COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF AUBURN (PSEA)

AND

AUBURN SCHOOL DISTRICT #408

SEPTEMBER 1, 2015 - AUGUST 31, 2018
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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).
Section 1.3.
The District will provide the Association with job descriptions and such amendments, changes, and additions to job descriptions within the bargaining unit as they may from time to time occur. Creation of new positions, subject to Section 1.4., shall require reopening of this Agreement pursuant to Article XVII, Section 17.3., for salaries only.

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, and Warehouse (includes Laundry). Nothing within this Agreement pertains to employees not employed on a regular basis.

Section 1.5. Substitute Employee.
A substitute employee is an employee who fills in for a regular employee who is temporarily unavailable due to illness, injury, or some other authorized leave status. A substitute employee always works in a position that belongs to another bargaining unit employee. Substitute employees shall be paid according to the District’s “Miscellaneous Salary Schedule”, but shall have no other rights.

Section 1.6. Temporary Employee.
A temporary employee is an employee who works in a non-permanent position that does not belong to a permanent employee. Temporary employees shall be paid at the District’s “Miscellaneous Salary Schedule”. A temporary job assignment or position shall not exceed seventy five (75) calendar days. If the temporary job assignment exceeds the seventy five (75) calendar day limit, the job will be posted and filled with a permanent employee.

Section 1.7.
A permanent employee moved into a substitute or temporary status, due to a transfer, shall be paid at their regular rate of pay or the first step of the position held, whichever is greater.

Section 1.8.
The use of student employees or volunteers shall not displace laid off (or RIF’d) bargaining unit employees.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the statutory, customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Without in any way limiting the generality of the foregoing, this will include rights in accordance with applicable laws and regulations and the provisions of this Agreement to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District will retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation
is conducted. Where feasible, the District will not assign or permit any other bargaining unit work to
be given to non-bargaining unit employees, or volunteers.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the
District. In making such rules and regulations, the District shall give due regard to the rights of the
employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the unit defined herein will have and will be protected in the exercise
of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The
freedom of such employees to assist the Association will be recognized as extending to participation in
the management of the Association, including presentation of the views of the Association to the Board
of Directors of the District or any other governmental body, group or individual. The District will take
whatever action required or refrain from such action in order to assure employees that no interference,
restraint, coercion, or discrimination is allowed within the District to encourage or discourage
membership in any employee organization.

Section 3.2.
Each employee will have the right to bring matters of personal concern to the attention of appropriate
Association representatives and/or appropriate officials of the District.

Section 3.3. Discrimination.
Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
this Agreement on the basis of race, creed, color, sex, national origin, age, marital status or because of
the presence of any sensory, mental or physical handicap with respect to a position, the duties of which
may be performed efficiently by an individual without danger to the health or safety of the
handicapped person or others, or in their exercise of their rights under Chapter 41.56 RCW, Public
Employees' Collective Bargaining Act. Provided, however, should any provision of this Agreement be
in conflict with or inconsistent with the District affirmative action program, such provision shall be
renegotiated pursuant to Section 17.3.

Section 3.4. Affirmative Action.
The Association agrees with and supports the concept of affirmative action. Therefore, the parties
mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or
inconsistent with the District's affirmative action program.

Section 3.5. Disability Accommodation.
The Association agrees with and supports the concept of accommodation obligations under the
provisions of the Americans with Disabilities Act; therefore, the parties mutually agree to use their best
efforts to ensure that this agreement will not be in conflict with or inconsistent with the District's and
Association’s responsibilities to accommodation obligations under the provisions of the Americans with Disabilities Act.

**Section 3.6. Personnel Files.**
Employees shall, upon request, have the right to inspect the contents of their personnel file. The personnel file will be maintained in the District Human Resource Office and will be available for inspection at that location by the affected employee in the presence of a representative of the Human Resource Office. Upon request, a copy, at employee expense, of any documents contained in the personnel file shall be afforded the employee. An employee will be notified, in writing of the entry of any derogatory information into the employee's personnel file within twenty (20) work days of such entry. The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information. No such information may be used against an employee in disciplinary action without the employee’s knowledge and opportunity to attach comments. Employees, at their discretion, may add materials which they deem appropriate. The District shall work cooperatively with the PSE representative when an aggrieved employee wishes the representative to have access to the employee’s file.

**Section 3.7. Annual Performance Evaluation.**
Each employee shall be evaluated annually in a timely fashion (one week before the end of the employee’s contracted work year.) Should an employee be asked to return to receive their evaluation, the employee shall receive the return to work pay described in Section 7.8.4.

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

**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.

2015-2018 Collective Bargaining Agreement
Auburn PSEA/Auburn School District #408
September 1, 2015
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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.

Section 4.4.
An employee in conference with the supervisor and/or designee may inspect the employee's hours of work records in order to ensure compliance with the provisions of this Agreement. An Association representative may be present at the employee's request, and/or the Association Field Representative may review personnel files as the exclusive bargaining representative.

