

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FERNDALE SCHOOL DISTRICT #502

AND

PUBLIC SCHOOL EMPLOYEES OF FERNDALE #809

SEPTEMBER 1, 2019 - AUGUST 31, 2022



Public School Employees of Washington / SEIU Local 1948
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1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. Participation of employees in the formulation and implementation of personnel policies affecting
- 4 them contributes to effective conduct of school business.
- 5
- 6 2. The efficient administration of the system of public instruction and well-being of employees
- 7 requires that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee-management
- 10 relations should be improved by providing employees an opportunity for greater participation in
- 11 the formulation and implementation of policies and procedures affecting the conditions of their
- 12 employment.
- 13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights and
- 15 obligations of the parties hereto.
- 16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 18 of the District and the well-being of employees within the spirit of the Public Employees Collective
- 19 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
- 20 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
- 21 interest.
- 22
- 23
- 24

25 **P R E A M B L E**

26

27 This Agreement is made and entered into between Ferndale School District Number 502 (hereinafter

28 "District") and Public School Employees of Ferndale, an affiliate of Public School Employees of

29 Washington (hereinafter "Association").

30

31 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

32 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the

33 parties agree as follows:

34

35

36

37 **A R T I C L E I**

38 **RECOGNITION AND COVERAGE OF AGREEMENT**

39

40

41 **Section 1.1.**

42 The District hereby recognizes the Association as the exclusive representative of all employees in the

43 bargaining unit, and the Association recognizes the responsibility of representing the interests of all

44 such employees.

45

46 **Section 1.2.**

47 Descriptions of positions subject to this Agreement are attached hereto for information purposes only.

48 If the District elects to change the position descriptions, the unit president will be advised and his/her

1 response considered prior to attaching the new position descriptions(s) to the Agreement. Creation of
2 new position(s) not listed within the present classifications as shown on Schedule A, shall require
3 reopening of this Agreement with respect to salaries for such position(s).

4
5 **Section 1.3.**

6 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
7 the following general job classifications: Classification 1 -- Paraeducator and Braille and Signer;
8 Classification 2 --Food Service; and employees working in temporary positions which are defined as a
9 minimum of forty-five (45) consecutive work days up to a maximum period of the remainder of the
10 current school year.

11
12
13
14 **ARTICLE II**

15
16 **RIGHTS OF THE EMPLOYER**

17
18 **Section 2.1.**

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

28
29 **Section 2.2.**

30 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
31 District. In making rules and regulations relating to personnel policies, procedures and practices, and
32 matters of working conditions, the District shall give due regard and consideration to the rights of the
33 Association and the employees and to the obligations imposed by this Agreement.

34
35
36
37 **ARTICLE III**

38
39 **RIGHTS OF EMPLOYEES**

40
41 **Section 3.1.**

42 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
43 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
44 The freedom of such employees to assist the Association shall be recognized as extending to
45 participation in the management of the Association, including presentation of the views of the
46 Association to the Board of Directors of the District or any other governmental body, group, or
47 individual. The District shall take whatever action required or refrain from such action in order to
48

1 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
2 District to encourage or discourage membership in any employee organization.

3
4 **Section 3.2.**

5 Employees of the units subject to this Agreement have the right to have Association representatives or
6 other persons present at discussions between themselves and supervisors or other representatives of the
7 District as hereinafter provided.

8
9 **Section 3.3.**

10 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
11 exclusive of compensation for services rendered, to appropriate officials of the Association.

12
13 **Section 3.4.**

14 Neither the District, nor the Association, shall discriminate against any employee subject to this
15 Agreement on the basis of race, color, religion, creed, gender, age, national origin, marital status,
16 sexual orientation including gender expression or identity, veteran status, or physical, mental, or
17 sensory disability, the use of a trained guide dog or service animal by a person with a disability, or
18 honorably-discharged veteran or military status or any other basis prohibited by law, the duties of
19 which may be performed efficiently by an individual without danger to the health or safety of the
20 physically disabled person or others.

21
22 **Section 3.5.**

23 Each employee covered by this Agreement shall be subject to an annual evaluation by the immediate
24 supervisor. The evaluation comments shall be based on the functions of the job description and
25 relevant personal factors related to job effectiveness. A copy of the evaluation shall be given to the
26 employee at least one working day prior to discussion with the supervisor. The discussion with the
27 employee shall happen at least ten working days prior to the end of the school year. The evaluation
28 shall be signed by the employee and supervisor, submitted to the Executive Director for Human
29 Resources and placed in their personnel file. The employee may attach his/her own comments to the
30 evaluation. These comments will become a permanent part of the evaluation.

31
32 The employee's supervisor may include comments from other employees on the evaluation form.
33 However, all unsatisfactory or needs improvement comments regarding the employee must be in
34 written form, signed by the person making the comment and attached to the final evaluation document.

35
36 If there are concerns about an employee's performance, the supervisor will communicate the concern
37 directly to the employee in writing, stating expectations for performance. No employee will be marked
38 as unsatisfactory, unless there is documentation of such communication at least thirty (30) working
39 days prior to the delivery of the final evaluation document.

