

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF AUBURN (PSEA) #701

AND

AUBURN SCHOOL DISTRICT #408

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

P O Box 798

Auburn, Washington 98071-0798

866.820.5652

www.pseclassified.org

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1 **Section 1.3.**

2 The District will provide the Association with job descriptions and such amendments, changes, and
3 additions to job descriptions within the bargaining unit as they may from time to time occur. Creation of
4 new positions, subject to Section 1.4., shall require reopening of this Agreement pursuant to Article
5 XVII, Section 17.3., for salaries only.
6

7 **Section 1.4.**

8 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
9 following general job classifications: Child Nutrition Services, Custodial, Paraeducators, Grounds,
10 Trades, Warehouse (includes Laundry), Family Engagement Liaisons and ECEAP. Nothing within this
11 Agreement pertains to employees not employed on a regular basis.
12

13 **Section 1.5. Substitute Employee.**

14 A substitute employee is an employee who fills in for a regular employee who is temporarily unavailable
15 due to illness, injury, or some other authorized leave status. A substitute employee always works in a
16 position that belongs to another bargaining unit employee. Substitute employees shall be paid according
17 to the District’s “Miscellaneous Salary Schedule” but shall have no other rights.
18

19 **Section 1.6. Temporary Employee.**

20 A temporary employee is an employee who works in a non-permanent position that does not belong to a
21 permanent employee. Temporary employees shall be paid at the District’s “Miscellaneous Salary
22 Schedule”. A temporary job assignment or position shall not exceed seventy-five (75) calendar days. If
23 the temporary job assignment exceeds the seventy-five (75) calendar day limit, the job will be posted
24 and filled with a permanent employee.
25

26 **Section 1.7.**

27 A permanent employee moved into a substitute or temporary status, due to a transfer, shall be paid at
28 their regular rate of pay or the first step of the position held, whichever is greater.
29

30 **Section 1.8.**

31 The use of student employees or volunteers shall not displace laid off (or RIF’d) bargaining unit
32 employees.
33
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35

36 **ARTICLE II**

37 **RIGHTS OF THE EMPLOYER**

38 **Section 2.1.**

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

5
6 **Section 2.2.**

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

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13 **ARTICLE III**

14
15 **RIGHTS OF EMPLOYEES**

16
17 **Section 3.1.**

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

26
27 **Section 3.2.**

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

30
31 **Section 3.3. Discrimination.**

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

40
41 **Section 3.4. Affirmative Action.**

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

45
46 **Section 3.5. Disability Accommodation.**

47 The Association agrees with and supports the concept of accommodation obligations under the
48 provisions of the Americans with Disabilities Act; therefore, the parties mutually agree to use their best
Collective Bargaining Agreement (2022-2025)
Auburn PSEA Chapter #701 and
the Auburn School District #408



1 efforts to ensure that this agreement will not be in conflict with or inconsistent with the District's and
2 Association's responsibilities to accommodation obligations under the provisions of the Americans with
3 Disabilities Act.

4
5 **Section 3.6. Personnel Files.**

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

18
19 **Section 3.7. Annual Performance Evaluation.**

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

23
24 The District will not downgrade an employee for the use of any approved leave time, or any other
25 protected subject matter on their evaluation, such as: FMLA, Sick Leave, L&I, Personal Leave, etc.

26
27 **Section 3.8. Security Cameras.**

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

30
31 Video/audio shall be viewed by district administrators or security. The employee will be notified if
32 copies of the video/audio or portions thereof were forwarded to a principal, vice principal, or law
33 enforcement officer. Confidentiality and security shall be maintained at all times.

34
35 Conferences requiring video/audio viewing will take place in a private area. During conference viewing,
36 only directly involved parties (i.e., employee, parent/guardian, student, building administrator, law
37 enforcement officer) may view the video/audio. If a video is to be used in any disciplinary action, the
38 employee has the right to view such video.

39
40 **Section 3.9. Weingarten Rights.**

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

44
45 **Section 3.10. Interpretation Assistance**

46 Employees who are subject to a Letter of Direction or Plan of Improvement from their supervisor, or
47 discipline from Human Resources, may request to bring an interpreter to the meeting.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees consistent with Section 1.4. of this Agreement; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices, regarding wages, hours and working conditions, which are within the authority of the District; and to enter collective negotiations with the object of reaching an Agreement applicable to all employees within the unit.

Section 4.1.1.

The District shall, when possible, make its best efforts to provide notice to the union of any principal waivers requested pursuant to the provisions of RCW 28A.30 if said waivers directly impact any union member.

Section 4.2.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

Section 4.2.1. Release Time.

The District will grant release time, without a deduction in pay, for up to a maximum of ten (10) work shifts per school year (September 1 through August 31) to the elected or appointed president or his/her designee of the Association.

Section 4.2.2.

The District will grant release time without a deduction in pay, for up to a maximum of ten (10) work shifts per school year to classified employees elected as delegates of the local PSE/PSEA Chapter to allow them to attend their annual state Association Leadership/Convention. The ten (10) shifts are the total number of shifts available that must be split among any delegates wishing to attend the Convention. A work shift equals the normal working shift of the individual delegate taking the release time. The Association will provide the District with a list of delegates at least two (2) weeks in advance of the release date.

Section 4.3. Member Information.

On or before the first day of October of each year during the term of this Agreement, the District shall provide the Association with the names and addresses of each employee in the bargaining unit unless such employee objects in writing. The District will provide the Association President a monthly copy of the School Board meeting minutes (which includes information on new hires, retirements, resignations, and terminations), a listing of employees who have paid their Union dues, and a District phone directory. The Association President shall keep all personally identifying information confidential and shall not reveal any portion of it to any third party without the permission of the employee whose information is being released.



1 **Section 4.4.**

2 An employee in conference with the supervisor and/or designee may inspect the employee's hours of
3 work records in order to ensure compliance with the provisions of this Agreement. An Association
4 representative may be present at the employee's request, and/or the Association Field Representative
5 may review personnel files as the exclusive bargaining representative.
6

7 **Section 4.5.**

8 Representatives of the Association will have access to the District premises, provided that no
9 conferences or meetings between employees and Association representatives will in any way hamper or
10 obstruct the normal flow of work.
11

12 **Section 4.6. Bulletin Board Space.**

13 The District will provide bulletin board space at each facility for the use of the Association. Size,
14 location, etc., will be at the discretion of the administrator in charge of the facility. The Association
15 accepts responsibility for all information posted and appearing on the space provided.
16

17 **Section 4.7. Work Year Calendar.**

18 The Association president, or designee, shall meet with the District to give Association input regarding
19 the work year calendar(s) prior to the calendar(s) being set at the District level. The District shall
20 provide each bargaining unit member a work year calendar at the beginning of the work year. The
21 District will also meet with the Association when calendar changes are needed or in the event the work
22 calendar needs to be adjusted for less than twelve (12) month employees.
23

24
25 **ARTICLE V**

26
27 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

28
29 **Section 5.1.**

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

34 **Section 5.2.**

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

39 **Section 5.3.**

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

CONFERENCE COMMITTEE

Section 6.1.

The Association will designate a Conference Committee made up of one (1) employee from each classification and the PSEA Chapter President who will meet with District designated representative(s) on a mutually agreeable basis to discuss appropriate matters of mutual interest. The Association may, at its discretion, include a PSE of Washington Field Representative to participate in the Conference Committee.

Section 6.2.

After the agenda has been prepared, the Conference Committee members, before leaving their work, will first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. Time during working hours will be allowed the Conference Committee for attendance at meetings with the District. The employees will report their return to work to their supervisors.

Section 6.3.

When formal meetings are held between the Conference Committee and the District designated representative(s) pursuant to Section 6.1, formal minutes will be prepared if requested by either party prior to said meeting. The District will arrange for the preparation of said minutes and a draft will be made available to the Conference Committee for review prior to final preparation. The Association will be furnished with copies of the completed minutes.

ARTICLE VII

HOURS OF WORK

Section 7.1. Regular Work Week.

The regular work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.1.1. Exception/Custodian.

Due to the nature of the high school(s) activity program(s), four (4) twelve (12) month custodians and one (1) 183-day custodian position at the high school level will be flexed during their forty (40) hour work week.

Section 7.2. Regular Work Shift.

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

1 The employee with the earliest hire date shall have preferential rights regarding shift selection and
2 vacation periods, subject to the approval of the supervisor.

3
4 **Section 7.2.1. Work Shift Change.**

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

9
10 An employee is not eligible for this stipend if the change in their regular and definite shift for
11 which they were hired was a result of their (the employee) having applied for and received a new
12 position.

13
14 **Section 7.2.2. Custodial Work/Non-Student Workday Shift Change Request.**

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

16
17 **Section 7.2.3. Emergency Situations.**

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

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

24
25 **Section 7.2.4. Custodial and Maintenance Shifts Day before Thanksgiving.**

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

30
31 **Section 7.3.**

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

37
38 **Section 7.3.1. District Designated Multiple Work Locations.**

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

42
43 **Section 7.3.2. First Shift.**

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

1 **Section 7.3.3. Second Shift.**

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

7 **Section 7.3.4. Third Shift.**

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

13 **Section 7.3.4.1.**

14 Third shift personnel will receive an additional twenty-five (\$0.25) per hour of
15 compensation.
16

17 **Section 7.4.**

18 In the event an employee is assigned to a shift less than the normal work shift previously defined in this
19 Article, see Rest and Meal Breaks table below. If there are 30 minutes or less between assignments and
20 the time worked of such assignments is 4 hours or more, the employee shall receive a paid 15 minute
21 rest period provided however, determinations regarding break periods and assignments will be made by
22 the Human Resources office.
23

24 **Rest and Meal Breaks.**

- 25 Less than 4 continuous hours worked - No rest period
- 26 4.0 to 4.75 continuous hours worked – 1 rest break
- 27 5.0 to 7.75 continuous hours worked – 1 rest break, 1 meal break
- 28 8 continuous hours worked – 2 rest breaks, 1 meal break

29 Meal and Rest Breaks shall be duty free.
30

31 **Section 7.5.**

32 Employees required to work through their regular meal periods will be given time to eat at a time agreed
33 upon by the employee and supervisor. In the event the District requires an employee to forego a meal
34 period and the employee works the entire shift, including the meal period, the employee shall be
35 compensated for the foregone meal period at overtime rates.
36
37

38 **Section 7.6.**

39 If a bargaining unit employee fills in for a higher classification employee, they shall receive the higher
40 rate of pay starting with the first day of working in the higher classification position. Such a change does
41 not affect the vacation allotment.
42

43 **Section 7.7.**

44 In the event of cancellation of work assignment, the District will endeavor to notify each employee
45 consistent with District emergency operation procedure.
46
47
48



1 **Section 7.8. Overtime.**

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

10
11 **Section 7.8.1. Compensatory Time.**

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

20
21 **Section 7.8.2.**

22 All hours compensated in excess of eight (8) hours per day or forty (40) hours per week will be
23 compensated at a rate of one and one-half (1½) times the employee's base rate unless an
24 employee is working a 4/10 schedule will not earn overtime until ten (10) hours and one minute
25 per day and over forty (40) hours per week when assigned to a 4/10 schedule.

