

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF AUBURN (PSEA) #701

AND

AUBURN SCHOOL DISTRICT #408

SEPTEMBER 1, 2019 - AUGUST 31, 2022



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.

PREAMBLE

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:

ARTICLE 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 17.3., 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, and Warehouse (includes Laundry). Nothing within this Agreement pertains to employees not
11 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
39
40 **Section 2.1.**

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

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.

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9
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11 **ARTICLE III**

12
13 **RIGHTS OF EMPLOYEES**

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.

1 **Section 3.5. Disability Accommodation.**

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

7
8 **Section 3.6. Personnel Files.**

9 Employees shall, upon request, have the right to inspect the contents of their personnel file. The
10 personnel file will be maintained in the District Human Resource Office and will be available for
11 inspection at that location by the affected employee in the presence of a representative of the Human
12 Resource Office. Upon request, a copy, at employee expense, of any documents contained in the
13 personnel file shall be afforded the employee. An employee will be notified, in writing of the entry of
14 any derogatory information into the employee's personnel file within twenty (20) work days of such
15 entry. The employee will be provided an opportunity to enter a written statement of clarification or
16 explanation of such information. No such information may be used against an employee in
17 disciplinary action without the employee's knowledge and opportunity to attach comments.
18 Employees, at their discretion, may add materials which they deem appropriate. The District shall
19 work cooperatively with the PSE representative when an aggrieved employee wishes the representative
20 to have access to the employee's file.

21
22 **Section 3.7. Annual Performance Evaluation.**

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

26
27 The District will not down grade an employee for the use of any approved leave time, or any other
28 protected subject matter on their evaluation, such as: FMLA, Sick Leave, L&I, Personal Leave, etc.

29
30 **Section 3.8. Security Cameras.**

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

34
35 Video/audio shall be viewed by district administrators or security. The employee will be notified if
36 copies of the video/audio or portions thereof were forwarded to a principal, vice principal, or law
37 enforcement officer. Confidentiality and security shall be maintained at all times.

38
39 Conferences requiring video/audio viewing will take place in a private area. During conference
40 viewing, only directly involved parties (i.e., employee, parent/guardian, student, building
41 administrator, law enforcement officer) may view the video/audio. If a video is to be used in any
42 disciplinary action, the employee has the right to view such video.

43
44 **Section 3.9. Weingarten Rights.**

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

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 District will meet with the Association to receive Association input regarding the work year
19 calendar by February 15 of each year. The District shall provide each bargaining unit member a work
20 year calendar at the beginning of the work year. An employee working a 4/10 schedule will not earn
21 overtime until ten (10) hours and one minute per day and over forty (40) hours per week when
22 assigned to a 4/10 schedule.
23
24
25

26 **ARTICLE V**

27 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

28 **Section 5.1.**

29 It is agreed and understood that matters appropriate for consultation and negotiation between the
30 District and the Association are matters with respect to wages, hours, benefits, and working conditions
31 of employees subject to this Agreement.
32
33
34

35 **Section 5.2.**

36 It is further agreed and understood that the District will inform the Association, and meet with the
37 Association at a reasonable time and place for discussions regarding substantive changes in wages,
38 hours, benefits, and working conditions.
39

40 **Section 5.3.**

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

Due to the nature of the learning center program (WAHS), a paraeducator's work week may consist of four (4) ten (10) hour days followed by three (3) consecutive days of rest.

Section 7.1.2. 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.

1 **Section 7.2. Regular Work Shift.**

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

5
6 **Section 7.2.1. Work Shift Change.**

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

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

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

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

18
19 **Section 7.2.3 Emergency Situations.**

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

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

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

28 On the day before Thanksgiving, 2nd shift custodial and maintenance employees shall be
29 allowed to start their shifts one-half hour after student dismissal; 3rd shift employees shall be
30 allowed to start their shifts no later than 6:00 pm; provided all building activities have custodial
31 coverage if needed.

32
33 **Section 7.3.**

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

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

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

1 **Section 7.3.2. First Shift.**

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

7 **Section 7.3.3. Second Shift.**

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

13 **Section 7.3.4. Third Shift.**

14 The third shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute
15 uninterrupted lunch period as near the middle of the shift as is practical, and also including a
16 fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which
17 rest periods shall occur as near the middle of each half shift as is practical.
18

19 **Section 7.3.4.1.**

20 Third shift personnel will receive an additional twenty-five (\$0.25) per hour of
21 compensation.
22

23 **Section 7.4.**

24 In the event an employee is assigned to a shift less than the normal work shift previously defined in
25 this Article, see Rest and Meal Breaks table below. If there are 30 minutes or less between
26 assignments and the time worked of such assignments is 4 hours or more, the employee shall receive a
27 paid 15 minute rest period provided however, determinations regarding break periods and assignments
28 will be made by the Human Resources office.
29

30 **Rest and Meal Breaks.**

31 Less than 4 continuous hours worked - No rest period
32 4.0 to 4.75 continuous hours worked – 1 rest break
33 5.0 to 7.75 continuous hours worked – 1 rest break, 1 meal break
34 8 continuous hours worked – 2 rest breaks, 1 meal break
35

36 Meal and Rest Breaks shall be duty free.
37

38 **Section 7.5.**

39 Employees required to work through their regular meal periods will be given time to eat at a time
40 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
41 a meal period and the employee works the entire shift, including the mealperiod, the employee shall be
42 compensated for the foregone meal period at overtime rates.
43

44 **Section 7.6.**

45 If a bargaining unit employee fills in for a higher classification employee they shall receive the higher
46 rate of pay starting with the first day of working in the higher classification position. Such change does
47 not affect the vacation allotment.
48

1 **Section 7.7.**

2 In the event of cancellation of work assignment, the District will endeavor to notify each employee
3 consistent with District emergency operation procedure.
4

5 **Section 7.8. Overtime.**

6 Overtime assignments shall be distributed by District seniority for Custodial, Grounds, Trades, and
7 Warehouse employees who are already at the job site and/or on the particular work project for which
8 overtime is being assigned. Child Nutrition Services and Paraeducators shall be assigned at the
9 building level by seniority. In the event no school building employees accept the overtime, employees
10 from other school buildings may be offered the overtime by classification seniority. In the assignment
11 of overtime, the District agrees to provide employees with as much notice as is practicable under the
12 circumstances. No overtime assignment will be made unless the employee is contacted directly.
13

14 **Compensatory Time.** An employee who requests compensatory time in lieu of overtime pay will
15 receive their compensatory time at one and one-half (1½) times their hourly rate of pay.
16 Compensatory time may only be accrued for the first seven (7) hours of overtime which equates to a
17 total of ten and one half (10 ½) hours during each school year. The District shall maintain the right to
18 cash out an employee's compensatory time at the employees' regular rate or at one and one-half (1½)
19 times their regularly hourly rate of pay, whichever is applicable. An employee cannot be denied the
20 use of compensatory time. No employee shall be expected to comp (flex) time which they have no
21 realistic opportunity to use.
22

23 **Section 7.8.1.**

24 All hours compensated in excess of eight (8) hours per day or forty (40) hours per week will be
25 compensated at a rate of one and one-half (1½) times the employee's base rate unless employee
26 is on a 4/10 schedule as designated in Section 4.7.
27

28 **Section 7.8.2.**

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 1st 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 Beginning with the summer of 2007, an employee may earn one (1) day of sick leave each
15 month for supplemental contract work performed in the months of July and August provided
16 said employee works a minimum of thirty (30) hours per month during July and August in a
17 District program. The sick leave earned will be added to the employee's accumulated sick
18 leave balance.
19

20 Should said employee become ill during these months, the employee will be allowed to draw
21 upon their sick leave balance, if any, to cover the period of illness.
22

23 The employee must report an absence as soon as known, and no later than one (1) hour prior to
24 that employee's starting time on the day of the absence, if possible. The employee must submit
25 an "Absence from Duty" form at the worksite within forty-eight (48) hours of returning to
26 work. A report of an absence for two (2) or more consecutive days will have attached to it a
27 written statement from a physician verifying the dates of the absence and releasing the
28 employee to return to work; provided, however, this will not restrict the District from verifying
29 the employee's ability to work in cases of potential or actual injury occurring while on the job.
30

