employee returning from an absence will enter their time in the district timekeeping system
- immediately upon resumption of duties. If reason(s) for absence, are found to be inaccurate the
- employee will be subject to appropriate consequences; willful falsification of payroll records will
- result in appropriate discipline up to and including termination.

- 1 In addition, an employee who demonstrates a sudden change in or an irregular pattern of
- 2 attendance may be required to submit an initial medical report and follow-up reports.
- 3 Requests for exceptions to leave provisions may be granted by the Assistant Superintendent,
- 4 Human Resources, or designee.

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#### Section <u>37</u>. Leaves With Pay

- 6 A. Sick Leave (includes illness, injury and emergency)
  - 1. At the beginning of each fiscal year:
    - a. Twelve (12) month employees will be credited with twelve (12) days of sick leave.
    - b. Ten (10) month employees will be credited with ten (10) days of sick leave.
      - c. Pursuant to state laws, employees may accumulate up to one hundred eighty (180) days of sick leave for cash out through the state attendance incentive program.
      - d. For use as leave, twelve (12) month employees may accumulate up to two hundred fifty-nine (259) days of sick leave (two hundred forty-seven (247) plus the annual allocation of twelve (12) days).
      - e. Ten (10) month employees may accumulate up to two hundred four (204) days of sick leave (one hundred ninety-four (194) plus the annual allocation of ten (10) days).
      - f. Sick leave days in excess of two hundred fifty-nine (259) or two hundred four (204) days will not be credited to an employee's annual sick leave account.
      - g. Employees affected by this maximum may participate in sick leave sharing, cash out excess days pursuant with subsection B of this section, or participate in the annual sick leave cash out under the Voluntary Employee Benefits Association (VEBA) plan.
    - 2. Employees who are contracted for less than a full year (one hundred eighty (180) days) or less than a 1.0 FTE shall receive a proration of the twelve (12) days.
    - 3. The unused portion of sick leave allowance shall accumulate from year to year in accordance with current State law.
    - 4. Sick leave shall apply to illness, <u>or</u> injury <u>to employee</u>, illness or injuries to family members covered by the state Family Care Act, RCW 42.12.265-295, and up to three (3) days for emergencies. The following conditions apply to emergencies:
      - a. The problem has been suddenly precipitated.
  - b. Pre-planning is not possible.
    - c. Pre-planning cannot relieve the necessity for the employee's absence.
- d. The problem is not minor or of mere convenience, but of a serious nature.

- e. Auto trouble shall not be considered an emergency except in case of an accident.
  - 5. Any employee claiming benefits of more than five (5) consecutive work days for reasons of illness or injury shall submit a medical report the sixth (6<sup>th</sup>) consecutive work day and every thirty (30) days thereafter while the illness persists.
    - Forms shall be provided by the District for this purpose. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived.
    - A physician's release must be submitted to the Human Resources department upon return to work if absence is for medical reasons and leave is more than five (5) days.
  - 6. Employees who resign from the District and are rehired shall retain the number of days of accumulated sick leave held at the time of resignation from the District provided that the sick days have not been used while employed by another employer or paid pursuant to the attendance incentive program.
  - B. Sick Leave Cash Out: An employee, at their option, may cash in a maximum of twelve (12) of the eligible unused sick days above an accumulation of sixty (60) days, in January of the school year following any year in which the employee has a minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
    - At the time of separation from District employment due to retirement, or for employees who separate from employment and who are at least age fifty-five (55) and with at least ten (10) years of service under either TRS 3 or SERS 3 or employees who separate from employment and are at least fifty-five (55) and have at least fifteen (15) years of service under either TRS 2 or SERS 2 or PERS 2, or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave.
    - Annually, the Association shall conduct an election to determine whether the employees will participate in a VEBA plan for cash out of sick leave at retirement or separation from the District, annual sick-leave cash-out, or retirement leave cash-out. The District will assist the Association in distributing materials required for the vote. Should employees elect to participate in the VEBA plan, the Association and District will follow the state and federal law regarding the implementation of the program, the eligibility for participation and the determination of cash out payment amounts.

#### C. Parental / Adoption Leave

- 1. An employee may choose to use paid sick leave and personal leave for the birth of a child. The employee may access up to twelve (12) weeks using paid sick leave and/or PFMLA. The benefits of the federal and state Family and Medical Leave Act also apply to childbirth.
- 2. An employee who is legally adopting a child may access parental leave. The leave shall commence as soon as the child has been placed to the care of the adopting

parent(s). An employee may choose to use paid sick leave and personal leave before 1 or after the actual adoption for up to six (6) weeks if the adoption occurs within the 2 United State or up to eight (8) weeks if the adoption occurs outside the United State, 3 up to the amount of their accrued paid leave. 4 5 D. Bereavement Leave 6 1. Employees shall be granted up to five (5) days of paid bereavement leave as the result of the death of any family member (defined below). 7 Family member means an individual with any of the following relationships to the 8 9 employee: 10 a. Spouse and parents thereof; b. Sons and daughters and spouses thereof; 11 c. Parents and spouses thereof; 12 13 d. Brothers and sisters and spouses thereof; Grandparents and grandchildren and spouses thereof; 14 15 Domestic partner and parents thereof, including domestic partners of any individual in b through e of this definition as defined by School Employees 16 Benefits Board, or other governmental agency; and 17 g. Any individual related by blood or affinity whose close association with the 18 19 employee is the equivalent of a family relationship as approved by Assistant Superintendent of Human Resources. 20 2. Bereavement leave is non-accumulative. 21 3. Requests for exceptions to be reavement leave provisions may be granted in 22 extraordinary circumstances, including travel consideration, by the Assistant 23 Superintendent, Human Resources department/designee. 24 E. Family Leave – Employees shall be granted a leave of absence with pay of not more than 25 26 four (4) days during a contract year to support members of their families. 27 Family member means an individual with any of the following relationships to the employee: 28 29 1. Spouse and parents thereof; 2. Sons and daughters and spouses thereof; 30 3. Parents and spouses thereof; 31 32 4. Brothers and sisters and spouses thereof; 5. Grandparents and grandchildren and spouses thereof; 33 6. Domestic partners and parents thereof, including domestic partners of any individual 34 35 in 2 through 5 of this definition; and

- 7. Any individual related by blood or residing within the employee's household.
- If the need is such that additional leave is required, the employee may use their personal sick leave or personal leave to address their family needs as described above.
- 4 Additionally, benefits of federal and state Family and Medical Leave laws may apply.
- F. Personal Leave Personal Leave will be granted for up to two (2) days per year and is cumulative to a total of six (6) days. The following conditions apply to personal leave:
  - 1. The employee must report their absence in accordance with departmental procedures.
    - 2. Ten percent (10%) of staff may use leave to extend a holiday, vacation, or break period or during the first (1st) or last five (5) days of the student school year with thirty (30) days notice prior to the date requested. This will be approved by Human Resources on a first come first served basis and upon confirmation of substitute coverage as appropriate.
    - 3. Leave may not be used for a job action (e.g. strike, protest, or board meeting attendance.)
    - 4. When the absence is reported after 6:00AM on the same day the leave is to be used, the employee will make a good faith effort to contact the building/department directly.
    - G. Military/Reserve Duty and Annual Training Leave
      - 1. Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060 <a href="mailto:upon">upon</a> presentation of valid orders.
      - 2. Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-work days.
      - 3. When military leave is granted, the employee shall receive their regular pay from the District.
  - H. Jury Duty, Subpoena Leave