26
27 **Section 7.8.3.**

28 All hours worked on the sixth (6th) consecutive day shall be compensated at a rate of one and
29 one-half (1½) times the employee's base rate.

30
31 **Section 7.8.3.**

32 All hours worked on the seventh (7th) consecutive day will be compensated at two (2) times the
33 employee's base rate.

34
35 **Section 7.8.4. Call Back.**

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

40
41 **Call Back Chart**

- 42 0-2 Hours = 2 Hours Minimum Pay at the Appropriate Rate
- 43 2+ to 4 Hours = 4 Hours Minimum Pay at the Appropriate Rate
- 44 *4+ to 6 Hours = 6 Hours Minimum Pay at the Appropriate Rate
- 45 (*Lunch Period after they have worked five (5) hours)
- 46 6+ to 8 Hours = 8 Hours Minimum Pay at the Appropriate Rate



1 **Section 7.9. Summer School Work.**

2 The District will post summer school "temporary" assignments by May 1 of each school year or within
3 five (5) days that they become known. Employees interested in accepting such temporary assignments
4 will apply on-line. In filling such assignments, the District will consider the employee's normal work
5 schedule, special program needs, previous such experience, and seniority. Employees shall be
6 compensated at their hourly rate on Schedule A and shall not be subject to any other terms and
7 conditions of this Agreement. All custodial summer hires shall be trained by their supervisor or designee
8 prior to performing summer work.

9
10 **Section 7.9.1. Summer Sick Leave Accrual.**

11 An employee may earn one (1) day of sick leave each month for supplemental contract work
12 performed in the months of July and August provided said employee works a minimum of thirty
13 (30) hours per month during July and August in a District program. The sick leave earned will
14 be added to the employee's accumulated sick leave balance.

15
16 Should said employee become ill during these months, the employee will be allowed to draw
17 upon their sick leave balance, if any, to cover the period of illness.

18
19 The employee must report an absence as soon as known, and no later than one (1) hour prior to
20 that employee's starting time on the day of the absence, if possible. The employee must submit
21 their absence to the current on-line system within forty-eight (48) hours of returning to work. A
22 report of an absence for two (2) or more consecutive days will have attached to it a written
23 statement from a physician verifying the dates of the absence and releasing the employee to
24 return to work; provided, however, this will not restrict the District from verifying the
25 employee's ability to work in cases of potential or actual injury occurring while on the job.

26
27 **Section 7.10. Health Certificate.**

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

35
36 **Section 7.11.**

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

39
40 **Section 7.12 Child Nutrition.**

41
42 **Section 7.12.1.**

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

1 **Section 7.12.2.**

2 In order to set up stock and prepare for each school year, every school Child Nutrition kitchen
3 manager will work on the day the food is delivered prior to the school starting. School Child
4 Nutrition employees will be the only Auburn personnel assigned to account for food products in
5 the appropriate locations within their kitchens. Child Nutrition kitchen managers will coordinate
6 stocking of food in appropriate location within their assigned location.
7

8 **Section 7.12.3.**

9 Each school kitchen will be allotted a minimum of ten (10) additional hours to be used to address
10 start up considerations each school year. Additional time will be used during the first four (4)
11 day work week after Labor Day, and/or during the second full week of school, and application of
12 additional hours shall not result in overtime.
13

14 **Section 7.12.4**

15 Child Nutrition personnel shall be compensated at their regular hourly rate for time spent
16 attending workshops to obtain the SNA certificate. School Nutrition Association/Washington
17 School Nutrition Association (SNA/WSNA) Certification Pay:
18

19 To become eligible for this certification pay, an employee must complete such school nutrition
20 association certification and provide the District with proper documentation of such school
21 nutrition association certification no later than November 1 annually. If the employee has
22 submitted his/her completed documents to SNA but has not yet received his/her official
23 certificate before November 1, the employee may submit copies of the documents sent to SNA,
24 including detail of SNA/WSNA credits, to the District no later than November 1 annually. The
25 increase in pay will become effective in their payroll following delivery to the District of proper
26 documentation of such certification. If the official certificate is not delivered to the District on or
27 before January 30, certification pay will be deducted from the employee’s February pay warrant.
28

29 **SNA/WSNA Stipend**

30	Level 1	\$250 Annually
31	Level 2	\$350 Annually
32	Level 3	\$450 Annually
33	Level 4	\$550 Annually

34
35 **Section 7.12.5.**

36 The District will post any position that either, at one time, or due to cumulative additions of time,
37 results in an annual increase of more than thirty (30) minutes from the position’s definite and
38 regular shift. Annual, for the sake of this Agreement, is defined as within any one (1) school
39 year.
40

41 The District will consider the criteria of seniority in conjunction with the needs of the operation
42 when adding time, whether at one time or cumulatively, of thirty (30) minutes or less within the
43 kitchen. Existing Kitchen Managers, as of September 1, 2019, shall be grandfathered into their
44 position. Kitchen Managers must take a basic nutrition class and a Serve Safe Class.
45



1 **Section 7.12.6.**

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

5
6 **Section 7.12.7. Summer Food Service Program.**

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

10
11 **Section 7.12.8.**

12 When the Child Nutrition requires an employee to leave his/her normal workstation to report for
13 an assignment at another location on the same workday, the employee shall receive no less than
14 their regular daily hours and pay rate in addition to compensation for travel time and mileage,
15 which shall be at the standard IRS reimbursement rate.

16
17 **Section 7.12.9. Footwear.**

18 Child Nutrition employees will be required to wear slip resistant, rubber soled shoes. These shoes
19 must have closed toe and closed heel. Employees shall be reimbursed up to seventy-five dollars
20 (\$75) annually through the Payment by Warrant request process, and receipts will be required.
21 Employees may submit for reimbursement for one pair of shoes per year, up to the dollar limit.

22
23 **Section 7.12.10. Child Nutrition/Culinary Arts Mandatory Trainings**

24 For information on mandatory trainings for Child Nutrition see Section 8.1.2.1.

25
26 **Section 7.13 Custodial.**

27
28 **Section 7.13.1. Training Custodians.**

29 The District must provide all newly hired custodians with a training class of a minimum of
30 twenty (20) hours and up to thirty (30) hours within their first year of employment. District
31 Management is responsible for overseeing this training in order to ensure consistent training.
32 This training is a prerequisite to applying for a promotion to Custodian A or Head Custodian
33 position with the-District. Such employees will be granted release time if such training occurs
34 during the employee's regular workday. If training occurs outside of the employee's normal
35 workday, the employee shall receive their regular hourly rate of pay and overtime for such
36 training in accordance with their current collective bargaining agreement.

37
38 To be considered eligible for the position of Custodian A, an applicant must have completed one
39 hundred and forty-four (144) hours of training provided and have two thousand (2,000) on the
40 job hours. If there are no qualifying candidates, upon hiring date, the candidate would have
41 eighteen (18) months to complete the training. The custodial supervisor will assign the classes.

42
43 To be considered eligible for the position of Head Custodian an applicant must have completed
44 an additional one hundred and forty-four (144) hours for a total of two hundred eighty-eight
45 (288) hours and have four thousand (4,000) on the job hours. If there are no qualifying
46 candidates upon hiring date, the candidate will have eighteen (18) months to complete the
47 training. The custodial supervisor will assign the classes. All employees hired before September
48 1, 2019 will be considered to have completed the appropriate training.



1
2 **Section 7.13.2. Unrestricted Boiler License.**

3 All head custodians, custodians "A", and personnel required to maintain or repair boilers must
4 have at least an unrestricted boiler license and will receive ten dollars (\$10) per month additional.
5 Other custodians with an unrestricted boiler license will receive five dollars (\$5) per month
6 additional.
7

8 **Section 7.13.3. Secondary and Pool Maintenance Stipend.**

9 Middle school head custodians will receive fifty dollars (\$50) per month additional
10 compensation. High school head custodians will receive seventy five dollars (\$75) per month
11 additional compensation. Any custodian whose primary responsibility is maintaining the
12 swimming pool will be compensated with an additional twenty-five dollars (\$25) per month.
13

14 **Section 7.13.4. Summer Work.**

15 During summer break, twelve (12) month employees, in consultation with the Administrator of
16 Support Services and pending appropriate work coverage, may change their start times starting
17 the Monday following the last day of the curriculum school year through the last Friday prior to
18 the opening date of the succeeding school year. Custodians must submit their proposed schedule
19 to their Lead and to the Administrator of Support Services no later than May 31 of the current
20 year. The Administrator of Support Services, no later than June 15, must respond to the
21 Custodian's request.
22

23 **Section 7.13.5. Footwear.**

24 Custodial employees will be reimbursed up to one hundred fifty dollars (\$150) annually for slip
25 resistant closed toe, closed heel work shoes. (Excludes tennis shoes). Employees may submit
26 for reimbursement, one (1) pair of shoes per year, up to the dollar limit. Employees shall be
27 reimbursed through the Payment by Warrant request process, and receipts will be required.
28 Employees who receive reimbursement shall be expected to wear the shoes at work with the
29 exception when Muck boots are required. The District will supply Muck boots.
30

31 **Section 7.13.6.**

32 HVAC systems shall remain operating and shall maintain temperatures per Washington State
33 Administrative Code, per WAC 246.366.090 and 246.366.080.
34

35 **Section 7.13.7. Short Notice List.**

36 Custodians who wish to be called on short notice to fill in for another custodian will sign up with
37 their supervisor. Custodians who have signed up to be called on short notice may at any time
38 remove their name from this list. Assignments shall be made by seniority. Custodians on this
39 list shall have the right to decline an assignment offered. Custodians should expect to be called
40 with less than twenty-four (24) hours' notice. Custodians will be paid at the rate of pay for the
41 position they are filling in for, or their own rate of pay, whichever is higher.
42

43 **Section 7.13.8.**

44 When school is closed on a student day because of inclement weather, 2nd and 3rd shift custodians
45 shall be allowed to alter their schedule upon approval from the supervisor, to come in as early as
46 road conditions allow. These schedule alterations would qualify as an emergency outlined in
47 section 7.2.1. and would not qualify for the stipend in that section.
48

1 **Section 7.14. Paraeducators.**

2
3 **Section 7.14.1.**

4 During the first four (4) day week after Labor Day, and/or during the second full week of school,
5 paraeducators may work additional hours up to their regular shift without going into overtime.
6 This Section applies to: Highly capable, ELL, Reading/Math, Resource Room, Health Room,
7 Learning Center and Special Ed Paraeducators (SLC, Pathways, One-to-One TAP and ECE).
8

9 **Section 7.14.2. Lesson Plans/Student Grades.**

10 Paraeducators will not be permitted to develop or administer non-certificated lesson plans. In
11 addition, they may not be the teacher of record.
12

13 **Section 7.14.3. Emergency Certificated Substitutes.**

14 Paraeducators utilized as Emergency Certificated Substitutes who meet the District qualifications
15 for Auburn Substitute classroom teachers shall be paid the substitute teaching rate for all hours
16 worked as a substitute teacher. In addition, paraeducators will not suffer any loss in PSE
17 contractual benefits while performing substitute work.
18