31 **Section 7.10. Health Certificate.**

32 All employees in positions covered by this contract who fail to provide such health certificate as may
33 be required by State or local law or regulation, shall not be allowed to work under the terms of this
34 contract until said certificate is provided to the administrator of personnel. It shall be the responsibility
35 of the employee to meet and maintain qualifications under this section. The District, if at all possible,
36 will notify all employees in writing at least forty-five (45) days prior to the termination of any existing
37 health certificate, of the pending termination of said certificate, and the employee's inability to work
38 for the District without such a certificate.
39

40 **Section 7.11.**

41 Employees required to attend District meetings and/or training sessions will be compensated at their
42 regular hourly rate.
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1 **Section 7.12 Child Nutrition.**

2
3 **Section 7.12.1.**

4 Child Nutrition personnel are required to have a valid Washington State Food Handlers' card
5 and to post same in assigned work area consistent with regulation. It is the responsibility of the
6 employee to obtain and maintain the required card.
7

8 **Section 7.12.2.**

9 In order to set up stock and prepare for each school year, every school Child Nutrition kitchen
10 manager will work on the day the food is delivered prior to the school starting. School Child
11 Nutrition employees will be the only Auburn personnel assigned to account for food products
12 in the appropriate locations within their kitchens. Child Nutrition kitchen managers will
13 coordinate stocking of food in appropriate location within their assigned location.
14

15 **Section 7.12.3.**

16 Each school kitchen will be allotted a minimum of ten (10) additional hours to be used to
17 address start up considerations each school year. The additional time will be used during the
18 first four (4) day work week after Labor Day, and/or during the second full week of school, and
19 application of additional hours shall not result in overtime.
20

21 **Section 7.12.4**

22 Child Nutrition personnel shall be compensated at their regular hourly rate for time spent
23 attending workshops to obtain the SNA certificate.
24

25 School Nutrition Association/Washington School Nutrition Association (SNA/WSNA)
26 Certification Pay:
27

28 To become eligible for this certification pay, an employee must complete such school nutrition
29 association certification and provide the District with proper documentation of such school
30 nutrition association certification no later than November 1 annually. If the employee has
31 submitted his/her completed documents to SNA but has not yet received his/her official
32 certificate before November 1, the employee may submit copies of the documents sent to SNA,
33 including detail of SNA/WSNA credits, to the District no later than November 1 annually. The
34 increase in pay will become effective in their payroll following delivery to the District of
35 proper documentation of such certification. If the official certificate is not delivered to the
36 District on or before January 30, certification pay will be deducted from the employee's
37 February pay warrant.
38

39 **SNA/WSNA Stipend**

40	Level 1	\$250 Annually
41	Level 2	\$350 Annually
42	Level 3	\$450 Annually
43	Level 4	\$350 Annually

44
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48

1 **Section 7.12.5.**

2 The District will post any position that either, at one time, or due to cumulative additions of
3 time, results in an annual increase of more than thirty (30) minutes from the position's definite
4 and regular shift as of September 1, 2005. Annual, for the sake of this Agreement, is defined as
5 within any one (1) school year.

6
7 The District will consider the criteria of seniority in conjunction with the needs of the operation
8 when adding time, whether at one time or cumulatively, of thirty (30) minutes or less within
9 kitchen.

10
11 Existing Kitchen Managers, as of September 1, 2019, shall be grandfathered into their position.
12 Potential candidates for Kitchen Manager must take a basic nutrition class and a Serve Safe
13 Class.

14
15 **Section 7.12.6.**

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

19
20 **Section 7.12.7. Summer Food Service Program.**

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

24
25 **Section 7.12.8.**

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

30
31 **Section 7.12.9. Footwear.**

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

36
37 Employees may submit for reimbursement for one pair of shoes per year, up to the dollar limit.

38
39 **Section 7.13 Custodial.**

40
41 **Section 7.13.1. Training Custodians.**

42 The District must provide all newly hired custodians a training class of a minimum of twenty
43 (20) hours and up to thirty (30) hours within their first year of employment. District
44 Management is responsible to oversee this training in order to ensure consistent training. This
45 training is a prerequisite to applying for a promotion to a Custodian A or Head Custodian
46 position with the-District. Such employees will be granted release time if such training occurs
47 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.

Training Trust: The District and Union agree to join a Training Trust. This will apply to all employee that are hired on or after September 1, 2019. All employees hired before September 1, 2019 will be considered to have completed the appropriate training.

To be considered eligible for the position of Custodian A, an applicant must have completed one hundred and forty-four (144) hours of training 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 current employees will be eligible to use the training trust to pay for class tuition for additional training.

Section 7.13.2. Licenses, Salary Differential – Custodial.

Section 7.13.2.1.

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.

Section 7.13.2.2.

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

Section 7.13.2.3.

All secondary head custodians will receive fifty dollars (\$50.00) 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 7.13.3. 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 15th, must respond to the Custodian's request.

1 **Section 7.13.4. Footwear.**

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

8
9 **Section 7.13.5.**

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

12
13 **Section 7.13.6. Short Notice List.**

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

20
21 **Section 7.14 Paraeducators.**

22
23 **Section 7.14.1.**

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

26
27 This section applies to: Para II highly capable; Para III ELL, Reading/Math; Para IV; Resource
28 Room, Health Room, Para V Learning Center and Special Ed Paraeducators (SLC, Pathways,
29 One-to-One TAP and ECE).

30
31 **Section 7.14.2. Lesson Plans/Student Grades.**

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

34
35 **Section 7.14.3. Emergency Certificated Substitutes.**

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

1 **Section 7.14.4. Health Tech Paraeducator.**

2
3 **Section 7.14.4.1.**

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

- 5
6
 - Base hours for all schools (except West Auburn): 6.5 hours per day
 - School buildings with 4-6 special needs programs/classrooms will be eligible for thirty (30) minutes of additional time.
 - School buildings with 7+ special needs programs/classrooms will be eligible for one (1) hour of additional time.

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11

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

14
15 **Section 7.14.4.2.**

16 Beginning August 2019, health tech paraeducators work year will be increased as
17 follows:

18
19 Health Techs shall work the Monday through Thursday the last full week in August
20 before school starts.

21
22 **Section 7.14.4.3. Student Catheterization.**

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

27
28 Health Tech Para's shall be given first choice of assignment to catheterize. If a Health
29 Tech Para is willing to support the building in catheterizing, their rate of pay shall be
30 increased by \$1.00 per hour for all hours worked. If the Health Tech Para is not willing
31 to support, then the rate of pay increase shall be offered to the Para assigned to work
32 with the student, if willing.

33
34 **Section 7.14.5. Paraeducator Work Assignments.**

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

38
39 **Section 7.14.6. Culinary Arts Paraeducators.**

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

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

2 Paraeducators who are assigned as Culinary Arts Paraeducators shall be entitled to the same
3 Footwear reimbursement as Child Nutrition employees. In order to qualify for this
4 reimbursement, the following requirements must be met. The footwear must be slip resistant
5 with rubber soles. The shoes must have a closed toe and closed heel.
6

7 Employees shall be reimbursed up to seventy-five dollars (\$75.00) annually through the
8 Payment by Warrant request process, and receipts will be required. Employees may submit for
9 reimbursement for one pair of shoes per year, up to the dollar limit.
10

11 **Section 7.14.8. Paraeducator Standards Board (PESB).**

12 Should the State fund and require the paraeducator fundamental course of study, the District
13 and the Association will meet regarding this requirement and how the District will provide the
14 requisite associated training. A paraeducator shall be defined by WAC 179.
15

16 **Section 7.15 Grounds.**

17
18 **Section 7.15.1.**

19 Grounds employees who are involved in the application of pesticides as part of their assigned
20 duties and responsibilities must possess a valid Pesticide Operator's License. The District will
21 pay for Pesticide Operator's License and CDL License for employees who must maintain these
22 licenses in order to perform their job duties.
23

24 **Section 7.15.2. Grounds Training.**

25 The District will provide at no cost to the employees training in the following areas: confined
26 space, respirator usage, asbestos, lockout/tag out, fail safe and fork lift.
27

28 **Section 7.15.3.**

29 Tool replacement for lost or stolen tools owned by the employees will be replaced by the
30 District provided these are normal tools of the trade and have been registered with the
31 supervisor. Registration shall include purchase cost and purchase date. Once a tool is
32 registered it must remain on District property until released by the supervisor upon the request
33 of the employee.
34

35 **Section 7.15.4. Summer Work.**

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

45 Seniority will be utilized as a tie breaker when requesting a change in summer schedules.
46
47
48

1 **Section 7.15.5. Clothing.**

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

4
5 **Section 7.15.6. Footwear.**

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

11
12 **Section 7.15.7. 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 7.16 Maintenance/Trades.**

18
19 **Section 7.16.1. Licenses, Salary Differential.**

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

22
23 **Section 7.16.2. Trades Training.**

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

27
28 **Section 7.16.3.**

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

34
35 **Section 7.16.4. Summer Work.**

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

44
45 Seniority will be utilized as a tie breaker when requesting a change in summer schedules.

