

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FRANKLIN PIERCE SCHOOL DISTRICT #402

AND

PUBLIC SCHOOL EMPLOYEES FRANKLIN PIERCE CHAPTER #604

SEPTEMBER 1, 2023 – AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

P O Box 798

Auburn, Washington 98071

866.820.5653

www.pseclassified.org

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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 Head Start/ECEAP Teacher/FSS, and security 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 twelve (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

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

3
4 **Section 1.5.**

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

14
15 **Section 1.5.1. Regular Positions.**

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

19
20 **Section 1.5.2. Temporary Positions.**

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

33
34 **Section 1.5.3. Substitute Employees.**

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

- 37
38 1. Substitute employees who work less than twenty (20) consecutive or thirty (30)
39 intermittent workdays in a school year period are not covered by this Agreement.
40 2. Substitute employees who work either twenty (20) or more consecutive days or thirty (30)
41 or more intermittent workdays in a school year period are included in the bargaining unit
42 limited to Schedule A.

43
44 **Section 1.5.4.**

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

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

7 ARTICLE II

8 RIGHTS OF THE EMPLOYER

9 **Section 2.1.**

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

21 **Section 2.2.**

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

29 ARTICLE III

30 RIGHTS OF EMPLOYEES

31 **Section 3.1.**

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

43 **Section 3.2.**

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

1 **Section 3.3.**

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

3
4 **Section 3.4.**

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

9
10 **Section 3.4.1.**

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

16
17 **Section 3.4.1.1.**

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

21
22 **Section 3.4.2.**

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

27
28 **Section 3.5.**

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

34
35 **Section 3.6.**

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

38
39 Time will be made available within the workday for ECEAP/Head Start lead teachers to plan instruction.
40 Upon request, specific periods of time will be designated for this purpose so that the supervisor and
41 employee are aware of the scheduled time. This time may be used collaboratively with other program
42 staff or for individual planning, as appropriate to the needs of the program.

43
44 **Section 3.7.**

45 Bloodborne Pathogen training--the training required by the District for Human Resources identified as
46 having reasonable risk of exposure to bloodborne pathogens in District Policy (available on District
47 website) will be paid for annual training. The District will comply with all requirements of WAC 296-
48 823-110.

1
2 **Section 3.8.**

3 The District shall provide safe and reasonable working conditions for all employees. Employees shall
4 report conditions they believe to be unsafe to their supervisor and building safety committee.
5

6 **Section 3.9.**

7 Consistent with RCW 28A.320.100, if an employee in this bargaining unit is sued in relation to their
8 employment, the board of directors may grant a request by the employee that the District and/or its
9 insurance carrier defend the claim and bear the costs of defense, attorney's fees, and any obligation for
10 payment arising from such action provided that the employee was acting in good faith and within the
11 scope of their employment with the District.
12

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

14 No bargaining unit employee shall be subject to surveillance by hidden camera. The use of video
15 surveillance and GPS are recognized as a means of managing student discipline, security/protection of
16 District property/staff, providing a safe workplace for bargaining unit employees and a safe learning
17 environment for students. Any use of video surveillance or GPS tracking data for discipline or evaluation
18 of employees shall comply with the just cause provisions of this Agreement.
19

20 **Section 3.11 Applicability of Public Disclosure Laws.**

21 Pursuant to RCW 42.56.250, upon receipt of a request for information located exclusively in an
22 employee's personnel, payroll, supervisor, or training file, the District will provide notice to the
23 employee, to the Association, and to the requestor. The notice will state:

- 24 a) The date of the request;
25 b) The nature of the requested record relating to the employee;
26 c) That the agency will release any information in the record which is not exempt from the disclosure
27 requirements of this chapter at least ten (10) days from the date the notice is made;
28 d) That the employee may seek to enjoin release of records under RCW 42.56.540.
29

30 **Section 3.12. District Equity Team.**

31 The Association shall have the opportunity to have at least one (1) representative on the District Equity
32 Team.
33
34

35
36 **ARTICLE IV**

37
38 **RIGHTS OF THE ASSOCIATION**
39

40 **Section 4.1.**

41 The Association has the right and responsibility to represent the interests of all employees in the
42 bargaining unit; to present its views to the District on matters of concern at reasonable times, either orally
43 or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to
44 all employees within the bargaining unit.
45

46 **Section 4.1.1.**

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

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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 their 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.

Section 4.8

At least one (1) Association member within the building will be invited to be a member of the hiring team when hiring an Association position; provided, that the hiring process will not be delayed if no employee volunteers to participate.

Section 4.9

Head Start/ECEAP/FSS will each have a representative on the building leadership team. This team shall be involved in building-based decision making.



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/FSS 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.

All pre-approved time worked on the seventh consecutive day or on Sunday shall be paid at double time.

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 one hundred eighty (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.

Section 5.1.3.

In any month when there are at least three (3) early release days for PLC's, at least one (1) of these days per month will be available for paraeducators/assistant teachers to collaborate with their classroom teachers and/or paraeducators in the program.

Section 5.1.4.

Any change in regular hours at an assigned building, other than student start and end times by the District, will be provided in advance with an opportunity for input from employees prior to implementation. At least five (5) working days' notice will be given for any change in working days that alter an employee's regular work schedule.

ELC employees shall have input on the ELC and FSS school calendars. During discussion of the calendar, consideration will be given to availability of funding for extra time in August for enrollment and classroom setup. Such days, if any, will be scheduled in collaboration with impacted employees.

1
2 **Section 5.2.**

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

9
10 **Section 5.2.1.**

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

13
14 Employees required to work through their regular lunch periods shall be given thirty (30) minutes
15 to eat at a time agreed upon by the employee and their supervisor. If no alternate lunch period is
16 arranged, the employee will be compensated for the foregone lunch period.

17
18 **Section 5.3.**

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

30
31 **Section 5.4.**

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

36
37 **Section 5.5.**

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

1 **Section 5.6.**

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

6
7 **Section 5.7.**

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

12
13 **Section 5.7.1.**

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

24
25 **Section 5.8.**

26 Effective January 1, 1998, all hours worked in excess of forty (40) hours per week shall be compensated
27 at the rate of one and one-half (1.5) times the base hourly rate. “Hours worked” means hours actually
28 worked and does not include any paid time off (such as vacation days or sick leave days) except for
29 holidays.

30
31 **Section 5.9.**

32 All nutrition services employees will work on the weekday immediately preceding the first day of school
33 and if that occurs prior to Labor Day, the employees will be paid for the holiday consistent with Section
34 6.1.1.

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

39
40 **Section 5.10.**

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

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

2 Prior to the first student day, paraeducators shall be authorized to work three (3) hours at times set by the
3 building administrator to attend staff meetings/ prepare for the upcoming school year. This work shall be
4 optional, and if occurring before Labor Day, shall not make the employee eligible for holiday pay.
5

6 Newly hired paraeducators within the District who will be working in the Support Center, EBD
7 classrooms or one-on-one (1:1) with a student with known behaviors, will be given two (2) hours to
8 complete Safe Schools – Special Education online classes during their first week in the classrooms.
9

10 During the course of the school year, each paraeducator will be provided with the option of working up to
11 four (4) additional hours to attend building functions (i.e., open house, library night, PRAD, etc.),
12 building meetings and building/Agreement training. This time should be arranged in conjunction with the
13 employees’ supervisors and must be documented on a form provided by the District in order to receive
14 payment. It is the paraeducator’s responsibility to ensure that they work the time so as not to incur any
15 overtime liability. These four (4) hours are not available to LPNs/Health Techs, who receive the
16 additional time set forth in Section 5.12, below.
17

18 In addition to this time, subject to availability of resources, the District may add partial or full days to the
19 work calendar of employees to facilitate joint training with teachers. Notice of such a change will be
20 communicated to the employee by June 30 for days scheduled the following school year. In the event of a
21 replacement levy loss or reduction in state or federal funding, the parties will meet to discuss the
22 feasibility of continuing this extra time.
23

24 **Section 5.12. Health Technicians/LPN’s.**

25 Health Technicians and LPNs shall work four (4) days before school begins and one (1) day at the end of
26 the year. Either party may re-open negotiations on the subject of Health Technician/LPN daily assigned
27 hours of work. These days shall be incorporated into the work year calendar of such employees.
28

29 **Section 5.13. Head Start.**

30 Two (2) additional non-student contract days will be added to Head Start work year calendars, to be added
31 prior to the first day of student contact time.
32
33
34

35 **ARTICLE VI**

36 **HOLIDAYS AND VACATION**

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39 **Section 6.1. Holidays.**

40 All employees shall receive the following paid holidays that fall within their work year: 1. New

- | | | |
|---------------|--------------------------------------|----------------------------|
| 41 Year's Day | 8. Labor Day | 9. Veterans’ Day |
| | 2. Martin Luther King Jr.'s Birthday | 10. Thanksgiving Day |
| | 3. Presidents’ Day | 11. Day after Thanksgiving |
| | 4. Friday of Spring Vacation* | 12. Christmas Eve* |
| | 5. Memorial Day | 13. Christmas Day |
| | 6. Juneteenth | |
| | 7. Independence Day* | |

48
49 *Twelve (12) month employees only.