40
41 In compliance with the above language, the Ferndale School District, along with the Public School
42 Employees of Ferndale, will follow a five tier evaluation process. This evaluation will allow for
43 specific feedback through targeted criterion. Employees will be rated on a scale that represents growth
44 opportunities for employees. During each school year, both PSE employees and Ferndale School
45 District Administrators will collaborate through feedback on ways to modify the evaluation to meet the
46 needs of both parties.

1 **Section 3.5.1. Procedures.**

2 New classified employees must be evaluated at least once prior to the completion of the 90
3 calendar day probationary period.

4
5 **Section 3.6.**

6 In the event the supervisor believes the employee's performance needs improvement, the supervisor
7 and the employee shall jointly develop a written plan of improvement. Once the plan is written, the
8 employee will have 30-90 calendar days to demonstrate improvement as laid out in the plan or he/she
9 may be subject to progressive discipline.

10
11 **Section 3.7. Job Descriptions.**

12 Job Descriptions will be reviewed/updated as needed but no less than every five years. PSE will
13 provide a minimum of two (2) employees currently working in the job title to meet with the District to
14 provide input on job descriptions.

15
16
17 **A R T I C L E I V**

18
19 **R I G H T S O F T H E A S S O C I A T I O N**

20
21
22 **Section 4.1.**

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

27
28 **Section 4.2.**

29 The names, hire date, work assignments, addresses, phone number, work email address and salary
30 information of employees in the bargaining unit will be provided no more than monthly to the
31 President of the Association upon written request. The preceding data for new employees will be
32 provided to the President of the Association at the same time that payroll information is submitted for
33 computer processing.

34
35 Upon written request, the District will provide PSE a bargaining unit list transmitted electronically,
36 listing bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the
37 bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type, or added
38 to or deleted from the bargaining unit. This report will include each listed bargaining unit employee's
39 name, job title, work location, personnel action.

40
41 **Section 4.3.**

42 The District will provide PSE reasonable access to new employees of the bargaining unit for the
43 purposes of presenting information about PSE to the new employee. "Reasonable access" for the
44 purposes of this section means the access to the new employee occurs within one (1) month of the
45 employee's start date within the bargaining unit; the access is for thirty (30) minutes; and occurs
46 during the new employee's regular work hours at the employee's regular worksite, or at a location
47 mutually agreed to by the District and PSE.

1 The District will provide PSE at least ten (10) days' notice of the annual New Employee Orientation,
2 and within forty-eight (48) hours in advance of the orientation will provide an electronic list of
3 expected participants.

4
5 The District will provide PSE thirty (30) minutes to make a presentation during each New Employee
6 Orientation. District representatives shall not be present during PSE's presentation. PSE shall have
7 the right to distribute materials, such as PSE new hire packets, at the orientation.

8
9 **Section 4.4.**

10 The Association reserves and retains the right to delegate any right or duty contained herein, within the
11 scope of statute, to appropriate officials of the Public School Employees of Washington State
12 Organization.

13
14 **Section 4.5.**

15 The District shall provide bulletin board space in each school for the use of the Association. The
16 Association shall have the right to post notices of its activities and matters of Association concern.

17
18
19
20 **ARTICLE V**

21
22 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

23
24 **Section 5.1.**

25 It is agreed and understood that matters appropriate for consultation and negotiation between the
26 District and the Association are policies, programs, and procedures relating to or affecting hours,
27 wages, grievance procedures and general working conditions of employees in the bargaining unit
28 subject to this Agreement.

29
30 **Section 5.2.**

31 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
32 the other party to advise, discuss or consult regarding matters concerning working conditions not
33 covered by this Agreement.

34
35
36
37 **ARTICLE VI**

38
39 **ASSOCIATION REPRESENTATION**

40
41 **Section 6.1.**

42 The Association will designate a Conference Committee of three (3) members who will meet with the
43 Superintendent of the District and/or the Superintendent's designated representatives on a mutually
44 agreeable basis to discuss appropriate matters.

1 **Section 6.2.**

2 Visitation rights shall be granted to designated representatives of the Association to visit with
3 employees in the bargaining unit for purposes of grievance procedures and/or general information.
4 The visiting representative shall notify the School District of arrival.
5

6 **Section 6.3. Union Representative Leave.**

7 Up to two (2) days of union leave may be utilized by union officers per month during the school year
8 for union business and to orient newly hired members of the Association. Requested leave will be
9 approved provided that substitute coverage is available if required. PSE will pay the sub costs if any is
10 incurred, when they request the time. Should the district request that a union officer(s) take union
11 leave, the School District will incur all costs.
12
13
14

15 **ARTICLE VII**

16 **HOURS OF WORK**

17
18
19 **Section 7.1.**

20 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
21 two (2) consecutive days of rest, Saturday and Sunday. The District shall establish work shifts with
22 designated times of beginning and ending. Each shift shall include adequate time to perform assigned
23 duties, including forty (40) minutes per week, for checking email or updating sub plans. An employee
24 who does not believe they are receiving adequate time for performance of their duties may request a
25 review of their schedule by their immediate supervisor or principal's designee.
26

27 **Section 7.2. Break Times.**

28 The District shall establish work shifts with designated times of beginning and ending. Within each
29 schedule, as per state law, each employee shall be guaranteed:
30