- 1. Leaves of absence with pay are allowed for jury duty. Any compensation received for jury duty performed on contract days will be deducted from the employee's net salary. An employee dismissed from jury duty must report to their assignment if such release occurs at such time the employee could complete one-half (1/2) of a work day.
- 2. Leaves of absence with pay shall be granted for an employee who is subpoenaed to testify in an official proceeding except as provided below:
  - a. If the proceeding involves the District and the employee has a direct or indirect interest in the outcome, leave with pay shall be restricted to the first (1<sup>st</sup>) eight (8) employees subpoenaed to testify per specific proceeding. If more than eight (8) employees are subpoenaed, such leave for each additional employee over eight (8)

- shall be without pay. One designated Association representative shall be granted leave with pay to attend such proceeding upon being subpoenaed and shall not be included within the count of the first (1st) eight (8) employees if the proceeding involves the Association.
  - b. If the proceeding involves self-employment or other employment, leave shall be without pay.
  - c. Any compensation received while an employee is honoring a subpoena will be deducted from employee's net salary, if it is determined that the employee is entitled to a leave of absence.
  - d. Leaves under this section are only for the portion of the day when attendance is required.

#### I. Professional Leave

- 1. Leaves of absence with pay and with or without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. Requests for such leave shall be on the appropriate form required by the District. Additional forms are required to be completed if travel is involved consistent with Board Policy and Regulation 6132R. Final approval for professional leave is delegated to the Superintendent, or designee, except in the case of leave involving travel outside the State of Washington. Leave involving professional meetings outside the State must be approved by the Superintendent and Board.
- 2. Categories of professional leave which are permitted without salary deductions are as follows:
  - a. Substitute and necessary expenses paid by the District. This category applies to employees authorized by the Board to attend educational conferences.
  - b. Substitute paid by the District; necessary expenses paid by the educator or outside agency. This category applies to employees authorized by the Board to attend educational conferences in cooperation with outside agencies.
  - c. Substitute paid by the educator or their sponsor; no expenses paid by the District.

#### J. State Paid Family Medical Leave

Employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington state Family Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Tacoma Public Schools shall pay thirty-seven percent (37%) of the payroll premium, and the employee shall pay sixty-three percent (63%) of the premium as stipulated by the state. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFMLA leave. Employees will be allowed to supplement PFMLA benefits with accumulated sick leave in order to maintain compensation, at the employee's election, in accordance with all state and federal laws.

K. The District will comply with all provisions of any state leave requirements imposed upon it (eg. Washington State Paid Sick Leave, Washington State Paid Family & Medical Act, etc.)

#### Section <u>38</u>. Leaves Without Pay

A. Parental and Adoption Leave

- 1. An employee should notify the Human Resources department by the end of the fourth (4th) month of pregnancy to assist the Assistant Superintendent, Human Resources, in planning for replacement.
- 2. Parental leave shall begin be available to male and female employees and shall begin at a time determined suitable by the employee and attending physician after consultation with the Assistant Superintendent, Human Resources, or designee. Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance of the program.
- 3. An employee shall not be required to leave work during pregnancy but shall be allowed to work as long as they are capable of performing the duties of their job.
- 4. An employee who is legally adopting a preschool child six (6) years or younger shall have the privileges of parental leave. The leave shall commence as soon as the child has been placed to the care of the adopting parent(s). An employee may choose to use paid sick leave and personal leave before or after the actual adoption for up to six (6) weeks if the adoption occurs within the United State or up to eight (8) weeks if the adoption occurs outside the United State, up to the amount of their accrued paid leave.
- 5. Parental and adoption leaves may run consecutively for a period not to extend beyond eighteen (18) months from the birth, or placement in the case of adoption of the child.
- 6. At the completion of parental adoption leave, additional leave without pay to the end of the current school year may be requested. The benefits of the federal and state Family and Medical Leave Act laws may apply. For additional Family and Medical Leave Act information, please visit the Human Resources website.
- B. Political Leave: Upon request, employees may be granted political leave in accordance with the following provisions:
  - 1. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.
  - 2. If the employee is elected to the office, the Board may return the employee to the same or mutually agreed upon position until such time that employee's elected term of office necessitates leaving their assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with the assignment.

3. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year, or a fraction of a year.

#### C. Study Leave

- 1. An employee may be granted a leave of absence without pay for the purpose of study, not to exceed one (1) year. An employee on study leave may return to the same position of like classification.
- 2. A leave of absence without pay for study entitles a staff member to a service increment on a salary schedule, provided that during the school year in the leave period at least twenty-two (22) semester hours or thirty-three (33) quarter hours of college credit have been earned in a degree program that has been approved by the District and the Association.
- 3. A study leave may be renewed for a second  $(2^{nd})$  year.

#### D. Military Service (Active Duty)

- 1. Any employee who volunteers or is inducted or is recalled into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years. If the employee requests re-employment within ninety (90) days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service, the employee shall be reinstated and restored, as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay; provided that the employer District need not re-employ such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest for employer the District to do so; provided further that this section shall not apply to a temporary position. Provided further, that to the extent permitted by law, this section shall not apply to an individual filling a temporary position at the time of the request for leave.
- 2. If a person is not qualified for their old position as a result of disability sustained during service, but is nevertheless qualified to perform the duties of another position, under the control of the employer District, the employee shall be re-employed in such other position; provided that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.
- E. Other Unpaid Leaves: Leaves of absence without pay, not to exceed one (1) year, may be granted. Such leaves of absence may be renewed for a second year. Leaves of absence without pay are subject to the following conditions:
  - 1. Overseas teaching/educational travel/exchange programs: Leave may be granted to teach overseas, teach an exchange program, or pursue a program of educational travel. Such leave may be renewed; renewals are limited to three (3).
  - 2. Other: The Board may grant leave for a specific purpose recommended by the Superintendent.

#### ARTICLE V – FURTHER PROVISIONS

#### 2 Section <u>39</u>. Agreement Clause

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- 3 This Agreement expressed herein in writing constitutes the full and complete agreement between
- 4 the Board and the Association and shall supersede any rules, regulations, policies, resolutions or
- 5 practices of the District which shall be contrary to or inconsistent with its terms.

#### 6 Section <u>40</u>. Savings Clause

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. If the District would be in violation of State law or would incur any penalty or decreases in State support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorated basis among all employees who received an increase in compensation under this collective bargaining agreement.

