

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**PUBLIC SCHOOL EMPLOYEES OF AUBURN (PSEA) #701**

AND

**AUBURN SCHOOL DISTRICT #408**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



**Public School Employees of Washington/SEIU Local 1948**  
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## DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

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.

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.

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

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 Public School Employees of Auburn (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.**

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.**

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

1 **Section 1.3.**

2 The District will provide the Association with job descriptions and such amendments, changes, and  
3 additions to job descriptions within the bargaining unit as they may from time to time occur. Creation  
4 of new positions, subject to Section 1.4., shall require reopening of this Agreement pursuant to Article  
5 XVII, Section 18.3., for salaries only.  
6

7 **Section 1.4.**

8 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
9 the following general job classifications: Child Nutrition Services, Custodial, Paraeducators, Grounds,  
10 Trades, Warehouse (includes Laundry), **Family Engagement Liaisons and ECEAP**. Nothing within  
11 this Agreement pertains to employees not employed on a regular basis.  
12

13 **Section 1.5. Substitute Employee.**

14 A substitute employee is an employee who fills in for a regular employee who is temporarily  
15 unavailable due to illness, injury, or some other authorized leave status. A substitute employee always  
16 works in a position that belongs to another bargaining unit employee. Substitute employees shall be  
17 paid according to the District's "Miscellaneous Salary Schedule", but shall have no other rights.  
18

19 **Section 1.6. Temporary Employee.**

20 A temporary employee is an employee who works in a non-permanent position that does not belong to  
21 a permanent employee. Temporary employees shall be paid at the District's "Miscellaneous Salary  
22 Schedule". A temporary job assignment or position shall not exceed seventy-five (75) calendar days. If  
23 the temporary job assignment exceeds the seventy-five (75) calendar day limit, the job will be posted  
24 and filled with a permanent employee.  
25

26 **Section 1.7.**

27 A permanent employee moved into a substitute or temporary status, due to a transfer, shall be paid at  
28 their regular rate of pay or the first step of the position held, whichever is greater.  
29

30 **Section 1.8.**

31 The use of student employees or volunteers shall not displace laid off (or RIF'd) bargaining unit  
32 employees.  
33  
34  
35

36 **ARTICLE II**

37 **RIGHTS OF THE EMPLOYER**

38 **Section 2.1.**

39 It is agreed that the statutory, customary and usual rights, powers, functions, and authority of  
40 management are vested in management officials of the District. Without in any way limiting the  
41 generality of the foregoing, this will include rights in accordance with applicable laws and regulations  
42 and the provisions of this Agreement to direct the work force, the right to hire, promote, retain,  
43 transfer, and assign employees in positions; the right to suspend, discharge, demote or take other  
44 disciplinary action against employees; and the right to release employees from duties because of lack  
45 of work or for other legitimate reasons. The District will retain the right to maintain efficiency of the  
46 District operation by determining the methods, the means, and the personnel by which such operation  
47  
48

1 is conducted. Where feasible, the District will not assign or permit any other bargaining unit work to  
2 be given to non-bargaining unit employees, or volunteers.

3  
4 **Section 2.2.**

5 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
6 District. In making such rules and regulations, the District shall give due regard to the rights of the  
7 employees and to the obligations imposed by this Agreement.  
8  
9  
10

11 **ARTICLE III**

12 **RIGHTS OF EMPLOYEES**  
13  
14

15 **Section 3.1.**

16 It is agreed that the employees in the unit defined herein will have and will be protected in the exercise  
17 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The  
18 freedom of such employees to assist the Association will be recognized as extending to participation in  
19 the management of the Association, including presentation of the views of the Association to the Board  
20 of Directors of the District or any other governmental body, group or individual. The District will take  
21 whatever action required or refrain from such action in order to assure employees that no interference,  
22 restraint, coercion, or discrimination is allowed within the District to encourage or discourage  
23 membership in any employee organization.  
24

25 **Section 3.2.**

26 Each employee will have the right to bring matters of personal concern to the attention of appropriate  
27 Association representatives and/or appropriate officials of the District.  
28

29 **Section 3.3. Discrimination.**

30 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to  
31 this Agreement on the basis of race, creed, color, sex, national origin, age, marital status or because of  
32 the presence of any sensory, mental or physical handicap with respect to a position, the duties of which  
33 may be performed efficiently by an individual without danger to the health or safety of the  
34 handicapped person or others, or in their exercise of their rights under Chapter 41.56 RCW, Public  
35 Employees' Collective Bargaining Act. Provided, however, should any provision of this Agreement be  
36 in conflict with or inconsistent with the District affirmative action program, such provision shall be  
37 renegotiated pursuant to Section 17.3.  
38

39 **Section 3.4. Affirmative Action.**

40 The Association agrees with and supports the concept of affirmative action. Therefore, the parties  
41 mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or  
42 inconsistent with the District's affirmative action program.  
43

44 **Section 3.5. Disability Accommodation.**

45 The Association agrees with and supports the concept of accommodation obligations under the  
46 provisions of the Americans with Disabilities Act; therefore, the parties mutually agree to use their best  
47 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 Resource Office and will be available for inspection at that location by the affected employee in the presence of a representative of the Human Resource 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) work days 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. The District shall work cooperatively with the PSE representative when an aggrieved employee wishes the representative to have access to the employee's file.

### **Section 3.7. Annual Performance Evaluation.**

Each employee shall be evaluated annually in a timely fashion (one week before the end of the employee's contracted work year.) Should an employee be asked to return to receive their evaluation, the employee shall receive the return to work pay described in Section 7.8.4.

The District will not down grade an employee for the use of any approved leave time, or any other protected subject matter on their evaluation, such as: FMLA, Sick Leave, L&I, Personal Leave, etc.

### **Section 3.8. Security Cameras.**

Security video/audio cameras, whether inside or outside a district building/property, may be used for the purpose of safety and student discipline. Video/audio shall not be used in the formal evaluation process.

Video/audio shall be viewed by district administrators or security. The employee will be notified if copies of the video/audio or portions thereof were forwarded to a principal, vice principal, or law enforcement officer. Confidentiality and security shall be maintained at all times.

Conferences requiring video/audio viewing will take place in a private area. During conference viewing, only directly involved parties (i.e., employee, parent/guardian, student, building administrator, law enforcement officer) may view the video/audio. If a video is to be used in any disciplinary action, the employee has the right to view such video.

### **Section 3.9. Weingarten Rights.**

Pursuant to the Weingarten rights, an employee has the right to an Association representative at any investigatory interview at which the employee is questioned regarding circumstances which may result in discipline. (See Appendix A)

### **Section 3.10. Interpretation Assistance**

**Employees who are subject to a Letter of Direction or Plan of Improvement from their supervisor, or discipline from Human Resources, may request to bring an interpreter to the meeting.**

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## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

#### **Section 4.1.**

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 to 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 4.1.1.**

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 4.2.**

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 Local 1948 State Organization.

#### **Section 4.2.1. Release Time.**

The District will grant release time, without a deduction in pay, for up to a maximum of ten (10) work shifts per school year (September 1 through August 31) to the elected or appointed president or his/her designee of the Association.

#### **Section 4.2.2.**

The District will grant release time without a deduction in pay, for up to a maximum of ten (10) work shifts per school year to classified employees elected as delegates of the local PSE/PSEA Chapter to allow them to attend their annual state Association Leadership/Convention. The ten (10) shifts are the total number of shifts available that must be split among any delegates wishing to attend the Convention. A work shift equals the normal working shift of the individual delegate taking the release time. The Association will provide the District with a list of delegates at least two (2) weeks in advance of the release date.

#### **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 President a monthly copy of the School Board meeting minutes (which includes information on new hires, retirements, resignations, and terminations), a listing of employees who have paid their Union dues, and a District phone directory. The Association President shall keep all personally identifying information confidential and shall not reveal any portion of it to any third party without the permission of the employee whose information is being released.

1 **Section 4.4.**

2 An employee in conference with the supervisor and/or designee may inspect the employee's hours of  
3 work records in order to ensure compliance with the provisions of this Agreement. An Association  
4 representative may be present at the employee's request, and/or the Association Field Representative  
5 may review personnel files as the exclusive bargaining representative.  
6

7 **Section 4.5.**

8 Representatives of the Association will have access to the District premises, provided, that no  
9 conferences or meetings between employees and Association representatives will in any way hamper  
10 or obstruct the normal flow of work.  
11

12 **Section 4.6. Bulletin Board Space.**

13 The District will provide bulletin board space at each facility for the use of the Association. Size,  
14 location, etc., will be at the discretion of the administrator in charge of the facility. The Association  
15 accepts the responsibility for all information posted and appearing on the space provided.  
16

17 **Section 4.7. Work Year Calendar.**

18 **The Association president, or designee, shall meet with the District to give Association input**  
19 **regarding the work year calendar(s) prior to the calendar(s) being set at the District level. The**  
20 **District shall provide each bargaining unit member a work year calendar at the beginning of the**  
21 **work year. The District will also meet with the Association when calendar changes are needed or**  
22 **in the event the work calendar needs to be adjusted for less than twelve (12) month employees.**  
23  
24

25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

27 **Section 5.1.**

28 It is agreed and understood that matters appropriate for consultation and negotiation between the  
29 District and the Association are matters with respect to wages, hours, benefits, and working conditions  
30 of employees subject to this Agreement.  
31  
32

33 **Section 5.2.**

34 It is further agreed and understood that the District will inform the Association, and meet with the  
35 Association at a reasonable time and place for discussions regarding substantive changes in wages,  
36 hours, benefits, and working conditions.  
37  
38

39 **Section 5.3.**

40 Any settlements of full contract openers or limited contract openers reached in meetings between the  
41 representatives of the Association and the representatives of the board will be reduced to a tentative  
42 written agreement and placed upon the agenda of the first available board meeting for ratification  
43 following ratification by the Association (PSEA) retroactive to the first day of the new agreement.  
44  
45  
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48



## ARTICLE VI

### CONFERENCE COMMITTEE

#### **Section 6.1.**

The Association will designate a Conference Committee made up of one (1) employee from each classification and the PSEA Chapter President who will meet with District designated representative(s) on a mutually agreeable basis to discuss appropriate matters of mutual interest. The Association may, at its discretion, include a PSE of Washington Field Representative to participate in the Conference Committee.

#### **Section 6.2.**

After the agenda has been prepared, the Conference 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. Time during working hours will be allowed the Conference Committee for attendance at meetings with the District. The employees will report their return to work to their supervisors.

