

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**FEDERAL WAY PUBLIC SCHOOLS DISTRICT #210**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF**  
**FEDERAL WAY PUBLIC SCHOOLS DISTRICT #704**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



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## TABLE OF CONTENTS

	Page
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I    RECOGNITION AND COVERAGE OF AGREEMENT	2
ARTICLE II    RIGHTS OF THE EMPLOYER	3
ARTICLE III    RIGHTS OF THE EMPLOYEES	4
ARTICLE IV    RIGHTS OF THE UNION	5
ARTICLE V    UNION MEMBERSHIP AND CHECKOFF	7
ARTICLE VI    APPROPRIATE MATTERS FOR CONSULTATION AND REPRESENTATION	8
ARTICLE VII    UNION REPRESENTATION	8
ARTICLE VIII    HOURS OF WORK AND OVERTIME	9
ARTICLE IX    HOLIDAYS AND VACATIONS	26
ARTICLE X    AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY	29
ARTICLE XI    PROBATION, SENIORITY AND LAYOFF PROCEDURES	36
ARTICLE XII    DISCIPLINE AND DISCHARGE OF EMPLOYEES	41
ARTICLE XIII    INSURANCE AND RETIREMENT	42
ARTICLE XIV    STAFF DEVELOPMENT	43
ARTICLE XV    GRIEVANCE PROCEDURE	44
ARTICLE XVI    TRANSFER OF PREVIOUS EXPERIENCE	48
ARTICLE XVII    SALARIES AND EMPLOYEE COMPENSATION	48
ARTICLE XVIII    TERM AND SEPARABILITY OF PROVISIONS	50
ARTICLE XIX    EVALUATION	51
ARTICLE XX    SAFETY	52
ARTICLE XXI    SUMMER TRANSPORTATION EMPLOYMENT	53
SCHEDULE A (2022-2023)	55
SIGNATURE PAGE	56

## **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.

## **PREAMBLE**

This Agreement is made and entered into between the Federal Way Public Schools, District #210 (hereinafter referred to as the "District") and Public School Employees of Federal Way, an affiliate of Public School 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:



## ARTICLE 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 1.3, 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).

#### **Section 1.3. Bargaining Unit.**

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

- Paraeducators.
- Nutrition Services, which includes the following two classifications:
  - Central Kitchen Staff and School Kitchen Staff
  - Central Kitchen Truck Drivers and Warehouse Staff
- Transportation Services, which includes the following four classifications:
  - Bus Drivers
  - Bus Assistants
  - Shop Personnel
  - Driver Trainers
- Distribution Center

Excluded from this Agreement shall be the following positions: Nutrition Services Director, Assistant Nutrition Services Director, Nutrition Services Chef Manager, Nutrition Services Field Supervisors, Nutrition Services Food Service Supervisors, Transportation Director, Transportation Manager, Transportation Services Manager, Transportation Services Coordinator, Transportation Services Specialists, and substitute employees with less than thirty (30) cumulative workdays within the previous twelve (12) months.

#### **Section 1.3.1. Temporary Employees.**

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

**Section 1.3.1.1. Substitute Employees.**

Substitute employees are employees hired to replace regular employees who are on paid leave, or to fill positions which are being posted, or for experimental positions of less than thirty (30) workdays. Substitute employees working more than thirty (30) cumulative workdays in the previous twelve (12) months are included in the bargaining unit, except that such bargaining unit substitutes will only be covered by Article 1, Section 8.4, Section 8.4.1 and Section 17.2. (Schedule A – Substitute Pay Rate).

**Section 1.3.1.1.1.**

Former Federal Way Public Schools employees who return as substitute employees in the same position within eighteen (18) months of separation shall maintain their last experiential step on Schedule A held as a regular employee when working as a substitute. In order to maintain this rate of pay, the employee must work twenty (20) days within each six (6) month period.

**Section 1.3.1.1.2.**

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

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

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

**Section 2.2.**

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

**Section 2.3.**

With prior written notice to the Union President, the District specifically reserves the right to subcontract where the ability or availability of regular District staff and/or equipment require such help, but not if such subcontracting will result in a reduction of available work hours for bargaining unit employees.



## ARTICLE III

### RIGHTS OF THE EMPLOYEES

#### **Section 3.1.**

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

#### **Section 3.2.**

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

#### **Section 3.3.**

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

#### **Section 3.4.**

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

#### **Section 3.5.**

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

#### **Section 3.6. Drug/Alcohol Testing.**

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

##### **Section 3.6.1.**

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

#### **Section 3.7.**

The District shall provide a list of authorized locations for CDL physicals for employees whose position requires a CDL. Drivers will be required to provide receipt of payment from medical facility along with documentation that the examination was a DOT physical. Blood test and/or other routine exams or tests,



not required for CDL, will not be reimbursed. Drivers choosing to have DOL Physical at a location other than from the District's list of authorized locations will receive reimbursement for out of pocket expenses only up to the District's cost from their locations.

**Section 3.8.**

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

**ARTICLE IV**

**RIGHTS OF THE UNION**

**Section 4.1.**

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

**Section 4.2.**

The District shall provide PSE (membership@pseofwa.org) on a monthly basis an electronic notification of the pay assignment report, for all members of the bargaining unit, containing at a minimum the following information if available: names, home addresses, personal and (work phone numbers), work email, personal email, seniority date, job title, hours per day, days per year, primary work location of all employees under the jurisdiction of this bargaining unit, on existing District format. The District shall provide the applicable information contained in the immediately preceding sentence for newly hired members of the bargaining unit within ten (10) working days of the date of hire.

**Section 4.3.**

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

**Section 4.3.1.**

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



**Section 4.4.**

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

**Section 4.4.1.**

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

**Section 4.5.**

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

**Section 4.6.**

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

**Section 4.7. Bulletin Board.**

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

**Section 4.7.1.**

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

**Section 4.7.2.**

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

**Section 4.8. Internal School Mail System.**

The Union may use the District mail service, staff member mailboxes, technology, and electronic mail in compliance with District policies and regulations for communication to staff members, provided that such communications are clearly labeled as Union business and display the name of the representative authorizing such distribution. Access to these communication systems is an exclusive right of the Union for the purposes of communicating; general announcements, scheduling meetings, work related to joint





District-Union efforts and information related to the general administration of the organization. Use of District mail is prohibited for: communications related to political campaigns, lobbying public officials, Union positions on political issues, internal Union campaigning, confidential information related to negotiations and confidential information related to all District staff members. The permissibility of other communications may be determined through labor-management. Such communication shall not defame any individual, group, or agency.