Section 4.5.
Representatives of the Association will have access to the District premises, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

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

Section 4.7. Work Year Calendar.
The District will meet with the Association to receive Association input regarding the work year calendar by February 15 of each year. No later than the 2016/17 employee work year, the District shall provide each bargaining unit member a work year calendar at the beginning of the work year. Learning Center attendants will work a 4/10 schedule due to program need. An employee working a 4/10 schedule will not earn overtime until ten (10) hours and one minute per day and over forty (40) hours per week when assigned to a 4/10 schedule.
ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are matters with respect to wages, hours, benefits, and working conditions of employees subject to this Agreement.

Section 5.2.
It is further agreed and understood that the District will inform the Association, and meet with the Association at a reasonable time and place for discussions regarding substantive changes in wages, hours, benefits, and working conditions.

Section 5.3.
Any settlements of full contract openers or limited contract openers reached in meetings between the representatives of the Association and the representatives of the board will be reduced to a tentative written agreement and placed upon the agenda of the first available board meeting for ratification following ratification by the Association (PSEA) retroactive to the first day of the new agreement.

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.

Section 7.2. Regular Work Shift.
Each employee shall be assigned to a definite and regular shift and work week, which shall not be changed without prior written notice to the employee of thirty (30) calendar days; provided, however, this notice may be waived by the employee.

Section 7.2.1. Work Shift Change.
An employee whose regular and definite shift and/or work week is changed outside an emergency shall be paid a $600.00 stipend in one lump sum on their first payroll warrant following the change in shift. Seniority will be a criteria that management considers.

This stipend will be an annual stipend until such time that said employee returns to their regular and definite shift and/or work week for which they were hired.

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

Section 7.2.2. Custodial Work/Non-Student Work Day Shift Change Request.
Custodians requesting a shift change will not be eligible for the stipend in 7.2.1., shown above.

Section 7.2.3 Emergency Situations.
Employees may be requested by their supervisor to temporarily change a shift or work week due to a potential major disaster without prior notice to the employee.

An emergency cannot extend beyond twenty (20) consecutive days without review by a designee of the Superintendent’s cabinet with a written response to PSEA (President and Field Representative) within five (5) days.
Section 7.2.4. Custodial and Maintenance Shifts Day before Thanksgiving.
On the day before Thanksgiving, 2nd shift custodial and maintenance employees shall be allowed to start their shifts one-half hour after student dismissal; 3rd shift employees shall be allowed to start their shifts no later than 6:00 pm; provided all building activities have custodial coverage if needed.

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

Section 7.3.1. District Designated Multiple Work Locations.
Employees assigned to more than one location shall be paid for the mileage driven between locations. Travel time will not occur during their paid break(s) or lunch time. This sub-section applies to all bargaining unit positions.

Section 7.3.2. First Shift.
The first shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practical, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical.

Section 7.3.3. Second Shift.
The second shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practical, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical.

Section 7.3.4. Third Shift.
The third shift shall consist of eight and one-half (8-1/2) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practical, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical.

Section 7.3.4.1.
Third shift personnel will receive an additional twenty-five ($0.25) per hour of compensation.

Section 7.4.
In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, see Rest and Meal Breaks table below. If there are 30 minutes or less between assignments and the time worked of such assignments is 4 hours or more, the employee shall receive a paid 15 minute rest period provided however, determinations regarding break periods and assignments will be made by the Human Resources office.
Rest and Meal Breaks.
Less than 4 continuous hours worked - No rest period
4.0 to 4.75 continuous hours worked – 1 rest break
5.0 to 7.75 continuous hours worked – 1 rest break, 1 meal break
8 continuous hours worked – 2 rest breaks, 1 meal break

Section 7.5.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

Section 7.6.
If a bargaining unit employee fills in for a higher classification employee they shall receive the higher rate of pay starting with the first day of working in the higher classification position. Such change does not affect the vacation allotment.

Section 7.7.
In the event of cancellation of work assignment, the District will endeavor to notify each employee consistent with District emergency operation procedure.

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 and Paraeducators 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. 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.

Compensatory Time. An employee who requests compensatory time in lieu of overtime pay will receive their compensatory time at one and one-half (1½) times their hourly rate of pay. Compensatory time may only be accrued for the first seven (7) hours of overtime which equates to a total of ten and one half (10 ½) hours during each school year. The District shall maintain the right to cash out an employee’s compensatory time at one and one-half (1½) times their regularly hourly rate of pay.

Section 7.8.1.
All hours compensated in excess of eight (8) hours per day or forty (40) hours per week will be compensated at a rate of one and one-half (1½) times the employee’s base rate unless employee is on a 4/10 schedule as designated in Section 4.7.

Section 7.8.2.
All hours worked on the sixth (6th) consecutive day shall be compensated at a rate of one and one-half (1½) times the employee's base rate.
Section 7.8.3.
All hours worked the seventh (7th) consecutive day will be compensated at two (2) times the employee's base rate.

Section 7.8.4. Call Back.
Employees requested by their supervisor/designee to return to work after the completion of their regular work day or work week will receive no less than two (2) hours pay at the appropriate rate, (including rates delineated in 7.8., 7.8.1., 7.8.2., 7.8.3., 9.1.3.) when they are worked under such circumstances, and an appropriate lunch period*.

