

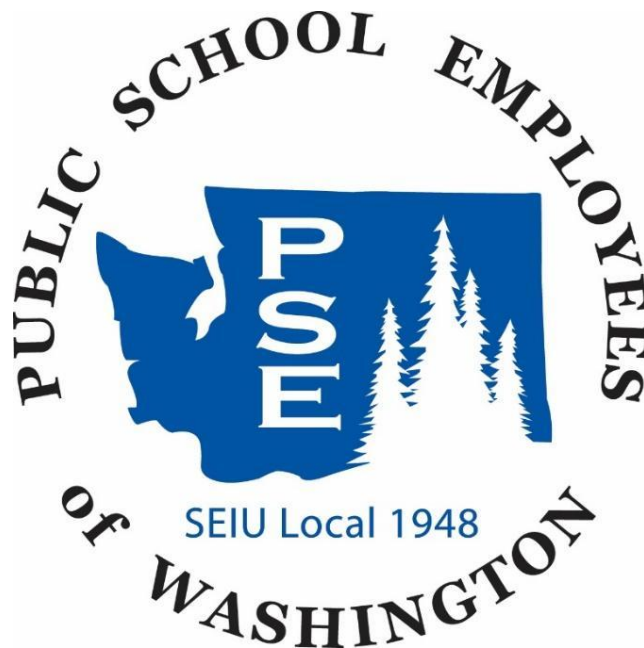
**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**PUBLIC SCHOOL EMPLOYEES OF AUBURN ASSOCIATION OF  
EDUCATIONAL OFFICE PROFESSIONALS #713**

**AND**

**AUBURN SCHOOL DISTRICT #408**

**SEPTEMBER 1, 2021 - AUGUST 31, 2024**



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

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## DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. 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.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by the appropriate application of the Public Employees' Collective Bargaining Act.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. 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 employees within the spirit of the Public Employees' Collective Bargaining Act.

## P R E A M B L E

This Agreement is made and entered into between Auburn School District (hereinafter "District" or "Employer") and Auburn Association of Educational Office Professionals, an affiliate of Public School Employees of Washington/SEIU 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## A R T I C L E I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1. Recognition.**

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

#### **Section 1.2. Exempt Positions.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).



### **Section 1.3. Job Descriptions.**

#### **Section 1.3.1.**

The District will provide the Association with job descriptions and such amendments, changes, and additions to job descriptions within the bargaining unit as they may from time to time occur. Consistent with the intent of Section 2.1 of this Agreement, rates of pay for newly created positions essentially different from positions presently covered by the Agreement will be negotiated with the Association.

#### **Section 1.3.2.**

The District and the Association will work collaboratively to assure all AAEO job descriptions remain updated. A committee shall be formed to review and, if needed, update all job descriptions before **February** of the final year of this Agreement.

### **Section 1.4. Represented Positions.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: "Office Managers, Administrative Assistants, and Elementary, Middle School, High School Office Assistants." "Secretarial" Excluded: **Executive Assistants** to the Superintendent, Deputy Superintendent, Associate Superintendents, and Assistant Superintendents. Except as noted in Section 1.5, nothing within this Agreement pertains to employees not employed on a regular basis.

### **Section 1.5. Substitutes.**

Substitutes who work for ten (10) or more consecutive days in a position covered by this Agreement shall be paid the Column A, Step 1 wage rate for the work being performed unless they are a current bargaining unit member. If they are a current bargaining unit member, the employee shall receive the higher pay rate for their substitute work as delineated in Section 7.6. Substitutes shall not be subject to any other conditions of this Agreement.

### **Section 1.6. Reclassification Requests.**

**When an employee's job requirements have significantly changed to such a degree that their current responsibilities no longer align with their job classification, a review is available through the Reclassification Committee. Experience and additional education not required by the District, an increase in the volume of work assigned, and additional duties assumed by the employee without the knowledge or approval of the employee's supervisor, and personal ability shall not serve as reasons for position reclassification.**

**Employee-requested reclassifications during the term of this Agreement shall be submitted by employees to the Association's President/Co-Presidents prior to March 1. The Executive Board shall screen the applications and present such requests as it deems appropriate to the Reclassification Committee once per year prior to April 1.**

**The District and Association will provide a mutually agreed upon application form to bargaining unit members wishing to apply for reclassification.**

#### **Section 1.6.1.**

**A committee composed of three (3) Executive Board members designated by the Association and three (3) District members designated by Human Resources shall be**

formed to consider and act upon requests for reclassification to a different position within the bargaining unit. Any requests for removal of a position from the bargaining unit, shall be generally held for bargaining, or a Letter of Agreement (LOA). However, the committee will have authority to discuss and propose said changes.

**Section 1.6.2.**

At the request of the committee, the employee may meet with the committee to clarify the request and to respond to any questions by committee members.

**Section 1.6.3.**

Reclassification requests shall be considered approved when at least five (5) of the six (6) committee members have reached consensus on approval.

**Section 1.6.4.**

Requests approved by the committee are subject to approval by the District's Cabinet. If approved, requests submitted shall be considered effective the month following board approval.

**Section 1.6.5.**

Decisions by this committee regarding the reclassification requests are not subject to appeal, nor are they subject to grievance procedures specified in the negotiated agreement.

## ARTICLE II

### RIGHTS OF THE EMPLOYER

**Section 2.1.**

It is agreed that the statutory, customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Without in any way limiting the generality of the foregoing, this will include rights in accordance with applicable laws and regulations and the provisions of this Agreement 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 will retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

**Section 2.2.**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District in making such rules and regulations, the District shall give due regard to the rights of the employees and to the obligations imposed by this Agreement.

## ARTICLE III

### RIGHTS OF EMPLOYEES

#### **Section 3.1. No Reprisal.**

It is agreed that the employees in the unit defined herein will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association will be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District will take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

#### **Section 3.2. Consultation with Association Representatives.**

Each employee will have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

#### **Section 3.3. No Discrimination.**

Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, national origin, age, marital status or because of the presence of any sensory, mental or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others, or in their exercise of their rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act. Provided, however, should any provision of this Agreement be in conflict with or inconsistent with the District affirmative action program such provision shall be renegotiated pursuant to Section 16.3.

#### **Section 3.4. Affirmative Action.**

The Association agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or inconsistent with the District's affirmative action program.

#### **Section 3.5. Americans with Disabilities.**

The Association agrees with and supports the concept of accommodation obligations under the provisions of the Americans with Disabilities Act; therefore, the parties mutually agree to use their best efforts to ensure that this agreement will not be in conflict with or inconsistent with the District's and Association's responsibilities to accommodation obligations under the provisions of the Americans with Disabilities Act.

#### **Section 3.6. Personnel Files.**

Employees shall, upon request, have the right to inspect the contents of their personnel file. The personnel file will be maintained in the District Human Resources office and will be available for inspection at that location by the affected employee in the presence of a representative of the Human Resources office. Upon request, a copy, at employee expense, of any documents contained

in the personnel file shall be afforded the employee. An employee will be notified, in writing of the entry of any derogatory information into the employee's personnel file within twenty (20) workdays of such entry. The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information. No such information may be used against an employee in disciplinary action without the employee's knowledge and opportunity to attach comments. Employees, at their discretion, may add materials which they deem appropriate. An employee may request, in writing, to have negative materials removed from the file after twenty-four (24) months.

### **Section 3.7. Employee Information.**

**Employees covered by this agreement will have the following information available on Employee Access:** their current salary rate per hour, salary step placement, sick leave, personal leave, vacation accrual rate, **current work year calendar**, PSP/CEOE/**Apprenticeship/Degree** stipend(s) and any subsequent changes throughout the year.