1 **Section 7.16.5 Clothing**

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

4
5 **Section 7.16.6. Footwear.**

6 Maintenance/Trades employees will be reimbursed up to one hundred and fifty dollars (\$150)
7 annually for work shoes (excluding tennis shoes). Employees may submit for reimbursement
8 for one pair of shoes per year, up to the dollar limit. Employees shall be reimbursed through
9 the 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 7.16.7. 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 7.17 Warehouse.**

18
19 **Section 7.17.1. Warehouse Training.**

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

23
24 **Section 7.17.2. Summer Work.**

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

33
34 Seniority will be utilized as a tie breaker when requesting a change in summer schedules.

35
36 **Section 7.17.3 Clothing.**

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

39
40 **Section 7.17.4. Footwear.**

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

1 **Section 7.17.5. Cell Phone Reimbursement.**

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

5
6 **Section 7.18. Family Engagement Liaisons.**

7
8 **Section 7.18.1.**

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

11
12 Additional flex time shall be allowed at the District's discretion.

13
14 **Section 7.18.2. Cell Phone Reimbursement.**

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

18
19
20
21 **ARTICLE V I I I**

22 **STAFF DEVELOPMENT AND TRAINING**

23
24
25 **Section 8.1.**

26 The District will provide each employee two (2) days of in-service training per year (days will be equal
27 to the number of hours in their normal shift). Employees shall be released from duties to attend such
28 training. Subjects and dates will be mutually discussed with final determination to be made by the
29 District.

30
31 The District and the Association will form an in-service committee to plan in-services. This committee
32 will include representation from each classification (Child Nutrition, Custodial, Paraeducators,
33 Grounds, Trades, Warehouse) and the PSEA Chapter President or Vice President.

34
35 **Section 8.1.1. Special Education Training.**

36 The District will provide Special Education (SLC, , Pathways, One-to-One, RR, TAP, and
37 ECE) Paraeducators with training on a Waiver Day, or one of their allotted in-service days, in
38 the following areas: general mobility training for physically handicapped children, general
39 discipline training, and general restraint training. On an as needed basis, the District will
40 provide individual training to any employee specifically assigned to feed a medically fragile
41 student and/or provide toileting to a handicapped student.

42
43 Special Education paraeducator, who do not have current certification, will be required to
44 register for Right Response training (14 hours) at their time of hire. Training shall be
45 completed at one of the next two offerings by the District. Recertification of this training (7
46 hours) must be completed annually before the expiration of the original certificate. Staff whose
47 certification lapses will not be compensated for the time required to become fully certified,
48 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.

Special Education Paraeducators and 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.

These paid trainings are not to be deducted from staff development in-service.

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.

Section 8.1.3. In-Service Training.

At the discretion of the District, two (2) paid in-service days may be used in place of existing in-service training days (allocated above in Section 8.1.) for programs for employees such as: WSNA/SNA, Para-educator conferences, educational technology conferences, and workshops. The in-service days shall be paid at the employee's regular hourly wages.

Section 8.1.4. Waiver Days.

In the event that the school district is not approved by the State Board of Education for Waiver Days, the District is not obligated to continue these training days, however, the former Waiver Days will revert to regular work days.

Training, as appropriate, will be provided on Waiver Days. Should employees choose not to participate in training on these Waiver Days, they will be allowed to work their regular work shift at their regular site, take leave without pay, and/or take appropriate leave.

Section 8.2. Allowance for Apprenticeship, Licenses and Certificates.

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

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

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

1 **Maintenance:**

2 Trades appropriate one dollar/hour (\$1.00) stipend (plumbing, electrical, carpentry, etc.) to be
3 paid monthly.
4

5 Payment shall commence the month following District receipt of notification that a certificate/license
6 /apprenticeship has been earned.
7

8 **Section 8.2.1. Tuition Reimbursement.**

9 The District agrees to reimburse each employee up to six hundred and fifty dollars (\$650) per
10 school year for tuition reimbursement for credit classes, clock hours, continuing education
11 units, or other credits applicable toward a degree, apprenticeship or job-related training for each
12 year of the agreement. The total annual cap for the bargaining unit will be seventy-five
13 thousand dollars (\$75,000).
14

15 Tuition monies may be carried over for up to one year, not to exceed a total of one thousand
16 three hundred dollars (\$1,300) to be used in one year.
17

18 Frontloaded Tuition Monies: An employee may complete the appropriate form from Human
19 Resources for one-half (1/2) of their tuition reimbursement monies to be frontloaded. The form
20 includes a provision whereby the employee must repay any portion of the front-loaded monies
21 if they do not satisfactorily complete their course work.
22
23
24

25 **ARTICLE IX**

26 **HOLIDAYS AND VACATIONS**

27
28
29 **Section 9.1. Holidays.**

30 All twelve (12) month employees shall receive the following paid holidays:
31

- | | |
|------------------------|-------------------------------|
| 32 1. New Year's Day | 7. Thanksgiving Day |
| 33 2. Presidents' Day | 8. Day after Thanksgiving |
| 34 3. Memorial Day | 9. Day before Christmas |
| 35 4. Independence Day | 10. Christmas Day |
| 36 5. Labor Day | 11. Day before New Year's Day |
| 37 6. Veterans Day | 12. Martin Luther King Day |
- 38

39 When any of the aforementioned holidays fall on Saturday, Sunday, or a day on which school is held,
40 an equivalent day will be given at the convenience of the District.
41
42
43
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48

1 **Section 9.1.1.**

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

- 3
- | | |
|-----------------------------|---------------------------------------------|
| 4 1. New Year's Day | 7. Christmas Day |
| 5 2. President's Day | 8. Labor Day (when employees are required |
| 6 3. Memorial Day | to report to their regular assignment prior |
| 7 4. Veterans' Day | to Labor Day) |
| 8 5. Thanksgiving Day | 9. Martin Luther King Day |
| 9 6. Day after Thanksgiving | 10. Day before Christmas |
- 10

11 To qualify for payment for a holiday the employee must work (or be on an authorized paid
12 leave) the last scheduled working day before the holiday and the first scheduled working day
13 after the holiday.

14

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

17

18 **Section 9.1.1.1. Thanksgiving Flex Time.**

19 Regularly employed part-time employees who are interested in being released upon
20 student dismissal the Wednesday before Thanksgiving may accumulate flex time as
21 stated below.

22

23 In the month of November, prior to Thanksgiving, employees will be allowed to flex the
24 difference of time between when students are released and the end of their regular work
25 shift assuming critical work tasks are completed.

26

27 **Section 9.1.2. Unworked Holidays.**

28 Eligible employees will receive pay equal to their normal work shift at their base rate in effect
29 at the time the holiday occurs. An employee who is on the active payroll on the holiday and
30 has worked the last assigned shift preceding the holiday and the first assigned shift succeeding
31 the holiday, will be eligible for pay for such unworked holiday.

32

33 **Section 9.1.3. Worked Holidays.**

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

39

40 **Section 9.1.4. Holidays during Vacation.**

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

43

44 **Section 9.2. Vacations.**

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

1 **Section 9.2.1.**

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

3

<u>Years of Service</u>	<u>Hours of Vacation Credit</u>
4 1 - 4	1 for each 24 hours worked not to exceed 80 hours per year
5 5 - 9	1 for each 18 hours worked not to exceed 120 hours per year
6 10- 19	1 for each 12 hours worked not to exceed 160 hours per year
7 20+	1 for each 10 hours worked not to exceed 160 hours per year

8

9

10 **Section 9.2.1.1.**

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

13

14 **Section 9.2.1.2.**

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

18

19 **Section 9.2.1.3.**

20 No employee with less than a twelve (12) month assignment may take time off during
21 the school year and have it credited against vacation accumulation.