19 **Section 7.14.4. Health Tech Paraeducator.**

20
21 **Section 7.14.4.1.**

22 Beginning September 2019, health tech paraeducator coverage will be as follows:
23

- 24 • Base hours for all schools (except West Auburn): 6.5 hours per day
- 25 • School buildings with 4-6 special programs/classrooms will be eligible for thirty (30)
26 minutes of additional time.
- 27 • School buildings with 7+ special programs/classrooms will be eligible for one (1)
28 hour of additional time and will receive a five hundred (\$500) per year stipend.
29 Qualifying enrollments will be based on October 1 as follows:

- 30 ○ Elementary enrollment higher than 650 students
- 31 ○ Middle school enrollment higher than 1,000 students
- 32 ○ High school enrollment higher than 1,500 students
33
34

35 Special programs/classrooms are defined as follows: SLC, Pathways, TAP, ECE, and
36 ECEAP. This definition does not include resource room classrooms.
37

38 **Section 7.14.4.2.**

39 Health Techs shall work Monday through Thursday the last full week in August before
40 school starts.
41

42 **Section 7.14.4.3. Student Catheterization.**

43 Employees have the right of refusal when asked to catheterize a student as described in
44 RCW 28A.210.280. Employees who agree to administer student catheterization services
45 shall be provided the appropriate medical training at no cost to the employee prior to
46 being given the catheterization assignment.
47



1 Health Tech Para's shall be given first choice of assignment to catheterize. If a Health
2 Tech Para is willing to support the building in catheterizing, their rate of pay shall be
3 increased by \$1.00 per hour for all hours worked. If the Health Tech Para is not willing
4 to support, then the rate of pay increase shall be offered to the Para assigned to work with
5 the student, if willing.
6

7 **Section 7.14.4.4. CPR/First Aid Training**

8 Health Tech's are also required to take CPR/AED and First Aid training, keeping their
9 certification current as long as they are in this position.
10

11 **Section 7.14.5. Paraeducator Work Assignments.**

12 All paraeducators will be permitted to work their regular daily assignments for their entire school
13 year irrespective of late/early start, conference days or when students are not in attendance.
14

15 **Section 7.14.6. Culinary Arts Paraeducators.**

16 Culinary Arts paraeducators are required to have a valid Washington State Food Handler's card
17 and to post same in assigned work area consistent with regulation, prior to starting their
18 assignment. It is the responsibility of the employee to obtain and maintain the required card.
19 For information on mandatory training for Culinary arts paraeducators see Section 8.1.2.1.
20

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

22 Paraeducators who are assigned as Culinary Arts Paraeducators shall be entitled to the same
23 Footwear reimbursement as Child Nutrition employees. In order to qualify for this
24 reimbursement, the following requirements must be met. The footwear must be slip resistant
25 with rubber soles. The shoes must have a closed toe and closed heel.
26

27 Employees shall be reimbursed up to seventy-five dollars (\$75) annually through the Payment by
28 Warrant request process, and receipts will be required. Employees may submit for
29 reimbursement for one (1) pair of shoes per year, up to the dollar limit.
30

31 **Section 7.14.8. Paraeducator Standards Board (P.E.S.B.).**

32 Should the state continue to fund and require components of the paraeducator certificate program
33 the District and the Association will meet regarding this requirement to discuss and plan how the
34 District will provide the requisite associated training. A paraeducator shall be defined by WAC
35 179.01.020.
36

37 **Section 7.14.9. PESB Certificate Reimbursement.**

38 Paraeducators as defined in WAC 179.01.020 may receive reimbursement as follows:
39

- 40 1. For all required certificates that are funded by the State, paraeducators may seek
41 reimbursement through Human Resources for eligible, District recognized trainings and cost
42 of attendance.
- 43 2. For all certificates not funded by the State, paraeducators can elect to take trainings and seek
44 reimbursement through the tuition reimbursement or professional development extra hours
45 as outlined in this agreement.
46
47
48

1 **Section 7.14.10. Email Time**

2 Reasonable time shall be included within the employee's workday to access (Auburn) email.

3
4 **Section 7.14.11. Transition Time**

5 Reasonable time shall be included within the employee's workday to move from one
6 assignment/group to the next within the building. Transition time will not interrupt lunches or
7 personal breaks.

8
9 **Section 7.15 Grounds.**

10
11 **Section 7.15.1.**

12 Grounds employees who are involved in the application of pesticides as part of their assigned
13 duties and responsibilities must possess a valid Pesticide Operator's License. The District will
14 pay for Pesticide Operator's License for employees who must maintain these licenses in order to
15 perform their job duties.

16
17 **Section 7.15.2. Grounds Training.**

18 The District will provide at no cost to the employees training in the following areas: confined
19 space, respirator usage, asbestos, lockout/tag out, fail safe and forklift.

20
21 **Section 7.15.3.**

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

26
27 **Section 7.15.4. Summer Work.**

28 During summer break, twelve (12) month employees, in consultation with the Administrator of
29 Support Services and pending appropriate work coverage, may change their start times, starting
30 the Monday following the last day of the curriculum school year through the last Friday prior to
31 the opening date of the succeeding school year or work a four/ten (4 days-10 hours per day) work
32 week for six (6) weeks beginning with the first full work week in July. Technicians must submit
33 their proposed schedule to their Lead and to the Administrator of Support Services no later than
34 May 31 of the current year. The Administrator of Support Services, no later than June 15, must
35 respond to the Technician's request. Seniority will be utilized as a tie breaker when requesting a
36 change in summer schedules.

37
38 **Section 7.15.5. Clothing.**

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

41
42 **Section 7.15.6. Footwear.**

43 Grounds employees will be reimbursed up to one hundred and seventy-five (\$175) annually for
44 steel toe shoes. Employees may submit for reimbursement for one (1) pair of shoes per year, up
45 to the dollar limit. Employees shall be reimbursed through the Payment by Warrant request
46 process, and receipts will be required. Employees who receive reimbursement shall be expected
47 to wear the shoes as appropriate.



1 **Section 7.15.7. Cell Phone Reimbursement.**

2 If an employee uses their cell phone for work, they may request reimbursement of cell phone
3 costs up to three hundred dollars (\$300) annually in one (1) payment. Employees shall be
4 reimbursed through the Payment by Warrant request process, and receipts will be required.
5

6 **Section 7.16. Maintenance/Trades.**

7
8 **Section 7.16.1. Licenses, Salary Differential.**

9 All personnel required to maintain, or repair boilers must have at least an unrestricted boiler
10 license and will receive ten dollars (\$10) per month additional.
11

12 **Section 7.16.2. Trades Training.**

13 The District will provide at no cost to the employees in trades classifications, training in the
14 following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and forklift.
15

16 **Section 7.16.3.**

17 Tool replacement for lost or stolen tools owned by the employees will be replaced by the District
18 provided these are normal tools of the trade and have been registered with the supervisor.
19 Registration shall include purchase cost and purchase date. Once a tool is registered it must
20 remain on District property until released by the supervisor upon the request of the employee.
21

22 **Section 7.16.4. Summer Work.**

23 During summer break, twelve (12) month employees, in consultation with the Administrator of
24 Support Services and pending appropriate work coverage, may change their start times, starting
25 the Monday following the last day of the curriculum school year through the last Friday prior to
26 the opening date of the succeeding school year or work a four/ten (4 days-10 hours per day) work
27 week for six (6) weeks beginning with the first full work week in July. Technicians must submit
28 their proposed schedule to their Lead and to the Administrator of Support Services no later than
29 May 31 of the current year. The Administrator of Support Services, no later than June 15, must
30 respond to the Technician's request. Seniority will be utilized as a tie breaker when requesting a
31 change in summer schedules.
32

33 **Section 7.16.5. Clothing.**

34 Replacement jackets and coveralls will be made upon consultation with the Administrator of
35 Support Services.
36

37 **Section 7.16.6. Footwear.**

38 Maintenance/Trades employees will be reimbursed up to one hundred fifty dollars (\$150)
39 annually for work shoes (excluding tennis shoes). Employees may submit for reimbursement for
40 one (1) pair of shoes per year, up to the dollar limit. Employees shall be reimbursed through the
41 Payment by Warrant request process, and receipts will be required. Employees who receive
42 reimbursement shall be expected to wear the shoes as appropriate.
43

44 **Section 7.16.7. Cell Phone Reimbursement.**

45 If an employee uses their cell phone for work, they may request reimbursement of cell phone
46 costs up to three hundred dollars (\$300) annually in one payment. Employees shall be
47 reimbursed through the Payment by Warrant request process, and receipts will be required.
48

1 **Section 7.17. Warehouse.**

2
3 **Section 7.17.1. Warehouse Training.**

4 The District will provide at no cost to the employees in warehouse classifications, training in the
5 following areas: confined space, respirator usage, asbestos, lockout/tag out, fail safe and fork lift.
6

7 **Section 7.17.2. Summer Work.**

8 During summer break, twelve (12) month employees, in consultation with the Administrator of
9 Support Services and pending appropriate work coverage, may change their start times, starting
10 the Monday following the last day of the curriculum school year through the last Friday prior to
11 the opening date of the succeeding school year or work a four/ten (4 days-10 hours per day) work
12 week for six (6) weeks beginning with the first full work week in July. Technicians must submit
13 their proposed schedule to their Lead and to the Administrator of Support Services no later than
14 May 31 of the current year. The Administrator of Support Services, no later than June 15, must
15 respond to the Technician’s request. Seniority will be utilized as a tie breaker when requesting a
16 change in summer schedules.
17

18 **Section 7.17.3. Clothing.**

19 Replacement jackets and coveralls will be made upon consultation with the Administrator of
20 Support Services.
21

22 **Section 7.17.4. Footwear.**

23 Warehouse employees will be reimbursed up to one hundred fifty dollars (\$150) annually for
24 work shoes (excluding tennis shoes). Employees may submit for reimbursement for one (1) pair
25 of shoes per year, up to the dollar limit. Employees shall be reimbursed through the Payment by
26 Warrant request process, and receipts will be required. Employees who receive reimbursement
27 shall be expected to wear the shoes as appropriate.
28

29 **Section 7.17.5. Cell Phone Reimbursement.**

30 If an employee uses their cell phone for work, they may request reimbursement of cell phone
31 costs up to three hundred dollars (\$300) annually in one payment. Employees shall be
32 reimbursed through the Payment by Warrant request process, and receipts will be required.
33

34 **Section 7.18. Family Engagement Liaisons.**

35
36 **Section 7.18.1.**

37 Up to forty (40) hours per year, at the District’s discretion, shall be paid for flex time not to
38 exceed forty (40) hours per week and to be included in the employee’s annual work schedule.
39 Additional flex time shall be allowed at the District’s discretion.
40

41 **Section 7.18.2. Cell Phone Reimbursement.**

42 If an employee uses their cell phone for work, they may request reimbursement of cell phone
43 costs up to three hundred dollars (\$300) annually in one payment. Employees shall be
44 reimbursed through the Payment by Warrant request process, and receipts will be required.
45

46 **Section 7.19. ECEAP.**

47
48 **Section 7.19.1. Family Support Summer Hours**



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

5
6 **Section 7.19.2. Flex Time**

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

13
14
15
16 **ARTICLE VIII**

17
18 **STAFF DEVELOPMENT AND TRAINING**

19
20 **Section 8.1. Professional Development Extra Hours.**

21 All employees will receive professional development extra hours equivalent to (2) times their normal
22 work hours. These hours may be used for professional development outside of their regular work hours
23 and shall be related to their regular work. Proof of attendance must be provided to Human Resources to
24 receive payment for these hours.