### **Section 3.8. Abbreviated Evaluation/Short Form.**

After an Employee has received four (4) consecutive years of satisfactory evaluations, the classified employee and supervisor may mutually agree to use the abbreviated evaluation procedure. Abbreviated evaluation procedures may not be used as a basis for considering an Employee's work unsatisfactory or for recommending disciplinary action.

An abbreviated evaluation procedure shall include either:

- a. A thirty (30) minute observation during the school year with a written summary, or
- b. A final annual written evaluation based upon the negotiated evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared, or
- c. Standard evaluation (long form) procedures must be followed at least once every three (3) years thereafter. Either an Employee or an evaluator may request application of standard evaluation procedures for any given year by informing the other party, in writing, on/or before the first day of October of the year in which the evaluation is to be performed.

### **Section 3.9. Employee Health and Safety.**

In the interest of personal health and safety, the District will, by September 1, annually distribute to employees the brief information sheet on how to respond to health and safety issues.

Some items to be included in the handout: Indoor Air Quality (IAQ) guidelines; Building disaster preparedness plans, Intruder alerts, planned facility improvements, Americans with Disabilities Act (ADA) Compliance plans, Lock downs, Staff input, Disaster preparedness, and Communication about risk management (preventative measures and personal property).

### **Section 3.10. Security Cameras.**

Security video cameras, whether inside or outside a district building/property, shall be used for the purpose of the safety, health and welfare of all students, staff, community, and visitors, and to safeguard district facilities and equipment. Video shall not be used in the formal evaluation process.

Video shall be viewed by district administrators or security. The employee will be notified if copies of the video or portions thereof were forwarded to a principal, assistant principal, or law enforcement officer.

Meetings requiring video viewing will take place in a private area. Only directly involved parties (i.e., employee, parent/guardian, student, administrator, law enforcement officer) may view the video.

**Section 3.11.**

HVAC systems shall remain operating and shall maintain temperatures per Washington State Administrative Code, Per WAC 246.366.090 and 246.366.080.

**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1. Association Responsibility.**

The Association has the right and responsibility to represent the interests of all employees consistent with Section 1.4 of this Agreement; to present its views to the District on matters of concern, either orally or in writing; to consult or be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices, regarding wages, hours and working conditions, which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

**Section 4.2. Delegation of Rights and Duties.**

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU 1948 State Organization.

**Section 4.3. Member Information.**

On or before the first day of October of each year during the term of this Agreement, the District shall provide the Association with the names and addresses of each employee in the bargaining unit unless such employee objects in writing. The District will provide the Association a monthly updating of new hires, retirements and terminations.

**Section 4.4. Inspection of Work Records.**

An employee, in conference with the supervisor and/or designee, may inspect the employee's hours of work records in order to ensure compliance with the provisions of this Agreement. An Association representative may be present at the employee's request.

**Section 4.5. Representative Visitation.**

Representatives of the Association, upon making their presence known to the supervisor and facility manager, will have access to the District premises during business hours, provided that no



conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

**Section 4.6. Bulletin Board Space.**

The District will provide bulletin board space at each facility for the use of the Association. Size, location, etc., will be at the discretion of the administrator in charge of the facility. The Association accepts the responsibility for all information posted and appearing on the space provided.

**Section 4.7. Release Time.**

The President/**Co-Presidents** of the Association and/or Designee will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or State meetings when the purpose of those meetings is in the best interest of the District as determined by the District administration.

**Section 4.8. Work Year Calendar.**

The District will annually meet with the Association to discuss their input on the District calendar prior to November 30. The District will also meet with the Association when calendar changes are needed.

**Section 4.8.1. Waiver/PLC Days.**

All employees covered by this collective bargaining agreement will not have their days/hours of work reduced or eliminated due to waiver/PLC days. Employees may trade waiver days to attend any preapproved training outside their regular shift or on Saturdays.

**Section 4.8.2. Calendar Adjustments.**

In the event the work calendar needs to be adjusted for less than twelve (12) month employees, the District will meet with the Association to determine when those days will be made up.

**Section 4.9. District Waiver Request and Notification.**

The District shall, when possible, make its best efforts to provide notice to the union of any principal waivers requested pursuant to the provisions of RCW 28A.30 if said waivers directly impact any union member.

**Section 4.10. WAEOP Conference.**

The District will grant release time without a deduction of pay for up to a maximum of ten (10) work shifts per school year to AAEOP employees elected as delegates to the annual WAEOP Conference provided no more than one (1) employee per work site is selected.

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1. Appropriate Matters.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are matters with respect to wages, hours, benefits, and working conditions of employees subject to this Agreement.

**It is further agreed and understood that the District will inform and meet with the Association at a reasonable time and place for discussions regarding substantive changes in wages, hours, benefits, and working conditions.**

**ARTICLE VI**

**LABOR / MANAGEMENT COMMITTEE**

**Section 6.1. Labor/Management Committee.**

The Association will designate a Labor/Management Committee of Chapter President or **Co-Presidents** and five (5) members who will meet with District designated representative (s) on a mutually agreeable basis to discuss appropriate matters of mutual interest. The PSE field representative may attend Labor/Management meetings. The District will allow a reasonable amount of time during working hours for such meeting and will provide suitable space to conduct meetings.

**Section 6.2. Employee Release.**

The Labor/Management Committee members, before leaving their work, will first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. Such meetings will not interfere with the normal operation of the department. Time during working hours will be allowed the Labor/Management Committee for attendance at meetings with the District. The employees will report their return to work to their supervisors.

**Section 6.3. Meeting Minutes.**

When formal meetings are held between the Labor/Management Committee and the District designated representative(s) pursuant to Section 6.1, formal minutes will be prepared.

**ARTICLE VII**

**HOURS OF WORK**

**Section 7.1. Normal Workweek.**

The regular workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

**Section 7.2. Definite and Regular Shift and Workweek.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed, unless an emergency beyond the control of the District arises, without prior notice to the employee of five (5) calendar days; provided, however, this notice may be waived by the employee.

**Section 7.3. Regular Work Shift.**

The regular shift shall consist of eight and one-half (8-1/2) or nine (9) hours, including a thirty (30) minute or one (1) hour uninterrupted lunch period as near the middle of the shift as is practical, and also including 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 is practical.

**The employee with the earliest hire date shall have preferential rights regarding shift selection and vacation periods, subject to the approval of the supervisor.**

**Section 7.4. Less than Normal Work Shift.**

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

**Section 7.5. Working Through Breaks.**

Employees required to work through a regular lunch period or rest period will be given time to eat or rest at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period or rest period and the employee works the entire shift, including the lunch or rest period, the employee will be compensated for the foregone period at the overtime rate.

**Section 7.6. Temporary Change of Assignment.**

Temporary assignment of an employee to a higher classification shall result in a change in the employee's wages and benefits. After the employee has assumed the duties of the higher position, the employee will be moved to the new rate of pay beginning with the first consecutive day of assignment. Such change does affect the vacation allotment and other benefits if the position the person occupies has more hours per day and works at least ten (10) days per month.

**Section 7.7. Cancellation of Work Assignment.**

In the event of cancellation of work assignment, the District will endeavor to notify each employee consistent with District emergency operation procedure.

Twelve –month employees report to work as usual unless the entire district is closed by order of the superintendent. Subject to the approval of the supervisor, late arrivals or full-day absences may be charged against vacation, personal leave or take a pay deduct.

Less-than-twelve-month employees will not report for duty on days of school closure. If a supervisor/principal requests a less-than-twelve-month employee to work on a closure day, the number of assigned days for that employee will be reduced by the number of days worked during

the school closure. (Less-than-twelve-month office staff, at the request of the principal or supervisor, will report to assist with telephone answering and other emergency procedures.) Subject to the approval of the supervisor, late arrivals or full-day absences may be charged against personal leave or take a pay deduct.