22

23 **Section 9.2.1.4.**

24 Those employees who work less than their full annual assignment will receive vacation
25 credit according to the number of hours worked in the year.

26

27 **Section 9.2.2.**

28 Employees who work less than twelve (12) months per year and are paid on a contracted basis
29 will receive compensation for vacation on a month-to-month basis. Employees who work less
30 than twelve (12) months per year and are paid on an hourly basis will receive payment for
31 accrued vacation with their July paycheck. Any employee who is discharged or who terminates
32 employment shall receive payment for accrued vacation credit with his/her final paycheck.

33

34 **Section 9.2.2.1.**

35 When the school year continues beyond the June payroll warrant cut-off date,
36 employees who work less than twelve (12) months per year will be paid their accrued
37 vacation along with the days of school worked beyond the June payroll cut-off in the
38 July pay warrant.

39

40 **Section 9.2.2.2.**

41 When the school year continues beyond the June payroll warrant cut-off date,
42 employees will have any employee-paid insurance contributions taken out of their June
43 payroll warrant for June and July, and any employee-paid insurance contributions taken
44 out of their July payroll warrant for August.

45

46 **Section 9.2.3.**

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

1 **Section 9.2.4.**

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

4
5
6
7 **A R T I C L E X**

8
9 **LEAVES**

10
11 **Section 10.1. Sick Leave.**

12 Twelve (12) month employees will receive twelve (12) days sick leave annually. Ten (10) month
13 employees will receive ten (10) days sick leave annually. Employees hired after the start of the fiscal
14 year (September 1) will receive a pro-rata number of sick leave days commensurate with their twelve-
15 month or ten-month assignment. Employees shall receive their annual accumulation at the beginning
16 of the school year. If on the date of resignation or discharge an employee has used more sick leave
17 than earned, the unearned leave shall be deducted from the employee's final check. Sick leave may be
18 accumulated up to the number of days/shifts in the employee's assigned work year. Salary deduction
19 for absence in excess of the allowance will be based on the number of working hours and/or days.

20
21 The employee must report an absence as soon as known and no later than one (1) hour prior to that
22 employee's starting time on the day of the absence, if possible. The employee must enter their absence
23 in the current on-line system within forty-eight (48) hours of returning to work. A report of absence in
24 excess of five (5) consecutive days will have a written statement from a physician verifying the dates
25 of the absence and releasing the employee to return to work; provided, however, this will not restrict
26 the District from verifying employee ability to work in cases of potential or actual injury occurring
27 while on the job. Such verification will be submitted to the building administrator or designee prior to
28 reinstatement of the employee's pay status.

29
30 Illness or disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and
31 recovery there from are considered temporary disabilities and will be treated as any other personal
32 illness or disability. Within the first sixteen (16) weeks of pregnancy, the employee will provide the
33 District a statement from a licensed medical doctor authorizing the employee's continued service in the
34 position as assigned. Further, the employee will provide a statement from a licensed medical doctor
35 regarding any change of status or limitations.

36
37 **Section 10.1.1. Sick Leave and Attendance Incentive Program (RCW 28A.400.380.)**

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

40
41 In January any eligible employee may exercise an option to receive remuneration for sick leave
42 not used in the previous year at a rate equal to one day's monetary compensation of the
43 employee for each four (4) full days of unused sick leave as long as the employee has more
44 than sixty (60) days accrued sick leave.

45
46 At the time of separation from school district employment due to retirement or death, an
47 eligible employee or the employee's estate shall receive remuneration at a rate equal to one
48 day's current monetary compensation of the employee for each (4) days accrued sick leave.

Not more than 180 sick leave days shall be eligible for conversion. If the Association has a VEBA plan in effect, this remuneration shall be disbursed in accordance with the provision of this plan. Per IRS rules, the Association shall vote annually on VEBA participation.

Section 10.1.2. Family Illness Leave.

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

Section 10.1.3. Leave Sharing.

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

Section 10.2. Emergency Leave.

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

The employee must submit to the supervisor an "Absence from Duty" form within forty-eight (48) hours of the employee's return to work.

Section 10.3. Personal Leave.

Employees will be given three (3) days of paid personal leave annually. Employees may carry over up to two (2) days and employees may use up to five (5) days per year. Employees will be permitted to utilize their personal leave due to inclement weather. Personal leave will not be used to extend vacations or holiday periods. Such leave shall be pre-arranged and subject to the approval of the supervisor. Denial of personal leave may be appealed to the superintendent or designee.

Section 10.4. Bereavement Leave.

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

Bereavement leave for family and friends is allotted as follows:

- A. Spouse, domestic partner, son or daughter, father, mother, parent surrogate -- up to five (5) days;
- B Sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren or any other relative for whom the employee is the sole support; up to three (3) days.
- C. A relative not listed above, or a close personal friend: one (1) day of bereavement leave.

D. At the discretion of the superintendent, or designee, two (2) additional days of emergency leave may be granted for the purpose of accommodating extended travel. Emergency leave is deducted from your sick leave balance. Employees may also use personal leave or vacation, in conjunction with bereavement leave.

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

Section 10.5. Workers Comp.

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

Section 10.6. Legal Leave.

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

Section 10.7. Leave of Absence.

Upon approval of the Board of Directors, an employee may be granted a leave of absence due to extreme circumstances (e.g., extended illness or injury). Such leave will be for a single school year and will not include parts or portions of two (2) years.

Section 10.8. Family and Medical Leave.

As now or hereafter amended, the District will comply with State and Federal legislated family and medical leave provisions. Questions regarding the specifics of qualification for leave consideration should be addressed to the Human Resources Office.

Section 10.8.1. Federal Government Family and Medical Leave.

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

- A. The employee has worked one thousand two hundred and fifty (1,250) hours in the previous twelve (12) months. Work to include all hours compensated for work; e.g., in-service, training and overtime.
- B. Meet one of the following conditions.
 1. The birth of the employee's child (entitlement to the leave expires one year after the birth).
 2. Placement of a child under the age of eighteen (18) with an employee for adoption for foster care (entitlement to the leave expires one year after the adoption or foster care placement).

3. Care for a spouse, child, or parent of the employee who has a "serious health condition" (leave for a child over the age of seventeen (17) may be taken only if the child is incapable of self-care).
4. Because of a serious health condition that renders the employee unable to perform their job.
- C. Conditions applicable to the leave include the following:
 1. The employer is not required to pay the employee during the leave.
 2. Exemptions from this status may apply depending upon number of employees at a work site.
 3. The employer may require the employee to use accrued paid vacation leave, personal leave, or family leave.
 4. During leave the employer's portion of health plan coverage will continue. If the employee fails to return from leave, the employee shall reimburse the employer for such coverage if the failure to return was not due to illness of the employee or a family member.
 5. Unless there are unusual circumstances, the employee must request this leave thirty (30) days in advance of the commencement of the leave.
 6. Normally, the employee will return to the employee's previous position. An example of an exception would be a reduction in force.

Section 10.9.

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

Section 10.10. Attendance Incentive.

Section 10.10.1. Attendance Incentive Stipend(s) – 12 Month Employees.

All twelve (12) month employees who have perfect attendance in accordance with Article X, Sections 10.10.1.1. through 10.10.1.5. will receive the following stipend(s).

An employee must work a minimum of four (4) hours per day in a regular position to be eligible for this program. To be eligible for this stipend, the employee must be a current employee at the commencement and conclusion of the stipend period (however, employees who satisfy these requirements but the stipend(s) are delayed for administrative reasons shall be considered as current employees, e.g., employees who retire or resign and have completed their calendar year, or was laid off the previous year and recalled by October 31st of the next school year). The stipend(s) shall not be available to those employees whose separation of employment was for disciplinary or related reasons.

Section 10.10.1.1. Attendance Incentive Stipend for the Period from September 1 through February 28.