#### 17 Section <u>41</u>. Copies of Agreement Clause

- 18 Copies of this Agreement shall be provided at the expense of the District. A copy of this
- 19 Agreement will be provided to the Association and to each employee covered by this Agreement
- within forty-five (45) days after ratification and execution of this Agreement.

#### 21 Section 42. Amendments Clause

- 22 This Agreement may be reopened for amendment only by the mutual consent of the Board and
- 23 the Association.

#### 24 Section 43. Duration and Reopeners Clause

- A. This Agreement and each of its provisions is binding and effective from September 1, 26 2022 to August 31, 2025. Other sections may be opened by mutual agreement of the District and Association.
- B. In the event that there is a significant loss of revenue to the District resulting from a levy failure, legislative action or passage of an initiative or referendum the parties shall reopen applicable sections of the agreement within thirty (30) calendar days.
- C. Either party may reopen any provision of the agreement with written notice by March 1 annually, provided that the Labor Management Committee process has determined that contract amendments are in the best interests of the District and the Association.

D. In addition, the parties may open applicable sections of the agreement to implement task force and committee recommendations as provided for in the Agreement.

## **AGREEMENT**

1		AGREEMENT
2 3 4		nto between Tacoma School District No. 10 and the Tacoma sionals, and the Tacoma Association of Public School Professional
5	For Tacoma School District No. 10	
6		
7		
8 9	Elisteth Mr. Bonbight	6 July 2022
10	Elizabeth Bonbright, President	Date
11	Board of Directors	
12		
13	For Tacoma Education Association	
14	Μ 0	
15	Thomas tay	24 June 2022
16	Shannon Ergun, President	Date
17	Tacoma Education Association	
18		

#### **APPENDICES**

#### Appendix I – District Harassment, Bullying, and Intimidation Form

### Tacoma Public Schools **Discrimination Complaint Form** Tacoma School District No. 10 commits itself to nondiscrimination in all its education and employment activities. Specifically, the District prohibits discrimination based on race; religion; creed; color; national origin or ancestry, sex; gender identity or expression; sexual orientation; age; pregnancy; marital or veteran status; the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The district also prohibits the use of racial, ethnic, and/or sexual slurs, including sexual I was discriminated based on the following protected class(es): Age Color Creed Gender Identity or Expression Marital Status National Origin or Ancestry Pregnancy o Race Religion Sensory, Mental, or Physical Disability Sexual Orientation Use of a Trained Dog Guide/Service Animal by a Person with a Disability Veteran Status Complainant Name: Date: Work Location: Telephone (Home/Work/Cell): Alleged harasser(s)/individual(s) alleged to be engaging in discrimination: Complaint: See also: Nondiscrimination Policy 5265, Nondiscrimination Regulation 5265R, Sexual Harassment Policy 5266 Return completed form to: Human Resources Office Rev. 11/1/15

## Appendix II – 2022-23 Office Professional Salary Schedule

2022-2023 OFFICE PROFESSIONAL SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2022
Signed copy on file

•							200					
CLASSIFICATION	1	2	3	4	5	9	7	8	15	19	24	29
OP-1	21.988	23.223	24.408	25.492	26.693	27.844	29.047	30.655	32.313	34.091	34.773	35.816
OP-2	23.105	24.205	25.374	26.541	27.742	28.911	30.096	31.704	33.481	35.309	36.015	37.095
OP-3	24.070	25.272	26.388	27.573	28.724	29.994	31.009	32.753	34.547	36.460	37.189	38.305
OP - 4	25.103	26.254	27.472	28.606	29.791	30.908	32.109	33.768	35.495	37.391	38.139	39.283
OP - 5	27.134	28.319	29.452	30.704	31.856	32.991	34.209	35.884	37.594	39.456	40.245	41.452
0P-6	28.301	29.470	30.704	31.856	32.991	34.209	35.359	37.069	38.915	40.810	41.626	42.875
0P - 7	29.401	30.519	31.704	32.855	34.091	35.258	36.409	38.118	39.897	41.808	42.644	43.923
0P-8	31.247	32.465	33.617	34.733	35,953	37.137	38.322	39.997	41.792	43.637	44.510	45.845
0P - 9	32.809	34.088	35.298	36.470	37.751	38.994	40.238	41.997	43.882	45.819	46.736	48.137

SPECIAL NOTE: This schedule was based on the allocation by the State Legislature that included 5.5% Implicit Price Deflator (IPD) and may be subject to change by the Legislature during the 2022-23 fiscal year

OP-9 = 5% above OP-8

2 year associates degree will receive an additional \$.29 per hour includes 2%, 25, user else, increase, neuable at the and of the 24th user bas

Includes 2% 25-year step increase, payable at the end of the 24th year based on Step 19 Includes 3% 30-year step increase, payable at the end of the 29th year based on Step 24

