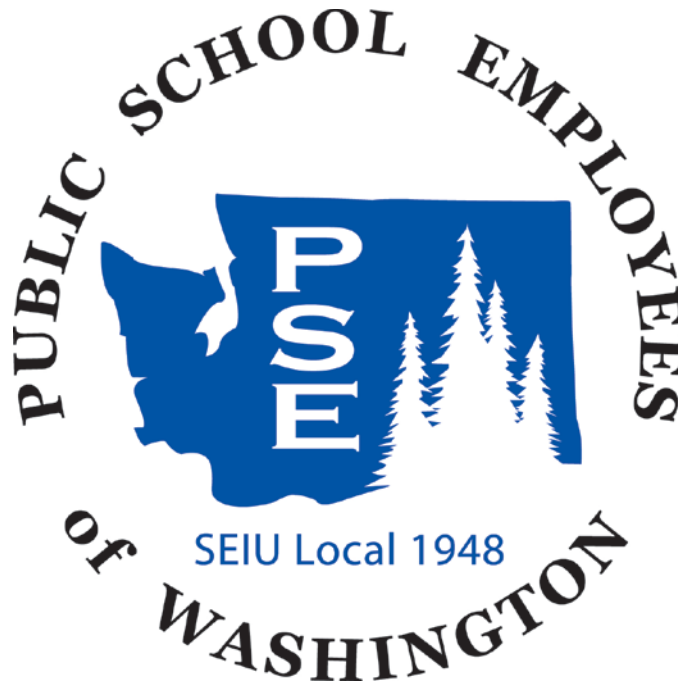


**COLLECTIVE BARGAINING AGREEMENT BETWEEN
FRANKLIN PIERCE SCHOOL DISTRICT #402
AND
PUBLIC SCHOOL EMPLOYEES OF
FRANKLIN PIERCE**

September 1, 2017– August 31, 2020



Public School Employees of Washington/SEIU Local 1948
P O Box 798
Auburn, Washington 98071
866.820.5653
www.pseclassified.org

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	3
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	5
ARTICLE V HOURS OF WORK AND OVERTIME	6
ARTICLE VI HOLIDAYS AND VACATION	9
ARTICLE VII SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, LEAVE OF ABSENCE	11
ARTICLE VIII PROBATION, SENIORITY AND LAYOFF PROCEDURES	14
ARTICLE IX DISCHARGE OF EMPLOYEES	17
ARTICLE X INSURANCE AND RETIREMENT	18
ARTICLE XI TRAINING	18
ARTICLE XII ASSOCIATION OF MEMBERSHIP AND CHECKOFF	20
ARTICLE XIII GRIEVANCE PROCEDURE	21
ARTICLE XIV TRANSFER OF PREVIOUS EXPERIENCE	23
ARTICLE XV SALARIES AND EMPLOYEE COMPENSATION	23
ARTICLE XVI TERM AND SEPARABILITY OF PROVISIONS	28
SIGNATURE PAGE	29
SCHEDULE A	30-32
APPENDIX A (Policy 5404)	33-36
Memorandum of Understanding – Sick Leave, On-Line Training	
Letter of Agreement – Work Year Calendar	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

THIS AGREEMENT is made and entered into between Franklin Pierce School District Number 402 (hereinafter "District") and Public School Employees of Franklin Pierce School District, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

Section 1.3.

The bargaining unit to which this Agreement is applicable is as follows: All classified personnel in the maintenance, information technology, nutrition services, health services, paraeducator and Head Start/ECEAP Teacher general job classifications, excluding management personnel, confidential employees, and classified employees of other bargaining units and all other classified employees.

Those individuals who have been employed in a general job classification for thirty-one or more days of work within any 12-month period ending during the current or immediately preceding school year and continue to be available for employment as substitutes are included in the bargaining unit. Enrolled K-12 students of the Franklin Pierce School District are expressly excluded, until their employment extends beyond graduation.

Section 1.4.

The District will provide the Association with such amendments, changes, additions and new job descriptions as may from time to time occur.

Section 1.4.2.

At any time a job changes significantly from the job description, the Association reserves the right to appeal for a change in job description or reclassification within existing salary schedules A (a.k.a. Schedules 53, 54, 55, 59 and 61). Such appeals may be made through administrative channels up to the level of Superintendent but shall not be subject to the

grievance or arbitration procedures. The District recognizes its obligation under RCW 41.56 to bargain salaries for new or substantially changed positions.

Section 1.5.

An employee who works in a position included in this bargaining unit who also holds a position in another District bargaining unit or group ("split employees"), shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit, provided however, that such benefits, including but not limited to, insurance benefits, leave benefits, vacation benefits, personal days (if applicable), for split employees shall be determined by the collective bargaining Agreement or District policy covering the position that carries the most regularly scheduled daily hours. Where a split employee has an equal number of regularly scheduled daily hours between the District bargaining units or groups, the employee shall choose at the outset of such split employment, which unit or group's benefits as described above shall apply.

Section 1.5.1. Regular Positions.

An ongoing, year to year position that is covered by all of the provisions of this Agreement. The parties understand that all positions, including those funded by grants may be eliminated due to the withdrawal or reduction of funding, or lack of work.

Section 1.5.2. Temporary Positions.

A position created to replace a person who is on an extended leave of absence or a new position created by the District with the actual intent that the position will only last for a period of time during the school year and/or summer for which it was created. An employee working in a temporary position is not considered a substitute employee and is covered by all provisions of this Agreement. However, temporary positions, unlike regular positions, terminate at the end of each school year or at the end of the assignment's duration and the employee will be in an unassigned status (i.e. unemployed) until such time as they apply for and are awarded an open position. Temporary positions expected to last 45 or more work days shall be posted, and shall count toward the calculation of health benefits under Section 10.1 for the duration of the temporary assignment. Notice of all postings shall be forwarded to the Association President. Should the decision be made that the position continue into the following school year, the position shall then be posted and shall be considered a regular ongoing position.

Section 1.5.3. Substitute Employees.

An employee who fills in for another employee or who works in a newly created vacancy that has not yet been filled.

1. Substitute employees who work less than twenty (20) consecutive or thirty (30) intermittent work days in a school year period are not covered by this Agreement.
2. Substitute employees who work either twenty (20) or more consecutive days or thirty (30) or more intermittent work-days in a school year period are included in the bargaining unit limited to Schedule A.

Section 1.5.4.

An employee who works in a position included in this bargaining unit who also holds a position in another District bargaining unit or group or with another employer may not take leave from his/her PSE bargaining unit position to take extra work for his/her other position. For example, a paraeducator who also works as a bus driver may not take leave without pay in order to drive an

1 extra trip. An exception to this restriction may be made for early release days and training days or
2 for other reasons approved by the Human Resources Director. Notification of approved exceptions
3 will be forwarded to the Association President.
4
5
6

7 **ARTICLE II**

8 **RIGHTS OF THE EMPLOYER**

9 **Section 2.1.**

10 It is agreed that the customary and usual rights, powers, functions, and authority of management are
11 vested in management officials of the District. Included in these rights in accordance with and subject to
12 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the
13 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
14 demote, or take other disciplinary action against employees; and the right to release employees from
15 duties because of lack of work or for other legitimate reasons. The District shall retain the right to
16 maintain efficiency of the District operation by determining the methods, the means, and the personnel by
17 which operations undertaken by the employees in the unit are to be conducted.
18
19
20

21 **Section 2.2.**

22 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
23 District. In making rules and regulations relating to personnel policies, procedures and practices, and
24 matters of working conditions, the District shall give due regard and consideration to the rights of the
25 Association and the employees and to the obligations imposed by this Agreement.
26
27
28

29 **ARTICLE III**

30 **RIGHTS OF EMPLOYEES**

31 **Section 3.1.**

32 It is agreed that the employees in the units defined herein shall have and shall be protected in the exercise
33 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom
34 of such employees to assist the Association shall be recognized as extending to participation in the
35 management of the Association, including presentation of the views of the Association to the Board of
36 Directors of the District or any other governmental body, group or individual. The District shall take
37 whatever action is required or refrain from such action in order to assure employees that no interference,
38 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
39 membership in any employee organization.
40
41
42

43 **Section 3.2.**

44 Neither the District, nor the Association, shall discriminate against any employee subject to this
45 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical
46 disability with respect to a position, without danger to the health or safety of the physically disabled
47 person or others.
48

1 **Section 3.3.**

2 Employees shall not honor any picket line established at or around any District building.

3
4 **Section 3.4.**

5 An employee shall have the right, upon reasonable request, to examine the contents of his or her
6 personnel file. Inspection shall be in the presence of a District representative. File materials may be
7 reproduced for the employee as promptly as is feasible, upon request, at the employee's expense. An
8 Association representative may, at the employee's request, be present during the review of said
9 employee's file.

10
11 **Section 3.4.1.**

12 No materials derogatory of an employee's conduct, service, character, or personality shall be
13 placed in an employee's personnel file unless the employee has had the opportunity to read and
14 respond to them. The employee shall acknowledge having read the material by affixing his or her
15 signature to the copy to be filed. The employee shall have the right to write his or her version of
16 the incident or occurrence and have that response permanently attached to the original document.

17
18 **Section 3.4.1.1.**

19 An employee may request in writing to the Director of Human Resources that derogatory
20 material be removed from his/her personnel file after two years if no additional incidents
21 have occurred. This does not apply to evaluation materials.

22
23 **Section 3.4.2.**

24 Employees shall be evaluated at least once per year. A written evaluation of each employee's
25 performance shall be provided by the last day of the work year for less than full year employees and
26 not later than August 31 for full year employees. The District will provide prior notice to PSE of
27 any intention to modify the employee evaluation instruments.

28
29 **Section 3.5.**

30 When employee's motor vehicles are properly parked on school district property while the employee is
31 acting within the scope of his/her assigned employment obligations, and such motor vehicles are damaged
32 by clearly recognizable acts of vandalism, employees shall be reimbursed for the deductible portion of
33 their insurance up to a maximum of \$250.00. The employee shall cooperate with the District and submit
34 necessary information to law enforcement authorities, if requested.