25
26 **Section 8.1.1. Special Education Training.**

27 The District will provide the following training for Special Education (SLC, Pathways, One-to-
28 One, RR, TAP, and ECE) Paraeducators:

- 29
30
 - Foundational de-escalation for all Special Education Paraeducators.

31
32 In addition, Special Education Paraeducators who work directly with students who escalate are
33 required to become and remain certified in a District adopted de-escalation certification
34 course. Newly hired staff, who are identified in a position where a student escalates, will be
35 required to register for the next available course upon being hired. After becoming
36 initially certified, staff continuing in said position will be required to recertify each year. On an
37 as needed basis, the District will provide individual training to any employee specifically

38
39
40 assigned to support the specialized feeding, positioning, transfer and/or toileting needs of
41 students with physical disabilities. Recertification of this training must be completed annually
42 before the expiration of the original certificate if staff remain in said positions. Staff whose
43 certification lapses will not be compensated for the time required to become fully certified,
44 provided the District has offered classes prior to the expiration of the certification. Staff
45 members not complying with this training requirement will be subject to progressive discipline.
46 These required paid trainings are not to be deducted from staff professional development extra
47 hours.



1 **Section 8.1.2. Child Nutrition/Culinary Arts Training.**

2
3 **Section 8.1.2.1.**

4 In order to comply with USDA regulations surrounding annual mandatory training, the
5 following hours will be required of staff:

- 6 • Kitchen managers – 12 hours
- 7 • Assistant cooks/culinary arts paraeducators – 8 hours

8
9
10 Staff members not complying with this training requirement will be subject to progressive
11 discipline.

12
13 **Section 8.1.2.2.**

14 Employees will be required to attend the annual mandatory training, prior to the start of
15 the school year. This training may be applied to but does not meeting all requirements of
16 Section 8.1.2.1.

17
18 **Section 8.1.3. District Mandated Professional Learning Days.**

19 The District will provide additional calendared workdays or release time to complete state-
20 mandated training. If an employee does not take the training on the provided training day, the
21 employee will work with their supervisor to schedule an opportunity to make up the time.

22
23 **Section 8.1.4. Grading Day Trainings.**

24 The District and the Association will form a Professional Development Committee to plan
25 trainings offered on Elementary and Secondary grading days. This committee will include an
26 Association representative from each classification (Child Nutrition, Custodial, Paraeducators,
27 Grounds, Trades, Warehouse, ECEAP, and Family Engagement Liaisons) and the PSEA Chapter
28 President or Vice President.

29
30 Attendance at these professional development offers shall correspond with the employee’s work
31 assignment. Any employee that works at both elementary and secondary should coordinate their
32 training attendance with their supervisor. The intent of these trainings is that every employee will
33 have one (1) day of training and shall not be denied such an opportunity.

34
35 Should employees choose not to participate in training on these days, they will be allowed to
36 work their regular work shift at their regular site, and/or take appropriate leave.

37
38 **Section 8.2. Allowance for Apprenticeship, Licenses and Certificates.**

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

42
43 **Apprenticeship:**

44 One dollar/hour (\$1) to be paid monthly. When funded by the Legislature, the parties shall meet
45 to negotiate a stipend amount for these three (3) certificates. Para: ELL, SPED, Advanced.

1 **Maintenance:**

2 Trades appropriate one dollar/hour (\$1) stipend (plumbing, electrical, carpentry, etc.) to be paid
3 monthly.

4
5 Payment shall commence the month following District receipt of notification that a certificate/license
6 /apprenticeship has been earned.

7
8 **Section 8.2.1. Tuition Reimbursement.**

9 The District agrees to reimburse each employee up to eight hundred dollars (\$800) per school
10 year for tuition reimbursement for credit classes, clock hours, continuing education units, or
11 other credits applicable toward a degree, apprenticeship, or job-related training for each year of
12 the agreement. The total annual cap for the bargaining unit will be seventy-five thousand dollars
13 (\$75,000).

14
15 Frontloaded Tuition Monies: An employee may complete the appropriate form from Human
16 Resources for one-half (1/2) of their tuition reimbursement monies to be frontloaded. The form
17 includes a provision whereby the employee must repay any portion of the front-loaded monies if
18 they do not satisfactorily complete their course work. For more information on continuing
19 education clock hours check Section 16.11.

20
21
22 **ARTICLE IX**

23 **HOLIDAYS AND VACATIONS**

24
25 **Section 9.1. Holidays.**

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

- | | | | | | | | | | |
|----|------------------|----|---------------|-----|------------------|-----|---------------------------|-----|--------------------------|
| 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 |
| 1. | New Year's Day | 8. | Veteran's Day | 9. | Thanksgiving Day | 10. | Native American | 11. | Day Before Christmas Day |
| 2. | MLK, Jr Day | 4. | Memorial Day | 12. | Christmas Day | 13. | Day Before New Year's Day | | |
| 3. | President's Day | | | | | | | | |
| 5. | Juneteenth | | | | | | | | |
| 6. | Independence Day | | | | | | | | |
| 7. | Labor Day | | | | | | | | |

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

39
40 **Section 9.1.1.**

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

- | | | | | | | | |
|----|------------------|-----|------------------|-----|------------------------------|----|--------------------------|
| 42 | 43 | 44 | 45 | 46 | 47 | 48 | |
| 1. | New Year's Day | 7. | Thanksgiving Day | 8. | Native American Heritage Day | 9. | Day Before Christmas Day |
| 2. | President's Day | 10. | Christmas Day | 11. | Day Before New Year's Day | | |
| 3. | Memorial Day | | | | | | |
| 4. | Independence Day | | | | | | |
| 5. | Labor Day* | | | | | | |
| 6. | Veteran's Day | | | | | | |



To qualify for payment for a holiday the employee must work (or be on authorized paid leave) the last scheduled working day before the holiday and the first scheduled working day after the holiday. When any of the holidays fall on Saturday, Sunday, or a day on which school is held, an equivalent day will be given by the District.

Section 9.1.1.1. Thanksgiving Flex Time.

Regularly employed part-time employees who are interested in being released upon student dismissal the Wednesday before Thanksgiving may accumulate flex time as stated below. In the month of November, prior to Thanksgiving, employees will be allowed to flex the difference of time between when students are released and the end of their regular work shift assuming critical work tasks are completed.

Section 9.1.2. Unworked Holidays.

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

Section 9.1.3. Worked Holidays.

Employees who are required to work on the aforementioned holidays will receive the pay due them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such holidays, unless the employee begins work at 10:00 P.M. or thereafter on that date. Employees required to work on any of the above holidays will be paid for not less than two (2) hours.

Section 9.1.4. Holidays During Vacation.

Should a holiday occur while a twelve (12) month employee is on vacation, the employee will be authorized one (1) additional day of vacation.

Section 9.2. Vacations.

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

Section 9.2.1. Twelve (12) Month Employees.

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

<u>Years of Service</u>	<u>Hours of Vacation Credit</u>
1 - 4	1 for each 24 hours worked not to exceed 80 hours per year
5 - 9	1 for each 18 hours worked not to exceed 120 hours per year
10 - 19	1 for each 12 hours worked not to exceed 160 hours per year
20 +	4 weeks' vacation time will be frontloaded at the beginning of the year

Section 9.2.1.1.

In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (½) hour; otherwise, it will be counted as a full hour.



1 **Section 9.2.1.2.**

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

5
6 **Section 9.2.1.3.**

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

9
10 **Section 9.2.1.4.**

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

13
14 **Section 9.2.1.5. Vacation Limits.**

15 Vacation limits will be audited on August 31 of each year. Vacation accrual on August 31
16 each year will be limited to forty (40) days.

17
18 **Section 9.2.1.6. Annual Cash Out.**

19 Employees accruing vacation are eligible to cash out up to five (5) days of vacation at
20 their per hourly rate of pay per year so long as a minimum of 10 days is maintained.

21
22 **Section 9.2.1.7. Vacation to Extend Employment.**

23 Vacation cannot be used to extend employment beyond your contract year at separation
24 or retirement.

25
26 **Section 9.2.2. Less Than Twelve (12) Month Employees.**

27 Beginning September 1, 2022, in lieu of accumulating vacation credit for payment, less than
28 twelve (12) month employees shall receive the following percentage increases to their base wage
29 on Schedule A:

<u>Years of Service</u>	<u>Vacation Stipend</u>
1 - 4	3.97% added to base
5 – 9	5.29% added to base
10- 19	7.94% added to base
20+	9.52% added to base

30
31
32
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35
36
37 **Section 9.2.3.**

38 The maximum amount of vacation time an employee can cash out upon retirement or separation
39 from the District is two hundred forty (240) hours or thirty (30) days.

40
41
42
43 **ARTICLE X**

44
45 **LEAVES**

46 **Section 10.1. Sick Leave.**

47 Twelve (12) month employees will receive twelve (12) days sick leave annually. Ten (10) month
48 employees will receive ten (10) days sick leave annually. Employees hired after the start of the fiscal
Collective Bargaining Agreement (2022-2025)
Auburn PSEA Chapter #701 and
the Auburn School District #408



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

8
9 The employee must report an absence as soon as known and no later than one (1) hour prior to that
10 employee's starting time on the day of the absence, if possible. The employee must enter their absence
11 in the current online system within forty eight (48) hours of returning to work. A report of absence in
12 excess of five (5) consecutive days will have a written statement from a physician verifying the dates of
13 the absence and releasing the employee to return to work; provided, however, this will not restrict the
14 District from verifying employee ability to work in cases of potential or actual injury occurring while on
15 the job. Such verification will be submitted to the building administrator or designee prior to
16 reinstatement of the employee's pay status.

17
18 Illness or disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and
19 recovery there from are considered temporary disabilities and will be treated as any other personal
20 illness or disability. Within the first sixteen (16) weeks of pregnancy, the employee will provide the
21 District a statement from a licensed medical doctor authorizing the employee's continued service in the
22 position as assigned. Further, the employee will provide a statement from a licensed medical doctor
23 regarding any change of status or limitations.

24
25 **Section 10.1.1. Sick Leave and Attendance Incentive Program (RCW 28A.400.380.)**

26 Compensation for accrued but unused sick leave shall be as provided in the sick leave attendance
27 incentive program (see RCW 28A.400.380) as now or hereafter amended. In January any
28 eligible employee may exercise an option to receive remuneration for sick leave not used in the
29 previous year at a rate equal to one day's monetary compensation of the employee for each four
30 (4) full days of unused sick leave as long as the employee has more than sixty (60) days accrued
31 sick leave.

32
33 At the time of separation from school district employment due to retirement or death, an eligible
34 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's
35 current monetary compensation of the employee for each (4) days accrued sick leave. Not more
36 than one hundred eighty (180) sick leave days shall be eligible for conversion. If the Association
37 has a VEBA plan in effect, this remuneration shall be disbursed in accordance with the provision
38 of this plan. Per IRS rules, the Association shall vote annually on VEBA participation.

39
40 **Section 10.1.2. Family Illness Leave.**

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



1 **Section 10.1.3. Leave Sharing.**

2 As now or hereafter amended, the District has implemented a Leave Sharing Policy. Questions
3 regarding the ability to share and/or receive should be directed to the Human Resources
4 Department.

