

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

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
FEDERAL WAY E-START #413**

**SEPTEMBER 1, 2022 - AUGUST 31, 2025**



**Public School Employees of Washington**

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**DECLARATION OF PRINCIPLES**

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

**P R E A M B L E**

This Agreement is made and entered into between the Federal Way Public Schools, District Number 210 (hereinafter referred to as the "District") and Public Schools Employees of Federal Way E-Start (Early Childhood Education and Assistance Program (ECEAP), and Head Start) an affiliate of Public Schools Employees of Washington (hereinafter referred to as the " Union").

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

**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.**

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



1 **Section 1.3. Position Descriptions.**

2 A copy of current E-Start bargaining unit position descriptions will be posted on the District’s Intranet  
3 and the District shall provide the Union with descriptions for all positions subject to this Agreement  
4 following the execution of this Agreement if requested by the Union. Substantial modifications to  
5 existing positions or the creation of new positions shall be accomplished only after consultation with  
6 the Union unless directed by Puget Sound ESD. In the event that the Union so requests, the District  
7 shall meet with the Union to negotiate wages, hours and working conditions only to the extent that  
8 such directly relate to modified or newly created positions.

9  
10 **Section 1.4. Bargaining Unit.**

11 The bargaining unit to which this Agreement is applicable shall consist of all classified employees  
12 employed by Federal Way School District in E-Start (Early Childhood Education and Assistance  
13 Program (ECEAP) and Head Start), within the following general classifications: Teachers, Assistant  
14 Teachers, and Family Support Specialists.

15  
16 **Section 1.4.1. Temporary Employees.**

17 A temporary employee, excluding substitutes, shall be defined as a person, who is not currently  
18 a regular employee, hired in a position which is posted with a fixed beginning and ending date,  
19 not to exceed ninety (90) working days from the date of employment. This provision does not  
20 apply to monies received from ESD emergency funds that may cause employees to extend  
21 beyond ninety (90) days. Temporary employees are not bargaining unit employees.

22  
23 **Section 1.4.2. Leave Replacement Employees.**

24 A leave replacement employee, who is not currently a regular employee, is one who fills in for  
25 an employee on extended leave and in which there is no reasonable assurance of continued  
26 employment. Leave replacement employees are not bargaining unit members.

27  
28 **Section 1.4.3. Substitute Employees.**

29 Substitute employees shall be defined as a person who fills in for an employee absent for short  
30 periods of time (i.e. sick leave, bereavement leave, etc.). Substitutes who have worked thirty  
31 (30) or more days shall be included in the bargaining unit. Substitutes shall only be covered by  
32 sections of the Agreement which specifically include them. Former Federal Way Public  
33 Schools employees who return as substitute employees within 18 months in the same position  
34 shall maintain their last experiential step on Schedule A held as a regular employee when  
35 working as a substitute. In order to maintain this rate of pay, the employee must work twenty  
36 (20) days within each six (6) month period.

37  
38  
39 **ARTICLE II**

40  
41 **RIGHTS OF THE EMPLOYER**

42  
43 **Section 2.1.**

44 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
45 vested in the Board of the District. Included in these rights in accordance with and subject to  
46 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force,  
47 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,



1 discharge, demote or take other disciplinary action against employees; and the right to release  
2 employees from duties because of lack of work or for other legitimate reasons. The District shall  
3 retain the right to maintain efficiency of the District operation by determining the methods, the means,  
4 and the personnel by which such operations are to be conducted.

5  
6 **Section 2.2.**

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

11  
12 **Section 2.3.**

13 The parties acknowledge that Federal Way Public Schools is the sole employer of Federal Way  
14 ECEAP and Head Start employees. Employees shall be in compliance with Federal Way Public  
15 Schools policies when they conflict with Puget Sound ESD policies, until such time as a written  
16 directive is issued by the District Administrator.

17  
18 **ARTICLE III**

19  
20 **RIGHTS OF THE EMPLOYEES**

21  
22  
23 **Section 3.1.**

24 It is agreed that all employees subject to this Agreement shall have the right to join and assist the  
25 Union and to, freely and without fear of penalty or reprisal, be protected in the exercise of this right.  
26 The freedom of such employees to assist the Union shall be recognized as extending to participation in  
27 the management of the Union. Officials and members of the Union may present the views of the  
28 Union to the Board of Education of the District or any other governmental body, group, or individual.  
29 The District shall not encourage or discourage membership in the Union.

30  
31 **Section 3.2.**

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

35  
36 **Section 3.3.**

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

40  
41 **Section 3.4.**

42 Neither the District nor the Union will illegally discriminate against any employee covered by this  
43 Agreement.

44



1 **Section 3.5.**

2 When a student has a known, documented history of violent or threatening behavior, or when a student  
3 has committed physical assault upon any staff or student, that student’s teachers shall receive  
4 notification within a reasonable amount of time.

5  
6 **Section 3.5.1.**

7 If, in the professional judgment of the staff, a home visit could present a hazardous situation, an  
8 employee will notify the supervisor. The employer will abate such hazard through staffing  
9 arrangements (pairing staff) or other such equivalent measures that will provide an equally safe  
10 workplace. No home visits shall occur until such safety measures have been put into place.