1
2 **Section 6.1.1. Unworked Holidays.**

3 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
4 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
5 worked, or are in paid status, on their last scheduled shift preceding the holiday and their first
6 scheduled shift succeeding the holiday, shall be eligible for pay for such unworked holiday.
7

8 It is understood that leave taken adjacent to a holiday can cause a hardship to the District and
9 members. Personal leave taken adjacent to a holiday must be preapproved as set forth in Section
10 7.10. Sick leave taken adjacent to a holiday must be taken adjacent to a holiday must be a bona
11 fide illness or injury as set forth in Section 7.1. The District reserves the right to investigate
12 suspected abuse of leave and impose discipline if appropriate.
13

14 **Section 6.1.2. Worked Holidays.**

15 Employees who are required to work on the above described holidays shall receive the pay due
16 them for the holiday, plus one and one-half (1.5) times their base rate for all hours worked on such
17 holidays.
18

19 **Section 6.1.3.**

20 If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If it
21 falls on a Sunday, it shall be observed on the following Monday.
22

23 **Section 6.2. Vacation for Full-Time Employees.**

24 Each employee shall be granted ten (10) days of paid vacation per year, provided that upon completion of
25 the fourth year of service, each employee shall be granted fifteen (15) days paid vacation per year, and
26 upon completion of the tenth year of service each employee shall be granted twenty (20) days paid
27 vacation per year, and upon completion of the fifteenth year of service each employee shall be granted
28 twenty-one (21), and upon completion of the twentieth year of service each employee shall be granted
29 twenty-three (23) days of paid vacation per year. It is mutually agreed that vacation shall be prorated for
30 an employee's first year of employment in order to establish September 1 as the service date for purposes
31 of computation.
32

33 **Section 6.2.1.**

34 It is also mutually agreed that vacations shall be scheduled at the request of the employee, unless
35 such vacation time would disrupt the normal activities of the school district. An employee may
36 carry over from one year to the next up to one (1) year's accrual of vacation.
37

38 **Section 6.2.2.**

39 No employee may retire with more than thirty (30) days of vacation credit.
40

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

42 Vacation pay for employees working less than twelve (12) months has been converted to a cash value and
43 added to the base hourly rate on the attached salary schedules (paraeducators, health room technicians,
44 LPNs, nutrition services, security, and Head Start/ECEAP teachers).
45
46
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48

ARTICLE VII

1
2 **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, LEAVE OF ABSENCE**
3

4 **Section 7.1. Sick Leave.**

5 Each employee shall accrue one (1) day of sick leave for each calendar month worked, to be added to the
6 employee's sick leave balance at the end of each month. An employee who works eleven (11) working
7 days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested
8 when earned and may be accumulated. Sick leave benefits shall be paid on the basis of base hourly rate
9 applicable to the employee's normal work shift. A doctor's certificate of a disability is required for
10 illnesses or injuries lasting more than five (5) consecutive working days but may be requested by the
11 school district for illness, regardless of the length of absence from work. This will usually not be
12 requested until after the third consecutive workday. Consistent with state law, an employee may also use
13 their sick leave to care for: (a) the employee's child with a health condition who requires treatment or
14 supervision; or (b) the employee's spouse, parent, parent-in-law, or grandparent who has a serious health
15 condition or an emergency condition.
16

17 **Section 7.1.1.**

18 Regular employees shall be allowed to use a maximum of five (5) days of sick leave per year for
19 an emergency. An emergency is defined as an unforeseen and suddenly precipitated occurrence of
20 a serious nature beyond the control of the employee which threatens the well-being or the property
21 of the employee, or for the serious illness of a member of the immediate family, defined as parent,
22 spouse, domestic partner, child, sibling, mother-in-law, father-in-law, grandparent, grandchild, or
23 aunt, uncle, niece, and nephew living in the employee's household. The emergency must be of
24 such a nature that preplanning is not possible or could not relieve the necessity for the employee's
25 absence. Inclement weather, including a snowstorm which results in the closing of schools, is not
26 normally considered an emergency except in unusual circumstances which otherwise fit the
27 definition of emergency, as determined by the employee's supervisor. The approval of the
28 immediate supervisor and reason for the absence shall be submitted on a time sheet.
29

30 An employee may use accrued sick leave to care for their spouse who is hospitalized with a
31 serious health condition and to care for a spouse who has been released from the hospital and who
32 requires the employee's care and/or supervision, as certified by the spouse's physician.
33

34 **Section 7.1.2. Sick Leave Cash Out.**

35 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio
36 of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the
37 employee's option, they may cash out unused sick leave days in January of the school year
38 following any year in which more than sixty (60) days of sick leave is accrued and each January
39 thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four
40 (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four
41 (4) days for each day compensated. No employee may receive compensation for sick leave
42 accumulated in excess of one (1) day per month.
43

44 At the time of separation from school district employment due to *retirement or death, an eligible
45 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's
46 current monetary compensation of the employee for each four (4) full day's accrued sick leave for
47 illness or injury not to exceed a maximum accumulation of one hundred eighty (180) days.
48

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

5 **Section 7.2. Bereavement Leave.**

6 Regular employees shall be allowed a maximum of five (5) working days leave with pay to attend the
7 funeral or make arrangements for same in the event of a death in their immediate family. Immediate
8 family is defined as parent, step-parent, spouse, child, step-child, sibling, grandparents, grandchild,
9 mother-in-law, father-in-law, brother or sister in law, or domestic partner.
10

11 **Section 7.2.1**

12 A maximum of five (5) working days of leave with pay will be allowed to attend the funeral or
13 make arrangements for same in the event of a death of the employee's foster child, aunt, uncle,
14 niece, or nephew if the foster child, aunt, uncle, niece, or nephew are living in the employee's
15 household.
16

17 **Section 7.2.2**

18 One (1) day shall be allowed to attend the funeral of another relative or close friend.
19

20 **Section 7.3.**

21 Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a
22 witness in a judicial or administrative tribunal, the District shall grant to such employee a leave of absence
23 for each day he shall be required to serve in such capacity. The employee shall notify the District of the
24 fact that he has been called for such service immediately after he has been apprised. The employee shall
25 present their supervisor with written evidence that they have been called for such duty. The period of
26 time the employee is on leave of absence for such service shall be considered in all respect as time spent
27 in the normal employ of the District. Employees may retain daily juror stipends that are defined by state
28 law as "reimbursement," provided, if jurors ever receive any salary or compensation for jury service, or if
29 the state auditor subsequently determines that jury stipends must be repaid, the District shall have the
30 right to collect them.
31

32 **Section 7.4.**

33 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
34 time as the employee and their medical advisor deem necessary. Such leave shall be granted as provided
35 by WAC 162-30-020. Employees desiring leave beyond the period of disability for maternity may apply
36 for a leave of absence pursuant to Section 7.5.
37

38 **Section 7.4.1. Adoption Leave.**

39 An employee who adopts a pre-teen child or whose spouse gives birth shall be entitled to utilize
40 up to five (5) days of sick leave. In addition, an employee who is not eligible for FMLA shall be
41 eligible for up to ten (10) workdays of leave without pay. Leave taken under this Section is
42 separate and distinct from Section 7.1.1.
43

44 **Section 7.5.**

45 An employee may apply for a leave of absence not to exceed one (1) year. Such leaves are at the total
46 discretion of the District. Requests for leave of absence must be submitted in writing to the Director of
47 Human Resources, stating the date the leave is to begin and the date the employee will return to work.
48

1 **Section 7.6.**

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

7
8 **Section 7.7.**

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

12
13 **Section 7.8.**

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

18
19 **Section 7.9.**

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

22
23 **Section 7.9.1 Washington Paid Family Medical Leave (PFML)**

24 Commencing on January 1, 2020, employees may be eligible to receive Paid Family and Medical
25 Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. For as
26 long as this program is in effect, the District will pay that portion of the payroll deduction for the
27 premium that it is required to cover by statute. Eligibility criteria for this program are determined
28 by the state (currently employees are eligible if they work eight hundred twenty (820) hours per
29 year). Information on this program is available through the Employment Security Department’s
30 website www.paidleave.wa.gov.