**Section 4.9. District Facilities.**

The Union and its representatives will have the right, at reasonable times, to use District facilities for meetings and to transact Union business, at cost, when additional cost or expense is incurred as a result of such use. The Union will have the right to use District equipment, at reasonable times, when such equipment is not otherwise is use. The parties will agree on an appropriate cost for the use of equipment each year.

**ARTICLE V**

**UNION MEMBERSHIP AND CHECKOFF**

**Section 5.1.**

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

**Section 5.2.**

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

**Section 5.3. Checkoff.**

The District shall deduct Union dues from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington/SEIU Local 1948 on a monthly basis. The Union will provide a list of those members who have agreed to Union membership via Union designated methods. The Union Membership Department will be the custodian of the records related to dues authorization and agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records. Upon receiving an authorization, the employer will start deductions for the new members for the next available payroll period, according to the usual administrative cycle. The Union will refund any amount of dues that were paid in error.

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



**Section 5.4.**

The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any checkoff of Union dues (Section 5.3.).

**Section 5.5. Committee On Political Empowerment (COPE).**

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

**ARTICLE VI**

**APPROPRIATE MATTERS FOR CONSULTATION AND REPRESENTATION**

**Section 6.1.**

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

**Section 6.2.**

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

**Section 6.3.**

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

**ARTICLE VII**

**UNION REPRESENTATION**

**Section 7.1. Labor/Management Committee.**

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

**Section 7.2.**

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



**Section 7.3.**

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

**Section 7.4.**

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

**ARTICLE VIII**

**HOURS OF WORK AND OVERTIME**

**Section 8.1.**

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

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

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

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

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



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

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

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

**Section 8.1.3.**

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

**Section 8.2. Calendars.**

**Section 8.2.1. Transportation Department Calendar.**

To the extent possible, transportation employees shall be provided with estimated work calendars pertaining to prospective routes prior to the day of bidding. If workdays are not disclosed at the time of bidding, drivers with out-of-District routes/runs may request alterations to their schedules prior to November 1. Such alterations may result in loss of pay. Drivers working an out of district run shall have the right to opt-out (non-paid status) of driving on days that are not school days in the Federal Way School District.

**Section 8.2.2. Paraeducator Division Calendar.**

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

**Section 8.2.3. Paraeducator Division.**

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

**Section 8.2.4.**

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



**Section 8.3.**

Each employee other than those working in Bus Driver, Bus Assistant or Nutrition Services positions 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. The employee will be given notification of a change of hours of his/her shift. Such notice shall be one (1) calendar week prior to the change being made. Said notice may be waived by the employee or the employer when an exceptional circumstance exists. Nutrition Services employees shall be covered by the provisions of Bus Driver Section 8.11.9., which provides alternative notice provisions.

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

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

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

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

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

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

**Section 8.4.**

Employees are entitled to a thirty (30) minute uninterrupted meal period on the employee's own time for every scheduled shift of more than five (5) hours. Said meal period shall be as near the middle of the shift as is practicable. No employee shall be required to work more than five (5) consecutive hours without a meal period. No employee may be required to accept a meal period in excess of thirty (30) minutes. No employee working less than four (4) hours may be required to accept a meal period.

Nutrition Services employees and mechanics shall have the option to waive their thirty (30) minute meal period with approval by supervisor. This would allow such employees to work their shift without taking their thirty (30) minute unpaid meal break and instead leave when their work hours have been completed. For instance, if an employee is scheduled to work from 5:00 am to 1:30 pm [eight (8) hours plus one (1) unpaid meal break], they can instead choose to work from 5:00 am to 1:00 pm without receiving a thirty (30) minute unpaid meal break. Employees who wish to waive their meal period must submit a written waiver. Employees who choose to waive their meal breaks are still entitled to paid rest breaks in accordance with Section 8.4.1.

**Section 8.4.1.**

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

**Rest Periods.**

- Less than four (4) continuous hours worked - No rest period.
- At least four (4) continuous hours worked - One (1) paid fifteen (15) minute rest period.  
(The Employee's rest period should be scheduled to be taken by the third hour worked)
- At least eight (8) continuous hours worked - Two (2) paid fifteen (15) minute rest periods.  
(The Employee's second rest period should be scheduled to be taken by the seventh hour worked)

Such fifteen (15) minute rest period(s) shall occur as near the middle of the shift or half shift as practical. To qualify as "continuous hours worked" there must be fifteen (15) or less minutes between positions or work assignments. It is understood that an unpaid meal period will not be counted in determining "continuous hours worked." The unpaid thirty (30) minute meal break will be considered continuous hours worked for purposes of scheduling a rest break.

**Meal Breaks.**

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

**Section 8.4.1.1.**

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

**Section 8.4.2.**

Unpaid meal periods are the employee's personal time. Employees may leave their assigned campus during meal periods provided any signing out procedures are complied with.

**Section 8.4.3.**

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

**Section 8.5.**

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

**Section 8.6.**

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

**Section 8.6.1. Call Back.**

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

**Section 8.7.**

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

**Section 8.7.1.**

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

**Section 8.8.**

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

**Section 8.8.1.**

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

**Section 8.9.**

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

**Section 8.10.**

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

## **Section 8.11. Bus Driver Provisions.**

### **Section 8.11.1.**

The Transportation Department will put runs into routes based upon expected task completion times. Fueling, interior cleanup, pre-trip and post-trip inspections will be included in the route time. The District may not require employees to accumulate unusable pieces of paid lay over time. If additional time is needed for fueling and cleaning activities, it may be added to the route time. After a driver's initial assignment based on the annual bid, a driver may request a review of his/her assignment to determine the actual driving time of the assignment, provided that said review will not exceed ten (10) consecutive workdays and shall be effective from the date of the request for review.

#### **Section 8.11.1.1.**

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

#### **Section 8.11.1.2.**

Bus Assistants shall bid on routes after driver bidding.

#### **Section 8.11.1.3. McKinney Vento.**

McKinney Vento runs shall be noted on the run bid sheets. Drivers whose runs are exclusively McKinney Vento shall be guaranteed at the start of the school year, a minimum of five (5) hours per day and entitled to all the benefits as outlined in this Agreement. These runs are exempt from polling. A McKinney Vento driver's hours shall be reviewed every three (3) months and adjustment made to their contract if necessary. These routes are exempt from polling. A McKinney Vento driver is allowed to opt out of their route and go into November bid.