11  
12 **Section 3.6.**

13 Employees have the right to have Union representation present at any investigatory interview which  
14 the employee reasonably believes might result in disciplinary action. Either party has the right to take  
15 written notes of the discussion. Rescheduling a meeting to permit a union representative to be present  
16 may be appropriate, but the unavailability of a union representative may not unreasonably delay the  
17 investigation. The District shall advise the employee at the time of scheduling if the meeting involves a  
18 discussion that might reasonably lead to disciplinary action.

19  
20  
21 **ARTICLE IV**

22  
23 **RIGHTS OF THE UNION**

24  
25 **Section 4.1.**

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

32  
33 **Section 4.2.**

34 The Union is entitled to request and have an observer at grievance hearings and to make its views  
35 known when such hearings are conducted by any District official or body.

36  
37 **Section 4.3.**

38 The Union shall be provided at PSE [membership@pseofwa.org](mailto:membership@pseofwa.org) on a monthly basis an electronic  
39 notification of the pay assignment report containing a minimum of the following: names, home  
40 addresses, personal and work phone numbers, work email, personal email (if available), seniority date,  
41 job title, assignment locations, of all employees under the jurisdiction of this bargaining unit, on  
42 existing District format. The District shall provide the applicable information contained in the  
43 immediately preceding sentence for newly hired members of the bargaining unit within ten (10)  
44 working days of hire. Union



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**Section 4.4.**

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

**Section 4.5.**

The complete Agreement will be posted on the District’s Human Resources page of the District’s website in downloadable PDF form and on the PSE state web site.

**Section 4.6.**

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

**Section 4.7.**

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

**Section 4.8.**

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

**Section 4.8.1.**

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

**Section 4.8.2.**

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

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

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



1 **Section 5.2.**

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

5  
6 **Section 5.3.**

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

10  
11 **Section 5.4.**

12 The District shall consult with the Union on changes in the contractual relationship with Puget Sound  
13 ESD.

14 **ARTICLE VI**

15 **UNION REPRESENTATION**

16  
17  
18 **Section 6.1. Labor Management Committee.**

19 There shall be bi-monthly meetings, beginning in September, each year between the Union and the  
20 District to discuss items of mutual interest. Additional meetings may be called on an as-needed basis.  
21 These meetings shall not take place when students are in class.

22  
23 **Section 6.2.**

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

28  
29 **Section 6.3.**

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

34  
35 **Section 6.4. Calendar.**

36 A joint committee made up of at least two (2) union members, chosen by the Union president(s), and  
37 two (2) management team members will meet annually no later than the end of April to collaborate on  
38 the calendar and make recommendations. Employees shall normally be notified of the proposed work  
39 year and instruction year calendar by June 1, or as soon as possible. The work year calendar for all  
40 bargaining unit employees will be subject to program and state/federal requirements. For the part-time  
41 ECEAP program, five (5) consecutive days of the regular work calendar, three (3) times per year, for a  
42 total of fifteen (15) days, will be scheduled for conferences. For Head Start and full day ECEAP  
43 programs, three (3) times per year, for a total of nine (9) days, will be scheduled for conferences. The  
44 minimum work year for all unit employees shall be recognized as an issue subject to bargaining.

45  
46  
47 **ARTICLE VII**





**HOURS OF WORK AND OVERTIME**

**Section 7.1.**

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

Each employee will be assigned to regular hours during an established workweek by his/her supervisor. All such hours shall be designated with beginning and ending times. If the District decides to alter an employee’s established schedule, the employee shall receive seven (7) days written notification of his/her new schedule. Said notice may be waived by the employee or the employer when an exceptional circumstance exists.

**Section 7.2.**

No employee shall be authorized to work in excess of their scheduled hours per week without the written permission of the District Administrator or Center Coordinator, except in the absence of the District Administrator, in an immediate emergency situation threatening the well-being of an ECEAP or a Head Start student.

**Section 7.3.**

Teachers and Assistant Teachers shall be expected to be present during all student attendance time. Lunch periods, breaks and preparation time to meet program needs will be coordinated between the employee and supervisor. Student attendance time shall include fifteen (15) minutes before class and fifteen (15) minutes after class.

**Section 7.4.**

Family Support Specialists shall normally schedule their times in consultation with their supervisor to meet program needs.

**Section 7.5.**

When employees are required by an administrator to attend meetings beyond their regular working hours, the employee will be paid their regular rate, or overtime if applicable, for these meetings or may accrue flex time consistent with the parameters in Section 7.6.

**Section 7.6.**

In order to allow for attendance at family events or meetings outside the school day, home visits, or other work outside of the workday as approved by an administrator, employees may flex their time. Flex time accrual and usage must be tracked by the employee and approved by an administrator. Requests for use of flex time must be made at least forty-eight (48) hours in advance. Flex time must be used within thirty (30) calendar days of accrual, unless an extension is approved by an administrator. Teaching staff may not use flex time during student contact time. Family Support Specialists may use flex time during student contact time. No employee shall be expected to flex time which they have no realistic opportunity to use.

**Section 7.7.**



1 The District Administrator or Center Coordinator retains the right to set schedules for employees for  
2 all meetings and in unusual circumstances.

3  
4 **Section 7.8. Rest and Meal Breaks.**

5 An unpaid lunch period of not less than thirty (30) nor more than sixty (60) minutes shall be provided  
6 to all employees working more than five (5) hours on any day, except as provided in Section 7.8.2.