#### **Section 6.3.**

When formal meetings are held between the Conference Committee and the District designated representative(s) pursuant to Section 6.1, formal minutes will be prepared if requested by either party prior to said meeting. The District will arrange for the preparation of said minutes and a draft will be made available to the Conference Committee for review prior to final preparation. The Association will be furnished copies of the completed minutes.

## ARTICLE VII

### HOURS OF WORK

#### **Section 7.1. Regular Work Week.**

The regular work week 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 work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

##### **Section 7.1.1. Exception/Custodian.**

Due to the nature of the high school(s) activity program(s), four (4) twelve (12) month custodians and one (1) 183-day custodian position at the high school level will be flexed during their forty (40) hour work week.

#### **Section 7.2. Regular Work Shift.**

Each employee shall be assigned to a definite and regular shift and work week, which shall not be changed without prior written notice to the employee of thirty (30) calendar days; provided, however, this notice may be waived by the employee.

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

3  
4  
5 **Section 7.2.1. Work Shift Change.**

6 When an employee whose regular and definite shift (shifts are defined in Section 7.3) and/or  
7 work week is changed outside an emergency, he/she shall be paid a one-time \$1000.00 stipend  
8 in one lump sum on their first payroll warrant following the change in shift. Seniority will be a  
9 criteria that management considers.

10  
11 An employee is not eligible for this stipend if the change in their regular and definite shift for  
12 which they were hired was a result of their (the employee) having applied for and received a  
13 new position.

14  
15 **Section 7.2.2. Custodial Work/Non-Student Work Day Shift Change Request.**

16 Custodians requesting a shift change will not be eligible for the stipend in 7.2.1., shown above.

17  
18 **Section 7.2.3 Emergency Situations.**

19 Employees may be requested by their supervisor to temporarily change a shift or work week  
20 due to a potential major disaster without prior notice to the employee.

21  
22 An emergency cannot extend beyond twenty (20) consecutive days without review by a  
23 designee of the Superintendent's cabinet with a written response to PSEA (President and Field  
24 Representative) within five (5) days.

25  
26 **Section 7.2.4. Custodial and Maintenance Shifts Day before Thanksgiving.**

27 On the day before Thanksgiving, 2<sup>nd</sup> shift custodial and maintenance employees shall be  
28 allowed to start their shifts **thirty (30) minutes** after student dismissal; 3<sup>rd</sup> shift employees shall  
29 be allowed to start their shifts no later than 6:00 pm; provided all building activities have  
30 custodial coverage if needed.

31  
32 **Section 7.3.**

33 Each employee will be assigned to a regular shift with designated times of beginning and ending. The  
34 first shift is defined as any work shift beginning between 5:00 A.M. and 11:29 A.M. The second shift  
35 is defined as any work shift beginning between 11:30 A.M. and 9:59 P.M. The third shift is defined as  
36 any work shift beginning between 10:00 P.M. and 4:59 A.M. This section (7.3.) does not include  
37 Paraeducators and Child Nutrition personnel.

38  
39 **Section 7.3.1. District Designated Multiple Work Locations.**

40 Employees assigned to more than one location shall be paid for the mileage driven between  
41 locations. Travel time will not occur during their paid break(s) or lunch time. This sub-section  
42 applies to all bargaining unit positions.

43  
44 **Section 7.3.2. First Shift.**

45 The first shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute  
46 uninterrupted lunch period as near the middle of the shift as is practical, and also including a  
47 fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which  
48 rest periods shall occur as near the middle of each half shift as is practical.

1  
2 **Section 7.3.3. Second Shift.**

3 The second shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute  
4 uninterrupted lunch period as near the middle of the shift as is practical, and also including a  
5 fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which  
6 rest periods shall occur as near the middle of each half shift as is practical.  
7

8 **Section 7.3.4. Third Shift.**

9 The third shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute  
10 uninterrupted lunch period as near the middle of the shift as is practical, and also including a  
11 fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which  
12 rest periods shall occur as near the middle of each half shift as is practical.  
13

14 **Section 7.3.4.1.**

15 Third shift personnel will receive an additional twenty-five (\$0.25) per hour of  
16 compensation.  
17

18 **Section 7.4.**

19 In the event an employee is assigned to a shift less than the normal work shift previously defined in  
20 this Article, see Rest and Meal Breaks table below. If there are 30 minutes or less between  
21 assignments and the time worked of such assignments is 4 hours or more, the employee shall receive a  
22 paid 15 minute rest period provided however, determinations regarding break periods and assignments  
23 will be made by the Human Resources office.  
24

25 **Rest and Meal Breaks.**

26 Less than 4 continuous hours worked - No rest period  
27 4.0 to 4.75 continuous hours worked – 1 rest break  
28 5.0 to 7.75 continuous hours worked – 1 rest break, 1 meal break  
29 8 continuous hours worked – 2 rest breaks, 1 meal break  
30

31 Meal and Rest Breaks shall be duty free.  
32

33 **Section 7.5.**

34 Employees required to work through their regular meal periods will be given time to eat at a time  
35 agreed upon by the employee and supervisor. In the event the District requires an employee to forego  
36 a meal period and the employee works the entire shift, including the meal period, the employee shall  
37 be compensated for the foregone meal period at overtime rates.  
38

39 **Section 7.6.**

40 If a bargaining unit employee fills in for a higher classification employee they shall receive the higher  
41 rate of pay starting with the first day of working in the higher classification position. Such change does  
42 not affect the vacation allotment.  
43

44 **Section 7.7.**

45 In the event of cancellation of work assignment, the District will endeavor to notify each employee  
46 consistent with District emergency operation procedure.  
47

1 **Section 7.8. Overtime.**

2 Overtime assignments shall be distributed by District seniority for Custodial, Grounds, Trades, and  
3 Warehouse employees who are already at the job site and/or on the particular work project for which  
4 overtime is being assigned. Child Nutrition Services, Paraeducators, **Family Engagement Liaisons**  
5 **and ECEAP** shall be assigned at the building level by seniority. In the event no school building  
6 employees accept the overtime, employees from other school buildings may be offered the overtime by  
7 classification seniority. In the assignment of overtime, the District agrees to provide employees with  
8 as much notice as is practicable under the circumstances. No overtime assignment will be made unless  
9 the employee is contacted directly.

10  
11 **Section 7.8.1. Compensatory Time.**

12 An employee who requests compensatory time in lieu of overtime pay will receive their  
13 compensatory time at one and one-half (1½) times their hourly rate of pay. Compensatory time  
14 may only be accrued for the first seven (7) hours of overtime which equates to a total of ten and  
15 one half (10 ½) hours during each school year. The District shall maintain the right to cash out  
16 an employee's compensatory time at the employees' regular rate or at one and one-half (1½)  
17 times their regularly hourly rate of pay, whichever is applicable. An employee cannot be  
18 denied the use of compensatory time. No employee shall be expected to comp (flex) time  
19 which they have no realistic opportunity to use.

20  
21 **Section 7.8.2.**

22 All hours compensated in excess of eight (8) hours per day or forty (40) hours per week will be  
23 compensated at a rate of one and one-half (1½) times the employee's base rate unless **an**  
24 **employee is working a 4/10 schedule will not earn overtime until ten (10) hours and one**  
25 **minute per day and over forty (40) hours per week when assigned to a 4/10 schedule.**

26  
27  
28 **Section 7.8.3.**

29 All hours worked on the sixth (6th) consecutive day shall be compensated at a rate of one and  
30 one-half (1½) times the employee's base rate.

31  
32 **Section 7.8.3.**

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

35  
36 **Section 7.8.4. Call Back.**

37 Employees requested by their supervisor/designee to return to work after the completion of  
38 their regular work day or work week will receive no less than two (2) hours pay at the  
39 appropriate rate, (including rates delineated in 7.8., 7.8.1., 7.8.2., 7.8.3., 9.1.3.) when they are  
40 worked under such circumstances, and an appropriate lunch period\*.

41  
42 **Call Back Chart**

43 0-2 Hours = 2 Hours Minimum Pay at the Appropriate Rate  
44 2+ to 4 Hours = 4 Hours Minimum Pay at the Appropriate Rate  
45 \*4+ to 6 Hours = 6 Hours Minimum Pay at the Appropriate Rate  
46 (\*Lunch Period after they have worked five (5) hours)  
47 6+ to 8 Hours = 8 Hours Minimum Pay at the Appropriate Rate  
48

1 **Section 7.9. Summer School Work.**

2 The District will post summer school "temporary" assignments by May 1<sup>st</sup> of each school year, or  
3 within five (5) days that they become known.  
4

5 Employees interested in accepting such temporary assignments will apply on-line. In filling such  
6 assignments, the District will consider the employee's normal work schedule, special program needs,  
7 previous such experience, and seniority. Employees shall be compensated at their hourly rate on  
8 Schedule A and shall not be subject to any other terms and conditions of this Agreement.  
9

10 All custodial summer hires shall be trained by their supervisor or designee prior to performing summer  
11 work.  
12

13 **Section 7.9.1. Summer Sick Leave Accrual.**

14 An employee may earn one (1) day of sick leave each month for supplemental contract work  
15 performed in the months of July and August provided said employee works a minimum of  
16 thirty (30) hours per month during July and August in a District program. The sick leave  
17 earned will be added to the employee's accumulated sick leave balance.  
18

19 Should said employee become ill during these months, the employee will be allowed to draw  
20 upon their sick leave balance, if any, to cover the period of illness.  
21

22 The employee must report an absence as soon as known, and no later than one (1) hour prior to  
23 that employee's starting time on the day of the absence, if possible. The employee must submit  
24 **their absence in the current on-line system** within forty-eight (48) hours of returning to  
25 work. A report of an absence for two (2) or more consecutive days will have attached to it a  
26 written statement from a physician verifying the dates of the absence and releasing the  
27 employee to return to work; provided, however, this will not restrict the District from verifying  
28 the employee's ability to work in cases of potential or actual injury occurring while on the job.  
29

30 **Section 7.10. Health Certificate.**

31 All employees in positions covered by this contract who fail to provide such health certificate as may  
32 be required by State or local law or regulation, shall not be allowed to work under the terms of this  
33 contract until said certificate is provided to the administrator of personnel. It shall be the responsibility  
34 of the employee to meet and maintain qualifications under this section. The District, if at all possible,  
35 will notify all employees in writing at least forty-five (45) days prior to the termination of any existing  
36 health certificate, of the pending termination of said certificate, and the employee's inability to work  
37 for the District without such a certificate.  
38