#### **Section 8.11.1.4.**

Bus drivers shall be paid a total of four and one-half (4-1/2) hours annually, paid in September for the purposes of reviewing routes and conducting a practice run in a bus, cleaning, organizing, correcting run sheets, and calling parents as needed throughout the year. If a driver does not complete this work within the allocated four and a half (4.5) hours, the driver will meet in advance with the Director of Transportation or designee to request extended paid time. Drivers changing runs or routes will be paid one (1) hour for the purpose of practicing routes in a bus upon approval of the Director of Transportation or designee.

Drivers are responsible for the cleaning of their bus. At the end of each school year, drivers will be paid up to six (6) hours for deep cleaning their buses within three (3) working days following the last day of school. Those drivers who choose not to clean their bus must notify the Transportation Supervisor three (3) weeks prior to the end of the school year. Failure to inform transportation three (3) weeks prior to the end of the school year will result in the driver being responsible for cleaning their own bus. All cleaning of buses will be awarded by seniority and follow the extra work bidding process. If no one bids on the driver's assigned bus, the driver will be responsible for cleaning their own bus.



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

The Department will have annual routes ready for driver review, bidding, and/or assignment no later than two (2) weeks prior to the start of the school year.

**Section 8.11.2.1.**

A run is any segment of time required to transport students, has an established beginning and ending time, and is expected to be driven on a regular basis. A route is comprised of specific runs (AM/PM). Run times are established by the District.

Starting with the 2023-2024 bid year, the annual bid for routes, runs and buses will be in November and must be finalized by November 21. Route changes will be effective December 1. Routes will be posted five (5) working days prior to the start of the bidding process. Bids will be made on the basis of seniority with each driver having an opportunity to meet individually with the supervisor, or designee, to select their route and bus. When bid time is reduced due to decreased ridership, the least senior driver will receive the reduced bid time.

When ridership changes necessitate a change to a route/run following November bid process, least senior drivers will be identified for change to route/run to the extent possible. Written communication of the rationale for the change will be provided to the driver. Before a permanent route/run change, the impacted driver(s) will have the opportunity to suggest alternative solutions to Route Coordinator.

For purposes of this Agreement the application for the annual November shall be referred to as the "Bid Year" as follows:

- December 1, 2022 through November 30, 2023
- December 1, 2023 through November 30, 2024
- December 1, 2024 through November 30, 2025

Additional routes may become available after the annual November bid (e.g.: transportation of homeless students or students with newly identified disabilities). In the event a route is newly available or permanently vacated for any reason by the driver who was awarded the route by bid, the route will be considered open and available for bid. Within three (3) workdays, the open route will be posted for two (2) working days. A route is not open if an employee is placed on paid leave or if a route is held open consistent with other provisions of this Agreement. The route will be bid on and awarded according to seniority.

As buses are made available, within three (3) workdays, the open bus will be posted for two (2) workdays. The bus will be bid on and awarded according to seniority, where the route need allows.

**Section 8.11.3.**

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

**Section 8.11.4.**

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

**Section 8.11.5.**

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

**Section 8.11.6.**

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

**Section 8.11.7.**

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

**Section 8.11.8.**

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

**Section 8.11.9.**

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

**Section 8.11.10.**

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. Drivers and Bus Assistants subjected to paid time changes within a shift due to changes in ridership will accept notices of time increases with twenty-four (24) hour notice except in cases of urgent or high-priority needs and shall receive a five (5) day notice of a time decrease. When the department has student change information, the District shall determine when it can safely implement the change.

**Section 8.11.11. Driver Assignments.**

**Section 8.11.11.1.**

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

**Section 8.11.11.1.1.**

In accordance with Section 8.11.11.1.2 herein, the District shall have the right to assign fill-ins, standby duty, or vacated runs. The District shall have the right to assign drivers by reverse seniority (least senior). The District shall have the right to maintain efficiency when making assignments in accordance with Article II of the Agreement. This provision does not preclude the District from implementing layoffs in accordance with Article XI of this Agreement.



**Section 8.11.11.1.2.**

Regularly scheduled route drivers will not be involuntarily pulled off their regularly scheduled route to drive another work assignment unless a standby driver or substitute driver is not available. This change will be communicated verbally and as soon as possible, in advance of the driver being pulled off their route.

**Section 8.11.11.2.**

Drivers are obligated to manage their forty (40) hour workweek with up to five (5) hours of overtime (total of forty-five (45) hours worked per week) based on departmental time assignments. After the forty-five (45) hours, additional overtime is authorized by management or the Route Coordinator and is awarded by seniority first and is not to exceed an additional twelve (12) hours per month.

When potential violations of the above overtime rules are identified, the District, in consultation with the Union, will investigate the matter. If the violation is proven to be true, the employee will be disciplined as follows:

1. First Offense: Oral warning (to be documented in the working file) and reminder of overtime bidding procedures.
2. Second Offense: Not eligible to bid on any overtime for ten (10) school days.
3. Third Offense: Not eligible to bid on any overtime for the balance of the school year.

For purposes of transparency, weekly overtime hours for all drivers will be posted on the driver's field trip board, by Thursday of the immediately succeeding workweek, in order to monitor compliance with the above provision. Implementation of the above violation offenses will be disclosed to the Union President or designated representative.

**Section 8.11.11.3.**

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

**Section 8.11.12. Bus Driver Seniority.**

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

**Section 8.11.13. Removal From Run Due to Conflict.**

If an employee is involved in a conflict situation with a parent, student, or staff member, the Union, the District, and the employee will meet to discuss the situation including the possibility of reassigning the employee to a different run. In these situations, the District shall have the right to remove an employee from a conflict situation through reassignment. The reassigned employee's previous run/route shall be open for bid. The reassigned employee may bid on an open run/route or the District will assign the employee work equal to the hours of the run/route from which the employee was moved. The employee may also accept a new run/route which would result in a reduction in hours, if they choose.



**Section 8.11.14. Definitions of Work.**

**Section 8.11.14.1. Run.**

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

**Section 8.11.14.2. Route.**

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

**Section 8.11.14.3. Supplementary Work.**

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

**Section 8.11.14.4. Extra Work.**

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

**Section 8.11.14.5. Bidding.**

Bidding shall be defined as the act of indicating interest in driving regular routes/runs supplementary work, and extra work.

**Section 8.11.14.6. Emergency.**

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

**Section 8.11.14.7. Summer Work.**

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

**Section 8.11.15. Bidding Guidelines.**

**Section 8.11.15.1.**

A driver may bid for work up to a maximum possible straight time of forty (40) hours and an additional five (5) hours of overtime (total of forty-five (45) hours worked) per week. Holiday pay and hours worked on Sundays and holidays shall not limit bidding rights, but drivers may not bid to replace hours of paid or unpaid leave time. Drivers violating the forty-five (45) hour limitation without authorization may be subject to disciplinary action. All Sunday work shall be offered separately by seniority.

