

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
FRANKLIN PIERCE SCHOOL DISTRICT #402**

AND

**PUBLIC SCHOOL EMPLOYEES OF
FRANKLIN PIERCE**

September 1, 2020– August 31, 2023



Public School Employees of Washington/SEIU Local 1948
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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 workdays 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 workdays 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 extra trip. An exception to this restriction may be made for early release days and training days or

1 for other reasons approved by the Human Resources Director. Notification of approved exceptions
2 will be forwarded to the Association President.
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6 **ARTICLE II**

7 **RIGHTS OF THE EMPLOYER**

8 **Section 2.1.**

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

20 **Section 2.2.**

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

28 **ARTICLE III**

29 **RIGHTS OF EMPLOYEES**

30 **Section 3.1.**

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

42 **Section 3.2.**

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

48 **Section 3.3.**

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

1
2 **Section 3.4.**

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

9 **Section 3.4.1.**

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

16 **Section 3.4.1.1.**

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

21 **Section 3.4.2.**

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

27 **Section 3.5.**

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

34 **Section 3.6.**

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

38 **Section 3.7.**

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

43 **Section 3.8.**

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

47 **Section 3.9.**

48 Consistent with RCW 28A.320.100, if an employee in this bargaining unit is sued in relation to his/her
49 employment, the board of directors may grant a request by the employee that the District and/or its

insurance carrier defend the claim and bear the costs of defense, attorney's fees, and any obligation for payment arising from such action provided that the employee was acting in good faith and within the scope of his/her employment with the District.

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

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

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.1.1.

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

Section 4.2.

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

Section 4.3.

The names, job classifications, work locations, District hire dates, Union hire dates, and addresses of employees in the respective sub-units will be provided annually by November 1st to the President of the Association and updated quarterly. The Association agrees to furnish the District with an electronic copy of the Agreement and, and the District will distribute the Agreement electronically to the members of the bargaining unit. A comprehensive seniority list (District hire dates and Union hire dates) shall be provided to the union on November 1 and May 1.

Section 4.4.

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

Section 4.5.

The Association may provide or utilize bulletin boards in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the association. Each bulletin

shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.

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

Section 4.7.

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

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1.

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

Section 5.1.1.

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

Section 5.1.2.

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

1 **Section 5.2.**

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

8
9 **Section 5.2.1.**

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

12
13 **Section 5.3.**

14 Maintenance employees called back to the District for additional service on regular working days shall
15 receive a minimum of two (2) hours pay per call back at one and one-half (1.5) times their base hourly
16 rate, including travel time. This applies regardless of the number of hours the employee has worked on
17 the particular day. The employee will also be reimbursed for his/her round-trip mileage between home
18 and the work site. This shall apply to employees called in to work on a Saturday, regardless of whether
19 the employee worked 40 hours during the preceding week. For example, if an employee works one (1)
20 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
21 hourly rate. If an employee works three (3) hours on a call back, he or she shall be paid for this actual
22 time worked at one and one-half (1.5) times his or her base hourly rate. Such employees who are required
23 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
24 hourly rate regardless of whether the work is scheduled in advance.

25
26 **Section 5.4.**

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

31
32 **Section 5.5.**

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

42
43 **Section 5.6.**

44 Employees requested to work a shift regularly filled by a higher classification employee shall receive
45 compensation equal to the employee in the higher classification, based upon the replacement employee's
46 experience step. For nutrition services employees, to receive the higher classification compensation the
47 employee must work at least one hour for an absent employee in a higher classification.
48

1 **Section 5.7.**

2 Employees shall work only their regularly scheduled shifts; any additional time must be approved in
3 advance of work by the responsible supervisor and employees shall be compensated at the appropriate
4 rates for all time worked. Employees will be permitted, with the prior approval of the building principal
5 or immediate administrator, to adjust their hours during non-student contact time.
6

7 **Section 5.7.1.**

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

18 **Section 5.8.**

19 Effective January 1, 1998, all hours worked in excess of forty hours per week shall be compensated at the
20 rate of one and one-half (1.5) times the base hourly rate. “Hours worked” means hours actually worked
21 and does not include any paid time off (such as vacation days or sick leave days) except for holidays.
22

23 **Section 5.9.**

24 All nutrition services employees will work on the weekday immediately preceding the first day of school
25 and if that occurs prior to Labor Day, the employees will be paid for the holiday consistent with Section
26 6.1.1.
27

28 If the District elects to serve lunch on the last day of the student instructional year, all impacted Nutrition
29 Services employees will be allocated up to three (3) additional hours (on time sheets) to complete end-of-
30 year cleaning.
31

32 **Section 5.10.**

33 Those employees working less than eight (8) hours per day shall receive a minimum of two (2)
34 hours pay for call back times their base hourly rate, including travel time for hours under eight (8)
35 hours per day or forty (40) hours per week. Hours over eight (8) hours per day or forty (40) hours
36 per week shall be paid as stated in Section 5.3.
37