31
32 **Section 7.10. Personal Leave.**

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

- 35
36 A. The purpose of the leave is to take care of personal matters which cannot be taken care of outside
37 the workday.
38 B. Such leave cannot be taken during the first week or last week of the school year.
39 C. Such leave will not be used to extend a holiday or non-workday unless written approval is
40 provided by the Human Resources administrator.
41 D. For nutrition services and maintenance employees, the leave must be arranged with the
42 Department supervisor at least two (2) workdays in advance of the leave and no more than one (1)
43 employee will be allowed to take the same day off, unless the supervisor determines that doing so
44 will not adversely impact services.
45 E. Paraeducators are required to report their absence to the automated substitute system at least two
46 (2) workdays in advance of their requested leave. Only two (2) elementary and two (2) secondary
47 paraeducators will be authorized to be out on personal leave on the same day.
48



1 If an employee does not use their personal leave day, they may cash-out two (2) unused personal leave
2 days after June 1 and receive their regular rate of pay for the day or carry forward one (1) day of personal
3 leave up to a maximum of four (4) accrued days. An employee who has accumulated more than one (1)
4 personal day may not use more than one (1) day at a time without prior authorization from the employee's
5 building principal or immediate administrator. A request for cash-out must be made by the end of the
6 school year. If an employee is permitted to take personal leave in a half (½) day increment, the remaining
7 half (½) day shall be available for cash-out or for use by the employee as otherwise provided in this
8 Section. Forms will be available online after June 1st.

9
10 Personal leave shall be credited September 1 and shall be pro-rated for employees hired after September
11 1.

12 13 14 15 **ARTICLE VIII**

16 17 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

18 19 **Section 8.1.**

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

23 24 **Section 8.2.**

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

30
31 Employees who apply for and are transferred to a new position within their classification (i.e., transfer to
32 a different paraeducator or nutrition services position within school or at different school) or within the
33 bargaining unit will serve a trial period of sixty (60) workdays. During this sixty (60) day trial period, if
34 the employee's performance does not meet expectations, the District may transfer the employee back to
35 their prior position if the position still exists and has not been filled by an employee (does not count as
36 "filled" if position held by a substitute). If the position no longer exists or has been filled as described
37 above, the employee will be placed on the re-employment list for recall pursuant to Section 8.11. The
38 employee may elect to voluntarily revert to their former position if they make a written request to do so
39 within fifteen (15) calendar days of beginning the new position, provided the former position still exists
40 and remains vacant (a position is "vacant" if filled by a substitute). Employees will be advised of their
41 right to voluntarily revert to their prior position in the memo sent by Human Resources addressing their
42 change in positions. Employees will not normally be granted a transfer to another position with the same
43 rate of pay during this sixty (60) workday trial service period unless the transfer represents a gain of one
44 (1) daily hour of time or more, or unless otherwise agreed by the District.

45 46 **Section 8.2.1**

47 Probationary employees shall meet with their evaluator or designee within fifteen (15) workdays
48 after their start date to discuss work expectations and job responsibilities and will also be provided

1 an orientation within the building that includes a tour of the building or workspace and
2 introductions to colleagues.

3
4 **Section 8.3.**

5 Upon completion of the probationary period, the employee shall be granted seniority retroactive their last
6 date of hire.

7
8 **Section 8.4.**

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

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

14
15 **Section 8.5.**

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

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

21
22 **Section 8.6.**

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

25
26 For purposes of reduction in force, Head Start/ECEAP teachers/FSS and assistant teachers shall be
27 considered within the paraeducator general job classification. In determining whether a more senior Head
28 Start/ECEAP teacher/FSS should displace a less senior paraeducator due to having substantially equal or
29 greater qualifications, performance, or ability under Section 8.7, the District may consider the employee's
30 training or experience in curriculum and assessments, as well as experience working with specific age
31 groups.

32
33 **Section 8.7.**

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

41
42
43
44 **Section 8.7.1.**

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

1 **Section 8.8.**

2 Within fifteen (15) working days of being apprised of an opening, the District will (1) post the position,
3 (2) notify the Association of its intent not to post the position, or (3) provide information on why neither
4 decision has been made and an expected timeline for making this decision. The District shall publicize
5 for a minimum of five (5) working days by written posting the availability of open positions. A “working”
6 day, for the purposes of this Section, is a day that the District Office is open.

7
8 **Section 8.8.1.**

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

11
12 **Section 8.8.2.**

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

23
24 **Section 8.8.2.1**

25 When the number of available paraeducator hours allocated to a building is reduced, the
26 assignment of hours within the building shall be based upon the following considerations:
27 the needs of student(s) being served, current or previous work with particular student(s),
28 the needs of the program, skills, training and experience of the staff members, scheduling
29 factors, and the ability to provide continuity of support. When two (2) or more
30 paraeducators are substantially equal with regard to the above listed factors, the assignment
31 of hours will be allocated on the basis of seniority, provided the reduction in hours exceeds
32 fifteen (15) minutes or more per day. A partial loss of hours is not considered a
33 “displacement,” layoff or reduction-in-force under Section 8.10.

34
35 The application of this Section may result in hours being reallocated from a less senior
36 employee to a more senior employee but will not result in a less senior employee losing an
37 entire position. A “position” for purposes of this Section is the total number of regular
38 paraeducator hours assigned to an employee.

39
40 **Section 8.8.3.**

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

1 **Section 8.9.**

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

8
9 **Section 8.10.**

10 Employees who are displaced from their regular positions (due to reduction in force, position elimination,
11 loss of grant funding position, etc.) will have the right to be placed in a comparable position. Pursuant to
12 Section 8.7, lack of work due to loss of a one-on-one (1:1) paraeducator position will not trigger the
13 placement provisions of this Section, provided that the District will make a good faith effort to place such
14 employees in an open position for which they are qualified. For purposes of this Section, “comparable”
15 positions shall mean positions which are at the same pay grade, position status (i.e., regular or temporary),
16 and having the same or greater hours.

17
18 When offering positions to employees who have been notified their regular position is being eliminated or
19 being displaced by another employee, the order of offers shall be as follows:

- 20
21 Step 1: Comparable open position(s) for which the employee is qualified.
- 22 Step 2: When no comparable open position exists, employees shall be placed in a comparable position
23 held by the least senior employee.
- 24 Step 3: If no comparable position is identified in Step 2 above, the employee shall have the option of
25 being placed into a position that is closest in comparability to the one previously held.
- 26 Step 4: If no option exists in Steps 1 & 2 or the employee accepts or rejects an offer to be placed in a
27 less than comparable position, such employee will be considered in layoff status and will remain
28 in layoff status for up to eighteen (18) months until they apply for and are granted another
29 position.

30
31 **Section 8.10.1.**

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

34
35 **Section 8.11.**

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

39
40 **Section 8.12.**

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

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48 **ARTICLE IX**



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DISCHARGE OF EMPLOYEES

Section 9.1.

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

Section 9.1.1.

Employees will be provided information on the basis for any anticipated disciplinary action, and given the opportunity to respond, before discipline is imposed. The District will make a good faith effort to investigate and bring complaints to employees' attention in a timely manner after any complaint is received by the District.

Section 9.1.2.

The Association will be notified prior to the District issuing any formal discipline to an employee.

Section 9.1.3.

Before terminating any employee for performance deficiencies, the District will first provide the employee with notice of such deficiencies and a reasonable opportunity to improve. The District will provide notice to the Association when an employee is placed on a plan of improvement. A reasonable plan of improvement shall be provided prior to any notice of termination. The plan of improvement will be based upon the specific circumstances and performance deficiencies demonstrated by the employee but shall include at least the following elements:

1. Notice of specific performance deficiencies.
2. Notice of the length of the plan of improvement.
3. Notice of the specific goals for employee improvement.
4. Notice of assistance to be offered to the employee, as appropriate, to allow the employee to meet the specified performance goals.

Lack of necessary improvement during the established improvement period, as specifically documented in writing with notification to the employee, or lack of sustained improvement following completion of the improvement period, constitutes grounds for termination of employment. The provision shall not apply in situations where employees are within their probationary period terminated or otherwise disciplined for misconduct.

Section 9.2.

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

Section 9.3. Notification to Non-Annual Employees.