**Section 8.11.15.2.**

Drivers and substitute drivers shall bid regular routes (subs-sub/temps only), supplementary work, and/or extra work by signing the appropriate bid and/or sign-up sheet(s). The District shall award such work utilizing the appropriate bid and/or sign-up sheet(s). In the event that no driver or substitute driver submits a bid in accordance with this subsection, the District will utilize an all-call to offer the work. In the event that no



driver or substitute driver accepts the all-call, the District will authorize additional overtime (above forty-five (45) hours) and award the work by seniority utilizing the bid and/or sign-up sheet. In the event no driver or substitute driver submits a bid, the District will call substitute drivers to offer the work.

Bids entered by anyone other than the driver wishing the work will not be honored, with the exception that the driver may request bidding assistance from a Union Classification Representative and/or Officer, if needed. Bids may not be entered once the bid sheet has been pulled. All awarded bids are final.

**Section 8.11.15.3.**

Drivers shall not have the option of bidding for work that conflicts with the driver's regular assignment unless the Department indicates on the field trip sheet that runs or routes will be covered; provided however, pursuant to Section 8.11.19 drivers that can reasonably arrive at the school from which the field trip departs five (5) minutes prior to the field trip departure time shall be allowed to bid on the field trip.

**Section 8.11.15.4.**

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

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

**Section 8.11.15.5. Bid Notification.**

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

**Section 8.11.15.5.1.**

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

**Section 8.11.15.5.2.**

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



if the extra work is a non-contract day, weekend trip or holiday and it is canceled with less than forty-eight (48) hours' notice, the driver shall receive half of the posted trip time, not less than two (2) hours and not to exceed eight (8) hours.

**Section 8.11.15.6.**

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

When a trip is changed by thirty (30) minutes or more after the trip is awarded, drivers may decline the changed assignment at the time they are informed of the change. The driver will not be penalized if they notify dispatch two (2) hours prior to departure time provided they have received at least two (2) hours notice of change.

When trip time substantially increases during the course of the trip from posted time and puts the driver up to the overtime limit or into overtime, the driver shall not be required to forfeit other trip(s) they have been awarded and will not be subject to the violations specified in Section 8.11.11.2.

**Section 8.11.15.7.**

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

**Section 8.11.15.8. Academic Field Trips.**

Regular drivers without a mid-day run will be allowed to bid on mid-day field trips provided they are available for their other regular runs. Regular drivers on standby status can bid for the mid-day field trip but may not be awarded the trip due to standby needs on the day of trip. Substitute drivers will be utilized if no available regular driver has bid and been awarded the field trip.

**Section 8.11.15.9. Sports Trips.**

Regular drivers will be allowed to bid on sports trips provided they are available for their other regular runs. Regular drivers may bid for the return trip of a sports trip if the return trip does not conflict with their regular run. Regular drivers on standby status can bid for the sports trip but may not be awarded the trip due to standby needs on the day of the trip. Substitute drivers will be utilized if no available regular driver has bid and been awarded the sports trip.

**Section 8.11.16.**

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

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

**Section 8.11.17.**

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

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

**Section 8.11.17.1.**

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

**Section 8.11.18.**

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

**Section 8.11.19. Single Day and Evening Field Trips.**

Bus drivers will be paid for all time spent driving to and from the destination including waiting time, warm-up, checkout, and running time, and all necessary loading and unloading time on departure and return. If the bus is left in a dirty or unusable condition at the conclusion of the trip, necessary cleanup time will also be included. Unless otherwise instructed, bus drivers are to

arrive at the school from which the departure takes place five (5) minutes before the scheduled departure time. Drivers have to schedule their departure time from the bus garage to meet this requirement.

**Section 8.11.20. Overnight and Multiple Day Trips.**

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

**Section 8.11.20.1.**

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

**Section 8.11.21. Overnight Trips.**

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

**Section 8.11.22. Overnight Emergencies.**

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

**Section 8.11.23. Overnight Covered Costs.**

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

**Section 8.11.24. Bus Assistants.**

**Section 8.11.24.1.**

Bus Assistants shall be subject to the same procedures as Bus Drivers, such as bidding, in-service training, minimum route time, same clock-in time as the driver, time keeping, etc.

**Section 8.11.24.2.**

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

**Section 8.11.24.3.**

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



**Section 8.12. Nutrition Services.**

**Section 8.12.1.**

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

**Section 8.12.2. Nutrition Services.**

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

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

**Section 8.12.3.**

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

**Section 8.12.3.1.**

Central Kitchen Nutrition Services employees who are directed by their supervisor to work at another location outside of Central Kitchen in a single day shall be entitled to an additional ten dollars (\$10) per day. Assigned to the same school more than once per day shall be considered separate assignments. Assignment shall be made on a rotational basis from a list of volunteers

**Section 8.12.3.2.**

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

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

Nutrition Services employees working on "Special Occasions" shall be paid at the rate of time and one-half (1½) for hours worked beyond their regular schedule. "Special Occasions" shall be identified as catered Nutrition Services utilizing District kitchen facilities for preparation and/or cleanup.

**Section 8.12.5.**

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



**Section 8.12.6.**

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

**Section 8.12.7.**

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

**Section 8.12.8.**

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

**Section 8.12.9.**

Each truck driver shall receive four hundred dollars (\$400) every even year for ASTM rated safety shoes.

**Section 8.12.10**

The District will provide suitable gear (e.g.: subzero jackets) for all employees who regularly work in the freezer storage. Said gear will be cleaned, on an as needed basis by the District.

**Section 8.13. Shop.**

**Section 8.13.1.**

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

**Section 8.13.2.**

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

**Section 8.13.3.**

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

**Section 8.13.4.**

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

**Section 8.13.5.**

Each mechanic shall receive four hundred dollars (\$400) every even year for ASTM rated safety shoes.

**Section 8.13.6.**

A Washington State Patrol Inspection Incentive will apply to each mechanic as follows: (Inspection failure will only be due to mechanical errors.) Summer inspection (ninety-eight percent (98%) or above pass rate) four hundred seventy-five dollars (\$475).

**Section 8.13.7.**

The District will provide all-weather gear for mechanics. Said all-weather gear will be cleaned on an as needed basis, by the District.

**Section 8.13.8.**

Temporary transportation-shop related work shall be bid by seniority, however, due to stringent program requirements, acceptable attendance and work performance will also be factors in awarding such work.