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

39 Prior to the first student day, paraeducators shall be authorized to work three (3) hours at times set by the
40 building administrator to attend staff meetings/ prepare for the upcoming school year. This work shall be
41 optional and if occurring before Labor Day, shall not make the employee eligible for holiday pay.
42

43 Newly hired paraeducators within the district who will be working in the Support Center, EBD
44 classrooms or 1:1 with a student with known behaviors, will be given two (2) hours to complete Safe
45 Schools – Special Education online classes during their first week in the classrooms.
46

47 During the course of the school year, each paraeducator will be provided with the option of working up to
48 four (4) additional hours to attend building functions (i.e., open house, library night, PRAD, etc.),
49 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. These four (4) hours are not available to LPNs/Health Techs, who receive the additional time set forth in Section 5.12, below.

In addition to this time, subject to availability of resources, the District may add partial or full days to the work calendar of employees to facilitate joint training with teachers. Notice of such a change will be communicated to the employee by June 30 for days scheduled the following school year.

In the event of a replacement levy loss or reduction in state or federal funding, 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 four (4) 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, or are in paid status, on their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, shall be eligible for pay for such unworked holiday.

It is understood that leave taken adjacent to a holiday can cause a hardship to the District and members. Personal leave taken adjacent to a holiday must be preapproved as set forth in Section 7.10. Sick leave taken adjacent to a holiday must be taken adjacent to a holiday must be a bona

1 fide illness or injury as set forth in Section 7.1. The District reserves the right to investigate
2 suspected abuse of leave and impose discipline if appropriate.

3
4 **Section 6.1.2. Worked Holidays.**

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

8
9 **Section 6.1.3.**

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

12
13 **Section 6.2. Vacation for Full-Time Employees.**

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

22
23 **Section 6.2.1.**

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

27
28 **Section 6.2.2.**

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

30
31 **Section 6.3. Vacation for Employees Working Less Than 12 Months.**

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

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39 **ARTICLE VII**

40
41 **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, LEAVE OF ABSENCE**

42
43 **Section 7.1. Sick Leave.**

44 Each employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee
45 who works eleven (11) working days in any calendar month will be given credit for the full calendar
46 month. Sick leave shall be vested when earned and may be accumulated. Sick leave benefits shall be
47 paid on the basis of base hourly rate applicable to the employee's normal work shift. A doctor's certificate
48 of a disability is required for illnesses or injuries lasting more than five (5) consecutive working days but
49 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 workday. 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 snowstorm 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.

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

Section 7.2. Bereavement Leave.

Regular employees shall be allowed a maximum of five (5) working days leave with pay to attend the funeral or make arrangements for same in the event of a death in their immediate family. Immediate family is defined as parent, step-parent, spouse, child, step-child, sibling, grandparents, grandchild, mother-in-law, father-in-law, brother or sister in law, or domestic partner.

1 **Section 7.2.1**

2 A maximum of five (5) working days of leave with pay will be allowed to attend the funeral or
3 make arrangements for same in the event of a death of the employee's foster child, aunt, uncle,
4 niece, or nephew if the foster child, aunt, uncle, niece, or nephew are living in the employee's
5 household.

6
7 **Section 7.2.2**

8 One (1) day shall be allowed to attend the funeral of another relative or close friend.

9
10 **Section 7.3.**

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

21
22 **Section 7.4.**

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

27
28 **Section 7.4.1. Adoption Leave.**

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

33
34 **Section 7.5.**

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

38
39 **Section 7.6.**

40 The returning employee will not necessarily be assigned to the identical position occupied before the
41 leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee
42 shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave
43 of absence was approved. When no equivalent vacancy exists, the employee may apply for any existing
44 vacancy.

45
46 **Section 7.7.**

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

1
2 **Section 7.8.**

3 Any employee who is injured while performing their duties for the Agreement shall be granted a leave of
4 absence on a year-to-year basis. They shall be entitled to reinstatement to the position, or equivalent, at
5 the time of the injury. Employees who are injured on the job may obtain additional information on
6 workers compensation from the Payroll Department.
7

8 **Section 7.9.**

9 Employees may also be eligible for Family and Medical Leave consistent with the requirements of
10 District Policy (available online at District's website).
11

12 **Section 7.9.1 Washington Paid Family Medical Leave (PFML)**

13 Commencing on January 1, 2020, employees may be eligible to receive Paid Family and Medical
14 Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. For as
15 long as this program is in effect, the District will pay that portion of the payroll deduction for the
16 premium that it is required to cover by statute. Eligibility criteria for this program are determined
17 by the state (currently employees are eligible if they work 820 hours per year). Information on this
18 program is available through the Employment Security Department's website.
19
20

21 **Section 7.10. Personal Leave.**

22 Upon initial hire into the bargaining unit in a regular position (includes temporary positions, does not
23 include substitute positions) an employee shall be credited with two (2) days of personal leave per year..
24

