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COLLECTIVE BARGAINING AGREEMENT BETWEEN

FEDERAL WAY PUBLIC SCHOOLS DISTRICT #210

AND

PUBLIC SCHOOL EMPLOYEES OF FEDERAL WAY PUBLIC SCHOOLS DISTRICT #704

SEPTEMBER 1, 2025 - AUGUST 31, 2028

Public School Employees of Washington / SEIU Local 1948
www.pseclassified.org
PO Box 798
Auburn, WA 98071-0798
866-820-5652

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DECLARATION OF PRINCIPLES

1. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

2. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

3. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of the employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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).

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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 (2) classifications:
  - Central Kitchen Staff and School Kitchen Staff
  - Central Kitchen Truck Drivers and Warehouse Staff
- Transportation Services, which includes the following four (4) 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 1.4. 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 1.5. 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 7.7, Section 7.8 and Section 22.2. (Schedule A – Substitute Pay Rate).

Section 1.5.1. Background Check Reimbursement.
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.

Section 1.6. Returning Employees.
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.

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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. Union Participation.
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. Personal Concerns.
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. Meetings With a Supervisor.
An employee may request a conference with his/her supervisor. The employee may inspect his/her pay-related records, personnel file and working file 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.

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Section 3.4. Non-Discrimination.
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. Communication Responsibility.
Clear communication is the responsibility of both the employee and the supervisor.

Section 3.6. 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 3.6.1. Removal of Material from Personnel File.
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 3.7. 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. Employees may submit a written request to have employee-related material removed twenty-four (24) months after its inclusion. In response, the District will evaluate the nature and/or frequency of the conduct involved, as well as any legal obligations regarding record retention.

Section 3.8. Directed Meetings.
The District will give advance notifications to an employee about the purpose of a meeting when said meeting will result in a progressive disciplinary step of action. Employees have the right to have Union representation present at any meeting 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 unreasonably delay the investigatory interview.

The District shall advise the employee at the time of scheduling if the meeting involves a discussion that might reasonably lead to disciplinary action. If an employee is put on paid administrative leave (PAL) or is to receive a letter of reprimand (LOR), the Union President and Field Representative will be notified.

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ARTICLE IV

RIGHTS OF THE UNION

Section 4.1. Union Rights of Interest for all Employees.
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. Union Release Time.
Union release time is designated for the instance when an employee is participating in activities that support their Union at a local, state, or national level. 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 4.2.1. Union Release Time - State President.
The Employer agrees to grant full-time paid release time to any employee elected as State President of the Public School Employees of Washington/SEIU 1948 (PSE) for the entire term, under the following conditions:

The Union will reimburse the Employer for the "fully burdened cost of the position" incurred during the employee's paid leave. The Union will provide this reimbursement by the twentieth (20th) of each month for the previous month or another mutually agreed date. During this leave, the employee will remain an employee of the Employer with a status of "paid administrative leave,"

retaining all wage increases, benefits, lump sums, and any additional pay or benefits as eligible as a Union bargaining unit covered employee. The employee will continue to accrue seniority and retirement service credits but will only accrue sick leave as specified in the Collective Bargaining Agreement and not vacation leave. Sick leave must be submitted as taken per policy, and the employee's sick leave balance upon return will not exceed what it was at the start of the leave. However, if the balance was below forty (40) hours, the employee will retain up to forty (40) hours upon return.

If the employee separates from the Employer without returning, leave balances will not exceed those at the start of the leave. The employee is entitled to return to a similar position with the same pay, hours, and conditions and must provide sixty (60) days' notice. If the position has been abolished or revised, the parties will collaboratively identify a substantially similar position, and the Employer will assess and provide necessary training for the new role. The Union will defend, indemnify, and hold the Employer harmless from any costs or liabilities arising from claims related to the actions of the President or their leave terms during the absence. Additionally, the Employer shall be insured under the Union's D&O policy, general liability policy, and umbrella policy for actions taken in fulfillment of their duties as Union State President.

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Section 4.2.2. Union Release Time - Zone Director, Zone Elected Positions, and Union State Business.

Release time for Union members requested by the Public School Employees of Washington/SEIU Local 1948 State organization may be granted to the employee. The cost of the employee's salary and benefits for the duration of the employee's release time will be maintained by Public School Employees of Washington/SEIU Local 1948. The District will grant one hundred twenty (120) hours per school year.

Section 4.2.3. Union Release Time - Local Union Business.

The District shall provide paid time off for members of the Union to engage in Union-related activities, attend regional, State, or District meetings when the purpose of such meetings are in the best interests of the District. Requests to use leave will be approved by the employee's supervisor. Such Union-related activities may include, but are not limited to, the following: membership drives or events, Classified Appreciation Week, new employee orientations, conventions, and legislative conferences. This leave shall be limited to a maximum of two-hundred and forty (240) hours collectively per school year. The Association agrees to reimburse the District for any incurred costs related to work time/overtime and/or the assignment of a substitute. Release time for negotiations is exempt from the two-hundred and forty (240) hours.

Section 4.3. Union Release Time Evaluation.

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

Section 4.4. Union Release for Meetings with the District.

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.

Section 4.5. Contract Bargaining Agreement Distribution.

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 the Agreement. Otherwise, the complete Agreement will be posted on the HR page of the District's website in a downloadable PDF form.

Section 4.6. Site Based Decision Making.

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

Section 4.7. Representatives of the State Union.

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.

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Section 4.8. 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 4.8.1. Removal of Notices.
The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.8.2.
The School Board and/or District Administrative staff shall not assume responsibility or liability for any notices posted by the Union or its members.

Section 4.9. 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 4.10. 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 in 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.

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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.

Section 5.4. Bargaining Unit List.
The District shall provide Public School Employees of Washington (membership@pseofwa.org) on a monthly basis an electronic notification of the pay assignment report, for all employees of the bargaining unit, containing at a minimum the following information if available: full legal names, date of hire, mailing addresses, personal phone number, work phone number, work email, personal email, seniority date, job title, rate of pay, hours per day, days per year, and primary work location in electronic 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. The District will regularly provide the Union with electronic notices regarding employees who have resigned, been terminated, transferred into or out of the bargaining unit, or are on a leave of absence. Such notices shall include leave dates and anticipated return dates if known.

Section 5.5. New Employee Orientation.
The Union shall have the right to make an exclusive thirty (30) minute presentation to new employees at the conclusion of the District New Employee Orientation (NEO). New employees will be compensated for participation in alignment with District practice. The District will provide the Union Member Service Engagement Specialist (MES), Chapter President and Chapter Membership Officer, 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, the Chapter President and Chapter Membership Officer, and membership@pseofwa.org of the Union bargaining unit employees participating in New Employee Orientations at least two (2) day prior to the scheduled time.

Section 5.6. Hold Harmless.
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 5.7. 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.

Section 5.8. Authorization and Revocation.
The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of

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Washington (PSE) in accordance with the terms and conditions of the authorization. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation.

ARTICLE VI

UNION 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.

Section 6.4. 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 6.5. Labor Management Minutes.
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 6.6.
Union representatives, when leaving their work to attend meetings, called pursuant to Section 6.4. above, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The representatives will report to their supervisors when they return to work.