Call Back Chart
0-2 Hours = 2 Hours Minimum Pay at the Appropriate Rate
2+ to 4 Hours = 4 Hours Minimum Pay at the Appropriate Rate
*4+ to 6 Hours = 6 Hours Minimum Pay at the Appropriate Rate
(*Lunch Period after they have worked five (5) hours)
6+ to 8 Hours = 8 Hours Minimum Pay at the Appropriate Rate

Section 7.9. Summer School Work.
The District will post summer school "temporary" assignments prior to the end of the regular school year or soon thereafter as they are known. Employees interested in accepting such temporary assignments will notify, in writing, the Department of Human Resources of their interest within five (5) days following said posting. In filling such assignments, the District will consider the employee's normal work schedule, special program needs, previous such experience, and seniority. Employees shall be compensated at their hourly rate on Schedule A and shall not be subject to any other terms and conditions of this Agreement.

Section 7.9.1. Summer Sick Leave Accrual.
Beginning with the summer of 2007, an employee may earn one (1) day of sick leave each month for supplemental contract work performed in the months of July and August provided said employee works a minimum of thirty (30) hours per month during July and August in a District program. The sick leave earned will be added to the employee’s accumulated sick leave balance.

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

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

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

Section 7.11.
Employees required to attend District meetings and/or training sessions will be compensated at their regular hourly rate.

Section 7.12 Child Nutrition.

Section 7.12.1.
Child Nutrition personnel are required to have a valid Washington State Food Handlers’ card and to post same in assigned work area consistent with regulation. It is the responsibility of the employee to obtain and maintain the required card.

Section 7.12.2.
Child Nutrition employees will be required to attend training for their regular shift the day before school starts.

Section 7.12.3.
In order to set up stock and prepare for each school year, every school Child Nutrition kitchen manager will work on the day the food is delivered prior to the school starting. School Child Nutrition employees will be the only Auburn personnel assigned to account for food products in the appropriate locations within their kitchens. Child Nutrition kitchen managers will coordinate stocking of food in appropriate location within their assigned location.

Section 7.12.4.
Each school kitchen will be allotted a minimum of ten (10) additional hours to be used to address start up considerations each school year. The additional time will be used during the first four (4) day work week after Labor Day, and/or during the second full week of school, and application of additional hours shall not result in overtime.

Section 7.12.5.
Child Nutrition personnel, if required to obtain a Washington School Nutrition Association (SNA/WSNA) Certificate, shall be compensated at their regular hourly rate for time spent attending workshops to obtain the certificate.

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

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

**SNA/WSNA Stipend**

- Level 1 $200 Annually
- Level 2 $300 Annually
- Level 3 $350 Annually

**Section 7.12.6.**
The District will post any position that either, at one time, or due to cumulative additions of
time, results in an annual increase of more than thirty (30) minutes from the position’s definite
and regular shift as of September 1, 2005. Annual, for the sake of this Agreement, is defined as
within any one (1) school year.

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

**Section 7.12.7.**
At the District’s discretion, in the event of an absence of a building’s kitchen manager, an
assistant cook at that building may, if he or she so desires, substitute for the kitchen manager at
the higher rate of pay.

**Section 7.12.8. Summer Food Service Program.**
Regular district employees working in the summer food service program the Summer of 2015
shall be grandfathered into the program. Beginning with the Summer of 2016, summer food
service work shall first be offered to child nutrition employees by seniority. In the Fall of
2016, a meeting between the union and management will be held to discuss the impacts on
summer program hiring.

**Section 7.12.9.**
When the Child Nutrition requires an employee to leave his/her normal work station to report
for an assignment at another location on the same work day, the employee shall receive no less
than their regular daily hours and pay rate in addition to compensation for travel time and
mileage, which shall be at the standard IRS reimbursement rate.

**Section 7.13 Custodial.**

**Section 7.13.1. Training Custodians.**
The District must provide all newly hired custodians a training class of a minimum of twenty
(20) hours and up to thirty (30) hours within their first year of employment. This training is a
prerequisite to applying for a promotion to a Custodian A or Head Custodian position with the
District. Such employees will be granted release time if such training occurs during the
employee's regular work day. If training occurs outside of the employee's normal work day, the
employee shall receive their regular hourly rate of pay and overtime for such training in
accordance with their current collective bargaining agreement.
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.

Section 7.14 Paraeducators.

Section 7.14.1.
During the first four-day week after Labor Day, and/or during the second full week of school that elementary and secondary paraeducators assigned to the roles of gifted, reading/math, Health Technicians and special education (SLC, AB, Severely Disabled, RR, TAP and ECE) will be allowed to work additional hours in accordance with the schedule below providing the additional hours will not result in overtime.