39 **Section 7.11.**

40 Employees required to attend District meetings and/or training sessions will be compensated at their  
41 regular hourly rate.  
42

43 **Section 7.12 Child Nutrition.**

44 **Section 7.12.1.**

45 Child Nutrition personnel are required to have a valid Washington State Food Handlers' card  
46 and to post same in assigned work area consistent with regulation. It is the responsibility of the  
47 employee to obtain and maintain the required card.  
48

1  
2 **Section 7.12.2.**

3 In order to set up stock and prepare for each school year, every school Child Nutrition kitchen  
4 manager will work on the day the food is delivered prior to the school starting. School Child  
5 Nutrition employees will be the only Auburn personnel assigned to account for food products  
6 in the appropriate locations within their kitchens. Child Nutrition kitchen managers will  
7 coordinate stocking of food in appropriate location within their assigned location.  
8

9 **Section 7.12.3.**

10 Each school kitchen will be allotted a minimum of ten (10) additional hours to be used to  
11 address start up considerations each school year. The additional time will be used during the  
12 first four (4) day work week after Labor Day, and/or during the second full week of school, and  
13 application of additional hours shall not result in overtime.  
14

15 **Section 7.12.4**

16 Child Nutrition personnel shall be compensated at their regular hourly rate for time spent  
17 attending workshops to obtain the SNA certificate.  
18

19 School Nutrition Association/Washington School Nutrition Association (SNA/WSNA)  
20 Certification Pay:  
21

22 To become eligible for this certification pay, an employee must complete such school nutrition  
23 association certification and provide the District with proper documentation of such school  
24 nutrition association certification no later than November 1 annually. If the employee has  
25 submitted his/her completed documents to SNA but has not yet received his/her official  
26 certificate before November 1, the employee may submit copies of the documents sent to SNA,  
27 including detail of SNA/WSNA credits, to the District no later than November 1 annually. The  
28 increase in pay will become effective in their payroll following delivery to the District of  
29 proper documentation of such certification. If the official certificate is not delivered to the  
30 District on or before January 30, certification pay will be deducted from the employee's  
31 February pay warrant.  
32

33 **SNA/WSNA Stipend**

34	Level 1	\$250 Annually
35	Level 2	\$350 Annually
36	Level 3	\$450 Annually
37	Level 4	\$550 Annually

38

39 **Section 7.12.5.**

40 The District will post any position that either, at one time, or due to cumulative additions of  
41 time, results in an annual increase of more than thirty (30) minutes from the position's definite  
42 and regular shift. Annual, for the sake of this Agreement, is defined as within any one (1)  
43 school year.  
44

45 The District will consider the criteria of seniority in conjunction with the needs of the operation  
46 when adding time, whether at one time or cumulatively, of thirty (30) minutes or less within  
47 kitchen.  
48

Existing Kitchen Managers, as of September 1, 2019, shall be grandfathered into their position. Kitchen Managers must take a basic nutrition class and a Serve Safe Class.

**Section 7.12.6.**

In the event of an absence of a building's kitchen manager of four (4) hours or more, an assistant cook at that building may, if he or she so desires, substitute for the kitchen manager at the higher rate of pay.

**Section 7.12.7. Summer Food Service Program.**

If an employee is a Kitchen Manager during the school year, they have priority to fill the Kitchen Manager position during the summer program regardless of seniority, if they apply within the time frame(s) of position posting.

**Section 7.12.8.**

When the Child Nutrition requires an employee to leave his/her normal work station to report for an assignment at another location on the same work day, the employee shall receive no less than their regular daily hours and pay rate in addition to compensation for travel time and mileage, which shall be at the standard IRS reimbursement rate.

**Section 7.12.9. Footwear.**

Child Nutrition employees will be required to wear slip resistant, rubber soled shoes. These shoes must have closed toe and closed heel. Employees shall be reimbursed up to seventy-five dollars (\$75) annually through the Payment by Warrant request process, and receipts will be required.

Employees may submit for reimbursement for one pair of shoes per year, up to the dollar limit.

**Section 7.12.10. Child Nutrition/Culinary Arts Mandatory Trainings**

**For information on mandatory trainings for Child Nutrition see Section 8.1.2.1.**

**Section 7.13 Custodial.**

**Section 7.13.1. Training Custodians.**

The District must provide all newly hired custodians a training class of a minimum of twenty (20) hours and up to thirty (30) hours within their first year of employment. District Management is responsible to oversee this training in order to ensure consistent training. This training is a prerequisite to applying for a promotion to a Custodian A or Head Custodian position with the-District. Such employees will be granted release time if such training occurs during the employee's regular work day. If training occurs outside of the employee's normal work day, the employee shall receive their regular hourly rate of pay and overtime for such training in accordance with their current collective bargaining agreement.

To be considered eligible for the position of Custodian A, an applicant must have completed one hundred and forty-four (144) hours of training provided and have two thousand (2,000) on the job hours. If there are no qualifying candidates, upon hiring date, the candidate would have eighteen (18) months to complete the training. The custodial supervisor will assign the classes.

To be considered eligible for the position of Head Custodian an applicant must have completed an additional one hundred and forty-four (144) hours for a total of two hundred and eighty-eight (288) hours and have four thousand (4,000) on the job hours. If there are no qualifying candidates upon hiring date, the candidate will have eighteen (18) months to complete the training. The custodial supervisor will assign the classes.

**All employees hired before September 1, 2019 will be considered to have completed the appropriate training.**

#### **Section 7.13.2. Unrestricted Boiler License**

All head custodians, custodians "A", and personnel required to maintain or repair boilers must have at least an unrestricted boiler license and will receive ten dollars (\$10.00) per month additional.

Other custodians with an unrestricted boiler license will receive five dollars (\$5.00) per month additional.

#### **Section 7.13.3. Secondary and Pool Maintenance Stipend**

**Middle School** head custodians will receive fifty dollars (\$50.00) per month additional compensation. **High School** head custodians will receive seventy-five dollars (\$75.00) per month additional compensation.

Any custodian whose primary responsibility is maintaining the swimming pool will be compensated an additional twenty-five dollars (\$25.00) per month.

#### **Section 7.13.4. Summer Work.**

During summer break, twelve-month employees, in consultation with the Administrator of Support Services and pending appropriate work coverage, may change their start times starting the Monday following the last day of the curriculum school year through the last Friday prior to the opening date of the succeeding school year. Custodians must submit their proposed schedule to their Lead and to the Administrator of Support Services no later than May 31st of the current year. The Administrator of Support Services, no later June 15<sup>th</sup>, must respond to the Custodian's request.

#### **Section 7.13.5. Footwear.**

Custodial employees will be reimbursed up to one hundred and fifty dollars (\$150) annually for slip resistant closed toe, closed heel work shoes. (Excludes tennis shoes). Employees may submit for reimbursement, one pair of shoes per year, up to the dollar limit. Employees shall be reimbursed through the Payment by Warrant request process, and receipts will be required. Employees who receive reimbursement shall be expected to wear the shoes at work with the exception when Muck boots are required. The district will supply Muck boots.



1 **Section 7.13.6.**

2 HVAC systems shall remain operating and shall maintain temperatures per Washington State  
3 Administrative Code, per WAC 246.366.090 and 246.366.080.  
4

5 **Section 7.13.7. Short Notice List.**

6 Custodians who wish to be **called** on short notice to fill in for another custodian will sign up  
7 with their supervisor. Custodians who have signed up to be called on short notice may at any  
8 time remove their name from this list. Assignments shall be made by seniority. Custodians on  
9 this list shall have the right to decline an assignment offered. Custodians should expect to be  
10 called with less than twenty-four (24) hours' notice. Custodians will be paid at the rate of pay  
11 of the position they are filling in for, or their own rate of pay, whichever is higher.  
12

13 **Section 7.13.8.**

14 **When school is closed on a student day because of inclement weather, 2<sup>nd</sup> and 3<sup>rd</sup> shift**  
15 **custodians shall be allowed to alter their schedule upon approval from the supervisor, to**  
16 **come in as early as road conditions allow. These schedules alterations would qualify as an**  
17 **emergency outlined in section 7.2.1. and would not qualify for the stipend in that section.**  
18

19 **Section 7.14 Paraeducators.**

20  
21 **Section 7.14.1.**

22 During the first four-day week after Labor Day, and/or during the second full week of school,  
23 paraeducators may work additional hours up to their regular shift without going into overtime.  
24

25 This section applies to: Highly capable, ELL, Reading/Math, Resource Room, Health Room,  
26 Learning Center and Special Ed Paraeducators (SLC, Pathways, One-to-One TAP and ECE).  
27

28 **Section 7.14.2. Lesson Plans/Student Grades.**

29 Paraeducators will not be permitted to develop or administer non-certificated lesson plans. In  
30 addition, they may not be the teacher of record.  
31

32 **Section 7.14.3. Emergency Certificated Substitutes.**

33 Paraeducators utilized as Emergency Certificated Substitutes who meet the District  
34 qualifications for Auburn Substitute classroom teachers shall be paid the substitute teaching  
35 rate for all hours worked as a substitute teacher. In addition, paraeducators will not suffer any  
36 loss in PSE contractual benefits while performing substitute work.  
37

38 **Section 7.14.4. Health Tech Paraeducator.**

39  
40 **Section 7.14.4.1.**

41 Beginning September 2019, health tech paraeducator coverage will be as follows:  
42

- 43 • Base hours for all schools (except West Auburn): 6.5 hours per day
- 44 • School buildings with 4-6 special programs/classrooms will be eligible for thirty  
45 (30) minutes of additional time.
- 46 • School buildings with 7+ special programs/classrooms will be eligible for one (1)  
47 hour of additional time **and will receive a \$500 per year stipend. Qualifying**  
48 **enrollments will be based on October 1 as follows:**

- Elementary enrollment higher than 650 students
- Middle school enrollment higher than 1,000 students
- High school enrollment higher than 1,500 students

Special programs/classrooms is defined as follows: SLC, Pathways, TAP, ECE, and ECEAP. This definition does not include resource room classrooms.

**Section 7.14.4.2.**

Health Techs shall work the Monday through Thursday the last full week in August before school starts.

**Section 7.14.4.3. Student Catheterization.**

Employees have the right of refusal when asked to catheterize a student as described in RCW 28A.210.280. Employees who agree to administer student catheterization services shall be provided the appropriate medical training at no cost to the employee prior to being given the catheterization assignment.