35
36 **Section 3.6.**

37 No classified employee covered by this Agreement, except for Head Start/ECEAP Teachers, shall be
38 responsible for the preparation of lesson plans or the determination of report card grades.

39
40 **Section 3.7.**

41 Hepatitis B training--the training required by the District for Human Resources identified as having
42 reasonable risk of exposure to HBV in District Policy (available on District website) will be paid for
43 annual training. The District will comply with all requirements of WAC 296-823-110.

44
45 **Section 3.8.**

46 The District shall provide safe and reasonable working conditions for all employees. Employees shall
47 report conditions they believe to be unsafe to their supervisor and building safety committee.

1 **Section 3.9.**

2 Consistent with RCW 28A.320.100, if an employee in this bargaining unit is sued in relation to his/her
3 employment, the board of directors may grant a request by the employee that the District and/or its
4 insurance carrier defend the claim and bear the costs of defense, attorney's fees, and any obligation for
5 payment arising from such action provided that the employee was acting in good faith and within the
6 scope of his/her employment with the District.
7

8 **Section 3.10. Video Surveillance / Global Positioning System (GPS) Usage.**

9 No bargaining unit employee shall be subject to surveillance by hidden camera. The use of video
10 surveillance and GPS are recognized as a means of managing student discipline, security/protection of
11 district property/staff, providing a safe work place for bargaining unit employees and a safe learning
12 environment for students. Any use of video surveillance or GPS tracking data for discipline or evaluation
13 of employees shall comply with the just cause provisions of this Agreement.
14
15

16
17 **ARTICLE IV**

18
19 **RIGHTS OF THE ASSOCIATION**
20

21 **Section 4.1.**

22 The Association has the right and responsibility to represent the interests of all employees in the
23 bargaining unit; to present its views to the District on matters of concern at reasonable times, either orally
24 or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to
25 all employees within the bargaining unit.
26

27 **Section 4.1.1.**

28 The Association may provide input on the District's calendar in writing to the Director of Human
29 Resources no later than February 1 for the calendar for the following school year.
30

31 **Section 4.2.**

32 The Association shall promptly be notified by the District of any disciplinary actions of any employee in
33 the unit in accordance with the provisions of the Discharge and Grievance procedure Articles contained
34 herein. The Association is entitled to have an observer at hearings conducted by any District official or
35 body arising out of grievance and to make known the Association's views concerning the case.
36

37 **Section 4.3.**

38 The names, job classifications, work locations, District hire dates, Union hire dates, and addresses of
39 employees in the respective sub-units will be provided annually by November 1st to the President of the
40 Association and updated quarterly. The Association agrees to furnish the District with an electronic copy
41 of the Agreement and printed copies for new members, and the District will distribute the Agreement
42 electronically to the members of the bargaining unit. A comprehensive seniority list (District hire dates
43 and Union hire dates) shall be provided to the union on November 1 and May 1. During new employee
44 orientation the District will provide employees with written information prepared and provided to the
45 District by PSE, including a printed copy of the CBA.
46
47
48

1 **Section 4.4.**

2 The President of the Association and/or his or her designated representative may receive released time to
3 attend recognized Association state and/or zone meetings in accordance with adopted school district
4 policies and regulations.

5
6 **Section 4.5.**

7 The Association may provide or utilize bulletin boards in each school for the use of the Association. The
8 bulletins posted by the Association are the responsibility of the officials of the association. Each bulletin
9 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may
10 not be posted. There shall be no other distribution or posting by employees or the Association of
11 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
12 herein provided.

13
14 **Section 4.6.**

15 The responsibility for the prompt removal of notices from the bulletin boards after they have served their
16 purpose shall rest with the individual who posted such notices.

17
18 **Section 4.7.**

19 It is agreed and understood that matters appropriate for negotiations between the District and the
20 Association shall be with respect to grievance procedures and collective negotiations on personnel
21 matters, including wages, hours and working conditions of employees covered in the bargaining unit.

22
23
24
25 **ARTICLE V**

26
27 **HOURS OF WORK AND OVERTIME**

28
29 **Section 5.1.**

30 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
31 followed by two (2) days of rest (Saturday and Sunday), except for those employees designated by the
32 District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five
33 (5) consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday, in
34 that order. Each employee will be assigned in advance to a definite shift with designated times of
35 beginning and ending, except in emergencies and unusual circumstances. Provided, that nothing herein
36 shall be construed to prohibit Head Start/ECEAP Teachers from being required to perform tasks outside
37 their regular work schedule, such as: monthly staffing meetings, IEP meetings, Parent Nights, end-of-year
38 events, enrollments, home visits, out-of-district trainings, required trainings, mandatory reporting (e.g.
39 CPS), and other tasks of similar character.

40
41 **Section 5.1.1.**

42 On early release days employees are expected to work their regular hours; provided, for nutrition
43 services employees, if there is no work available on the day of early release, the employee will
44 have the opportunity to sign up for an equivalent amount of work offered at an alternate time.
45 Nutrition services employees who choose not to sign up for available work will not receive pay for
46 the unworked hours, but will continue to receive health insurance and wage-related benefits based
47 upon a full 180 work day calendar.

1 **Section 5.1.2.**

2 The District will make a positive statement encouraging building administrators to work with
3 members of this bargaining unit to allow a variance of the work schedule (without adding work
4 hours) where feasible and appropriate to allow employees to attend staff meetings. The statement
5 will make clear, however, that extra hours and overtime pay are not to be incurred and the safety
6 and instruction of students is of primary importance and cannot be compromised.

7
8 **Section 5.2.**

9 No employee shall be required to work more than five (5) consecutive hours without an unpaid lunch
10 period of thirty (30) minutes. Lunch periods shall be regulated so as not to interfere with the District's
11 daily work schedule. Rest periods of fifteen (15) minutes shall be provided for each four (4) hours of
12 working time. No employee shall be required to work more than four (4) hours without a rest period,
13 except where the nature of the work allows employees to take intermittent rest periods equivalent to
14 fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

15
16 **Section 5.2.1.**

17 Lunch period is the employee's private time. Employees shall be free to leave their assigned
18 campus during lunch periods, provided that they comply with appropriate sign-out procedures.

19
20 **Section 5.3.**

21 Maintenance employees called back to the District for additional service on regular working days shall
22 receive a minimum of two (2) hours pay per call back at one and one-half (1.5) times their base hourly
23 rate, including travel time. This applies regardless of the number of hours the employee has worked on
24 the particular day. The employee will also be reimbursed for his/her round-trip mileage between home
25 and the work site. This shall apply to employees called in to work on a Saturday, regardless of whether
26 the employee worked 40 hours during the preceding week. For example, if an employee works one (1)
27 hour on a call back, he/she shall be paid for two (2) hours at one and one-half (1.5) times his or her base
28 hourly rate. If an employee works three (3) hours on a call back, he or she shall be paid for this actual
29 time worked at one and one-half (1.5) times his or her base hourly rate. Such employees who are required
30 to work on their day of rest as defined in Section 5.1 shall be paid at one and one-half (1.5) their base
31 hourly rate regardless of whether the work is scheduled in advance.

32
33 **Section 5.4.**

34 All maintenance employees called back for duty on a paid holiday or Sunday shall receive compensation
35 at the rate of two (2) times his or her base hourly rate, pursuant to the same provisions above mentioned
36 with regard to call back on a regular working day. This shall apply regardless of whether the employee
37 worked 40 hours during the preceding week.

38
39 **Section 5.5.**

40 Call back shall be defined as follows: When employees report for work and have been sent home or have
41 completed their normal working day, it shall be considered that they have completed a day's work and
42 they shall receive the overtime rates above mentioned, if they are called back later to work during that day
43 or evening. Maintenance staff who are on the official list to receive alarm calls at home will document
44 the actual time that they spend at home responding to alarm calls when they report to work on their next
45 regularly scheduled day. During that same week, the maintenance employee will, with the approval of the
46 supervisor, take off a minimum of 15 minutes, or the actual time spent on the phone due to the alarm call,
47 whichever is more. This only applies when the employee takes a call and does not report to a work site.
48 The call-back language applies when the employee reports to a work site.

1 **Section 5.6.**

2 Employees requested to work a shift regularly filled by a higher classification employee shall receive
3 compensation equal to the employee in the higher classification, based upon the replacement employee's
4 experience step. For nutrition services employees, to receive the higher classification compensation the
5 employee must work at least one hour for an absent employee in a higher classification.
6

7 **Section 5.7.**

8 Employees shall work only their regularly scheduled shifts; any additional time must be approved in
9 advance of work by the responsible supervisor and employees shall be compensated at the appropriate
10 rates for all time worked. Employees will be permitted, with the prior approval of the building principal
11 or immediate administrator, to adjust their hours during non-student contact time.
12

13 **Section 5.7.1.**

14 In recognition that Head Start/ECEAP teachers have job duties which extend beyond their regular
15 work schedules, such employees shall have access to "flex time" with prior approval of the
16 employee's immediate administrator. Flex-time is defined as hour for hour compensation for time
17 worked outside the regular daily work schedule but less than 40 hours per week. Accrued flex-
18 time shall be exhausted by the end of the calendar quarter in which the flex-time is earned. Any
19 unused flex-time shall be liquidated by the end of the quarter. No employee shall be required to
20 flex student attendance time and no employee shall be expected to flex time which they have no
21 realistic opportunity to use. The date when flex time is to be used shall be mutually agreed by the
22 employee and employer.
23

24 **Section 5.8.**

25 Effective January 1, 1998, all hours worked in excess of forty hours per week shall be compensated at the
26 rate of one and one-half (1.5) times the base hourly rate. "Hours worked" means hours actually worked
27 and does not include any paid time off (such as vacation days or sick leave days) except for holidays.
28

29 **Section 5.9.**

30 All nutrition services employees will work on the week day immediately preceding the first day of school
31 and if that occurs prior to Labor Day, the employees will be paid for the holiday consistent with Section
32 6.1.1.
33

34 If the District elects to serve lunch on the last day of the student instructional year, all impacted Nutrition
35 Services employees will be allocated up to three (3) additional hours (on time sheets) to complete end-of-
36 year cleaning.
37

38 **Section 5.10.**

39 Those employees working less than eight (8) hours per day shall receive a minimum of two (2)
40 hours pay for call back times their base hourly rate, including travel time for hours under eight (8)
41 hours per day or forty (40) hours per week. Hours over eight (8) hours per day or forty (40) hours
42 per week shall be paid as stated in Section 5.3.
43

44 **Section 5.11. Extra Hours for Paraeducators.**

45 Prior to the first student day, paraeducators shall be authorized to work three (3) hours at times set by the
46 building administrator to attend staff meetings/ prepare for the upcoming school year. This work shall be
47 optional and if occurring before Labor Day, shall not make the employee eligible for holiday pay.
48

During the course of the school year, each paraeducator will be provided with the option of working up to four (4) additional hours to attend building functions (i.e., open house, library night, etc.), building meetings and building/Agreement training. This time should be arranged in conjunction with the employees' supervisors and must be documented on a form provided by the District in order to receive payment. It is the paraeducator's responsibility to ensure that he/she works the time so as not to incur any overtime liability.