<table>
<thead>
<tr>
<th>Total Work Hours in Regular Shift</th>
<th>Additional Hours that may be worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 hours</td>
<td>Zero additional hours may be worked.</td>
</tr>
<tr>
<td>7.5 hours</td>
<td>Two (2) additional hours may be worked.</td>
</tr>
<tr>
<td>7 hours</td>
<td>Four (4) additional hours may be worked.</td>
</tr>
<tr>
<td>6.5 hours</td>
<td>Six (6) additional hours may be worked.</td>
</tr>
<tr>
<td>1-6 hours</td>
<td>One (1) to Six (6) hours shift (equivalent to employee's scheduled shift time) additional hours may be worked.</td>
</tr>
</tbody>
</table>

Section 7.14.2. Lesson Plans/Student Grades.
Paraeducators will not be permitted to develop or administer non-certificated lesson plans. In addition, they may not be the teacher of record.
Section 7.14.3.
Paraeducators utilized as Emergency Certificated Substitutes who meet the District qualifications for Auburn Substitute classroom teachers shall be paid the substitute teaching rate for all hours worked as a substitute teacher. In addition, paraeducators will not suffer any loss in PSE contractual benefits while performing substitute work.


Section 7.14.4.1.
Beginning September 2015, health tech paraeducator coverage will be as follows:

- Base hours: Secondary schools (HS and MS) 6 hours; Elementary 5 hours.
- School buildings with 3 special needs programs/classrooms will be eligible for one-half (1/2) hour of additional time.
- School buildings with 4-6 special needs programs/classrooms will be eligible for one (1) hour of additional time.
- School buildings with 7+ special needs programs/classrooms will be eligible for one and one-half (1 ½) hours of additional time.

Special needs programs/classrooms is defined as follows: SLC, AB, TAP, ECE, and Head Start. This definition does not include resource room classrooms.

Section 7.14.4.2.
Beginning September 2015, health tech paraeducators work year will be increased as follows:
- High school and middle school – 3 days before school and 3 days after school.
- Elementary – 2 days before school and 2 days after school.

Section 7.14.5. Paraeducator Work Assignments.
All paraeducators will be permitted to work their regular daily assignments for their entire school year irrespective of late/early start, conference days or when students are not in attendance.

Section 7.14.6.
Culinary Arts paraeducators are required to have a valid Washington State Food Handler’s card and to post same in assigned work area consistent with regulation. It is the responsibility of the employee to obtain and maintain the required card.

Section 7.15 Grounds.

Section 7.15.1.
Grounds employees who are involved in the application of pesticides as part of their assigned duties and responsibilities must possess a valid Pesticide Operator's License. The District will pay for Pesticide Operator’s License and CDL License for employees who must maintain these licenses in order to perform their job duties.
Section 7.15.2. Grounds Training.
The District will provide at no cost to the employees training in the following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and fork lift.

Section 7.15.3.
Tool replacement for lost or stolen tools owned by the employees will be replaced by the District provided these are normal tools of the trade and have been registered with the supervisor. Registration shall include purchase cost and purchase date. Once a tool is registered it must remain on District property until released by the supervisor upon the request of the employee.

Section 7.15.4. Summer Work.
During summer break, twelve-month employees, in consultation with the Administrator of Support Services and pending appropriate work coverage, may change their start times, starting the Monday following the last day of the curriculum school year through the last Friday prior to the opening date of the succeeding school year or work a four-ten (4 days-10 hours per day) work day for six (6) weeks beginning with the first full work week in July. Technicians 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 than June 15th, must respond to the Technician’s request.

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

Section 7.15.5. Clothing.
Replacement jackets and coveralls will be made upon consultation with the Administrator of Support Services.

Section 7.16 Maintenance/Trades.

Section 7.16.1. Licenses, Salary Differential.
All 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 7.16.2. Trades Training.
The District will provide at no cost to the employees in trades classifications, training in the following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and fork lift.

Section 7.16.3.
Tool replacement for lost or stolen tools owned by the employees will be replaced by the District provided these are normal tools of the trade and have been registered with the supervisor. Registration shall include purchase cost and purchase date. Once a tool is registered it must remain on District property until released by the supervisor upon the request of the employee.

Section 7.16.4. Summer Work.
During summer break, twelve-month employees, in consultation with the Administrator of Support Services and pending appropriate work coverage, may change their start times, starting
the Monday following the last day of the curriculum school year through the last Friday prior to
the opening date of the succeeding school year or work a four-ten (4 days-10 hours per day)
work day for six (6) weeks beginning with the first full work week in July. Technicians 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 than
June 15th, must respond to the Technician’s request.

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

Section 7.16.5 Clothing
Replacement jackets and coveralls will be made upon consultation with the Administrator of
Support Services

Section 7.17 Warehouse.

Section 7.17.1 Warehouse Training.
The District will provide at no cost to the employees in warehouse classifications, training in
the following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and
fork lift.

Section 7.17.2 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 or work a four-ten (4 days-10 hours per day)
work day for six (6) weeks beginning with the first full work week in July. Technicians 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 than
June 15th, must respond to the Technician’s request.

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

Section 7.17.3 Clothing.
Replacement jackets and coveralls will be made upon consultation with the Administrator of
Support Services.

ARTICLE VIII

STAFF DEVELOPMENT AND TRAINING

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 the PSEA Chapter President or Vice President.

Section 8.1.1. Special Education Training.
The District will provide Special Education (SLC, AB, Severely Disabled, RR, TAP, and ECE) Paraeducators with training on a Waiver Day, or one of their allotted in-service days, in the following areas: general mobility training for physically handicapped children, general discipline training, and general restraint training. On an as needed basis, the District will provide individual training to any employee specifically assigned to feed a medically fragile student and/or provide toileting to a handicapped student.