## Appendix III – 2022-23 Professional Technical Salary Schedule

2022-2023 PROFESSIONAL - TECHNICAL SALARY SCHEDULE EFFECTIVE September 1, 2022

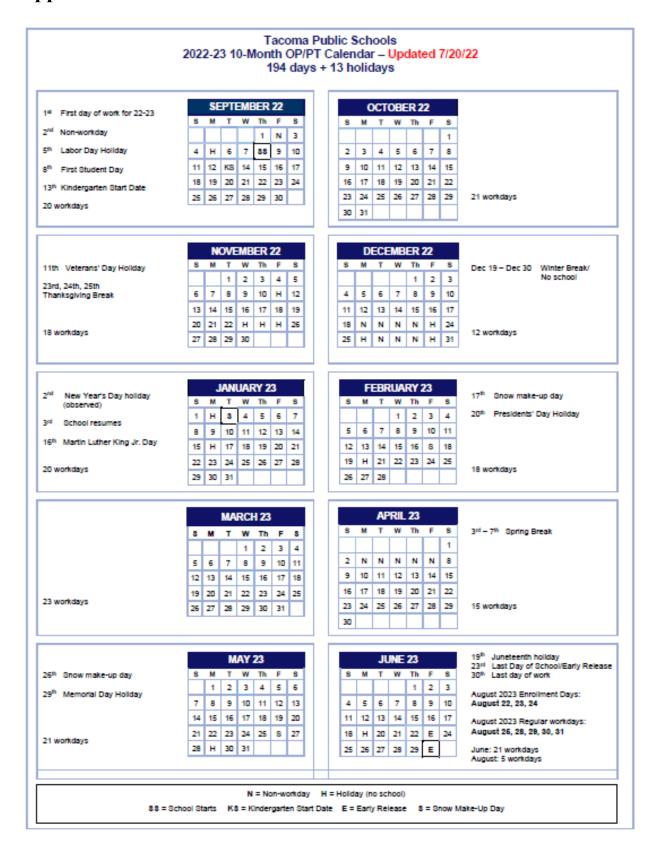
Signed copy on file

	1	2	3	4	2	9	7	8	15	19	24	29
	39,669	41,357	43,063	44,755	46,457	48,149	49,848		54,886	57,604	58,756	60,519
	42,038	44,031	46,024	48,016	50,010	52,003	53,996		59,790	62,915	64,173	860'99
	46,781	48,774	50,767	52,755	54,749	56,748	58,741		64,680	67,872	69,229	71,306
	52,315	54,797	57,287	59,772	62,261	64,752	67,232		74,462	78,368	79,935	82,333
PT - 5	21,697	61,083	64,465	67,841	71,227	74,611	77,993		87,435	92,578	94,430	97,263
	67,905	71,677	75,447	79,223	82,994	86,768	90,542	95,716	101,195	106,976	109,116	112,389
	78,896	83,180	87,447	91,728	96,002	100,286	104,560	110,458	116,685	123,265	125,730	129,502
	91,111	95,817	100,522	105,231	109,931	114,642	119,349	125,893	132,789	140,064	142,865	147,151
	104,336	108,470	112,605	116,733	120,865	124,998	129,131	135,245	141,636	148,337	151,304	155,843
	113,036	116,605	120,182	123,755	127,333	130,908	134,485	140,109	145,967	152,068	155,109	159,762
	118,688	122,435	126,191	129,943	133,700	137,453	141,209	147,114	153,265	159,671	162,864	167,750

SPECIAL NOTE: This schedule was based on the allocation by the State Legislature that included 5.5% Implicit Price Deflator (IPD) and may be subject to change by the Legislature during the 2022-23 fiscal year

PT-11 = 5% above PT-10 Includes 2% 25-year step increase, payable at the end of the 24th year Includes 3% 30-year step increase, payable at the end of the 29th year

#### Appendix IV - 2022-2023 10-Month OP Calendar



## Appendix V – 2022-2023 12-Month OP/PT Calendar

	SEPTEMBER 22	OCTOBER 22	
h Labor Day holiday	S M T W Th F S	S M T W Th F S	
h First student day	1 2 3	1	
<sup>gh</sup> Kindergarten start date	4 H 6 7 88 9 10	2 3 4 5 6 7 8	
	11 12 KS 14 15 16 17	9 10 11 12 13 14 15	
	18 19 20 21 22 23 24	16 17 18 19 20 21 22	
l workdays	25   26   27   28   29   30	23 24 25 26 27 28 29 30 31	21 workdays
	NOVEMBER 22	DECEMBER 22	23 <sup>rd</sup> , 26 <sup>th</sup> Christmas Eve and
Ith Veterans' Day holiday	S M T W Th F S	S M T W Th F S	Christmas Day holidays (observed)
3rd, 24th, 25th	1 2 3 4 5	1 2 3	
hanksgiving Break	6 7 8 9 10 H 12 13 14 15 16 17 18 19	4 5 6 7 8 9 10 11 12 13 14 15 16 17	29 <sup>th</sup> Early Release
	20 21 22 H H H 26	18 19 20 21 22 H 24	30th New Year's Eve holiday (observed)
8 workdays	27 28 29 30	25 H 27 28 E H 31	19 workdays
	JANUARY 23	FEBRUARY 23	
Mew Year's Day holiday (observed)	S M T W Th F S	S M T W Th F S	20 <sup>th</sup> Presidents' Day Holiday
School resumes	1 H 3 4 5 6 7	1 2 3 4	
<sup>th</sup> Martin Luther King Jr. Day	8 9 10 11 12 13 14	5 6 7 8 9 10 11 12 13 14 15 16 17 18	
martin Edition King of Day	15 H 17 18 19 20 21 22 23 24 25 26 27 28	12 13 14 15 16 17 18 19 H 21 22 23 24 25	
) workdays	29 30 31	26 27 28	19 workdays
	MARCH 23	APRIL 23	
	S M T W Th F S	S M T W Th F S	7 <sup>th</sup> Friday of Spring Break (non-workday)
	1 2 3 4	2 2 4 5 5 9 5	(HOIT-WORKSDY)
	5 6 7 8 9 10 11 12 13 14 15 16 17 18	2 3 4 5 6 N 8 9 10 11 12 13 14 15	
	12 13 14 15 16 17 18 19 20 21 22 23 24 25	16 17 18 19 20 21 22	
3 workdays	26 27 28 29 30 31	23 24 25 26 27 28 29	19 workdays
M. Managal Day belide:	MAY 23	JUNE 23	400 houseasth hallden
<sup>gh</sup> Memorial Day holiday	1 2 3 4 5 6	5 M T W 1h F B	19th Juneteenth holiday
	7 8 9 10 11 12 13	4 5 6 7 8 9 10	23 <sup>rd</sup> Last Day of School/ Early Release
	14 15 16 17 18 19 20	11 12 13 14 15 16 17	
2 workdays	21 22 23 24 25 26 27 28 H 30 31	18 H 20 21 22 E 24 25 26 27 28 29 30	21 workdays
		20 20 21 20 25 30	
	JULY 23	AUGUST 23	
Independence Day Holiday	S M T W Th F S	8 M T W Th F 8	
	2 3 H 5 6 7 8	6 7 8 9 10 11 12	
	9 10 11 12 13 14 15	13 14 15 16 17 18 19	
days	16 17 18 19 20 21 22	20 21 22 23 24 25 26	23 days
	23 24 25 26 27 28 29 30 31	27   28   29   30   31	

## Appendix VI – Peer Review of Individual Workload Equity Request Form



#### Appendix IX. Request for Peer Review of Individual Workload Equity Form

Requests are to be submitted to the Assistant Superintendent, Human Resources. Copies are also to be submitted to the Association and the employee's supervisor.

To be completed by employee
Date Requested:
Requester:
School / Department:
Positions impacted:
Participants necessary to solve the problem:
Brief statement of the issue(s) to be resolved:
To be completed by Human Resources
Date Received:Designation of Committee completed:
Committee Meeting Scheduled: Meeting Date:
Participants necessary to solve the problem:
Deputy Supt. / Designee:
Asst. Supt. HR / Designee:
Program Director:
Association UniServ Rep:
District Appointees:
Association Appointees (Peers):
Others:
Requests for information sent to: Responses to information requests due:
— Disposition —
Timeline extensions made:Recommendations due:
Recommendations forwarded to Asst Supt HR or Designee:
Recommendations approved: yes / no
If committee recommendations not approved – recommended actions:
Statement and date of resolution:
Timeline for implementation:
Were the conclusions of the committee unanimous? Y/N if No, dissenting opinions listed.
Assistant Superintendent Human Resources - Signature:

Attach additional sheets as necessary.