7 A fifteen (15) minute break shall be provided for each four (4) hours or major portion thereof worked.  
8 Breaks will not be used to extend lunch periods, nor will it be used to report late or leave work early.

9  
10 **Section 7.8.1.**

11 An unpaid lunch may be provided to employees working less than five (5) hours by mutual  
12 agreement.

13  
14 **Section 7.8.2.**

15 Employees who are assigned to eat their lunch with students shall not be required to take an  
16 unpaid lunch period on those days.

17  
18 **Section 7.9.**

19 When an employee works in an assignment that is classified under this Agreement at a higher rate of  
20 pay and that is regularly filled by another person, then, for the first twenty (20) workdays in the new  
21 assignment, said employee shall be compensated at the first step of the higher rate of pay, or the  
22 employee’s regular rate of pay, whichever is greater. If the employee remains in this new position for  
23 more than twenty (20) workdays, he/she will be compensated at the Step on the higher level that  
24 reflects the employee’s experience and qualifications. Employees who have had previous experience  
25 at the higher level with evaluations that were satisfactory or above shall not be subject to this waiting  
26 period.

27  
28 **Section 7.10.**

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

40  
41 **Section 7.10.1.**

42 Employees who report late for work or leave early due to conditions spelled out in Section 7.10  
43 will be required to make up the time on a straight-time basis as mutually agreed by the  
44 supervisor and employee. Employees not making up the time will take a salary deduction equal  
45 to the amount of time they have missed.

46



1 **Section 7.11.**

2 Employees will be notified in advance of meetings called by the Center Director. When they are  
3 required to attend such meetings, employees will be paid for such meeting time that occurs beyond  
4 their regular working hours at their regular rate.

5  
6 **Section 7.12.**

7 An employee who is called back to work on other than his/her regular shift and or workday shall be  
8 paid a minimum of two (2) hours, unless such time is directly contiguous to regular paid time.  
9 Employees shall be expected to comply with Section 7.2.

10  
11 **Section 7.13.**

12 If the district needs to temporarily reassign staff, management will first ask for eligible volunteers.  
13 If no one volunteers, management may require a staff member to temporarily fill another position. An  
14 employee who is required or volunteers to work at another site after reporting to the regular worksite  
15 shall also be compensated for mileage and travel time shall be considered work time. If, as a result of  
16 working another position, the employee needs to work additional hours to complete the work for their  
17 own position, the employee will submit documentation of additional time and be compensated at the  
18 appropriate rate or be allowed to take flex time, per Article 7.6.

19  
20 **Section 7.14.**

21 When staff members are engaged in the maintenance of order and discipline and the protection of  
22 school personnel, students, and property, the District will provide liability insurance protection and  
23 protection for the loss of damage of personal property to the extent provided by law. Such personal  
24 property claims will be paid up to the amount of actual damage or loss not covered by third parties.  
25 Payment will not exceed \$500 per occurrence. Staff members will not be covered by District insurance  
26 for their own illegal acts or acts of gross negligence.

27  
28  
29 **ARTICLE VIII**

30  
31 **HOLIDAYS AND VACATIONS**

32  
33 **Section 8.1. Holidays.**

34 Employees subject to this Agreement shall receive only the following paid holidays which fall within  
35 their assigned work years:

- |    |                                  |    |    |    |                                |    |    |    |
|----|----------------------------------|----|----|----|--------------------------------|----|----|----|
| 36 | 37                               | 38 | 39 | 40 | 41                             | 42 | 43 | 44 |
|    | 1. New Year's Day                |    |    |    | 8. Veterans' Day               |    |    |    |
|    | 2. Martin Luther King's Birthday |    |    |    | 9. Thanksgiving Day            |    |    |    |
|    | 3. Presidents' Day               |    |    |    | 10. Day after Thanksgiving Day |    |    |    |
|    | 4. Memorial Day                  |    |    |    | 11. Day before Christmas       |    |    |    |
|    | 5. Juneteenth                    |    |    |    | 12. Christmas Day              |    |    |    |
|    | 6. Independence Day              |    |    |    | 13. Day after Christmas        |    |    |    |
|    | 7. Labor Day                     |    |    |    |                                |    |    |    |

45 **Section 8.1.1. Unworked Holidays.**

46 Employees will be paid for holidays that fall within their assigned work year, provided they  
47 work the regular workday before and the regular workday after the holiday, or the employee is



1 on an authorized absence with pay. Eligible employees shall receive pay equal to their normal  
2 work shift at their base hourly rate in effect at the time the holiday occurs.

3  
4 **Section 8.1.2. Worked Holidays.**

5 Employees who are required to work on the above described holidays shall receive, in addition  
6 to the pay due them for the holiday, two (2) times their base rate for all hours worked on such  
7 holidays.

8  
9 **Section 8.2. Vacations.**

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

13  
14 **Section 8.2.1.**

15 All employees shall receive vacation as follows:

- 16 ■ Less than six (6) years of service: One (1) hour for each twenty-one and a half (21.5) hours  
17 worked.
- 18 ■ After six (6) years of service: One (1) hour for each seventeen and a quarter (17.25) hours  
19 worked.
- 20 ■ After ten (10) years of service: One (1) hour for each fifteen and a quarter (15.25) hours  
21 worked.
- 22 ■ After fifteen (15) years of service: One (1) hour for each fourteen (14) hours worked.
- 23 ■ After twenty (20) years of service: One (1) hour for each twelve and a half (12.5) hours worked.