- 25 A. The purpose of the leave is to take care of personal matters which cannot be taken care of outside
26 the workday.
27 B. Such leave cannot be taken during the first week or last week of the school year.
28 C. Such leave will not be used to extend a holiday or non-workday unless written approval is
29 provided by the Human Resources administrator.
30 D. For nutrition services and maintenance employees, the leave must be arranged with the
31 Department supervisor at least two (2) work days in advance of the leave and no more than one (1)
32 employee will be allowed to take the same day off, unless the supervisor determines that doing so
33 will not adversely impact services.
34 E. Paraeducators are required to report their absence to the automated substitute system at least two
35 (2) workdays in advance of their requested leave. Only two (2) elementary and two (2) secondary
36 paraeducators will be authorized to be out on personal leave on the same day.
37

38 If an employee does not use his/her personal leave day, he/she may cash-out one unused personal leave
39 day after June 1 and receive his/her regular rate of pay for the day or carry forward one (1) day of
40 personal leave up to a maximum of four (4) accrued days. An employee who has accumulated more than
41 one (1) personal day may not use more than one (1) day at a time without prior authorization from the
42 employee's building principal or immediate administrator. A request for cash-out must be made by the
43 end of the school year. If an employee is permitted to take personal leave in a half-day increment, the
44 remaining half day shall be available for cash-out or for use by the employee as otherwise provided in this
45 section. Forms will be available online after June 1st.
46

47 Personal leave shall be credited September 1st and shall be pro-rated for employees hired after September
48 1st.
49

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 8.2.1

The Administrator in charge of a new hire or a transfer will make a good faith effort to notify the employee of work expectations and to address any performance concerns with the employee as they arise, so that the employee can make any necessary improvements prior to the expiration of the probationary period.

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.

1 **Section 8.5.**

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

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

7
8 **Section 8.6.**

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

11
12 For purposes of reduction in force, Head Start / ECEAP teachers and assistant teachers shall be
13 considered within the Paraeducator general job classification. In determining whether a more senior Head
14 Start / ECEAP teacher should displace a less senior paraeducator due to having substantially equal or
15 greater qualifications, performance, or ability under Section 8.7, the District may consider the employee's
16 training or experience in curriculum and assessments, as well as experience working with specific age
17 groups.

18
19 **Section 8.7.**

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

27
28 **Section 8.7.1.**

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

32
33 **Section 8.8.**

34 Within fifteen (15) working days of being apprised of an opening, the District will (1) post the position,
35 (2) notify PSE of its intent not to post the position, or (3) provide information on why neither decision has
36 been made and an expected timeline for making this decision. The District shall publicize for a minimum
37 of five (5) working days by written posting the availability of open positions. A "working" day for the
38 purposes of this section is a day that the District office is open.

39
40 **Section 8.8.1.**

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

43
44 **Section 8.8.2.**

45 Up to two (2) hours may be added to a current paraeducator's work schedule without posting the
46 hours. Such assignments will be based upon the following considerations: the needs of the
47 student(s) being served, current or previous work with a particular student, the needs of the
48 program, skills, training and experience of the staff members, scheduling factors, and the ability to
49 provide continuity of support. When two or more paraeducators are substantially equal with

1 regard to the above-listed factors, the job will be awarded on the basis of seniority. Should no
2 employee in-building be interested in the position it shall be posted Agreement-wide. Any
3 position consisting of more than two hours shall be posted Agreement wide and shall follow the
4 regular posting and hiring procedures. The parties recognize that such added hours are subject to
5 elimination or reduction, and as such shall not trigger the provisions of Section 8.8.2.1.
6

7 **Section 8.8.2.1**

8 When the number of available para educator hours allocated to a building is reduced, the
9 assignment of hours within the building shall be based upon the following considerations:
10 the needs of student(s) being served, current or previous work with particular student(s),
11 the needs of the program, skills, training and experience of the staff members, scheduling
12 factors, and the ability to provide continuity of support. When two or more para educators
13 are substantially equal with regard to the above listed factors, the assignment of hours will
14 be allocated on the basis of seniority, provided the reduction in hours exceeds 15 minutes
15 or more per day. A partial loss of hours is not considered a “displacement,” layoff or
16 reduction-in-force under Section 8.10.
17

18 The application of this section may result in hours being reallocated from a less senior
19 employee to a more senior employee but will not result in a less senior employee losing an
20 entire position. A “position” for purposes of this section is the total number of regular para
21 educator hours assigned to an employee.
22

23 **Section 8.8.3.**

24 Up to one (1) hour may be added to a current nutrition services employee's work schedule without
25 posting the hours. Such assignments will be made based upon the following considerations:
26 program needs, skills, training and experience of staff members and scheduling factors. When two
27 or more nutrition services employees are substantially equal with regard to the above-listed
28 factors, the job will be awarded on the basis of seniority. Should no employee in-kitchen be
29 interested in the position it shall be posted Agreement-wide. The parties recognize that such
30 added hours are subject to elimination or reduction.
31