# Appendix VII – Technology Stipend Request/Professional Growth Plan Form



#### **OP/PT Technology Stipend Request/Professional Growth Plan Form**

	□ OP	PT ⊔ PT	
Amount Requested (Maximum	m: \$1,450) \$	School Year	
Name:	Title	Location	Phone
development "technology" sti	ipend and must be requestined as "any equipment	sted by October 31st of each year, hardware, software or access	the purpose of a professional ear. <i>Technology</i> for professional esory used to solve a problem,
		ftware/Accessory Examples	
C. II Bi		ng, but not limited to):	G
Cell Phones Notebooks/E-Readers/Tablets/Laptops	Keyboards Mice	Compact Disks (CDs/DVDs) Drives (External/Internal)	Covers/Cases/Storage Stylus
MP3 Players	Computers (PC)	Software Applications & Books	Batteries
Monitors	Wireless Routers	eBooks	Car and Wall Chargers
Printers	Fax Machines	Cell Phone Holders	
Describe the activities associa	ted with the professional	growth stipend:	
I hereby certify that I will use the st	ipend in accordance with the a	activities described above.	
Print Name	Employee S	Signature	Employee ID# Date
To be filled out by the employee's o	direct supervisor:		
	vledge that the specific pro	ofessional development activitie	es associated with the stipend are
Print Director Supervisor's Name/T	itle Direct Supe	ervisor's Signature/Title	Date
Questions can be directed to extension Forward original document to Profession		or .	
Proces	ssed by Professional Developmen	t: Initials Date	

### Appendix VIII – Request for use of PD Technology Hours for Non-District Training

## REQUEST FOR USE OF PD TECHNOLOGY HOURS FOR NON-DISTRICT TRAINING



OP/PT staff use this form to request use of **new PD Technology Hours** for training activities other than those sponsored by Tacoma Public Schools. <u>This form is preapproval for use of PD Technology Hours only.</u> Release time during the normal work day requires supervisor/principal approval. <u>Funds may not be used for hardware/software</u>.

 Submit request to Director, Instructional Technology for approval in advance of start date. 2. Include a copy of the program agenda, learning targets or other content documentation with request. 3. You will be notified of the status and a copy of the signed form will be returned to you. If approved, follow normal District procedures to submit for Employee Reimbursement/pay and attach a copy of signed approval form to request. (Vendor prepayment not available for PD Tech hours.) 5. If requesting pay for training done on non-work time you will need verification of attendance. Employee Group - Check One: Office Professional Professional Technical I am requesting: Reimbursement: \$ (Total Cost) Hourly Pay: (Total Hours) EMP. ID# WORK LOCATION PHONE REQUEST DATE TRAINING ACTIVITY REQUESTED: Description: Training Training Date(s) Location Start Time End Time Total Hours Description of the Training Event and how this activity supports the district curriculum adoptions and school/district initiatives for use of District Optional Day Hours Pay (required.) Supervisor: Approved Supervisor (signature required if requesting release time) Date Supervisor: Denied Director: Approved Director Instructional Technology (signature) Date Director: Denied

Version: 04/02/2015

Note: Return signed form to applicant. Pay and reimbursement will be processed through PD.

Certificated Staff use online Optional Day Pay Requests link from the PD Webpage to report hours for pay.

For questions, contact Instructional Technology at x3544 (253-571-3544)

## **Appendix IX – Employee Personal Property Loss/Damage Claim Form**



#### **Employee Personal Property Loss / Damage Claim Form Instructions**

SUBMIT ORIGINAL TO THE DISTRICT CLAIMS MANAGER – CAB 5<sup>TH</sup> FLOOR RETAIN A COPY FOR YOUR FILES

- The loss or damage must be reported to \*Tacoma Police, employee's administrator and to the District's Safety & Security Department within 48 hours of the incident.
  - \*If loss or damage is due to theft or vandalism, a police report must be filed and a copy of the police report must be provided to the employee's principal/supervisor within 48 hours of the incident, or the claim will be denied.
  - A Tacoma Police report can be filed by completing an online <u>form</u> or by calling the non-emergency number at 253-287-4455.
  - If loss or damage is due to other reasons, a police report may not be required, but the employee must still notify Safety & Security at <a href="mailto:safety@tacoma.k12.wa.us">safety@tacoma.k12.wa.us</a> or by calling 253-571-1255.
- 2. The claim must be submitted on the District claim form.
  - The completed form must be provided to the Claim Manager within the number of days specified by the employee's Collective Bargaining Agreement, or the claim may be denied
  - Submit the original form to the District's Claim Manager CAB 5<sup>th</sup> floor
  - · Retain a copy for your files
- 3. The employee is required to submit the following documents with the District claim form.
  - a. For vehicle damage, include the following:
    - · A copy of the repair cost and receipt of payment
    - · Declaration page of the automotive insurance policy showing the deductible amount
    - · A copy of the police report
  - b. For items stolen or damaged:
    - · Refer to the applicable employee Collective Bargaining Agreement
- 4. The District may at its discretion, require an employee to show additional evidence of theft or damage.
  - Each claim form is reviewed by the Claims Manager for final approval or denial
- Reimbursement is limited to a maximum of \$1,000 per occurrence or as stated in the applicable Collectible Bargaining Agreement.
  - An employee's personal insurance policy is the primary coverage
  - The District will reimburse the employee for their deductible ONLY or out of pocket expenses, not to exceed \$1,000
  - In accordance with RCW 46.30, if the employee does not have insurance coverage, the District may not reimburse the loss
- 6. For further information, please refer to:
  - The applicable employee Collective Bargaining Agreement located on the HUB
  - District <u>Policy 6540</u> and <u>Regulation 6540R</u>

EMPLOYEE PERSONAL PROPERTY LOSS/DAMAGE CLAIM FORM INSTRUCTIONS | 6/03/2022



Employee Personal Property Loss / Damage Claim Form Instructions SUBMIT ORIGINAL TO THE DISTRICT CLAIMS MANAGER - CAB 5<sup>TH</sup> FLOOR RETAIN A COPY FOR YOUR FILES

	Employee Name			Employee ID	#		
	Mailing Address_			City	;	Zip	
1	Work Location		Ban	gaining Group			
	Date of Loss		Time of Loss				
	Property Descrip	otion		(Include District building/	school name and location of p	parking lot)	
	Date of Purchase		Purchase Cost	Include copy of receipt or repa	ir estimate)		
	Name of Insurance					MOUNT TO BE PAID	
		the insurance policy showing coverage(	s) and the deductible amour	it)		IOSKI TO BET AID	
	Describe how th	e loss / damage occurred				-	
	Reported To:	Police Report#	Safety & S	Security Principal / A	Idministrator Date Reported	<u> </u>	
		(If loss due to theft or vandalism)			•		
		inder penalty of perjury that this is a to on account thereof.	rue and correct claim for n	ecessary expenses incurred	by me and that no paymen	t has been	
i	Employee Signat	ure .	Title		Date		
	0.::	intertor December 145					
	Principal / Admii	nistrator Recommendation					
	AF	PROVE DISAPPROVE R	EASON				
	Principal / Admi	nistrator Signature	Title		Date		
_			FOR ACCOUNT	ITING USE ONLY			_
	Company	Accounting Unit	Account	Amount	Accounting Control	Payment Date	
	10	97000.68012	4292	\$			