**Section 8.13.9.**

Once an employee agrees to perform temporary transportation-shop related work, during specific time periods to support the State Inspection, the employees shall not bid on other work that overlaps with those specific time periods.

**Section 8.14. Paraeducator Division.**

**Section 8.14.1.**

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

**Section 8.14.2.**

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

**Section 8.14.3.**

School year assignments (for regular employees that are paid on timesheets that are) expected to run more than six (6) weeks will be counted as a regular assignment.

**Section 8.14.4.**

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



**Section 8.15. Overtime.**

**Section 8.15.1.**

All hours worked in excess of forty (40) hours per week OR eight (8) hours per day shall be compensated at the rate of one and one-half (1½) times the employee's hourly rate. The exception shall be if the employee is on or agrees to an alternate schedule for the workweek.

**Section 8.15.2.**

Any employee who works on a Sunday shall be compensated at the rate of twice the employee's hourly rate.

**ARTICLE IX**

**HOLIDAYS AND VACATIONS**

**Section 9.1. Holidays.**

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

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| 1. New Year's Day                | 8. 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                     | 14. Day after Day after Christmas |

**Section 9.1.1. Unworked Holidays.**

Employees will be paid for holidays provided they work the regular workday before and the regular workday after the holiday or the employee is on an authorized absence with pay. In the case of sick leave, a note from a medical provider will be required. Emergency school closures will not be counted as a regular workday for holiday pay criteria.

**Section 9.1.2. Worked Holidays.**

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

**Section 9.1.3. Holidays During Vacation.**

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



**Section 9.1.4.**

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

**Section 9.2. Vacations.**

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

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

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

**Section 9.2.1.1.**

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

**Section 9.2.1.2.**

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

**Section 9.2.1.3.**

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

**Section 9.2.1.4.**

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

**Section 9.2.1.5.**

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

**Section 9.2.1.6.**

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

**Section 9.2.1.7.**

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



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

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

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

**Section 9.2.3.**

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

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

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

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

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

**Section 9.2.4.**

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

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

**Section 9.2.5.**

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

**Section 9.2.6.**

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

**ARTICLE X**

**AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY**

**Section 10.1. – 10.10. Authorized Absences.**

**Section 10.1. 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 shift; provided, however, that should an employee's normal daily work shift 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 shift 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, bus drivers



and bus assistants shall schedule medical/dental/vision appointments during non-work hours and/or during mid-days. All other employees should make every effort to schedule such appointments outside of work hours. Notice of routine medical/dental/vision appointments shall be given by the employee to the supervisor at least two (2) days in advance.

**Section 10.1.1.**

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 10.1.2.**

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 of less than five (5) days when there is probable cause to suspect abuse.

**Section 10.1.3.**

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 10.1.4.**

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

**Section 10.1.5. 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 school 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 10.1.1. as provided in RCW 28A.400.300 (h). 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(i).

**Section 10.1.6. 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 10.1.7.**

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.

**Section 10.2. Temporary Disability.**

Temporary disability shall mean those disabilities caused by illness, accident, injury, pregnancy, miscarriage, childbirth, and recovery there from, which prevents an employee from fulfilling his/her work assignment for the District. Illness and injury benefits will be paid from the employee's accrual for the



period of actual disability, contingent upon compliance with and subject to the limitations contained in the following sections.

**Section 10.2.1. Utilization of Accumulated Illness, 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 10.2.2. Application Procedure For Temporary Disability 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 is to notify the Human Resources Department and the Payroll Department of the employee's intention to request an absence.

**Section 10.2.3.**

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

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

**Section 10.2.4. Return from Absence for Temporary Disability.**

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

**Section 10.2.5.**

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 a leave without pay.

**Section 10.3. Temporary Disability – Maternity.**

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

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

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

An employee who plans to take family medical leave must provide the District with a written request at least thirty (30) days in advance. If the family medical leave is not foreseeable, the employee must notify the District no later than the fifth day of absence that a family medical leave is needed and must provide a written request for a family medical leave at that time. The District may require the employee to provide certification from the employee’s health care provider or, depending on the circumstances, a family member’s health care provider.

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

**Section 10.5. Emergency Absence.**

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

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

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

**Section 10.6. Bereavement.**

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

- A. Maximum of five (5) non-cumulative 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, parents, or sibling.



- B. A maximum of three (3) non-cumulative 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 parent-in-law, 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 Human Resources Administrator.
- C. A maximum of one (1) non-cumulative units of absence for each occurrence without loss of pay shall be allowed for the 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 with pay for bereavement leave shall not be accumulated from year to year.

Employees shall notify supervisor in advance and communicate the number of days to be used for bereavement leave. Upon request, employee shall provide documentation verifying the need for bereavement leave per occurrence, using one (1) of the following: obituary, death certificate, online memorial site, or service program or other approved documentation.

**Section 10.7. 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 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 10.8. Court Actions (with 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 for by the District), meals, or lodging, shall be paid to the District.

**Section 10.9. Military Leave.**

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

- 1. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
- 2. The employee provides a signed copy of the 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. 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 10.10. – 10.12. Authorized Leave without Pay.**

#### **Section 10.10. General Guidelines.**

An employee may apply for leave without pay from the District by application in writing to the immediate supervisor. 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. Required military service.
- C. Service in the United States Peace Corps.
- D. Temporary disability.
- E. Other purposes deemed by the administration and the Board to be in the best interests of the District.

Leave shall not be granted for the purpose of working in another job for payment, except in situations under A, B and C. 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 10.10.1. Benefits.**

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.

#### **Section 10.10.2.**

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

#### **Section 10.10.3.**

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

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

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

**Section 10.11.1.**

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

**Section 10.11.2.**

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

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

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

**Section 10.13.**

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

**Section 10.14. Washington State Paid Family and Medical Leave.**

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

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



## ARTICLE XI

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 11.1.**

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

#### **Section 11.2.**

Each new hire shall remain on probationary status for a period of not more than sixty (60) actual days of work following the hire date. During this probationary period, the District may discharge such employee at its discretion. During the probationary period, discharge shall not be subject to the grievance procedure of this contract. The probationary period must be completed before an employee can be eligible to bid on a new job posting/opening (with the understanding that this does not apply to route polling and bidding in the transportation department). Employees who already have passed probation with the District, but have taken a new position, shall be subject to a thirty (30) 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 11.3.**

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

#### **Section 11.4.**

- A. The seniority of an employee shall be lost for the following reasons: Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

#### **Section 11.5.**

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 11.7.4.

#### **Section 11.6.**

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

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

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

**Section 11.7. 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 11.7.1.**

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

**Section 11.7.2.**

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 within seven (7) calendar days that they have not been hired.