32 **Section 8.9.**

33 Positions which become available shall be posted Agreement wide pursuant to the above-mentioned
34 sections. Should a building receive building-based grant monies specific to a new or ongoing building
35 program that leads to the addition of hours within that building, those hours shall be posted in-building
36 only and awarded to the employee either associated with the program or the employee with the greatest
37 skill and ability to perform the function. If no in-building employee is interested in or qualified for the
38 position, the regular posting and hiring processes will apply.
39

40 **Section 8.10.**

41 Employees who are displaced from their regular positions (due to reduction in force, position elimination,
42 loss of grant funding position, etc.) will have the right to be placed in a comparable position, subject to
43 the provisions of Section 8.7. For purposes of this section, “comparable” positions shall mean positions
44 which are at the same pay grade, position status (i.e. regular or temporary), and having the same or greater
45 hours.
46

47 When offering positions to employees who have been notified their regular position is being eliminated or
48 being displaced by another employee, the order of offers shall be as follows:
49

- 1 Step 1: Comparable open position(s) for which the employee is qualified;
2 Step 2: When no comparable open position exists, employees shall be placed in a comparable position
3 held by the least senior employee;
4 Step 3: If no comparable position is identified in Step 2 above, the employee shall have the option of
5 being placed into a position that is closest in comparability to the one previously held;
6 Step 4: If no option exists in Steps 1 & 2 or the employee accepts or rejects an offer to be placed in a
7 less than comparable position, such employee will be considered in layoff status and will remain
8 in layoff status for up to 18 months until they apply for and are granted another position.

9
10 **Section 8.10.1.**

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

13
14 **Section 8.11.**

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

18
19 **Section 8.12.**

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

22
23
24
25 **ARTICLE IX**

26
27 **DISCHARGE OF EMPLOYEES**

28
29 **Section 9.1.**

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

31
32 **Section 9.2.**

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

35
36 **Section 9.3. Notification to Non-Annual Employees.**

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

39
40 **Section 9.3.1.**

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

45
46 **Section 9.3.2.**

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

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

7

9

12

13 Employees will receive health and other insurance benefits through the School Employees Benefit Board
14 (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The District will
15 follow SEBB rules and guidance related to employee eligibility and program administration. The most
16 current information on available benefits is available through SEBB's website, linked here.

18

19 In determining whether an employee subject to this Agreement is eligible for participation in the
20 Washington State Public Employees' Retirement System (PERS) or School Employees Retirement
21 System (SERS), the District shall report, per Department of Retirement Systems (DRS) guidelines, all
22 hours worked, whether straight time, overtime or otherwise.

25

Employee Retirement Contribution Deferral: Employee contributions to state retirement systems (PERS or SERS) will be tax-deferred in accordance with applicable State rules and regulations.

31

33

35

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.

41

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

44

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

1 **Section 11.2.2.**

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

4
5 **Section 11.2.3.**

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

8
9 **Section 11.3.**

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

13
14 **Section 11.4. Training.**

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

17
18 **Section 11.5. Restraint Training.**

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

22
23 **Section 11.6. First Aid and HIV Training.**

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

27
28 **Section 11.6.1.**

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

32
33 **Section 11.7. Information Technology A+ Certification Training.**

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

36
37
38
39 **ARTICLE XII**

40
41 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

42
43
44 **Section 12.1**

45 Under Washington law, the District will not discriminate, restrain, retaliate, coerce, or interfere with an
46 employee's right to join or maintain membership in the Association. Shall a member elect to revoke their
47 membership they must do so in writing to the Public School Employees of Washington.

1 **Section 12.2**

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

3
4 **Section 12.3**

5 The District agrees to accept dues authorizations and voluntary political contributions via written, voice
6 authorization or by E-signature in accordance with "E-SIGN". Public School Employees of Washington
7 (PSE) will provide a list of those members who have agreed to union membership via voice authorization.
8 In addition, upon request, access to the District to the .wav files associated with the voice authorization.
9 PSE will be the custodian of the records related to dues authorizations. The District shall transmit all such
10 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

11
12 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe
13 keeping of those records.

14
15 **Section 12.4 New Hire Orientation**

16 The District will provide PSE reasonable access to new employees of the bargaining unit for the purpose
17 of presenting information about PSE to new employees. "Reasonable access" for the purpose of this
18 section means the access to the new employees within thirty (30) days of the employee's start date
19 withing the bargaining unit; the access is for no less than one (1) thirty (30) minute meeting. Access
20 occurs during the employee's regular work hours, at the employee's regular worksite, or at a location
21 mutually agreed to by the District and PSE. The presentation may occur during a regularly scheduled
22 employees New Employee Orientation (NEO), or at another time mutually agreed to by the District and
23 PSE. PSE shall have the right to distribute materials, such as PSE's new hire packets at the orientation.

24
25
26 **Section 12.5 Hold Harmless**

27 PSE will defend and indemnify the District against any claims, suits, orders, judgments, or issues, as a
28 result of the District's implementation of this Article.