**Section 7.8. Overtime.**

Overtime assignments shall be distributed as the supervisor determines.

**Section 7.8.1.**

All hours compensated in excess of eight (8) hours per day or forty (40) hours per week will be paid at a rate of one and one-half (1-1/2) times the employee's base rate.

**Section 7.8.2.**

All hours worked on the sixth (6th) consecutive day shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate.

**Section 7.8.3.**

All hours worked the seventh (7th) consecutive day will be compensated at two (2) times the employee's base rate.

**Section 7.8.4.**

Employees requested by their supervisor to return to work after the completion of the regular workday or workweek will receive no less than two (2) hours pay at the appropriate rate, and if more than four (4) hours are worked under such circumstances, the employee will receive a minimum of eight (8) hours pay at the appropriate rate and an appropriate lunch period.

**Section 7.8.5. Extra Time/Overtime.**

As assigned by the supervisor and approved by a Human Resources administrator, extra time or overtime taken outside the employee's normal workday or year, will be permitted for the completion of duties and responsibilities. Compensation for such days or hours shall be at the employee's regular rate of pay or overtime, whichever is appropriate.

**Section 7.9. In-Service Time.**

The District shall provide an opportunity for employees to attend **forty (40)** hours of in-service and/or workshop training outside the normal workday. Employees working six (6) or more hours per day shall receive **forty (40)** hours of in-service and/or workshop training. **These in-service hours can be used for all mandatory training offerings including but not limited to: Skyward, Qmlativ, SafeSchools etc.** Those employees working less than six (6) hours per day shall receive **five (5)** times their shift for in-service hours (see chart below). Employees may be released from duties to attend such training if held during the workday. If held outside the workday, or at a time when school is not in session, the rate of pay shall be the employee's regular hourly rate of pay. Subjects and dates will be mutually discussed by the parties with final determination to be made by the District.

Three (3) hour employee = **15** hours of in-service (**7.5** hours may be flexed in the office).

Four (4) hour employee = **20** hours of in-service (**10** hours may be flexed in the office).

Six (6) hour or more employees may flex **twenty (20)** hours of their in-service time per school year. If flex hours cause the employee to work over forty (40) hours per week, the extra time shall be paid at time and a half. Less than six (6) hour employees may flex in-service hours as indicated above. The flexed hours may be performed after their regular work shift or on the weekend.

## **Section 7.10. Additional Office Support.**

### **Section 7.10.1. High School Office Assistants.**

The benchmark for adding three (3) additional hours of daily time is 1,700 students or as designated by the OSPI challenging schools list. Enrollment will be reviewed on a month-to-month basis. Substitute coverage for these hours will be provided if the enrollment trigger is met. Those high schools wishing to appeal the District's decision not to grant additional time should contact the Assistant Superintendent, Human Resources in writing for review and final determination with a copy to the PSE AAEOP President/**Co-Presidents**. An additional four (4) hours per day of office time will be assigned to schools at 1,800 or more students. March-enrollment and/or the challenging schools list will be used when determining assistance for the upcoming school year and the person will begin three (3) days prior to school starting. One (1) of these three (3) days is worked one (1) day prior to school and the equivalent to two (2) additional days to be worked in August in coordination with the office manager. Those two (2) days (in equivalent hours) will be paid as extra hours. The office manager shall provide input on the scheduling of these hours and extra days. High schools with less than 500 enrollment will be excluded from this section. **Should enrollment significantly drop below or increase above the threshold for two (2) months in a row, the District will meet with the Association about the adjustment in hours.**

### **Section 7.10.2. Middle School Office Assistants.**

The benchmark for adding three (3) additional hours of daily time is 800 or more students or as designated by the OSPI challenging schools list. Enrollment will be reviewed on a month-to-month basis. Substitute coverage for these hours will be provided if the enrollment trigger is met. Those middle schools wishing to appeal the District's decision not to grant additional time should contact the Assistant Superintendent, Human Resources in writing for review and final determination with a copy to the PSE AAEOP President/**Co-Presidents**. An additional four (4) hours per day of office time will be assigned to schools at 900 or more students. March enrollment and/or the challenging schools list will be used when determining assistance for the upcoming school year and the person will begin three (3) days prior to school starting. One (1) of these three (3) days is worked one (1) day prior to school starting and the equivalent of two (2) additional days to be worked in August in coordination with the office manager. Those two (2) days (in equivalent hours) will be paid as extra hours. The office manager shall provide input on the scheduling of these hours and extra days. **Should enrollment significantly drop below or increase above the threshold for two (2) months in a row, the District will meet with the Association about the adjustment in hours.**

**Section 7.10.3. Elementary School Office Assistants.**

The total enrollment will include ECE/Peer Model Students. The benchmark for adding three (3) additional hours of daily time is **425** students or as designated by the OSPI challenging schools list. Enrollment will be reviewed on a month-to month basis. Substitute coverage for these hours will be provided if the enrollment trigger is met. Those elementary schools wishing to appeal the District’s decision not to grant additional time should contact the Assistant Superintendent, Human Resources in writing for review and final determination with a copy to the PSE AAEOP President/Co-Presidents. An additional four (4) hours per day of office time will be assigned to schools at **525** or more students. An additional three (3) hours per day of office time will be assigned to schools at 690 or more students. March enrollment and/or the challenging schools list will be used when determining assistance for the upcoming school year and the person will begin three (3) days prior to school starting. One (1) of these three (3) days is worked one (1) day prior to school starting and the equivalent of two (2) additional days to be worked in August in coordination with the office manager. These two (2) days (inequivalent hours) will be paid as extra hours. The office manager shall provide input on the scheduling of these hours and extra days. **Should enrollment significantly drop below or increases above the threshold for two (2) months in a row, the District will meet with the Association about the adjustment in hours.**

**Section 7.11. Four-Ten Work Week =Twelve-Month Employees.**

Twelve (12)-month employees, in consultation with their supervisor, may work a four-ten (4-10) work week for **Spring break** and six (6) weeks beginning with the first full **work** week of July.

**Section 7.12. Summer Flex Hours.**

Twelve (12) month employees in consultation with their supervisor and coordination with their co-workers may flex **their lunch break from one hour** to thirty minutes in order to leave early or arrive late for **Spring break** and six (6) weeks beginning with the first full **work** week of July.

**Section 7.13. Office Manager Input.**

The Office Manager at each work site will have the opportunity for input on the scheduling of assistants time for maximum effect on workload issues within the parameters of the Office Assistant’s job description.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

All employees shall receive the following paid holidays that fall within their work year:

- |                                |  |
|--------------------------------|--|
| 1. New Year's Day              | 7. Veterans’ Day                       |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day                    |
| 3. Presidents' Day             | 9. <b>Native American Heritage Day</b> |
| 4. Memorial Day                | 10. Christmas Eve                      |





- 5. Independence Day
- 6. Labor Day

- 11. Christmas Day
- 12. New Year's Eve

Normally, when any of the aforementioned holidays falls on a Saturday, the previous Friday shall be observed, and when one of these holidays falls on a Sunday, the subsequent Monday shall be observed.

**Section 8.1.1.**

Employees working less than a twelve (12) month assignment will not receive pay for *New Year's Eve* and Independence Day (unless the employee's calendar has been extended into July).

**Section 8.1.2. Unworked Holidays.**

Eligible employees will receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday will be eligible for pay for such unworked holiday.