Special education paraeducators will be required to complete Right Response training (14 hours) before beginning their classroom assignment. Effective September 1, 2015, all current special education paraeducators will have one (1) year to comply with the requirements of this training. Recertification of this training (7 hours) must be completed annually before the expiration of the original certificate. Staff members not complying with this training requirement will be subject to progressive discipline. This paid training is not to be deducted from staff development in-service.

Section 8.1.2 Child Nutrition/Culinary Arts Training.
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 8.1.3. 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.
ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1. Holidays.
All twelve (12) month employees shall receive the following paid holidays:

1. New Year's Day
2. Presidents' Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Day before Christmas
10. Christmas Day
11. Day before New Year's Day
12. Martin Luther King Day

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

Section 9.1.1.
All regularly employed part-time employees shall be paid for the following holidays:

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

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

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

Section 9.1.1.1. Thanksgiving Flex Time.
Regularly employed part-time employees who are interested in being released upon student dismissal the Wednesday before Thanksgiving may accumulate flex time as stated below.

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

Section 9.1.2. Unworked Holidays.
Eligible employees will receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked the last assigned shift preceding the holiday and the first assigned shift succeeding the holiday, will be eligible for pay for such unworked holiday.
**Section 9.1.3. Worked Holidays.**
Employees who are required to work on the aforementioned holidays will receive the pay due them for the holiday, plus one and one-half (1-1/2) times their base rate for all hours worked on such holidays, unless the employee begins work at 10:00 P.M. or thereafter on that date. Employees required to work on any of the above holidays will be paid for not less than two (2) hours.

**Section 9.1.4. Holidays during Vacation.**
Should a holiday occur while a twelve (12) month employee is on vacation, the employee will be authorized one additional day of vacation.

**Section 9.2. Vacations.**
All employees subject to this Agreement will be allowed hours of vacation credit based on hours worked during the calendar year September 1 through August 31. Such vacation credit will be earned, vested, and used as designated in this Article.

**Section 9.2.1.**
The vacation credit to which an employee will be entitled will be computed as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of Vacation Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 4</td>
<td>1 for each 24 hours worked not to exceed 80 hours per year</td>
</tr>
<tr>
<td>5 – 9</td>
<td>1 for each 18 hours worked not to exceed 120 hours per year</td>
</tr>
<tr>
<td>10- 19</td>
<td>1 for each 12 hours worked not to exceed 160 hours per year</td>
</tr>
<tr>
<td>20+</td>
<td>1 for each 10 hours worked not to exceed 160 hours per year</td>
</tr>
</tbody>
</table>

**Section 9.2.1.1.**
In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.

**Section 9.2.1.2.**
All straight time hours for which an employee is paid (excluding holiday hours, vacation hours, or disability hours) will be counted as hours worked in the computation of vacation credit.

**Section 9.2.1.3.**
No employee with less than a twelve (12) month assignment may take time off during the school year and have it credited against vacation accumulation.

**Section 9.2.1.4.**
Those employees who work less than their full annual assignment will receive vacation credit according to the number of hours worked in the year.

**Section 9.2.2.**
Employees who work less than twelve (12) months per year and are paid on a contracted basis will receive compensation for vacation on a month-to-month basis. Employees who work less than twelve (12) months per year and are paid on an hourly basis will receive payment for accrued vacation with their July paycheck. Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with his/her final paycheck.
Section 9.2.2.1.
When the school year continues beyond the June payroll warrant cut-off date, employees who work less than twelve (12) months per year will be paid their accrued vacation along with the days of school worked beyond the June payroll cut-off in the July pay warrant.

Section 9.2.2.2.
When the school year continues beyond the June payroll warrant cut-off date, employees will have any employee-paid insurance contributions taken out of their June payroll warrant for June and July, and any employee-paid insurance contributions taken out of their July payroll warrant for August.

Section 9.2.3.
It is mutually agreed that vacations shall be scheduled at the request of the employee, in consultation with the supervisor.

Section 9.2.4.
The maximum amount of vacation time an employee can cash out upon retirement or separation from the District is 240 hours (30 days).

ARTICLE X
LEAVES

Section 10.1. Sick Leave.
Twelve (12) month employees will receive twelve (12) days sick leave annually. Ten (10) month employees will receive ten (10) days sick leave annually. Employees hired after the start of the fiscal year (September 1) will receive a pro-rata number of sick leave days commensurate with their twelve-month or ten-month assignment. Employees shall receive their annual accumulation at the beginning of the school year. If on the date of resignation or discharge an employee has used more sick leave than earned, the unearned leave shall be deducted from the employee's final check. Sick leave may be accumulated up to the number of days/shifts in the employee's assigned work year. Salary deduction for absence in excess of the allowance will be based on the number of working hours and/or days.

The employee must report an absence as soon as known and no later than one (1) hour prior to that employee's starting time on the day of the absence, if possible. The employee must submit an “Absence from Duty” form at the worksite within forty-eight (48) hours of returning to work. A report of absence in excess of five (5) consecutive days will have attached to it a written statement from a physician verifying the dates of the absence and releasing the employee to return to work; provided, however, this will not restrict the District from verifying employee ability to work in cases of potential or actual injury occurring while on the job. Such verification will be received by the District prior to reinstatement of the employee's pay status.