Any employee who is not absent from work for any time for sick leave, emergency leave, personal leave or any leave without pay, except for industrial injury, time off for legal action undertaken by the Workers Compensation Trust/Workers Compensation related illness absence, bereavement leave, jury duty, or paid administrative leave shall receive an award in accordance with the table below. Payment shall be made on the March pay warrant.

Section 10.10.1.2. Attendance Incentive Stipend for the Period from March 1 through August 31.

Any employee who is not absent from work for any time for sick leave, emergency leave, personal leave or any leave without pay, except for industrial injury, or time off for legal action undertaken by the Workers Compensation Trust/Workers Compensation related illness absence, bereavement leave, jury duty, or paid administrative leave shall receive an award in accordance with the table below. Payment shall be made on the September pay warrant.

Section 10.10.1.3.

If you have a regular twelve (12) month assignment that is 4-5.9 hours per day, and you have met the qualifications for the attendance stipend, you will receive a \$150.00 stipend for the first half of the work year, and \$150.00 for the second half of the work year.

Section 10.10.1.4.

If you have a regular twelve (12) month assignment that is 6-6.9 hours per day, and you have met the qualifications for the attendance stipend, you will receive a \$250.00 stipend for the first half of the work year, and \$250.00 for the second half of the work year.

Section 10.10.1.5.

If you have a regular twelve (12) month assignment that is 7-8 hours per day, and you have met the qualifications for the attendance stipend, you will receive a \$3350.00 stipend for the first half of the work year, and \$350.00 for the second half of the work year.

Section 10.10.2. Attendance Incentive Stipend(s) – Less than 12 Month Employees.

All less than twelve (12) month employees who have perfect attendance in accordance with Article X, Sections 10.10.2.1. through 10.10.2.4. will receive the following stipend(s).

An employee must work a minimum of four (4) hours per day in a regular position to be eligible for this program. To be eligible for this stipend, the employee must be a current employee at the commencement and conclusion of the stipend period (however, employees who satisfy these requirements but the stipend(s) are delayed for administrative reasons shall be considered as current employees, e.g., employees who retire or resign and have completed their calendar year, or was laid off the previous year and recalled by October 31st of the next school year). The stipend(s) shall not be available to those employees whose separation of employment was for disciplinary or related reasons.

Section 10.10.2.1. Annual Attendance Incentive Stipend.

Any employee who is not absent from work for any time for sick leave, emergency leave, personal leave or any leave without pay, except for industrial injury, time off for legal action undertaken by the Workers Compensation Trust/Workers Compensation related illness absence, bereavement leave, jury duty, or paid administrative leave shall receive an award in accordance with the table below. Payment shall be made on the July pay warrant.

1 **Section 10.10.2.2.**

2 If you have a regular less than twelve (12) month assignment that is 4-5.9 hours per day,
3 and you have met the qualifications for the attendance stipend, you will receive a
4 \$150.00 stipend for the work year as noted above in Section 10.10.2.1.

5
6 **Section 10.10.2.3.**

7 If you have a regular less than twelve (12) month assignment that is 6-6.9 hours per day,
8 and you have met the qualifications for the attendance stipend, you will receive a
9 \$250.00 stipend for the work year as noted above in Section 10.10.2.1.

10
11 **Section 10.10.2.4.**

12 If you have a regular less than twelve (12) month assignment that is 7-8 hours per day,
13 and you have met the qualifications for the attendance stipend, you will receive a
14 \$350.00 stipend for the work year, as noted above in Section 10.10.2.1.

15
16 **Section 10.11 Paid Family Medical Leave (PFML).**

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

19
20
21
22 **ARTICLE XI**

23
24 **SENIORITY**

25
26 **Section 11.0. Definitions.**

27 General Job Classification: Child Nutrition Services, Custodial, Paraeducators, Grounds, Laundry,
28 Trades and Warehouse.

29
30 Sub- Job Classification: A position that falls within the General Job Classification as noted above.

31
32 Specific Job Classification: Examples of Specific Job Classification includes: Head Custodian,
33 Custodian A, Trades Technician Lead: Painter/Glazer, Trades Technician: Painter/Glazer, Trades
34 Helper: Painter/Glazer, Library Para-Educator, ECE Para-educator, Culinary Arts Para-Educator, etc.

35
36 Sub-Job Classification Seniority: The date you moved to a new general job classification.

37
38 Hire Date: The date you were hired in the school district regardless of the general job classification
39 that you held.

40 Salary Schedule Placement: The salary schedule does not determine sub job classifications.

41
42 **Section 11.1.**

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

1 **Section 11.1.1.**

2 In the event that two (2) or more employees have the same hire date, seniority shall be
3 determined by the date of the earliest employment with the District. Should two (2) or more
4 employees still have the same hire date, seniority shall be decided by lot.

5
6 **Section 11.2.**

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

13
14 **Section 11.2.1.**

15 At the end of the probationary period, the employee will be subject to all rights and duties
16 contained in this Agreement retroactive to the hire date; provided, however, Sections 15.1. and
17 15.2. will not apply.

18
19 **Section 11.3.**

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

- 21
22 A. Resignation;
23 B. Discharge, unless reinstated;
24 C. Retirement;
25 D. Change in general job classification within the bargaining unit, as hereinafter provided; (e.g.,
26 para-educator moves to a child nutrition position or a custodian moves to a trades position, etc.)
27 or
28 E. Absences for any reason not included within the leave provisions of this Agreement.

29
30 **Section 11.4**

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

- 32
33 A. Time lost by reason of industrial accident, industrial illness.
34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
35 United States.
36 C. Time spent on authorized absences.

37
38 **Section 11.5.**

39 In addition, senior nutritionist employees whose hours drop below that amount necessary to receive a
40 benefit package shall be allowed to bump junior nutritionist employees holding similar job titles if
41 their work hours are reduced thirty (30) minutes or more per day.

42
43 **Section 11.6.**

44 The employee with the earliest hire date shall have preferential rights regarding shift selection and
45 vacation periods, subject to the approval of the supervisor. The employee with the earliest general job
46 classification hire date shall have preferential rights regarding promotions, assignments, or open jobs,
47 when ability and performance are equal with those of individuals junior to him/her. If the District
48 determines that seniority rights should not govern because a junior employee possesses ability and

1 performance greater than a senior employee(s), the District shall, at the request of the employee(s), set
2 forth in writing to the employee(s) its reasons why the senior employee(s) was bypassed, if the
3 employee(s) has applied for the position.

4
5 The bypassed employee(s) may request review of the District's bypass decision. Such request will be
6 in writing and received by the Superintendent or designee within five (5) workdays following the
7 senior employee's receipt of the statement of reasons for bypass.

8
9 An employee(s) who disagrees with the reasons for bypass shall use the following process to resolve
10 their concern: use AAA, expedited arbitration rules, no pre- or post-hearing briefs, loser pay, final and
11 binding decision. The three (3) most senior bypassed employees who want this review may be allowed
12 this process for any single bypass; their case would be heard simultaneously with all others.

13 14 **Section 11.7.**

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

18 19 **Section 11.8. Open Positions.**

20 21 **Section 11.8.1. Posting of Open Positions.**

22 The District shall make every reasonable effort to make available to the President or designee a
23 published notice of open positions (open position shall be defined herein as it is defined in
24 Section 10.1) within five (5) days of the posting. Should the open position require the use of a
25 substitute for an interim period, the interim period shall be no longer than fifteen (15)
26 workdays. Open positions shall be posted on the District's web site.

27 28 **Section 11.8.1.1.**

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

32 33 **Section 11.8.2. Applying for Open Positions.**

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

38 39 **Section 11.8.3. Interviews/Awarding Positions.**

40 41 **Section 11.8.3.1. Interview Granted.**

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

1 **Section 11.8.3.2.**

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

4
5 **Section 11.3.3.3. Reversion.**

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

8
9 **Section 11.9. Transfer Procedures.**

10 If an employee is interested in a lateral transfer, the employee must send a signed request to Human
11 Resources. Lateral means same sub-classification, hours, shift, and pay rate.

12
13 **Section 11.10. Lay-Off.**

14 Should the need for layoff occur, employees will be laid off in their specific job classification by
15 seniority. Prior to employees being laid off, the District and the Association President and the PSE
16 Field Representative will schedule a general layoff meeting with the parties affected. The District will
17 provide the rationale for the layoff and the parties will be advised of their rights.