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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Standard Work Week.
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 7.2. Regular Work Shift.
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 11.2.8, which provides alternative notice provisions.

Section 7.3. Minimum Shift.
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. Transportation runs shall not be considered split shifts. The District may offer intermittent pieces of work in fifteen (15) minute increments to existing Nutrition Services employees for completion of this work outside of their scheduled shift. Bus starters shall be compensated for a minimum shift of one (1) hour.

Section 7.4. 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 7.5. Job Share Application.
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 7.5.1. 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.

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Section 7.6. Work Calendars.

Section 7.6.1. Work Calendars - Year Round Employees.

Full Time Employees

Employees who work year round shall have their calendars provided to them no later than August 1st each year. The calendar information shall include any days that are considered X-Out periods.

Meeting About Calendars

Year round employees will meet with their Administrator the first week of August and shall be specifically informed of their calendars and attendance requirements to include but not limited to District training, building shut down operating procedures, inclement weather and unusual closures, and any X-Out times for vacation.

Section 7.6.2. Work Calendars - Less Than Year Round Employees.

With the exception of Paraeducators, employees who work less than full time will be provided their calendars no later than two (2) weeks prior to the first day an employee is expected to report to work. Calendars shall be accessible on the website and easily identifiable by job type as applicable. Employees hired after the first day of the school year will receive their calendars no later than the new employee orientation and be able to access calendars on the website.

Meeting About Calendars

Less than year round employees will meet with their Administrator within five (5) working days of the start of their assignment and shall be specifically informed of their calendars and attendance requirements on non-student days to include but not limited to District training, student led conferences, inclement weather and unusual closures.

Section 7.6.3. 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 7.6.4. Paraeducator Division Calendar.

Paraeducators shall be provided with school calendars no later than two (2) weeks prior to the first day an employee is expected to report to work for the upcoming school year. Paraeducators hired after the first day of school will receive their calendars no later than the new employee orientation and be able to access calendars on the website. Such notification does not constitute a personal contract and is subject to change. Paraeducators will meet with their Principal within five (5) working days of the start date of their assignment and shall be specifically informed of their calendars and attendance requirements on non-student days, to include but not limited to District trainings, student led conferences, inclement weather and unusual closures, based on their respective calendar type. Calendars shall be accessible and easily identifiable to Paraeducators by job type. (example: 6 hour paraeducator, 3.5 hour paraeducator, etc.) 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.

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Section 7.6.5. Paraeducator Worksite Calendars – New Hires.
Newly hired, or new to the building paraeducators will meet with their principal or their designee within twenty (20) 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 7.6.6. Calendar Survey.
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 7.7. Meal Breaks.

Unpaid Meal Breaks.

a. 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 between the second and fifth hour of the shift. 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.

Paid Meal Breaks.

a. Employees must be paid for meal breaks if they are required to remain on duty, on-call on the premises or work site, or they are called back to work interrupting their meal break period.
b. 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.
    i. *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 7.8.*

Section 7.7.1. Employment and Transition Paraeducators (ETP) Meal Breaks.
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 7.7.2. Nutrition Services Drivers Meal Breaks.
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 7.7.3. Unpaid Meal Breaks.
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.

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Section 7.7.4. Missed Meal Periods.
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 7.8. Rest Breaks.
Employees represented by Public School Employees Bargaining Unit are entitled to rest breaks and meal breaks as listed below:

- Employees shall be allowed one (1) paid fifteen (15) minute rest break for each four (4) hours of working time.
- Rest breaks must be scheduled as close to the middle of the work shift as possible. No employee shall be required to work more than three (3) hours without a rest break.
- Employees who work eight (8) hours are entitled to two (2) scheduled paid fifteen (15) minute rest breaks.
- Rest periods for employees who work eight (8) hours should be scheduled as close to the completion of the first two (2) hours worked and prior to the last two (2) hours worked as possible.

Meals and Rest Breaks
Employee meals and rest breaks will not be consecutive by default. Employees and their supervisors may agree that a meal period may be combined with a rest period. This Agreement may be revisited with the supervisor upon request of employee.

Restroom Breaks
Employees must be provided with reasonable access to bathrooms and toilet facilities. The District cannot restrict the use of bathroom or toilet facilities to rigid time schedules (e.g., only during scheduled breaks), or impose unreasonable time use restrictions.

Section 7.9. Higher Level Work for Higher Level Pay.
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 7.10. Additional Work Assignments.
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 7.11. Unusual School Closures.
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 or a late start, then the District shall make every effort to notify all employees to refrain from coming to work or when applicable, to adjust their work schedules in the event of late start.

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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 7.11.1 Absences During Unusual School Closures.
Employees who report late for work or leave early due to conditions spelled out in Section 7.11. will be required to make up the time on a straight-time basis as mutually agreed by the supervisor and employee. Employees who do not make up the time will take a salary deduction equal to the amount of time they have missed.

Section 7.12. Meetings Called by Administration.
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 7.13. Substitutes for Temporary Vacant Positions and Relieving Workloads.
The District will make a reasonable effort to call in a substitute whenever a position is temporarily vacant due to employee absence and a heavy workload requirement exists.

Section 7.14. Overtime.

Section 7.14.1. Overtime Provisions.
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 7.14.2. Work on Sunday.
Any employee who works on a Sunday shall be compensated at the rate of twice the employee's hourly rate.

Section 7.15. Extra Time for Technology.
Employees will be given access to a designated area with a computer to read District-related emails or communications. Employees are not required to have District email on their personal phones. Urgent communication, as defined by their supervisor as information employees need to know will also be provided in print at the employee's central work location.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. 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
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Day before Christmas
12. Christmas Day
13. Day after Christmas
14. Day after Day after Christmas

Section 8.1.1. 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. Emergency school closures will not be counted as a regular workday for holiday pay criteria.

Section 8.1.2. 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 8.1.3. 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 8.1.4.
All employees fulfilling their summer assignments, consistent with Summer Transportation Employment, Section 19.6, who work their last scheduled day before and first scheduled day after July 4, shall be compensated for the holiday.

Section 8.2. 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 8.2.1. 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 8.2.1.1.
An employee with less than three (3) years of service will receive fourteen (14) days of vacation per year.

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Section 8.2.1.2.
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 8.2.1.3.
An employee with five (5) but less than ten (10) years of service will receive eighteen (18) days paid vacation per year.

Section 8.2.1.4.
An employee with ten (10) but less than fifteen (15) years of service will receive twenty (20) days paid vacation per year.

Section 8.2.1.5.
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 8.2.1.6.
An employee with twenty-one (21) years of service or more will receive twenty-five (25) days paid vacation.

Section 8.2.1.7.
Twelve (12) month employees are exempt from the limitations of Section 9.2.3.1.

Section 8.2.2. 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 8.2.3. Calculation of Credit.
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 8.2.3.1. 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 following conditions are true:

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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. Depending on the needs of the building or department, the District may limit the number of staff on vacation per day.
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.
E. Vacations will not be approved in the weeks that the first and last day of school occur.
F. Exceptions to approval of vacation in Section E may be considered on a case-by-case basis for exceptional or one-time events, to include, but not limited to, weddings, graduations, or significant milestones. Such requests need to be submitted with the initial request to the supervisor.