- 31 • Less than four (4) hours – no break, no lunch;
- 32 • Four (4) hours – fifteen (15) minute break, no lunch;
- 33 • Four hours and one minute to seven hours and fifty-nine minutes (4:01 to 7:59) – thirty (30)
34 minute lunch, and one (1) fifteen (15) minute break;
- 35 • Eight (8) hours – thirty (30) minute lunch and two (2) fifteen (15) minute breaks.
36

37 **Section 7.3.**

38 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
39 changed without prior notice to the employee of two (2) calendar weeks; provided, however, this
40 notice may be waived by consent of the employee, or by the employer during an emergency situation.
41

42 **Section 7.4.**

43 Employees requested to work a shift or hours regularly filled by a higher classification employee, must
44 fulfill all requirements and qualifications of that position, and shall receive compensation for the
45 higher classification, at the lower classification employees' present step placement, as reflected on
46 Schedule A. In the event an employee works in a classification calling for a lower rate of pay she/he
47 shall be compensated at the rate established for the classification in which she/he regularly is assigned.

1 **Section 7.5.**

2 Extended Service shall be defined as any and all work, noncontiguous with regular daily work shifts or
3 on an employee's day of rest. Employees performing extended services shall be compensated for a
4 minimum of two (2) hours, and for all succeeding hours worked at their appropriate hourly rates.

5
6 **Section 7.6.**

7 Employees will be paid their regular hourly rate for the actual time spent in meetings required by the
8 District, one-half (1/2) hour will constitute the minimum payment for attending.

9
10 **Section 7.7.**

11 The cost of an employee's physical examination and/or X-rays required by the District as a condition of
12 continued employment will be paid by the District.

13
14 **Section 7.8.**

15 When kitchen facilities are used as a community service or by a renter, or for a school based event, and
16 the food service director determines that a food service employee needs to be present, they will be paid
17 for a minimum of two (2) hours or all hours of required attendance, whichever is greater, at the
18 appropriate hourly rate. If the work requires a food handler permit, the work will be performed by a
19 food service worker or the food service director. The hours will be offered first to the food service
20 assigned to that worksite, according to seniority, and then to food service workers district-wide,
21 according to seniority. The food service employee will be on-site for the supervision of the meal
22 preparation, service and clean up.

23
24 When kitchen facilities are used for a district-based event, the hours will be offered to food service
25 workers district wide, according to seniority.

26
27 **Section 7.9. Overtime.**

28 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter
29 provided, unless such overtime pertains to extension of the job. In the assignment of overtime, the
30 District agrees to provide the employee with as much advance notice as practicable in the
31 circumstances. Normally, employees designated to work overtime on days outside their regular
32 workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the
33 last shift before the overtime commences.

34
35 **Section 7.9.1.**

36 All hours worked in excess of the eight (8) hours per day and/or forty (40) hours per week shall
37 be compensated at the rate of one and one-half (1-1/2) times the employee's base pay.

38
39 **Section 7.9.2.**

40 All hours worked on Saturday, as defined herein, shall be compensated at the rate of one and
41 one-half (1-1/2) times the employee's base pay. All hours worked on Saturday in excess of the
42 employee's normal shift shall be compensated at a rate twice the employee's base pay.

43
44 **Section 7.9.3.**

45 All hours worked on Sunday, as defined herein, shall be compensated at the rate of twice the
46 employee's base pay. All hours worked on Sunday in excess of the employee's normal shift
47 shall be compensated at a rate of four (4) times the employee's base pay.

1 **Section 7.9.4.**

2 Employees called back on a regular workday, or called on Saturday or Sunday, shall receive no
3 less than two (2) hours pay at the appropriate rate, and if more than four (4) hours are worked
4 under such circumstances, the employee shall receive a minimum eight (8) hours pay and an
5 appropriate lunch period.
6

7 **Section 7.9.5.**

8 Current District employees will be given first option for temporary work considering there is no
9 conflict in work schedules or overtime involved, and they possess the necessary qualifications
10 to perform the duties of the position. Employees who want to be considered for temporary, fill-
11 in District office employment must give the District written notice. It is understood that the
12 temporary, fill-in employment will be at the discretion of the District and wages will be paid at
13 the prevailing job classification rate for the type of work performed.
14

15 **Section 7.9.5.1.**

16 When an employee is absent, and a substitute is needed by shifting current staff, the
17 following procedures will be utilized: During the first five (5) consecutive days of
18 absence, preference will be given by seniority first within the building then district wide.
19 After the first five (5) consecutive days, preference will be given by seniority district
20 wide. The reassignment must represent an increase in hours or an increase in pay rate for
21 the regular employee. (See Section 13.6 for training requirements).
22

23 **Section 7.9.6.**

24 In the event of inclement weather, or emergency situation, a decision may be made by the
25 Superintendent to modify the length of the student day. The arrival and dismissal of staff will
26 take into consideration staff members' safety. In the case of a late arrival, employees are
27 expected to arrive to work as close to their regular contracted day as is safely possible. In
28 every event, staff will stay on duty until all students have left the building. In addition,
29 procedures will be developed at the building level to maintain adequate staff coverage of
30 telephones, etc.
31