18
19 Employees laid off as the result of reduction in force will be placed on a re-employment list according
20 to seniority and will have priority (as provided by Section 11.6.) in the filling of an opening in the
21 classification held at the time of layoff. This list shall be in effect from the date of layoff to one (1)
22 year later.

23
24 **Section 11.10.1.**

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

28
29 **Section 11.10.2.**

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

33
34 **Section 11.10.3.**

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

37
38 **Section 11.11. Transfers.**

39
40 **Section 11.11.1. Transfer Definition.**

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

42
43 **Section 11.11.2. Voluntary Transfer.**

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

Section 11.11.3. Involuntary Transfer.

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

Section 11.11.4. Notice of Transfer.

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

A R T I C L E X I I

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.

1 **Section 12.5.2.**

2 Nothing contained herein shall be construed to prevent the District from discharging an
3 employee for acts of misconduct occurring after the expiration of the school year.
4

5
6
7 **ARTICLE XIII**

8
9 **INSURANCE AND RETIREMENT**
10

11 **Section 13.1.**

12 The dollar amount to be applied per employee per full-time equivalency (FTE) toward mutually
13 approved basic insurance benefits consisting of choices of group dental, group vision, and medical will
14 be the amount of money legislatively appropriated and received by the District for employee basic
15 insurance benefits. The Health Care Authority (HCA) will be paid for by the District for each
16 qualifying employee covered by this Agreement for each year of the Agreement on an FTE basis.
17 (For informational purposes only: for 2015-2016 the dollar amount is \$768.00 per month per full-time
18 equivalent employee and the Health Care Authority (HCA) figure is \$69.38).
19

20 Beginning September 1, 2015, each employee will receive insurance premium assistance from the
21 District at the rate of \$66 for each month (September to August) per FTE (1 FTE = 8 hours) covered by
22 the term of the Agreement.
23

24 Employees may sign up for mutually approved optional insurance benefits such as salary insurance but
25 the premiums shall be by payroll deduction unless otherwise agreed to by the Association and the
26 District.
27

28 The parties mutually agree to add insurance coverage for domestic partners. Additionally, the parties
29 will use the State of Washington's definition of domestic partners to determine eligibility.
30

31 **Insurance Committee:** The District will chair an employee insurance committee that will meet at
32 least three (3) times per year. There shall be a representative from the Auburn PSE/PSEA bargaining
33 group and District representation for the sole purpose of meeting to review and recommend insurance
34 plan documents with the assistance of the District insurance broker.
35

36 **Section 13.1.1.**

37 For purposes of this section, full-time-equivalency (FTE) is that number denoting full-time
38 assignment as defined in statute and regulations as now or hereinafter amended. Currently, that
39 definition is that full time equivalency is determined as all hours compensated (except for
40 overtime) divided by one thousand four hundred forty (1,440).
41

42 **Section 13.1.2.**

43 New employees desiring coverage must enroll in the insurance programs within fifteen (15)
44 days of their orientation date. Regular employees shall have the option, consistent with the
45 requirements of provider contracts, to change or enroll in insurance programs during the open
46 enrollment period specified by the District (normally the month of September through the
47 second Friday of October of each year).
48

1 **Section 13.1.3.**

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

4
5 **Section 13.2.**

6 Deductions for premiums for employees working less than twelve (12) months will be made from the
7 employee's June 30 paycheck to cover premiums for June, July, and August; unless such an employee
8 qualifies for a 12 month pay period.

9
10 **Section 13.3. Medical Expense Reimbursement Plan.**

11 If and when rules and regulations regarding a medical expense reimbursement plan are clearly
12 understood, the parties will meet to discuss the possibility of setting up such a plan.

13
14 **Section 13.4.**

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

18
19 **Section 13.5. Classified Employees Death Benefit.**

20 A one hundred fifty thousand-dollar (\$150,000) death benefit shall be paid as a sundry claim to the
21 common school system employee's estate who is killed in the course of employment. The
22 determination for eligibility for the benefit shall be consistent with Title 51 RCW by the Department of
23 Labor and Industries. The Department of Labor and Industries shall notify the Director of the
24 Department of General Administration (if an employee's estate is determined to be eligible for payment
25 under this section) by order under RCW 51.32.050., as now, or as hereafter amended.

26
27
28
29 **A R T I C L E X I V**

30 **A S S O C I A T I O N M E M B E R S H I P**

31
32
33 **Section 14.1. Membership.**

34 The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is
35 the shared interest in providing the best services to the public. Therefore. It is the expectation of both
36 PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of
37 union membership and respect all employees' decisions to join and maintain membership in their
38 exclusive professional advocacy organization PSE/SIEIU 1948 pursuant to RCW 41.56.140. All
39 bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU
40 1948 upon employment with the District in a bargaining unit.

41
42 **Section 14.2. Member Rescission.**

43 Union members requesting to rescind membership and membership rights in their exclusive
44 professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following
45 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing
46 such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-
47 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 a list of current addresses and telephone numbers
28 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.
48

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
15

16 **Section 15.1.**

17 Grievance is defined as a claim by an employee that a misinterpretation, misapplication, or violation of
18 this Agreement has personally and adversely affected the employee(s). All other matters by this
19 reference are specifically excluded from action under this section. Grievances arising between the
20 District and the employee(s) will be resolved in strict compliance with this Article. In arriving at any
21 disposition or settlement, neither party will have the authority to alter the Agreement.
22

23 **Section 15.2.**

24 Grievance claims will be processed as rapidly as possible. The number of days indicated at each step
25 will be considered as maximum and every effort will be made to expedite the process. Time limits
26 under unusual circumstances may be extended by mutual consent. Failure of the employee(s) to
27 proceed with the grievance within time limits provided will result in dismissal of the grievance.
28 Failure of the District to take required action within time limits provided will entitle the Association to
29 move to the next step in the grievance procedure.
30

31 **Step 1.** An employee(s) with a grievance claim will discuss such claim first with the immediate
32 supervisor within thirty (30) calendar days of the occurrence of the incident giving rise to the
33 grievance. The employee(s) may be accompanied by a representative of his/her choice at Steps 1
34 through 4 of the grievance process. Every effort will be made to resolve the grievance claim at this
35 level in an informal manner.
36

37 **Step 2.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee must submit
38 to the immediate supervisor within ten (10) workdays a written statement of the grievance containing
39 the following:
40

- 41 A. The facts on which the grievance claim is based; the alleged violation(s) which has personally
42 and adversely affected the employee(s).
43 B. The remedy sought.
44

45 The employee(s) will submit the written statement of grievance, which will be controlling throughout
46 the resolution of the grievance and will be modified only by mutual consent.
47
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 receiving the written
3 statement of the grievance.

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

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

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

33 34 35 36 **ARTICLE XVI**

37 38 **SALARIES AND EMPLOYEE COMPENSATION**

39 40 **Section 16.1.**

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

43 44 **Section 16.2.**

45 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
46 Schedule A for each year of the agreement and are attached hereto and by this reference incorporated
47 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. This section does not pertain to seniority rights or to unused vacation time from previous employments.

Section 16.10.

Salary Schedule A for 2019 – 2020 = 5% (includes IPD), except all Grounds and Warehouse 7% (includes IPD); Family Liaison additional 25 cents; make 2% differential between all steps, eliminate longevity (current longevity becomes regular steps); Special Education para's moved to Level V (except Resource Room); Health Tech para's moved to Level IV.

Salary Schedule A for 2020 – 2021 = 2% or IPD whichever is greater; beginning at Step 4 increase step differential between Steps 4,5,6,7 and 8 to 3%.

Salary Schedule A for 2021 – 2022 = IPD; beginning at Step 6, increase step differential between Steps 6,7, and 8 to 3.5%.

1 **Section 16.11. Education Recognition**

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

- 4 • 150 clock hours/15 credits = .25 per hour
 - 5 • 350 clock hours/35 credits = .50 per hour
 - 6 • 450 clock hours/45 credits = .75 per hour
- 7 (10 clock hours = 1 credit)
- 8 BA degree = \$1.00 per hour
- 9

10 Courses must be job related and will be approved through the Human Resources Department. Wage
11 increases will begin with the start of the following year (September 1) after hours have been earned
12 and submitted to Human Resources.