Appeals:
If an employee believes their vacation request has been unreasonably denied, the employee may file an appeal to the Human Resources Director or designee to issue a decision.

Section 8.2.4. Vacation Carryover.
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 8.2.5. Cashout of Vacation Benefits.
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 8.2.6. Years of Service Calculation.
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.

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ARTICLE IX

AUTHORIZED ABSENCES AND AUTHORIZED LEAVES WITHOUT PAY

Section 9.1. Illness and Injury Leave.
Each employee shall accumulate one (1) day of illness and injury leave for each calendar month worked. An employee who works less than a full month will receive a computed percentage of days of his/her regular current working day. Illness and injury benefits shall be vested when earned and shall be accumulated up to a maximum of the number of days in the employee's work year. The District shall project the number of annual days of illness and injury benefits at the beginning of the school year according to the estimated calendar months the employee is to work during that year.

Illness and injury benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work 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. Sick leave can be used and will be granted in accordance with applicable laws according to state law provisions and those contained in this Agreement.

Section 9.1.1. Calculation of Illness and Injury Benefits.
All illness and injury benefits will be shown by hours on paychecks. Hours will be recalculated for an employee when any permanent assignment of fifteen (15) minutes difference per day occurs.

Section 9.1.2. Physician Note.
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 9.1.3. Family Members.
The employee may use illness and injury benefits to care for a family member with a mental or physical illness, injury, or health condition, or who needs medical diagnosis, or preventative medical care. For purposes of this section, in accordance with RCW 49.46.210, "family member" means any of the following:

a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
c. A spouse
d. A registered domestic partner
e. A grandparent
f. A grandchild
g. A sibling

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Section 9.1.4.
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 9.1.5. Retention of Accrued Illness and Injury Benefits.
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 9.1.6. Sick Leave Attendance Incentive Program.
The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and rules and regulations promulgated pursuant thereto, are by this reference incorporated herein.

Section 9.2. Washington State Paid Family and Medical Leave (PFML).
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. The employee may choose to supplement with their available paid leave entitlements while on PFML, to make their compensation whole.

Section 9.3. 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.

1. An eligible staff member will be entitled to twelve (12) work weeks of uncompensated leave during any twelve (12) month period measured backward from the date leave is first used under the rules and regulations applicable to the Family and Medical Leave Act (FMLA). The twelve (12) week entitlement will include weeks within which a holiday occurs but will not include periods of time for which the District's activities have temporarily ceased, and employees are not expected to report for work for one (1) or more weeks (i.e., winter, spring or summer break).
2. In any case where both spouses are employed by the District, each spouse will receive the same leave allowed for an individual staff member under the law.
3. An eligible staff member must first exhaust accrued injury and illness leave, provided under the Agreement. The twelve (12) weeks of leave entitlement will include and count such time used for other leaves.

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4. Individuals requesting maternity leave can access disability leave in addition to twelve (12) weeks of FMLA leave.
5. "Eligible staff member" means a staff member who has been employed for at least one (1) year and who has completed at least one thousand, two hundred and fifty (1,250) hours of service during the twelve (12) months immediately before the leave is requested. A staff member is presumed to have worked 1,250 hours if the staff member has been employed for at least (12) months by the District (full-time staff members).

Section 9.4. 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 9.5. 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 9.5.1. 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 9.5.2. 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 9.5.3. Discontinuation of Benefits.

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.

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Section 9.5.4. 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 9.5.5. Leave Without Pay for Temporary Disability.
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 9.6. Emergency Absence.
Two (2) days of emergency absence shall be deducted from accumulated illness and injury benefits and may be grated 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 9.7. Bereavement.
Employees will receive up to five (5) paid days of leave per occurrence for bereavement caused by the death of family as defined by RCW 49.46.210., household members, uncle, aunt, cousins, nephews/nieces, sibling in-laws, students, former students, colleagues, or friends. The purposes of these days are for grieving and providing funeral/memorial arrangements for the deceased person, and for travel and attendance at funerals/memorials.

Under unusual circumstances or when additional travel time is required, two (2) additional units of absence without loss of pay may be granted at the discretion of the Human Resources Administrator. Bereavement leave may be granted in a non-consecutive manner to accommodate funeral/memorial arrangements. 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 9.8. Military Leave.
Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted 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:

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1. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
2. The employee provides a signed copy of 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 9.9. General Guidelines Leave of Absence.

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 9.9.1. 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 9.9.2. Return From Leave of Absence.

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 9.9.3. Returning to the Same Assignment.

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

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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 XIV, Sections 14.1. through 14.14.4.

Section 9.10. 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 9.10.1. Return From Industrial Accident or Industrial Illness.
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 9.10.2. L&I Guidelines.
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 9.10.3. Supplemental Pay for Industrial Insurance.
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 9.11. 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 9.12. 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 9.13. 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 (½) of his/her normal workday

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Section 9.14. Leave Sharing.
The District will consult with the Union if any major changes are being considered to the leave-sharing program.

ARTICLE X

INSURANCE AND RETIREMENT

Section 10.1. School Employee Benefits Board (SEBB).
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 10.2. 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 10.3. District Expense Reimbursement Plan.
Employees may participate in the District's expense reimbursement plan (Section 125).

Section 10.4. Liability and \Personal Property Insurance.
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 10.5. Management of Insurance.
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 XI

TRANSPORTATION

Section 11.1. Definitions of Work.

Section 11.1.1. Run.
A run shall be defined as a course taken from one location to another.

Section 11.1.2. Route.
A route shall be defined as a set of runs put together.

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Section 11.1.3. 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 11.1.4. 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 11.1.5. Bidding.
Bidding shall be defined as the act of indicating interest in driving regular routes/runs supplementary work, and extra work.

Section 11.1.6. Emergency.
An emergency shall be defined as work assignment having less than two (2) hours from bus departure time for driver assignment.

Section 11.1.7. 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 11.2. Work Assignments.

Section 11.2.1. Regular Assignment - Workweek.
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.

Section 11.2.1.1. Notification of Route/Run Changes.
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 11.2.2. Minimum Pay for AM/PM Runs.
Unless continuous time conditions exist, there will be a minimum route time of two (2) hours.

Section 11.2.2.1. Minimum Pay for All Other Runs.
All runs, other than AM/PM runs, shall be paid a minimum of two (2) hours unless the driver is already in a paid status.

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Section 11.2.3. Regular Assignments.
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 11.2.4. Changes in Regular Assignments.
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 11.2.5. Driver Assignments.
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 11.2.6. Fill-In Assignments.
In accordance with Section 11.2.7 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 XIV of this Agreement.

Section 11.2.7. Absences with Scheduled Drivers.
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 11.2.8. Overtime Assignment.
The department shall have the right to assign overtime to regular drivers in case of emergency as determined by the Executive Director of Transportation or designee.

Section 11.2.9. Drivers Overtime Provisions.
Drivers are obligated to manage their forty (40) hour workweek with up to five (5) hours of overtime for purposes of bidding supplemental work (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 District will follow progressive discipline. 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 in a report every two (2) weeks regardless if there is a violation or not.