32 If the late arrival or early dismissal results in a loss of contracted time, such time will be made
33 up when students are required to make up snow days. If students are not required to make up
34 the time, employees will be given an opportunity to make up the time on an equivalent time
35 basis doing tasks that are approved by their principal/director or employees can deduct from
36 personal leave or sick leave. If the time is made up with work, the time will be tracked on a
37 district form and turned in to building AA1 by the end of the school year. If no other option
38 exists, the employee may take the time unpaid.
39

40 If flex time has been agreed upon and accrued, there can be a revision made to use it towards
41 make-up time if mutually agreed upon between the employee and supervisor.
42

43 All workers who are scheduled to start their work shift at 5:30 a.m. or before shall receive two
44 (2) hour call out pay provided they physically enter their school before the inclement weather
45 day decision is made and announced via the media.
46
47
48

1 **Section 7.10. Flex Time.**

2 An employee may request “Flex Time(s)” which means trading time(s) in one’s schedule to participate
3 in educational activities outside their normal workday. Such trades shall be mutually agreed on and
4 arranged by the employee and their supervisor/principal prior to trade times. This agreed upon time
5 must be outside student contact time. Flex time does not include the trading of hours between
6 employees. Flexed hours shall not be paid as overtime. The employee and the supervisor shall
7 determine the resolution of the request, providing for minimal program interruption. In addition, an
8 accounting system will be developed by the school district and implemented by the building or site
9 administrator.

10
11 **Section 7.11.**

12 On early release and late arrival days, paraeducators will work their regular hourly schedule unless
13 appropriately approved leave has been taken,
14
15
16

17 **ARTICLE VIII**

18 **HOLIDAYS AND VACATIONS**

19
20
21 **Section 8.1.**

22 All employees shall receive the following paid holidays that fall within their work year:
23

- | | | |
|----|---|---|
| 24 | 1. Labor Day | 7. New Year's Day |
| 25 | 2. Veterans' Day | * 8. The Day Before or After New Year’s Day |
| 26 | 3. Thanksgiving Day | actual day designated by Superintendent |
| 27 | * 4. The Day after Thanksgiving | 9. Martin Luther King Day |
| 28 | 5. Christmas Day | 10. Presidents’ Day |
| 29 | * 6. The day before or after Christmas | 11. Memorial Day |
| 30 | actual day designated by Superintendent | 12. Independence Day |

31
32 *These holidays apply only to annual employees.
33

34 **Section 8.1.1. Worked Holidays.**

35 Employees who are required to work on the above-described holidays shall receive the pay due
36 them for the holiday, plus twice their base rate for all hours worked on such holidays.
37

38 **Section 8.1.2. Holidays During Vacation.**

39 Should a holiday occur while an annual employee is on vacation, the employee shall be allowed
40 to take one extra day of vacation with pay in lieu of the holiday as such.
41

42 **Section 8.2. Vacations.**

43 Annual (2080 hours) twelve (12) month employees shall be entitled to a vacation on the following
44 basis:
45

- | | | |
|----|----------------|--|
| 46 | 0-5 Years | 10 Days Paid Vacation Per Year |
| 47 | 6-10 Years | 15 Days Paid Vacation Per Year |
| 48 | After 10 Years | 1 Additional Day Per Year to a maximum of twenty (20) days |

1 **Section 8.2.1.**

2 Employees covered by this Agreement who work less than annual employees shall be entitled
3 to paid vacation at their regular number of workday hours on the following basis:

4		
5	0-5 Years	1 Day Vacation Per 22.5 Days Worked
6	6-10 Years	1 Day Vacation Per 17 Days Worked
7	After 10 Years	1 Day Vacation Per 11 Days Worked
8		

9 **Section 8.2.2.**

10 Vacation dates shall be arranged to fit into the regular summer vacation period.
11
12
13

14 **ARTICLE IX**

15 **LEAVES**

16
17
18 **Section 9.1. Disability and Emergency Leave.**

19 Employees will receive twelve (12) days annual leave for illness, injury, and emergency leave.
20 Unused days shall accumulate to the extent allowed by law. Less than full-time (partial year or
21 fractional FTE) employees shall be allowed illness, injury, and emergency leave on a prorated basis.
22

23 **A. Disability Leave**

- 24
- 25 1. As a general rule, employees shall notify their immediate supervisor not later than one (1) hour
26 before their shift begins on the day on which they will be absent and no later than the close of
27 the workday preceding the date of their intended return to their duties.
- 28
- 29 2. The supervisor may, in the event he/she sees a pattern of regular, excessive, or unusual
30 absences, require a physician's certificate and proof of the disability causing the absence.
- 31
- 32 3. Illness or disabilities caused by, or contributed to by pregnancy, miscarriage, abortion,
33 childbirth, and recovery therefrom, are considered temporary disabilities and will be treated as
34 other personal illness or disability.
- 35
- 36 4. Employees wishing to take an extended leave for disability purposes may request a leave of
37 absence. Upon return from leave, the employee shall be placed in the position last held or a
38 similar position in the District.
- 39

40 **B. Emergency Leave**

- 41
- 42 1. Emergency leave shall be granted as defined in the following:
43
- 44 a) The problem must have been suddenly precipitated or must be of such a nature that
45 preplanning could not relieve the necessity for the absence.
- 46
- 47 b) The problem must be one of major importance and not a mere convenience.
- 48

1 c) Serious illness or accident in the immediate family.