Health Tech Para's shall be given first choice of assignment to catheterize. If a Health Tech Para is willing to support the building in catheterizing, their rate of pay shall be increased by \$1.00 per hour for all hours worked. If the Health Tech Para is not willing to support, then the rate of pay increase shall be offered to the Para assigned to work with the student, if willing.

**Section 7.14.4.4. CPR/First Aid Training**

Health Tech's are also required to take CPR/AED and First Aid training, keeping their certification current as long as they are in this position.

**Section 7.14.5. Paraeducator Work Assignments.**

All paraeducators will be permitted to work their regular daily assignments for their entire school year irrespective of late/early start, conference days or when students are not in attendance.

**Section 7.14.6. Culinary Arts Paraeducators.**

Culinary Arts paraeducators are required to have a valid Washington State Food Handler's card and to post same in assigned work area consistent with regulation, prior to starting their assignment. It is the responsibility of the employee to obtain and maintain the required card.

**For information on mandatory trainings for Culinary arts paraeducators see Section 8.1.2.1.**

**Section 7.14.7. Culinary Paraeducator Shoe Allowance.**

Paraeducators who are assigned as Culinary Arts Paraeducators shall be entitled to the same Footwear reimbursement as Child Nutrition employees. In order to qualify for this reimbursement, the following requirements must be met. The footwear must be slip resistant with rubber soles. The shoes must have a closed toe and closed heel.

1 Employees shall be reimbursed up to seventy-five dollars (\$75.00) annually through the  
2 Payment by Warrant request process, and receipts will be required. Employees may submit for  
3 reimbursement for one pair of shoes per year, up to the dollar limit.  
4

#### 5 **Section 7.14.8. Paraeducator Standards Board (PESB)**

6 Should the state **continue** to fund and require **components** of the paraeducator **certificate**  
7 **program** the District and the Association will meet regarding this requirement **to discuss and**  
8 **plan** how the District will provide the requisite associated training. A paraeducator shall be  
9 defined by WAC 179.01.020.  
10

#### 11 **Section 7.14.9. PESB Certificate Reimbursement**

12 **Paraeducators as defined in WAC 179.01.020 may receive reimbursement as follows:**

- 13 **1. For all required certificates that are funded by the state, paraeducators may seek**  
14 **reimbursement through Human Resources for eligible, district recognized trainings**  
15 **and cost of attendance.**
  - 16 **2. For all certificates not funded by the state, paraeducators can elect to take trainings**  
17 **and seek reimbursement through the tuition reimbursement or professional**  
18 **development extra hours as outlined in this agreement.**
- 19

#### 20 **Section 7.14.10. Email Time**

21 **Reasonable time shall be included within the employee's workday to access (Auburn)**  
22 **email.**  
23

#### 24 **Section 7.14.11. Transition Time**

25 **Reasonable time shall be included within the employee's workday to move from one**  
26 **assignment/group to the next within the building. Transition time will not interrupt**  
27 **lunches or personal breaks.**  
28  
29

### 30 **Section 7.15 Grounds.**

#### 31 **Section 7.15.1.**

32 **Grounds employees who are involved in the application of pesticides as part of their assigned**  
33 **duties and responsibilities must possess a valid Pesticide Operator's License. The District will**  
34 **pay for Pesticide Operator's License for employees who must maintain these licenses in order**  
35 **to perform their job duties.**  
36  
37

#### 38 **Section 7.15.2. Grounds Training.**

39 **The District will provide at no cost to the employees training in the following areas: confined**  
40 **space, respirator usage, asbestos, lockout/tag out, fail safe and fork lift.**  
41

#### 42 **Section 7.15.3.**

43 **Tool replacement for lost or stolen tools owned by the employees will be replaced by the**  
44 **District provided these are normal tools of the trade and have been registered with the**  
45 **supervisor. Registration shall include purchase cost and purchase date. Once a tool is**  
46 **registered it must remain on District property until released by the supervisor upon the request**  
47 **of the employee.**  
48

1       **Section 7.15.4. Summer Work.**

2       During summer break, twelve-month employees, in consultation with the Administrator of  
3       Support Services and pending appropriate work coverage, may change their start times, starting  
4       the Monday following the last day of the curriculum school year through the last Friday prior to  
5       the opening date of the succeeding school year or work a four-ten (4 days-10 hours per day)  
6       work day for six (6) weeks beginning with the first full work week in July. Technicians must  
7       submit their proposed schedule to their Lead and to the Administrator of Support Services no  
8       later than May 31st of the current year. The Administrator of Support Services, no later than  
9       June 15<sup>th</sup>, must respond to the Technician's request.

10  
11       Seniority will be utilized as a tie breaker when requesting a change in summer schedules.

12  
13       **Section 7.15.5. Clothing.**

14       Replacement jackets and coveralls will be made upon consultation with the Administrator of  
15       Support Services.

16  
17  
18       **Section 7.15.6. Footwear.**

19       Grounds employees will be reimbursed up to one hundred and **seventy-five (\$175)** annually for  
20       steel toe shoes. Employees may submit for reimbursement for one pair of shoes per year, up to  
21       the dollar limit. Employees shall be reimbursed through the Payment by Warrant request  
22       process, and receipts will be required. Employees who receive reimbursement shall be  
23       expected to wear the shoes as appropriate.

24  
25       **Section 7.15.7. Cell Phone Reimbursement.**

26       If an employee uses their cell phone for work, they may request for reimbursement of cell  
27       phone costs up to three hundred dollars (\$300) annually in one payment. Employees shall be  
28       reimbursed through the Payment by Warrant request process, and receipts will be required.

29  
30       **Section 7.16 Maintenance/Trades.**

31  
32       **Section 7.16.1. Licenses, Salary Differential.**

33       All personnel required to maintain, or repair boilers must have at least an unrestricted boiler  
34       license and will receive ten dollars (\$10.00) per month additional.

35  
36       **Section 7.16.2. Trades Training.**

37       The District will provide at no cost to the employees in trades classifications, training in the  
38       following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and fork  
39       lift.

40  
41       **Section 7.16.3.**

42       Tool replacement for lost or stolen tools owned by the employees will be replaced by the  
43       District provided these are normal tools of the trade and have been registered with the  
44       supervisor. Registration shall include purchase cost and purchase date. Once a tool is  
45       registered it must remain on District property until released by the supervisor upon the request  
46       of the employee.

1       **Section 7.16.4. Summer Work.**

2       During summer break, twelve-month employees, in consultation with the Administrator of  
3       Support Services and pending appropriate work coverage, may change their start times, starting  
4       the Monday following the last day of the curriculum school year through the last Friday prior to  
5       the opening date of the succeeding school year or work a four-ten (4 days-10 hours per day)  
6       work day for six (6) weeks beginning with the first full work week in July. Technicians must  
7       submit their proposed schedule to their Lead and to the Administrator of Support Services no  
8       later than May 31st of the current year. The Administrator of Support Services, no later than  
9       June 15<sup>th</sup>, must respond to the Technician's request.

10  
11       Seniority will be utilized as a tie breaker when requesting a change in summer schedules.

12  
13       **Section 7.16.5 Clothing**

14       Replacement jackets and coveralls will be made upon consultation with the Administrator of  
15       Support Services

16  
17       **Section 7.16.6. Footwear.**

18       Maintenance/Trades employees will be reimbursed up to one hundred and fifty dollars (\$150)  
19       annually for work shoes (excluding tennis shoes). Employees may submit for reimbursement  
20       for one pair of shoes per year, up to the dollar limit. Employees shall be reimbursed through  
21       the Payment by Warrant request process, and receipts will be required. Employees who receive  
22       reimbursement shall be expected to wear the shoes as appropriate.

23  
24       **Section 7.16.7. Cell Phone Reimbursement.**

25       If an employee uses their cell phone for work, they may request for reimbursement of cell  
26       phone costs up to three hundred dollars (\$300) annually in one payment. Employees shall be  
27       reimbursed through the Payment by Warrant request process, and receipts will be required.

28  
29       **Section 7.17 Warehouse.**

30  
31       **Section 7.17.1. Warehouse Training.**

32       The District will provide at no cost to the employees in warehouse classifications, training in  
33       the following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and  
34       fork lift.

35  
36       **Section 7.17.2. Summer Work.**

37       During summer break, twelve-month employees, in consultation with the Administrator of  
38       Support Services and pending appropriate work coverage, may change their start times, starting  
39       the Monday following the last day of the curriculum school year through the last Friday prior to  
40       the opening date of the succeeding school year or work a four-ten (4 days-10 hours per day)  
41       work day for six (6) weeks beginning with the first full work week in July. Technicians must  
42       submit their proposed schedule to their Lead and to the Administrator of Support Services no  
43       later than May 31st of the current year. The Administrator of Support Services, no later than  
44       June 15<sup>th</sup>, must respond to the Technician's request.

45  
46       Seniority will be utilized as a tie breaker when requesting a change in summer schedules.

1       **Section 7.17.3 Clothing.**

2       Replacement jackets and coveralls will be made upon consultation with the Administrator of  
3       Support Services.

4  
5       **Section 7.17.4. Footwear.**

6       Warehouse employees will be reimbursed up to one hundred and fifty dollars (\$150) annually  
7       for work shoes (excluding tennis shoes). Employees may submit for reimbursement for one  
8       pair of shoes per year, up to the dollar limit. Employees shall be reimbursed through the  
9       Payment by Warrant request process, and receipts will be required. Employees who receive  
10      reimbursement shall be expected to wear the shoes as appropriate.

11  
12      **Section 7.17.5. Cell Phone Reimbursement.**

13      If an employee uses their cell phone for work, they may request for reimbursement of cell  
14      phone costs up to three hundred dollars (\$300) annually in one payment. Employees shall be  
15      reimbursed through the Payment by Warrant request process, and receipts will be required.

16  
17      **Section 7.18. Family Engagement Liaisons.**

18  
19      **Section 7.18.1.**

20      Up to forty (40) hours per year at the district's discretion shall be paid for flex time not to  
21      exceed forty (40) hours per week and to be included in the employee's annual work schedule.

22  
23      Additional flex time shall be allowed at the District's discretion.

24  
25      **Section 7.18.2. Cell Phone Reimbursement.**

26      If an employee uses their cell phone for work, they may request for reimbursement of cell  
27      phone costs up to three hundred dollars (\$300) annually in one payment. Employees shall be  
28      reimbursed through the Payment by Warrant request process, and receipts will be required.