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

1 **Section 9.3.1.**

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

6
7 **Section 9.3.2.**

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

10
11 **Section 9.3.3.**

12 Nothing contained in this Section shall in any regard limit the operation of other Sections of this
13 Article.

14
15
16 **ARTICLE X**

17
18 **INSURANCE AND RETIREMENT**

19
20
21 **Section 10.1. SEBB.**

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

26
27 **Section 10.2. Retirement.**

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

32
33 **Section 10.3.**

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

36
37
38 **ARTICLE XI**

39
40
41 **TRAINING**



1 **Section 11.1. Vocational Training.**

2 In the mutual interests of the District and Association, the District may at its sole discretion, cause funds
3 to be available which may be used by employees subject to this Agreement for vocational improvement.
4 Mandatory/employer directed training will generally be accomplished during an employee’s regularly
5 scheduled hours. The District will annually survey Association members for input on training needs.
6

7 **Section 11.2.**

8 Such funds may be utilized for the following purposes, without limitation:
9

10 **Section 11.2.1.**

11 Salary and reimbursement for employees subject to this Agreement to attend recognized
12 vocational courses within a radius of one hundred (100) miles.
13

14 **Section 11.2.2.**

15 Expenses and materials to establish courses of study within the confines of the District which
16 would be of mutual benefit to the employee and the District.
17

18 **Section 11.2.3.**

19 Purchase of recognized vocational courses from local, State, or National Educational Institutes
20 which would improve the potential of employees subject to this Agreement.
21

22 **Section 11.3.**

23 Employees who attend teacher in-service or instructional improvement sections closely related to their
24 employment, outside of regular hours, shall be compensated at their regular wage for all hours in
25 attendance, if approved by the building principal or immediate administrator.
26

27 **Section 11.4. Training.**

28 The District agrees to provide in-service training on kitchen safety to all new nutrition services hires and
29 nutrition services substitute employees.
30

31 **Section 11.5. Restraint Training.**

32 Employees will be made familiar with District Policy on dealing with student restraint. If the District
33 requires employees to use restraint techniques, the District will train the employees appropriately. When
34 such training is required, employees will be compensated for time spent in training.
35

36 **Section 11.6. First Aid and HIV Training.**

37 The District shall have the right to require new and represented substitute employees to attend unpaid HIV
38 and/or First Aid training as a condition of employment. The District shall pay the cost of the classes and
39 maintains the right to provide or direct employees as to where and how the training will occur.
40

41 **Section 11.6.1.**

42 The District shall have the right to require employees holding certain positions to maintain First
43 Aid and CPR certification. For employees holding such positions, the Agreement will provide the
44 training on paid time.
45

46 **Section 11.7. Information Technology A+ Certification Training.**

47 The District will pay for training materials and cost of passing test for information technology employees
48 who do not currently have A+ certification.



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7 **ARTICLE XII**

8
9 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

10
11 **Section 12.1.**

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

15
16 **Section 12.2.**

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

18
19 **Section 12.3.**

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

27 The Association agrees that, as the custodian of the records, it has the responsibility to ensure the
28 accuracy and safekeeping of those records.

29
30 **Section 12.4. New Hire Orientation.**

31 The District will provide the Association reasonable access to new employees of the bargaining unit for
32 the purpose of presenting information about the Association to new employees. “Reasonable access”, for
33 the purpose of this Section, means the access to the new employees within thirty (30) days of the
34 employee’s start date withing the bargaining unit; the access is for no less than one (1) thirty (30) minute
35 meeting. Access occurs during the employee’s regular work hours, at the employee’s regular worksite, or
36 at a location mutually agreed to by the District and the Association. The presentation may occur during a
37 regularly scheduled employees New Employee Orientation (NEO), or at another time mutually agreed to
38 by the District and the Association. The Association shall have the right to distribute materials, such as
39 the Association’s new hire packets at the orientation.

40
41 **Section 12.5. Hold Harmless.**

42 The Association will defend and indemnify the District against any claims, suits, orders, judgments, or
43 issues, as a result of the District’s implementation of this Article.
44
45
46
47
48



ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.1.

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

Section 13.1.1.

Step One.

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

Maintenance:	Director of Maintenance and Operations
Information Technology:	Chief Technology Officer
Para-ed/ Security:	Building Principal
Health Tech/LPN:	Building Principal and Health Coordinator
Nutrition Services employees:	Director of Nutrition Services
Head Start/ECEAP/FSS/ELC:	Early Learning Center Principal

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.

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

4
5 To effectuate arbitration, the Association shall request within the thirty (30) working days a list of
6 seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list
7 of arbitrators, representatives of the District and the Association shall, within ten (10) working
8 days, meet to select an arbitrator from said list. The selection shall be made by alternately
9 removing one (1) name at a time from the list. The two (2) parties shall decide on order of first
10 removal by the flip of a coin. The remaining name, after each party has eliminated three (3), shall
11 be the arbitrator.

12
13 The scope of the arbitrator's authority shall be limited to grievances arising from specific
14 provisions of the Agreement and the arbitrator shall be without authority to add to, subtract from,
15 or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to
16 make any decision which requires the commission of an act prohibited by law.

17
18 The arbitrator shall render their Decision with sixty (60) calendar days following the conclusion of
19 the arbitration hearing or submission of any post-hearing briefs. The parties shall have fifteen (15)
20 working days from the date of the hearing in which to submit such briefs.

21
22 Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost
23 (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

24
25 The Decision and/or Award shall set forth the Arbitrator's Finding of Fact, reasoning and
26 conclusions on the issues submitted and shall be final and binding on all parties.

27
28 **Section 13.2.**

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

32
33 **Section 13.3.**

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

38
39 **Section 13.4.**

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

43
44 **Section 13.5.**

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

1 **Section 13.6.**

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

6
7
8
9 **ARTICLE XIV**

10 **TRANSFER OF PREVIOUS EXPERIENCE**

11
12
13 **Section 14.1.**

14 Any new hire who is hired to perform work similar to that in which they were previously engaged, may
15 be given longevity credits in the District in accordance with this Article.

16
17 **Section 14.2.**

18 Pursuant to RCW 28A.400.300(2), when any employee leaves one school district within the state and
19 commences employment with the District, the employee shall retain the same leave benefits and other
20 benefits that the employee had in their previous position, including years accrued for salary and longevity
21 placement.

22
23 At the discretion of the Superintendent or designee, a new employee may also be allowed a maximum of
24 four (4) years credit on the appropriate salary schedule for school-related experience in previous
25 employment that would not qualify for salary placement pursuant to RCW 28A.400.300(2). This action is
26 to be taken at time of employment only.

27
28 **Section 14.3**

29 Those employed by Franklin Pierce Schools as a Head Start/ECEAP assistant teacher, and move to a lead
30 teacher in either program shall retain their step level on Schedule A.

31
32
33 **ARTICLE XV**

34 **SAFE WORKPLACE**

35
36
37 **Section 15.1. Harassment.**

- 38 A. The District shall take appropriate measures to avoid workplace intimidation and harassment from
39 outside sources, students, and other District personnel.
40 B. Schools may enact reasonable rules to bar the use of cell phones and other electronic recordings of
41 the employee’s workspace.
42 C. Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct in the
43 presence of an employee shall be disciplined according to District policy. Due process, and/or any
44 individual student plan that may apply. Communications with threatening parents shall be
45 conducted with at least one (1) administrator present upon request of the employee.
46 D. Students found to have used District resources to knowingly make false, obscene or defamatory
47 depictions of or claims against an employee or to include an employee’s image without their
48 permission shall be disciplined according to District policy, due process, and applicable laws.



1 E. Students who falsely accuse an employee of misconduct shall be disciplined according to District
2 policy, due process, and other applicable laws.

3
4 **Section 15.2. Assault on an Employee.**

5 In the event a student assaults an employee, the student shall be disciplined according to District Policy
6 and due process.

7
8
9 **ARTICLE X V I**

10
11 **SALARIES AND EMPLOYEE COMPENSATION**

12
13 **Section 16.1.**

14 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
15 Schedule A attached hereto and by this reference incorporated herein. Substitute employee's salary on the
16 31st day are also included in Schedule A.

17
18 **Section 16.1.1.**

19 Incremental step movements, where applicable, shall take effect September 1 of each year during
20 the term of this Agreement, provided the employee worked in the classification at least two-thirds
21 (2/3) of the preceding contract year.

22
23 **Section 16.1.2.**

24 Effective September 1, 2023: Wages shall be as set forth in the attached wage schedule, which
25 reflects the following adjustments from the 2020-2023 collective bargaining agreement in addition
26 to the state-funded inflationary adjustment of 3.7%:

- 27
- 28 ○ Security: 1.0%
- 29 ○ General Maintenance: 2.0%
- 30 ○ Carpenter, Electrician, HVAC, Locksmith, Painter, Plumber, Warehouse Coord.: 2.0%
- 31 ○ IT Support Specialist: 2.0%
- 32 ○ Network/Systems Specialist: 2.0%
- 33 ○ Nutrition Services Asst III: 2.0%
- 34 ○ Nutrition Services Asst II: 2.0%
- 35 ○ Nutrition Services Asst I: 2.0%
- 36 ○ Nutrition Services Manager I: 2.0%
- 37 ○ Nutrition Services Manager II: 2.0%
- 38 ○ Central Kitchen Manger: 2.0%
- 39 ○ Para Instructor: 2.0%
- 40 ○ Head Start/ECEAP Assistant Teacher: 2.0%
- 41 ○ Paraeducator - JC, ICM, high needs: 3.0%
- 42 ○ Paraeducator – Interprt Tutors: 2.0%
- 43 ○ LPN: 4.0%
- 44 ○ FSS/Head Start/ECEAP Teacher: 2.0%
- 45 ○ Health Tech: 4.0%
- 46

47 Effective September 1, 2024: All wages on Schedule A will be increased by the state-funded
48 inflationary adjustment, if any, provided by the State toward the classified salary allocation in the