Section 11.2.10. Bus Driver Seniority.
A drivers' seniority list shall be established for all regularly employed bus drivers in accordance with Section 14.1. Assignments shall be filled in accordance with Section 14.7.

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Section 11.2.11. 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 11.4.1.), 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 11.3.3.
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 11.3. Routes, Runs, and Provisions for Driving.

Section 11.3.1. Route Building and Time Allocations.

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.

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Section 11.3.2. Route Types.
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 11.3.3. Additional Routes.
As additional route(s) or run(s) become available, they will be 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. In the event an existing route becomes vacant, the route shall be posted in its entirety for bid within ten (10) workdays. If no one bids on the route, then it can be split.

Section 11.3.4. Declining Additional Routes.
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 11.3.5. McKinney-Vento Routes.
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. A McKinney Vento driver's hours shall be reviewed every three (3) months and adjustment made to their contract if necessary.

Bus drivers shall be paid a total of four and one-half (4½) 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 (4½) 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. Compensation will be processed upon submission of work and exception form to the supervisor.

Section 11.3.6. 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.

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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 11.4. Bidding Process.

The Department will have annual routes ready for driver review, bidding, and/or assignment no later than five (5) working days prior to the start of the bidding process.

Section 11.4.1. Run and Route Segments and Bid Year.

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. The annual bid for routes will take place in the third week of August. Due to time and space concerns, the seniority list will be divided in half and bidding will be as follows:

1. Day one (1) following the four (4) hour in service the first half of the seniority list will be able to bid on routes.
2. Day two (2) following the four (4) hour in service the second half of the seniority list and bus assistants will be able to bid on routes.

Route changes will be effective the first day of school. 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 increases three (3) hours or more per week following the August Bid process, said route will be put up for rebid in November. In order to bid on the route, the driver bidding must have an increase of two (2) hours or more. A driver can only lose their route one (1) time per school year. Routes will be awarded by the third (3rd) Monday of November. Route changes will be effective on the first working day of December. For purposes of this Agreement the application for the annual August bid shall be referred to as the "Bid Year".

Additional routes may become available after the annual August 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 five (5) 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. Bus assignments will be for the entire Bid Year, except when medically necessary or when the assigned driver(s) and the Director of Transportation, or designee mutually agree to change bus assignments.

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A Bus driver shall not be eligible to bid out of their current bus assignment if they have been assigned to that bus for less than sixty (60) calendar days, unless mutually agreed upon by the assigned driver and Director of Transportation, or designee, or unless an accommodation is granted by Human Resources based upon a documented medical need.

Section 11.4.2. 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 11.4.3. Bidding Guidelines.
A driver may bid for work up to a maximum possible straight time of forty (40) hours per week. An additional five (5) hours of overtime per week (total of forty-five (45) hours worked) may be bid on to provide supplemental work coverage. 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 11.4.4. Bidding Process.
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. 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 11.4.5. Conflict of Regular Assignment.
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 11.4.6. Involuntary Relinquishment of Supplementary Work.
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.

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Section 11.5. Extra Trips and Supplementary Work

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 11.3.1. and 11.2.1. 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 the 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 11.5.1. Return Time Changes.

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 11.5.2. Cancellation of Extra Trips.

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 11.5.3. Extra Trip Attendance Prerequisites.

Unless they are using pre-approved leave, 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.

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The Dispatcher will indicate on the bid sheet whether the regular assignment will be covered. If a driver takes off the midday portion of their route using pre-approved leave, the driver will still be allowed to bid. Approval of unforeseen circumstances resulting in an absence for part or all of the day may be granted at the discretion of the Director of Transportation or their designee.

Section 11.5.4. Extra Trip Changes.

Drivers unable to fulfill their field trip obligation shall lose their field trip bidding privileges for the next three (3) 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 11.2.9.

Section 11.5.5. Awarding Extra Trips - Same Day Request.

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 11.5.6. 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. The District shall go in order of selection for unawarded midday trips as follows: Regular Driver, Standby Driver, Substitute, Regular Driver in Overtime, All Call. Specifications:

- Regular drivers: If a field trip has not been bid on or awarded, regular drivers shall be offered the opportunity first in seniority order to bid on the field trip if available.
- Standby drivers: If a Standby Driver is awarded a field trip, but there are still unfilled regular routes, they will be reassigned to cover the regular routes first. As a result, they may not be able to participate in the field trip that day if time does not allow.
- Substitutes: If no regular driver has bid on and been awarded the field trip, and no standby driver is available to take the trip, a substitute driver can be utilized.
- Regular Drivers in Overtime: If a driver is in overtime, they may submit a bid for the unawarded field trip by indicating "OT" on the bid sheet.
- All Call: To preserve radio communication, an all call will serve as a last resort in filling a trip.

Section 11.5.7. Sport 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.

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Section 11.5.8. 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 11.5.9. 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 11.5.10. 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 11.5.10.).

Section 11.5.11. 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 11.5.12. Overnight and Multiple Day Trips.
Requirements shall be the same as a single day and evening trips as stated in Section 11.5.14. with the exception that they shall be awarded two (2) days in advance.

Section 11.5.13. Overtime Limits for Overnight and Out-of-State Trips.
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 11.5.14. Extra Trips Compensation.
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 11.6. Bus Assistants.

Section 11.6.1. Bus Assistant Bidding, Training, Minimum Shift and Time Keeping.
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.

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Section 11.6.2. Bus Assistant Bidding.
Bus Assistants shall bid on routes after driver bidding.

Section 11.6.3. Pre-Trip Provisions.
Assistants are not covered by provisions for fueling, pre-trip inspection, and cleaning times.

Section 11.6.4. Alterations of Bus Assistant Assignments.
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 11.6.5. Additional Bus Assistant Routes.
To ensure the safety of our students and staff as well as to support their overall wellbeing, bus assistants will be eligible to be bid under the following conditions:

1. Eight (8) or more students are secured in a harness or using a car seat.
2. Three (3)-or more students from a single school-are using a wheelchair.
3. Two (2) or more student from a route using a wheelchair upon mutual agreement of the driver and Executive Director of Transportation or designee.

In the event that no bus assistants are available to bid on the routes, trainees can help fill the positions on these routes to fulfill these roles. If a driver feels they have a need for a bus assistant, they may request to add a bus assistant. If a bus assistant is approved by Management, they shall be assigned no later than five (5) workdays. In the event a bus assistant is not assigned, the bus driver shall be notified in writing the reason for the denial no later than five (5) workdays. Regularly scheduled bus assistants will not be involuntarily pulled off their regularly scheduled route to be on another work assignment.

Section 11.7. Shop.

Section 11.7.1. 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 11.7.2. 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 11.7.3. 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.

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Section 11.7.4. Shift Changes.
New shifts(s) or changes in shift times of one half (½) 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 11.7.5. Summer Work Schedule Change.
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 11.7.6. Shop Compensation for Overtime.
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 11.7.7. Mechanics Shoe Allowance.
Each mechanic shall receive four hundred dollars ($400) every even year for ASTM rated safety shoes.

Section 11.7.8. Coveralls.
The District will provide coveralls for all shop personnel. Said coveralls will be laundered, on a weekly basis, by the District.