29
30
31
32 **ARTICLE XIII**

33
34 **GRIEVANCE PROCEDURE**

35
36 **Section 13.1.**

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

41
42 **Section 13.1.1.**

43 **Step One**

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

46
47 Maintenance: Director of Maintenance and Operations
48 Information Technology: Chief Technology Officer
49 Para-ed/Health Tech/LPN/Security: Building Principal

Nutrition Services employees: Director of Nutrition Services
Head Start/ECEAP/FSS/ELC: 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.

Step Two

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

Step Three

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

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

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

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

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

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

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

1
2 **Section 13.2.**

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

6
7 **Section 13.3.**

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

12
13 **Section 13.4.**

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

17
18 **Section 13.5.**

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

21
22 **Section 13.6.**

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

27
28
29
30 **ARTICLE XIV**

31
32 **TRANSFER OF PREVIOUS EXPERIENCE**

33
34 **Section 14.1.**

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

37
38 **Section 14.2.**

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

42
43
44
45 **ARTICLE XV**

46
47 **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.

Section 15.1.1.

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

Section 15.1.2.

Effective September 1, 2020: Wages shall be as set forth in the attached wage schedule, which reflects the following adjustments from the 2017-2020 collective bargaining agreement in addition to the state-funded inflationary adjustment of 1.6%:

Security: 1.6%

General Maintenance: 2.3%

Carpenter, Electrician, HVAC, Locksmith, Painter, Plumber, Warehouse Coord.: 4.0%

IT Support Specialist: 7.1%

Network/Systems Specialist: 0.9%

Nutrition Services Asst III: 3.5%

Nutrition Services Asst II: 1.1%

Nutrition Services Mgr II: 9.3%

Baker I: 5.9%

Para Instructor: 3.0%

Headstart Assistant Teacher: 6.4%

Paraeducator - JC, ICM, high needs: 4.0%

Paraeducator – Interpret Tutors: 4.8%

LPN: 0.6%

Headstart Teacher: 6.6%

Health Tech: 2.3%

Effective September 1, 2021: All wages on Schedule A will be increased by the state-funded inflationary adjustment, if any, provided by the state toward the classified salary allocation in the state appropriations act. Additional position-specific increases will be made in the 2021-2022 at the same percentages set forth above for 2020-2021 wages.

Effective September 1, 2022: All wages on Schedule A will be increased by the state-funded inflationary adjustment (IPD), if any, provided by the state toward the classified salary allocation in the state appropriations act. In addition, wages may be reopened for the 2022-2023 upon mutual agreement.:

Section 15.1.2.1. Longevity.

The longevity pay set forth on Schedule A shall remain in effect for the term of this Agreement, as follows: Employees at Step 10 – 10 years of service shall receive a longevity bonus of \$0.50/hr. in addition to the regular wage and employees at Step 15 – 15 years of service shall receive a longevity bonus of \$1.00/hr in addition to the regular wage. Employees at Step 20- 20 years of service shall receive a longevity bonus of \$1.50/hr in

addition to their regular wage. Employees at Step 25- 25 years of service shall receive a longevity bonus of \$2.00/hr in addition to their regular wage.

Section 15.1.3.

In calculating an employee's longevity for purposes of vacation and the hourly longevity increase, the District will use the date the employee was hired by the District in a regular position (includes temporary positions, does not include substitute positions). If a person's employment has been interrupted by a work-related injury or a lay-off, that person's longevity will continue to accrue as if there was no interruption of service. Longevity rights of an employee shall be lost for the following reasons:

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

Section 15.1.3.1.

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

Section 15.1.4.

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

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

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

Section 15.2.

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

Section 15.2.1.

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

1 **Section 15.3.**

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

3
4 **Section 15.4.**

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

8
9 **Section 15.5. Professional Development Plan.**

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

13
14 **Nutrition Services Employees**

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

25
26 SNA Certification Compensation:

27 \$0.80/hour for Level I

28 \$1.10/hour for Level II

29 \$1.35/hour for Level III

30
31 **Paraeducators**

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

- 40
41 • 45 completed clock hours or 4.5 completed college credits = 5 cent per hour increase.
42 • 90 completed clock hours or 9 completed college credits = 10 cent total increase per hour.
43 • 135 completed clock hours or 13.5 completed college credits = 15 cent total increase per hour.
44 • 180 completed clock hours or 18 completed college credits = 25 cent total increase per hour.
45 • 225 completed clock hours or 22.5 completed college credits = 30 cent total increase per hour.
46 • 270 completed clock hours or 27 completed college credits = 35 cent total increase per hour.
47 • 315 completed clock hours or 31.5 completed college credits = 40 cent total increase per hour.
48 • 360 completed clock hours or 36.0 completed college credits = 45 cent total increase per hour.
49

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

3
4 Credit can be earned when the employee is being reimbursed by the District for his or her time in
5 attending the training.