Provided the state grants the District's request for waiver days and that such waiver days actually occur, such waiver days shall be used for professional development, provided one (1) of the waiver days will be added to the four (4) hours of time each paraeducator receives based upon that paraeducator's regular work day. For example, a paraeducator who is employed to work four (4) hours per day as a paraeducator will receive a total of eight (8) hours of additional time to be worked as described above. A paraeducator who is employed to work six (6) hours per day as a paraeducator will receive a total of ten (10) hours of additional time to be worked as described above.

In the event of a replacement levy loss or if the Legislature amends and/or abolishes I-728 or I-732, the parties will meet to discuss the feasibility of continuing this extra time.

Section 5.12. Health Technicians/LPN's.

Health Technicians and LPNs shall work three days before school begins and one (1) day at the end of the year. Either party may re-open negotiations on the subject of Health Technician/LPN daily assigned hours of work. These days shall be incorporated into the work year calendar of such employees.

Section 5.13. Head Start

Two (2) additional non-student contract days will be added to Head Start work year calendars, to be added prior to the first day of student contact time.

ARTICLE VI

HOLIDAYS AND VACATION

Section 6.1. Holidays.

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

- | | |
|--------------------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr.'s Birthday | 8. Veterans' Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Friday of Spring Vacation* | 10. Day after Thanksgiving |
| 5. Memorial Day | 11. Christmas Eve* |
| 6. Independence Day* | 12. Christmas Day |

*Twelve (12) month employees only.

Section 6.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked on their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence shall be eligible for pay for such

unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays or an emergency as defined in Section 7.1.1. If an employee was prevented from working on either of such shifts as a result of an unscheduled District or school closure, the employee shall be paid for the holiday.

Section 6.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1.5) times their base rate for all hours worked on such holidays.

Section 6.1.3.

If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the following Monday.

Section 6.2. Vacation for Full-Time Employees.

Each employee shall be granted ten (10) days of paid vacation per year, provided that upon completion of the fourth year of service, each employee shall be granted fifteen (15) days paid vacation per year, and upon completion of the tenth year of service each employee shall be granted twenty (20) days paid vacation per year, and upon completion of the fifteenth year of service each employee shall be granted twenty-one (21), and upon completion of the twentieth year of service each employee shall be granted twenty-three (23) days of paid vacation per year. It is mutually agreed that vacation shall be prorated for an employee's first year of employment in order to establish September 1 as the service date for purposes of computation.

Section 6.2.1.

It is also mutually agreed that vacations shall be scheduled at the request of the employee, unless such vacation time would disrupt the normal activities of the school district. An employee may carry over from one year to the next up to one year's accrual of vacation.

Section 6.2.2.

No employee may retire with more than thirty (30) days of vacation credit.

Section 6.3. Vacation For Employees Working Less Than 12 Months.

Vacation pay for employees working less than 12 months has been converted to a cash value and added to the base hourly rate on the attached salary schedules (paraeducators, health room technicians, LPNs, nutrition services, security, and Head Start/ECEAP teachers) at the conversion rates noted on the schedules.

ARTICLE VII

SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, LEAVE OF ABSENCE

Section 7.1. Sick Leave.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal work shift. A doctor's certificate of a disability is required for illnesses or injuries lasting more than five (5) consecutive working days, but may be requested by the school district for illness, regardless of the length of absence from work. This will usually not be requested until after the third consecutive work day. Consistent with state law, an employee may also use his/her sick leave to care for: (a) his/her child with a health condition that requires treatment or supervision; or (b) his/her spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

Section 7.1.1.

Regular employees shall be allowed to use a maximum of five (5) days of sick leave per year for an emergency. An emergency is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the well-being or the property of the employee, or for the serious illness of a member of the immediate family, defined as parent, spouse, domestic partner, child, sibling, mother-in-law, father-in-law, grandparent, grandchild, or aunt, uncle, niece, and nephew living in the employee's household. The emergency must be of such a nature that preplanning is not possible, or could not relieve the necessity for the employee's absence. Inclement weather, including a snow storm which results in the closing of schools, is not normally considered an emergency except in unusual circumstances which otherwise fit the definition of emergency, as determined by the employee's supervisor. The approval of the immediate supervisor and reason for the absence shall be submitted on a time sheet.

An employee may use accrued sick leave to care for his/her spouse who is hospitalized with a serious health condition and to care for a spouse who has been released from the hospital and who requires the employee's care and/or supervision, as certified by the spouse's physician.

Section 7.1.2. Sick Leave Cash Out.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she may cash out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

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 (1) day's current monetary compensation of the employee for each four (4) full day's accrued sick leave for illness or injury not to exceed a maximum accumulation of one hundred eighty (180) days.

1 *For the purpose of this provision, retirement shall be defined as when an employee is eligible to
2 receive benefits under Public Employees' Retirement System (PERS) and School Employees'
3 Retirement System (SERS).
4

5 **Section 7.2. Bereavement Leave.**

6 Regular employees shall be allowed a maximum of five (5) working days leave with pay to attend the
7 funeral or make arrangements for same in the event of a death in their immediate family. Immediate
8 family is defined as parent, step-parent, spouse, child, step-child, sibling, grandparents, grandchild,
9 mother-in-law, father-in-law, brother or sister in law, or domestic partner. A maximum of five (5)
10 working days of leave with pay will be allowed to attend the funeral or make arrangements for same in
11 the event of a death of the employee's aunt, uncle, niece, or nephew if the aunt, uncle, niece, or nephew
12 are living in the employee's household. One (1) day shall be allowed to attend the funeral of another
13 relative or close personal friend.
14

15 **Section 7.3.**

16 Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a
17 witness in a judicial or administrative tribunal, the District shall grant to such employee a leave of absence
18 for each day he shall be required to serve in such capacity. The employee shall notify the District of the
19 fact that he has been called for such service immediately after he has been apprised. The employee shall
20 present his or her supervisor with written evidence that he or she has been called for such duty. The
21 period of time the employee is on leave of absence for such service shall be considered in all respect as
22 time spent in the normal employ of the District. Employees may retain daily juror stipends that are
23 defined by state law as "reimbursement," provided, if jurors ever receive any salary or compensation for
24 jury service, or if the state auditor subsequently determines that jury stipends must be repaid, the District
25 shall have the right to collect them.
26

27 **Section 7.4.**

28 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
29 time as the employee and her medical advisor deem necessary. Such leave shall be granted as provided
30 by WAC 162-30-020. Employees desiring leave beyond the period of disability for maternity may apply
31 for a leave of absence pursuant to Section 7.5.
32

33 **Section 7.4.1. Adoption Leave.**

34 An employee who adopts a pre-teen child or whose spouse gives birth shall be entitled to utilize
35 up to five (5) days of sick leave. In addition, an employee who is not eligible for FMLA shall be
36 eligible for up to ten (10) work days of leave without pay. Leave taken under this section is
37 separate and distinct from Section 7.1.1.
38

39 **Section 7.5.**

40 An employee may apply for a leave of absence not to exceed one (1) year. Such leaves are at the total
41 discretion of the District. Requests for leave of absence must be submitted in writing to the Director of
42 Human Resources, stating the date the leave is to begin and the date the employee will return to work.
43

44 **Section 7.6.**

45 The returning employee will not necessarily be assigned to the identical position occupied before the
46 leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee
47 shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave

of absence was approved. When no equivalent vacancy exists, the employee may apply for any existing vacancy.

Section 7.7.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

Section 7.8.

Any employee who is injured while performing their duties for the Agreement shall be granted a leave of absence on a year-to-year basis. They shall be entitled to reinstatement to the position, or equivalent, at the time of the injury. Employees who are injured on the job may obtain additional information on workers compensation from the Payroll Department.

Section 7.9.

Employees may also be eligible for Family and Medical Leave consistent with the requirements of District Policy (available online at District's website).

Section 7.10. Personal Leave.

Upon initial hire into the bargaining unit in a regular position (includes temporary positions, does not include substitute positions) an employee shall be credited with one (1) day of personal leave per year. Employees who have been employed in a regular position for at least three (3) years shall be eligible for a total of two (2) personal leave days per year.

- A. The purpose of the leave is to take care of personal matters which cannot be taken care of outside the workday.
- B. Such leave cannot be taken during the first week or last week of the school year.
- C. Such leave will not be used to extend a holiday or non-work day unless written approval is provided by the Human Resources administrator.
- D. For nutrition services and maintenance employees, the leave must be arranged with the Department supervisor at least two (2) work days in advance of the leave and no more than one (1) employee will be allowed to take the same day off, unless the supervisor determines that doing so will not adversely impact services.
- E. Paraeducators are required to report their absence to the automated substitute system at least two (2) work days in advance of their requested leave. Only two (2) elementary and two (2) secondary paraeducators will be authorized to be out on personal leave on the same day.