24  
25 **Section 8.2.2.**

26 All hours for which an employee is paid will be counted as hours worked in the computation of  
27 credit, and hours worked at premium rates shall be counted as straight time hours in such  
28 computation.

29  
30 **Section 8.2.3. Vacation Usage.**

31 Employees may use up to three (3) days of accrued vacation per school year as approved by the  
32 supervisor. The days do not have to be used consecutively. Vacation shall not be used in  
33 conjunction with other leaves, holidays, or school vacation periods unless approved by the  
34 supervisor. Vacation may not be used the first or last week of school or during or adjacent to  
35 identified conference days.

36  
37 **Section .8.2.4.**

38 Employees shall receive payment for accrued, and unused vacation credits with their June  
39 paycheck, to the extent that such payment is possible, and the remainder, if any, with their July  
40 paycheck. Any employee who is discharged or laid off prior to the end of the school year shall  
41 receive payment for accrued credits with their final pay.

42  
43  
44 **ARTICLE IX**

45  
46 **AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY**



**Section 9.1. Illness and Injury Leave.**

Each employee shall accumulate one (1) day of illness and injury leave for each calendar month worked. An employee who works less than a full month will receive a computed percentage of days of his/her regular current working day. Illness and injury benefits shall be vested when earned and shall be accumulated up to a maximum of the number of days in the employee's work year. The District shall project the number of annual days of illness and injury benefits at the beginning of the school year according to the estimated calendar months the employee is to work during that year. Illness and injury benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work schedule; provided, however, that should an employee's normal daily work schedule increase or decrease subsequent to an accumulation of days of illness and injury benefits, said benefits will be paid in accordance with the employee's normal work schedule at the time the illness and injury absence is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Physician's appointments are considered appropriate use of illness and injury benefits; provided, however, employees scheduled for work four and one-half (4½) or fewer hours shall schedule routine appointments during non-work hours. Notice of routine medical/dental appointments shall be given by the employee to the supervisor at least forty-eight (48) hours in advance.

**Section 9.1.1.**

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

**Section 9.1.2.**

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

**Section 9.1.3. Care of Minor Children.**

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

**Section 9.1.4. Care of Other Family Members.**

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

**Section 9.1.5. Retention of Accrued Illness and Injury Benefits When Change of Employment Occurs Within Washington Public Schools.**

Employees who have accrued illness and injury benefit units while employed by another Public Schools district in the State of Washington shall be given credit for such accrued illness and injury benefits upon employment by the District in accordance with Section 9.1.1, as provided in RCW 28A.400.300(b) (viii). Former district employees who return to district employment will have reinstated any unused illness and injury benefits which accrued during their previous employment with the district, as provided in RCW 28A.400.300(b) (ix).

**Section 9.1.6. Sick Leave Attendance Incentive Program.**

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

**Section 9.1.7. Workers Compensation.**

In the event an employee is absent for reasons which are covered by industrial insurance, unless the employee requests otherwise, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the industrial insurance and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. In the event the employee has no accumulated sick leave, that portion will be considered as leave without pay.

**Section 9.2. Temporary Disability.**

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

**Section 9.2.1. Utilization of Accumulated Illness and Injury Benefits for Temporary Disability.**

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

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

**Section 9.2.2.**

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

**Section 9.2.3. Application Procedure for Benefits.**

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

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

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





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

3  
4 **Section 9.2.4.**

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

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

10  
11 **Section 9.2.5. Return from Absence for Temporary Disability.**

12 After receiving a physician's written release to return to work, the employee must provide a  
13 copy of the release to the Human Resources department and report to work as soon thereafter as  
14 practical. Arrangements for the timing of the return shall be approved by the center  
15 coordinator.

16  
17 **Section 9.3. Temporary Disability - Maternity.**

18 A female employee shall be allowed up to thirty (30) workdays temporary disability associated with  
19 the birth of a child which are deducted from accrued illness and injury leave days. The leave shall  
20 commence at such time as the employee and her medical advisor deem appropriate and will be  
21 extended beyond thirty (30) days upon certification by her physician that the employee is unable to  
22 return to work at that time. If the employee wishes to avoid using illness and injury days, or if illness  
23 and injury days have been exhausted, the employee may request unpaid leave.

24  
25 **Section 9.4. Birth of an Employee's Child.**

26 A maximum of one (1) noncumulative unit of absence per year without loss of pay or use of illness or  
27 injury leave shall be allowed for the birth of an employee's child.

28  
29 **Section 9.5. Emergency Absence.**

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

- 32
- 33 A. The problem has been suddenly precipitated, and
- 34 B. Preplanning was not possible; or
- 35 C. Preplanning could not have relieved the necessity for the employee's absence; and
- 36 D. The problem was not of mere convenience, but of a serious and compelling nature.

37  
38 Applications for consideration for emergency absence must be made to the immediate supervisor.  
39 Application to the supervisor must be made within five (5) working days after return from the absence.  
40 The employee must still follow the procedures for notifying the District of an absence.

41  
42 **Section 9.6. Bereavement.**

43 Absence for bereavement caused by the death of a member of the immediate or extended family of the  
44 employee shall be allowed for the purpose of providing funeral arrangements for the deceased member  
45 of the family, and for travel and attendance at funerals as herein provided.