Section 11.7.9. All Weather Gear.
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 11.7.10. Washington State Patrol Inspection Incentive.
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 11.7.11. Temporary Extra Work.
Due to stringent program requirements, temporary transportation-shop related work shall be based on acceptable attendance and work performance. Once an employee bids for, is accepted and agrees to perform temporary transportation-shop related work, The employee shall not bid on other work, nor shall they be asked or otherwise be made available to other work that overlaps with those specific time periods. The transportation shop personnel shall have access to the entire list of applicants prior to final selection. Final approval of Temporary transportation shop personnel will be made by the shop manager and or his/her designee.

Section 11.7.12. Mechanics Driving Bus Routes.
Mechanics and supervisors shall be assigned to transport students as a last resort. Mechanics responsible for ensuring the safe operation of district vehicles and providing emergency services, including accident response, replacement vehicles, and service call assistance, are authorized to

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drive buses. Mechanics shall only be assigned to cover a route, or operate a run after all available drivers, driver trainers, and standby drivers have been dispatched. If there is a concern regarding potential misuse or abuse of this provision, the individual raising the concern must present supporting evidence to a supervisor for further investigation.

Section 11. 8. Drug and 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 11.8.1. Reasonable Cause for Drug Testing.

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 11.8.2. DOT Physicals.

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.

ARTICLE XII

NUTRITION SERVICES

Section 12.1. Filling Absences.

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 12.2. Nutrition Services – Additional Time.

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 in seniority order to the current permanent Nutrition Services employees at that location, provided they are qualified and available to take on the additional work.

In the event that temporary additional work becomes available at a location, it shall be offered first to the current permanent Nutrition Services employees at that location, in order of seniority, provided they are qualified and available to take on the additional work, before being offered to employees at other locations.

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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 Nutrition Services employee unless determined not qualified and available to take on the additional work. If the vacant position is more than thirty (30) minutes duration the position shall be posted.

Section 12.3. Working at Alternate Sites – Mileage and Pay Rates.
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 12.4. Nutrition Serves Employees Working at an Alternate Location.
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 12.5. Substitutes for Central Kitchen.
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 12.6. Nutrition Servies 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 12.7. Temporary Positions at Central Kitchen.
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 12.8. Posting of Breakfast and Lunch Program Positions.
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 12.9. Summer Feeding Program.
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 12.10. Warehouse Shoe Allowance.
Each truck driver shall receive four hundred dollars ($400) every even year for ASTM rated safety shoes.

Section 12.11. All-Weather Gear for Freezers.
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.

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Section 12.12. SNA/WSNA Certificates.
The District will pay actual costs for membership and certification in the School Nutrition Association (SNA) and Washington School Nutrition Association (WSNA). Training requirements for the certificates shall be as outlined in the SNA/WSNA Certificate program guidelines.
Employees who earn and maintain SNA and/or WSNA certification or recertification are eligible for their wage increase effective from the beginning of the first pay period after the District receives notification of their certification from SNA/WSNA. SNA Certification – Level 1: Sixty-five cents ($0.65) per hour.

Section 12.13. School Nutrition Association (SNA) Certification.
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 12.14. Uniform Stipends for Nutrition Services.
Nutrition Services employees will be provided with two (2) new aprons every school year

ARTICLE XIII

PARAEDUCATOR DIVISION

Section 13.1. Seniority Based Available Assignments.
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 13.2. Extended Learning Opportunities.
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 13.3. Assignment Modifications.
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 13.4. Paraeducator Compensation – After Scheduled Shift.
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 13.5. 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

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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.

Section 13.6. Paraeducator Competency Criteria.

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.

Section 13.6.1. Skills and Knowledge.

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 13.6.2. Paraeducator Competency Test.

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 13.6.3. Compensation for Training.

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 13.6.4. Training Requirements.

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.

Section 13.7. General Paraeducator Certificate.

The Paraeducator General Certificate requires seventy (70) clock hours of professional development beyond the Fundamental Course of Study (FCS). Districts must ensure employed paraeducators meet these requirements if funded by the legislature. FCS must be completed before general certificate training. Any clock hour training improving instructional skills, including teacher training, counts. Training must be from PESB-approved providers; districts are responsible for verifying compliance. The District will cover the initial Paraeducator Certification fee to OSPI to obtain the general certificate.

Section 13.8. Paraeducator - Emergency Certificate Substitute.

Paraeducators designated and qualified to serve as emergency certificated substitutes for certificated teachers will have their substitute job added into Frontline to receive substitute pay for the assignment. Employees who take on the responsibilities of a classroom in the absence of a certified teacher will receive

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a minimum of one hundred ($100) dollars for a half day, and two hundred ($200) dollars for a full day inclusive of their daily assigned rates. A half (½ day is defined as three and a half (3½) hours paid, while a full day is defined as seven (7) hours paid.

Section 13.9. Paraeducator - Extra Time for Collaboration.
Paraeducator positions of six (6) or more hours per day will have two (2) hours per month to collaborate with the teachers with whom they work, and paraeducators in positions of three (3) to five and nine tenths (5.9) hours per day will have one (1) hour per month for collaboration with the teachers with whom they work. This collaboration time will become a regularly scheduled requirement for such positions. Staff may request additional time for paraeducator collaboration through existing channels (i.e., building administrators)

Section 13.10. Paraeducator - Stagger Start and End Times.
To optimize the alignment of Paraeducators start and end times with the bus schedules, administrators will implement a staggered schedule for Paraeducators responsible for student supervision before and after school. The selection of Paraeducators for early start or later end schedules will be based on seniority, with preferences assigned starting from the most senior to the least senior employees at the building level. Schools that have one (1) preschool classroom shall be given an additional fifteen (15) minutes in the A.M. and the P.M. to accommodate drop off and pick up.

ARTICLE XIV

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 14.1. Seniority.
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 14.2. 60-Day Probationary Period.
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 14.3. Completion of Probation.
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.

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Section 14.4. Loss of Seniority Rights.

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

Section 14.5. Protected Seniority Rights.

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 14.11.

Section 14.6. Seniority by Job Classification.

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 14.6.1. 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 14.7. 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 14.7.1.

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

Section 14.7.2. Seniority Bypass.

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.

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Section 14.8. Paraeducator Displacement / DARP.

Section 14.9. Paraeducator Displacement.

Section 14.9.1. Displaced Paraeducators.

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 14.9.2. Preferential Consideration.

Displaced paraeducators who have satisfactory work records meet the posted qualifications, and the conditions or 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 14.9.3. Reemployment Displacement Lists.

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 14.10. Paraeducator District Accelerated Reemployment Program (DARP).

Section 14.10.1. Seniority Provisions for DARP.

The regular seniority provisions of Section 14.7 and 14.7.2 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 14.10.2. Joint Labor Management Committee (JLMC).

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.

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Section 14.10.3. JLMC Provisions.
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 14.10.4. Rejection of Reemployment.
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 14.5 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 (1) refusal of employment under Section 14.11.4. 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 14.10.5. Declining DARP Participation.
Any employee who declines to participate in DARP is covered by the terms of Sections 14.11, 14.11.1, 14.11.2, 14.11.3, and 14.11.4 subject to the limitations in Section 14.10.