1 State Appropriations Act. Additional position-specific increases will be made in the 2024-2025 at
2 the percentages set forth below:

- 3 ○ Security: 0%
- 4 ○ General Maintenance: 0%
- 5 ○ Carpenter, Electrician, HVAC, Locksmith, Painter, Plumber, Warehouse Coord.: 2.0%
- 6 ○ IT Support Specialist: 0%
- 7 ○ Network/Systems Specialist: 2.0%
- 8 ○ Nutrition Services Asst III: 0%
- 9 ○ Nutrition Services Asst II: 0%
- 10 ○ Nutrition Services Asst I: 0%
- 11 ○ Nutrition Services Manager I: 0%
- 12 ○ Nutrition Services Manger II: 0%
- 13 ○ Central Kitchen Manger: 0%
- 14 ○ Para Instructor: 0.0%
- 15 ○ Head Start/ECEAP Assistant Teacher: 0.0%
- 16 ○ Paraeducator - JC, ICM, high needs: 2.0%
- 17 ○ Paraeducator – Interprt Tutors: 0.0%
- 18 ○ LPN: 1.0%
- 19 ○ FSS/Head Start/ECEAP Teacher: 0%
- 20 ○ Health Tech: 1.0%

21
22 Effective September 1, 2025: All wages on Schedule A will be increased by the State-funded
23 inflationary adjustment (IPD), if any, provided by the State toward the classified salary allocation
24 in the State Appropriations Act. Additional position-specific increases will be made in the 2025-
25 2026 at the percentages set forth below:

- 26
27 Security: 2.0%
- 28 General Maintenance: 2.0%
- 29 Carpenter, Electrician, HVAC, Locksmith, Painter, Plumber, Warehouse Coord.: 2.0%
- 30 IT Support Specialist: 2.0%
- 31 Network/Systems Specialist: 2.0%
- 32 Nutrition Services Asst III: 2.0%
- 33 Nutrition Services Asst II: 2.0%
- 34 Nutrition Services Asst I: 2.0%
- 35 Nutrition Services Manager I: 2.0%
- 36 Nutrition Services Manager II: 2.0%
- 37 Central Kitchen Manager: 2.0%
- 38 Para Instructor: 2.0%
- 39 Head Start/ECEAP Assistant Teacher: 2.0%
- 40 Paraeducator - JC, ICM, high needs: 3.0%
- 41 Paraeducator – Interprt Tutors: 2.0%
- 42 LPN: 2.0%
- 43 FSS/Head Start/ECEAP Teacher: 2.0%
- 44 Health Tech: 2.0%

45
46 Upon the request of either party, the District and Association shall reopen on LPN/Health Tech
47 wages during 2024-2025.
48

1
2 **Section 16.1.2.1. Longevity.**

3 The longevity pay set forth on Schedule A shall remain in effect for the term of this
4 Agreement, as follows: Employees at Step 10 – 10 years of service shall receive a
5 longevity bonus of fifty cents (\$0.50) hour in addition to the regular wage and employees
6 at Step 15 – 15 years of service shall receive a longevity bonus of one dollar (\$1.00) hour
7 in addition to the regular wage. Employees at Step 20- 20 years of service shall receive a
8 longevity bonus of one dollar fifty cents (\$1.50) hour in addition to their regular wage.
9 Employees at Step 25- 25 years of service shall receive a longevity bonus of two dollars
10 (\$2.00) hour in addition to their regular wage.
11

12 **Section 16.1.3.**

13 In calculating an employee's longevity for purposes of vacation and the hourly longevity increase,
14 the District will use the date the employee was hired by the District in a regular position (includes
15 temporary positions, does not include substitute positions). If a person's employment has been
16 interrupted by a work-related injury or a lay-off, that person's longevity will continue to accrue as
17 if there was no interruption of service. Longevity rights of an employee shall be lost for the
18 following reasons:
19

- 20 A. Resignation,
 - 21 B. Discharge or
 - 22 C. Retirement.
- 23

24 **Section 16.1.3.1.**

25 Employees who have worked for the District in another classification or another bargaining
26 unit as a regular employee (not as a substitute) must provide the Human Resources
27 Department with written notice of this fact. Otherwise, the employee waives the
28 opportunity to take advantage of this provision.
29

30 **Section 16.1.4.**

31 High needs paraeducators and intervention case managers will be compensated from the “high
32 needs/ICM” column of Schedule A. The “high needs/ICM” column shall be at one hundred five
33 percent (105%) of the paraeducator instructional pay. These positions shall be posted as either
34 high needs paraeducators or intervention case managers.
35

36 “High needs” paraeducators are special education paraeducators who, as a regular and continuing
37 part of their duties, (1) are assigned to support center classrooms (EBD/STRIDES self-contained
38 classrooms and Life Skills classrooms) or high needs/developmental preschool classrooms, (2)
39 supervise and direct students in work experiences off of the school campus in a “job coach” role,
40 or (3) are assigned one-on-one (1:1) to high-needs students in the general education environment.
41

42 For purposes of defining one-on-one (1:1) paraeducators assisting high-needs students in the
43 general education environment, “high needs” means paraeducators who assist students with
44 Individualized Education Plans in the following ways: (1) paraeducators who provide assistance
45 with toileting, changing or with tube feeding/medical assistance for medically fragile students; and
46 (2) paraeducators assigned one-on-one to students whose IEPs or 504 plans contain emergency
47 response protocol, if the paraeducator is expected and trained to provide such interventions.
48

PBIS Paraeducators will be compensated from the “High Needs/ICM” column of Schedule A beginning in 2023-2024. In addition, PBIS Paraeducators and Behavior Intervention Paraeducators will qualify for an additional \$1.00 per hour in pay upon successful completion of PBIS training as designated by the District. Training will be online, self-paced, approximately 40 hours, and time will be available during early release to complete it.

Section 16.2.

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 17.2.

Section 16.2.1.

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

Section 16.3.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 16.4.

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

Section 16.5. Professional Development Plan.

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

Nutrition Services Employees

Nutrition services employees who complete the SNA certification process will receive increased compensation as indicated below during each year that they have received or maintained their certification. Salary schedule increases shall be effective September 1 following the completion of the required courses provided that no later than August 31 of that year, the employee submit the following to the Director of Nutrition Services: (1) documentation certifying the successful completion of the required courses, and (2) a copy of the certification application the employee submitted to SNA.

SNA Certification Compensation:

\$0.80/hour for Level I

\$1.10/hour for Level II

\$1.35/hour for Level III

\$1.60/hour for Level IV

Paraeducators

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

fifty percent (50%) must have been earned DURING 1992 or later. To receive credit, all clock hours and/or classes must be earned while employed by the District and all clock hours and/or classes must be job-related.

- 45 completed clock hours or 4.5 completed college credits = \$0.05 per hour increase.
- 90 completed clock hours or 9 completed college credits = \$0.10 total increase per hour.
- 135 completed clock hours or 13.5 completed college credits = \$0.15 total increase per hour.
- 180 completed clock hours or 18 completed college credits = \$0.25 total increase per hour.
- 225 completed clock hours or 22.5 completed college credits = \$0.30 total increase per hour.
- 270 completed clock hours or 27 completed college credits = \$0.35 total increase per hour.
- 315 completed clock hours or 31.5 completed college credits = \$0.40 total increase per hour.
- 360 completed clock hours or 36.0 completed college credits = \$0.45 total increase per hour.

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

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

Maintenance Employees

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

Section 16.5.1. Paperwork Requirements and Timing of Increase.

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

Section 16.5.2.

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

Section 16.5.3.

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

Section 16.6. Apparel Provided /Allocation.

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

1 **Section 16.6.1. Nutrition Services.**

2 The District will provide all Nutrition Services workers with access to an account to purchase
3 approved uniform work attire, and reimbursement for documented purchases of non-slip shoes,
4 which must be worn at work. Newly hired regular employees will receive a total allocation of up
5 to three hundred dollars (\$300) for work attire and shoes during their first year. Employees hired
6 after March 1 will receive two hundred dollars (\$200). After this initial allocation, employees will
7 have access to one hundred dollars (\$100) per year for replacement items.

8
9 **Section 16.6.2. Maintenance.**

10 The District will provide all Maintenance workers with access to an account to purchase approved
11 uniform work clothing and/or protective footwear which must be worn at work. Each employee's
12 account shall be allocated five hundred dollars (\$500).

13
14 **Section 16.6.3. Health Techs / LPN.**

15 The District will reimburse health room staff for documented purchases of required apparel and
16 close-toes shoes which must be worn at work. Newly hired regular employees will receive a total
17 allocation of up to three hundred dollars (\$300) for work attire and shoes during their first year.
18 Employees hired after March 1 will receive two hundred dollars (\$200). After this initial
19 allocation, employees will have access to one hundred dollars (\$100) per year for replacement
20 items.