**Section 9.6.1.**

Allowances and reasons for absence shall be as follows:

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

A unit of absence shall be defined as the number of hours in the employee's regular assignment. The number of units of absence without pay for bereavement shall not be accumulated from year to year. Bereavement days do not have to be used consecutively.

The Employee shall contact supervisor in advance of absence to request the number of days needed for bereavement leave. Upon request, employee shall provide documentation verifying the need for bereavement leave per occurrence, using one of the following: obituary, death certificate, online memorial site, or service program or other approved documentation.

**Section 9.7. Jury Duty.**

An employee, who is regularly assigned to ten (10) hours or more of work per week, who is called to serve on a jury of the Superior Court or of the Federal District Court, shall be excused from work for the days on which he/she serves. The employee shall be granted his/her regular straight time earnings and benefits for the time consumed in such services. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. Any compensation received from the Court, except transportation, meals, or lodging, shall be paid to the District. Such payment to the District shall not exceed the employee's normal daily pay for each day of jury duty. An employee called for jury duty, who is temporarily excused from attendance at Court, must report to work at least one-half (1/2) of his/her normal workday.

**Section 9.8. Court Actions (With No Loss of Pay).**

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

**Section 9.9. Military Reserve Training.**

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





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

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

**Section 9.10. to 9.14. Authorized Leave - Without Pay.**

**Section 9.10. General Guidelines.**

An employee may apply for leave without pay from the District by application in writing to the immediate supervisor and an employee shall provide reasonable notice of the requested leave as determined by the District. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Education, an employee may be granted leave without pay for a period not to exceed one (1) year. Approved reasons for granting leaves are:

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

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

**Section 9.11.**

**Section 9.11.1.**

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



1 **Section 9.11.2.**

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

8  
9 **Section 9.11.3.**

10 The employee returning from leave cannot be assured of the same assignment he/she held at the  
11 time such leave was granted. If a reduction in force is in effect at the time the employee plans  
12 to return to employment from leave, said employee shall be subject to the terms and conditions  
13 under Article X, Sections 10.1 through 10.13.

14  
15 **Section 9.12. Authorized Leave Without Pay - Industrial Accident or Industrial Illness.**

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

18  
19 **Section 9.12.1.**

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

23  
24 **Section 9.13.**

25 Employees with five (5) years of continuous service with the District and that are working four (4) or  
26 more hours per day shall be eligible for Family Medical Leave Act (FMLA) provisions as long as the  
27 employees meet all other FMLA standards and/or qualifying criteria. All other aspects of FMLA shall  
28 be administered as legally determined by the District. Employees replacing staff on FMLA are not  
29 entitled to insurance benefits.

30  
31 **Section 9.14. Court Actions (With Loss of Pay).**

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

36  
37 **Section 9.15.**

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

40  
41 **Section 9.16. Paid Family and Medical Leave (PFML).**

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



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

**ARTICLE X**  
**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1.**

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

**Section 10.2.**

Each new hire shall remain in a probationary status for a period of ninety (90) actual days of work following the “seniority date.” The District may request an extension of probation of up to an additional forty-five (45) actual workdays. During this probationary period the District may discharge such employee at its discretion. During the probationary period discharge shall not be subject to the grievance procedure of this contract. Employees who already have passed probation with the District, but have taken a new position, shall be subject to a thirty (30) actual days of work trial period.

During this trial period the District may reassign an unsuccessful employee back to the previous position if vacant or place the employee on layoff status.

**Section 10.3.**

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the “seniority date.”

**Section 10.4.**

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

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

**Section 10.5.**

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty absence;
- B. Time on leave granted for the purpose of serving in the Armed Forces of the United States;



- C. Time spent on authorized leaves, not to exceed one (1) year. However, absence benefits shall not accrue during the leave;
- D. Time spent on layoff status as provided in Section 10.10.

**Section 10.6.**

Seniority shall be effective within the general classifications. As used in this Agreement, job classifications are those set forth in Article I, Section 1.4.

**Section 10.7. Preferential Rights and Layoff.**

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

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

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

**Section 10.7.1.**

The employee with the earliest “seniority date” shall have preferential rights regarding layoff, subject to conditions of Section 10.7. (above).

**Section 10.7.2.**

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

**Section 10.8.**

An employee who changes bargaining units within the District shall retain seniority in E-Start for one (1) calendar year although a new “seniority date” is acquired in the other unit.

**Section 10.9.**

For vacancies within the bargaining unit, the district will publicize such openings for at least five (5) working days prior to permanently filling the position. A copy of the job posting shall be forwarded to the President(s) of the Union by Human Resources. Internal and external candidates will be considered simultaneously.

**Section 10.9.1**

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



1 **Section 10.9.2.**

2 The District will make every effort to indicate on position postings the medical procedures that  
3 the employee will be responsible for when the District has such information in advance. The  
4 employee will be trained for such position as indicated in Section 13.3.

5  
6 **10.9.3. Interview Committee.**

7 The district will follow minimum requirements for interview process established by Puget  
8 Sound Educational Service District. Concerns about interview process will be addressed  
9 through Labor Management meetings.