6 7 **Maintenance Employees**

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

10 11 **Section 15.5.1. Paperwork Requirements and Timing of Increase.**

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

20 21 **Section 15.5.2.**

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

25 26 **Section 15.5.3.**

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

30 31 **Section 15.6 Apparel Provided /Allocation.**

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

35 36 **Section 15.6.1. Nutrition Services.**

37 The District will provide all Nutrition Services workers with access to an account to purchase
38 approved uniform work attire, and reimbursement for documented purchases of non-slip shoes,
39 which must be worn at work. Newly hired regular employees will receive a total allocation of up
40 to \$300 for work attire and shoes during their first year. Employees hired after March 1 will
41 receive \$200. After this initial allocation, employees will have access to \$100 per year for
42 replacement items.

43 44 45 **Section 15.6.2. Maintenance.**

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

1
2 **Section 15.7. Direct Deposit.**

3 As of September 1, 1999, employees will be required to participate in a direct deposit program for pay
4 warrants. Upon written request and approval by the Fiscal Services Director, exceptions will be made for
5 appropriate cause for members of the bargaining unit employed as of August of 1999. There shall be no
6 limit on the number of times an employee may change direct deposit recipients. The District shall be
7 responsible for the accurate and timely transfer of deposits to the employee's financial institution.
8
9
10

11 **ARTICLE XVI**

12
13 **TERM AND SEPARABILITY OF PROVISIONS**
14

15
16 **Section 16.1.**

17 The term of this Agreement shall be September 1, 2020 to August 31, 2023.
18

19 **Section 16.2.**

20 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
21 parties in writing.
22

23 **Section 16.2.1.**

24 The parties acknowledge that any payment of increments or salary increases shall be limited to the
25 extent allowable by the State. If any action in this unit has the effect of placing the District in a
26 non-compliance situation or in violation of State salary limitations, the parties shall reopen the
27 contract to bring it into compliance.
28

29 **Section 16.3.**

30 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
31 of this Agreement shall not be affected thereby.
32

33 **Section 16.4.**

34 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
35 state or federal statutes or regulations promulgated pursuant thereto.
36

37 **Section 16.5.**

38 In the event that either Section 16.3 or Section 16.4 is determined to apply to any provision of this
39 Agreement, the parties shall renegotiate such provision, Section 16.6. notwithstanding.
40

41 **Section 16.6.**

42 This Agreement constitutes the entire Agreement between the parties concluding bargaining for its term,
43 except as specifically provided in Section 16.2 and 16.5. All matters not covered herein shall be
44 determined by the District, provided this Agreement may be altered, changed, added to, deleted from or
45 modified only through the mutual written consent of both parties.
46
47
48
49