**Section 8.1.3. Worked Holidays.**

Employees who are required to work on the aforementioned holidays will receive the pay due them for the holiday, plus one and one-half (1-1/2) times their base rate for all hours worked on such holidays, unless the employee begins work at 10:00 p.m. or thereafter on that date. Employees required to work on any of the above holidays will be paid for not less than two (2) hours.

**Section 8.1.4. Thanksgiving Flex Time.**

Regularly employed employees who are interested in being released upon student dismissal the Wednesday before Thanksgiving may accumulate flex time as stated below:

In the month of November, prior to Thanksgiving, employees will be allowed to flex the difference of time between when students are released and the end of their regular work shift assuming critical work tasks are completed. This flexed time beyond eight (8) hours per day will not be subject to overtime pursuant to Section 7.8.1 of the agreement.

**Section 8.2. Vacations.**

All employees subject to this Agreement will be allowed hours of vacation credit based on hours worked during the calendar year September 1 through August 31. Such vacation credit will be earned, vested, and used as designated in this Article.

**Section 8.2.1. Vacation Time.**

The vacation credit to which an employee will be entitled will be computed as follows:

**Less-than-12-month**

**Years of Service**

**Hours of Vacation Credit**

**1 - 9**

**One (1) hour for each eighteen (18) hours worked not to exceed 120 hours per year.**

**10 +**

**One (1) hour for each ten (10) hours worked not to exceed 160 hours per year.**



<u>12 Months +</u>	
<u>Years of Service</u>	<u>Days per year</u>
1-5	15
6+	20

**Section 8.2.1.1. Less-than-12-Month.**

In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.

At the beginning of the **tenth** (10th) year of the collective bargaining agreement school year, the employee will move to the next vacation accrual level.

**An employee with less than a twelve (12) month assignment may not take vacation days off during the school year; instead they will receive paid vacation credit prorated in their annual pay over a twelve (12) month period. Those employees who work less than their full annual assignment will receive vacation credit according to the number of hours worked in the year.**

**Section 8.2.1.2. Twelve Month.**

At the beginning of the **employee's sixth (6<sup>th</sup>) year of service**, the employee will move to the next vacation accrual level. Twelve (12) month employees shall receive their annual accumulation at the beginning of the school year. If, on the date of resignation or discharge, an employee has used more vacation than earned, the unearned vacation shall be deducted from the employee's final check.

**Section 8.2.1.3. Vacation Credit Computation.**

All straight time hours for which an employee is paid (excluding vacation credit hours, holiday hours, and disability hours) will be counted as hours worked in the computation of vacation credit.

**Section 8.2.1.4. Vacation-Substitutes.**

The District will provide substitutes (when available) for twelve (12)-month employees during their vacation periods.

**Section 8.2.2. Vacation Requests.**

It is mutually agreed that vacations shall be scheduled at the request of the employee and approval of the supervisor will not be unnecessarily declined. **Denied requests can be appealed to the Human Resources Department for reconsideration.**

**Section 8.2.3. Vacation Limits.**

**Vacation limits will be audited on August 31 of each year. Vacation will be limited to twice the amount of an employee's annual accrual.**



**Section 8.2.4. Annual Cash Out.**

**Employees accruing vacation are eligible to cash out up to five (5) days of vacation at their hourly rate of pay per year so long as a minimum of ten (10) days is maintained.**

**Section 8.2.5. Cash Out Upon Separation/Retirement.**

**At separation, employees accruing vacation are entitled to cash out any accumulated vacation up to thirty (30) days.**

**Section 8.2.6. Vacation to Extend Employment.**

**Vacation cannot be used to extend employment at separation or retirement without approval from the Superintendent or designee.**

**ARTICLE IX**

**LEAVES**

**Section 9.1. Sick Leave.**

Twelve (12) month employees will receive twelve (12) days sick leave annually. Eleven (11) month employees will receive eleven (11) days sick leave annually. An employee hired during the year or an employee with less than an eleven (11) month assignment will be entitled to the number of days based on the maximum allowable and computed in direct relationship to the number of workdays in the year, rounded to the nearest one-half (1/2) day, provided, however, less than full-time employees shall be entitled to that portion of ten (10) days as the total number of days worked bears to one hundred eighty (180) days. Employees shall receive their annual accumulation at the beginning of the school year. If, on the date of resignation or discharge, an employee has used more sick leave than earned, the unearned leave shall be deducted from the employee's final check. Sick leave may be accumulated up to the number of days/shifts in the employee's assigned work year. Salary deduction for absence in excess of the allowance will be based on the number of working hours and/or days.

The employee must report an absence as soon as known and no later than one (1) hour prior to that employee's starting time on the day of the absence, if possible. The employee must submit, through Employee Access, their time off request within forty-eight (48) hours of returning to work. A time off request in excess of five (5) consecutive days will be submitted to their building supervisor or designee and a written statement from a physician verifying the dates of the absence and releasing the employee to return to work. Such verification will be received by the District prior to reinstatement of the employee's pay status.

Illness or disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are considered temporary disabilities and will be treated as any other personal illness or disability. Within the first sixteen (16) weeks of pregnancy, the employee will provide the District a statement from a licensed medical doctor authorizing the employee's continued service in the position as assigned. Further, the employee will provide a statement from a licensed medical doctor regarding any change of status or limitations.

**Section 9.1.1. State Sick Leave Attendance Incentive.**

Compensation for accrued but unused sick leave shall be as provided in the sick leave attendance incentive program (see RCW 28A.58) as now or hereafter amended.

**Sick Leave Buy Back Program.**

In January, any eligible employee may exercise an option to receive remuneration for sick leave not used in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of unused sick leave as long as the employee has sixty (60) days accrued sick leave.

At **the** time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued sick leave.

Not more than one hundred eighty (180) sick leave days shall be eligible for conversion. At the beginning of each school year, employees may vote whether to receive such remuneration in their pay or in a VEBA account.

An employee may use accrued sick leave for an employee or family member, mental or physical illness, injury or health condition; to accommodate for employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care. A family member includes spouse, domestic partner, parent, parent-in-law, child (regardless of age), grandparent, grandchild, or sibling.

**Section 9.2. Emergency Leave.**

A maximum of three (3) paid days will be allowed annually for absences owing to suddenly precipitated problems which are of a nature that preplanning was not possible or could not have relieved the necessity for the employee's absence. Additional emergency leave may be granted by the Superintendent/Designee. Such leave shall be deducted from those accumulated pursuant to Section 9.1 above.

The employee must submit, through Employee Access, their time off request within forty-eight (48) hours of returning to work, indicating the nature of the emergency in the description box.

In instances in which the employee deems the reason for the emergency to be of a confidential personal nature, the reason for absence needs to be divulged only to the Superintendent or Designee. A statement in the description box should indicate that the emergency was of a confidential personal nature and discussed with the Superintendent or Designee.

**Section 9.3. Bereavement Leave.**

A maximum of five (5) bereavement leave days will be allowed. Bereavement leave will be allowed as follows:

1. Death of spouse, domestic partner, son, or daughter – up to five (5) days per bereavement.
2. Death of father, mother, parent surrogate, sister, brother, and any other relative who is a

- member of the employee's household or of whom the employee is the sole support - up to five (5) days per bereavement.
3. Death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren - up to three (3) days per bereavement.
  4. Death of non-immediate family member and non-family member - one (1) day per bereavement.

**Section 9.4. Non-Paid Child Rearing Leave.**

At the discretion of the District, an employee may be granted non-paid child rearing leave in addition to that legislated. Leave will commence subsequent to childbirth and at such time as the employee's physician certifies that the employee is physically able to return to normal duties. Child rearing leave will be for a single school year (September-August) in duration, or the remainder of a single school year and will not include parts or portions of two years. The intent of such leave will be to permit the employee to remain home with an infant for a limited time. At the conclusion of said leave, the employee will be returned to the next available position for which the employee is qualified by reason of training and experience. Refusal of an employee to accept the position as offered will result in termination. Benefits will be reinstated to the employee at a level consistent with the Agreement then in effect.