10  
11 **Section 10.10.**

12 In the event a reduction in force causes an employee to lose two hours or more time per day, that  
13 employee shall be entitled to bump an employee with less seniority holding a similar position in the  
14 District. No employee may bump to a higher paid position or to gain more time than they previously  
15 had. The District shall have the right to require the employee to bump the least senior person filling a  
16 position of appropriate hours if the senior employee is qualified to perform the duties of that position.

17  
18 **Section 10.10.1.**

19 In the event of layoff, employees so affected shall be placed on a layoff list for a period of  
20 eighteen (18) months. Employees on the layoff list should regularly check the District’s  
21 webpage to learn of all job openings in the District. Employees on the layoff list shall have the  
22 status of regular employees when applying for jobs.

23  
24 **Section 10.10.2.**

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

27  
28 **Section 10.11.**

29 Those on layoff status shall file their addresses in writing with the Human Resources Department of  
30 the District and shall thereafter promptly advise the District in writing of any change of address.

31  
32 **Section 10.12.**

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

37  
38 **Section 10.13.**

39 Right to reemployment as provided in Section 10.10 shall be forfeited in the event the requirements of  
40 Sections 10.11 and 10.12 are not complied with or if the offer of reemployment is not responded to  
41 within ten (10) working days.

42  
43 **Section 10.14.**

44 Notification of layoff shall be in compliance with Section 11.6.



ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 11.1.**

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

**Section 11.1.1.**

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

Warning notices shall be provided to the Union within ten (10) District business days after delivery of the notice to the employee. This section is not applicable to probationary employees.

**Section 11.2.**

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

**Section 11.3.**

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

**Section 11.4.**

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

**Section 11.5.**

The employee’s personnel file shall be maintained in the Human Resources Department. The employee shall have the right to inspect his/her file upon scheduled appointment. The employee may have representation at such time. Upon request, the employee may receive a copy of all documents maintained in the file. At the discretion of the District, the cost of any reproduction will be borne by the employee. The employee may make an appointment to make an inventory of the file and have it signed and dated by a representative of the District. The employee may add written items relevant to job performance (e.g., thank you notes). The basis of any disciplinary action taken against an employee shall be limited to information shared with the employee prior to the disciplinary action being imposed. Employees may be required to sign documents placed in their personnel file to signify receipt only, which will be indicated on such documents.



**Section 11.5.1.**

An employee may respond in writing to anything in the personnel file with which the employee may disagree. These responses also become part of the personnel file. An employee shall have ten (10) working days to respond to any document presented to him/her intended to be placed in the personnel file. Documents that are adverse in nature will not be included in the personnel file without notifying the employee of such document.

**Section 11.6**

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

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1.**

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

**Section 12.2. School Employees' Retirement System.**

In determining whether an employee covered by this Agreement is eligible for participation in the Washington State Public Retirement System, the District shall report all straight time and overtime hours worked.

**Section 12.3.**

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

**ARTICLE XIII**

**VOCATIONAL TRAINING**

**Section 13.1.**

For the mutual benefit of employees and the District, the employer may provide funds for vocational training. The administration shall have the sole right to determine which employees may attend at District expense. Prior approval must be obtained from the Superintendent or the Superintendent's designee.





1 **Section 13.2.**

2 Employees will be reimbursed at the regular rate for all hours spent in District approved training if  
3 funded by ESD or if approved training occurs during regular work hours.

4  
5 **Section 13.3.**

6 When contemplating the delivery of medically related services to a student by an employee, the  
7 District will make every effort to involve the employee in preliminary meetings. Employees will be  
8 provided appropriate training to properly execute the duties of their assignment.

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11  
12 **ARTICLE XIV**

13  
14 **UNION MEMBERSHIP AND CHECKOFF**

15  
16 **14.1. Membership.**

17 The District and PSE/SEIU1948 understand that at the center of our labor management relationship is  
18 the shared interest in providing the best services to the public. All bargaining unit employees shall  
19 have the option of joining and maintaining membership in PSE/SEIU1948 upon employment with the  
20 District in a bargaining unit.

21  
22 **Section 14.2. Checkoff.**

23 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions,  
24 pursuant to state law. The District shall transmit all such funds deducted to the Treasurer of the Public  
25 Schools Employees of Washington/SEIU, Local 1948. The Union will provide a list of those members  
26 who have agreed to union membership via Union-designated methods. The PSE Membership Department  
27 will be the custodian of the records related to dues authorization and agrees that, as the custodian of the  
28 records, it has the responsibility to ensure the accuracy and safe-keeping of those records.  
29 Any employee who has executed a Dues Deduction/Checkoff Authorization form may revoke  
30 authorization for those payments pursuant to the terms of the Union’s Dues Deduction/Checkoff  
31 Authorization form, which includes timelines for notification of withdrawal to be effective. The  
32 District will refer employees who request to terminate union dues to the PSE Membership Department.

33  
34 **Section 14.2.1. Local Chapter Dues.**

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

37  
38 **Section 14.3.**

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

40  
41 **Section 14.4. New Hire Orientation.**

42  
43 The Union shall have the right to make an exclusive thirty (30) minute presentation to new employees  
44 at the conclusion of the District New Employee Orientation (NEO). New employees will be  
45 compensated for participation in the NEO in alignment with District practice. The District will provide  
46 the PSE Member Service Engagement Specialist (MES), via email, at least five (5) working days’  
47 notice of the specific location and time of all new employee orientations held by the District. The





1 District will provide a list to the MES of the PSE bargaining unit employees participating in new  
2 employee orientations at least two (2) days prior to the scheduled time.