2
3 2. Applications requesting consideration for an absence under Emergency Leave shall be made on
4 forms available in each school office and addressed to the Executive Director for Human
5 Resources. A completed form for Emergency Leave shall be submitted to the Executive
6 Director for Human Resources within five (5) working days after the return to duty. The
7 Executive Director for Human Resources shall notify the employee of the determination within
8 five (5) working days of receipt of the application. In the event of an emergency requiring
9 leave, the employee will inform the supervising principal or director prior to the leave
10 following the proper protocol. When possible, written notification will be completed prior to
11 the leave. If not, written notification will be completed within forty-eight hours (48) upon
12 returning from leave.

13
14 The application shall disclose the general purpose for the leave request in sufficient terms to
15 establish compliance with the criteria contained in Section B, 1a, 1b or 1c above. Requests that
16 meet said criteria shall be granted.

17
18 3. It is not the intent of this emergency leave provision to provide or expand upon or to add to
19 vacations, weekends, or other types of leaves because of transportation problems that
20 preplanning could reasonably have prevented.

21
22 4. Accrual

23
24 1. Employees who have accrued sick leave while employed by another public school district in the
25 State of Washington shall be given credit, upon verification, for such accrued sick leave upon
26 employment by the District.

27
28 **Section 9.2. Bereavement Leave.**

29 Each employee shall be entitled up to five (5) days leave with pay, with two (2) days with pay
30 additional on request for extended travel, for absence caused by death to an employee's child, step-
31 child, spouse, parent, substitute parent, grandparent, aunt, uncle, sibling, sibling-in-law, grandchildren,
32 or parent-in-law, or relative living in the employee's place of abode. Such bereavement leave shall not
33 be deducted from sick leave. Bereavement leave is non-cumulative. Any additional requested
34 bereavement leave will come out of the employee's sick/emergency leave and/or shared leave bank.

35
36 **Section 9.3. Maternity Leave.**

37 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at
38 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity
39 leave must return to work not later than one (1) year following the granting of the maternity leave.
40 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
41 in accordance with Section 9.1 above. Before returning to work, the employee must be certified by her
42 physician as ready and able to return. Compensation for maternity leave in accordance with Section
43 9.1 above shall not be granted until after the employee is certified by her physician as ready and able to
44 return to work.

45
46 **Section 9.4. Judicial Leave.**

47 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
48 as a co-defendant with the District, such employee shall receive a normal day's pay for each day of

1 required presence in court; provided, however, that any compensation received for such service shall
2 be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona
3 fide expenses. In the event that an employee is a party in a court action, such employee may request a
4 leave of absence.

5
6 **Section 9.5. Leave of Absence.**

7
8 **Section 9.5.1.**

9 Upon recommendation of the immediate supervisor through administrative channels to the
10 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
11 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
12 granted due to extended illness, one (1) additional year may be granted.

13
14 **Section 9.5.2.**

15 The returning employee will be assigned to the position occupied before the leave of absence.
16 Employees hired to fill positions of employees on leave of absence will be hired for a specific
17 period of time, during which they shall be subject to all provisions of this Agreement. It shall
18 be the responsibility of the employer to inform replacement employees of these provisions.

19
20 **Section 9.5.3.**

21 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
22 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
23 the employee is on leave of absence; provided, however, that if such leave is approved for
24 extended illness or injury, seniority shall accrue.

25
26 **Section 9.6. Personal Leave.**

27 Each employee shall be entitled to three (3) Personal Leave days annually, frontloaded and pro-rated
28 per FTE. An employee may carry over up to two (2) personal leave days per year but not to exceed
29 five (5) banked personal leave days per year. Such leave will not be used to engage in other
30 employment or commercial ventures. No explanation shall be requested by the District.

31
32 Employees should use the standard leave procedure. The employee is encouraged to submit the
33 request no fewer than three (3) working days in advance of the requested date.

34 The District will maintain a centralized system for tracking the availability and usage of each
35 employee's Personal Leave. Personal Leave usage shall be noted on each classified employee's pay
36 warrant. Employees are encouraged to access leave balances through employee access.

37
38 Personal Leave will be granted on a first come, first served basis, when a qualified substitute is
39 available to cover the absence of the employee. No more than twelve (12) PSE members will be
40 granted personal leave at any one time, however exceptions may be granted through Human Resources
41 if assurances that all positions have been covered.

42
43 Personal leave will not normally be granted during the first five (5) days and the last five (5) days of a
44 school year. Exceptions may be allowed for clearly stated reasons on a case by case basis. Written
45 requests for exception should be forwarded to Human Resources, and a written response will be
46 provided within five (5) workdays.