If an employee does not use his/her personal leave day, he/she may cash-out one unused personal leave day after June 1 and receive his/her regular rate of pay for the day or carry forward one (1) day of personal leave up to a maximum of two (2) accrued days. An employee who has accumulated more than one (1) personal day may not use more than one (1) day at a time without prior authorization from the employee's building principal or immediate administrator. A request for cash-out must be made by the end of the school year. If an employee is permitted to take personal leave in a half-day increment, the remaining half day shall be available for cash-out or for use by the employee as otherwise provided in this section. Forms will be available online after June 1st.

Personal leave shall be credited September 1 and shall be pro-rated for employees hired after September 1.

ARTICLE VIII

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 8.1.

An employee's seniority date and probationary period, as provided for in Section 8.2, shall begin on the date that the employee is assigned continuous daily employment as affirmed by the Board. Nothing contained herein shall include casual, relief or substitute employees.

Section 8.2.

Each new hire shall remain in a probationary status for a period of not more than seventy-five (75) days of work following the hiring date. During this probationary period, the District may discharge such employee without recourse. Such discharge is not subject to the grievance procedure. Employees will not be granted a transfer to another position within the bargaining unit during the probationary period, unless an exception is granted by mutual agreement between the District and the Union.

Employees who apply for and are transferred to a new position within their classification (i.e., transfer to a different paraeducator or nutrition services position within school or at different school) or within the bargaining unit will serve a trial period of 60 work days. During this 60-day trial period, if the employee's performance does not meet expectations, the District may transfer the employee back to his/her prior position if the position still exists and has not been filled by an employee (does not count as "filled" if position held by a substitute). If the position no longer exists or has been filled as described above, the employee will be placed on the re-employment list for recall pursuant to Section 8.11. The employee may elect to voluntarily revert to his/her former position if he/she makes a written request to do so within fifteen (15) calendar days of beginning the new position, provided the former position still exists and remains vacant (a position is "vacant" if filled by a substitute). Employees will be advised of their right to voluntarily revert to their prior position in the memo sent by Human Resources addressing their change in positions. Employees will not normally be granted a transfer to another position with the same rate of pay during this sixty (60) work day trial service period unless the transfer represents a gain of one (1) daily hour of time or more, or unless otherwise agreed by the District.

Section 8.3.

Upon completion of the probationary period, the employee shall be granted seniority retroactive to his or her last date of hire.

Section 8.4.

The seniority rights of an employee shall be lost for the following reasons:

1. Resignation;
2. Discharge for any reasons contained in this Agreement;
3. Retirement; or
4. Change in job classification within the bargaining unit, as hereinafter provided.

Section 8.5.

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

1. Time lost by reason of industrial accident, industrial illness or jury duty;
2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
3. Time spent on other authorized leaves of absence, not to exceed one year.

Section 8.6.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

For purposes of reduction in force, Head Start / ECEAP teachers and assistant teachers shall be considered within the Paraeducator general job classification. In determining whether a more senior Head Start / ECEAP teacher should displace a less senior paraeducator due to having substantially equal or greater qualifications, performance, or ability under Section 8.7, the District may consider the employee's training or experience in curriculum and assessments, as well as experience working with specific age groups.

Section 8.7.

The employee with the earliest hire date shall have preferential rights regarding shift selection and vacations. The employee with the earliest hire date shall have preferential rights regarding promotions, filling of job assignment vacancies and layoffs when qualifications, ability and/or performance are substantially equal with those individuals junior to him/her. If the District determines that seniority rights should not govern because a junior employee possesses qualifications, ability and/or performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

Section 8.7.1.

Seniority rights shall not apply with respect to promotions and filling of job assignment vacancies for maintenance employees or for paraeducators who are employed to work with (an) individual student(s).

Section 8.8.

Within fifteen (15) working days of being apprised of an opening, the District will (1) post the position, (2) notify PSE of its intent not to post the position, or (3) provide information on why neither decision has been made and an expected timeline for making this decision. The District shall publicize for a minimum of ten (10) calendar days by written posting the availability of open positions.

Section 8.8.1.

Summer school paraeducator positions shall be posted as soon as possible after the District determines what positions are needed.

Section 8.8.2.

Up to two (2) hours may be added to a current paraeducator's work schedule without posting the hours. Such assignments will be based upon the following considerations: the needs of the student(s) being served, current or previous work with a particular student, the needs of the program, skills, training and experience of the staff members, scheduling factors, and the ability to provide continuity of support. When two or more paraeducators are substantially equal with regard to the above-listed factors, the job will be awarded on the basis of seniority. Should no employee in-building be interested in the position it shall be posted Agreement-wide. Any position consisting of more than two hours shall be posted Agreement wide and shall follow the regular posting and hiring procedures. The parties recognize that such added hours are subject to elimination or reduction, and as such shall not trigger the provisions of Section 8.8.2.1.

1 **Section 8.8.2.1**

2 When the number of available para educator hours allocated to a building is reduced, the
3 assignment of hours within the building shall be based upon the following considerations:
4 the needs of student(s) being served, current or previous work with particular student(s),
5 the needs of the program, skills, training and experience of the staff members, scheduling
6 factors, and the ability to provide continuity of support. When two or more para educators
7 are substantially equal with regard to the above listed factors, the assignment of hours will
8 be allocated on the basis of seniority, provided the reduction in hours exceeds 15 minutes
9 or more per day. A partial loss of hours is not considered a “displacement,” layoff or
10 reduction-in-force under Section 8.10.

11
12 The application of this section may result in hours being reallocated from a less senior
13 employee to a more senior employee, but will not result in a less senior employee losing an
14 entire position. A “position” for purposes of this section is the total number of regular para
15 educator hours assigned to an employee.

16
17 **Section 8.8.3.**

18 Up to one (1) hour may be added to a current nutrition services employee's work schedule without
19 posting the hours. Such assignments will be made based upon the following considerations:
20 program needs, skills, training and experience of staff members and scheduling factors. When two
21 or more nutrition services employees are substantially equal with regard to the above-listed
22 factors, the job will be awarded on the basis of seniority. Should no employee in-kitchen be
23 interested in the position it shall be posted Agreement-wide. The parties recognize that such
24 added hours are subject to elimination or reduction.

25
26 **Section 8.9.**

27 Positions which become available shall be posted Agreement wide pursuant to the above-mentioned
28 sections. Should a building receive building-based grant monies specific to a new or ongoing building
29 program that leads to the addition of hours within that building, those hours shall be posted in-building
30 only and awarded to the employee either associated with the program or the employee with the greatest
31 skill and ability to perform the function. If no in-building employee is interested in or qualified for the
32 position, the regular posting and hiring processes will apply.

33
34 **Section 8.10.**

35 Employees who are displaced from their regular positions (due to reduction in force, position elimination,
36 loss of grant funding position, etc.) will have the right to be placed in a comparable position, subject to
37 the provisions of Section 8.7. For purposes of this section, “comparable” positions shall mean positions
38 which are at the same pay grade, position status (i.e. regular or temporary), and having the same or greater
39 hours.

40
41 When offering positions to employees who have been notified their regular position is being eliminated or
42 being displaced by another employee, the order of offers shall be as follows:

43
44 Step 1: Comparable open position(s) for which the employee is qualified;

45 Step 2: When no comparable open position exists, employees shall be placed in a comparable position
46 held by the least senior employee;

47 Step 3: If no comparable position is identified in Step 2 above, the employee shall have the option of
48 being placed into a position that is closest in comparability to the one previously held;

Step 4: If no option exists in Steps 1 & 2 or the employee accepts or rejects an offer to be placed in a less than comparable position, such employee will be considered in layoff status and will remain in layoff status for up to 18 months until they apply for and are granted another position.

Section 8.10.1.

Employees on layoff status shall file their address in writing with the Human Resources Office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 8.11.

An employee shall forfeit rights to reemployment as provided in Section 8.10 if the employee does not comply with the requirements of Section 8.10.1 or if the employee does not accept the offer within five (5) calendar days.

Section 8.12.

An employee on layoff status who rejects an offer of reemployment forfeits seniority and employment benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE IX

DISCHARGE OF EMPLOYEES

Section 9.1.

The District may discipline and discharge any employee subject to this Agreement for justifiable cause.

Section 9.2.

The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement.

Section 9.3. Notification to Non-Annual Employees.

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 9.3.1.

Should the District decide to discharge any non-annual employee at the end of the academic year, the employee shall be so notified in writing prior to the expiration of the employee's work year, except in case of a program discontinuance, then the District shall give two (2) weeks written notice which will not have the academic year requirement.

Section 9.3.2.

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.

Section 9.3.3.

Nothing contained in this Section shall in any regard limit the operation of other sections of this Article.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE X

INSURANCE AND RETIREMENT

Section 10.1.

Medical as funded and allocated by State less the retirees' carve-out deducted for retirees unless different benefits are negotiated for any other bargaining unit in the District. In that case, if those other benefits are more favorable, those same benefits shall be afforded the union and incorporated into the Agreement. In order to qualify for medical insurance benefits, the employee must meet the threshold established by the insurance carrier. Information on coverage thresholds is available through payroll and will be made available for review through the District's website.

The District will contribute the state health care allocation and the retiree carve-out, provided the carve-out does not exceed seventy-five dollars (\$75) per month for each full-time bargaining unit member. Staff working less than 1.0 FTE will receive a pro rata share of the state allocation and a pro rata share of the seventy-five dollars (\$75.00).

If the District's maintenance and operations levy does not pass, the parties agree to re-open negotiations on the carve-out.

Section 10.1.1. Insurance Pool.