Section 14.10.6. Reemployment Layoff List.
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 14.11, 14.11.1, 14.11.2, 14.11.3, and 14.11.4, subject to the limitation in Section 14.10.2. If no displaced employee is qualified for a vacant position, then the vacant position may be filled according to standard practices.

Section 14.10.7. Requirements for DARP.
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 14.11. 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 14.11.1. Layoff Personnel as Substitutes.
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 14.11.2. Requirements for Layoff.
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.

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Section 14.11.3. Rejection of Reemployment.
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 14.11.4. Forfeit of Rights.
Right to reemployment as provided in Section 14.11 shall be forfeited in the event the requirements of Sections 14.11.2 and 14.11.3 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 14.11 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 14.12. Employment Transfer of Classification or Departments.
An employee who transfers or changes departments or classifications within the 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 14.13. 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 14.14. 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 14.14.1. Substitutes Placed in Vacant Positions.
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 14.14.2. Medical Procedure Requirements.
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 14.14.3. Layoff List Preference.
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 14.14.4. Internal Employees.
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

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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 XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 15.1. Progressive Discipline.
The District shall have the right to discipline or discharge an employee for justifiable cause. Disciplinary actions will be proportional to the severity of misconduct and will adhere to the principles of just cause. A process of progressive discipline will be followed. Progressive discipline includes: (1) verbal or written warning; (2) letter of reprimand; (3) suspension with or without pay; (4) termination. In situations where the nature of the misconduct warrants, individual steps within the progressive discipline process may be expedited or bypassed accordingly. 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 15.2. Improvement Plans.
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 15.3. Discharge Due to Misconduct.
Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring during non-work hours.

Section 15.4. Written Performance Notice.
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 15.5. Meetings Between the Employee and the District.
Meetings between the employee and District shall occur at times set by the District which shall be mutually as convenient as possible.

Section 15.6. Disciplinary Action.
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 15.7. Two (2) Weeks' Notice.
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.

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ARTICLE XVI

STAFF DEVELOPMENT

Section 16.1. Training Opportunities.
The District shall provide appropriate training opportunities (as determined by the District) for all employees.

Section 16.2. Mandatory Trainings and Classes.
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 16.2.1. Limited Training Opportunities.
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 16.3. Training Days.
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 3rd Monday of August.

Section 16.4. Training in New Positions.

New Employees:
Beginning in the 2026-2027 school year new employees and employees who have transferred into a new position shall be trained by another employee in a similar assignment for a minimum of two (2) and up to four (4) regularly scheduled work hours during the first week of employment. Employees who desire additional on-the-job training may request the building administrator or designee provide up to (4) hours of such training during their regularly scheduled work hours.

Trainers:
Beginning in the 2025-2026 school year, the building administrators or their designated representative will compile a list of employees interested in taking on trainer roles. Individuals wishing to become trainers must provide evidence of their qualifications, including relevant experience, skills, and workload capacity to effectively train others. The building administrator will select trainers from this list, with assignments made based on established seniority within the building. This list will be initially established by the building administrators or their designee in September each year and updated throughout the year to accommodate any additions or removals requested by employees. Employees appointed as trainers for trainees will receive an additional compensation of five dollars ($5.00) per hour for their training services.

Section 16.5. Right Response and Job Specific Training.
The District will provide all new paraeducators with an online, three (3) hour de-escalation training to be completed within a week of the new employee orientation and before starting work. Additionally, the District will enroll each new paraeducator in Right Response training. Right Response training for new

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employees hired prior to the start of the school year shall be scheduled within two (2) weeks of their new employee orientation for a training to be completed within thirty (30) workdays from the first day of work.

Right Response training for new employees hired after the start of the school year shall be completed within forty-five (45) workdays from the first day of work. Employees assigned to roles requiring specialized training will not be required to perform specialized duties until their training has been completed and verified. Failure of the employee to attend the Right Response training in which they are enrolled will constitute just cause for discipline up to and including termination.

Current Paraeducators are expected to sign up for the first available training and maintain current certifications through an annual re-certification class. The District will provide all current paraeducators with an online, three hour de-escalation training annually to be completed during the student led conference days. Additional training opportunities may be provided during October and March training days that are non-workdays in paraeducator work calendar to be counted toward their annual fourteen (14) hours of paid PD.

Section 16.6. Training for Medically Fragile Students.

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 16.7. Training Compensation.

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 13.6.4. will be compensated.

Section 16.8. Certifications and Trainings.

The District will pay for the cost of classes and certificates for all mandatory training (for example: First Aid, CPR, AED, Food Handlers) as required per job descriptions. The District shall pay the hourly rate for the renewal of all certifications for employees whose positions require such certification for all hours necessary for the training and certification. If an employee is required to attend mandatory training during their work day they will not be required to use any leaves to cover their absence. The District agrees to provide a list of accepted certification classes for employees to renew first aid/CPR certifications at least once every quarter during each school year.

Section 16.9. Compensation for Training.

The District will cover the costs of tuition, time to complete the training, and certification fees for all mandatory training courses, including First Aid, CPR, AED, and Food Handler certifications. Reimbursement requests must be submitted to the business office within thirty (30) business days of completing the training. Reimbursements will be processed during the next available pay cycle but no later than thirty (30) days past the receipt of documentation.

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ARTICLE XVII

GRIEVANCE PROCEDURE

Section 17.1. Introductions.
The District shall have the right to discipline or discharge an employee for justifiable cause. Disciplinary actions will be proportional to the severity of misconduct and will adhere to the principles of Just Cause. A process of progressive discipline will be followed. Progressive discipline includes: (1) verbal or written warning; (2) letter of reprimand; (3) suspension with or without pay; (4) termination. In situations where the nature of the misconduct warrants, individual steps within the progressive discipline process may be expedited or bypassed accordingly. 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 17.2. Definitions.

Section 17.2.1. Grievant.
The "grievant" is an employee, a group of employees, or the Union, who files a grievance.

Section 17.2.2. Grievance.
A "grievance" is an alleged violation of the interpretation and/or application of the terms of this contractual Agreement.

Section 17.2.3. Appropriate Supervisor.
The "appropriate supervisor" is the supervisor who is immediately involved with the alleged grievance at the time it originates.

Section 17.2.4. 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 Section 17.3.1.C.

Section 17.3. General Conditions.

Section 17.3.1. Time Limits.

A. If the District 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 District's disposition of the claim.
C. Time limits may be extended by mutual agreement in writing.

Section 17.3.2. 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.

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Section 17.3.3. 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 17.3.4. 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 17.3.5. 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 17.3.6. 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 17.3.7. 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 17.3.8. 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 XIV and Section 15.7, which shall be subject to the grievance procedure
H. Adverse warranted reclassifications

Section 17.3.9. 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.

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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 17.4. Processing of Grievances.

Section 17.4.1. 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 17.4.2. 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 17.4.3. 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 17.4.4. 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.

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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 17.4.5. 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 17.4.6. 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 17.4.7. 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 XVIII

SAFETY

Section 18.1. Assaultive Behavior.
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 18.2. Safe Working Conditions.
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 18.3. Liability Insurance Protection for Staff.
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

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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.

Section 18.4. Work Related Injury.
Employees who experience a work-related injury during their shift and need to seek medical treatment will not be required to use leave for the remainder of their assigned workday. If there are any documentation or reports that need to be completed due to the incident after the workday, employees shall be compensated for that time.