1 By June 30th of each school year, the employee may submit in writing to the Payroll department their
2 request to cash out up to three (3) unused personal leave days. Unused personal leave will be
3 compensated for each day at the sub rate on the July warrant.
4

5 **Section 9.7. Family Leave.**

6 Each employee shall be entitled to take Family Leave as it is outlined in the Ferndale School District
7 Family Leave Policy.
8
9
10

11 **ARTICLE X**

12 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
13
14

15 **Section 10.1.**

16 The seniority of an employee within the bargaining unit shall be established as of the date on which the
17 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
18 lost as hereinafter provided.
19

20 **Section 10.2.**

21 Each new hire shall remain in a probationary status for the first ninety (90) working days in the new
22 position. During this probationary period, the District may discharge such employee at its pleasure.
23

24 **Section 10.3.**

25 Upon completion of the probationary period, the employee will be subject to all rights and duties
26 contained in this Agreement retroactive to the hire date.
27

28 **Section 10.4.**

29 The seniority rights of an employee shall be lost for the following reasons:
30

- 31 A. Resignation;
- 32 B. Discharge for justifiable cause;
- 33 C. Retirement; or
- 34 D. Change in job classification within the bargaining unit, as hereinafter provided.
35

36 **Section 10.5.**

37 Seniority rights shall not be lost for the following reasons, without limitation:
38

- 39 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 40
- 41 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
42 States; or
- 43
- 44 C. Time spent on other authorized leaves.
45
46
47
48

1 **Section 10.6.**

2 Seniority rights shall be effective within the general job classification. As used in this Agreement,
3 general job classifications are: Classification 1 Paraeducator, Braille and Signer; Classification 2 -Food
4 Service.

5
6 **Section 10.7.**

7 The employee with the earliest hire date shall have preferential rights regarding shift selection,
8 vacation periods and extended services (including overtime). The employee with the earliest hire date
9 shall have preferential rights regarding promotions, assignment to new or open jobs or positions,
10 additional summer before or after school hours, and layoffs when ability and performance are
11 substantially equal with junior employees. If the District determines that seniority should not govern
12 because a junior employee possesses ability and performance substantially greater than a senior
13 employee or senior employees, the District shall set forth in writing to the employee or employees and
14 the Chapter President its reason why the senior employee or employees have been bypassed. A
15 bypassed employee may request to meet with a District representative to discuss specific reasons for
16 the bypass. The District will emphasize internal promotional and transfer opportunities and will, as a
17 general rule, promote and transfer employees from within the District. At the same time, the parties
18 recognize that in some instances it will best serve the educational program and support services of the
19 District to select an external applicant for a position. The preference for internal applicants
20 accordingly will not govern where the outside applicant possesses ability and performance greater than
21 current employee applicants.

22
23 **Section 10.8.**

24 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
25 previous classification for a period of one (1) year and their longevity (placement on Schedule A) shall
26 not be affected. Employees will acquire a new seniority date and a new classification.

27
28 **Section 10.9.**

29 The District shall publicize within the bargaining unit for five (5) working days the availability of open
30 positions, new positions, and positions within pilot programs as soon as possible after the District is
31 apprised of the opening. A copy of the job posting shall be forwarded to the President of the
32 Association and to all Building Representatives. The Association shall advise the District, and keep
33 current the names and home addresses of those employees designated as building representatives.

34
35 **Section 10.9.1. Reclassification.**

- 36
37 A. Employees who feel their position has changed from what they were originally hired to do
38 can request a reclassification of his/her position. The employee should put the request in
39 writing, outlining the reason(s) why the reclassification is warranted.
- 40
41 B. The request should be forwarded to Executive Director for Human Resources, with a copy
42 to the employee's principal. A copy should also be provided to the PSE president.
- 43
44 C. The Executive Director for Human Resources will review the request and speak to the
45 employee's principal regarding the nature of the request. The Executive Director for
46 Human Resources will make a decision within forty-five (45) calendar days of receipt of
47 the request. The decision will be put in writing, with a copy to the employee, principal, and
48 SE President.

1 D. If reclassification is denied, the employee may appeal the decision of the Executive
2 Director for Human Resources in writing to the Superintendent. The decision of the
3 Superintendent is final and binding.
4

5 E. If the reclassification is approved, the Executive Director for Human Resources will notify
6 the employee in writing and will indicate the implementation date for the revised salary
7 schedule placement.
8

9 **Section 10.10.**

10 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by
11 the District according to seniority. Such employees are to have priority in filling an opening in the
12 classification held immediately prior to layoff. Names shall remain on the re-employment list for two
13 (2) years.
14

15 In the event the position an employee is currently holding is eliminated, the employee has the right via
16 seniority to bump another employee in the same classification throughout the district provided that the
17 employee possesses the ability necessary to perform the new position.
18

19 **Section 10.11.**

20 Employees on layoff status shall file their addresses in writing with the personnel office of the District
21 and shall thereafter promptly advise the District in writing of any change of address.
22

23 **Section 10.12.**

24 An employee shall forfeit rights to re-employment as provided in Section 10.10 if the employee does
25 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
26 re-employment within fifteen (15) calendar days.
27

28 **Section 10.13.**

29 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
30 accrued benefits; provided that such employee is offered a position substantially equal (within 75% of
31 the hours held in the classification) prior to layoff.
32
33
34

35 **ARTICLE XI**

36 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

37
38
39 **Section 11.1.**

40 The District shall have the right to counsel or discharge an employee for justifiable cause. The issue of
41 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If
42 the District has reason to reprimand an employee, it shall be done in a manner which will not
43 embarrass the employee before other employees or the public.
44

45 **Section 11.1.1.**

46 The Association shall be notified by the District of written disciplinary action(s) against an
47 employee.
48

1 **Section 11.2. Notification to Non-Annual Employees.**

2 This section is intended to be applicable to those employees whose duties necessarily imply less than
3 twelve (12) months (excluding vacations) work per year.
4