Any amount of an employee's insurance allocation that is not used by the individual employee shall be allocated to an insurance pool. Beginning with the end of the month paycheck in November, the District shall estimate the anticipated amount the insurance pool will generate for the fiscal year divided by the number of months remaining in the fiscal year. One-hundred percent (100%) of the estimated amount shall be allocated to employees whose individual allocation was not sufficient to pay his/her full insurance package requested under Section 10.1. The amount shall be allocated equally to each employee within the four (4) classifications up to the cost of his/her insurance program and shall be divided among employees working less than a full-time equivalent based upon their percentage of employment. A full-time equivalent for insurance benefit purposes is 1440 hours. The District reserves the right to recalculate the allocation of the insurance pool contributions throughout the year to avoid exceeding the maximum amount allocated and appropriated by the State for the District insurance benefits payable to employees.

Section 10.2. Insurance Committee

The District will establish a healthcare committee and PSE shall have a member on the committee. The Committee shall have input into choices in health care options prior to their adoption by the District.

ARTICLE XI

TRAINING

Section 11.1. Vocational Training.

In the mutual interests of the District and Association, the District may at its sole discretion, cause funds to be available which may be used by employees subject to this Agreement for vocational improvement. Mandatory/employer directed training will generally be accomplished during an employee's regularly scheduled hours. The District will annually survey PSE members for input on training needs.

1 **Section 11.2.**

2 Such funds may be utilized for the following purposes, without limitation:

3
4 **Section 11.2.1.**

5 Salary and reimbursement for employees subject to this Agreement to attend recognized
6 vocational courses within a radius of one hundred (100) miles.

7
8 **Section 11.2.2.**

9 Expenses and materials to establish courses of study within the confines of the District which
10 would be of mutual benefit to the employee and the District.

11
12 **Section 11.2.3.**

13 Purchase of recognized vocational courses from local, State, or National Educational Institutes
14 which would improve the potential of employees subject to this Agreement.

15
16 **Section 11.3.**

17 Employees who attend teacher in-service or instructional improvement sections closely related to their
18 employment, outside of regular hours, shall be compensated at their regular wage for all hours in
19 attendance, if approved by the building principal or immediate administrator.

20
21 **Section 11.4. Training.**

22 The District agrees to provide in-service training on kitchen safety to all new Nutrition Services hires and
23 Nutrition Services substitute employees.

24
25 **Section 11.5. Restraint Training.**

26 Employees will be made familiar with District policy on dealing with student restraint. If the District
27 requires employees to use restraint techniques, the District will train the employees appropriately. When
28 such training is required, employees will be compensated for time spent in training.

29
30 **Section 11.6. First Aid and HIV Training.**

31 The District shall have the right to require new and represented substitute employees to attend unpaid HIV
32 and/or First Aid training as a condition of employment. The Agreement shall pay the cost of the classes
33 and maintains the right to provide or direct employees as to where and how the training will occur.

34
35 **Section 11.6.1.**

36 The District shall have the right to require employees holding certain positions to maintain First
37 Aid and CPR certification. For employees holding such positions, the Agreement will provide the
38 training on paid time.

39
40 **Section 11.7. Information Technology A+ Certification Training.**

41 The District will pay for training materials and cost of passing test for Information Technology employees
42 who do not currently have A+ certification.

ARTICLE XII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 12.1.

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 12.2.

All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement. Employees who were non-members of the Association as of September 1, 1989 shall not be covered by the terms of this section.

Section 12.3.

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 such employee 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 pay to the Association each month a service charge as a contribution towards the administration of the Agreement in an amount equal to the regular monthly dues, less assessments. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 12.4.

Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.

Section 12.5.

The District will notify the Association of all new hires within ten (10) working days 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 12.6.

Nothing contained in this Agreement shall 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 shall 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 RCW 41.56.122.

Section 12.7. Check-off.

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 on a monthly basis.

Section 12.7.1.

Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee and remit to the appropriate location either

1. The monthly amount of dues or agency fees certified by the secretary of Public School Employees of Washington (PSE);
2. An amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations Commission (PERC)
3. Local dues in accordance with the employee's written dues deduction authorization.

Section 12.7.2.

PSE will indemnify and hold the District harmless from any action taken with respect to this provision.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.1.

If there has been a violation of a specific provision(s) of this Collective Bargaining Agreement, the employee shall take the matter up with his or her immediate supervisor within ten (10) working days following the date the violation occurred. If the matter is not satisfactorily resolved, the employee may proceed to Step One of the formal grievance procedure.

Section 13.1.1.

Step One

The aggrieved employee shall present the facts concerning the matter in writing, stating the provision(s) allegedly violated, to the appropriate administrator, as defined in this section:

Maintenance:	Assistant Director of Maintenance
Information Technology:	Executive Director for Information Technology
Para-ed/Health Tech/LPN/Security:	Building Principal
Nutrition Services employees:	Director of Nutrition Services
Head Start/ECEAP employees:	Assistant Director of Early Learning

This shall be done within twenty (20) working days following the date of occurrence of the grievance. The appropriate administrator shall respond in writing within ten (10) working days. If the employee is not satisfied or the matter not resolved, the employee may proceed to Step Two. Association representatives may help the employee at Step One and beyond.

1 **Step Two**

2 The employee, with the help of the shop steward or union representative, may submit the matter in
3 writing to the human resources administrator within ten (10) working days of receipt of the written
4 response from the appropriate administrator. Within fifteen (15) working days following
5 submission of the written grievance, the office of the human resources administrator shall convene
6 a grievance meeting and thereafter, the employer shall submit a written answer to the Association
7 and the aggrieved employee. This meeting requirement may be waived by mutual agreement. If
8 the employee is not satisfied and the matter is not resolved, the employee may proceed to Step
9 Three.

10
11 **Step Three**

12 If the grievant is unsatisfied with the disposition in Step Two of the grievance procedure, the
13 grievant may, within thirty (30) working days, and with the consent of the Association, submit the
14 matter to arbitration. Fifteen (15) days' notice of intent to arbitrate shall first be provided to the
15 District in writing.

16
17 Any grievance relating to interpretation or application of the specific provision(s) of the
18 Agreement may be submitted to arbitration unless excluded by the other provisions of the
19 Agreement or this Article.

20
21 To effectuate arbitration, the Association shall request within the thirty (30) working days a list of
22 seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list
23 of arbitrators, representatives of the District and the Association shall, within ten working days,
24 meet to select an arbitrator from said list. The selection shall be made by alternately removing one
25 name at a time from the list. The two parties shall decide on order of first removal by the flip of a
26 coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

27
28 The scope of the arbitrator's authority shall be limited to grievances arising from specific
29 provisions of the Agreement and the arbitrator shall be without authority to add to, subtract from,
30 or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to
31 make any decision which requires the commission of an act prohibited by law.

32
33 The arbitrator shall render his or her decision with sixty (60) calendar days following the
34 conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall
35 have fifteen (15) working days from the date of the hearing in which to submit such briefs.

36
37 Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost
38 (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

39
40 The decision and/or award shall set forth the arbitrator's finding of fact, reasoning and conclusions
41 on the issues submitted and shall be final and binding on all parties.

42
43 **Section 13.2.**

44 The grievant shall have the right to have an Association representative present during the formal
45 discussion in Steps One, Two and Three. Such discussion shall not interfere with the employee's normal
46 duties.

Section 13.3.

Nothing contained herein shall be construed to prevent any employee from processing his/her own grievance through Step Two without Association representation. However, the District shall give the Association the opportunity to be present at any formal step of the grievance procedure and make its views known.

Section 13.4.

Grievance hearings shall be held at reasonable times and places that do not conflict with the working day unless otherwise mutually agreed. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived.

Section 13.5.

Termination of probationary employees as defined in this Agreement for any reason is not subject to the grievance procedure.

Section 13.6.

Time limits as set forth in this Article may be extended by mutual agreement. Grievances not proceeding within the time limits set forth in this Article shall be waived and considered null and void, except if the District has not complied with the time limits set forth herein, the grievance shall automatically proceed to the next step of the grievance procedure.

ARTICLE XIV

TRANSFER OF PREVIOUS EXPERIENCE

Section 14.1.

Any new hire who is hired to perform work similar to that in which he/she was previously engaged, may be given longevity credits in the District in accordance with this Article.

Section 14.2.

At the discretion of the superintendent or his/her designee, a new employee may be allowed a maximum of four (4) years credit on the appropriate salary schedule for school-related experience in previous employment. This action is to be taken at time of employment only.

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. Substitute employee's salary on the 31st day are also included in Schedule A.

1 **Section 15.1.1.**

2 Incremental step movements, where applicable, shall take effect September 1 of each year during
3 the term of this Agreement, provided the employee worked in the classification at least two-thirds
4 (2/3) of the preceding contract year.

5
6 **Section 15.1.2.**

7 Effective September 1, 2017: Wages shall be as set forth in the attached wage schedule, which
8 reflects the following adjustments from the 2014-17 collective bargaining agreement in addition to
9 the state-funded COLA of 2.3%:

10
11 Paraeducators: 5%
12 Nutrition Services: 5.625%
13 Trades (all): 8.915% + COLA
14 Health Services (LPNs & Health Technicians): 9%
15 Head Start/ECEAP: 4.775%
16 Security: 9.75%
17 Information Technology: 1.25%

18
19 Effective September 1, 2018: All wages on Schedule A will be increased by the state-funded
20 inflationary adjustment.

21
22 Effective September 1, 2019: All wages on Schedule A will be increased by the following
23 amounts plus any state-funded inflationary adjustment:

24
25 Paraeducators: 4%
26 Nutrition Services: 4.375%
27 Trades (all): 5.415%
28 Health Services (LPNs & Health Technicians): 6%
29 Head Start/ECEAP: 3.875%
30 Security: 7.25%
31 Information Technology: 3.75%

32
33 The wage provisions of this Agreement may be reopened at the request of the District or PSE for
34 2019-20, based upon the impacts of HB 2242 or any additional legislation that may be passed in
35 the interim.