21
22 **Section 16.7. Direct Deposit.**

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

28
29 **Section 16.8. Overpayments.**

30 If the District is required to collect any overpayments of wages, the District will follow the procedures set
31 forth in [RCW 49.48.210](#), as now existing or hereafter amended.

32
33
34
35
36
37
38
39 **ARTICLE XVII**

40
41 **TERM AND SEPARABILITY OF PROVISIONS**

42
43 **Section 17.1.**

44 The term of this Agreement shall be September 1, 2023 to August 31, 2026.

45
46 **Section 17.2.**

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

1
2 **Section 17.2.1.**

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

7
8 **Section 17.3.**

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

11
12 **Section 17.4.**

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

15
16 **Section 17.5.**

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

19
20 **Section 17.6.**

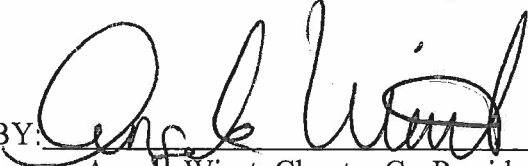
21 This Agreement constitutes the entire Agreement between the parties concluding bargaining for its term,
22 except as specifically provided in Section 16.2 and 16.5. All matters not covered herein shall be
23 determined by the District, provided this Agreement may be altered, changed, added to, deleted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

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU LOCAL 1948

FRANKLIN PIERCE CHAPTER #604

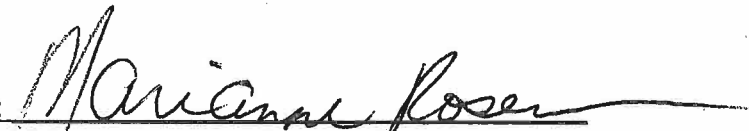
BY: 
Angela Wiest, Chapter Co-President

DATE: 9/20/23

FRANKLIN PIERCE SCHOOL DISTRICT #402

BY: 
Lance Goodpaster, Superintendent

DATE: 9.22.23

BY: 
Marianne Rosen, Co-President

DATE: 9-20-23



Schedule A

PSE of Franklin Pierce
September 1, 2023 - August 31, 2024

	Sub Rate	Step 01	Step 02	Step 03	Step 04	Step 05	Step *10	Step *15	Step *20	Step *25
Maintenance Services										
Security	24.25	26.94	27.62	28.29	29.13	29.71	30.21	30.71	31.21	31.71
Grounds Maintenance	24.49	27.21	28.06	28.95	29.79	30.39	30.89	31.39	31.89	32.39
Warehouse Driver	24.78	27.53	28.37	29.27	30.16	30.77	31.27	31.77	32.27	32.77
General Maintenance	26.32	29.24	30.14	31.05	32.00	32.64	33.14	33.64	34.14	34.64
Carpenter	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
Electrician	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
HVAC	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
Locksmith	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
Painter	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
Plumber	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
Warehouse Coord	32.51	36.12	37.25	38.38	39.57	40.37	40.87	41.37	41.87	42.37
Information Technology										
IT Support Specialist	29.40	32.67	34.49	36.32	38.16	40.01	40.51	41.01	41.51	42.01
Network Specialist	35.90	39.89	40.74	41.56	42.41	43.26	43.76	44.26	44.76	45.26

	Sub Rate	Step 01	Step 02	Step 03	Step 04	Step 05	Step *10	Step *15	Step *20	Step *25
Nutrition Services										
NS Assistant III	16.98	18.87	19.40	19.96	20.72	21.64	22.14	22.64	23.14	23.64
w/Level I SNA Certificate	16.98	19.67	20.20	20.76	21.52	22.44	22.94	23.44	23.94	24.44
w/Level II SNA Certificate	16.98	19.97	20.50	21.06	21.82	22.74	23.24	23.74	24.24	24.74
w/Level III SNA Certificate	16.98	20.22	20.75	21.31	22.07	22.99	23.49	23.99	24.49	24.99
w/Level IV SNA Certificate	16.98	20.47	21.00	21.56	22.32	23.24	23.74	24.24	24.74	25.24
NS Manager II	16.98	22.75	23.43	23.90	25.28	26.29	26.79	27.29	27.79	28.29
w/Level I SNA Certificate	16.98	23.55	24.23	24.70	26.08	27.09	27.59	28.09	28.59	29.09
w/Level II SNA Certificate	16.98	23.85	24.53	25.00	26.38	27.39	27.89	28.39	28.89	29.39
w/Level III SNA Certificate	16.98	24.10	24.78	25.25	26.63	27.64	28.14	28.64	29.14	29.64
w/Level IV SNA Certificate	16.98	24.35	25.03	25.50	26.88	27.89	28.39	28.89	29.39	29.89
NS Assistant II	16.98	19.34	19.91	20.46	21.11	21.95	22.45	22.95	23.45	23.95
w/Level I SNA Certificate	16.98	20.14	20.71	21.26	21.91	22.75	23.25	23.75	24.25	24.75
w/Level II SNA Certificate	16.98	20.44	21.01	21.56	22.21	23.05	23.55	24.05	24.55	25.05
w/Level III SNA Certificate	16.98	20.69	21.26	21.81	22.46	23.30	23.80	24.30	24.80	25.30
w/Level IV SNA Certificate	16.98	20.94	21.51	22.06	22.71	23.55	24.05	24.55	25.05	25.55
NS Assistant I	16.98	20.23	20.88	21.46	22.51	23.54	24.04	24.54	25.04	25.54
w/Level I SNA Certificate	16.98	21.03	21.68	22.26	23.21	24.34	24.84	25.34	25.84	26.34
w/Level II SNA Certificate	16.98	21.33	21.98	22.56	23.61	24.64	25.14	25.64	26.14	26.64
w/Level III SNA Certificate	16.98	21.58	22.23	22.81	23.86	24.89	25.39	25.89	26.39	26.89
w/Level IV SNA Certificate	16.98	21.83	22.48	23.06	24.11	25.14	25.64	26.14	26.64	27.14
NS Baker I	16.98	21.77	22.40	23.11	23.77	x	24.27	24.77	25.27	25.77
w/Level I SNA Certificate	16.98	22.57	23.20	23.91	24.57	x	25.07	25.57	26.07	26.57
w/Level II SNA Certificate	16.98	22.87	23.50	24.21	24.87	x	25.37	25.87	26.37	26.87
w/Level III SNA Certificate	16.98	23.12	23.75	24.46	25.12	x	25.62	26.12	26.62	27.12
w/Level IV SNA Certificate	16.98	23.37	24.00	24.71	25.37	x	25.87	26.37	26.87	27.37
NS Manager I	16.98	22.58	23.29	24.35	25.45	25.95	26.45	26.95	27.45	27.95
w/Level I SNA Certificate	16.98	23.38	24.09	25.15	26.25	26.75	27.25	27.75	28.25	28.75
w/Level II SNA Certificate	16.98	23.68	24.39	25.45	26.55	27.05	27.55	28.05	28.55	29.05
w/Level III SNA Certificate	16.98	23.93	24.64	25.70	26.80	27.30	27.80	28.30	28.80	29.30
w/Level IV SNA Certificate	16.98	24.18	24.89	25.95	27.05	27.55	28.05	28.55	29.05	29.55
NS Central Kitchen Manager	16.98	24.86	25.60	26.78	27.99	28.54	29.04	29.54	30.04	30.54
w/Level I SNA Certificate	16.98	25.66	26.40	27.58	28.79	29.34	29.84	30.34	30.84	31.34
w/Level II SNA Certificate	16.98	25.96	26.70	27.88	29.09	29.64	30.14	30.64	31.14	31.64
w/Level III SNA Certificate	16.98	26.21	26.95	28.13	29.34	29.89	30.39	30.89	31.39	31.89
w/Level IV SNA Certificate	16.98	36.46	27.20	28.38	29.59	30.14	30.64	31.14	31.64	32.14

	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 - Health Tech	20.79	23.10	23.76	24.45	25.37	26.43	26.93	27.43	27.93	28.43
w/45 clock hours	20.79	23.15	23.81	24.50	25.42	26.48	26.98	27.48	27.98	28.48
w/90 clock hours	20.79	23.20	23.86	24.55	25.47	26.53	27.03	27.53	28.03	28.53
w/135 clock hours	20.79	23.25	23.91	24.60	25.52	26.58	27.08	27.58	28.08	28.58
w/180 clock hours	20.79	23.35	24.01	24.70	25.62	26.68	27.18	27.68	28.18	28.68
w/AA Degree	20.79	23.85	24.51	25.20	26.12	27.18	27.68	28.18	28.68	29.18
w/BA Degree	20.79	24.35	25.01	25.70	26.62	27.68	28.18	28.68	29.18	29.68
LPN	27.83	30.92	31.80	32.93	33.59	34.63	35.13	35.63	36.13	36.63