29  
30      **Section 7.19. ECEAP**

31  
32      **Section 7.19.1. Family Support Summer Hours**

33      Each Family Support Specialist's work calendar shall include five (5) non-work days on  
34      Mondays, during the calendar year to be worked in the summer for the purpose of  
35      recruitment and enrollment. In addition, Family Support Specialists will have three (3)  
36      additional days included in their work calendar for a total of 191 works days per year.

37  
38      **Section 7.19.2. Flex Time**

39      The use of flex time shall be allowed, with mutual agreement between the employee and  
40      their immediate supervisor and/or designee, to adjust their contracted work hours. Flex  
41      Time may not be used if the employee's resulting work hours will exceed 40 in any  
42      workweek. If it is not practical for the employee and the District to reach a mutual  
43      agreement due to time limitations, the employee shall inform their supervisor of the use of  
44      Flex Time by the close of business the following workday.

## ARTICLE VIII

### STAFF DEVELOPMENT AND TRAINING

#### **Section 8.1. Professional Development Extra Hours**

All employees will receive professional development extra hours equivalent to (2) times their normal work hours. These hours may be used for professional development outside of their regular work hours and shall be related to their regular work. Proof of attendance must be provided to HR to receive payment of these hours.

##### **Section 8.1.1. Special Education Training.**

The District will provide the following training for Special Education (SLC, Pathways, One-to-One, RR, TAP, and ECE) Paraeducators:

- Foundational de-escalation for all Special Education Paraeducators.

In addition, Special Education paraeducators who work directly with students who escalate are required to become and remain certified in a district adopted de-escalation certification course. Newly hired staff, who are identified in a position where a student escalates, will be required to register for the next available course upon being hired. After becoming initially certified, staff continuing in said position will be required to recertify each year. On an as needed basis, the District will provide individual training to any employee specifically assigned to support the specialized feeding, positioning, transfer and/or toileting needs of student with a physical disability.

Recertification of this training must be completed annually before the expiration of the original certificate, as long as staff remain in said positions. Staff whose certification lapses will not be compensated for the time required to become fully certified, provided the District has offered classes prior to the expiration of the certification. Staff members not complying with this training requirement will be subject to progressive discipline. These required paid trainings are not to be deducted from staff professional development extra hours.

##### **Section 8.1.2 Child Nutrition/Culinary Arts Training.**

###### **Section 8.1.2.1.**

In order to comply with USDA regulations surrounding annual mandatory training, the following hours will be required of staff:

- Kitchen managers – 12 hours
- Assistant cooks/culinary arts paraeducators – 8 hours

Staff members not complying with this training requirement will be subject to progressive discipline.

###### **Section 8.1.2.2.**

Employees will be required to attend the annual mandatory training, prior to the start of the school year. This training may be applied to but does not meeting all requirements of Section 8.1.2.1.

1 **Section 8.1.3. District Mandated Professional Learning Days**

2 The District will provide additional calendared work days or release time to complete  
3 state-mandated training. If an employee does not take the training on the provided  
4 training day, the employee will work with their supervisor to schedule an opportunity to  
5 make up the time.

6 **Section 8.1.4. Grading Day Trainings.**

7 The District and the Association will form a professional development committee to plan  
8 trainings offered on Elementary and Secondary grading days. This committee will include  
9 an Association representative from each classification (Child Nutrition, Custodial,  
10 Paraeducators, Grounds, Trades, Warehouse, ECEAP, and Family Engagement Liaisons)  
11 and the PSEA Chapter President or Vice President.

12  
13 Attendance at these professional development offerings shall correspond with the  
14 employee's work assignment. Any employee that works at both Elementary and  
15 Secondary should coordinate their training attendance with their supervisor. The intent  
16 of these trainings is that every employee will have one (1) day of training and shall not be  
17 denied such opportunity.

18  
19 Should employees choose not to participate in training on these days, they will be allowed to  
20 work their regular work shift at their regular site, and/or take appropriate leave.  
21  
22

23 **Section 8.2. Allowance for Apprenticeship, Licenses and Certificates.**

24 Holders of a license, certificate, or apprenticeship completion shall receive the following in addition to  
25 their regular hourly wage rate. Employees shall be entitled to a stipend for each certificate, license, or  
26 apprenticeship held.  
27

28 **Apprenticeship:** One dollar/hour (\$1.00) to be paid monthly.

29  
30 When funded by the Legislature, the parties shall meet to negotiate a stipend amount for these  
31 three (3) certificates. Para: ELL, SPED, Advanced.  
32

33 **Maintenance:**

34 Trades appropriate one dollar/hour (\$1.00) stipend (plumbing, electrical, carpentry, etc.) to be  
35 paid monthly.  
36

37 Payment shall commence the month following District receipt of notification that a certificate/license  
38 /apprenticeship has been earned.  
39

40 **Section 8.2.1. Tuition Reimbursement.**

41 The District agrees to reimburse each employee up to **eight** hundred dollars (\$800) per school  
42 year for tuition reimbursement for credit classes, clock hours, continuing education units, or  
43 other credits applicable toward a degree, apprenticeship or job-related training for each year of  
44 the agreement. The total annual cap for the bargaining unit will be seventy-five thousand  
45 dollars (\$75,000).  
46

47 Frontloaded Tuition Monies: An employee may complete the appropriate from Human  
48 Resources for one-half (1/2) of their tuition reimbursement monies to be frontloaded. The form



1 includes a provision whereby the employee must repay any portion of the front-loaded monies  
2 if they do not satisfactorily complete their course work. **For more information on continuing**  
3 **education clock hours check Section 16.11.**  
4  
5

## 6 7 **ARTICLE IX**

### 8 9 **HOLIDAYS AND VACATIONS**

#### 10 **Section 9.1. Holidays.**

11 All twelve (12) month employees shall receive the following paid holidays:  
12

- |                          |  |
|--------------------------|--|
| 13 1. New Year's Day     | 7. Thanksgiving Day                    |
| 14 2. Presidents' Day    | 8. <b>Native American Heritage Day</b> |
| 15 3. Memorial Day       | 9. Day before Christmas                |
| 16 4. Independence Day   | 10. Christmas Day                      |
| 17 5. Labor Day          | 11. Day before New Year's Day          |
| 18 6. Veterans Day       | 12. Martin Luther King Day             |
| 19 <b>13. Juneteenth</b> |  |

20  
21 When any of the aforementioned holidays fall on Saturday, Sunday, or a day on which school is held,  
22 an equivalent day will be given at the convenience of the District.  
23

#### 24 **Section 9.1.1.**

25 All regularly employed part-time employees shall be paid for the following holidays:  
26

- |   |   |
|---|---|
| 27 1. New Year's Day                      | 7. Christmas Day                            |
| 28 2. President's Day                     | 8. Labor Day (when employees are required   |
| 29 3. Memorial Day                        | to report to their regular assignment prior |
| 30 4. Veterans' Day                       | to Labor Day)                               |
| 31 5. Thanksgiving Day                    | 9. Martin Luther King Day                   |
| 32 <b>6. Native American Heritage Day</b> | 10. Day before Christmas                    |
| 33 <b>11. Juneteenth</b>                  |   |

34  
35 To qualify for payment for a holiday the employee must work (or be on an authorized paid  
36 leave) the last scheduled working day before the holiday and the first scheduled working day  
37 after the holiday.  
38

39 When any of the aforementioned holidays fall on Saturday, Sunday, or a day on which school is  
40 held, an equivalent day will be given by the District.  
41

#### 42 **Section 9.1.1.1. Thanksgiving Flex Time.**

43 Regularly employed part-time employees who are interested in being released upon  
44 student dismissal the Wednesday before Thanksgiving may accumulate flex time as  
45 stated below.  
46

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.

**Section 9.1.2. 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 and has worked the last assigned shift preceding the holiday and the first assigned shift succeeding the holiday, will be eligible for pay for such unworked holiday.

**Section 9.1.3. 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 9.1.4. Holidays during Vacation.**

Should a holiday occur while a twelve (12) month employee is on vacation, the employee will be authorized one additional day of vacation.

**Section 9.2. 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 9.2.1. 12 Month Employees.**

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

<b><u>Years of Service</u></b>	<b><u>Hours of Vacation Credit</u></b>
1 - 4	1 for each 24 hours worked not to exceed 80 hours per year
5 - 9	1 for each 18 hours worked not to exceed 120 hours per year
10- 19	1 for each 12 hours worked not to exceed 160 hours per year
20+	<b>4 weeks' vacation time will be frontloaded at the beginning of the year</b>

**Section 9.2.1.1.**

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.

**Section 9.2.1.2.**

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

**Section 9.2.1.3.**

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 9.2.1.4.**

It is mutually agreed that vacations shall be scheduled at the request of the employee, in consultation with the supervisor.

**Section 9.2.1.5. Vacation Limits.**

Vacation limits will be audited on August 31<sup>st</sup> of each year. Vacation accrual on August 31<sup>st</sup> each year will be limited to forty (40) days.

**Section 9.2.1.6. Annual Cash Out.**

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

**Section 9.2.1.7. Vacation to Extend Employment.**

Vacation cannot be used to extend employment beyond your contract year at separation or retirement.

**Section 9.2.2. Less than 12 Month Employees**

Beginning September 1, 2022, in lieu of accumulating vacation credit for payment, less than 12 month employees shall receive the following percentage increases to their base wage on Schedule A:

<b><u>Years of Service</u></b>	<b><u>Vacation Stipend</u></b>
<b>1 - 4</b>	<b>3.97% added to base</b>
<b>5 - 9</b>	<b>5.29% added to base</b>
<b>10- 19</b>	<b>7.94% added to base</b>
<b>20+</b>	<b>9.52% added to base</b>

**Section 9.2.3.**

The maximum amount of vacation time an employee can cash out upon retirement or separation from the District is 240 hours (30 days).

**ARTICLE X**

**LEAVES**

**Section 10.1. Sick Leave.**

Twelve (12) month employees will receive twelve (12) days sick leave annually. Ten (10) month employees will receive ten (10) days sick leave annually. Employees hired after the start of the fiscal year (September 1) will receive a pro-rata number of sick leave days commensurate with their twelve-month or ten-month assignment. 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.

1 The employee must report an absence as soon as known and no later than one (1) hour prior to that  
2 employee's starting time on the day of the absence, if possible. The employee must enter their absence  
3 in the current on-line system within forty-eight (48) hours of returning to work. A report of absence in  
4 excess of five (5) consecutive days will have a written statement from a physician verifying the dates  
5 of the absence and releasing the employee to return to work; provided, however, this will not restrict  
6 the District from verifying employee ability to work in cases of potential or actual injury occurring  
7 while on the job. Such verification will be submitted to the building administrator or designee prior to  
8 reinstatement of the employee's pay status.