36
37 **Section 15.1.2.1. Longevity.**

38 The longevity pay set forth on Schedule A shall remain in effect for the term of this
39 Agreement, as follows: Employees at Step 10 – 10 years of service shall receive a
40 longevity bonus of \$0.50/hr. in addition to the regular wage and employees at Step 15 – 15
41 years of service shall receive a longevity bonus of \$1.00/hr in addition to the regular wage.

42
43 **Section 15.1.3.**

44 In calculating an employee's longevity for purposes of vacation and the hourly longevity increase,
45 the District will use the date the employee was hired by the District in a regular position (includes
46 temporary positions, does not include substitute positions). If a person's employment has been
47 interrupted by a work-related injury or a lay-off, that person's longevity will continue to accrue as

1 if there was no interruption of service. Longevity rights of an employee shall be lost for the
2 following reasons:

- 3
- 4 A. Resignation,
- 5 B. Discharge or
- 6 C. Retirement.
- 7

8 **Section 15.1.3.1.**

9 Employees who have worked for the District in another classification or another bargaining
10 unit as a regular employee (not as a substitute) must provide the Human Resources
11 Department with written notice of this fact. Otherwise, the employee waives the
12 opportunity to take advantage of this provision.

13

14 **Section 15.1.4.**

15 High-needs Paraeducators and Intervention Case Managers will be compensated from the “High
16 Needs/ICM” column of Salary Schedule A. The “High Needs/ICM” column shall be at 105
17 percent of the paraeducator instructional pay. These positions shall be posted as either High
18 Needs Paraeducators or Intervention Case Managers.

19

20 “High needs” paraeducators are special education paraeducators who, as a regular and continuing
21 part of their duties, (1) are assigned to Support Center classrooms (EBD/STRIDES self-contained
22 classrooms and Life Skills classrooms) or High Needs/Developmental Preschool classrooms, (2)
23 supervise and direct students in work experiences off of the school campus in a “job coach” role,
24 or (3) are assigned one-on-one to high-needs students in the general education environment.

25

26 For purposes of defining 1:1 paraeducators assisting high-needs students in the general education
27 environment, “high needs” means paraeducators who assist students with Individualized
28 Education Plans in the following ways: (1) paraeducators who provide assistance with toileting,
29 changing or with tube feeding/medical assistance for medically fragile students; and (2)
30 paraeducators assigned one-on-one to students whose IEPs or 504 plans contain emergency
31 response protocol, if the paraeducator is expected and trained to provide such interventions.

32

33 **Section 15.2.**

34 Salaries to be contained in the appropriate Schedule A shall be for the entire term of this Agreement,
35 subject to the terms and conditions of Section 16.2.

36

37 **Section 15.2.1.**

38 Any employee who changes job positions within their general job classification shall receive full
39 longevity credit regarding step placement on Schedule A.

40

41 **Section 15.3.**

42 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter hour.

43

44 **Section 15.4.**

45 Any employee required to travel from one job site to another during working hours as a condition of that
46 position shall be eligible to use an available District automobile, or be reimbursed mileage based on the
47 current District mileage rate.

Section 15.5. Professional Development Plan.

The District and PSE value professional development and would like to encourage and reward employees who seek job-related education and training. Employees will be recognized for successfully completing job-related training and education by enhancing their hourly wage as follows:

Nutrition Services Employees

Nutrition services employees who complete the SNA certification process will receive increased compensation as indicated below during each year that they have received or maintained their certification. Salary schedule increases shall be effective September 1 following the completion of the required courses provided that no later than August 31 of that year, the employee submit the following to Human Resources: (1) documentation certifying the successful completion of the required courses, and (2) a copy of the certification application the employee submitted to SNA. If an employee's certification from SNA is not received by the District by December 1, the employee's pay will be reduced consistent with the overpayment unless such delay of receipt is beyond the control of the employee. If an employee's certification lapses (as indicated on her/his SNA certificate), the employee's pay will be reduced and any overpayment will be deducted from the employee's pay warrant.

SNA Certification Compensation:

\$0.80/hour for Level I
\$1.10/hour for Level II
\$1.35/hour for Level III

Paraeducators

Paraeducators may earn additional compensation, in the amounts set forth below, for: (1) earning clock hours for classes taken through the ESD that specifically relate to being a paraeducator, (2) earning clock hours for training provided by the Franklin Pierce School District that specifically relate to being a paraeducator, and (3) earning college credits from accredited community colleges and universities in classes that specifically relate to being a paraeducator. To be eligible for the increases, at least 50 percent of the clock hours and/or classes must be earned AFTER September 1, 1997 and the other 50 percent must have been earned during 1992 or later. To receive credit, all clock hours and/or classes must be earned while employed by the District and all clock hours and/or classes must be job-related.

- 45 completed clock hours or 4.5 completed college credits = 5 cent per hour increase.
- 90 completed clock hours or 9 completed college credits = 10 cent total increase per hour.
- 135 completed clock hours or 13.5 completed college credits = 15 cent total increase per hour.
- 180 completed clock hours or 18 completed college credits = 25 cent total increase per hour.
- 225 completed clock hours or 22.5 completed college credits = 30 cent total increase per hour.
- 270 completed clock hours or 27 completed college credits = 35 cent total increase per hour.
- 315 completed clock hours or 31.5 completed college credits = 40 cent total increase per hour.
- 360 completed clock hours or 36.0 completed college credits = 45 cent total increase per hour.

Employees are strongly encouraged to submit requests for prior approval from Human Resources to ensure that classes are considered to specifically relate to being a paraeducator.

Credit can be earned when the employee is being reimbursed by the District for his or her time in attending the training.

1 **Maintenance Employees**

2 When maintenance employees are required as part of their job to attend training, they will be
3 compensated for their time attending the training. Additionally, the District will pay the cost for training.
4

5 **Section 15.5.1. Paperwork Requirements and Timing of Increase.**

6 Salary schedule increases shall be effective September 1 following the completion of the courses
7 provided that documentation certifying the successful completion of the course work is received
8 by Human Resources by August 1 of that year. Increases will only be made that one time during
9 the year. If an employee will be completing enough coursework to receive an increase before
10 September 1 but will not have documentation of completion by August 1, the employee must
11 submit a letter to Human Resources by August 1 which details the course title, the institution
12 offering the course, the date(s) of the course and when the employee anticipates receiving the
13 documentation demonstrating completion of the course.
14

15 **Section 15.5.2.**

16 It is the employee's responsibility to maintain documentation of clock hours and credits.
17 Employees may turn transcripts or clock hour forms in to Human Resources when they are eligible
18 for an increase.
19

20 **Section 15.5.3.**

21 In recognizing the importance of professional development, both the District and PSE recognize
22 that education and training may present as important considerations in the hiring process and may
23 justify a seniority bypass in appropriate cases.
24

25 **Section 15.6 Apparel Provided /Allocation.**

26 It is intended that the programs set forth in this Section will meet IRS requirements for non-taxable
27 reimbursement, and the District may make any changes necessary to ensure the plan remains compliant,
28 provided that the allocation amount remains the same.
29

30 **Section 15.6.1. Nutrition Services.**

31 The District will provide all Nutrition Services workers with access to an account to purchase
32 approved uniform work shirts or non-slip shoes which must be worn at work. Employees may
33 access up to \$300 for this purpose in 2017-18. New employees will also receive a \$300 allocation
34 upon hire as a regular employee. After this initial allocation, employees shall have access to \$100
35 per year for replacement items.
36

37 **Section 15.6.2. Maintenance.**

38 The District will provide all Maintenance workers with access to an account to purchase approved
39 uniform work clothing and/or protective footwear which must be worn at work. Each employee's
40 account shall be allocated \$500.
41

42 **Section 15.7. Direct Deposit.**

43 As of September 1, 1999, employees will be required to participate in a direct deposit program for pay
44 warrants. Upon written request and approval by the Fiscal Services Director, exceptions will be made for
45 appropriate cause for members of the bargaining unit employed as of August of 1999. There shall be no
46 limit on the number of times an employee may change direct deposit recipients. The District shall be
47 responsible for the accurate and timely transfer of deposits to the employee's financial institution.
48

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The term of this Agreement shall be September 1, 2017 to August 31, 2020.

Section 16.2.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 16.2.1.

The parties acknowledge that any payment of increments or salary increases shall be limited to the extent allowable by the State. If any action in this unit has the effect of placing the District in a non-compliance situation or in violation of State salary limitations, the parties shall reopen the contract to bring it into compliance.

Section 16.3.

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 16.4.

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 16.5.

In the event that either Section 16.3 or Section 16.4 is determined to apply to any provision of this Agreement, the parties shall renegotiate such provision, Section 16.6. notwithstanding.

Section 16.6.

This Agreement constitutes the entire Agreement between the parties concluding bargaining for its term, except as specifically provided in Section 16.2 and 16.5. All matters not covered herein shall be determined by the District, provided this Agreement may be altered, changed, added to, deleted from or modified only through the mutual written consent of both parties.

Signature Page

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

FRANKLIN PIERCE CHAPTER

BY: Renee Peebles
Renee Peebles, Chapter President

DATE: 10-6-17

FRANKLIN PIERCE SCHOOL
DISTRICT NO. 402

BY: Dr. Frank Hewins
Dr. Frank Hewins, Superintendent

DATE: 10/06/2017

Schedule A
PSE of Franklin Pierce
September 1, 2017 - August 31, 2018

	Sub	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10*	Step 15*
Maintenance Services								
Security	18.05	20.05	20.55	21.05	21.68	22.11	22.61	23.11
Grounds Maintenance	18.94	21.04	21.71	22.39	23.05	23.51	24.01	24.51
Warehouse Driver	19.17	21.30	21.94	22.64	23.32	23.79	24.29	24.79
General Maintenance	19.47	21.63	22.29	22.97	23.67	24.14	24.64	25.14
Carpenter	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90
Electrician	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90
HVAC	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90
Locksmith	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90
Painter	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90
Plumber	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90
Warehouse Coord	23.28	25.87	26.67	27.49	28.33	28.90	29.40	29.90

Temporary Summer Maintenance positions - \$11.00/hr and \$11.71/hr on 31st day.