Schedule A

PSE of Franklin Pierce
September 1, 2023 - August 31, 2024

	Sub Rate	Step 01	Step 02	Step 03	Step 04	Step 05	Step *10	Step *15	Step *20	Step *25
Paraeducator - Instructors										
Base Rate	19.13	21.26	21.85	22.48	23.52	24.68	25.18	25.68	26.18	26.68
w/45 clock hours	19.13	21.31	21.90	22.53	23.57	24.73	25.23	25.73	26.23	26.73
w/90 clock hours	19.13	21.36	21.95	22.58	23.62	24.78	25.28	25.78	26.28	26.78
w/135 clock hours	19.13	21.41	22.00	22.63	23.67	24.83	25.33	25.83	26.33	26.83
w/180 clock hours	19.13	21.51	22.15	22.78	23.82	24.98	25.48	25.98	26.48	26.98
w/225 clock hours	19.13	21.56	22.15	22.78	23.82	24.98	25.48	25.98	26.48	26.98
w/270 clock hours	19.13	21.61	22.20	22.83	23.87	25.03	25.53	26.03	26.53	27.03
w/315 clock hours	19.13	21.66	22.25	22.88	23.92	25.08	25.58	26.08	26.58	27.08
w/360 clock hours	19.13	21.71	22.30	22.93	23.97	25.13	25.63	26.13	26.63	27.13
w/AA Degree	19.13	22.01	22.60	23.23	24.27	25.43	25.93	26.43	26.93	27.43
w/BA Degree	19.13	22.51	23.10	23.73	24.77	25.93	26.43	26.93	27.43	27.93
Paraeducator - Job Coach, ICM, High Needs										
Base Rate	20.66	22.95	23.60	24.30	25.42	26.65	27.15	27.65	28.15	28.65
w/45 clock hours	20.66	23.00	23.65	24.35	25.47	26.70	27.20	27.70	28.20	28.70
w/90 clock hours	20.66	23.05	23.70	24.40	25.52	26.75	27.25	27.75	28.25	28.75
w/135 clock hours	20.66	23.10	23.75	24.25	25.57	26.80	27.30	27.80	28.30	28.80
w/180 clock hours	20.66	23.20	23.85	24.55	25.67	26.90	27.40	27.90	28.40	28.90
w/225 clock hours	20.66	23.25	23.90	24.60	25.72	26.95	27.45	27.95	28.45	28.95
w/270 clock hours	20.66	23.30	23.95	24.65	25.77	27.00	27.50	28.00	28.50	29.00
w/315 clock hours	20.66	23.35	24.00	24.70	25.82	27.05	27.55	28.05	28.55	29.05
w/360 clock hours	20.66	23.40	24.05	24.75	25.87	27.10	27.60	28.10	28.60	29.10
w/AA Degree	20.66	23.70	24.35	25.05	26.17	27.40	27.90	28.40	28.90	29.40
w/BA Degree	20.66	24.20	24.85	25.55	26.67	27.90	28.40	28.90	29.40	29.90
Paraeducator - Interpreter, Tutors										
Base Rate	26.51	29.46	30.27	31.14	32.03	32.91	33.41	33.91	34.41	34.91
w/45 clock hours	26.51	29.51	30.32	31.19	32.08	32.96	33.46	33.96	34.46	34.96
w/90 clock hours	26.51	29.56	30.37	31.24	32.13	33.01	33.51	34.01	34.51	35.01
w/135 clock hours	26.51	29.61	30.42	31.29	32.18	33.06	33.56	34.06	34.56	35.06
w/180 clock hours	26.51	29.71	30.52	31.39	32.28	33.16	33.66	34.16	34.66	35.16
w/225 clock hours	26.51	29.76	30.57	31.44	32.33	33.21	33.71	34.21	34.71	35.21
w/270 clock hours	26.51	29.81	30.62	31.49	32.38	33.26	33.76	34.26	34.76	35.26
w/315 clock hours	26.51	29.86	30.67	31.54	32.43	33.31	33.81	34.31	34.81	35.31
w/360 clock hours	26.51	29.91	30.72	31.59	32.48	33.36	33.86	34.36	34.86	35.36
w/AA Degree	26.51	30.21	31.02	31.89	32.78	33.66	34.16	34.66	35.16	35.66
w/BA Degree	26.51	30.71	31.52	32.39	33.28	34.16	34.66	35.16	35.66	36.16
Paraeducator - HeadStart/ECEAP Assistan Tchrs										
Base Rate	20.66	22.65	23.30	23.97	25.08	26.31	26.81	27.31	27.81	28.31
w/45 clock hours	20.66	22.70	23.35	24.02	25.13	26.36	26.86	27.36	27.86	28.36
w/90 clock hours	20.66	22.75	23.40	24.07	25.18	26.41	26.91	27.41	27.91	28.41
w/135 clock hours	20.66	22.80	23.45	24.12	25.23	26.46	26.96	27.46	27.96	28.46
w/180 clock hours	20.66	22.90	23.55	24.22	25.33	26.56	27.06	27.56	28.06	28.56
w/225 clock hours	20.66	22.95	23.60	24.27	25.38	26.61	27.11	27.61	28.11	28.61
w/270 clock hours	20.66	23.00	23.65	24.32	25.43	26.66	27.16	27.66	28.16	28.66
w/315 clock hours	20.66	23.05	23.70	24.37	25.48	26.71	27.21	27.71	28.21	28.71
w/360 clock hours	20.66	23.10	23.75	24.42	25.53	26.76	27.26	27.76	28.26	28.76
w/AA Degree	20.66	23.40	24.05	24.72	25.83	27.06	27.56	28.06	28.56	29.06
w/BA Degree	20.66	23.90	24.55	25.22	26.33	27.56	28.06	28.56	29.06	29.56

	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step *10	Step *15	Step *20	Step *25
HeadStart/ECEAP Lead Teachers & Family Support Specialists												
w/AA Degree	30.08	30.70	31.31	31.95	32.61	33.25	33.92	34.55	35.05	35.55	36.05	36.55
w/BA Degree	34.76	35.15	35.86	36.57	37.28	38.03	38.80	39.57	40.07	40.57	41.07	41.57
w/MA Degree	38.00	38.39	39.15	39.93	40.72	41.55	42.40	43.24	43.74	44.24	44.74	45.24

1
2



BOARD POLICY 5404

5404 Family, Medical, Maternity and Military Caregiver Leave**I. State Paid Family and Medical Leave (PFML)**

Paid family and medical leave are benefits administered by the Washington State Employment Security Department. Employees interested in applying for these benefits must follow the process described in Chapter 192-610 WAC. Employees who have questions regarding the application process may contact the Employment Security Department or visit its website at paidleave.wa.gov. The district will post notices made available by the Employment Security Department that provide pertinent information regarding paid family and medical leave benefits.

A brief description of the paid family and medical leave benefits program is provided below. The description is not meant to capture every aspect of the program; rather, it is meant to give a general overview.

Employees who have worked 820 hours during the first four of the last five completed calendar quarters or the last four completed calendar quarters are eligible for paid family and medical leave.

Family leave means leave taken by an employee from work for the following reasons:

- A. To participate in providing care, including physical or psychological care, for a family member made necessary by a serious health condition of the family member.
- B. To bond with the employee's child during the first 12 months after the child's birth, or the first 12 months after the placement of a child under the age of eighteen with the employee; or
- C. Because of any qualifying exigency as permitted under the federal Family and Medical Leave Act for family members as defined by RCW 50A.05.010(10).

Medical leave means any leave taken by an employee from work made necessary by the employee's own serious health condition as defined by RCW 50A.05.010(20).

Amount of Leave

Employees may take up to 12 weeks of paid family leave during a period of 52 consecutive calendar weeks.

Employees may take up to 12 weeks of paid medical leave during a period of 52 consecutive calendar weeks. Paid medical leave may be extended by two weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Employees may take a combined 16 weeks of paid family and paid medical leave during a period of 52 consecutive calendar weeks. The combined total may be extended to 18 weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Employee Notice to District

An employee must provide the district at least 30 days' written notice before paid family or medical leave is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition.