9  
10 Illness or disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and  
11 recovery there from are considered temporary disabilities and will be treated as any other personal  
12 illness or disability. Within the first sixteen (16) weeks of pregnancy, the employee will provide the  
13 District a statement from a licensed medical doctor authorizing the employee's continued service in the  
14 position as assigned. Further, the employee will provide a statement from a licensed medical doctor  
15 regarding any change of status or limitations.

16  
17 **Section 10.1.1. Sick Leave and Attendance Incentive Program (RCW 28A.400.380.)**

18 Compensation for accrued but unused sick leave shall be as provided in the sick leave  
19 attendance incentive program (see RCW 28A.400.380) as now or hereafter amended.

20  
21 In January any eligible employee may exercise an option to receive remuneration for sick leave  
22 not used in the previous year at a rate equal to one day's monetary compensation of the  
23 employee for each four (4) full days of unused sick leave as long as the employee has more  
24 than sixty (60) days accrued sick leave.

25  
26 At the time of separation from school district employment due to retirement or death, an  
27 eligible employee or the employee's estate shall receive remuneration at a rate equal to one  
28 day's current monetary compensation of the employee for each (4) days accrued sick leave.  
29 Not more than 180 sick leave days shall be eligible for conversion. If the Association has a  
30 VEBA plan in effect, this remuneration shall be disbursed in accordance with the provision of  
31 this plan. Per IRS rules, the Association shall vote annually on VEBA participation.

32  
33 **Section 10.1.2. Family Illness Leave.**

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

39  
40 **Section 10.1.3. Leave Sharing.**

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

44  
45 **Section 10.1.4. Domestic Violence Leave**

46 **Employees may utilize sick leave or unpaid leave for instances of domestic violence/abuse**  
47 **for themselves or their family members, in accordance with RCW 49.76. Employees**  
48 **seeking leave or other protections under this provision shall notify Human Resources of**

1           **their intent to access this leave. The granting of unpaid leave under this section shall not**  
2           **be subject to disciplinary action under Section 12.4 of this agreement.**

3  
4    **Section 10.2. Emergency Leave.**

5    A maximum of three (3) paid days will be allowed annually for absences owing to suddenly  
6    precipitated problems which are of a nature that preplanning was not possible or could not have  
7    relieved the necessity for the employee's absence; e.g., court subpoena. Additional emergency leave  
8    may be granted by the Superintendent. Such leave shall be deducted from those accumulated pursuant  
9    to Section 10.1., above. Additional paid time will be granted by the District for out-of-state travel and  
10   final arrangement issues.

11  
12   The employee must submit **their absence via the on-line system** within forty-eight (48) hours of the  
13   employee's return to work.

14  
15   **Section 10.3. Personal Leave.**

16   Employees will be given three (3) days of paid personal leave annually. **These personal leave days**  
17   **will be pro-rated based on the employee's hire date.** Employees may carry over up to **three (3)**  
18   days and employees may use up to **six (6)** days per year. Employees will be permitted to utilize their  
19   personal leave due to inclement weather. **No more than thirty (30) employees may access personal**  
20   **leave before or after holidays or breaks. Personal leave will be considered approved when HR**  
21   **approves the request.** Such leave shall be pre-arranged and subject to the approval of the supervisor.  
22   Denial of personal leave may be appealed to the superintendent or designee.

23  
24       **Section 10.3.1. Personal Leave Cash Out**

25       **Once annually, excess personal leave over the allotted carry over amount will**  
26       **automatically be cashed out at the employee's regular rate of pay.**

27  
28   **Section 10.4. Bereavement Leave.**

29   Bereavement leave is intended to provide time for the employee to attend to matters related to the  
30   death of individuals as outlined below.

31  
32   Bereavement leave for family and friends is allotted as follows:

- 33  
34       A. Spouse, domestic partner, son or daughter, father, mother, parent surrogate, up to five (5)  
35       days;
- 36  
37       B. Sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law,  
38       sister-in-law, grandparents and grandchildren or any other relative for whom the employee  
39       is the sole support; up to three (3) days.
- 40  
41       C. A relative not listed above, or a close personal friend: one (1) day of bereavement leave.
- 42  
43       D. At the discretion of the superintendent, or designee, two (2) additional days of emergency  
44       leave may be granted for the purpose of accommodating extended travel. Emergency leave  
45       is deducted from your sick leave balance. Employees may also use personal leave or  
46       vacation, in conjunction with bereavement leave.
- 47

1 The employee must submit the absence **along with the relationship** to the supervisor via the on-line  
2 system within forty-eight (48) hours of the employee's return to work. **Questions not answered in**  
3 **language below should be directed to the employee's supervisor and Human Resources.**

#### 4 5 6 **Section 10.5. Workers Comp.**

7 Any employee covered by Workmen's Compensation and State Industrial Insurance will, upon loss of  
8 time due to a job-related injury or illness, be paid leave in the amount of the difference between his/her  
9 regular pay and compensation received. The full amount of leave will be paid for the first three (3)  
10 days. Should an employee later receive compensation for the first three (3) days of absence, the  
11 amount paid to the employee will be credited to the District from monies due the employee in the next  
12 payroll period. That portion of leave paid, as determined by the ratio of regular leave and State  
13 Industrial Compensation, will be charged against the employee's accrued leave.

#### 14 15 **Section 10.6. Legal Leave.**

16 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a  
17 witness in court on School District business, or is named as a codefendant with the school district, the  
18 employee will receive the normal day's pay for each day required in court; provided, however, that any  
19 compensation received for such service will be kept by the employee. In the event the employee is a  
20 party (plaintiff or defendant) in court action, absence may be granted without pay.

#### 21 22 **Section 10.7. Leave of Absence.**

23 **Upon approval of the Board of Directors, an employee may be granted a leave of absence for**  
24 **extreme personal medical circumstances, or a student teaching experience. An employee can**  
25 **only be granted one leave during a part or portion of a single school year and will not include**  
26 **parts or portions of any two (2) school years. At the conclusion of the leave, the employee shall**  
27 **return to their assignment. The decision to grant or deny the leave by the district shall be final**  
28 **and not subject to a grievance, unless the decision is made for arbitrary or capricious reasons.**

##### 29 30 **Section 10.7.1**

31 **The employee will retain vested vacation and seniority while on leave of absence. The**  
32 **employee may retain up to 5 days of sick leave. However, no benefits or leaves will accrue**  
33 **while the employee is on leave of absence.**

#### 34 35 **Section 10.8 FMLA**

36 **An employee may qualify for FMLA if they have worked for the district for 12-months, and have**  
37 **worked at least one thousand two hundred and fifty (1,250) hours in the 12 months prior to**  
38 **requesting leave. Work to include all hours compensated for work; e.g., in-service, training and**  
39 **overtime. Questions regarding the specifics of qualification for leave consideration should be**  
40 **addressed to Human Resources.**

#### 41 42 **Section 10.9. PFML**

43 **An employee may apply in PFML with the state if they have worked eight hundred and twenty**  
44 **(820) hours during the lookback period in Washington State. Questions regarding the specifics of**  
45 **qualification for leave consideration should be addressed to Human Resources.**

#### 46 47 **Section 10.10.**

48 **As now or hereafter amended, the District will comply with current statutory leave sharing provisions.**

## ARTICLE XI

### SENIORITY

#### **Section 11.0. Definitions.**

**General Job Classification:** Child Nutrition Services, Custodial, Paraeducators, Grounds, Laundry, Trades and Warehouse, **Family Engagement Liaisons, and ECEAP.**

**Specific Job Classification:** **A position that falls within the General Job Classification as noted above.** Examples of Specific Job Classification includes: Head Custodian, Custodian A, Trades Technician Lead: Painter/Glazer, Trades Technician: Painter/Glazer, Trades Helper: Painter/Glazer, Library Para-Educator, ECE Para-educator, Culinary Arts Para-Educator, etc.

**Classification Seniority:** The date you moved to a new general job classification.

**Hire Date:** The date you were hired in the school district.

**Start Date:** **The date you began working in a general job classification within this bargaining unit.**

**Salary Schedule Placement:** Placement on the salary schedule does not reflect classification seniority.

#### **Section 11.1.**

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 "**start** 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 11.1.1.**

In the event that two (2) or more employees have the same **start** date, seniority shall be determined by **the employee** with the earliest **hire date**. Should two (2) or more employees still have the same hire date, seniority shall be decided by lot.

#### **Section 11.2.**

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) work days, provided the employee has been given the opportunity to have an Association representative present when asked about the extension.

##### **Section 11.2.1.**

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, Sections 15.1. and 15.2. will not apply.

1 **Section 11.3.**

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

- 3
- 4 A. Resignation;
- 5 B. Discharge, unless reinstated;
- 6 C. Retirement;
- 7 D. Change in general job classification within the bargaining unit, as hereinafter provided; (e.g.,
- 8 para-educator moves to a child nutrition position or a custodian moves to a trades position, etc.)
- 9 or
- 10 E. Absences for any reason not included within the leave provisions of this Agreement.
- 11

12 **Section 11.4**

13 Seniority rights will not be lost for the following reasons:

- 14
- 15 A. Time lost by reason of industrial accident, industrial illness.
- 16 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 17 United States.
- 18 C. Time spent on authorized absences.
- 19

20 **Section 11.5.**

21 In addition, senior nutritionist employees whose hours drop below that amount necessary to receive a

22 benefit package shall be allowed to bump junior nutritionist employees holding similar job titles if

23 their work hours are reduced thirty (30) minutes or more per day.

24

25 **Section 11.6.**

26 The employee with the earliest general job classification **start** date shall have preferential rights

27 regarding promotions, assignments, or open jobs, when ability and performance are equal with those of

28 individuals junior to him/her.

29

30 **In filling open positions, the employer will take into consideration skill, past work record,**

31 **seniority and merit. Consistent with this article, individuals outside the bargaining unit hold no**

32 **seniority rights under this agreement; nor shall the District disregard the seniority of a**

33 **bargaining unit member in order to provide an equal level of seniority to a non-member**

34 **applying for the same bargaining unit position.**

35

36 **Section 11.6.1.**

37 If the District determines that seniority rights should not govern because a junior employee

38 possesses ability and performance greater than a senior employee(s), the District shall, at the

39 request of the employee(s), set forth in writing to the employee(s) its reasons why the senior

40 employee(s) was bypassed.