Information Technology								
IT Support Specialist	20.19	22.43	23.68	24.93	26.20	27.47	27.97	28.47
Network/Systems Specialist	27.71	30.79	31.44	32.08	32.74	33.39	33.89	34.39

Nutrition Services								
Nutrition Services Asst III	12.53	13.92	14.30	14.72	15.29	15.96	16.46	16.96
<i>w/Level I SNA Certificate</i>	12.53	14.72	15.10	15.52	16.09	16.76	17.26	17.76
<i>w/Level II SNA Certificate</i>	12.53	15.02	15.40	15.82	16.39	17.06	17.56	18.06
<i>w/Level III SNA Certificate</i>	12.53	15.27	15.65	16.07	16.64	17.31	17.81	18.31
Nutrition Services Mgr II	12.53	15.07	15.52	15.83	16.75	17.42	17.92	18.42
<i>w/Level I SNA Certificate</i>	12.53	15.87	16.32	16.63	17.55	18.22	18.72	19.22
<i>w/Level II SNA Certificate</i>	12.53	16.17	16.62	16.93	17.85	18.52	19.02	19.52
<i>w/Level III SNA Certificate</i>	12.53	16.42	16.87	17.18	18.10	18.77	19.27	19.77
Nutrition Services Asst II	12.53	14.95	15.37	15.80	16.30	16.96	17.46	17.96
<i>w/Level I SNA Certificate</i>	12.53	15.75	16.17	16.60	17.10	17.76	18.26	18.76
<i>w/Level II SNA Certificate</i>	12.53	16.05	16.47	16.90	17.40	18.06	18.56	19.06
<i>w/Level III SNA Certificate</i>	12.53	16.30	16.72	17.15	17.65	18.31	18.81	19.31
Nutrition Services Asst I	12.53	15.96	16.47	16.93	17.76	18.57	19.07	19.57
<i>w/Level I SNA Certificate</i>	12.53	16.76	17.27	17.73	18.56	19.37	19.87	20.37
<i>w/Level II SNA Certificate</i>	12.53	17.06	17.57	18.03	18.86	19.67	20.17	20.67
<i>w/Level III SNA Certificate</i>	12.53	17.31	17.82	18.28	19.11	19.92	20.42	20.92
Nutrition Services Baker I	12.53	15.35	15.79	16.29	16.76		17.26	17.76
<i>w/Level I SNA Certificate</i>	12.53	16.15	16.59	17.09	17.56		18.06	18.56
<i>w/Level II SNA Certificate</i>	12.53	16.45	16.89	17.39	17.86		18.36	18.86
<i>w/Level III SNA Certificate</i>	12.53	16.70	17.14	17.64	18.11		18.61	19.11

<i>Nutrition Services Mgr I</i>	12.53	17.82	18.37	19.21	20.08	20.47	20.97	21.47
<i>w/Level I SNA Certificate</i>	12.53	18.62	19.17	20.01	20.88	21.27	21.77	22.27
<i>w/Level II SNA Certificate</i>	12.53	18.92	19.47	20.31	21.18	21.57	22.07	22.57
<i>w/Level III SNA Certificate</i>	12.53	19.17	19.72	20.56	21.43	21.82	22.32	22.82
<i>Cent Kitch Mgr 1</i>	12.53	19.61	20.20	21.13	22.09	22.51	23.01	23.51
<i>w/Level I SNA Certificate</i>	12.53	20.41	21.00	21.93	22.89	23.31	23.81	24.31
<i>w/Level II SNA Certificate</i>	12.53	20.71	21.30	22.23	23.19	23.61	24.11	24.61
<i>w/Level III SNA Certificate</i>	12.53	20.96	21.55	22.48	23.44	23.86	24.36	24.86

	Sub	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10*	Step 15*
<i>Paraeducator Instructor</i>								
<i>Base Rate</i>	14.29	15.88	16.32	16.80	17.58	18.44	18.94	19.44
<i>w/45 clock hours</i>	14.29	15.93	16.37	16.85	17.63	18.49	18.99	19.49
<i>w/90 clock hours</i>	14.29	15.98	16.42	16.90	17.68	18.54	19.04	19.54
<i>w/135 clock hours</i>	14.29	16.03	16.47	16.95	17.73	18.59	19.09	19.59
<i>w/180 clock hours</i>	14.29	16.13	16.57	17.05	17.83	18.69	19.19	19.69
<i>w/225 clock hours</i>	14.29	16.18	16.62	17.10	17.88	18.74	19.24	19.74
<i>w/ 270 clock hours</i>	14.29	16.23	16.67	17.15	17.93	18.79	19.29	19.79
<i>w/315 clock hours</i>	14.29	16.28	16.72	17.20	17.98	18.84	19.34	19.84
<i>w/360 clock hours</i>	14.29	16.33	16.77	17.25	18.03	18.89	19.39	19.89
<i>w/AA Degree</i>	14.29	16.63	17.07	17.55	18.33	19.19	19.69	20.19
<i>w/BA Degree</i>	14.29	17.13	17.57	18.05	18.83	19.69	20.19	20.69

<i>Assistant Teacher (Head Start)</i>								
<i>Base Rate</i>	14.29	15.88	16.32	16.80	17.58	18.44	18.94	19.44
<i>w/45 clock hours</i>	14.29	15.93	16.37	16.85	17.63	18.49	18.99	19.49
<i>w/90 clock hours</i>	14.29	15.98	16.42	16.90	17.68	18.54	19.04	19.54
<i>w/135 clock hours</i>	14.29	16.03	16.47	16.95	17.73	18.59	19.09	19.59
<i>w/180 clock hours</i>	14.29	16.13	16.57	17.05	17.83	18.69	19.19	19.69
<i>w/225 clock hours</i>	14.29	16.18	16.62	17.10	17.88	18.74	19.24	19.74
<i>w/ 270 clock hours</i>	14.29	16.23	16.67	17.15	17.93	18.79	19.29	19.79
<i>w/315 clock hours</i>	14.29	16.28	16.72	17.20	17.98	18.84	19.34	19.84
<i>w/360 clock hours</i>	14.29	16.33	16.77	17.25	18.03	18.89	19.39	19.89
<i>w/AA Degree</i>	14.29	16.63	17.07	17.55	18.33	19.19	19.69	20.19
<i>w/BA Degree</i>	14.29	17.13	17.57	18.05	18.83	19.69	20.19	20.69

<i>Para-Job Coach, ICM, High Needs</i>								
<i>Base Rate</i>	15.00	16.67	17.14	17.64	18.46	19.36	19.86	20.36
<i>w/45 clock hours</i>	15.00	16.72	17.19	17.69	18.51	19.41	19.91	20.41
<i>w/90 clock hours</i>	15.00	16.77	17.24	17.74	18.56	19.46	19.96	20.46
<i>w/135 clock hours</i>	15.00	16.82	17.29	17.79	18.61	19.51	20.01	20.51
<i>w/180 clock hours</i>	15.00	16.92	17.39	17.89	18.71	19.61	20.11	20.61
<i>w/225 clock hours</i>	15.00	16.97	17.44	17.94	18.76	19.66	20.16	20.66

w/ 270 clock hours	15.00	17.02	17.49	17.99	18.81	19.71	20.21	20.71
w/315 clock hours	15.00	17.07	17.54	18.04	18.86	19.76	20.26	20.76
w/360 clock hours	15.00	17.12	17.59	18.09	18.91	19.81	20.31	20.81
w/AA Degree	15.00	17.42	17.89	18.39	19.21	20.11	20.61	21.11
w/BA Degree	15.00	17.92	18.39	18.89	19.71	20.61	21.11	21.61

Para-Interpreter Tutors								
Base Rate	19.52	21.69	22.28	22.92	23.58	24.23	24.73	25.23
w/45 clock hours	19.52	21.74	22.33	22.97	23.63	24.28	24.78	25.28
w/90 clock hours	19.52	21.79	22.38	23.02	23.68	24.33	24.83	25.33
w/135 clock hours	19.52	21.84	22.43	23.07	23.73	24.38	24.88	25.38
w/180 clock hours	19.52	21.94	22.53	23.17	23.83	24.48	24.98	25.48
w/225 clock hours	19.52	21.99	22.58	23.22	23.88	24.53	25.03	25.53
w/ 270 clock hours	19.52	22.04	22.63	23.27	23.93	24.58	25.08	25.58
w/315 clock hours	19.52	22.09	22.68	23.32	23.98	24.63	25.13	25.63
w/360 clock hours	19.52	22.14	22.73	23.37	24.03	24.68	25.18	25.68
w/AA Degree	19.52	22.44	23.03	23.67	24.33	24.98	25.48	25.98
w/BA Degree	19.52	22.94	23.53	24.17	24.83	25.48	25.98	26.48

Health Tech & LPN								
Base Rate	15.17	16.85	17.33	17.84	18.51	19.27	19.77	20.27
w/45 clock hours	15.17	16.90	17.38	17.89	18.56	19.32	19.82	20.32
w/90 clock hours	15.17	16.95	17.43	17.94	18.61	19.37	19.87	20.37
w/135 clock hours	15.17	17.00	17.48	17.99	18.66	19.42	19.92	20.42
w/180 clock hours	15.17	17.10	17.58	18.09	18.76	19.52	20.02	20.52
w/AA Degree	15.17	17.60	18.08	18.59	19.26	20.02	20.52	21.02
w/BA Degree	15.17	18.10	18.58	19.09	19.76	20.52	21.02	21.52
LPN	20.98	23.31	23.97	24.83	25.32	26.10	26.60	27.10

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 10*	Step 15*
Head Start Teachers										
w/AA Degree*	21.04	21.46	21.89	22.34	22.79	23.25	23.71	24.17	24.67	25.17
w/BA Degree*	24.31	24.57	25.07	25.57	26.06	26.59	27.13	27.66	28.16	28.66
w/MA Degree*	26.57	26.84	27.37	27.91	28.47	29.05	29.64	30.23	30.73	31.23

The BA column on the salary schedule is effective for paraeducators who have earned either: (1) BA/BS from an accredited institute of higher learning; or (2) EP certificate through completion of approved apprenticeship program. Employees must submit the proper transcripts to the Human Resources Department to receive the above described increases. Employees shall not be eligible for both Schedule A clock hours and degree compensation

Substitute Rate: The substitute rate of pay shall be ninety percent(90%) of the Step 1 of the base hourly rate for each job category, provided that, for the maintenance job category, the sub rate will be ninety percent (90%) of the Step 1 rate for the applicable position (e.g. Warehouse Driver, Carpenter, etc.).