13

- 14 • Employees enrolled in the Apprenticeship Program are not eligible to participate in this program.
- 15

16 **Section 16.12.**

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

20

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

24

25
26
27 **ARTICLE XVII**

28
29 **CERTIFICATION AND SAFETY**

30

31 **Section 17.1.**

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

36

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

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

44

45 **Section 17.1.2.**

46 An employee who sustains loss or damage to their personal property arising from and/or in the
47 scope of employment may apply, in a timely manner, for reimbursement of the cost of repair or
48 replacement. Request for reimbursement will be made by a letter addressed to the business

office, attention to the Executive Director of Business. The letter will include a full statement describing and listing all damages incurred; and noting the date, hour and witnesses. The letter requesting reimbursement will be forwarded to the business office through the building administrator. If, upon determination by the District and/or their Agent of Record, the employee is deemed negligent in all or part for the damage to their personal property, the reimbursement might be decreased or denied. Reimbursement shall be in the amount authorized by the District insurance provider or Deputy Superintendent of Business.

Section 17.2.

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

Section 17.3. Employee Safety.

Behavior intervention plans are intended to support students to help students learn appropriate behaviors so they may participate fully in their education. The District shall continue to minimize the 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.

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ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be retroactive from September 1, 2019 to August 31, 2022.

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. The HCA (Health Care Carve Out) will not be reopened.

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.

Section 18.5.

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

Section 18.6.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision will be renegotiated pursuant to Section 18.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

FOR PUBLIC SCHOOL EMPLOYEES
OF AUBURN - PSEA

BY: _____
Pamela Stevenson, Chapter President

DATE: _____

FOR AUBURN SCHOOL DISTRICT #408

BY: _____
Ryan Van Quill, School Board President

BY: _____
Chris Callahan, Executive Director, HR

DATE: _____

Schedule A
Auburn PSEA
September 1, 2019 – August 31, 2020

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		1-2 Years	3-5 Years	6-9 Years	10-13 Years	14-17 Years	18-19 Years	20-24 Years	25+ Years
	CHILD NUTRITION								
	High School Kitchen Manager	\$22.61	\$23.06	\$23.51	\$23.96	\$24.42	\$24.87	\$25.32	\$25.77
	Middle School Kitchen Manager	\$22.10	\$22.54	\$22.99	\$23.43	\$23.87	\$24.31	\$24.75	\$25.20
	Elementary School Kitchen Manager	\$21.83	\$22.27	\$22.70	\$23.14	\$23.58	\$24.01	\$24.45	\$24.89
	Assistant Cook	\$18.27	\$18.64	\$19.00	\$19.37	\$19.73	\$20.10	\$20.46	\$20.83
	Assistant Cook – Floater	\$18.27	\$18.64	\$19.00	\$19.37	\$19.73	\$20.10	\$20.46	\$20.83
	CUSTODIAL								
	Head Custodian, High School	\$26.52	\$27.05	\$27.58	\$28.11	\$28.64	\$29.18	\$29.71	\$30.24
	Head Custodian, Middle School	\$25.94	\$26.45	\$26.97	\$27.49	\$28.01	\$28.53	\$29.05	\$29.57
	Head Custodian, Elementary	\$24.27	\$24.75	\$25.24	\$25.72	\$26.21	\$26.69	\$27.18	\$27.66
	Custodian A	\$22.62	\$23.07	\$23.52	\$23.97	\$24.43	\$24.88	\$25.33	\$25.78
	Custodian B	\$20.98	\$21.40	\$21.82	\$22.24	\$22.66	\$23.08	\$23.50	\$23.92
	PARA-EDUCATORS								
	Para-Educator I	\$18.51	\$18.88	\$19.25	\$19.62	\$19.99	\$20.36	\$20.73	\$21.10
	Para-Educator II	\$19.28	\$19.66	\$20.05	\$20.43	\$20.82	\$21.21	\$21.59	\$21.98
	Para-Educator III	\$20.10	\$20.50	\$20.90	\$21.30	\$21.70	\$22.11	\$22.51	\$22.91
	Para-Educator IV	\$20.51	\$20.92	\$21.33	\$21.74	\$22.15	\$22.56	\$22.97	\$23.38
	Para-Educator V	\$20.90	\$21.31	\$21.73	\$22.15	\$22.57	\$22.98	\$23.40	\$23.82
	TRADES								
	Lead Grounds Technician	\$32.25	\$32.89	\$33.54	\$34.18	\$34.83	\$35.47	\$36.12	\$36.76
	Grounds Technician	\$29.23	\$29.82	\$30.40	\$30.99	\$31.57	\$32.16	\$32.74	\$33.32
	Grounds Person	\$26.71	\$27.24	\$27.78	\$28.31	\$28.84	\$29.38	\$29.91	\$30.45
	Trades Lead	\$33.71	\$34.38	\$35.05	\$35.73	\$36.40	\$37.08	\$37.75	\$38.42
	Trades Technician	\$31.00	\$31.62	\$32.24	\$32.86	\$33.48	\$34.10	\$34.72	\$35.34
	Trades Helper	\$23.26	\$23.72	\$24.19	\$24.65	\$25.12	\$25.58	\$26.05	\$26.51
	Mechanical Systems Technician Lead	\$33.71	\$34.38	\$35.05	\$35.73	\$36.40	\$37.08	\$37.75	\$38.42
	Mechanical Systems Technician	\$31.00	\$31.62	\$32.24	\$32.86	\$33.48	\$34.10	\$34.72	\$35.34
	Trades Person	\$27.72	\$28.27	\$28.83	\$29.38	\$29.94	\$30.49	\$31.05	\$31.60
	WAREHOUSE								
	Warehouse Lead	\$30.75	\$31.37	\$31.98	\$32.60	\$33.21	\$33.83	\$34.44	\$35.06
	Warehouse Technician	\$27.81	\$28.37	\$28.92	\$29.48	\$30.03	\$30.59	\$31.15	\$31.70
	Laundry	\$20.12	\$20.52	\$20.92	\$21.32	\$21.73	\$22.13	\$22.53	\$22.93
	FAMILY ENGAGEMENT LIAISONS								
		\$20.63	\$21.04	\$21.46	\$21.87	\$22.28	\$22.69	\$23.11	\$23.52

Notes pertaining to Schedule A are on the next page.

Schedule A
Auburn PSEA
September 1, 2019 – August 31, 2020

NOTES: Schedule A

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

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

2. Paraeducators I: Basic Skills, Class Size, Music, Path, Playground, Physical Education, Study Hall.

3. Paraeducators II: Day Care, Gifted, Horticulture, Building, Elementary and Secondary Library, Print Room, Jewelry, American Sign Language.

4. Paraeducators III: Computer Lab, ELL, Culinary Arts, VRI/DO, Reading/Math, Visual Communications, Construction/Manufacturing, Bridges, Marketing, Metals Shop, and CISA.

5. Paraeducators IV: Resource Room Paraeducators and Health Room.

6. Para-Educator V: Auto Shop attendant, Learning Center attendant, Native American attendant, Special Education (SLC, Pathways, One-to-One, ECE, TAP and Floater).

7. Salary and step increases shall be distributed at the beginning of each school year to all employees as authorized and funded.

8. Custodian A will be in charge when Head Custodian is absent; pay will be determined by Section 7.6.

9. The employee(s) in all classifications except: Class-size paraeducators and any position which is less than three and one-half (3-1/2) hours per day will receive their compensation on a twelve (12) month pro-rata payroll warrant basis.

10. Lead positions: Employees who hold lead positions, with district-wide responsibilities, and oversee seven (7) or more employees will receive a \$75.00 per month stipend.

Employees who hold lead positions, with district-wide responsibilities, and oversee five (5) or six (6) employees will receive a \$50.00 per month stipend.

11. Child Nutrition Managers will receive a stipend of \$50.00 per month (\$500 annually) for ten months when they have three (3) or more Child Nutrition Programs.

12. High School Head Custodians stipend will be \$75.00 per month.

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 change 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?