5
6 **Section 10.1.4. Domestic Violence Leave.**

7 Employees may utilize sick leave or unpaid leave for instances of domestic violence/abuse for
8 themselves or their family members, in accordance with RCW 49.76. Employees seeking leave
9 or other protections under this provision shall notify Human Resources of their intent to access
10 this leave. The granting of unpaid leave under this Section shall not be subject to disciplinary
11 action under Section 12.4 of this Agreement.

12
13 **Section 10.2. Emergency Leave.**

14 A maximum of three (3) paid days will be allowed annually for absences owing to suddenly precipitated
15 problems which are of a nature that preplanning was not possible or could not have relieved the
16 necessity for the employee's absence, e.g., court subpoena. Additional emergency leave may be granted
17 by the Superintendent. Such leave shall be deducted from those accumulated pursuant to Section 10.1.,
18 above. Additional paid time will be granted by the District for out-of-state travel and final arrangement
19 issues. The employee must submit their absence via the online system within forty eight (48) hours of
20 the employee's return to work.

21
22 **Section 10.3. Personal Leave.**

23 Employees will be given three (3) days of paid personal leave annually. These personal leave days will
24 be pro-rated based on the employee's hire date. Employees may carry over up to three (3) days and
25 employees may use up to six (6) days per year. Employees will be permitted to utilize their personal
26 leave due to inclement weather. No more than thirty (30) employees may access personal leave before or
27 after holidays or breaks. Personal leave will be considered approved when HR approves the request.
28 Such leave shall be pre-arranged and subject to the approval of the supervisor. Denial of personal leave
29 may be appealed to the Superintendent or designee.

30
31 **Section 10.3.1. Personal Leave Cash Out**

32 Once annually, excess personal leave over the allotted carryover amount will automatically be
33 cashed out at the employee's regular rate of pay.

34
35 **Section 10.4. Bereavement Leave.**

36 Bereavement leave is intended to provide time for the employee to attend to matters related to the death
37 of individuals as outlined below. Bereavement leave for family and friends is allotted as follows:

- 38
39 A. Spouse, domestic partner, son or daughter, father, mother, parent surrogate, up to five (5)
40 days;
- 41 B. Sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law,
42 sister-in-law, grandparents and grandchildren or any other relative for whom the employee is
43 the sole support; up to three (3) days.
- 44 C. A relative not listed above, or a close personal friend: one (1) day of bereavement leave.
- 45 D. At the discretion of the superintendent, or designee, two (2) additional days of emergency
46 leave may be granted for the purpose of accommodating extended travel. Emergency leave is
47 deducted from your sick leave balance. Employees may also use personal leave or vacation,
48 in conjunction with bereavement leave.

1
2 The employee must submit the absence along with the relationship to the supervisor via the on-line
3 system within forty-eight (48) hours of the employee's return to work. Questions not answered in the
4 language below should be directed to the employee's supervisor and Human Resources.

5
6 **Section 10.5. Workers Compensation.**

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

14
15 **Section 10.6. Legal Leave.**

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

21
22 **Section 10.7. Leave of Absence.**

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

29
30 **Section 10.7.1.**

31 The employee will retain vested vacation and seniority while on leave of absence. The employee
32 may retain up to five (5) days of sick leave. However, no benefits or leaves will accrue while the
33 employee is on leave of absence.

34
35 **Section 10.8. FMLA.**

36 An employee may qualify for FMLA if they have worked for the district for twelve (12) months and
37 have worked at least one thousand two hundred and fifty (1,250) hours in the twelve (12) months prior
38 to requesting leave. Work to include all hours compensated for work, e.g., in-service, training and
39 overtime. Questions regarding the specifics of qualification for leave consideration should be addressed
40 to Human Resources.

41
42 **Section 10.9. Paid Family Medical Leave (P.F.M.L.).**

43 An employee may apply to PFML with the State if they have worked eight hundred and twenty (820)
44 hours during the lookback period in Washington State. Questions regarding the specifics of qualification
45 for leave consideration should be addressed to Human Resources.

1 **Section 10.10.**

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

3
4
5
6 **ARTICLE XI**

7
8 **SENIORITY**

9
10 **Section 11.0. Definitions.**

11
12 General Job Classification: Child Nutrition Services, Custodial, Paraeducators, Grounds, Laundry,
13 Trades and Warehouse, Family Engagement Liaisons, and ECEAP.

14
15 Specific Job Classification: A position that falls within the General Job Classification as noted above.
16 Examples of Specific Job Classification includes Head Custodian, Custodian A, Trades Technician
17 Lead: Painter/Glazer, Trades Technician: Painter/Glazer, Trades Helper: Painter/Glazer, Library
18 Paraeducator, ECE Para-educator, Culinary Arts Paraeducator, etc.

19
20 Classification Seniority: The date you moved to a new general job classification.

21
22 Hire Date: The date you were hired in the school district.

23
24 Start Date: The date you began working in a general job classification within this bargaining unit.

25
26 Salary Schedule Placement: Placement on the salary schedule does not reflect classification seniority.

27
28 **Section 11.1.**

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

34
35 **Section 11.1.1.**

36 In the event that two (2) or more employees have the same start date, seniority shall be
37 determined by the employee with the earliest hire date. Should two (2) or more employees still
38 have the same hire date, seniority shall be decided by lot.

39
40 **Section 11.2.**

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



1 **Section 11.2.1.**

2 At the end of the probationary period, the employee will be subject to all rights and duties
3 contained in this Agreement retroactive to the hire date; provided, however, Sections 15.1. and
4 15.2. will not apply.

5
6 **Section 11.3.**

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

- 8
9 A. Resignation;
10 B. Discharge, unless reinstated;
11 C. Retirement;
12 D. Change in general job classification within the bargaining unit, as hereinafter provided; (e.g.,
13 para-educator moves to a child nutrition position or a custodian moves to a trades position, etc.)
14 or
15 E. Absences for any reason not included within the leave provisions of this Agreement.

16
17 **Section 11.4**

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

- 19
20 A. Time lost by reason of industrial accident, industrial illness.
21 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
22 United States.
23 C. Time spent on authorized absences.

24
25 **Section 11.5.**

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

29
30 **Section 11.6.**

31 The employee with the earliest general job classification start date shall have preferential rights
32 regarding promotions, assignments, or open jobs, when ability and performance are equal with those of
33 individuals junior to him/her. In filling open positions, the employer will take into consideration skill,
34 past work record, seniority and merit. Consistent with this article, individuals outside the bargaining
35 unit hold no seniority rights under this agreement; nor shall the District disregard the seniority of a
36 bargaining unit member in order to provide an equal level of seniority to a non-member applying for the
37 same bargaining unit position.

38
39 **Section 11.6.1.**

40 If the District determines that seniority rights should not govern because a junior employee
41 possesses ability and performance greater than a senior employee(s), the District shall, at the
42 request of the employee(s), set forth in writing to the employee(s) its reasons why the senior
43 employee(s) was bypassed. Should the employee disagree with the written rationale provided by
44 the District, the employee will work through the Grievance process beginning at Step II as
45 outlined in Article XV.

1 **Section 11.7.**

2 An employee who changes general job classifications within the bargaining unit will retain seniority in
3 the previous classification for one (1) calendar year although a new start date is acquired in the new
4 classification.

5
6 **Section 11.8. Open Positions.**

7
8 **Section 11.8.1. Posting of Open Positions.**

9 The District shall make every reasonable effort to make available to the President or designee a
10 published notice of open positions (open position shall be defined herein as it is defined in
11 Section (11.1.) within five (5) days of the posting. Should the open position require the use of a
12 substitute for an interim period, the interim period shall be no longer than fifteen (15) workdays.
13 Open positions shall be posted on the District’s web site.

14
15 **Section 11.8.1.1.**

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

19
20 **Section 11.8.2. Applying for Open Positions.**

21 Employees must make written application for the position published within the date and time set
22 by the District. If written application is not made, the employee does not have the right of
23 grievance. The subsequent vacancy filling period shall be thirty (30) days from the posting of the
24 original position.

25
26 **Section 11.8.3. Interviews/Awarding Positions.**

27
28 **Section 11.8.3.1. Interview Granted.**

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

33
34 **Section 11.8.3.2.**

35 The District shall fill open/vacant positions as posted. If no qualified applicants, the
36 District shall repost the position.

37
38 **Section 11.8.3.3. Reversion.**

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

41
42 **Section 11.9. Transfer Procedures.**

43 If an employee is interested in a lateral transfer, the employee must send a signed request to Human
44 Resources. Lateral means same specific job classification, hours, shift, and pay rate.

45
46 **Section 11.10. Layoff.**

47 Should the need for layoff occur, employees will be laid off in their specific job classification by
48 seniority. Prior to employees being laid off, the District and the Association President and the



1 Association Field Representative will schedule a general layoff meeting with the parties affected. The
2 District will provide the rationale for the layoff and the parties will be advised of their rights. Employees
3 laid off as the result of reduction in force will be placed on a re-employment list according to seniority
4 and will have priority (as provided by Section 11.6.) in the filling of an opening in the classification held
5 at the time of layoff. This list shall be in effect from the date of layoff to one (1) year later.
6

7 **Section 11.10.1.**

8 Employees on layoff status shall file their addresses and telephone numbers in writing with the
9 Human Resource Office and shall thereafter promptly advise that office, in writing, of any
10 change of address or telephone numbers or availability for employment.
11

12 **Section 11.10.2.**

13 Employees shall forfeit the right to re-employment as provided in Section 11.10. if the employee
14 does not accept the offer of re-employment within five (5) workdays and/or report for work
15 within eleven (11) workdays from date of offer by certified letter or in person.
16

17 **Section 11.10.3.**

18 Should an employee under this section decline a position for which qualified, that employee
19 forfeits further consideration other than that given all applicants.
20

21 **Section 11.11. Transfers.**

22 **Section 11.11.1. Transfer Definition.**

23 A transfer is a reassignment to a different building, program, or job description.
24

25 **Section 11.11.2. Voluntary Transfer.**

26 A voluntary transfer in lieu of posting and filling a position pursuant to Article IX may be made
27 upon the mutual agreement of the employee, the Association and the District.
28

29 **Section 11.11.3. Involuntary Transfer.**

30 An involuntary transfer shall be made when it is in the best interest of the Employer. If the
31 transfer is involuntary and is to be a lesser pay scale, said employee shall suffer no loss in pay.
32 Whenever possible, involuntary transfers shall be made to the least senior employee in the job
33 title.
34

35 **Section 11.11.4. Notice of Transfer.**

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

DISCHARGE OF EMPLOYEES AND NOTIFICATION OF NON-ANNUAL EMPLOYEES

Section 12.1.

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

Section 12.2.

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

Section 12.3.

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

Section 12.4.

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

Section 12.5.

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

Section 12.5.1.

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

Section 12.5.2.

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

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1.SEBB

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance

1 Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA)
2 when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance. Employees will
3 have thirty one (31) days to enroll after the first date of eligibility.

4
5 **Section 13.1.1. Open Enrollment.**

6 Regular employees shall have the option, consistent with the requirements of provider contracts, to
7 change or enroll in insurance programs during the annual open enrollment period.