1
2 An employee must provide the district written notice as soon as practicable when 30 days' notice is not
3 possible because of a lack of knowledge of approximately when leave will be required to begin, because
4 of a change in circumstances, or because of a medical emergency.
5

6 An employee must provide the district written notice as soon as is practicable for foreseeable leave due to
7 a qualifying military exigency, regardless of how far in advance such leave is foreseeable.
8

9 The notice must be in writing and contain at least the anticipated timing and duration of the leave.
10

11 **District Notice to Employee**

12 Whenever the district becomes aware that an employee is absent from work for more than seven
13 consecutive days to take family or medical leave, the district must provide the employee with a written
14 statement provided by the Employment Security Department of the employee's rights.
15

16 The notice will be sent by the fifth business day after the employee's seventh consecutive missed day of
17 work due to family or medical leave or by the fifth business day after the employer becomes aware that
18 the employee's absence is due to family or medical leave, whichever is later.
19

20 **Employment Restoration**

21 Upon return from paid family or medical leave, an employee may be entitled to be restored to the position
22 of employment held by the employee when the leave commenced or to be restored to an equivalent
23 position with equivalent employment benefits, pay, and other terms and conditions of employment. If the
24 same, or an equivalent position is not available, the employee rights to a position will be determined by
25 that employee's collective bargaining agreement.
26

27 As a condition of restoration for employees who have taken medical leave, the district may require those
28 employees to receive certification from their health care provider that they are able to resume work.
29

30 The district may deny restoration to any salaried employee who is among the highest paid ten percent of
31 its employees if the following apply:
32

- 33 A. Denial is necessary to prevent substantial and grievous economic injury to the operations of the
34 employer;
- 35 B. The district notifies the employee of its intent to deny restoration on such basis at the time the
36 district determines the injury would occur; and
- 37 C. The leave has commenced and the employee elects not to return to employment after receiving
38 the notice.
39

40 The district may also deny restoration if the employee would not otherwise have been employed at the
41 time of reinstatement.
42

43 If the district chooses to deny restoration, it will provide written notice of such denial in person or by
44 certified mail. The notice will include a statement that the district intends to deny employment restoration
45 when the leave has ended, the reasons behind the decision to deny restoration, an explanation that health
46 benefits will still be paid for the duration of the leave, and the date on which eligibility for employer-
47 provided health benefits ends.
48

1 The rights described above only apply in the following circumstances: the district has 50 or more
2 employees; the employee has been employed by the district for 12 months or more; and the employee has
3 worked for the district for at least 1,250 hours during the 12 months immediately preceding the date on
4 which leave will commence.

6 **II. Federal Family and Medical Leave (FMLA)**

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

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

19
20 Leave taken for newborn, adopted, or foster childcare will be completed within one year after the date of
21 birth or placement for adoption or foster care.

22
23 Family leave authorized under this policy must be taken full-time and consecutively unless an alternative
24 schedule is approved by the superintendent or where intermittent or reduced leave is medically necessary.
25 Instructional staff may not take reduced or intermittent leave when it would constitute 20% of the number
26 of working days in the period during which the leave would extend without the approval of the
27 superintendent. An instructional employee may be transferred to an alternative equivalent position that
28 would accommodate reduced or intermittent leave if such a position is available.

29
30 A period of family leave is in addition to any sick leave taken due to the employee's temporary disability
31 attributable to pregnancy prior to childbirth.

32
33 If both parents of a newborn or newly adopted child are employed by the school district, they will be
34 entitled to a total of 12 work weeks of family leave during any 12-month period, and leave will be granted
35 to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a
36 serious health condition.

37
38 The superintendent may require written verification from the employee's health care provider.

39
40 The district may obtain the opinion of a second health care provider, at district expense, concerning any
41 information pertinent to the employee's leave request. If the opinions of the health care providers differ on
42 any matter determinative of the employee's eligibility for family leave, the two health care providers will
43 select a third provider, whose opinion, obtained at the employer's expense, will be conclusive.

44
45 The district will maintain group health plan benefits for an employee during his or her FMLA leave,
46 paying the same portion of the premium as it did while the employee was working.

1 FMLA leave is unpaid except to the extent that employees are able to use accrued paid leave concurrently
2 with FMLA leave. Employees will be required to use accrued vacation and personal leave for any
3 otherwise unpaid FMLA leave. Additionally, employees will be required to use sick leave for any
4 otherwise unpaid leave needed to care for a family member with a serious health condition or for the
5 employee's serious health condition to the extent the leave meets the requirements for use of sick leave.
6 Employees covered by collective bargaining agreements should refer to their agreements to determine
7 qualifying circumstances for the use of accrued leave.

8 9 **III. Military Caregiver Leave**

10
11 An employee who is the spouse, son or daughter, parent, or next of kin of a service member who is
12 recovering from a serious illness or injury sustained while on active duty is entitled to 26 weeks of unpaid
13 leave in a 12-month period to care for the service member.

14 15 **Return to Work**

16 Any employee returning from an authorized family leave may be entitled to the same position held by the
17 employee when the leave commenced, to a position with equivalent benefits and pay, or according to the
18 terms in the collective bargaining agreement.

19
20 Reinstatement of an employee returning from family leave need not occur if a) the specific job is
21 eliminated by a bona fide restructuring or reduction-in-force resulting from lack of funds or lack of work;
22 b) an employee on family leave takes a position with another employer outside the home; or c) the
23 employee fails to provide the required notice of intent to take family leave or fails to return on the
24 established ending date of leave. If an employee fails to return from family leave, the district may recover
25 the costs of the employee's health benefits paid during the leave.

26
27 Instructional staff may be required to delay their return from family leave to the beginning of the next
28 semester under the following circumstances:

- 29
30 A. The employee began leave five or more weeks before the end of the semester, the leave is for
31 more than three weeks, and the employee would otherwise return to work within three weeks of
32 the end of the semester.
33 B. The employee began family leave (except for a personal health condition) less than five weeks
34 before the end of the semester, the leave is for more than two weeks, and the employee would
35 otherwise return to work within two weeks of the end of the semester.
36 C. The employee began family leave (except for a personal health condition) three or fewer weeks
37 before the end of the semester and the period of leave is more than five working days.
38

39 **IV. Maternity Leave**

40
41 A staff member may use accumulated, paid sick leave for the period of actual disability attributable to
42 pregnancy or childbirth. This period will extend from the date of birth for a period of not more than 60
43 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60
44 days is otherwise verified in writing by the employee's physician.

45
46 If the employee's accumulated sick leave is exhausted during the period of maternity, the district will
47 grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder
48 of the period of actual disability due to pregnancy or childbirth.

1
2 During any unpaid portion of such leave of absence, the staff member may pay the premiums for any
3 district insurance plans to keep coverage in effect for the employee and her family.
4
5
6

7 **Notice**

8 A pregnant staff member is requested to notify her immediate supervisor and the superintendent by the
9 beginning of the fifth month of pregnancy.
10

11 At the time of such notice the staff member will submit a written request to her immediate supervisor and
12 the superintendent for one or more of the following:
13

- 14 A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
- 15 B. Family leave for a period of up to 12 weeks, in addition to any period of maternity disability
16 leave, the district will extend the employee's health benefit during this period of unpaid leave;
- 17 C. Leave of absence for a period of up to the beginning of the next school term or school year.
18 Such extended leave of absence may be approved at the discretion of the superintendent based
19 upon consideration of educational program needs and the desires of the staff member, together
20 with the recommendation of her personal physician or licensed practitioner; or
- 21 D. Termination of employment by resignation.

22 The notice to the district will include the approximate beginning and ending dates for the leave.
23

24 **Employment Conditions**

25 A pregnant staff member may continue working as long as she is capable of performing her normal duties,
26 with the written approval of her physician or licensed practitioner.
27

28 The staff member may return to work when physically able to perform her duties. If the employee intends
29 to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify
30 that the staff member is in good health and ready to resume her duties.
31

32 No later than 30 days after the date of birth, the staff member is requested to notify the superintendent of
33 the specific date when she will return to work. Unless the superintendent approves an earlier date of
34 return, the employee will give at least 14 days advance notice of the actual date of return.
35

36 The staff member will return to her duties following an extended leave of absence on the date approved
37 by the superintendent. If the employee is still experiencing a disability due to pregnancy, miscarriage,
38 abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled
39 date of return, an additional period of unpaid leave of absence may be approved at the discretion of the
40 superintendent based upon consideration of educational program needs and the recommendation of the
41 employee's personal physician or licensed practitioner.
42

43 **Assignment upon Return**

44 An employee who has taken a leave of absence only for the actual period of disability relating to
45 pregnancy or childbirth or up to 12 weeks of family leave will return to the same assignment, or a similar
46 position for which she is qualified with at least the same pay and benefits, as she held prior to the
47 maternity leave or family leave.
48

1 Upon return from an extended maternity leave, a staff member will be entitled to a position in the district
2 subject to the availability of a position for which she is qualified. An effort will be made to place the staff
3 member in her original position or in a comparable position.
4
5
6

7 **Legal References:**

8 RCW 28A.400.300 Hiring and discharging of employees – Written leave policies – Seniority and leave
9 benefits of employees transferring between school districts and other educational employers.

10 Title 50A RCW Family and Medical Leave

11 WAC 162-30-020 Pregnancy, childbirth, and pregnancy related conditions

12 Ch. 192, 500-800 WAC Paid Family and Medical Leave

13 29 USC Sec 2601 Family and Medical Leave Act of 1993

14 29 CFR 825 Family and Medical Leave Act of 1993
15

16 **Adoption Date: 12/9/97**

17 **Franklin Pierce Schools**

18 **Revised: 11/18/08; 8/18/09; 2/14/12; 11/10/20**
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