**Section 9.5. Workers Comp/L&I.**

Any employee covered by Workmen's Compensation and State Industrial Insurance will, upon loss of time due to a job-related injury or illness, be paid leave as provided and allowed under Washington law and regulation.

**Section 9.6. Jury Duty/Legal.**

In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a witness in court on School District business, or is named as a codefendant with the School District, the employee will receive the normal day's pay for each day required in court. Such payment will not exceed the employee's normal daily pay less bona fide expenses. In the event the employee is a party (plaintiff or defendant) in court action, leave without pay may be granted.

**Section 9.7. Leave of Absence.**

At the discretion of the Board of Directors, an employee may be granted a non-paid leave of absence for one (1) work year. A work year shall be defined as a school year from September 1 through August 31 and shall not include portions of two (2) school years. At the conclusion of said leave, the employee may be returned to their current position or the next available position for which the employee is qualified by reason of training and experience. Benefits and seniority will be reinstated at the level in effect at the time the employee returns.

**Section 9.7.1. Leave Replacement Employee.**

A temporary leave replacement can be hired for the open position created by Section 9.7. The district may elect to fill the temporary leave position with a current AAEOP employee at that building, at the higher rate of pay.

**Section 9.8. Family and Medical Leave.**

As now or hereafter amended, the District will comply with legislated family and medical leave provisions.

**Section 9.8.1. Washington State Family & Medical Leave. (RCW 49.12.270 & RCW 49.12.265).**

As now or hereafter amended, the District will comply with legislated family and medical leave provisions. Under the provisions of this legislation as follows:

1. If, under the terms of a collective bargaining agreement or employer policy applicable to an employee, the employee is entitled to sick leave or other paid time off, then an employer shall allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement or employer policy applicable to the leave, except for any terms relating to the choice of leave.
2. Use of leave other than sick leave or other paid time off to care for a child, spouse, parent, parent-in-law, or grandparent under circumstances described in this section shall be governed by the terms of the appropriate collective bargaining agreement or employer policy, as applicable.

The definitions in this section apply throughout RCW 49.12.270 through 49.12.295 unless the context clearly requires otherwise.

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.
2. "Grandparent" means a parent of a parent of an employee.
3. "Parent" means a biological parent of an employee or an individual who stood in loco parent is to an employee when the employee was a child.
4. "Parent-in-law" means a parent of the spouse of an employee.
5. "Sick leave or other paid time off" means time allowed under the terms of an appropriate collective bargaining agreement or employer policy, as applicable, to an employee for illness, vacation, and personal holiday.
6. "Spouse" means a husband or wife, as the case may be.

**Section 9.8.2. Federal Government Family and Medical Leave.**

An employee will be granted up to a twelve (12) week leave of absence in a twelve (12) month period if the following conditions are met:

A. The employee has worked one thousand two hundred and fifty (1,250) hours in the previous twelve (12) months. Work to include all hours compensated for work; e.g., in-service, training and overtime.

B. Meet one of the following conditions:

1. The birth of the employee's child (entitlement to the leave expires one year after the birth).
2. Placement of a child under the age of eighteen (18) with an employee for adoption or foster care (entitlement to the leave expires one year after the adoption or foster care placement).
3. Care for a spouse, child, or parent of the employee who has a "serious health condition" (leave for a child over the age of seventeen (17) may be taken only if the child is incapable of self-care).
4. Because of a serious health condition that renders the employee unable to perform their job.

C. Conditions applicable to the leave include the following:

1. The employer is not required to pay the employee during the leave.
2. Exemptions from this status may apply depending upon number of employees at a work site.
3. The employer may require the employee to use accrued paid vacation leave, personal leave, or family leave.
4. During leave the employer's portion of health plan coverage will continue. If the employee fails to return from leave, the employee shall reimburse the employer for such coverage if the failure to return was not due to illness of the employee or a family member.
5. Unless there are unusual circumstances, the employee must request this leave thirty (30) days in advance of the commencement of the leave.
6. Normally, the employee will return to the employee's previous position. An example of an exception would be a reduction in force.

### **Section 9.9. Personal Leave.**

Employees will be given three (3) days of paid personal leave annually to take care of personal business. An employee may **accumulate and use up to six (6) personal leave days per year. These personal leave days may also be used in fifteen (15) minute increments.** No more than **ten (10)** employees may access personal leave before or after holidays or breaks. Leave at that time will be allocated on a first come, first served basis. Such leave shall be prearranged and

subject to the approval of their supervisor. Denial of personal leave can be appealed to the Superintendent or Designee.

Employees will be permitted to utilize their personal leave due to inclement weather.

**Section 9.10. Attendance Incentive Program.**

An employee must work a minimum of six (6) hours per day in a regular position to be eligible for this program. To be eligible for this award, the employee must be a current employee at the commencement and conclusion of the award period (however, employees who satisfy these requirements but the awards are delayed for administrative reasons shall be considered as current employees, e.g., employees who retire or resign and have completed their calendar year). The award shall not be available to those employees whose separation of employment was for disciplinary or related reasons.

Attendance incentive awards will be given to any eligible employee for the period from September 1 through January 31, and from February 1 through the end of the employee's school year:

Eligibility: Any employee who works six (6) or more hours per day. Any employee who is not absent from work.

Exceptions: Jury duty, industrial injury (L&I) or time off for legal action undertaken by the Workers Compensation Trust, District-approved vacation days, or bereavement leave shall receive the attendance incentive award in accordance with the table below. Payment shall be made for those eligible **on** the February and September pay warrants. Twelve (12)-month employees will receive two hundred fifty dollars (\$250.00) for each eligible attendance period, and less than twelve (12)-month employees will receive two hundred dollars (\$200.00) for each eligible attendance period.

Attendance incentive awards shall be distributed in the following amounts:

Regular Hours Worked - Less Than 12 Month Employee Amount 6-8.0 = \$400  
Regular Hours Worked - Twelve Month Employee Amount 6-8.0 = \$500

**Section 9.11. Leave Sharing.**

As now or hereafter amended, the District has implemented a leave sharing policy. Questions regarding the ability to share and/or receive leave should be directed to Human Resources.

**Section 9.12. Paid Family Medical Leave (PFML).**

The District and bargaining unit employees will comply with State law regarding paid family and medical leave.

**Section 9.13. Substitute Management System.**

If a substitute is required for any absence, the employee must enter the absence into the Substitute Management System.

## ARTICLE X

### EMPLOYMENT, SENIORITY, AND LAYOFF PROCEDURES

#### **Section 10.1. Seniority Established.**

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date"), in an open position, unless such seniority shall be lost as hereinafter provided (exclusive of temporary summer hires of sixty (60) workdays or less). For the purpose of this section, an open position is a regular position to which no other employee has continuing claim.

#### **Section 10.1.1. Seniority Tie Breaker.**

Should two (2) or more employees have the same hire date, seniority shall be decided by lot. The Association president (or co-presidents) shall witness the drawing.

#### **Section 10.2. Probation.**

Probation will commence on the effective date of employment as a regular employee. New regular employees will serve a probationary period of ninety (90) calendar days. During this probationary period, the District may terminate such employee at its discretion. By mutual agreement between the supervisor and employee, the probationary period may be extended for up to an additional time not to exceed a total probationary period of ninety (90) workdays, provided the employee has been given the opportunity to have an Association representative present when asked about the extension.

#### **Section 10.2.1.**

At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date; provided, however, Section 14.1 and 14.2 will not apply.