8
9 **Section 13.1.2. Voluntary Employees Benefit Association (VEBA).**

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

12
13 **Section 13.2. Department of Retirement Services (DRS).**

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

17
18 **Section 13.3. Classified Employees Death Benefit.**

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

25
26
27
28 **ARTICLE XIV**

29
30 **ASSOCIATION MEMBERSHIP**

31
32 **Section 14.1. Membership.**

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

40
41 **Section 14.2. Member Rescission.**

42 Association members requesting to rescind membership and membership rights in their exclusive
43 professional advocacy organization shall make such request in writing to the Association, following the
44 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such
45 conditions have been met, the Association shall inform the District of the employee's non-member status
46 consistent with the notification in Section 14.4.

1 **Section 14.3. New Hire Notification.**

2 The District shall notify the Association in writing of all new hires within ten (10) business days of when
3 such employees are approved to work for the District as a substitute, temporary, or regular employee in
4 any job title, including name, home mailing address, phone number, job title, work email, work location
5 and hire date. The Employer shall give a copy of this working agreement to each employee when hired.
6

7 **Section 14.4. Dues and Checkoff.**

8 The Association shall provide the District with a full and complete list of bargaining unit employees who
9 are current members of PSE/SEIU Local 1948 and shall provide updates, additions, and/or other changes
10 in membership status to the District upon request. The District agrees to accept dues authorizations via
11 voice authorization or by E-signature in accordance with “E-SIGN”. The Association will provide a list
12 of those members who have agreed to union membership via voice authorization. In addition, upon
13 request, access to the District to the .wav files associated with the voice authorization. The Association
14 will be the custodian of the records related to voice/E-signature authorizations. The Association agrees,
15 that as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of
16 those records.
17

18 **Section 14.5. Checkoff.**

19 The District shall deduct PSE Dues from the pay of any employee who authorizes such deductions in
20 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer
21 of Public School Employees of Washington/SEIU Local 1948 on a monthly basis.
22

23 **Section 14.5.1. Classified Employee Report to the Association.**

24 The District shall submit a monthly report (to accompany the monthly transmission of dues to the
25 Association) to the Treasurer of the Association listing the name, and amount of Association
26 dues being deducted for each bargaining unit employee. The District shall provide a list of
27 current addresses and telephone numbers of bargaining unit employees to the Association upon
28 request.
29

30 **Section 14.5.2. Local Chapter Dues.**

31 The District shall deduct Association local Chapter dues separately and remit such funds to the
32 local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of such
33 dues.
34

35 **Section 14.6.**

36 The Association shall indemnify and hold the District harmless for the administration of this Article
37 done pursuant to this Article.
38

39 **Section 14.7. New Hire Orientation.**

40 The District will provide the Association reasonable access to new employees of the bargaining unit for
41 the purposes of presenting information about their exclusive bargaining representative to the new
42 employee. The presentation may occur during a new employee orientation provided by the District, or at
43 another time mutually agreed to by the District and the Association. No employee may be mandated to
44 attend the meetings or presentations by the Association. “Reasonable Access” for the purposes of this
45 Section means: (a) The access to the new employee occurs within ninety (90) days of the employee’s
46 start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The
47 access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a
48 location mutually agreed to by the District and the Association.



1
2 **Section 14.8. Political Action Committee.**

3 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
4 deduct from the pay of such bargaining unit employee the amount of contribution the employee
5 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on
6 a check separate from the Association dues transmittal check, or to the appropriate agency. Section
7 14.7. of the Collective Bargaining Agreement shall apply to these deductions. The employee may
8 revoke the request at any time. At least annually, the employee shall be notified by the Association
9 about the right to revoke the request.
10
11
12

13 **ARTICLE XV**

14 **GRIEVANCE PROCEDURE**

15
16
17 **Section 15.1.**

18 Grievance is defined as a claim by an employee that a misinterpretation, misapplication, or violation of
19 this Agreement has personally and adversely affected the employee(s). All other matters with this
20 reference are specifically excluded from action under this Section. Grievances arising between the
21 District and the employee(s) will be resolved in strict compliance with this Article. In arriving at any
22 disposition or settlement, neither party will have the authority to alter the Agreement.
23

24 **Section 15.2.**

25 Grievance claims will be processed as rapidly as possible. The number of days indicated at each step
26 will be considered as maximum and every effort will be made to expedite the process. Time limits under
27 unusual circumstances may be extended by mutual consent. Failure of the employee(s) to proceed with
28 the grievance within time limits provided will result in dismissal of the grievance. Failure of the District
29 to take required action within the time limits provided will entitle the Association to move to the next
30 step in the grievance procedure.
31

32 **Step 1.** An employee(s) with a grievance claim will discuss such claim first with the immediate
33 supervisor, or the appropriate administrator who took the action being grieved, within thirty (30)
34 calendar days of the occurrence of the incident giving rise to the grievance. The employee(s) may be
35 accompanied by a representative of his/her choice at Steps 1 through 4 of the grievance process. Every
36 effort will be made to resolve the grievance claim in an informal manner.
37

38 **Step 2.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee must submit
39 to the immediate supervisor, or the appropriate administrator who took the action being grieved, within
40 ten (10) workdays a written statement of the grievance containing the following:
41

- 42 A. The facts on which the grievance claim is based; the alleged violation(s) which has personally
43 and adversely affected the employee(s).
44 B. The remedy sought.
45

46 The employee(s) will submit the written statement of grievance, which will be controlling throughout the
47 resolution of the grievance and will be modified only by mutual consent. Upon presenting the written
48

1 statement of grievance, the parties shall schedule the Step 2 meeting within five (5) working days. The
2 District shall provide the employee(s) and the Association Field Representative with a notification of
3 disposition responding to the grievance no more than ten (10) workdays after the Step 2 meeting.
4

5 **Step 3.** If the matter is not resolved at Step 2, the employee(s) may request intervention of the
6 Association following receipt of the notification of the disposition of Step 2. When the grievance, in the
7 judgment of the Association merits further consideration, the Association will notify, in writing, the
8 Superintendent or designee within fifteen (15) days of the employee's receipt of notification of
9 disposition at Step 2. The Superintendent or designee will, within five (5) workdays of the receipt of the
10 appeal, meet with the employee(s) and the Field Representative of the Association and will attempt to
11 arrive at an equitable solution. A decision will be rendered by the Superintendent or designee within ten
12 (10) workdays after this meeting.
13

14 **Step 4.** If no settlement has been reached within the time period referred to in the preceding subsection,
15 and the Association believes the grievance to be valid, the Association on behalf of the employee(s)
16 may, within ten (10) workdays following receipt of the District's decision referenced in Step 3, request
17 binding arbitration of the grievance. The Arbitrator's deliberation will be limited to the statement of the
18 grievance and proposed resolution. Further, the Arbitrator will be without power to make a decision
19 which requires commission of an act prohibited by law or which is outside the scope of the Agreement.
20 If any questions arise as to the arbitrability, such questions will first be ruled upon by the Arbitrator
21 selected to hear the dispute. The parties will be bound by the rules of the American Arbitration
22 Association except as otherwise agreed. The Sections of the Collective Bargaining Agreement alleged
23 to be violated are controlling and will not be expanded during the grievance process unless by mutual
24 consent.
25

26 Within ten (10) calendar days following selection of the Arbitrator, the Arbitrator will confer with the
27 representative of the Superintendent and the Association and hold hearings promptly and will issue a
28 decision not later than fifteen (15) calendar days from the date of the close of the hearing; or, if oral
29 hearings have been waived, then from the date that the final statements and proofs are submitted. The
30 decision of the Arbitrator will be submitted to the Board and the Association and will be final and
31 binding upon the parties. The costs, if any travel and subsistence expenses, and the cost of any hearing
32 room will be borne equally by the District and the Association.
33
34
35

36 ARTICLE XVI

37 SALARIES AND EMPLOYEE COMPENSATION

38 **Section 16.1.**

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

43 **Section 16.2.**

44 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
45 Schedule A for each year of the agreement and are attached hereto and by this reference incorporated
46 herein.
47
48

1 **Section 16.3.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
3 conditions of Article XVI, Section 16.10. Should the date of execution of this Agreement be subsequent
4 to the effective date, salaries, including overtime, shall be retroactive to the effective date.

5
6 **Section 16.4.**

7 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of an
8 agreement, if possible, and in any case not later than the second regular payday.

9
10 **Section 16.5.**

11 Employees required to drive personal vehicles from one building to another in the course of their regular
12 work will receive mileage allowance at the adopted District rate.

13
14 **Section 16.6.**

15 Employees required to remain overnight on District assignment will be reimbursed for actual board and
16 room expenditures (receipts required). Extended overnight trips will be compensated for at not less than
17 ten (10) hours pay for each night involved; however, employees will be paid for all hours worked in
18 excess of ten (10) hours with due consideration given to the other provisions of this Agreement.

19
20 **Section 16.7.**

21 All employees will be paid on the last business day of the month.

22
23 **Section 16.8.**

24 In those years in which the calendar contains more than two hundred sixty (260) workdays, these "extra"
25 days will be added to full-time employees' annual pay.

26
27 **Section 16.9. Transfer of Previous School District Experience.**

28 Employees shall be given credit for years of service in Washington State K-12 Districts as provided in
29 RCW 28A.400.300 as now or hereafter amended. Employees shall be given credit, upon verification of
30 similar employment, for years of service in the following entities:

- 31
32
 - Early Childhood programs
 - Washington State Colleges & Universities
 - Vocational/Technical Institutions regulated by RCW 41.56.

33
34
35
36 Unless provided for in law, seniority rights or unused vacation time from previous employments shall
37 not be considered.

38
39 **Section 16.10.**

40 Salary Schedule A for 2022-23 = 6.5% (inclusive of IPD) Targeted Increases for ECEAP and Family
41 Engagement Liaisons, Condensing of Paraeducator Tiers (additional increases), and a retention bonus
42 for all current employees employed for the duration of the pandemic (3/16/20 – 8/31/21). To qualify an
43 employee must have been a District employee for the entire time listed above. Bonus will be applied
44 based on average hours worked during the dates above:



- 1 0-1.9 hours - \$500
- 2 2-3.9 hours - \$1000
- 3 4-5.9 hours - \$1500
- 4 6-8 hours - \$2000

5
6 Salary Schedule A for 2023-24 = 5% inclusive of IPD, or IPD whichever is greater.
7 Salary Schedule A for 2024-25 = IPD+2%

8
9 **Section 16.11. Education Recognition.**

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

- 12 • 150 clock hours/15 credits = .25 per hour calculated as a stipend based on the number of hours
13 contracted to work in a year.
- 14 • 250 clock hours/25 credits = .35 per hour calculated as a stipend based on the number of hours
15 contracted to work in a year.
- 16 • 350 clock hours/35 credits = .50 per hour calculated as a stipend based on the number of hours
17 contracted to work in a year.
- 18 • 450 clock hours/45 credits = .75 per hour calculated as a stipend based on the number of hours
19 contracted to work in a year.