41

42 **Should the employee disagree with the written rationale provided by the District, the**

43 **employee will work through the Grievance process beginning at Step II as outlined in**

44 **Article XV.**

45



1 **Section 11.7.**

2 An employee who changes general job classifications within the bargaining unit will retain seniority  
3 in the previous classification for one (1) calendar year although a new "hire" start date is acquired in  
4 the new classification.

5  
6 **Section 11.8. Open Positions.**

7  
8 **Section 11.8.1. Posting of Open Positions.**

9 The District shall make every reasonable effort to make available to the President or designee a  
10 published notice of open positions (open position shall be defined herein as it is defined in  
11 Section (11.1.) within five (5) days of the posting. Should the open position require the use of  
12 a substitute for an interim period, the interim period shall be no longer than fifteen (15)  
13 workdays. Open positions shall be posted on the District's web site.

14  
15 **Section 11.8.1.1.**

16 Open position notices shall include the shift, and total hours of work. If an employee is  
17 interested in the location of an open position, the employee may contact the District  
18 Human Resource Office.

19  
20 **Section 11.8.2. Applying for Open Positions.**

21 Employees must make written application for the position published within the date and time  
22 set by the District. If written application is not made, the employee does not have the right of  
23 grievance. The subsequent vacancy filling period shall be thirty days from the posting of the  
24 original position.

25  
26 **Section 11.8.3. Interviews/Awarding Positions.**

27  
28 **Section 11.8.3.1. Interview Granted.**

29 If any bargaining unit employee applies for a new or vacant bargaining unit position and  
30 meets all the minimum qualifications for the position, the employee shall be granted an  
31 interview. If there are more than three (3) bargaining unit members applying for the  
32 position, the three (3) most senior will be interviewed.

33  
34 **Section 11.8.3.2.**

35 The District shall fill open/vacant positions as posted. If no qualified applicants, the  
36 district shall repost the position.

37  
38 **Section 11.8.3.3. Reversion.**

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

41  
42 **Section 11.9. Transfer Procedures.**

43 If an employee is interested in a lateral transfer, the employee must send a signed request to Human  
44 Resources. Lateral means same **specific job** classification, hours, shift, and pay rate.

45  
46 **Section 11.10. Lay-Off.**

47 Should the need for layoff occur, employees will be laid off in their specific job classification by  
48 seniority. Prior to employees being laid off, the District and the Association President and the PSE

1 Field Representative will schedule a general layoff meeting with the parties affected. The District will  
2 provide the rationale for the layoff and the parties will be advised of their rights.

3  
4 Employees laid off as the result of reduction in force will be placed on a re-employment list according  
5 to seniority and will have priority (as provided by Section 11.6.) in the filling of an opening in the  
6 classification held at the time of layoff. This list shall be in effect from the date of layoff to one (1)  
7 year later.

8  
9 **Section 11.10.1.**

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

13  
14 **Section 11.10.2.**

15 Employees shall forfeit the rights to re-employment as provided in Section 11.10. if the  
16 employee does not accept the offer of re-employment within five (5) workdays and/or report  
17 for work within eleven (11) workdays from date of offer by certified letter or in person.

18  
19 **Section 11.10.3.**

20 Should an employee under this section decline a position for which qualified, that employee  
21 forfeits further consideration other than that given all applicants.

22  
23 **Section 11.11. Transfers.**

24  
25 **Section 11.11.1. Transfer Definition.**

26 A transfer is a reassignment to a different building, program, or job description.

27  
28 **Section 11.11.2. Voluntary Transfer.**

29 A voluntary transfer in lieu of posting and filling a position pursuant to Article IX may be made  
30 upon the mutual agreement of the employee, the Association and the District.

31  
32 **Section 11.11.3. Involuntary Transfer.**

33 An involuntary transfer shall be made when it is in the best interest of the Employer. If the  
34 transfer is involuntary and is to be a lesser pay scale, said employee shall suffer no loss in pay.  
35 Whenever possible, involuntary transfers shall be made to the least senior employee in the job  
36 title.

37  
38 **Section 11.11.4. Notice of Transfer.**

39 The Employer shall give the employee being transferred three (3) working days written notice  
40 before date of involuntary transfer and a copy of such notice shall be sent to the Association  
41 President. After such notice, the employee has the right to discuss such transfer with the  
42 Director of Personnel or immediate supervisor.

## ARTICLE XII

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

#### **Section 12.1.**

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 12.2.**

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

#### **Section 12.3.**

Employees who resign or are discharged will forfeit all rights and seniority unless their discharge is overturned and they are reinstated.

#### **Section 12.4.**

Employees who are absent from duty for reasons other than those provided for in the Agreement, as stated in Article X, 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 12.5.**

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

##### **Section 12.5.1.**

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

##### **Section 12.5.2.**

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 XIII

### INSURANCE AND RETIREMENT

#### **Section 13.1.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 13.1.1. 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 13.1.2. Voluntary Employees Benefit Association (VEBA)**

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

**Section 13.2. Department of Retirement Services (DRS)**

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 13.3. Classified Employees Death Benefit.**

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 51.32.050., as now, or as hereafter amended.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP**

**Section 14.1. Membership.**

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 14.2. Member 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 14.4.

1 **Section 14.3. New Hire Notification.**

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

7  
8 **Section 14.4. Dues and Checkoff.**

9 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees  
10 who are current members of PSE/SEIU 1948 and shall provide updates, additions, and/or other  
11 changes in membership status to the District upon request. The District agrees to accept dues  
12 authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU  
13 1948 will provide a list of those members who have agreed to union membership via voice  
14 authorization. In addition, upon request, access to the District to the .wav files associated with the  
15 voice authorization. PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature  
16 authorizations. PSE agrees, that as the custodian of the records, it has the responsibility to ensure the  
17 accuracy and safe-keeping of those records.

18  
19 **Section 14.5. Checkoff.**

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

23  
24 **Section 14.5.1. Classified Employee Report to the Association.**

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

29  
30 **Section 14.5.2. Local Chapter Dues.**

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

33  
34 **Section 14.6.**

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

37  
38 **Section 14.7. New Hire Orientation.**

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

1 **Section 14.8. Political Action Committee.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
3 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
4 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
5 check separate from the Union dues transmittal check, or to the appropriate agency. Section 14.7. of  
6 the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the  
7 request at any time. At least annually, the employee shall be notified by PSE about the right to revoke  
8 the request.  
9  
10  
11

12 **ARTICLE XV**

13 **GRIEVANCE PROCEDURE**

14 **Section 15.1.**

15 Grievance is defined as a claim by an employee that a misinterpretation, misapplication, or violation of  
16 this Agreement has personally and adversely affected the employee(s). All other matters by this  
17 reference are specifically excluded from action under this section. Grievances arising between the  
18 District and the employee(s) will be resolved in strict compliance with this Article. In arriving at any  
19 disposition or settlement, neither party will have the authority to alter the Agreement.  
20  
21

22 **Section 15.2.**

23 Grievance claims will be processed as rapidly as possible. The number of days indicated at each step  
24 will be considered as maximum and every effort will be made to expedite the process. Time limits  
25 under unusual circumstances may be extended by mutual consent. Failure of the employee(s) to  
26 proceed with the grievance within time limits provided will result in dismissal of the grievance.  
27 Failure of the District to take required action within time limits provided will entitle the Association to  
28 move to the next step in the grievance procedure.  
29

30 **Step 1.** An employee(s) with a grievance claim will discuss such claim first with the immediate  
31 supervisor, **or the appropriate administrator who took the action being grieved**, within thirty (30)  
32 calendar days of the occurrence of the incident giving rise to the grievance. The employee(s) may be  
33 accompanied by a representative of his/her choice at Steps 1 through 4 of the grievance process. Every  
34 effort will be made to resolve the grievance claim in an informal manner.  
35

36 **Step 2.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee must  
37 submit to the immediate supervisor, **or the appropriate administrator who took the action being**  
38 **grieved**, within ten (10) workdays a written statement of the grievance containing the following:  
39

- 40 A. The facts on which the grievance claim is based; the alleged violation(s) which has personally  
41 and adversely affected the employee(s).  
42 B. The remedy sought.  
43

44 The employee(s) will submit the written statement of grievance, which will be controlling throughout  
45 the resolution of the grievance and will be modified only by mutual consent. **Upon presenting the**  
46 **written statement of grievance, the parties shall schedule the Step 2 meeting within five (5)**  
47 **working days.**  
48

1 The District shall provide the employee(s) and the Association Field Representative with a notification  
2 of disposition responding to the grievance no more than ten (10) workdays after the Step 2 meeting.

3  
4 **Step 3.** If the matter is not resolved at Step 2, the employee(s) may request intervention of the  
5 Association following receipt of the notification of the disposition of Step 2. When the grievance, in  
6 the judgment of the Association merits further consideration, the Association will notify, in writing,  
7 the Superintendent or designee within fifteen (15) days of the employee's receipt of notification of  
8 disposition at Step 2. The Superintendent or designee will, within five (5) workdays of the receipt of  
9 the appeal, meet with the employee(s) and the Field Representative of the union and will attempt to  
10 arrive at an equitable solution. A decision will be rendered by the Superintendent or designee within  
11 ten (10) workdays after this meeting.

12  
13 **Step 4.** If no settlement has been reached within the time period referred to in the preceding  
14 subsection, and the Association believes the grievance to be valid, the Association on behalf of the  
15 employee(s) may, within ten (10) workdays following receipt of the District's decision referenced in  
16 Step 3, request binding arbitration of the grievance. The Arbitrator's deliberation will be limited to the  
17 statement of the grievance and proposed resolution. Further, the Arbitrator will be without power to  
18 make a decision which requires commission of an act prohibited by law or which is outside the scope  
19 of the Agreement. If any questions arise as to the arbitrability, such questions will first be ruled upon  
20 by the Arbitrator selected to hear the dispute. The parties will be bound by the rules of the American  
21 Arbitration Association except as otherwise agreed. The sections of the Collective Bargaining  
22 Agreement alleged to be violated are controlling and will not be expanded during the grievance  
23 process unless by mutual consent.

24  
25 Within ten (10) calendar days following selection of the Arbitrator, the Arbitrator will confer with the  
26 representative of the Superintendent and the Association and hold hearings promptly and will issue a  
27 decision not later than fifteen (15) calendar days from the date of the close of the hearing; or, if oral  
28 hearings have been waived, then from the date that the final statements and proofs are submitted. The  
29 decision of the Arbitrator will be submitted to the Board and the Association and will be final and  
30 binding upon the parties. The costs, if any travel and subsistence expenses, and the cost of any hearing  
31 room will be borne equally by the District and the Association.