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT NO. 408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to amend Schedule A, Note 8 as follows:

Custodian A will be in charge when the Head Custodian is absent; pay will be determined by Section 7.6. **In the event the Custodian A declines to fill in for the Head Custodian, the Custodian B will be in charge; pay will be determined by Section 7.6 and the award of the assignment shall be by seniority.**

This agreement is effective upon signing.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF AUBURN – PSEA

AUBURN SCHOOL DISTRICT #408

BY: _____
Kal Gallion, Chapter President

BY: _____
Chris Callaham
Executive Director, Human Resources

DATE: _____

DATE: _____

1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU 1948, AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT
6 NO. 408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.9
7 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

8
9
10 The parties agree to amend Section 16.9 as follows:

11 Section 16.9. Transfer of Previous Education Experience.

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

14
15 Employees shall be given credit, upon verification of employment, for years of service in
16 similar occupations at Washington State colleges, universities and vocational technical
17 institutions regulated by RCW 41.56.

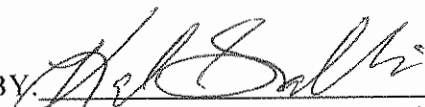
18
19 Unless provided for in law, seniority rights or unused vacation time from previous
20 employments shall not be considered.

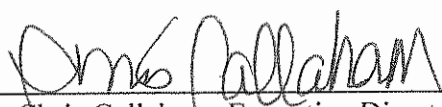
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23 This Memorandum of Understanding shall become effective upon signature of all parties, shall remain
24 in effect until August 31, 2022, and shall be attached to the current collective bargaining agreement.

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30 PUBLIC SCHOOL EMPLOYEES
31 OF WASHINGTON/SEIU LOCAL 1948

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33 PUBLIC SCHOOL EMPLOYEES
34 OF AUBURN – PSEA #701

AUBURN SCHOOL DISTRICT #408

35
36
37 BY: 
38 Kal Gallion, Chapter President

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40
41 BY: 
42 Chris Callahan, Executive Director
43 of Human Resources

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DATE: 11/8/19

DATE: 11/8/19

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT #408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following amendments and additions to the Collective Bargaining Agreement.

Amend Section 1.4 as follows:

Section 1.4.

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

Amend Section 7.8 as follows:

Section 7.8. Overtime.

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

Add a new Section 7.19 as follows:

Section 7.19. ECEAP

Section 7.19.1. Family Support Summer Hours

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

Section 7.19.2. Flex Time

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

1. Flex Time is normally to be taken during the same work week or pay period. If it is not practical for the employee to use Flex Time in the same week [an obligation on Friday as an example], the employee may use Flex Time the following week.
2. Flex Time is earned at 1.0 times the number of the minutes/hours worked over the usual workday and shall not result in an overtime or compensatory time obligation.
3. All Flex Time hours shall be accurately accounted by the District/Supervisor in the manner determined by the District.
4. A form for this purpose will be mutually developed by the District and the Association.

Amend Section 8.1 as follows:

Section 8.1.

The District will provide each employee two (2) days of in-service training per year (days will be equal to the number of hours in their normal shift). Employees shall be released from duties to attend such training. Subjects and dates will be mutually discussed with final determination to be made by the District.

The District and the Association will form an in-service committee to plan in-services. This committee will include representation from each classification (Child Nutrition, Custodial, Paraeducators, Grounds, Trades, Warehouse, **and Family Engagement Liaisons**) and the PSEA Chapter President or Vice President.

Amend Section 11.0 as follows:

Section 11.0. Definitions.

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

Sub- Job Classification: A position that falls within the General Job Classification as noted above.

Specific Job Classification: 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.

Sub-Job Classification Seniority: The date you moved to a new general job classification.

Hire Date: The date you were hired in the school district regardless of the general job classification that you held.

Salary Schedule Placement: The salary schedule does not determine sub job classifications.

Replace Section 16.11 with the Education Recognition MOU language dated August 21, 2019 including additional new language indicated in "bold":

Section 16.11. Education Recognition

For clock hours and credits earned after date of hire or after September 1, 2013, whichever is later, employees will be eligible to earn an increase in their hourly wage. Increases would occur as follows:

- 150 clock hours/15 credits = .25 per hour
 - 350 clock hours/35 credits = .50 per hour
 - 450 clock hours/45 credits = .75 per hour
- (10 clock hours = 1 credit)

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

Employees enrolled in the Apprenticeship Program are not eligible to participate in the above program.

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

Wages

For the 2020-21 school year all ECEAP employees will receive 1.6% increase (IPD) retroactive to September 1, 2020. The parties agree to a wage reopener for the 2021-22 school year. The parties will meet by March of 2021 to begin wage discussions.

This Letter of Agreement is valid upon signature and will remain in effect through August 31, 2022; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF AUBURN - PSEA

BY: Kal Gallion
Kal Gallion, Chapter President

AUBURN SCHOOL DISTRICT #408

BY: Chris Callahan
Chris Callahan, Executive Director of Human
Resources

DATE: 10/06/2020

DATE: 10/02/2020

1 LETTER OF AGREEMENT

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3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL
5 1948 AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT #408. THIS
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The parties agree:

10
11 Section 10.7.

12 Upon approval of the Board of Directors, an employee may be granted a leave of absence for
13 extreme personal medical circumstances, or a student teaching experience. An employee can
14 only be granted one leave during a part or portion of a single school year and will not include
15 parts or portions of any two (2) school years. At the conclusion of the leave, the employee shall
16 return to their assignment. The decision to grant or deny the leave by the district shall be final
17 and not subject to a grievance, unless the decision is made for arbitrary or capricious reasons.
18

19 Section 10.7.1.

20 The employee will retain vested vacation and seniority while on leave of absence. The
21 employee may retain up to 5 days of sick leave. However, no benefits or leaves will
22 accrue while the employee is on leave of absence.
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31 PUBLIC SCHOOL EMPLOYEES
32 OF WASHINGTON/SEIU Local 1948
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34 PUBLIC SCHOOL EMPLOYEES
35 OF AUBURN - PSEA #701
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37 BY: Kal Gallion
38 Kal Gallion, Chapter President
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AUBURN SCHOOL DISTRICT #408

37 BY: Chris Callaham
38 Chris Callaham
39 Executive Director of Human Resources
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43 DATE: 3/5/2020
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45

DATE: 3/5/2020



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT NO. 408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that the below section shall be amended for clarification and to reflect the current practice of the district and the original intent of the language as follows:

Section 16.11. Education Recognition

For clock hours and credits earned **after date of hire or** after September 1, 2013, **whichever is later**, employees will be eligible to earn an increase in their hourly wage. Increases would occur as follows:

- 150 clock hours/15 credits = .25 per hour
 - 350 clock hours/35 credits = .50 per hour
 - 450 clock hours/45 credits = .75 per hour
- (10 clock hours = 1 credit)

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

Employees enrolled in the Apprenticeship Program are not eligible to participate in **the above** program.

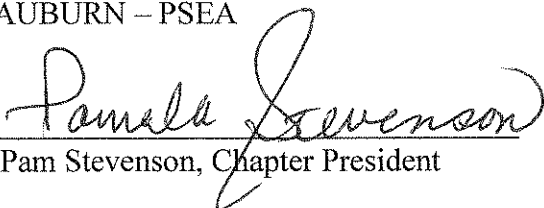
Employees who possess either a BA degree or have completed the Apprenticeship Program are eligible to receive an increase in their hourly wage of \$1.00.

This Memorandum of Understanding shall become effective upon signature of all parties, shall remain in effect until August 31, 2022, and shall be attached to the current collective bargaining agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF AUBURN – PSEA

BY:


Pam Stevenson, Chapter President

AUBURN SCHOOL DISTRICT #408

BY:


Chris Callaham, Executive Director
of Human Resources

DATE:

8/21/19

DATE:

8/21/19

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT NO. 408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to amend Schedule A, Note 8 as follows:

Custodian A will be in charge when the Head Custodian is absent; pay will be determined by Section 7.6. **In the event the Custodian A declines to fill in for the Head Custodian, the Custodian B will be in charge; pay will be determined by Section 7.6 and the award of the assignment shall be by seniority.**

This agreement is effective upon signing.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF AUBURN – PSEA

BY: 

Kal Gallion, Chapter President

BY: 

Chris Callahan

Executive Director, Human Resources

DATE: 1/7/2020

DATE: 1/7/2020