EMPLOYEE PERSONAL PROPERTY LOSS/DAMAGE CLAIM FORM | 6/03/2022

#### Appendix X – District Equipment Theft/Damaged/Loss Report

#### TACOMA SCHOOL DISTRICT NO. 10 Track-It # District Equipment Theft/Damage/Loss Report [To Be Initiated by Person Reporting Loss and Completed by Principal or Site Administrator] Location: Today's Date: Date & Time of Incident: Name & Position of Person Reporting Loss: TYPE OF INCIDENT □Theft □ Burglary □Vandalism □ Other Note: Submit this report to Help Desk (electronic submittal preferable) as soon as practical and retain copy for file. ☐ HELP Desk REPORTED TO: ☐ School Security ☐ Police Department Police Report # **DETAILS OF INCIDENT** Briefly describe how incident occurred including damaged, lost and/or stolen equipment, glass damage, painting on walls/bldgs, and other damage to buildings or grounds. List possible witnesses, if known. (limit 500 characters) DISTRICT EQUIPMENT STOLEN OR DAMAGED OR LOST ITEM DESCRIPTION MAKE MODEL SERIAL # BARCODE ORIG. VALUE (ENTERED BY PURCH) LOSS OF CONFIDENTIAL INFORMATION Did the equipment contain confidential information (student data, personnel data, other)? Yes ☐ No ☐ If Yes, contact District Legal Services immediately! Ext.1013 Based upon the circumstances of the incident, have steps been taken to prevent theft/loss/damage in the future, including but not limited to adequately safeguarding assets while in the custody of the employee? YES $\Box$ (please mark one) PRINCIPAL/ADMINISTRATOR: DATE: CLAIMS REVIEW (COMPLETED BY PURCHASING) Current Value (based on date of loss) Dispostion\_ Purchasing Director's Signature: Date: Copy sent to: Finance Legal Services Originator Other Reimbursement Amount: \$ AR Supplemental Finance Notes: Company Accounting unit Activity AcCAT Account Amount FROM 97000.68.501012 10 AcCAT Company Accounting unit Account Activity Amount TO

#### Fixed Asset Equipment Theft/Damage/Loss Reporting Steps

Administrators must follow these steps for submitting the loss report form:

- 1) Individuals who are granted custody of District equipment shall report the loss, damage or theft of such equipment to the appropriate administrator on a District Theft/Damage/Loss Report form
- 2) The administrator responsible for the equipment must take prompt action. If loss is due to theft immediately notify School Security and the Tacoma Police Department within 10 working days of the knowledge of the loss in order to be considered for reimbursement.
- Administrator ensures the Theft/Damage/Loss Report form is complete, including the item description and barcode.
- 4) If the equipment contained confidential information (student data, personnel data, other) Administrator must check the Yes block in the section titled "Loss of Confidential Information" and immediately contact District Legal Services at extension 1013. Legal Services will follow-up and report as necessary.
- 5) Administrator submits Report electronically to Technology Customer Service Center <a href="help@tacoma.k12.wa.us">help@tacoma.k12.wa.us</a>. For the loss to be considered for reimbursement the report must be submitted within 30 days of the knowledge of the loss.

## Appendix XI – Systems and Process Issue Review Form



Requests are to be submitted to the Deputy Superintendent.

Copies are also to be submitted to HR, the Association and the employee's supervisor.

To be completed by employee
Date Requested:
Requester:
School / Department:
Positions impacted:
Participants necessary to solve the problem:
Brief statement of the workload issue:
The state of the s
To be completed by Human Resources
Date Received:Designation of Committee completed:
Committee Meeting Scheduled for: Meeting Date: Meeting Date:
Participants necessary to solve the problem:
Deputy Supt. / Designee:
Asst. Supt. HR / Designee:
Program Director:
Association UniServ Rep:
District Appointees:
Association Appointees:
NAME OF THE PROPERTY OF THE PR
Others :
Requests for information sent to: Responses to information requests due:
— Disposition —
Recommendations due:Recommendations forwarded to Supt:
Timeline extensions made?:
Superintendent's decision due:
Recommendations:
Superintendent signature:

Attach additional sheets as necessary.

## **Appendix XII – Professional Technical Classification Listing**

	Professional Technical		
	Classification Listing		
FILE #	TITLE	LEVEL	LAST
		PT	REVISED
D04-94	.Net Developer	9	4/19
D21-07	Accounting Specialist, Transportation AR	6	10/18
D06-17	Accounting Technician_AR	6	5/01
D06-09	Accounting Technician, Accounts Receivable	6	4/21
D06-10	Accounting Technician, Depository Accounts	6	5/18
D06-11	Accounting Technician, Grants	6	5/18
D06-14	Accounting Technician, Subsidiary Accounts	6	5/18
D06-04	Accounts Payable Specialist	6	5/18
D04-02	Administrative Tech, IT	6	5/21
D22-17	Apple Network Specialist AR	8	10/01
D06-22	ASB Accounting Specialist AR	7	6/06
D20-12	Assistant Buver	6	7/21
D21-04	Assistant Bus Routing Specialist	5	12/19
D12-75	Athletic/Activities Technician	4	3/18
D04-86	Azure Architect	10	7/18
D05-37	Benefits Assistant	6	5/18
D05-29	Benefits Specialist	7	5/18
D12-33	Bilingual Program Associate	6	5/18
D06-34	Bindery Technician	4	3/20
D15-07	Braille Specialist	6	5/18
D09-29	Budget Accounting Technician, C&I_AR	6	4/15
D10-36	Budget Accounting Technician, CTE	6	5/18
D04-02	Budget Accounting Tech, Technology Services_AR	6	4/15
D13-29	Budget Accounting Technician, Early Learning	6	5/18
D09-17	Budget Accounting Technician, Title I/LAP	7	5/20
D06-32	Budget Technician	6	1/19
D15-10	Budget Technician, SPED	6	5/18
D04-84	Business Intelligence Analyst	10	7/18
D20-02	Buyer	7	5/18
D18-03	Capital Projects Lead Accountant_AR	7	1/02
D11-05	Classified Professional Development Records Specialist, Al	5	12/08
D04-18	Computer Operator II_AR	4	7/08
D04-13	Data Center Analyst AR	8	1/04
D04-10	Data Center Technician AR	7	7/08
D05-07	Data Specialist, Human Resources AR	6	6/06
006-24	Design and Printing Technician AR	5	11/08
006-35	Compliance Technician, Grants	7	5/21
004-85	Data Systems Training Specialist	6	7/18
D04-95	Database Developer	9	9/19
D06-27	Duplicator and Press Operator_AR	5	5/18
D05-64	Employment Services Specialist_AR	4	07/15
D04-41	Enrollment Specialist	6	12/20
D18-28	Engineering Technician II	7	5/18