## 32 33 34 35 **ARTICLE XVI**

### 36 37 **SALARIES AND EMPLOYEE COMPENSATION**

#### 38 39 **Section 16.1.**

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

#### 42 43 **Section 16.2.**

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

**Section 16.3.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVI, Section 16.10. 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 16.4.**

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 16.5.**

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 16.6.**

Employees required to remain overnight on District assignment will be reimbursed for actual board and room expenditures. (Receipts required.) Extended overnight trips will be compensated for at not less than ten (10) hours pay for each night involved; however, employees will be paid for all hours worked in excess of ten (10) hours with due consideration given to the other provisions of this Agreement.

**Section 16.7.**

All employees will be paid on the last business day of the month.

**Section 16.8.**

In those years in which the calendar contains more than two hundred sixty (260) work days, these "extra" days will be added to full-time employees' annual pay.

**Section 16.9. Transfer of Previous School District Experience.**

Employees shall be given credit for years of service in Washington State K-12 districts as provided in RCW 28A.400.300 as now or hereafter amended.

**Employees shall be given credit, upon verification of similar employment, for years of service in the following entities:**

- **Early Childhood programs**
- **Washington State Colleges & Universities**
- **Vocational technical Institutions regulated by RCW 41.56.**

**Unless provided for in law, seniority rights or unused vacation time from previous employments shall not be considered.**

**Section 16.10.**

**Salary Schedule A for 2022-23 = 6.5% (inclusive of IPD) Targeted Increases for ECEAP and Family Engagement Liaisons, Condensing of Paraeducator Tiers (additional increases), and a retention bonus for all current employees employed for the duration of the pandemic (3/16/20 – 8/31/21). To qualify an employee must have been a District employee for the entire time listed above. Bonus will be applied based on average hours worked during the dates above:**



1 **0-1.9 hours - \$500**  
2 **2-3.9 hours - \$1000**  
3 **4-5.9 hours -\$1500**  
4 **6-8 hours \$2000**

5  
6 **Salary Schedule A for 2023-24 = 5% inclusive of IPD, or IPD whichever is greater**

7  
8 **Salary Schedule A for 2024-25 = IPD+2%**  
9  
10  
11

12 **Section 16.11. Education Recognition**

13 For clock hours and credits earned after September 1, 2013, or BA degrees earned at any time,  
14 employees will be eligible to earn an increase in their hourly wage. Increases would occur as follows:  
15

- 16 • 150 clock hours/15 credits = .25 per hour calculated as a stipend based on the amount of hours  
17 contracted to work in a year.
- 18 • **250 clock hours/25 credits = .35 per hour calculated as a stipend based on the amount of**  
19 **hours contracted to work in a year.**
- 20 • 350 clock hours/35 credits = .50 per hour calculated as a stipend based on the amount of hours  
21 contracted to work in a year.
- 22 • 450 clock hours/45 credits = .75 per hour calculated as a stipend based on the amount of hours  
23 contracted to work in a year.

24  
25 (10 clock hours = 1 credit)  
26 BA degree = \$1.00 per hour  
27

28 Courses **for clock hours** must be job related and will be approved through the Human Resources  
29 Department. Wage increases will begin with the start of the following year (September 1) after hours  
30 have been earned and submitted to Human Resources.  
31

32 Employees enrolled in the Apprenticeship Program are not eligible to participate in this program.  
33

34 Employees who possess either a BA degree or have completed the Apprenticeship Program are eligible  
35 to receive an increase in their hourly wage of \$1.00. **ECEAP Lead Teachers with a BA and Family**  
36 **Support Specialists are exempt from this provision; however, Family Support Specialists will**  
37 **receive a \$660-dollar annual stipend for holding a Master's Degree.**  
38

39 **Section 16.12.**

40 Nothing contained in this Agreement either by application or interpretation is to be construed so as to  
41 in any way cause directly or indirectly the District, its Board, officers, employees, or agents to grant  
42 compensation or increases thereto in excess of those permitted by law or regulation.  
43

44 Should the Legislature appropriate additional classified compensation increases, the parties will meet  
45 to discuss how such increases might be accomplished, if and when during the term of this Agreement  
46 the State dollars for such are received by the District.  
47

1 **Section 16.13. New Hire Training.**

2 **The District will provide paid training for all newly hired employees.**

3  
4  
5 **ARTICLE XVII**

6  
7 **CERTIFICATION AND SAFETY**

8  
9 **Section 17.1.**

10 The District will make every effort to comply with applicable safety codes set forth in Federal or State  
11 law, and the employees will cooperate in the use of all safety devices. Employees will cooperate with  
12 the District in the maintenance of a generally well kept area, and equipment, and attendance at required  
13 safety discussions.

14  
15 **Section 17.1.1. Assault: Deductible (Co-Pay) Reimbursement by District.**

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

22  
23 **Section 17.1.2. Reimbursement for Loss of Personal Property.**

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

34  
35 **Section 17.2.**

36 All employees in positions covered by this Agreement who fail to provide such licenses and/or  
37 certificates as may be required by State or local law or regulations, will not be allowed to work under  
38 the terms of this Agreement until said certificate is provided to the administrator of personnel, and/or  
39 supervisor. Whenever additional licenses and/or certificates are required, the District will give every  
40 assistance possible to the employee. However, it is the obligation of the employee to keep the required  
41 licenses and/or certificates in force, and failure to do so may be deemed cause for disciplinary action,  
42 suspension without pay, or discharge in accordance with Section 11.1.

43  
44 **Section 17.3. Employee Safety.**

45 Behavior intervention plans are intended to support students to help students learn appropriate  
46 behaviors so they may participate fully in their education. The District shall continue to minimize the  
47 risk of injury to employees from student by providing timely training to employees serving students

who are on behavior intervention plans and relevant information including details of the behavior intervention plan necessary for the employee to play a role in implementing such plan.

**Section 17.4. Confidential Student Information.**

Employees have a responsibility to familiarize themselves with and follow all applicable state and federal privacy laws and regulations regarding confidentiality of student and parent information, including but not limited to any information contained in a student's IEP, Behavior Intervention Plan and/or 504 Plan. Failure to keep such information confidential may result in disciplinary action.

**Section 17.5. Violence and Threats.**

Employees who are threatened with physical harm or subjected to verbal abuse by an individual or a group while carrying out their assigned duties shall immediately notify the building administrator. The administrator shall then notify the District office of the threat and provide reasonable precautions for the safety of such employees.

The District will notify employees on a need-to-know and confidential basis when a student has a known criminal record.

**Section 17.6. Safe and Healthy Work Place.**

Each employee covered under this Agreement shall have a safe and healthy work environment. The District shall provide disposable gowns, gloves, and/or suitable protective equipment upon request to employees who are required to utilize universal precautions in the care of students.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be retroactive from September 1, 2022 to August 31, 2025.

**Section 18.2.**

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

**Section 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create the authority to alter personnel practices in public employment.

**Section 18.4.**

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.

1 **Section 18.5.**  
2 Neither party will be compelled to comply with any provision of this Agreement which conflicts with  
3 State or Federal statutes or regulations promulgated pursuant thereto.  
4

5 **Section 18.6.**  
6 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,  
7 such provision will be renegotiated pursuant to Section 18.3.  
8  
9

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

AUBURN PSEA CHAPTER #701

AUBURN SCHOOL DISTRICT #408

BY: \_\_\_\_\_  
Lorilee Thompson, Chapter President

BY: \_\_\_\_\_  
Chris Callaham, Assistant Superintendent, HR

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

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

1  
2  
3 **NOTES: Schedule A**  
4

- 5 1. The monthly gross salary for full-time employees can be calculated as follows: 2080 hours x hourly rate  
6 divided by 12.  
7

8 Exception: 2015-16 = 262 work days; 2016-17 = 261 work days; 2017-18 = 261 work days  
9

10 **2. PARA LEVEL 1**

11 **Class Size, Playground, Traffic, Study Hall, Print Room.**  
12

13 **3. PARA LEVEL 2**

14 **Computer Lab, ELL, High Cap, CTE (Culinary Arts, Marketing, Metals Shop, Auto Shop Attendant,**  
15 **Learning Center Attendant, Native American Attendant, Jewelry, Horticulture), Reading-Math,**  
16 **Resource Room, Library.**  
17

18 **4. PARA LEVEL 3**

19 **Special Education (SLC, Pathways, One to One, ECE, TAP, and Floaters), Health Tech**  
20

- 21 5. Salary and step increases shall be distributed at the beginning of each school year to all employees as  
22 authorized and funded.  
23
- 24 6. Custodian A will be in charge when Head Custodian is absent; pay will be determined by Section 7.6. **In the**  
25 **event the Custodian A declines to fill in for the Head Custodian, the Custodian B will be in charge;**  
26 **pay will be determined by Section 7.6 and the award of the assignment shall be by seniority.**  
27
- 28 7. The employee(s) in all classifications except: Class-size paraeducators and any position which is less than  
29 three and one-half (3-1/2) hours per day will receive their compensation on a twelve (12) month pro-rata  
30 payroll warrant basis.  
31
- 32 8. Lead positions: Employees who hold lead positions, with district-wide responsibilities, and oversee seven  
33 (7) or more employees will receive a \$75.00 per month stipend.  
34
- 35 9. Employees who hold lead positions, with district-wide responsibilities, and oversee five (5) or six (6)  
36 employees will receive a \$50.00 per month stipend.  
37
- 38 10. Child Nutrition Managers will receive a stipend of \$50.00 per month (\$500 annually) for ten months when  
39 they have three (3) or more Child Nutrition Programs.  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

## Appendix A

### WEINGARTEN RIGHTS

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.

- If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.
- Management is not required to inform the employee of his/her Weingarten rights.
- It is the employee’s responsibility to know and request.

*National Labor Relations Board (NLRB) vs. Weingarten , Inc., 1975 U.S. Supreme Court*

Under the Supreme Court’s Weingarten decision, when an interview for investigation occurs, the following rules apply:

#### RULE 1:

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

#### RULE 2:

After the employee makes the request, the employer must choose from among three options. The employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

#### RULE 3:

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such a refusal.

## Appendix B

### WHAT DOES “JUST 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. Did the employer give the employee forewarning for foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?