*For Head Start Teacher with applicable, approved degree.

APPENDIX A

FAMILY, MATERNITY, AND MILITARY CAREGIVER LEAVE

Every employee of the district who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) work weeks of family leave during any twelve (12) month period to:

- A. Care for a newborn child, an adopted child of the employee who is under the age of eighteen at the time of placement for adoption, or a newly placed foster child; or
- B. Care for a spouse, parent, or child of the employee who has a serious health condition, or the employee may obtain leave for a personal health condition if it renders the employee unable to perform his or her job.
- C. Respond to a qualifying exigency occurring because the employee's spouse, son or daughter, or parent is on active duty or has been notified of pending active duty in support of a contingency operation.

Leave taken for newborn or adopted child care will be completed within one year after the date of birth or placement for adoption. Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20% of the number of working days in the period during which the leave would extend without the approval of the superintendent. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

If both parents of a newborn or newly adopted child are employed by the school district, they will be entitled to a total of twelve work weeks of family leave during any twelve month period, and leave will be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

The superintendent may require written verification from the employee's health care provider.

The district may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers will select a third provider, whose opinion, obtained at the employer's expense, will be conclusive.

The district will maintain group health plan benefits for an employee during his or her FMLA leave, paying the same portion of the premium as it did while the employee was working.

FMLA leave is unpaid except to the extent that employees are able to use accrued paid leave concurrently with FMLA leave. Employees will be required to use accrued vacation and personal leave for any otherwise unpaid FMLA leave. Additionally, employees will be required to

1 use sick leave for any otherwise unpaid leave needed to care for a family member with a serious
2 health condition or for the employee's serious health condition to the extent the leave meets the
3 requirements for use of sick leave. Employees covered by collective bargaining agreements
4 should refer to their agreements to determine qualifying circumstances for the use of accrued
5 leave.

6 7 **Maternity Leave**

8 A staff member may use accumulated, paid sick leave for the period of actual disability
9 attributable to pregnancy or childbirth. This period will extend from the date of birth for a period
10 of not more than 60 days, unless an actual period of disability which begins prior to the date of
11 birth or continues beyond 60 days is otherwise verified in writing by the employee's physician.

12
13 If the employee's accumulated sick leave is exhausted during the period of maternity, the district
14 will grant a leave of absence without pay or fringe benefits, upon the staff member's request,
15 for the remainder of the period of actual disability due to pregnancy or childbirth.

16
17 During any unpaid portion of such leave of absence, the staff member may pay the premiums
18 for any district insurance plans to keep coverage in effect for the employee and her family.

19 20 **A. Notice Required**

21 A pregnant staff member is requested to notify her immediate supervisor and the
22 superintendent by the beginning of the fifth month of pregnancy.

23 At the time of such notice the staff member will submit a written request to her immediate
24 supervisor and the superintendent for one or more of the following:

- 25 1. Maternity leave for the period of her actual disability due to pregnancy or
26 childbirth;
- 27 2. Family leave for a period of up to 12 weeks, in addition to any period of maternity
28 disability leave, the district will extend the employee's health benefit during this
29 period of unpaid leave;
- 30 3. Leave of absence for a period of up to the beginning of the next school term or
31 school year. Such extended leave of absence may be approved at the discretion
32 of the superintendent based upon consideration of educational program needs
33 and the desires of the staff member, together with the recommendation of her
34 personal physician or licensed practitioner; or
- 35 4. Termination of employment by resignation.

36
37 The notice to the district will include the approximate beginning and ending dates for the
38 leave.

39 40 **B. Employment Conditions**

41 A pregnant staff member may continue working as long as she is capable of performing
42 her normal duties, with the written approval of her physician or licensed practitioner.

43
44 The staff member may return to work when physically able to perform her duties. If the
45 employee intends to return to work within 60 days of childbirth, her personal physician
46 or licensed practitioner must certify that the staff member is in good health and ready to
47 resume her duties.
48

No later than 30 days after the date of birth, the staff member is requested to notify the superintendent of the specific date when she will return to work. Unless the superintendent approves an earlier date of return, the employee will give at least 14 days advance notice of the actual date of return.

The staff member will return to her duties following an extended leave of absence on the date approved by the superintendent. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

C. Assignment upon Return

An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave will return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave.

Upon return from an extended maternity leave, a staff member will be entitled to a position in the district subject to the availability of a position for which she is qualified. An effort will be made to place the staff member in her original position or in a comparable position.

Military Caregiver Leave

An employee who is the spouse, son or daughter, parent, or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty six (26) weeks of unpaid leave in a 12 month period to care for the service member.

Return to Work

Any employee returning from an authorized family leave will be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from family leave need not occur if a) the specific job is eliminated by a bona fide restructuring or reduction-in-force resulting from lack of funds or lack of work; b) an employee on family leave takes a position with another employer outside the home; or c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave. If an employee fails to return from family leave, the district may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

A. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.

B. The employee began family leave (except for a personal health condition) less than five

1 weeks before the end of the semester, the leave is for more than two weeks, and the
2 employee would otherwise return to work within two weeks of the end of the semester.

- 3
4 C. The employee began family leave (except for a personal health condition) three or fewer
5 weeks before the end of the semester and the period of leave is more than five working
6 days.
7
8

9 Legal References: RCW 28A.400.300

Hiring and discharging of employees – Written
leave policies – Seniority and leave
benefits of employees transferring
between school districts and other
educational employers

14 Ch. 49.78 RCW
15 29 USC Sec 2601
16 WAC 162-30-020

Family Leave
Family and Medical Leave Act of 1993
Pregnancy, childbirth, and pregnancy related
conditions

40 **Adoption Date: 12/9/97**
41 **Franklin Pierce Schools**
42 **Revised: 11/18/08; 8/18/09; 2/14/12**
43 **Classification: Essential**
44

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF FRANKLIN PIERCE AND THE FRANKLIN PIERCE SCHOOL DISTRICT #402. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following:

Prior notification for the use of sick leave

The Union and District agree that in the absence of a specific standard in the Collective Bargaining Agreement for prior notification of sick leave usage, the current practices used by individual departments shall remain in effect. This MOU does not waive the right of the Union to bargain, upon request, future changes in notification procedures. The District will provide written notice to the Union prior to implementing any changes in existing notification requirements.

Online Training

The Union and District acknowledge that the nature of some work shifts are such that employees may not have the opportunity to complete online trainings within the regular work day. If an employee cannot accomplish the training within the regular work day, the employee shall communicate this in writing to the District Human Resources Department, who will then bear the burden of establishing that the online training can be completed within the employee's regular shift hours. For example, for those Nutrition Services positions at middle school and high school where lunch is not served on half-days, such time may be set aside for online training. If it cannot be demonstrated that time is available for the online trainings to be completed during the regular work day, then the employee(s) shall be authorized to complete the training with extra hours.

This memorandum of Understanding shall become effective upon the signatures of both parties, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

FRANKLIN PIERCE CHAPTER

BY: Renee Peebles
Renee Peebles, Chapter President

DATE: 10-6-17

FRANKLIN PIERCE SCHOOL
DISTRICT NO. 402

BY: Frank J. Hewins
Dr. Frank Hewins, Superintendent

DATE: 10/06/2017

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, FRANKLIN PIERCE AND THE FRANKLIN PIERCE SCHOOL DISTRICT #402. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

This Memorandum of Understanding shall be for the purpose of interpreting and applying Section 6.1 of the Collective Bargaining Agreement (CBA) to the Nutrition Services positions attached to the Head Start Program Section 6.1 shall be interpreted and applied in the following manner: for the purpose of determining the number of paid holidays such food service positions shall be eligible to be compensated, when the work year calendar equals or exceeds two-thirds ($2/3$) of an instructional year i.e. one hundred and eighty days (180), then such positions shall be eligible to receive the maximum number of paid holidays for a 180 work year calendar position. When such work year calendar is less than two-thirds ($2/3$) of a one hundred and eighty (180) day work year calendar, the number of paid holidays shall be pro-rated in relation to 180 days and the maximum number of paid holidays within a 180-day work year calendar. Examples are set forth below, they are not meant to be exhaustive:

Example #1 - Work year calendar of 130 days

$2/3 \times 180 = 119.130$ days exceeds 119, this position would receive the maximum number of paid holidays received in a 180-day work year calendar.

Example #2- Work year calendar of 40 days

$2/3 \times 180 = 119.40$ days is less than 119, therefore 40 is divided by 180 ($40/180 = .222$). The assumed maximum number of days a 180-day work year calendar employee would receive is eight (8). The pro-rated number of paid holidays would be ($.222 \times 8 = 1.77$) or 2.0. This position would receive two paid holidays.

This Letter of Agreement shall become effective upon the signatures of all the parties; shall remain in effect until August 31, 2020 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

FRANKLIN PIERCE CHAPTER

FRANKLIN PIERCE SCHOOL
DISTRICT NO. 402

BY: _____

Renee Peebles
Renee Peebles, Chapter President

BY: _____

Frank J. Hewins
Dr. Frank Hewins, Superintendent

DATE: _____

10-6-17

DATE: _____

10/06/2017