5 **Section 11.2.1.**

6 Should the District decide to discharge any non-annual employee, the employee shall be so
7 notified in writing prior to the expiration of the school year.
8

9 **Section 11.2.2.**

10 Nothing contained herein shall be construed to prevent the District from discharging an
11 employee for acts of misconduct occurring after the expiration of the school year.
12

13 **Section 11.2.3.**

14 Nothing contained in this section shall in any regard limit the operation of other sections of this
15 Article.
16

17 **Section 11.3.**

18 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
19 employees two (2) calendar weeks notice of intention to discharge.
20
21
22

23 **ARTICLE XII**

24 **INSURANCE AND RETIREMENT**

25
26
27 **Section 12.1. School Employee Benefits Board (SEBB).**

28 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
29 plans, follow employee eligibility rules and provide funding for all bargaining unit members and their
30 dependents as required by State law, the State Operating Budget and the School Employees' Benefits'
31 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
32 employees. The employer agrees to provide timely information about SEBB insurance plans to
33 eligible employees.
34

35 **Section 12.1.1. Duration of Premium Payment.**

36 Premium payments shall be for twelve (12) months per year.
37

38 **Section 12.2.**

39 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six
40 hundred and thirty (630) hours or more per school year.
41

42 **Section 12.3.**

43 Since State law and SEBB do not provide these optional insurance plans, the employer agrees to
44 provide all eligible employees access to VEBA (Voluntary Employees Benefits Association.)
45

46 **Section 12.4.**

47 The District shall provide tort liability coverage for all employees subject to this Agreement.
48

1 **Section 12.5.**

2 The District shall make required contributions for State Industrial Insurance on behalf of all employees
3 subject to this Agreement.
4

5 **Section 12.6.**

6 The District shall comply with the requirements of the Washington State Public Employees'
7 Retirement System.
8

9 **Section 12.7.**

10 All employees subject to this Agreement shall be entitled to participate in tax shelter annuity plan(s)
11 sponsored by the District. On receipt of a written authorization by an employee, the District shall
12 make the requisite withholding adjustments, and deductions from the employee's salary.
13
14
15

16 **ARTICLE XIII**
17
18 **VOCATIONAL TRAINING**
19

20 **Section 13.1.**

21 Employees attending training courses required by State regulation or District policy as a condition of
22 continued employment will be paid by the School District, at the employee's appropriate hourly rate of
23 pay for all time in attendance, plus any fee, tuition, or transportation costs.
24

25 **Section 13.1.1.**

26 Employees will complete the required on-line training annually prior to November 1st. Each
27 employee will be paid two (2) hours at their hourly rate for completion of this training, if it is
28 completed outside of the employee's scheduled work time. (This is agreed to be the annual Safe
29 Schools Training.) If the on-line training time required changes by thirty (30) minutes or more,
30 this item will be discussed further in labor management and agreements recorded in an MOU.
31

32 **Section 13.2.**

33 Employees attending training courses or seminars requested by the employee and approved by the
34 District will suffer no loss of regular salary, if the course requires them to attend on their regular
35 school employment time, but no salary payment will be made for any time an employee would not
36 have regularly worked; however, expenses incurred for transportation and/or training course fees and
37 tuition will be paid by the School District.
38

39 **Section 13.3.**

40 Transportation must be cleared with the School District management so as to pool rides as much as
41 possible. Paid transportation expense allowed will be for the lesser of: (A) Normal and reasonable
42 expenses from the District Administrative Office to the training location and return, or (B) Normal and
43 reasonable expenses from the employee's principal residence to the training location and return.
44

45 **Section 13.4.**

46 The District shall cause funds to be available for expenses and materials to establish courses of study
47 within the confines of the District that would be of mutual benefit to the employee and the District.
48

1 **Section 13.5.**

2 Representatives of the Association may be granted time with compensation to attend workshops or
3 seminars when the request is approved by the District.

4
5 **Section 13.6.**

6 Current staff interested in training for another position shall submit a letter of interest to their
7 supervisor within the first thirty (30) working days of each semester to receive such training.

8
9 **Section 13.7. Training Fund.**

10 During the life of this Agreement, the District will make available \$5,000 annually to be available for
11 employees, upon request, who wish to enhance their skills in their current position or who wish
12 training in areas which conform to District adopted goals.

13
14 Employees may apply through a training request form to receive funds to pay for tuition, travel
15 expenses, and materials required for attendance.

16
17 Such requests shall be approved by the unanimous consent of a committee consisting of two (2)
18 persons appointed by the District and two (2) persons appointed by PSE.

19
20 **PSE Training Fund Procedures**

- 21
22 1. Use District’s Travel Request Forms signed by fund manager and one PSE oversight
23 Committee member.
- 24
25 2. Oversight Committee to meet as needed.
- 26
27 3. If a workshop or training requires travel, travel shall be funded by the District in accordance
28 with District policies and procedures for travel.
- 29
30 4. The fund will pay for workshops for members on first-requested-first awarded basis until it is
31 depleted for the year.

32
33
34
35 **ARTICLE XIV**

36
37 **ASSOCIATION MEMBERSHIP AND CHECK-OFF**

38
39 **Section 14.1.**

40 All employees subject to this agreement may choose to join the Association. The parties agree that
41 neither will discriminate, retaliate, coerce or interfere with any employee in that process.