Signature Page

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

FRANKLIN PIERCE CHAPTER

BY: Angela Wiest
Angela Wiest, Chapter Co-President

DATE: 9/12/2020

FRANKLIN PIERCE SCHOOL
DISTRICT NO. 402

BY: Lance Goodpaster
Lance Goodpaster, Superintendent

DATE: 10.12.20

BY: Marianne Rosen
Marianne Rosen, Co-President

DATE: 10-9-2020

Schedule A										
PSE of Franklin Pierce										
September 1, 2020 - August 31, 2021										
	Sub Rate	Step 01	Step 02	Step 03	Step 04	Step 05	Step *10	Step *15	Step *20	Step *25
Maintenance Services										
Security	21.19	23.54	24.13	24.72	25.45	25.97	26.47	26.97	27.47	27.97
Grounds Maintenance	21.53	23.92	24.68	25.45	26.19	26.72	27.22	27.72	28.22	28.72
Warehouse Driver	21.79	24.21	24.94	25.74	26.51	27.05	27.55	28.05	28.55	29.05
General Maintenance	22.63	25.14	25.91	26.70	27.51	28.06	28.56	29.06	29.56	30.06
Carpenter	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
Electrician	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
HVAC	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
Locksmith	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
Painter	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
Plumber	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
Warehouse Coord	27.50	30.56	31.51	32.47	33.48	34.15	34.65	35.15	35.65	36.15
Information Technology										
Comp Repair Tech II	24.17	26.86	28.35	29.85	31.37	32.89	33.39	33.89	34.39	34.89
Network Specialist	31.28	34.76	35.50	36.22	36.96	37.71	38.21	38.71	39.21	39.71
	Sub Rate	Step 01	Step 02	Step 03	Step 04	Step 05	Step *10	Step *15	Step *20	Step *25
Nutrition Services **										
Nutrition Services Asst III	14.44	16.04	16.48	16.97	17.61	18.39	18.89	19.39	19.89	20.39
w/ Level I SNA Certificate	14.44	16.84	17.28	17.77	18.41	19.19	19.69	20.19	20.69	21.19
w/ Level II SNA Certificate	14.44	16.99	17.43	17.92	18.56	19.34	19.84	20.34	20.84	21.34
w/ Level III SNA Certificate	14.44	17.14	17.58	18.07	18.71	19.49	19.99	20.49	20.99	21.49
w/ Level IV SNA Certificate	14.44	17.39	17.83	18.32	18.96	19.74	20.24	20.74	21.24	21.74
Nutrition Services Mgr II	14.44	18.33	18.88	19.25	20.37	21.18	21.68	22.18	22.68	23.18
w/ Level I SNA Certificate	14.44	19.13	19.68	20.05	21.17	21.98	22.48	22.98	23.48	23.98
w/ Level II SNA Certificate	14.44	19.28	19.83	20.20	21.32	22.13	22.63	23.13	23.63	24.13
w/ Level III SNA Certificate	14.44	19.43	19.98	20.35	21.47	22.28	22.78	23.28	23.78	24.28
w/ Level IV SNA Certificate	14.44	19.68	20.23	20.60	21.72	22.53	23.03	23.53	24.03	24.53
Nutrition Services Asst II	14.44	16.83	17.32	17.80	18.36	19.10	19.60	20.10	20.60	21.10
w/ Level I SNA Certificate	14.44	17.63	18.12	18.60	19.16	19.90	20.40	20.90	21.40	21.90
w/ Level II SNA Certificate	14.44	17.78	18.27	18.75	19.31	20.05	20.55	21.05	21.55	22.05
w/ Level III SNA Certificate	14.44	17.93	18.42	18.90	19.46	20.20	20.70	21.20	21.70	22.20
w/ Level IV SNA Certificate	14.44	18.18	18.67	19.15	19.71	20.45	20.95	21.45	21.95	22.45
Nutrition Services Asst I	14.44	17.78	18.35	18.86	19.79	20.70	21.20	21.70	22.20	22.70
w/ Level I SNA Certificate	14.44	18.58	19.15	19.66	20.59	21.50	22.00	22.50	23.00	23.50
w/ Level II SNA Certificate	14.44	18.73	19.30	19.81	20.74	21.65	22.15	22.65	23.15	23.65
w/ Level III SNA Certificate	14.44	18.88	19.45	19.96	20.89	21.80	22.30	22.80	23.30	23.80
w/ Level IV SNA Certificate	14.44	19.13	19.70	20.21	21.14	22.05	22.55	23.05	23.55	24.05
Nutrition Services Baker I	14.44	18.10	18.62	19.20	19.76	-	20.26	20.76	21.26	21.76
w/ Level I SNA Certificate	14.44	18.90	19.42	20.00	20.56	-	21.06	21.56	22.06	22.56
w/ Level II SNA Certificate	14.44	19.05	19.57	20.15	20.71	-	21.21	21.71	22.21	22.71
w/ Level III SNA Certificate	14.44	19.20	19.72	20.30	20.86	-	21.36	21.86	22.36	22.86
w/ Level IV SNA Certificate	14.44	19.45	19.97	20.55	21.11	-	21.61	22.11	22.61	23.11
Nutrition Services Mgr I	14.44	19.85	20.47	21.41	22.37	22.81	23.31	23.81	24.31	24.81
w/ Level I SNA Certificate	14.44	20.65	21.27	22.21	23.17	23.61	24.11	24.61	25.11	25.61
w/ Level II SNA Certificate	14.44	20.80	21.42	22.36	23.32	23.76	24.26	24.76	25.26	25.76
w/ Level III SNA Certificate	14.44	20.95	21.57	22.51	23.47	23.91	24.41	24.91	25.41	25.91
w/ Level IV SNA Certificate	14.44	21.20	21.82	22.76	23.72	24.16	24.66	25.16	25.66	26.16
Nutrition Services Cent. Kitchen Mgr I	14.44	21.85	22.51	23.55	24.61	25.09	25.59	26.09	26.59	27.09
w/ Level I SNA Certificate	14.44	22.65	23.31	24.35	25.41	25.89	26.39	26.89	27.39	27.89
w/ Level II SNA Certificate	14.44	22.80	23.46	24.50	25.56	26.04	26.54	27.04	27.54	28.04
w/ Level III SNA Certificate	14.44	22.95	23.61	24.65	25.71	26.19	26.69	27.19	27.69	28.19
w/ Level IV SNA Certificate	14.44	23.20	23.86	24.90	25.96	26.44	26.94	27.44	27.94	28.44
** In order to encourage Nutrition Services employees to sign up for catering assignments, FNS employees will receive \$1.00 per hour in addition to their regular rate of pay while performing optional catering work outside their normal work hours.										
	Sub Rate	Step 01	Step 02	Step 03	Step 04	Step 05	Step *10	Step *15	Step *20	Step *25
Health Technicians & LPNs										
Base Rate	17.54	19.49	20.05	20.63	21.41	22.30	22.80	23.30	23.80	24.30
w/ 45 clock hours	17.54	19.54	20.10	20.68	21.46	22.35	22.85	23.35	23.85	24.35
w/ 90 clock hours	17.54	19.59	20.15	20.73	21.51	22.40	22.90	23.40	23.90	24.40
w/ 135 clock hours	17.54	19.64	20.20	20.78	21.56	22.45	22.95	23.45	23.95	24.45
w/ 180 clock hours	17.54	19.74	20.30	20.88	21.66	22.55	23.05	23.55	24.05	24.55
w/ AA Degree	17.54	20.24	20.80	21.38	22.16	23.05	23.55	24.05	24.55	25.05
w/ BA Degree	17.54	20.74	21.30	21.88	22.66	23.55	24.05	24.55	25.05	25.55
LPN	23.87	26.52	27.28	28.26	28.81	29.70	30.20	30.70	31.20	31.70