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

Section 10.1. Sick Leave and Attendance Incentive Program (RCW 28A.400.380.)
Compensation for accrued but unused sick leave shall be as provided in the sick leave attendance incentive program (see RCW 28A.400.380) as now or hereafter amended.

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

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each (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 the employee's accrued sick leave to care for a spouse, parent, child of the employee or a child in the employee's custody with a health condition that requires treatment or supervision.

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 Business Leave*.
Employees will be permitted personal leave annually to take care of compelling personal business. Personal business leave will not be used to extend vacations or holiday periods to accommodate travel or for recreational purposes. Such leave, as follows, shall be pre-arranged and subject to the approval of the supervisor.
Personal Business Leave will be allocated annually based on years of service according to the following table:

- Zero (0) – fifteen (15) years of completed service equals one (1) paid day, and one (1) unpaid day,
- Sixteen (16) – twenty-five (25) years of completed service equals two (2) paid days
- Twenty-six (26) or more years of completed service equals three (3) paid days.

*Personal Business Leave days not used annually shall not be carried forward to the next fiscal year.

**Section 10.4. Bereavement Leave.**

Bereavement leave will be allowed as follows:

- A. Spouse, domestic partner, son or daughter, -- up to five (5) consecutive days;
- B. Father, mother, parent surrogate, sister, brother, and any other relative who is a member of the employee's household or for whom the employee is the sole support -- up to five (5) consecutive days;
- C. Other family members than those listed -- up to three (3) days;
- D. Close personal friend -- one (1) day.

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 10.5.**

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.**

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., inservice, 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 $100.00 stipend for the first half of the work year, and $100 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 $200.00 stipend for the first half of the work year, and $200 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 $300.00 stipend for the first half of the work year, and $300 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.

**Section 10.10.2.2.**
If you have a regular less than 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 $100.00 stipend for the work year as noted above in Section 10.10.2.1.

**Section 10.10.2.3.**
If you have a regular less than 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 $200.00 stipend for the work year as noted above in Section 10.10.2.1.

**Section 10.10.2.4.**
If you have a regular less than 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 $300.00 stipend for the work year, as noted above in Section 10.10.2.1.

**ARTICLE XI**

**SENIORITY**

**Section 11.0. Definitions.**
**General Job Classification:** Child Nutrition Services, Custodial, Paraeducators, Grounds, Laundry, Trades and Warehouse.

**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.

Section 11.1.
The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”), in an open position, unless such seniority shall be lost as hereinafter provided (exclusive of temporary summer hires of sixty (60) workdays or less). For the purpose of this section an open position is a regular position to which no other employee has continuing claim.

Section 11.1.1.
In the event that two (2) or more employees have the same hire date, seniority shall be determined by the date of the earliest employment with the District. Should two (2) or more employees still have the same hire date, seniority shall be decided by lot.

Section 11.2.
Probation will commence on the effective date of employment as a regular employee. New regular employees will serve a probationary period of ninety (90) calendar days. During this probationary period, the District may terminate such employee at its pleasure. By mutual agreement between the supervisor and employee, the probationary period may be extended for up to an additional time not to exceed a total probationary period of ninety (90) work days, provided the employee has been given the opportunity to have an Association representative present when asked about the extension.

Section 11.2.1.
At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date; provided, however, Sections 15.1. and 15.2. will not apply.

Section 11.3.
The seniority rights of an employee shall be lost for the following reasons, without limitation:

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

Section 11.4
Seniority rights will not be lost for the following reasons:

A. Time lost by reason of industrial accident, industrial illness.
B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
C. Time spent on authorized absences.
Section 11.5.
In addition, senior nutritionist employees whose hours drop below that amount necessary to receive a benefit package shall be allowed to bump junior nutritionist employees holding similar job titles if their work hours are reduced thirty (30) minutes or more per day.

Section 11.6.
The employee with the earliest hire date shall have preferential rights regarding shift selection and vacation periods, subject to the approval of the supervisor. The employee with the earliest general job classification hire date shall have preferential rights regarding promotions, assignments, or open jobs, when ability and performance are equal with those of individuals junior to him/her. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance greater than a senior employee(s), the District shall, at the request of the employee(s), set forth in writing to the employee(s) its reasons why the senior employee(s) was bypassed, if the employee(s) has applied for the position.

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

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

Section 11.7.
An employee who changes general job classifications within the bargaining unit will retain seniority in the previous classification for one (1) calendar year although a new "hire" date is acquired in the new classification.

Section 11.8. Open Positions.

Section 11.8.1. Posting of Open Positions.
The District shall make every reasonable effort to make available to the President or designee a published notice of open positions (open position shall be defined herein as it is defined in Section 10.1) within five (5) days of the posting. Should the open position require the use of a substitute for an interim period, the interim period shall be no longer than fifteen (15) workdays. Open positions shall be posted on the District’s web site.

Section 11.8.1.1.
Open position notices shall include the shift, and total hours of work. If an employee is interested in the location of an open position, the employee may contact the District Human Resource Office.