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

**Section 11.7.3.1. Paraeducator Displacement.**

**Section 11.7.3.1.1.**

Employees will be displaced from their assigned buildings or sites starting with the least senior employee in a specific program at their assigned building/site being displaced first because of a reduction/reorganization need for that specific program at that building or site. A paraeducator shall be considered displaced if he/she has been reduced in regular employment hours that cause them to go below the individual SEBB eligibility or that resulted in the loss of more than one (1) hour per day if the paraeducator has four (4) or more years of service. The building administrator shall have the option to replace the lost time by utilizing available unassigned hours. When the administrator does not utilize this option, the paraeducator is eligible to participate in the District Accelerated Reemployment Program (DARP). Additional hours up to three point seven five (3.75) made available during the school year can be assigned to staff within the building who are qualified, experienced, and available.

**Section 11.7.3.1.2**

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

**Section 11.7.3.1.3**

In the event a displaced employee cannot be placed because no vacant position



exists for which the employee is qualified, the employee may be placed on the reemployment (layoff) list. If no displaced employee is qualified for a vacant position, then the vacant position may be filled according to standard practices.

**Section 11.7.3.2. Paraeducator DARP.**

**Section 11.7.3.2.1.**

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

**Section 11.7.3.2.2.**

Any time that there are twenty-five (25) or more displaced paraeducators, the Joint Labor Management Committee (JLMC) shall be convened. The JLMC shall be composed of three (3) Union and three (3) District representatives. The JLMC shall be empowered to assign paraeducators to current vacant positions of up to thirty (30) minutes more than the hours the paraeducator previously worked. When the JLMC is to be convened, vacant paraeducator positions will be posted on the District's website at least five (5) days prior to when the JLMC is to convene.

**Section 11.7.3.2.3.**

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

**Section 11.7.3.2.4.**

If an employee on the DARP list declines an offer of a position that is substantially equal to his/her previous position, he/she will be removed from the DARP list and will forfeit any seniority rights and Section 11.5 will not apply regarding seniority rights being retained. Further, a displaced employee's decline of an offer regarding a position that is substantially equal to his/her previous position counts as one refusal of employment under Section 11.7.4.4. Substantially equal shall be within two (2) hours per day at the same rate, or the same hours within ten percent (10%) of the hourly rate.

**Section 11.7.3.2.5.**

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



**Section 11.7.3.2.6.**

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

**Section 11.7.3.2.7.**

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

**Section 11.7.4. Layoffs.**

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

**Section 11.7.4.1.**

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

**Section 11.7.4.2.**

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

**Section 11.7.4.3.**

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

**Section 11.7.4.4.**

Right to reemployment as provided in Section 11.7.4. shall be forfeited in the event the requirements of Sections 11.7.4.2 and 11.7.4.3 are not complied with or if the offer of reemployment is not responded to within ten (10) working days. Further, the right to reemployment as provided in Section 11.7.4 shall be forfeited in the event an employee twice refuses an offer of employment and shall forfeit all rights to further employment with the District.



**Section 11.8.**

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

**Section 11.9. Position Descriptions.**

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

**Section 11.10. Posting of Openings.**

The District shall publicize new job openings and vacancies represented by the bargaining unit within the departments and school buildings, where such open positions occur. Such postings shall be made at least five (5) working days prior to permanently filling the position. A copy of the job posting shall be forwarded to the Union President.

**Section 11.10.1.**

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.

**Section 11.10.2.**

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

**Section 11.10.3.**

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

**Section 11.10.4.**

Internal employees applying for vacant positions will be considered for vacant positions prior to the consideration of external applicants. If there are fewer than three (3) qualified senior internal candidates, both will be interviewed. If there are three (3) or more qualified internal candidates, the principal or supervisor may elect to initially interview only two (2) qualified candidates. Subject to applicable State and Federal law, the District will continue to support the goal of recruiting and maintaining a diversified workforce.



## ARTICLE XII

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

#### **Section 12.1.**

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

#### **Section 12.1.1.**

No employee may be terminated for poor job performance unless the employee has received two (2) separate warning notices in a twelve (12) month period. Formal written improvement plans may also serve as warning notices, so long as a statement to that effect is included in the plan. Warning notices shall be provided to the Union within ten (10) District business days of the conference.

#### **Section 12.2.**

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

#### **Section 12.3.**

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

#### **Section 12.4.**

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

#### **Section 12.5. Personnel File.**

The District personnel file shall be maintained in the Human Resources Department. The employee shall have the right to inspect his/her file upon scheduled appointment. The employee may have representation at such time. Upon request, the employee may receive a copy of all documents maintained in the file, except confidential references. 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). Employees may be required to sign documents placed in their personnel file to signify receipt only, which will be indicated on such documents.

#### **Section 12.5.1.**

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

#### **Section 12.6. Working File.**

The employee shall have the right to inspect his/her supervisor's working file upon scheduled

appointment. Upon request, the employee may receive a copy of all documents maintained in the file, except confidential references.

**Section 12.7.**

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

**Section 12.8.**

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

**ARTICLE XIII**

**INSURANCE AND RETIREMENT**

**Section 13.1.**

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

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

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

**Section 13.4.**

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

**Section 13.5.**

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

**Section 13.6.**

The parties agree to meet in labor management to revise the insurance benefits Section of this Agreement to bring the contract into compliance with a legislative mandate, if any, regarding coverage under the School Employees Benefits Board.



## ARTICLE XIV

### STAFF DEVELOPMENT

#### **Section 14.1.**

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

#### **Section 14.1.1.**

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

#### **Section 14.1.2.**

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

#### **Section 14.2.**

One (1) day will be added to the work calendar for all less than twelve (12) month employees for the purpose of training.

For the Transportation Department, these eight (8) hours will encompass four (4) hours of in-service and four (4) hours of professional development.

Four (4) hours of professional development will occur during the District PD day. The in-service will be held on the 3<sup>rd</sup> Monday of August.

#### **Section 14.3.**

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

#### **Section 14.4.**

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

#### **Section 14.5. Paraeducator Competency Criteria.**

#### **Section 14.5.1.**

Paraeducators shall present evidence of skills and knowledge necessary to meet the needs of students in their current assignment and shall be under the supervision of a certificated teacher or

a certificated educational staff associate (ESA). All paraeducators shall meet NCLB standards for paraeducators. In addition to the NCLB standards, paraeducators may present evidence of training and experience, including the completion of Washington State Paraeducator Competencies, to meet the needs of students in their regular assignment.

**Section 14.5.2.**

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

**Section 14.5.3.**

Time spent in required training, that has been approved by the paraeducator's supervisor, will be compensated at the employee's base hourly rate.