Schedule A												
PSE of Franklin Pierce												
September 1, 2020 - August 31, 2021												
	Rate	01	02	03	04	05	*10	*15	*20	*25		
Paraeducator - Instructors ***												
Base Rate	16.34	18.15	18.66	19.20	20.09	21.08	21.58	22.08	22.58	23.08		
w/ 45 clock hours	16.34	18.20	18.71	19.25	20.14	21.13	21.63	22.13	22.63	23.13		
w/ 90 clock hours	16.34	18.25	18.76	19.30	20.19	21.18	21.68	22.18	22.68	23.18		
w/ 135 clock hours	16.34	18.30	18.81	19.35	20.24	21.23	21.73	22.23	22.73	23.23		
w/ 180 clock hours	16.34	18.40	18.91	19.45	20.34	21.33	21.83	22.33	22.83	23.33		
w/ 225 clock hours	16.34	18.45	18.96	19.50	20.39	21.38	21.88	22.38	22.88	23.38		
w/ 270 clock hours	16.34	18.50	19.01	19.55	20.44	21.43	21.93	22.43	22.93	23.43		
w/ 315 clock hours	16.34	18.55	19.06	19.60	20.49	21.48	21.98	22.48	22.98	23.48		
w/ 360 clock hours	16.34	18.60	19.11	19.65	20.54	21.53	22.03	22.53	23.03	23.53		
w/ AA Degree	16.34	18.90	19.41	19.95	20.84	21.83	22.33	22.83	23.33	23.83		
w/ BA Degree	16.34	19.40	19.91	20.45	21.34	22.33	22.83	23.33	23.83	24.33		
Paraeducator - Job Coach, ICM, High Needs ***												
Base Rate	17.32	19.24	19.78	20.36	21.30	22.34	22.84	23.34	23.84	24.34		
w/ 45 clock hours	17.32	19.29	19.83	20.41	21.35	22.39	22.89	23.39	23.89	24.39		
w/ 90 clock hours	17.32	19.34	19.88	20.46	21.40	22.44	22.94	23.44	23.94	24.44		
w/ 135 clock hours	17.32	19.39	19.93	20.51	21.45	22.49	22.99	23.49	23.99	24.49		
w/ 180 clock hours	17.32	19.49	20.03	20.61	21.55	22.59	23.09	23.59	24.09	24.59		
w/ 225 clock hours	17.32	19.54	20.08	20.66	21.60	22.64	23.14	23.64	24.14	24.64		
w/ 270 clock hours	17.32	19.59	20.13	20.71	21.65	22.69	23.19	23.69	24.19	24.69		
w/ 315 clock hours	17.32	19.64	20.18	20.76	21.70	22.74	23.24	23.74	24.24	24.74		
w/ 360 clock hours	17.32	19.69	20.23	20.81	21.75	22.79	23.29	23.79	24.29	24.79		
w/ AA Degree	17.32	19.99	20.53	21.11	22.05	23.09	23.59	24.09	24.59	25.09		
w/ BA Degree	17.32	20.49	21.03	21.61	22.55	23.59	24.09	24.59	25.09	25.59		
Paraeducator - Interpreter Tutors ***												
Base Rate	22.70	25.22	25.91	26.65	27.42	28.17	28.67	29.17	29.67	30.17		
w/ 45 clock hours	22.70	25.27	25.96	26.70	27.47	28.22	28.72	29.22	29.72	30.22		
w/ 90 clock hours	22.70	25.32	26.01	26.75	27.52	28.27	28.77	29.27	29.77	30.27		
w/ 135 clock hours	22.70	25.37	26.06	26.80	27.57	28.32	28.82	29.32	29.82	30.32		
w/ 180 clock hours	22.70	25.47	26.16	26.90	27.67	28.42	28.92	29.42	29.92	30.42		
w/ 225 clock hours	22.70	25.52										

APPENDIX A

BOARD POLICY 5404

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 childcare 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 use sick

1 leave for any otherwise unpaid leave needed to care for a family member with a serious health
2 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 or
46 licensed practitioner must certify that the staff member is in good health and ready to
47 resume her duties.

48
49 No later than 30 days after the date of birth, the staff member is requested to notify the
50 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 weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.

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

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

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

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

Adoption Date: 12/9/97
Franklin Pierce Schools
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