#### **Section 10.3. Seniority Lost.**

The seniority rights of an employee shall be lost for the following reasons without limitation:

- A. Resignation;
- B. Discharge; or
- C. Retirement.

#### **Section 10.4. Seniority Not Lost.**

Seniority rights will not be lost for the following reasons without limitation:

- A. Time lost by reason of industrial accident or illness of one (1) year or less;
- B. Time spent on authorized leave.

#### **Section 10.5. Application of Seniority.**

The employee with the earliest hire date shall have preferential rights regarding promotions, assignments, or open jobs, when ability and performance are equal with those of individuals junior to **them**.



**A member of the bargaining unit who applies for a bargaining unit position and does not receive the position, may request a meeting with the Human Resources administrator to discuss the reason(s) for the hiring decision pursuant to Article XIV of the contract, Step I.**

The bypassed employee(s) may request review of the District's bypass decision. Seniority bypass grievances will be processed pursuant to Article XIV of the contract and begin at Step 2 with Human Resources serving as the immediate supervisor.

**Section 10.6. Open Positions.**

Within five (5) workdays of notification of an opening, the District shall post the position. Open positions shall be posted for ten (10) workdays. The District may post internally and externally at the same time. The District shall make available to the President (or co-presidents) or Designee a published notice of open positions within five (5) days of posting. Should the open position require the use of a substitute for an interim period, the interim period shall be no longer than thirty (30) workdays. Employees must complete an online application for the position published within the date and time set by the District. If online application is not made, the employee does not have the right of grievance. Open position notices will be posted on the District's website under current job openings.

**In filling job openings, the employer will take into consideration skill, past work record, seniority, and merit.**

Interviews will be scheduled within ten (10) workdays of the closing, interviews held within fifteen (15) workdays of the closing and offered within twenty (20) workdays of the closing. If the District cannot meet the timelines, it will communicate with the Association.

**No less than five (5) internal bargaining unit members shall be granted an interview, provided they meet the minimum qualifications for the position and have submitted an online application.**

**Section 10.6.1. Notices.**

Open position notices shall include the specific position, duties, location, hours/day, days/year and total hours of work.

**Section 10.6.2. Within Bargaining Unit Applications.**

**All employees covered by this Agreement shall have the right to apply for any bargaining unit position which is advertised in accordance with Section 10.6. above. Employees should do so by keeping updated current materials in the district on-line application system and submitting application via that system.**

**Section 10.6.3. Reversion.**

Employees shall have the right to return to their previous position within fifteen (15) workdays of beginning a new position, pending approval from previous supervisor.



**Section 10.6.4. Return to an AAEOP Position.**

If an AAEOP member leaves the bargaining unit and remains employed with the Auburn School District, then returns to an AAEOP position, they will retain their seniority within AAEOP for up to an absence of one (1) year.

**Section 10.7. Reduction in Force (RIF).**

The District will conduct a reduction in force according to seniority within the RIF classification, as defined in the appendix. When the District determines to RIF employee(s), the least senior employee(s) within the RIF classification will be RIF'd. A reduction in employee(s) work hours of one hour or more shall be considered a reduction in force unless otherwise agreed to by the District and the Association. Employees laid off/reduced in hours as a result of reduction in force will be placed in a reemployment pool and will have priority (as provided by Section 10.6) in the filling of an opening/restoration of hours in the RIF classification according to seniority. Personnel shall remain in the pool for twenty four (24) months following the reduction in force.

All employees who have been placed in the reemployment pool shall be reemployed before anyone from outside the District is employed. Exceptions may be made if no one in the pool meets the minimum qualifications for the open position.

**Section 10.8. Layoff.**

**Section 10.8.1.**

Employees on layoff status shall file their addresses and telephone numbers, in writing, with Human Resources and shall thereafter promptly advise that office, in writing, of any change of address or telephone numbers or availability for employment.

**Section 10.8.2.**

Employees shall forfeit the rights to reemployment upon rejection of an offer of reemployment to a position equal in hours, days and classifications to the position from which they are laid off.

**Section 10.8.3.**

An employee shall forfeit rights to reemployment as provided in Section 10.8, if the employee does not accept the offer of reemployment within five (5) workdays and/or report for work within eleven (11) workdays from date of offer.

**Section 10.8.4.**

Employees who are regularly available as substitutes shall accumulate seniority while on layoff status but shall not increase on the salary schedule.

**Section 10.8.5.**

Any employee not reemployed and remaining in the pool will be placed on the District's substitute list for AAEOP positions and will be used in that capacity before any outside person(s).

## ARTICLE XI

### DISCHARGE OF EMPLOYEES AND NOTIFICATION TO NON-ANNUAL EMPLOYEES

#### **Section 11.1. Just Cause.**

The District shall have the right to discipline, suspend, or discharge an employee for cause. The District shall have the right to suspend an employee at will at the employee's regular rate of pay.

#### **Section 11.2. Notice of Layoff or Discharge.**

Except in extraordinary cases, and as otherwise provided in this Article, the District will give an employee two (2) weeks' notice of intention to lay-off, and one (1) week notice of intention of discharge. The employee will give the District two (2) weeks' notice of intention to resign.

#### **Section 11.3. Forfeiture of Seniority Rights.**

Employees who resign or are discharged will forfeit all rights and seniority.

#### **Section 11.4. Absent from Duty.**

Employees who are absent from duty for reasons other than those provided for in this Agreement, Article IX, will be suspended without pay for three (3) days for first violation and subject to termination for second violation within any three (3) year period of time. Such discipline includes, but is not limited to, violation or misuse of any leave provision included within this Agreement.

#### **Section 11.5. Less than Twelve Month Employees.**

This section and the following subsections are applicable to those employees whose duties necessarily imply less than twelve (12) months work per year.

##### **Section 11.5.1.**

Should the District decide to discharge or lay off any non-annual employee, the employee will be so notified in writing.

##### **Section 11.5.2.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

## ARTICLE XII

### INSURANCE AND RETIREMENT

**Section 12.1. SEBB.**

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance. Employees will have thirty-one (31) days to enroll after the first date of eligibility.

**Section 12.1.1. Open Enrollment.**

Regular employees shall have the option, consistent with the requirements of provider contracts, to change or enroll in insurance programs during the annual open enrollment period.

**Section 12.2. Retirement.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District will comply with applicable laws and regulations.

**Section 12.3. Bodily Assault: Deductible (Co-Pay) Reimbursement by District.**

If the employee is injured by assault during the scope of their workday, the employee will be reimbursed by the District for their medical co-pay charges. The employee injured because of a personal assault arising from and/or in the scope of their employment, will not be deducted sick leave days for an absence owing to such assault. If the employee is eligible to receive benefits under a medical insurance plan, co-pays required by the provider will be reimbursed by the District.

**Section 12.4. Personal Property Damage.**

An employee who sustains loss or damage to their personal property arising from and/or in the scope of employment may apply, in a timely manner, for reimbursement of the cost of repair or replacement. Request for reimbursement will be made by a letter addressed to the business office. The letter will include a full statement describing and listing all damages incurred; and noting the date, hour and witnesses. The letter requesting reimbursement will be forwarded to the business office through the building administrator. If, upon determination by the District and/or their Agent of Record, the employee is deemed negligent in all or part for the damage to their personal property, the reimbursement might be decreased or denied. Reimbursement shall be in the amount authorized by the District insurance provider or Business Office Cabinet Member.

**Section 12.5. VEBA.**

The District will continue to provide optional VEBA enrollment opportunities to eligible AAEOP employees on an annual basis.