Section 11.8.2. Applying for Open Positions.
Employees must make written application for the position published within the date and time set by the District. If written application is not made, the employee does not have the right of grievance. The subsequent vacancy filling period shall be thirty days from the posting of the original position.
Section 11.9. Transfer Procedures.
If an employee is interested in a lateral transfer, the employee must send a signed request to Human Resources. Lateral means same sub-classification, hours, shift, and pay rate.

Section 11.10. Lay-Off.
Should the need for layoff occur, employees will be laid off in their specific job classification by seniority. Prior to employees being laid off, the District and the Association President and the PSE Field Representative will schedule a general layoff meeting with the parties affected. The District will provide the rationale for the layoff and the parties will be advised of their rights.

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

Section 11.10.1.
Employees on layoff status shall file their addresses and telephone numbers in writing with the Human Resource Office and shall thereafter promptly advise that office, in writing, of any change of address or telephone numbers or availability for employment.

Section 11.10.2.
Employees shall forfeit the rights to re-employment as provided in Section 11.10. if the employee does not accept the offer of re-employment within five (5) workdays and/or report for work within eleven (11) workdays from date of offer by certified letter or in person.

Section 11.10.3.
Should an employee under this section decline a position for which qualified, that employee forfeits further consideration other than that given all applicants.

ARTICLE XII

DISCHARGE OF EMPLOYEES AND NOTIFICATION OF NON-ANNUAL EMPLOYEES

Section 12.1.
The District shall have the right to discipline, suspend or discharge an employee for cause. The District shall have the right to suspend an employee at will at the employee's regular rate of pay.

Section 12.2.
Except in extraordinary cases, and as otherwise provided in this Article, the District will give an employee two (2) weeks’ notice of intention to layoff, and one (1) week notice of intention to discharge. Class-size Paraeducators will normally receive one (1) week notice of intention to layoff. The employee will give the District two (2) weeks’ notice of intention to resign.

Section 12.3.
Employees who resign or are discharged will forfeit all rights and seniority unless their discharge is overturned and they are reinstated.
**Section 12.4.**

Employees who are absent from duty for reasons other than those provided for in the Agreement will be suspended without pay for three (3) days for first violation and subject to termination for second violation within any five (5) year period of time. Such discipline includes, but is not limited to, violation or misuse of any leave provision included within this Agreement.

**Section 12.5.**

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

**Section 12.5.1.**

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

**Section 12.5.2.**

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

**ARTICLE XIII**

**INSURANCE AND RETIREMENT**

**Section 13.1.**

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

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

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

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

**Insurance Committee:** The District will chair an employee insurance committee that will meet at least three (3) times per year. There shall be a representative from the Auburn PSE/PSEA bargaining group and District representation for the sole purpose of meeting to review and recommend insurance plan documents with the assistance of the District insurance broker.
**Section 13.1.1.**
For purposes of this section, full-time-equivalency (FTE) is that number denoting full-time assignment as defined in statute and regulations as now or hereinafter amended. Currently, that definition is that full time equivalency is determined as all hours compensated (except for overtime) divided by one thousand four hundred forty (1,440).

**Section 13.1.2.**
New employees desiring coverage must enroll in the insurance programs within fifteen (15) days of their orientation date. Regular employees shall have the option, consistent with the requirements of provider contracts, to change or enroll in insurance programs during the open enrollment period specified by the District (normally the month of September through the second Friday of October of each year).

**Section 13.1.3.**
The District will continue to provide optional VEBA enrollment opportunities to eligible PSEA employees on an annual basis.

**Section 13.2.**
Deductions for premiums for employees working less than twelve (12) months will be made from the employee's June 30 paycheck to cover premiums for June, July, and August; unless such an employee qualifies for a 12 month pay period.

**Section 13.3. Medical Expense Reimbursement Plan.**
If and when rules and regulations regarding a medical expense reimbursement plan are clearly understood, the parties will meet to discuss the possibility of setting up such a plan.

**Section 13.4.**
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District will comply with applicable laws and regulations.

**Section 13.5. Classified Employees Death Benefit.**
A one hundred fifty thousand-dollar ($150,000) death benefit shall be paid as a sundry claim to the common school system employee's estate who is killed in the course of employment. The determination for eligibility for the benefit shall be consistent with Title 51 RCW by the Department of Labor and Industries. The Department of Labor and Industries shall notify the Director of the Department of General Administration (if an employee's estate is determined to be eligible for payment under this section) by order under RCW 51.32.050., as now, or as hereafter amended.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP**

**Section 14.1.**
Each employee subject to this Agreement, shall as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.
Section 14.2.
All employees in classifications, will, as a condition of employment, become members of the Association in good standing within thirty (30) days of the hire date. Such employee must maintain their membership in the Association during the term of this Agreement.

Section 14.3.
The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing him/her as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may petition PSEA and become an Agency Fee Payer and pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues.

Section 14.4.
Nothing contained in this Agreement will require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee may petition PSEA and if qualified become a Religious Objector and will pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.

Section 14.5.
Any employee who refuses to become a member of the Association in good standing, claim a bona fide religious objection or pay the Agency Fee payer service charge in accordance with the previous sections, will, at the option of the Association, be immediately discharged from employment by the District.