D18-07	Engineering Technician II, Architectural_AR	7	8/92
D22-12	Equipment Repair Technician_AR	6	10/01
D10-13	Equity and Diversity Specialist_AR	7	10/03
D17-31	Facilities Analyst/SMART Coordinator_AR	9	10/00
D04-97	Enterprise Applications and Cloud Administrator	9	2/20
D04-103	Enterprise Applications Analyst	8	2/22
D04-98	Enterprise Applications Specialist	7	2/20
D12-78	Facilities Scheduler	5	5/21
D06-29	Finance/Payroll System Specialist	8	5/18
D05-23	Fingerprint Technician	4	5/18
D25-13	Food Services Free & Reduced Meal Specialist	4	5/18
D17-18	General Support Clerk, Maintenance	6	5/18
D13-24	Head Start Enrollment Technician	6	5/18
D14-47	High School Student Data Specialist	6	5/18
D05-63	HR Data Specialist	5	5/18
D05-58	HR Staffing Specialist, AR	6	11/13
D05-40	HR Generalist, AR	6	12/11
D05-61	HR Generalist	7	5/18
D05-62	HR Services Specialist	6	5/18
D04-33	IT Customer Service Specialist	5	7/18
D05-71	Integrated Systems Support Specialist_AR	8	07/18
D09-13	Instructional Materials & PCardTechnician	5	8/17
D12-65	International Program Associate	6	5/18
D12-66	Intervention Program Associate_AR	6	12/15
D04-92	Innovative Technology Specialist	9	8/18
D06-08	Lead Accounting Technician_AR	8	5/18
D21-06	Lead Bus Routing Specialist	7	11/19
D05-41	Lead Human Resources Generalist	8	5/18
D22-11	Lead Equipment Repair Technician_AR	7	9/18
D06-26	Lead Graphics Specialist	6	05/18
D05-65	Lead HR Services	8	5/18
D08-32	Lead Payroll Specialist	8	2/19
D06-23	Lead Printing and Graphics	7	5/18
D22-03	Library Technician Specialist	5	5/18
D06-33	Mail Tech Operator	4	12/20
D17-33	Maintenance Support Specialist	5	2/18
D17-31	Maintenance & Operations Specialist	9	5/18
D12-32	McKinney Vento Coordinator	5	6/19
D04-39	Network Analyst	9	8/18
D04-74	Network Security Analyst	9	8/18
D04-48	Network Technician	8	6/18
D04-28	Novell LAN/WAN Specialist_AR	9	02/01
D25-14	Nutrition Services Support Clerk	5	05/18
D25-03	Nutrition Services Field Assistant	7	05/18
D02-24	Off Set Press Operator AR	5	11/08
D04-91	Office 365 Administrator	8	3/21
D04-82	PDC Technician	4	5/18
D17-20	Payroll and Support Specialist, Facilities Operations	5	5/18

D08-31	Payroll Specialist I	6	5/18
D08-30	Payroll Specialist II	7	3/19
D25-04	Payroll Specialist, Food Services	6	5/18
D06-25	Printing and Bindery Technician	6	5/18
D12-79	Project Specialist	7	9/21
D04-72	Project Specialist, HR Systems Support_AR	7	12/14
D12-74	Project Specialist, Tacoma Whole Child Initiative_AR	7	2/18
D04-34	Project Facilitator_AR	7	9/99
D02-05	Public Information Assistant	7	7/21
D11-05	Records Specialist, Professional Development, AR	6	10/13
D11-06	Records Specialist, Professional Development_AR	6	03/17
D04-93	Reporting Analyst	8	2/19
D03-10	Research and Evaluation Specialist AR	9	11/96
D03-06	Research and Evaluation Specialist I AR	5	8/98
D04-78	SCCM Specialist	8	5/18
D10-28	Science Materials Center Specialist	5	5/18
D04-61	Security and Documentation Control Analyst_AR	9	1/04
D05-06	Senior Data Specialist, Human Resources_AR	7	1/07
D04-07	Senior Networking Analyst	10	5/18
D04-89	SharePoint Developer	8	8/18
D04-24	SQL Analyst	8	5/18
D04-88	SQL Database Administrator	8	8/18
D04-04	Senior Systems Analyst AR	9	1/20
D04-46	Senior Systems Analyst, Financial AR	9	9/03
D04-44	Senior Systems Analyst, HR/Payroll AR	9	9/03
D04-40	Senior Systems Analyst, Student System AR	9	2/13
D16-16	Special Education Data Specialist AR	5	5/14
D14-46	Strength and Conditioning Specialist	6	5/18
D03-11	Student Assessment Coordinator	7	5/18
D04-41	Student Enrollment Specialist AR	4	7/17
D03-19	Student Information Specialist	6	9/17
D03-09	Student Assessment Specialist_AR	6	2/10
D16-25	Student Services Data Specialist	6	8/19
D16-26	Student Services Support Tech	5	8/21
D03-06	Student System Specialist I_AR	5	8/07
D04-42	Student Information Systems and Data Specialist	7	2/21
D04-43	Student System Specialist III	7	5/18
D12-66	Support Program Associate	7	5/18
D17-42	Support Specialist, Strategic Ops	5	5/22
D04-05	Systems Analyst	8	7/18
D04-33	Technical Services Help Desk Specialist_AR	3	12/04
D04-32	Technical Web Analyst_AR	9	11/03
D04-87	Technical Writer	7	1/20
D04-31	Technology Service Technician I_AR	5	8/04
D04-25	Technology Support Technician	6	8/18
D04-36	Technology Support Specialist_AR	8	12/04
D04-104	Technology Trainer	6	4/22'
D04-29	Telecommunications Analyst	9	9/18

D04-100	Tier 2 Technology Support Technician	7	3/21
D04-20	Telecommunications Coordinator_AR		1/97
D21-18	Transportation Support Specialist		Nov-21
D22-19	TV and Video Production Coordinator		5/18
D04-68	4-68 Web Technician		5/18
D04-67	04-67 Web Developer		8/18
D05-54	Wellness Communications Specialist_AR	7	7/10
	Archive		
	High School degree; some technical training		
	Total Active = 94		

## **Appendix XIII – Classification Questionnaire Form**

# TACOMA PUBLIC SCHOOLS Division of Human Resources

### REQUEST FOR CLASSIFICATION REVIEW

To begin the official classification review process, complete the <u>Request for a Classification Review to Reclassify a Job</u> form (next page); complete this packet; secure required signatures, and return to the Human Resources Department. Incomplete requests will be returned for completion.

If this job is held by a number of incumbents, please submit only one classification review packet for the group. Upon receipt of the completed packet, the Compensation Analyst will review your request with the Assistant Superintendent of Human Resources. You will be contacted to schedule a meeting with yourself, your Supervisor/Administrator, and Human Resources to review the position. Please refer to your negotiated agreement for information about the classification review process.