**Section 12.6. Employee Assistance Program (EAP).**

The District provides an employee assistance program (EAP) for employees covered by this collective bargaining agreement. If you wish to utilize this program, contact the Auburn Human

Resources Department (253-931-4916). You are not required to discuss your issue or identify yourself when requesting EAP information.

**Section 12.7. IRS Section 125 Plan.**

The District agrees to make a 125 plan available to employees for insurance premiums to the extent provided by law and/or statute. Through these plans, employees have the option to set aside pre-taxed dollars for payment of qualifying medical and/or child-care expenses. Interested employees should contact the payroll department (253-931-4924).

**Section 12.8. Classified Employees Death Benefits.**

A one hundred fifty-thousand-dollar (\$150,000) death benefit shall be paid as a sundry claim to the common school system employee's estate who is killed in the course of employment. The determination for eligibility for the benefit shall be consistent with Title 51 RCW by the Department of Labor and Industries. The Department of Labor and Industries shall notify the Director of the Department of General Administration (if an employee's estate is determined to be eligible for payment under this section) by order under RCW 51.52.050. as now, or as hereafter amended.

## ARTICLE XIII

### ASSOCIATION MEMBERSHIP

**Section 13.1.**

The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees' decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District in a bargaining unit.

**Section 13.2. Membership Rescission.**

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following the constitution and bylaws, and any and all relevant conditions, policies, and procedures. Providing such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-member status consistent with the notification section 13.4.

**Section 13.3. New Hire Notification.**

The District shall notify the Union in writing of all new hires within ten (10) business days of when such employees are approved to work for the District as a substitute, temporary, or regular employee in any job title set forth on the Schedule B of this Agreement, including name, home mailing address, phone number, job title, work email, work location and hire date. The Employer shall give a copy of this working agreement to each employee when hired.

**Section 13.4. Dues and Checkoff.**

PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with “E-SIGN”. PSE/SEIU 1948 will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, the District may have access to the .wav files associated with the voice authorization. PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

**Section 13.5. Checkoff.**

The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington/SEIU 1948 on a monthly basis.

**Transactions will be received by the first Monday following payroll.**

**Section 13.5.1. Classified Report to the Association.**

The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to the Treasurer of PSE listing: the name and amount of PSE dues deducted for each bargaining unit employee. The District shall provide a list of current addresses and telephone numbers of bargaining unit employees to the Association upon request.

**Section 13.5.2. Local Chapter Dues.**

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

**Section 13.6. Hold Harmless.**

The Association shall hold the District harmless and indemnify the District for the administration of this Article done pursuant to this Article.

**Section 13.7. New Hire Orientation.**

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the Association. No employee may be mandated to attend the meetings or presentations by the Association, “Reasonable Access” for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee’s start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and Association.

**Section 13.8. Political Action Committee.**

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 on a check separate from the Union dues transmittal check. Section 13.7 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by PSE about the right to revoke the request.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### **Section 14.1. Definition.**

Grievance is defined as a claim by an employee that a misinterpretation, misapplication, or violation of this Agreement has personally and adversely affected the employee. All other matters by this reference are specifically excluded from action under this section. Grievances arising between the District and the employee will be resolved in strict compliance with this Article. In arriving at any disposition or settlement, neither party will have the authority to alter the Agreement.

#### **Section 14.2. Grievance Claims.**

Grievance claims will be processed as rapidly as possible. The number of days indicated at each step will be considered as maximum and every effort will be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. Failure of the employee to proceed with the grievance within time limits provided will result in dismissal of the grievance. Failure of the District to take required action within time limits provided will entitle the Association to move to the next step in the grievance procedure. The employee may be accompanied by a representative of his/her choice at Steps 1 through 4 of the grievance process.

**Step 1.** An employee with a grievance claim will discuss such claim first with the immediate supervisor within thirty (30) working days of the occurrence of the incident giving rise to the grievance. Every effort will be made to resolve the grievance claim at this level in an informal manner. The supervisor will have five (5) working days after the meeting with the grievant to respond.

**Step 2.** If the matter is not resolved to the employee's satisfaction at Step 1, or the supervisor does not respond to Step 1 within five (5) working days, the employee must submit to the immediate supervisor within ten (10) working days a written statement of the grievance containing the following:

- A. The facts on which the grievance claim is based, the alleged violation(s) which has personally and adversely affected the employee.
- B. The remedy sought.

The employee will submit the written statement of grievance which will be controlling throughout the resolution of the grievance and will be modified only by mutual consent. The supervisor will have ten (10) working days to respond.



**Step 3.** If the matter is not resolved at Step 2, or the supervisor does not respond within ten (10) working days, the Association will notify, in writing, the Superintendent or Designee within fifteen (15) working days of the employee's receipt of notification of disposition at Step 2, or within fifteen (15) working days if the supervisor does not respond. The grievant and Superintendent/designee shall meet to discuss the grievance. A decision will be rendered within fifteen (15) work days after this meeting.

**Step 4.** If no settlement has been reached within the time period referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may, within thirty (30) calendar days of the decision at Step 3, request binding arbitration of the grievance. The Arbitrator's deliberation will be limited to the statement of grievance and proposed resolution. Further, the Arbitrator will be without power to make a decision which requires commission of an act prohibited by law or which is outside the scope of the Agreement. If any questions arise as to the arbitrability, such questions will first be ruled upon by the Arbitrator selected to hear the dispute. The parties will be bound by the rules of the American Arbitration Association except as otherwise agreed. The sections of the Collective Bargaining Agreement alleged to be violated are controlling and will not be expanded during the grievance process unless by mutual consent.

The decision of the Arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. The costs, if any, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association.

## ARTICLE XV

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 15.1. Compensated for All Hours Worked.**

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

#### **Section 15.2. Salaries in Schedule A.**

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

#### **Section 15.3. Salaries for Term of Agreement Provision.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVI, Section 16.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

#### **Section 15.4. Retroactive Pay.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of an Agreement, if possible, and in any case not later than the second regular payday.

**Section 15.5. Use of Personal Vehicle.**

Employees required to drive personal vehicles from one building to another in the course of their regular work will receive mileage allowance at the adopted District rate.

**Section 15.6. Overnight Assignment.**

Employees required to remain overnight on District assignment will be reimbursed for actual board and room expenditures (receipts required).

**Section 15.7. Payday.**

Payday for employees will be the last business day of the month. All employees shall receive their pay in twelve (12) monthly payments. An employee who is discharged or who terminates employment will receive adjusted payment with the final paycheck.

**Section 15.8. Salary Placement.**

The District will observe all laws concerning salary placement as described in RCW 28A.400.300.

**Section 15.8.1. Less than Full-Time Employees.**

Employees will be eligible for advancement to the next appropriate step, on September 1, provided the employee has served in a position covered by this Agreement at least one-half (1/2) of the assigned work year for that position. If an employee moves from one position in the bargaining unit to another position in the bargaining unit, the employee will maintain step placement and days worked to be credited towards determination of one-half (1/2) of the work year.

**Section 15.8.2. Full-Time Employees.**

For purposes of computing years of service, the period of September 1 through August 31 will be considered a work year, during which one hundred twenty (120) workdays must be served. If this service requirement has been fulfilled, appropriate step advancement, will be made on September 1.

**Section 15.8.3. Step Placement After Probationary Period.**

Within twenty (20) working days of completion of the probationary period, prior experience may be petitioned by the employee to Human Resources.

**Section 15.8.3.1. Prior WA Educational Experience.**

Individuals with Washington State educational experience, in the related field, will be placed one (1) year to one (1) year for applicable experience on the salary schedule.

**Section 15.8.3.2. Non-Educational Experience.**

If allowed, two (2) or more years of applicable experience in business, will be eligible for a one (1) step advancement.