Section 14.6.
The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 14.7. Checkoff.
The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 (PSE) on a monthly basis, provided however, local dues shall be sent monthly to the chapter president. Local dues shall not be deducted from the pay of agency fee payers or religious objectors.

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

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**

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

**Section 15.2.**

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

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

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

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

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

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

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

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

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

**ARTICLE XVI**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 16.1.** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

**Section 16.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A for each year of the agreement and are attached hereto and by this reference incorporated 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.
Payday for twelve (12) month employees will normally be the last working day of each month. Payday for less than twelve (12) month employees will normally be the last working day of the month, except for the month of November which will be the last working day before Thanksgiving and the month of January which will be one (1) week prior to the first day of February.

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.

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 2015-2016 shall be increased as follows: If there is a Washington State COLA it will be added to these increases.
Child Nutrition 2.5%
Custodians, Trades Helpers, Trades Person, and Laundry 2.5%
Paraprofessionals 5%
Grounds and Warehouse 4%
Trades Lead 2.5%
Maintenance Technicians 2.5%
Mechanical Systems Lead and Technicians 1%
High School Head Custodians 50 cents above Middle School Head Custodians

Salary Schedule A for 2016-2017 shall be increased as follows: If there is a Washington State COLA it will be added to these increases.
Child Nutrition 1.5%
Custodians, Trades Helpers, Trades Person and Laundry 1.0%
Paraprofessionals 1.5%
Grounds and Warehouse 2%
Section 16.11 Education Recognition

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

- 150 clock hours/15 credits = .10 per hour
- 350 clock hours/35 credits = .20 per hour
- 450 clock hours/45 credits = .30 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 this program.

Section 16.12.

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

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

ARTICLE XVII

CERTIFICATION AND SAFETY

Section 17.1.

The District will make every effort to comply with applicable safety codes set forth in Federal or State law, and the employees will cooperate in the use of all safety devices. Employees will cooperate with the District in the maintenance of a generally well kept area, and equipment, and attendance at required safety discussions.
Section 17.1.1. Assault: Deductible (Co-Pay) Reimbursement by District.

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

Section 17.1.2.

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

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

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be retroactive from September 1, 2015 to August 31, 2018.

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: /signed by/ ____________________________
   Marilyn Hoksbergen, Chapter President

DATE: ___ April 13, 2015 ________________

FOR AUBURN SCHOOL DISTRICT #408

BY: /signed by/ ____________________________
   Carol Seng, School Board President

BY: /signed by/ ____________________________
   Debbie Leighton, Executive Director, HR

DATE: ___ April 13, 2015 ________________
Schedule A  
Auburn PSEA  
September 1, 2015 – August 31, 2016

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<td>$21.84</td>
<td>$22.02</td>
</tr>
<tr>
<td>Trades Lead</td>
<td>$28.10</td>
<td>$28.67</td>
<td>$28.96</td>
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</tr>
<tr>
<td>Trades Technician</td>
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<tr>
<td>Mechanical Systems Technician Lead</td>
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<tr>
<td>Trades Person</td>
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<td>$23.80</td>
<td>$24.04</td>
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<tr>
<td><strong>WAREHOUSE</strong></td>
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</tr>
<tr>
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<tr>
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</table>

Notes pertaining to Schedule A are on the next page.
Longevity:
All employees who have worked for the Auburn School District 20 years or more will receive a $.40 per hour stipend for all hours worked.

All employees who have worked for the Auburn School District 25 years or more will receive a $.75 per hour stipend for all hours worked.

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.


5. Paraeducators IV: Special Education (SLC, AB, Severely Disabled, RR, ECE, TAP and Floater)


7. Effective upon receipt of legislatively authorized and funded annual salary increases, the Schedule A shall be adjusted accordingly. 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. Apprenticeship Stipend: Employees will receive an additional one dollar ($1.00) per hour upon earning their apprenticeship certification in a State of Washington/District/PSEA pre-approved apprenticeship program.

11. 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.

12. Elementary Child Nutrition Managers will receive a stipend of $25.00 per month ($250 annually) for ten months when they have three (3) or more Child Nutrition Programs.

13. High School Head Custodians stipend will increase from $50.00 per month to $75.00 per month.
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF AUBURN PSEA AND THE AUBURN SCHOOL DISTRICT #408.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provision of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.

2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
   a. at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
   b. at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
   c. health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2011-12 school year.

3. For eligible employees selecting the HDHP with a Health Savings Account (HSA), up to $50 dollars per month may be allocated to the employee’s HSA only if the total cost of all benefits for the employee is less than $768 dollars per month.

4. The parties shall abide by state laws relating to school district employee benefits and this MOU shall be construed consistent with such laws.

This MOU shall be effective for the 2015-2016 school year. The parties shall meet prior to May 1, 2016, to discuss whether to renew or amend this MOU for another year.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES - AUBURN PSEA

BY: /signed by/ Marilyn Hoksbergen, Chapter President

BY: /signed by/ Debbie Leighton, Executive Director, HR

DATE: April 13, 2015

 Auburin School District #408

Memorandum of Understanding - Insurance
Auburn PSEA/Auburn School District #408

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September 1, 2015