20
21 $10 \text{ clock hours} = 1 \text{ credit} \quad | \quad \text{BA degree} = \1.00 per hour

22
23 Courses for clock hours must be job related and will be approved by the Human Resources Department.
24 Wage increases will begin with the start of the following year (September 1) after hours have been
25 earned and submitted to Human Resources. Employees enrolled in the Apprenticeship Program are not
26 eligible to participate in this program.

27
28 Employees who possess either a BA degree or have completed the Apprenticeship Program are eligible
29 to receive an increase in their hourly wage of one dollar (\$1). ECEAP Lead Teachers with a BA and
30 Family Support Specialists are exempt from this provision; however, Family Support Specialists will
31 receive a six hundred sixty dollar (\$660) annual stipend for holding a master's degree.

32
33 **Section 16.12.**

34 Nothing contained in this Agreement either by application or interpretation is to be construed so as to in
35 any way cause directly or indirectly the District, its Board, officers, employees, or agents to grant
36 compensation or increases thereto in excess of those permitted by law or regulation. Should the
37 Legislature appropriate additional classified compensation increases, the parties will meet to discuss how
38 such increases might be accomplished, if and when during the term of this Agreement the State dollars
39 for such are received by the District.

40
41 **Section 16.13. New Hire Training.**

42 The District will provide paid training for all newly hired employees.



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ARTICLE XVII

CERTIFICATION AND SAFETY

Section 17.1.

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

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

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

Section 17.1.2. Reimbursement for Loss of Personal Property.

An employee who sustains loss or damage to their personal property arising from and/or in the scope of employment may apply, in a timely manner, for reimbursement of the cost of repair or replacement. Request for reimbursement will be made by a letter addressed to the business office, attention to the Executive Director of Business. The letter will include a full statement describing and listing all damage incurred; and noting the date, hour and witnesses. The letter requesting reimbursement will be forwarded to the business office through the building administrator. If, upon determination by the District and/or their Agent of Record, the employee is deemed negligent in all or part for the damage to their personal property, the reimbursement might be decreased or denied. Reimbursement shall be in the amount authorized by the District insurance provider or Deputy Superintendent of Business.

Section 17.2.

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

Section 17.3. Employee Safety.

Behavior intervention plans are intended to support students to help students learn appropriate behaviors so they may participate fully in their education. The District shall continue to minimize the risk of injury to employees from student by providing timely training to employees serving students who are on behavior intervention plans and relevant information including details of the behavior intervention plan necessary for the employee to play a role in implementing such plan.

Section 17.4. Confidential Student Information.

Employees have a responsibility to familiarize themselves with and follow all applicable state and federal privacy laws and regulations regarding confidentiality of student and parent information,

1 including but not limited to any information contained in a student’s IEP, Behavior Intervention Plan
2 and/or 504 Plan. Failure to keep such information confidential may result in disciplinary action.
3

4 **Section 17.5. Violence and Threats.**

5 Employees who are threatened with physical harm or subjected to verbal abuse by an individual or a
6 group while carrying out their assigned duties shall immediately notify the building administrator. The
7 administrator shall then notify the District Office of the threat and provide reasonable precautions for the
8 safety of such employees. The District will notify employees on a need-to-know and confidential basis
9 when a student has a known criminal record.
10

11 **Section 17.6. Safe and Healthy Workplace.**

12 Each employee covered under this Agreement shall have a safe and healthy work environment. The
13 District shall provide disposable gowns, gloves, and/or suitable protective equipment upon request to
14 employees who are required to utilize universal precautions in the care of students.
15
16
17

18 **ARTICLE XVIII**

19 **TERM AND SEPARABILITY OF PROVISIONS**
20
21

22 **Section 18.1.**

23 The term of this Agreement shall be retroactive from September 1, 2022 to August 31, 2025.
24

25 **Section 18.2.**

26 All provisions of this Agreement shall be applicable to the entire term of this Agreement,
27 notwithstanding its execution date, except as provided in the following Section.
28

29 **Section 18.3.**

30 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
31 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider the
32 impact of any legislation enacted following execution of this Agreement which may arguably affect the
33 terms and conditions herein or create the authority to alter personnel practices in public employment.
34

35 **Section 18.4.**

36 In the event that any provision of this Agreement will at any time be declared invalid by any court of
37 competent jurisdiction or through government regulations, or decree, such decision will not invalidate
38 the entire Agreement it being the express intention of the parties hereto that all other provisions not
39 declared invalid will remain in full force and effect.
40

41 **Section 18.5.**

42 Neither party will be compelled to comply with any provision of this Agreement which conflicts with
43 State or Federal statutes or regulations promulgated pursuant thereto.
44

45 **Section 18.6.**

46 In the event either of the foregoing Sections is determined to apply to any provision of this Agreement,
47 such provision will be renegotiated pursuant to Section 18.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

AUBURN PSEA CHAPTER #701

AUBURN SCHOOL DISTRICT #408

BY: _____ /signed by/
Lorilee Thompson, Chapter President

BY: _____ /signed by/
Chris Callaham, Executive Director of HR

DATE: 8/5/22

DATE: 8/3/22



AUBURN PSEA
SCHEDULE A (Less Than Full Time Employees)
SEPTEMBER 1, 2022 - AUGUST 31, 2023

	A	B	C	D	E	F	G	H
	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5-9 Years</u>	<u>10-13 Years</u>	<u>14-17 Years</u>	<u>18-19 Years</u>	<u>20-24 Years</u>	<u>25+ Years</u>
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Notes pertaining to Schedule A are on the next page.

**AUBURN PSEA
 SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024
 PSEA FULL TIME EMPLOYEES**

	Column Steps/Years	A 1-2 Yrs	B 3-4 Yrs	C 5-9 Yrs	D 10-13 Yrs	E 14-17 Yrs	F 18-19 Yrs	G 20-24 Yrs	H 25+ Yrs
<u>CUSTODIAL</u>									
Head Custodian, HS		\$30.85	\$31.47	\$32.08	\$32.70	\$33.63	\$34.55	\$35.63	\$36.71
Head Custodian, MS		\$30.17	\$30.77	\$31.37	\$31.98	\$32.88	\$33.79	\$34.84	\$35.90
Head Custodian, ELEM		\$28.23	\$28.80	\$29.36	\$29.93	\$30.78	\$31.62	\$32.61	\$33.60
Custodian A		\$26.31	\$26.84	\$27.37	\$27.89	\$28.68	\$29.47	\$30.39	\$31.31
Custodian B		\$24.41	\$24.90	\$25.39	\$25.88	\$26.61	\$27.34	\$28.20	\$29.05
<u>TRADES</u>									
Lead Grounds Tech		\$37.52	\$38.27	\$39.02	\$39.77	\$40.89	\$42.02	\$43.33	\$44.64
Grounds Tech		\$34.01	\$34.69	\$35.37	\$36.05	\$37.07	\$38.09	\$39.28	\$40.47
Grounds Person		\$31.07	\$31.69	\$32.31	\$32.93	\$33.87	\$34.80	\$35.89	\$36.97
Trades Lead		\$39.22	\$40.00	\$40.79	\$41.57	\$42.75	\$43.92	\$45.30	\$46.67
Trades Tech		\$36.07	\$36.79	\$37.51	\$38.23	\$39.31	\$40.40	\$41.66	\$42.92
Trades Helper		\$27.07	\$27.61	\$28.15	\$28.69	\$29.51	\$30.32	\$31.26	\$32.21
Mechanical Systems Tech Lead		\$39.22	\$40.00	\$40.79	\$41.57	\$42.75	\$43.92	\$45.30	\$46.67
Mechanical Systems Tech		\$36.07	\$36.79	\$37.51	\$38.23	\$39.31	\$40.40	\$41.66	\$42.92
Trades Person		\$32.25	\$32.89	\$33.54	\$34.18	\$35.15	\$36.11	\$37.24	\$38.37
<u>WAREHOUSE</u>									
Warehouse Lead		\$35.78	\$36.50	\$37.22	\$37.93	\$39.00	\$40.08	\$41.33	\$42.58
Warehouse Tech		\$32.36	\$33.01	\$33.66	\$34.30	\$35.27	\$36.24	\$37.38	\$38.51

Full Time Employees Also Accrue Vacation as Follows:

<u>Years of Service</u>	<u>Hours of Vacation Credit</u>
1-4 years	1 hour for each 24 hrs worked not to exceed 80 hrs per year
5-9 years	1 hour for each 18 hours worked not to exceed 120 hours per year
10-19 years	1 hour for each 12 hours worked not to exceed 160 hours per year
20+ Years	4 weeks vacation will be frontloaded at the beginning of each year

Notes pertaining to Schedule A are on the reverse of this schedule.

AUBURN PSEA
SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024
LESS THAN FULL TIME EMPLOYEES

Column Steps/Years	A 1-2 Yrs	B 3-4 Yrs	C 5-9 Yrs	D 10-13 Yrs	E 14-17 Yrs	F 18-19 Yrs	G 20-24 Yrs	H 25+ Yrs
<u>CHILD NUTRITION</u>								
Kitchen Manager, HS	\$27.34	\$27.90	\$28.80	\$30.09	\$30.94	\$31.79	\$33.27	\$34.28
Kitchen Manager, MS	\$26.73	\$27.27	\$28.15	\$29.41	\$30.25	\$31.08	\$32.52	\$33.51
Kitchen Manager, ELEM	\$26.41	\$26.93	\$27.81	\$29.06	\$29.88	\$30.71	\$32.13	\$33.11
Assistant Cook	\$22.10	\$22.54	\$23.28	\$24.33	\$25.01	\$25.70	\$26.89	\$27.71
Assistant Cook – Floater	\$22.10	\$22.54	\$23.28	\$24.33	\$25.01	\$25.70	\$26.89	\$27.71
<u>CUSTODIAL</u>								
Custodian A	\$27.36	\$27.91	\$28.81	\$30.10	\$30.95	\$31.82	\$33.29	\$34.29
Custodian B	\$25.38	\$25.88	\$26.73	\$27.93	\$28.72	\$29.51	\$30.88	\$31.82
<u>ECEAP</u>								
Teachers Assistant	\$25.27	\$25.78	\$26.28	\$26.79	\$27.55	\$28.31	\$29.19	\$30.07
Lead Teacher	\$26.80	\$27.33	\$27.87	\$28.40	\$29.21	\$30.01	\$30.95	\$31.89
Lead Teacher w/BA	\$27.85	\$28.40	\$28.96	\$29.52	\$30.36	\$31.19	\$32.16	\$33.14
Family Support Specialist	\$28.90	\$29.47	\$30.05	\$30.63	\$31.50	\$32.36	\$33.38	\$34.39
<u>FAMILY ENGAGEMENT LIAISONS</u>	\$26.78	\$27.31	\$27.85	\$28.38	\$29.19	\$29.99	\$30.92	\$31.87
<u>PARA-EDUCATORS</u>								
Para-educator 1	\$24.31	\$24.80	\$25.61	\$26.75	\$27.51	\$28.27	\$29.58	\$30.47
Para-educator 2	\$25.27	\$25.78	\$26.62	\$27.81	\$28.60	\$29.39	\$30.75	\$31.69
Para-educator 3	\$25.92	\$26.45	\$27.31	\$28.53	\$29.34	\$30.15	\$31.54	\$32.50
<u>WAREHOUSE</u>								
Laundry	\$24.35	\$24.83	\$25.64	\$26.79	\$27.54	\$28.30	\$29.60	\$30.50

Notes pertaining to Schedule A are on the reverse of this schedule.