Section 18.5. Protective Clothing.
Upon request, the District will ensure that all employees covered under this bargaining agreement are provided with appropriate safety equipment, personal protective equipment (PPE), and protective clothing when working with students where health and safety concerns exist as soon as reasonably possible.

Section 18.6. Motor Vehicle Accidents or Incidents Involving Assault.
In the event that a staff member is involved in a motor vehicle accident or physical altercation with students, staff members, or community members, the supervisor will provide appropriate support to ensure the safety and wellness of the staff member. These supports may include paid thirty (30) minutes to compose themselves, coverage for the remainder of the day, and at a minimum, a timely opportunity to debrief with administration to discuss and address staff needs moving forward.

ARTICLE XIX

SUMMER WORK

Section 19.1. Summer Employment Resignation.
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 19.2. Summer Transportation Seniority.
Employees who request shall be considered in seniority order on a daily basis for substitute opportunities.

Section 19.2.1. Substitutes for Summer Transportation.
Substitute assignments made on an emergency basis shall not extend beyond that day.

Section 19.3. Paid Leave.
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 19.4. Attendance Provision.
Attendance at the annual Union convention shall be exempt from the consecutive requirement of Section 21.3.

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Section 19.5. Summer Work Definition.
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. Due to the nature of summer work and schedules of drivers, two drivers shall be allowed to share one route for summer work upon request.

Section 19.6. Summer Work Bidding.
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.

Section 19.7. Summer Work Assignments.
Employees who sign up for additional summer work assignments outside of their regularly scheduled work calendar for a minimum of ten (10) days will receive a shift differential of either one dollar ($1.00) per hour or six dollars fifty cents ($6.50) per day, whichever amount is greater, for each day worked during the summer. This shift differential is additional compensation and is not incorporated into the base hourly rate; as such, it will not be included in the calculation of overtime, holiday pay, or other wage-related benefits unless otherwise mandated by applicable law. Employees will be paid out the shift differential in a lump sum in the pay period after the last supplemental workday.

ARTICLE XX

EVALUATIONS

Section 20.1. Evaluations.
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

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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 20.1.1. Unsatisfactory Evaluations.
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 20.1.2.
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 20.1.3. Prohibited Items on an Evaluation
Vacation days, military leave, Union release time, 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 20.1.4. Two (2) Warning Clause.
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 20.1.5.
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 20.2. Employee Evaluation Meeting.
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 the 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 20.3. Union Representation.
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 20.4. Appeals of Unsatisfactory Evaluations.
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.

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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 20.5. Plan of Improvement.
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 XXI

TRANSFER OF EXPERIENCE

Section 21.1. Washington State School Experience.
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 21.2. Eligible Experience for Longevity Credit.
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 21.3. Eligible Experience for Benefit Credit.
The longevity credit so transferred shall be applicable to all benefits herein, including Schedule A, except the seniority provisions.

Section 21.4. Experience and Salary Placement.
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 21.5. Longevity Definition.
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 XIV of this Agreement.

New Employees:
Beginning in the 2026-2027 school year new employees and employees who have transferred into a new position shall be trained by another employee in a similar assignment for a minimum of two (2) and up to four (4) regularly scheduled work hours during the first week of employment. Employees who desire

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additional on-the-job training may request the building administrator or designee provide up to (4) hours of such training during their regularly scheduled work hours.

Trainers:

Beginning in the 2025-2026 school year, the building administrators or their designated representative will compile a list of employees interested in taking on trainer roles. Individuals wishing to become trainers must provide evidence of their qualifications, including relevant experience, skills, and workload capacity to effectively train others. The building administrator will select trainers from this list, with assignments made based on established seniority within the building. This list will be initially established by the building administrators or their designee in September each year and updated throughout the year to accommodate any additions or removals requested by employees. Employees appointed as trainers for trainees will receive additional compensation of five dollars ($5) per hour for their training services.

ARTICLE XXII

SALARIES AND EMPLOYEE COMPENSATION

Section 22.1.

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

Section 22.2.

Salaries during the term of this Agreement shall be set forth in Schedule A, as subsequently adjusted pursuant to Section 22.3, and shall be attached hereto and by this reference incorporated herein.

Section 22.3.

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 22.3.1.

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 22.4.

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

Section 22.5.

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

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hours. Employees who have applied for and received more than one (1) work assignment are excluded from this provision.

Section 22.6.
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 22.7. 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 22.8. Operations Support Shoe and Clothing Allowance.
Upon completing the probationary period, the District will provide Operations Support Employees with two hundred seventy-five ($275) for purchasing ASTM-rated safety work boots, District-approved work shirts, and/or jackets. Operation Support employees will then receive two hundred seventy-five ($275) annually for purchasing ASTM-rated safety work boots, District-approved work shirts, and/or jackets. All orders must be placed with the designated Director by October 31. Unused allocations do not carry over, but the District may pool these funds to maintain an adequate inventory of work shirts and/or jackets for new hires and substitutes. The District reserves the right to suspend this benefit based on annual revenue and budget impacts. If the District plans to implement this provision, they will notify the Union by June 1 each year.

ARTICLE XXIII

TERM AND SEPERABILITY

Section 23.1. Terms of the Agreement.
The term of this Agreement shall be September 1, 2025 through August 31, 2028.

Section 23.2. Schedule A Increases.
Annually Schedule A shall be increased by the wage increases expressed below:

1. Effective for the 2025-2026 school year, the wage rates in Schedule A will receive an across the board increase of the implicit price deflator (IPD) plus zero point twenty five percent (0.25%).
    - Add Tier Two Para: thirty four cents ($ 0.34) increase from Paraeducator Tier 1
    - Add Tier Three Para: two dollars ($ 2.00) increase from Paraeducator Tier 1
2. Beginning with the 2026-2027 school year, the wage rates in Schedule A will receive an across the board increase of the implicit price deflator (IPD).
3. Beginning with the 2027-2028 school year, the wage rates in Schedule A will receive an across the board increase of the implicit price deflator (IPD).

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Section 23.3. Agreement Clause.
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 23.4. Amendment Clause.
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 23.5. Separability Clause.
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 23.6. Negotiations Due to Separability Clause.
In the event that the provisions of Section 23.5 apply to any provision of this Agreement, such provisions only shall be open for negotiations.

Section 23.7. 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.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

FEDERAL WAY CHAPTER, #704

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

DATE: 10/6/2025

FEDERAL WAY PUBLIC SCHOOLS #210

BY: Signed by: Dr. Dani Pfeiffer 01600E12FF35439... Dr. Dani Pfeiffer, Superintendent

DATE: 10/6/2025

FEDERAL WAY SCHOOL BOARD

BY: Signed by: Dr. Jennifer Jones 8391638C3AD0485... Dr. Jennifer Jones, President

BY: Signed by: Trudy Davis 7700608EF8834F1... Trudy Davis, Vice President

BY: Signed by: C5D38787849047C... Quentin Morris, Director #1, WIAA Rep.

BY: Signed by: Luckisha Phillips 7C4E36619ADC477... Luckisha Phillips, District #3, Leg. Rep.