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4  
5 **ARTICLE XV**  
6  
7 **GRIEVANCE PROCEDURE**

8  
9 **Section 15.1. Introduction.**

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

12  
13 **Section 15.2. Definitions.**

14  
15 **Section 15.2.1. Grievant.**

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

17  
18 **Section 15.2.2. Grievance.**

19 A "grievance" is an alleged violation of the interpretation and/or application of the terms of this  
20 Contractual Agreement.

21  
22 **Section 15.2.3. Days.**

23 "Days" shall mean District business days (Monday through Friday); provided, however, the  
24 parties shall, during the traditional summer and winter break periods, work constructively to  
25 process grievances as rapidly as possible. Grievants who find themselves in extraordinary  
26 circumstances beyond their control may request modification of the timelines.

27  
28 **Section 15.3. General Conditions.**

29  
30 **Section 15.3.1. Time Limits.**

- 31  
32 A. If the employer fails to answer within the time limits provided, the grievance may be  
33 appealed to the next step.  
34 B. If the grievant fails to appeal within the time limits provided, it shall be deemed as  
35 acceptance of the employer's disposition of the claim.  
36 C. Time limits may be extended by mutual agreement in writing.

37  
38 **Section 15.3.2. Confidentiality.**

- 39  
40 A. All matters pertaining to specific grievances may be confidential information and shall  
41 not be unnecessarily or indiscriminately related, disclosed, or divulged by any  
42 participant in the grievance process.  
43 B. Confidentiality. All documents, communications and records dealing with grievances  
44 and their disposition shall be filed separately from the grievant's personnel file.



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

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

**Section 15.3.4. Settlement.**

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

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

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

**Section 15.3.6. Individual Complaints.**

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

**Section 15.3.7. Freedom from Reprisal.**

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

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

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

- A. All matters mandated for judicial review.
- B. The substance of an evaluation as expressed in an evaluation document.
- C. Denied absences to attend approved professional meetings and/or conferences.
- D. Denied personal absences without pay.
- E. Authorized leaves without pay.
- F. Legislative leaves.
- G. District decision(s) to implement layoff with the exception of issues/disputes related to Article X and Section 11.6, which shall be subject to the grievance procedure.
- H. Adverse warranted reclassifications.
- I. Site reduction or relocation.
- J. Inadvertent errors which were promptly corrected.

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



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

**Section 15.4. Processing of Grievances.**

**Section 15.4.1. Level I.**

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

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

A copy of the grievance shall be delivered to the District Administrator. The filing of the grievance at Level I must be within fifteen (15) District business days from the alleged occurrence or the time the grievant reasonably should have known of the alleged occurrence. Within ten (10) District business days of receipt of the written grievance, the District Administrator shall meet with the grievant who may be represented by the Union, in an effort to resolve the grievance. Grievances related to paycheck errors must be filed within thirty (30) District business days from the time of the first knowledge by the employee of the alleged error, but no later than a maximum of ninety (90) District business days from the occurrence. The District Administrator shall deliver a written decision to the grievant within ten (10) District business days after the meeting is held.

**Section 15.4.2. Level II.**

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

**Section 15.4.3. Level III.**

If the grievant is not satisfied with the disposition of the grievance at Level II, within ten (10) District business days after the Level II dispute resolution proceedings have concluded or within ten (10) District business days of the Union and the District mutually waiving in writing Level II, the grievant may submit the written statement of the alleged grievance to the Human Resources Director. The Human Resources Director shall schedule a conference within ten



(10) District business days after receipt of the written grievance to discuss the matter with the aggrieved employee. The Human Resources Director shall give written notification of his/her decision to the grievant within ten (10) District business days following said conference.

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

If the grievant is not satisfied with the disposition of the grievance at Level III, or if no disposition has been made within the time period provided in Level III, the Union may request that the grievance be submitted before an impartial arbitrator. Such request must be stated in writing to the Superintendent within fifteen (15) District business days of receipt of the decision rendered at Level III or within twenty (20) days of the Human Resources Director’s receipt of the written Level III grievance if no Level III decision is rendered.

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

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

The parties shall jointly notify the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties.

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

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

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

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

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

**Section 15.4.7. Arbitration Costs.**

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



ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.

Any newly hired employee who has previously been employed by any Public Schools district in the State of Washington, including Federal Way Public Schools, and is hired to perform work similar to that in which previously engaged, shall be given longevity credit in the District in accordance with this Article and RCW 28A.400.300.

Section 16.2.

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

Section 16.3.

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

Section 16.4.

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

Section 16.5.

Longevity is defined as credit for years of service for purposes of salary placement and benefits. Seniority is defined as credit for years of service as provided in Article X of this Agreement.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. All compensation practices shall be consistent with the Fair Labor Standards Act.

Section 17.2.

The salary schedule shall be as set forth in Schedule A. Incremental movement on the salary schedule shall occur consistent with language in Section 17.3.

Section 17.2.1.

If the district receives a dedicated COLA from Federal or State Government or the Department of Early Learning for either ECEAP or Head Start, the parties agree to meet to determine how to disperse that COLA to the membership.