NOTES: Schedule A

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

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

2. PARA LEVEL 1- Class Size, Playground, Traffic, Study Hall, Print Room.

3. PARA LEVEL 2- Computer Lab, ELL, High Cap, CTE (Culinary Arts, Marketing, Metals Shop, Auto Shop Attendant, Learning Center Attendant, Native American Attendant, Jewelry, Horticulture), Reading-Math, Resource Room, Library.

4. PARA LEVEL 3- Special Education (SLC, Pathways, One to One, ECE, TAP, and Floaters), Health Tech

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

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

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

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

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

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

1 **NOTES on Schedule A:**
2

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

5
6 *Exception:* 2015-16 = 262 workdays; 2016-17 = 261 workdays; 2017-18 = 261 workdays
7

- 8 2. Para Level 1: Class Size, Playground, Traffic, Study Hall, and Print Room.
9

- 10 3. Para Level 2: Computer Lab, ELL, High Cap, CTE (Culinary Arts, Marketing, Metals Shop, Auto
11 Shop Attendant, Learning Center Attendant, Native American Attendant, Jewelry, Horticulture),
12 Reading-Math, Resource Room, and Library.
13

- 14 4. Para Level 3: Special Education (SLC, Pathways, One to One, ECE, TAP, and Floaters), and
15 Health Tech.
16

- 17 5. Salary and step increases shall be distributed at the beginning of each school year to all employees
18 as authorized and funded.
19

- 20 6. Custodian A will be in charge when Head Custodian is absent; pay will be determined by Section
21 7.6. In the event Custodian A declines to fill in for the Head Custodian, Custodian B will be in
22 charge; pay will be determined by Section 7.6 and the award of the assignment shall be by
23 seniority.
24

- 25 7. The employee(s) in all classifications except: Class-size paraeducators and any position which is
26 less than three and one-half (3½) hours per day will receive their compensation on a twelve (12)
27 month pro-rata payroll warrant basis.
28

- 29 8. Lead positions: Employees who hold lead positions, with District-wide responsibilities and oversee
30 seven (7) or more employees will receive a seventy five dollar (\$75) per month stipend.
31

- 32 9. Employees who hold lead positions, with District-wide responsibilities and oversee five (5) or six
33 (6) employees will receive a fifty dollar (\$50) per month stipend.
34

- 35 10. Child Nutrition Managers will receive a stipend of fifty dollars (\$50) per month, five hundred
36 dollars (\$500) annually for ten (10) months when they have three (3) or more Child Nutrition
37 Programs.
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WEINGARTEN RIGHTS

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.

- If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.
- Management is not required to inform the employee of his/her Weingarten rights.
- It is the employee’s responsibility to know and request.

National Labor Relations Board (NLRB) vs. Weingarten , Inc., 1975 U.S. Supreme Court

Under the Supreme Court’s Weingarten decision, when an interview for investigation occurs, the following rules apply:

RULE 1:

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

RULE 2:

After the employee makes the request, the employer must choose from among three options. The employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

RULE 3:

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice, and the employee has the right to refuse to answer. The employer may not discipline the employee for such a refusal.

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning for foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?



AUBURN PSEA
SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025
LESS THAN FULL TIME EMPLOYEES

Column Steps/Years	A <u>1-2 Yrs</u>	B <u>3-4 Yrs</u>	C <u>5-9 Yrs</u>	D <u>10-13 Yrs</u>	E <u>14-17 Yrs</u>	F <u>18-19 Yrs</u>	G <u>20-24 Yrs</u>	H <u>25+ Yrs</u>
<u>CHILD NUTRITION</u>								
Kitchen Manager, HS	\$28.90	\$29.49	\$30.44	\$31.81	\$32.71	\$33.61	\$35.17	\$36.24
Kitchen Manager, MS	\$28.26	\$28.82	\$29.76	\$31.09	\$31.97	\$32.85	\$34.37	\$35.42
Kitchen Manager, ELEM	\$27.91	\$28.47	\$29.40	\$30.72	\$31.59	\$32.46	\$33.96	\$34.99
Assistant Cook	\$23.36	\$23.83	\$24.61	\$25.72	\$26.44	\$27.17	\$28.42	\$29.29
Assistant Cook – Floater	\$23.36	\$23.83	\$24.61	\$25.72	\$26.44	\$27.17	\$28.42	\$29.29
<u>CUSTODIAL</u>								
Custodian A	\$28.92	\$29.50	\$30.45	\$31.82	\$32.72	\$33.63	\$35.18	\$36.25
Custodian B	\$26.83	\$27.36	\$28.26	\$29.52	\$30.35	\$31.19	\$32.64	\$33.63
<u>ECEAP</u>								
Teachers Assistant	\$26.71	\$27.25	\$27.78	\$28.31	\$29.12	\$29.92	\$30.85	\$31.79
Lead Teacher	\$28.32	\$28.89	\$29.46	\$30.02	\$30.88	\$31.72	\$32.72	\$33.71
Lead Teacher w/BA	\$29.43	\$30.02	\$30.61	\$31.20	\$32.09	\$32.96	\$33.99	\$35.03
Family Support Specialist	\$30.54	\$31.15	\$31.76	\$32.37	\$33.30	\$34.21	\$35.28	\$36.35
<u>FAMILY ENGAGEMENT LIAISONS</u>	\$28.30	\$28.87	\$29.43	\$30.00	\$30.85	\$31.70	\$32.69	\$33.68
<u>PARA-EDUCATORS</u>								
Para-educator 1	\$25.69	\$26.21	\$27.07	\$28.28	\$29.08	\$29.88	\$31.26	\$32.21
Para-educator 2	\$26.71	\$27.25	\$28.13	\$29.40	\$30.23	\$31.06	\$32.51	\$33.50
Para-educator 3	\$27.40	\$27.96	\$28.87	\$30.15	\$31.01	\$31.86	\$33.34	\$34.35
<u>WAREHOUSE</u>								
Laundry	\$25.74	\$26.25	\$27.10	\$28.31	\$29.11	\$29.91	\$31.29	\$32.24

Notes pertaining to Schedule A are on the reverse of this schedule.

AUBURN PSEA
SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025
PSEA FULL TIME EMPLOYEES

Column Steps/Years	A <u>1-2 Yrs</u>	B <u>3-4 Yrs</u>	C <u>5-9 Yrs</u>	D <u>10-13 Yrs</u>	E <u>14-17 Yrs</u>	F <u>18-19 Yrs</u>	G <u>20-24 Yrs</u>	H <u>25+ Yrs</u>
<u>CUSTODIAL</u>								
Head Custodian, HS	\$32.61	\$33.26	\$33.91	\$34.56	\$35.54	\$36.52	\$37.66	\$38.80
Head Custodian, MS	\$31.89	\$32.52	\$33.16	\$33.80	\$34.76	\$35.71	\$36.83	\$37.94
Head Custodian, ELEM	\$29.84	\$30.44	\$31.04	\$31.63	\$32.53	\$33.43	\$34.47	\$35.51
Custodian A	\$27.81	\$28.37	\$28.93	\$29.48	\$30.32	\$31.15	\$32.12	\$33.10
Custodian B	\$25.80	\$26.32	\$26.84	\$27.35	\$28.13	\$28.90	\$29.80	\$30.71
<u>TRADES</u>								
Lead Grounds Tech	\$39.65	\$40.45	\$41.24	\$42.03	\$43.22	\$44.41	\$45.80	\$47.19
Grounds Tech	\$35.95	\$36.67	\$37.39	\$38.10	\$39.18	\$40.26	\$41.52	\$42.78
Grounds Person	\$32.84	\$33.50	\$34.15	\$34.81	\$35.80	\$36.78	\$37.93	\$39.08
Trades Lead	\$41.45	\$42.28	\$43.11	\$43.94	\$45.18	\$46.43	\$47.88	\$49.33
Trades Tech	\$38.12	\$38.89	\$39.65	\$40.41	\$41.55	\$42.70	\$44.03	\$45.37
Trades Helper	\$28.61	\$29.18	\$29.76	\$30.33	\$31.19	\$32.05	\$33.05	\$34.05
Mechanical Systems Tech Lead	\$41.45	\$42.28	\$43.11	\$43.94	\$45.18	\$46.43	\$47.88	\$49.33
Mechanical Systems Tech	\$38.12	\$38.89	\$39.65	\$40.41	\$41.55	\$42.70	\$44.03	\$45.37
Trades Person	\$34.08	\$34.77	\$35.45	\$36.13	\$37.15	\$38.17	\$39.37	\$40.56
<u>WAREHOUSE</u>								
Warehouse Lead	\$37.82	\$38.58	\$39.34	\$40.09	\$41.23	\$42.36	\$43.69	\$45.01
Warehouse Tech	\$34.21	\$34.89	\$35.57	\$36.26	\$37.28	\$38.31	\$39.51	\$40.70

Full Time Employees Also Accrue Vacation as Follows:

<u>Years of Service</u>	<u>Hours of Vacation Credit</u>
1-4 years	1 hour for each 24 hrs worked not to exceed 80 hrs per year
5-9 years	1 hour for each 18 hours worked not to exceed 120 hours per year
10-19 years	1 hour for each 12 hours worked not to exceed 160 hours per year
20+ Years	4 weeks vacation will be frontloaded at the beginning of each year

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3 **NOTES: Schedule A**
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- 5 1. The monthly gross salary for full-time employees can be calculated as follows: 2080 hours x hourly rate
6 divided by 12.
7

8 Exception: 2015-16 = 262 work days; 2016-17 = 261 work days; 2017-18 = 261 work days
9

- 10 **2. PARA LEVEL 1**
11 **Class Size, Playground, Traffic, Study Hall, Print Room.**
12

- 13 **3. PARA LEVEL 2**
14 **Computer Lab, ELL, High Cap, CTE (Culinary Arts, Marketing, Metals Shop, Auto Shop Attendant,**
15 **Learning Center Attendant, Native American Attendant, Jewelry, Horticulture), Reading-Math,**
16 **Resource Room, Library.**
17

- 18 **4. PARA LEVEL 3**
19 **Special Education (SLC, Pathways, One to One, ECE, TAP, and Floaters), Health Tech**
20

- 21 5. Salary and step increases shall be distributed at the beginning of each school year to all employees as
22 authorized and funded.
23

- 24 6. Custodian A will be in charge when Head Custodian is absent; pay will be determined by Section 7.6. **In the**
25 **event the Custodian A declines to fill in for the Head Custodian, the Custodian B will be in charge;**
26 **pay will be determined by Section 7.6 and the award of the assignment shall be by seniority.**
27

- 28 7. The employee(s) in all classifications except: Class-size paraeducators and any position which is less than
29 three and one-half (3-1/2) hours per day will receive their compensation on a twelve (12) month pro-rata
30 payroll warrant basis.
31

- 32 8. Lead positions: Employees who hold lead positions, with district-wide responsibilities, and oversee seven
33 (7) or more employees will receive a \$75.00 per month stipend.
34

- 35 9. Employees who hold lead positions, with district-wide responsibilities, and oversee five (5) or six (6)
36 employees will receive a \$50.00 per month stipend.
37

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