If you have any questions, please call 253-571-1063.

### Request for a Classification Review to Reclassify a Job

Reclassification request:	Current job title:		
	Current bargaining un	it:	
	Current classification:		
This request is the result of:			
	Filling a recent vac	cancy	
	Adding a new FTE	(Requires Deputy Superintendent Ap	pproval)
	Additional duties a	ssigned to job	
	Reorganization		
	Other		
Is there adequate funding: (to b	a auswarad by Sunamie	rael.	
	e unswered by supervis	or)	
Proposed job title:			
Proposed bargaining unit:			
Expected classification: (option	al – will not affect class	sification outcome)	
Describe reason for the changes	s in the existing position	Jjob: (to be answered by Initiator)	
Describe how these changes aff	ect other department/pr	ogram positions: (to be answered by I	nitiator)
Do you anticipate any other cha answered by Supervisor)   y		gram positions/jobs within the next six e explain in detail:	months? (to be
Initiator	Incumben	t Supervisor Date:	
		- •	
Approval			
Immediate Supervisor	Date	Assistant Supt., Human Resources	Date
Second Line Supervisor	Date	Chief Financial Officer	Date
		Deputy Superintendent	Date

After approval from the Supervisors and, if applicable, the Deputy Superintendent, forward the packet to Human Resources. cc: Immediate Supervisor, Second Line Supervisor, Compensation Analyst

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### TACOMA PUBLIC SCHOOLS Division of Human Resources

### Classification Review Questionnaire Employee Instructions

A classification review request may be initiated by an employee or by his/her Supervisor. Classification reviews will be conducted in accordance with the pertinent collective bargaining agreement.

The classification review request will be considered when the following items are submitted: (you may submit additional information by attaching relevant documents to this form)

Your packet is ready to submit when:		
Incumbent(s) has completed Section I & II.		
The job description is attached. (You may edit it, if desired, but do not re-type it.)		
Immediate Supervisor has completed Section III and IV.		
-Or-		
A copy of the questionnaire was submitted to the immediate supervisor on		
and was not returned to the incumbent(s) from the Department/Division administrator within 15 working days.		
All incumbents have been notified of this request. (You may skip this step if your		
responsibilities and duties are significantly different than other incumbents in the		
position or if there are no other incumbents in this position).		
An organizational chart is attached, showing this position and its relationship to all other positions in your unit/Section/department.		
Indicate if you would like to be represented by your association representative.		
Yes (Check one)		
<ul> <li>Forward this questionnaire to your immediate supervisor for completion of Section III.</li> </ul>		

BE SURE TO MAKE A COPY FOR YOUR FILES

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### CLASSIFICATION QUESTIONNAIRE Tacoma Public Schools

### I. GENERAL INFORMATION

Name	Work location	
Current Job Title	Proposed Job Title (if a change is	s requested)
Current Salary Classification	Requested Salary Classification	(optional)
Current Bargaining Unit	Proposed Bargaining Unit (if a c	hange is requested
Name of Immediate Supervisor	Name of Next Highest Superviso	or
Current Authorized Work Year	How long have you worked in the position?	is specific
LIST ALL POSITION INCUMBE	ENTS BELOW, IF APPLICABLE:	
		Work Phone
Name	Work Location	Number

Check here if your responsibilities and duties are significantly different than other incumbents in the position.

### II. POSITION INFORMATION

This form will be used to obtain basic information about your job and will serve as a major tool in the classification review of your position. Therefore, you should be as clear and concise as possible. Since this form is intended for general use, some of the questions may not apply to your job. If not, indicate "not applicable". If the questions do apply, be specific and illustrate your statements with examples, when possible.

What major responsibilities have been added to your position?
What major responsibilities have been removed from your position?
Have the additional duties been performed by other employees in the past? If so, whom?
Why are the duties and responsibilities changing?
What other positions in the District do you perceive as being comparable to yours? Why?

Ind	icate your responsibilities f	for subordinate positions (if	f appropriate):	
	Assign Work Evaluate Discipline	☐ Check work ☐ Give input to evalu ☐ Recommend hiring	ation [	<ul> <li>□ Train new employees</li> <li>□ Schedule work assignments</li> </ul>
Lis	t titles or describe subordin	ate positions:		
If v	vritten materials such as rep	ports or letters are part of yo	our duties, indica	te the extent of your responsibilities:
	Compile	■ Edit	■ Compose	□ Reproduce
	Type	■ Develop	□ Compute	Calculate
Lis	t any equipment, tools, or o	office machines used in per	forming your job	duties:
	,	•		
Lis	t computer software applic	ations used in performing y	our job duties:	
	computer software apprica	ations used in performing y	our joo dancs.	
		_		te Government Agencies; Legislative nedia, vendors); Students; District
	_	ative Cabinet. Indicate freq	_	-
Do	es your position require un	usual physical effort? If so,	please describe.	

Does your position require exposure to hazardous or unusual working conditions beyond the typical office or classroom situation? If so, please describe and indicate any special equipment/clothing required.	
Explain the kind and amount of work guidance you receive from Supervisors, manuals, or established procedure:	
Explain in what way and how often your work is reviewed by your supervisor:	

List in the order of importance the most critical duties and responsibilities you perform on a regular basis. Indicate the approximate percentage of time you spend on each function.

Approximate Percentage	Typical duties and responsibilities
100%	Total
Requestor Signature	Date

# TACOMA PUBLIC SCHOOLS

# Division of Human Resources Classification Review Questionnaire

### Supervisor Instructions

Sections III and IV of this questionnaire are for yours and the department Administrator's completion. As the immediate Supervisor reviewing this form, you are responsible for verifying that the statements made constitute a true and accurate description of the duties and responsibilities of the job. However, please do NOT alter any statements made by the employee in Section II. Complete all parts of Section III. Upon completion, please forward the materials to the Department/Division administrator for his/her signature in Section IV thereby acknowledging review of this request. The completed questionnaire should be returned to the employee making the request within 15 working days.

If you have any questions, please call 253-571-1063.

### III. SUPERVISORY REVIEW/COMMENTS

discrepancies.
Are any of the major functions listed on page three performed by other employees in your section/department? If yes, list the functions and the other employee(s) who share those responsibilities.
Indicate the minimum qualifications you would recommend for this position, keeping in mind the position itself and <u>not</u> the individual who now occupies it.
Education:
Experience:
Skills:
Abilities:
Knowledge of:
Special licenses/certificates:
Desirable qualifications, but not required:

What decisions can the position incumbent make on his/her own?		
Describe the consequences of a decision error for this position.		
Provide rationale for the assignment of additional duties and responsibilities to this position.		
Additional comments:		
Please sign and forward to the Department or Division Head.		
Immediate Supervisor Signature Date		

# Department/Division Head Date

IV. DEPARTMENT/DIVISION HEAD REVIEW