**Section 14.5.4.**

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

**A R T I C L E   X V**

**GRIEVANCE PROCEDURE**

**Section 15.1. Introduction.**

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

**Section 15.2. Definitions.**

**Section 15.2.1. Grievant.**

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

**Section 15.2.2. Grievance.**

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

**Section 15.2.3. Appropriate Supervisor.**

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

**Section 15.2.4. Days.**

"Days" shall mean District business days (Monday through Friday); provided, however, the parties shall, during the traditional break periods, work constructively to process grievances as



rapidly as possible. Grievants who find themselves in extraordinary circumstances beyond their control may request a modification of the timelines pursuant to 15.3.1.C.

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

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

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

#### **Section 15.3.2. Confidentiality.**

- A. All matters pertaining to specific grievances may be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance process.
- B. Confidentiality. All documents, communications and records dealing with grievances 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, be delayed after it is initiated and before the decision is delivered at any step of the formal procedure. The aggrieved party may reinstate the grievance within thirty (30) days after notice to delay is received by the Superintendent, but not thereafter. A grievance may be withdrawn by the aggrieved party at any time.

#### **Section 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 a layoff with the exception of issues/disputes related to Article XI and Section 12.8, which shall be subject to the grievance procedure
- H. Adverse warranted reclassifications

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

**Section 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;
- C. The remedy sought; and
- D. The signature of the grievant.

A copy of the grievance shall be delivered to the appropriate administrator. The filing of the grievance at Level I must be within fifteen (15) District business days from the alleged occurrence or the time the grievant should have known. Within ten (10) District business days of receipt of the grievance, the appropriate administrator shall meet with the grievant, who may be represented by the Union, in an effort to resolve the grievance. Grievances related to paycheck errors must be filed within thirty (30) 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 appropriate administrator shall deliver a written decision to the grievant within five (5) District business days after the meeting is held.

**Section 15.4.2. Level II.**

If the grievant is not satisfied with the disposition of the grievance at 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 will be to resolve the issue in the most fair and equitable manner.

If the Level II meeting is not held within the specified timelines the Union may appeal the grievance to Level III.

**Section 15.4.3. Level III.**

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

**Section 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 ten (10) District business days, the Union may request that the grievance may be submitted before an impartial arbitrator. Such a request must be stated in writing to the Superintendent within fifteen (15) District business days of receipt of the decision rendered at Level III. The Union shall notify the District if it has declined to support a grievance and the grievant has made an appeal to the state level of the Union. Upon such notice, the parties will mutually agree to an extension of the timelines.

If, within ten (10) District business days after receipt of a request for arbitration from the Union, the parties cannot mutually agree on an arbitrator, then the parties shall request a list of arbitrators be submitted by the American Arbitration Association. An application form shall be sent according to the voluntary rules of the Union for a list of seven (7) names. Within ten (10) District business days from receipt of the list each side shall alternately strike names until one (1) name remains. If the remaining name is unacceptable to either or both parties, a second list of seven (7) names shall be requested from the American Arbitration Association. Within ten (10) District business days of receipt of this list, each side shall alternately strike a name until one (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 borne equally by 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 school district in the State of Washington, including Federal Way Public Schools and is hired to perform work similar, as determined by Human Resources, to that in which previously engaged, shall be given longevity credit in the District in accordance with this Article and RCW 28A.400.300.(2).

**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 schedule 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 schedule placement and benefits. Seniority is defined as credit for years of service as provided in Article XI of this Agreement.

**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.**

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

**Section 17.2.**

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



**Section 17.3.**

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

**Section 17.3.1.**

Any permanent employee who changes job positions within the same classification/service department as per Section 1.3, will remain at the same year placement on the salary schedule. If a permanent employee changes to a job position in a different classification/service department as per Section 1.3, then the District will review the employee's experience and qualifications to determine an appropriate year placement on the salary schedule. Employees who change job positions will retain their classification seniority and service department seniority per Section 1.3.

**Section 17.4.**

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

**Section 17.5.**

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

**Section 17.6.**

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

**Section 17.7. Summer Work Assignments**

Employees with perfect attendance during summer work assignments of fifteen (15) or more days shall be entitled to a one hundred dollars (\$100) bonus; work assignments of forty (40) or more days shall be entitled to a two hundred dollars (\$200) bonus.

**Section 17.8. Classification Adjustments.**

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

**Section 17.9. Functional Core and Employment Transition Program Paraeducator Fitness for Duty.**

Effective February 1, 2019, employees need to pass a fitness for duty examination based on the minimum qualifications of their position, prior to employment in a functional Core Program (FCP) or Employment Transition Program paraeducator position. Employees will be reimbursed for the cost of testing after six (6) months of employment, upon submission of receipt.



## ARTICLE XVIII

### TERM AND SEPARABILITY OF PROVISIONS

#### **Section 18.1.**

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

#### **Section 18.1.1.**

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

#### **Section 18.2.**

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

#### **Section 18.3.**

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

#### **Section 18.4.**

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

#### **Section 18.5.**

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

#### **Section 18.6. No Lock Out/No Strike.**

For the duration of this Agreement, the employer will not lock out employees nor will the employees engage in any strike or other work stoppage. In the event another bargaining unit engages in a strike during the terms of this Agreement, the work year of the members of this bargaining unit will also be adjusted and rescheduled following the strike to ensure that 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. Annual written evaluations will be completed and distributed on the following schedule:

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

Goals, standards, observations, and/or other performance assessment data will be the basis of evaluation for all bargaining unit employees. If an employee reports to multiple supervisors, teachers, or programs, the primary evaluator will consider input from all appropriate sources. Goals and/or standards to be used as part of the evaluation process will be presented to the employee on or before January 15. For employees hired on or after January 15, goals and/or standards to be used in their evaluation will be presented to the employee within sixty (60) days of hire.

In the absence of specialized goals or standards, the information contained in specific written instructions or training materials provided by a supervisor or program manager; or information, feedback, goals, or standards presented on the employee's annual evaluation completed at the end of the previous school year will suffice as evidence of the performance goals or standards, or the notification of a need for improvement. If the employee desires a conference with the supervisor or evaluator to present or discuss goals or standards, they must request this meeting on or before January 30.

#### **Section 19.1.1.**

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

#### **Section 19.1.2.**

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

#### **Section 19.1.3.**

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

#### **Section 19.1.4.**

No employee may be terminated for poor job performance unless the employee has received two (2) separate warning notices in a twelve (12) month period. Formal written improvement plans may also serve as warning notices, so long as a statement to that effect is included in the plan. Warning notices shall be provided to the Union within ten (10) District business days of the employee being so notified.