**Section 17.2.2.**

To the extent that the PSESD Head Start Program provides and funds to the District a cost of living (COLA) increase(s) allocated for wages for District Head Start Program employees, the increase(s) will be applied to all bargaining unit employees' wage rate for the applicable contract year. The District will only be obligated to disburse retroactive PSESD Head Start Program provided and funded COLA wage increase(s) to the start of the contract year in which the funds were received by the District.

**Section 17.2.3**

For the periods of September 1, 2023 through August 31, 2024 and September 1, 2024 through August 31, 2025, Schedule A will increase by IPD only.

**Section 17.3.**

Throughout the term of this Agreement, eligible employees shall receive incremental step increases on September 1, provided that they worked more than one-half of the previous school year. Employees moving to a higher rated level because of a newly obtained education degree while maintaining the same position title as described in the Salary Schedule shall be placed on the new level of the Salary Schedule at their current "letter step" based on longevity. Employees moving to a higher rated position title, e.g., moving from Assistant Teacher to Teacher, shall be placed on the first step of the new level of the Salary Schedule which reflects an increase over their current rate. Employees changing jobs in mid-year shall be credited for time worked in both positions for determination of incremental advancement.

**Section 17.4.**

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

**Section 17.4.1.**

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

**Section 17.5.**

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

**Section 17.6.**

Employees may submit a request for payroll deductions to the Washington School Employees' Credit Union, subject to rules and regulations of the District and the Credit Union.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**





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**Section 18.1.**

The term of this Agreement shall be September 1, 2022 through August 31, 2025.

**Section 18.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date.

**Section 18.3.**

This Agreement may be reopened at any time during its term upon mutual consent of the parties.

**Section 18.4.**

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

**Section 18.5.**

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

**Section 18.6. No Strike.**

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

**ARTICLE XIX**

**EVALUATION**

**Section 19.1.**

Employees will be evaluated annually on the District evaluation form, which will be updated during the 2022-2023 school year with input from union representatives. Annual written evaluations will be completed and distributed prior to May 31<sup>st</sup>.

Goals, standards, observations, and/or other performance assessment data will be the basis of evaluation for all bargaining unit employees. If an employee reports to multiple supervisors, teachers, or programs, the primary evaluator will consider input from all appropriate sources. Goals and/or standards to be used as part of the evaluation process will be presented to the employee on or before November 1, or within



1 sixty (60) days of hire. In the absence of specialized goals or standards, the information contained in  
2 specific written instructions or training materials provided by a supervisor or program manager; or  
3 information, feedback, goals, or standards presented on the employee's annual evaluation completed at the  
4 end of the previous school year will suffice as evidence of the performance goals or standards, or the  
5 notification of a need for improvement. If the employee desires a conference with the supervisor or  
6 evaluator to present or discuss goals or standards, they must request this meeting on or before  
7 November 30<sup>th</sup>.

8  
9 **Section 19.2.**

10 Employees with an overall unsatisfactory evaluation in the previous year shall be evaluated prior to  
11 April 30<sup>th</sup>. The District shall have the option of making an additional evaluation in June.

12  
13 **Section 19.3.**

14 Supervisors will schedule a meeting with all employees receiving unsatisfactory marks on any section of  
15 their annual or probationary evaluations to review the areas of concern and plan for remediation. For the  
16 annual evaluations, this meeting will take place on or before that employee's last scheduled workday. For  
17 probationary evaluations, this meeting will take place on or before the last day of their probationary  
18 period.

19  
20 Other employees may request a meeting in writing to discuss their evaluation. This meeting must be  
21 requested within five (5) working days of the receipt of their evaluation and will be scheduled with the  
22 supervisor within ten (10) working days of the receipt of the request for the meeting.

23  
24 **Section 19.4.**

25 Only employees with an overall unsatisfactory evaluation may appeal the evaluation with regard to the  
26 processes, procedures, and content. All other employees may only appeal the processes and procedures  
27 utilized. The decision and substance of an evaluation is excluded from the grievance procedure. The  
28 employee's request for appeal must be made in writing to the Director of Human Resources within five  
29 (5) days of the meeting with his/her supervisor.

30  
31 **Section 19.5.**

32 At times other than the annual evaluation, when it is determined that a non-probationary employee's  
33 performance is unsatisfactory, the supervisor will schedule a meeting with the employee to review the  
34 information regarding the performance problems and plan for improvement. Employees placed on a plan  
35 for improvement will have an opportunity for input into the plan of improvement. Supervisors  
36 responsible for working with employees on a plan for improvement will periodically meet with the  
37 employee to discuss their overall performance and/or progress regarding the plan of improvement. Upon  
38 completion of the plan of improvement, the employee will receive a written summary/evaluation of their  
39 performance.

40  
41 **Section 19.6.**

42 No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted  
43 upon without the employee having an opportunity for a prior conference.






**SIGNATURE PAGE**

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PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

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Nikki Lorberau, Chapter President

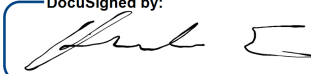
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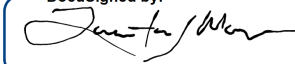
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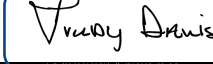
FEDERAL WAY SCHOOL BOARD

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Hiroshi Eto, President

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Quentin Morris, Director District 1

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Dr. Jennifer Jones, Director District 2

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Trudy Davis, Director District 4