BY: Joan Marie Murphy, Director #5

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FEDERAL WAY PUBLIC SCHOOLS
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
(Paraeducators, Nutrition Services, Transportation, and Distribution Center)
Schedule A
September 1, 20205 thru August 31, 2026

POSITION	RANGE	YEAR 1		YEAR 5		YEAR 10		YEAR 15		YEAR 20		YEAR 25	
Paraeducators													
Paraeducator	01	$25.88		$26.40		$26.91		$27.45		$28.00		$28.55	
ACP, DHH, DPK and SEB Programs	02	$26.22		$26.74		$27.25		$27.79		$28.34		$28.89	
FCP, ETP and Adaptive PE Programs	03	$27.88		$28.40		$28.91		$29.45		$30.00		$30.55	
Nutrition Services													
			w/ Cert SNA		w/ Cert SNA		w/ Cert SNA		w/ Cert SNA		w/ Cert SNA		w/ Cert SNA
Cashier - Kitchen Assistant	01/11	$22.62	$23.27	$23.07	$23.72	$23.53	$24.18	$23.99	$24.64	$24.48	$25.13	$24.97	$25.62
Assistant - Central Kitchen	02/12	$23.17	$23.82	$23.64	$24.29	$24.12	$24.77	$24.59	$25.24	$25.08	$25.73	$25.58	$26.23
Elementary KM	03/13	$25.03	$25.68	$25.54	$26.19	$26.05	$26.70	$26.57	$27.22	$27.11	$27.76	$27.66	$28.31
Secondary KM	04/14	$26.33	$26.98	$26.86	$27.51	$27.39	$28.04	$27.95	$28.60	$28.50	$29.15	$29.07	$29.72
Lead Cook/Lead HACCP/Catering	05/15	$30.36	$31.01	$30.97	$31.62	$31.60	$32.25	$32.23	$32.88	$32.88	$33.53	$33.53	$34.18
Central Kitchen Truck Driver	06	$32.43	N/A	$33.06	N/A	$33.72	N/A	$34.39	N/A	$35.09	N/A	$35.79	N/A
Pot/Pan - Central Kitchen	07/17	$24.96	$25.61	$25.45	$26.10	$25.96	$26.61	$26.50	$27.15	$27.03	$27.68	$27.57	$28.22
Warehouse Lead	08	$37.40	$38.05	$38.14	$38.79	$38.90	$39.55	$39.68	$40.33	$40.48	$41.13	$41.28	$41.93
Transportation													
Bus Assistant	01	$25.14		$25.65		$26.16		$26.68		$27.23		$27.76	
Bus Driver	03	$32.43		$33.06		$33.72		$34.39		$35.09		$35.79	
Driver Trainer	07	$35.74		$36.46		$37.17		$37.93		$38.68		$39.45	
Shop Mechanic Helper	04	$33.77		$34.46		$35.15		$35.86		$36.57		$37.31	
Shop Journey Mechanic	06	$40.88		$41.71		$42.54		$43.39		$44.25		$45.14	
Lead Journey Mechanic	16	$42.09		$42.93		$43.78		$44.67		$45.56		$46.47	
Distribution Center													
Operations Support	02	$33.62		$34.28		$34.96		$35.66		$36.37		$37.10	
Science Kit Assistant	09	$23.17		$23.64		$24.12		$24.59		$25.08		$25.58	

School Nutrition Association (SNA) Certification: $0.65 per compensated hour.

SCHEDULE A NOTES:

2025-2026: IPD + 0.25%

Paraeducator Tier II added; rates initially set to a $0.34 increase above Tier I

Paraeducator Tier III (*formerly Tier II*); rates initially set to a $2.00 increase above Tier I

SNA Certification increased to $0.65

2026-2027: IPD

2027-2028: IPD

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APPENDIX A

PARAEDUCATOR TIERED STRUCTURE

Level 1: Paraeducators.
Required Training/Qualifications may include all or some of the following: High School Diploma or Equivalent, Right Response, First Aid/CPR, AA Degree or Paraeducator Core Competency or 48/72 College Credits. All paraeducators who are not represented in level 2 or level 3

Level 2: Special Education Paraeducators with Certificates (increase of thirty-four cents ($0.34) over Level 1).
Required Training/Qualifications may include all or some of the following: High School Diploma or Equivalent, Right Response, First Aid/CPR, Certification, Sign language/Second Language, toileting and feeding. AA Degree or Paraeducator Core Competency or 48/72 College Credits.

- Academic Core Paraeducator (inclusive of 1:1)
- Deaf/Hard of Hearing Program (D/HH) (inclusive of 1:1)
- Developmental PK & ED (inclusive of 1:1)
- SEB (inclusive of 1:1)

Level 3: Intensive Need Paraeducators (increase of two dollars ($2.00) over Level 1).
Required Training/Qualifications may include all or some of the following: Right Response, First Aid/CPR, Skilled Equipment or Nursing Skilled Equipment, Sign language/Second Language, Medical Fragile Care, toileting and feeding Fitness For Duty Test, Cultural Competence, Type 2 Driver's License, Positive Behavior Interventions and Support (PBIS) Certification, AA Degree or Paraeducator Core Competency or 48/72 College Credits

- Functional Core Para (FCP) Highschool (inclusive of 1:1's)
- Functional Core Para (FCP) Elementary/Middle School (inclusive of 1:1's)
- Employment Transition Program (ETP) Para (inclusive of 1:1's)
- Adaptive Physical Education (APE) Para

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APPENDIX B

WHAT IS THE "WEINGARTEN RIGHT"?

The "Weingarten right" grants employees the opportunity to have Union representation at investigatory interviews concerning discipline, discharge, or suspension. This right helps ensure facts are accurately gathered and saves time for both parties.

It includes the following principles:

1. The employee must request a Union representative.
2. Rescheduling to allow a Union representative's presence is appropriate; their unavailability may not unreasonably delay the investigation.
3. This right applies when the employee reasonably believes disciplinary action may result; it does not cover routine workplace conversations such as instructions, training, or corrections.
4. The Union representative's role is to assist, not to disrupt; they may clarify facts or suggest relevant information for the District to consider.

These duties and responsibilities are printed here for guidance and not a limitation on the rights of the parties in any particular case.

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APPENDIX C

WHAT DOES "JUST CAUSE" OR "JUSTIFIABLE CAUSE" MEAN?

The concept of "just cause" requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

1. **Fair Notice:**
   Workers must know the rules they are accused of violating.

2. **Reasonable Rules:**
   The enforced rules must be reasonably related to the orderly, efficient, and safe operation of the Employer's operations.

3. **Due Process:**
   Employees have the right to know with reasonable precision the accused offense and the opportunity to defend the behavior before the discipline is imposed.

4. **Fair and Objective Investigation:**
   An investigation into misconduct must be conducted fairly and objectively.

5. **Substantial Proof:**
   Discipline must be based on solid evidence, not rumors.

6. **Equal Treatment:**
   Similar offenses should receive similar discipline. Management cannot suddenly enforce long-ignored rules.

7. **Progressive Discipline**:
   The discipline imposed must be proportionate to the severity and context of the proven offense, and with consideration of the employee's history of service. Usually, it starts with lesser penalties before escalating to suspension or termination.