**Section 19.1.5.**

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

**Section 19.2.**

Supervisors will schedule a meeting with all employees receiving unacceptable marks on any section of their annual or probationary evaluations to review the areas of concern and plan for remediation. For the annual evaluations, this meeting, regarding unacceptable marks, will take place on or before that employee's last scheduled workday. For probationary evaluations, this meeting will take place on or before the last day of their probationary period. Other employees may request a meeting in writing to discuss their evaluation. This meeting must be requested within five (5) working days of the receipt of their evaluation and will be scheduled with the supervisor within ten (10) working days of the receipt of the request for the meeting.

**Section 19.3.**

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 regarding performance with the immediate supervisor or representative of the District.

**Section 19.4.**

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

**Section 19.5.**

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

**ARTICLE XX**

**SAFETY**

**Section 20.1.**

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



**Section 20.2.**

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

**Section 20.3.**

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

**ARTICLE XXI**

**SUMMER TRANSPORTATION EMPLOYMENT**

**Section 21.1.**

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

**Section 21.2.**

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

**Section 21.2.1.**

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

**Section 21.3.**

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

**Section 21.4.**

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

**Section 21.5.**

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



**Section 21.5.1.**

Summer work shall be bid separately from school year work. The expected commitment of drivers to their summer work shall be comparable to the school year, except that employees may request up to five (5) days of leave without pay.





### Schedule A

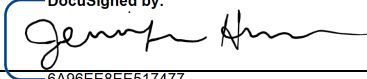
Federal Way Public Schools												
Public School Employees Salary Schedule												
Effective Sept. 1, 2022												
	Year 1		Year 5		Year 10		Year 15		Year 20		Year 25	
<b>Paraeducators</b>												
01 Paraeducators	\$23.20		\$23.66		\$24.13		\$24.61		\$25.10		\$25.60	
02 FCP & ETP & APE Programs	\$25.00		\$25.50		\$26.01		\$26.53		\$27.06		\$27.60	
		w/Cert		w/ Cert		w/Cert		w/Cert		w/Cert		w/Cert
		SNA		SNA		SNA		SNA		SNA		SNA
<b>Nutrition Services</b>												
01/11 Cashier - Kitchen Assistant	\$20.27	\$20.77	\$20.68	\$21.18	\$21.09	\$21.59	\$21.51	\$22.01	\$21.94	\$22.44	\$22.38	\$22.88
02/12 Assistant - Central Kitchen	\$20.77	\$21.27	\$21.19	\$21.69	\$21.61	\$22.11	\$22.04	\$22.54	\$22.48	\$22.98	\$22.93	\$23.43
03/13 Elementary KM	\$22.44	\$22.94	\$22.89	\$23.39	\$23.35	\$23.85	\$23.82	\$24.32	\$24.30	\$24.80	\$24.79	\$25.29
04/14 Secondary KM	\$23.61	\$24.11	\$24.08	\$24.58	\$24.56	\$25.06	\$25.05	\$25.55	\$25.55	\$26.05	\$26.06	\$26.56
05/15 Lead Cook/Lead HACCP/Catering	\$27.22	\$27.72	\$27.76	\$28.26	\$28.32	\$28.82	\$28.89	\$29.39	\$29.47	\$29.97	\$30.06	\$30.56
06/16 Central Kitchen Truck Driver	\$29.06	\$29.56	\$29.64	\$30.14	\$30.23	\$30.73	\$30.83	\$31.33	\$31.45	\$31.95	\$32.08	\$32.58
07/17 Pot/Pan - Central Kitchen	\$22.37	\$22.87	\$22.82	\$23.32	\$23.28	\$23.78	\$23.75	\$24.25	\$24.23	\$24.73	\$24.71	\$25.21
08 Warehouse Lead	\$33.52	\$34.02	\$34.19	\$34.69	\$34.87	\$35.37	\$35.57	\$36.07	\$36.28	\$36.78	\$37.01	\$37.51
<b>Transportation</b>												
01 Bus Assistants	\$22.54		\$22.99		\$23.45		\$23.92		\$24.40		\$24.89	
03 Bus Drivers	\$29.06		\$29.64		\$30.23		\$30.83		\$31.45		\$32.08	
07 Driver Trainers	\$32.03		\$32.67		\$33.32		\$33.99		\$34.67		\$35.36	
04 Shop Mechanic Helper	\$30.28		\$30.89		\$31.51		\$32.14		\$32.78		\$33.44	
06 Shop Journey Mechanic	\$36.65		\$37.38		\$38.13		\$38.89		\$39.67		\$40.46	
16 Lead Journey Mechanic	\$37.73		\$38.48		\$39.25		\$40.04		\$40.84		\$41.66	
<b>Distribution Center</b>												
02 Operations Support	\$30.13		\$30.73		\$31.34		\$31.97		\$32.61		\$33.26	
09 Science Kit Assistant	\$20.77		\$21.19		\$21.61		\$22.04		\$22.48		\$22.93	
Notes:												
2022-23: Differentiated												
Three \$500 retention incentive payments over the course of the 2022-23 school year (Total of \$1500 during 2022-23)												
All steps set to equal 2% increase												
2023-24: IPD + 1%												
2024-25: IPD												
School Nutrition Association (SNA) Certification = .50 cents per compensated hour												
Truck Drivers hired after 8/31/04 ineligible												
**Guest employees compensated at first step of salary schedule												



**SIGNATURE PAGE**

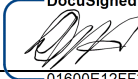
PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

FEDERAL WAY CHAPTER, #704

BY:   
6A96EE8EE517477...  
Jennifer Hoover, Chapter President

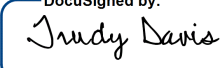
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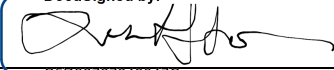
FEDERAL WAY PUBLIC SCHOOLS #210


BY:   
01600E12EF35439...  
Dr. Dani Pfeiffer, Superintendent


DATE: 2/22/2023

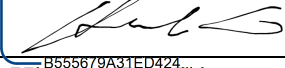
FEDERAL WAY SCHOOL BOARD

BY:   
7700608EF8834F1...  
Trudy Davis, President

BY:   
C5D38787849047C...  
Quentin Morris, Director District 1

BY:   
8591638C3AD0485...  
Dr. Jennifer Jones, Director District 2

BY:   
7C4F38619ADC477...  
Luckisha Phillips, Director District 3

BY:   
B555679A31ED424...  
Hiroshi Eto, Director District 5