**Section 15.8.3.3.**

Only directly applicable prior experience will be considered for step placement.



**Section 15.8.3.4.**

Prior experience of less than twelve (12) months with any one employer will not be credited.

**Section 15.8.3.5.**

If prior experience has been for one company only, the first year must be a full twelve (12) months. Credit will be allowed for each additional fraction of a year.

**Section 15.8.3.6.**

For purposes of computing prior experience credit, a year of employment will start on the first date of employment.

**Section 15.8.3.7.**

The employee will be expected to provide the human resources office proof of employment from previous employers--starting and termination dates--or in lieu of proof, submit a W-2 form or similar verification of employment.

**Section 15.8.3.8.**

Prior experience in this or another educational entity in a capacity other than office personnel will not apply toward experience and/or benefits unless mandated by State law.

**Section 15.8.3.9.**

Salary adjustment for approved prior experience will be effective the first day of the month following the employee's submission of the paperwork to the District Human Resources Office.

**Section 15.9. Allowance for Apprenticeship, Degrees and PSP Certificates.**

The holder of a certificate earned under the Professional Standards Program (PSP) of the National Association of Educational Office Professionals (NAEOP) and/or the Washington State PSE Apprenticeship Program will receive the following monthly amounts for the highest certificates held. The apprenticeship stipend (\$1.00 per hour) will be paid in addition to any other stipend earned. When applicable, the CEOE stipend will be paid in addition to one of the other six stipends:

Basic	-\$30.00	thirty dollars
Associate Professional	-\$40.00	forty dollars
Advanced I	-\$50.00	fifty dollars
Advanced II, III, Associate	-\$65.00	sixty-five dollars
Bachelors	-\$75.00	seventy-five dollars
Masters & Doctoral	-\$85.00	eighty-five dollars
	*****	
C.E.O.E.	-\$45.00	forty-five dollars

Payment shall commence the month following District receipt of NAEOP notification that a certificate has been earned.

**Additionally**, the holder of the following degrees will receive the following monthly stipend.

Payment shall commence the month following District receipt of proof that a degree has been earned. **Degree stipends do not compound and are limited to one (1) degree per employee.**

The total monthly allowance **for PSP and degree stipends** shall not exceed \$175.

**Section 15.10. Tuition Reimbursement.**

The District agrees to reimburse each employee up to six hundred fifty dollars (\$650) per school year for tuition reimbursement for credit classes, clock hours, continuing education units, or other credits applicable toward a degree, PSP certificate(s), apprenticeship or job-related training for each year of the Agreement. Employees shall be allowed reimbursement to assist in paying off student loans for job-related courses. Monies from this fund may be used to pay WAEOP and NAEOP professional organization dues. Tuition monies may be carried over for up to one year, not to exceed a total of one thousand three hundred dollars (\$1,300) to be used in one year.

Frontloaded Tuition Monies: An employee may complete the appropriate form from Human Resources for one-half (1/2) of their tuition reimbursement monies to be frontloaded. The form includes a provision whereby the employee must repay any portion of the front-loaded monies if they do not satisfactorily complete their course work. PSE AAEOP President/**Co-Presidents** will assist the District by sending out reminders to the entire AAEOP membership reminding them of transcript due dates.

**Section 15.11. Professional Membership.**

The District will pay the annual WAEOP dues, upon submission of the appropriate forms to Human Resources, for up to six (6) elected PSE AAEOP executive board members.

**Section 15.12. 260 Workdays.**

The work year will be 260 workdays. In years with more than 260 workdays, the District will determine which days will be non-workdays for 12-month employees.

**Section 15.13. Payroll Errors.**

Under payments shall, absent unusual circumstances, following discovery of the error, be corrected on the soonest available payroll (mid-month or end of month).

**ARTICLE XVI**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 16.1. Term of Agreement.**

The term of this Agreement shall be September 1, **2021**, to August 31, **2024**.

**Section 16.2. Applicability of Agreement Provisions.**

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

**Section 16.3. Agreement Reopener.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. 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 authority to alter personnel practices in public employment.

**Section 16.4. Legislative Authorization.**

Effective upon legislatively authorized salary percentage increases, the Schedule A shall be adjusted accordingly. Increments shall be granted as earned in each year on September 1 of the agreement.

**Section 16.5. Hold Harmless.**

Nothing contained in this Agreement either by application or interpretation is to be construed so as to in any way cause directly or indirectly the District, its Board, officers, employees, or agents to grant compensation or increases thereto in excess of those permitted by law or regulation.

**Section 16.6. Invalid Provisions.**

In the event that any provision of this Agreement will at any time be declared invalid by any court of competent jurisdiction or through government regulations, or decree, such decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

**Section 16.7. Conflict with State or Federal Statutes.**

Neither party will be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

**Section 16.8. Sections Renegotiated.**

In the event either of the foregoing section is determined to apply to any provision of this Agreement, such provision will be renegotiated pursuant to Section 16.3.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/ SEIU LOCAL 1948

AUBURN AEOP CHAPTER #713

AUBURN SCHOOL DISTRICT #408

BY: \_\_\_\_\_  
Chalea Zifka, Chapter Co-President

BY: \_\_\_\_\_  
Chris Callahan, Executive Director of HR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



BY: \_\_\_\_\_  
Ann Gilbert, Chapter Co-President

DATE: \_\_\_\_\_



## Appendix –RIF Classifications and Job Titles

Level	RIF Class	JOB TITLE	DESCRIPTION	CALENDAR
A	A1	Office Assistant (181 days)	Enrollment contingent	OFFICE ASST ENROLL-ELEM
	A2	Office Assistant (181 days)	Middle and High School	OFFICE ASST ENROLL-MS, HS
	A3	Office Assistant (180 days)	Career Center Assistants	OFFICE ASSISTANT - MS, HS, 1
B1	B1	Office Assistant (200 days)	Elementary; Auburn Online School	OFFICE ASSISTANT-ELEM 21
	B1	Office Assistant	JPF Admin Bldg	CLASSIFIED 260 DAY
B2	B2	Middle School Admin Asst. (187 days)	Middle School Attendance	OFFICE ASSISTANT-MS, HS 19
	B2	Administrative Assistant (187 days)	Transportation	OFFICE ASSISTANT-MS, HS 19
	B2	High School Admin Asst. (200 days)	Attendance; AP Admin Asst.; Athletics	SECRETARY 210
	B2	Middle School Admin Asst. (200 days)	ASB	SECRETARY 210
	B3	Middle School Admin Asst. (205 days)	Registrar	SECRETARY 215
	B3	High School Admin Asst. (205 days)	Alternative Ed Attendance	SECRETARY 215 SB
	B4	Administrative Assistant	Support Services	CLASSIFIED 260 DAY
	B4	High School Admin Asst.	Receptionist	CLASSIFIED 260 DAY
C	C1	High School Admin Asst.	Guidance; Registrar Alternative Education; Auburn Online School	CLASSIFIED 260 DAY
	C2	Administrative Assistant	Child Nutrition; Student Special Services	CLASSIFIED 260 DAY
D	D1	Administrative Assistant	Student Special Services; Department of Student Learning; Theatre	CLASSIFIED 260 DAY
	D2	High School Admin Asst.	Registrar	CLASSIFIED 260 DAY
E	E1	Office Manager (205 days)	Elementary	SECRETARY 215 SB
	E1	Office Manager (205 days)	Alternative Education	SECRETARY 215 SB
	E1	Office Manager (205 days)	Auburn Online School	SECRETARY 215 SB
	E2	Office Manager	Middle School; High School	CLASSIFIED 260 DAY
	E2	Office Manager	Support Buildings	CLASSIFIED 260 DAY