42
43 **Section 14.2. Check-off.**

44 Public School Employees of Washington (PSE) will be the custodian of records related to dues
45 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
46 accuracy and safe-keeping of those records. The parties further agree PSE will establish the procedure
47 that clearly outlines the membership process, which will be provided to the District within the first
48 thirty (30) workdays of each school year. The District shall deduct PSE dues, Association dues,

1 assessments, or service charges from the pay of any employee who authorizes such deductions
2 pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of
3 Public School Employees of Washington except for Association dues, which shall be transmitted to the
4 Association Treasurer, on a monthly basis. The employee may revoke the request at any time. The
5 Association will notify employees at least annually of the conditions under which they may revoke
6 their dues authorization.

7
8 **Section 14.3. Political Action Committee.**

9 The District will, upon receipt of a written authorization form that conforms to legal requirements,
10 deduct from the pay of each bargaining unit employee, the amount of contribution the employee
11 voluntarily chooses for deductions for political purposes and will transmit the same to the Union on a
12 check separate from the Union dues transmittal check. Section 14.2. of the Collective Bargaining
13 Agreement will apply to these deductions. The employee may revoke the request at any time. At least
14 annually, the employee will be notified about the right to revoke the request by the Association.

15
16
17
18 **ARTICLE XV**

19
20 **GRIEVANCE PROCEDURE**

21
22 A. **Purpose:** The purpose of this procedure is to provide an orderly method of resolving grievances. A
23 determined effort shall be made to settle any such differences at the lowest possible level in the
24 grievance procedure. Meetings or discussions involving grievances or these procedures shall not
25 interfere with regular duties.

26
27 B. **Definitions:**

- 28
29 1. **Grievant:** A grievant is an employee or, in the case of the Association's contractual rights,
30 the Association.
31
32 2. **Grievance:** A grievance is defined as a dispute involving the interpretation or application
33 of the specific terms of this Agreement.
34
35 3. **Days:** Days in this procedure are school days except after the school year, where they are
36 to be calendar days.

37
38 C. **Timelines:** Grievances shall be processed in the following manner and within the stated time
39 limits. Time limits provided in this procedure may be extended only by mutual written agreement.

40
41 Failure on the part of the District at any step of this procedure to communicate the decision on a
42 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an
43 appeal at the next step of this procedure.

44
45 Failure of the grievant (employee or Association) to present or proceed with a grievance within the
46 specified or mutually extended time limits will render the grievance waived.
47
48

1 D. Representation: The grievant may waive the Association’s involvement in the procedures at any
2 step. If the grievant elects not to have Association representation, the Association shall have the
3 opportunity to be present at the adjustment of the grievance and to make its views known or shall
4 receive the same written responses provided to the grievant.

5
6 E. Process:

7
8 Step 1. Informal Level – Informal Submission of Grievance to Supervisor.

9 Within twenty (20) working days following the occurrence of the event giving rise to the
10 grievance, or twenty (20) working days after the event is known or reasonably should have been
11 known, the employee shall attempt to resolve the grievance informally with the immediate
12 supervisor. In presenting the grievance, the employee may elect to be accompanied by a
13 representative of the Association. The immediate supervisor shall respond informally within ten
14 (10) working days of the employee’s presentation.

15
16 Step 2. Formal Level - Written Submission of Grievance to Supervisor.

17 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
18 shall submit it to the immediate supervisor within ten (10) working days after receipt of the
19 informal response. The written grievance shall contain:

- 20
21 a. A clear and concise statement of the alleged grievance including the facts upon which the
22 grievance is based;
23
24 b. Reference to the specific terms of the agreement which have been allegedly violated;
25
26 c. Issues involved; and
27
28 d. Remedy sought.

29
30 In presenting the grievance, the employee may elect to be accompanied by a representative of the
31 Association. The immediate supervisor will inform the employee and the Association in writing
32 of the disposition of the grievance within ten (10) working days of the presentation of the written
33 grievance.

34
35 Step 3 Superintendent Level – Written Submission of Grievance to the Superintendent.

- 36
37 a. Individual Grievance: If the grievance is not settled at Step 2 and the employee wishes to
38 pursue the grievance to Step 3, and the Association believes the grievance to be valid, the
39 employee must file the grievance in writing within ten (10) working days after receipt of
40 the immediate supervisor’s written response in Step 2. above. The superintendent or
41 his/her representative will review the grievance with the parties involved and provide a
42 written statement of the disposition to the employee with a written copy to the Association,
43 within ten (10) working days of receipt of the grievance.
44
45 b. Association Grievances: A grievance which the Association may have against the District,
46 limited as aforesaid to matters dealing with the interpretation or application of terms of this
47 Agreement relating to Association’s rights, shall be commenced by filing in writing (in the
48 format of Step 2, above) with the superintendent. Such filing shall be within twenty (20)

1 working days following the occurrence of the event giving rise to the grievance or twenty
2 working (20) days after the event is known or reasonably should have been known. The
3 superintendent or his/her representative and the Association will have ten (10) days from
4 the receipt of the grievance to resolve it.

5
6 Step 4. Arbitration. – If no settlement is reached in Step 3, the Association may request that the
7 matter be submitted to an arbiter as hereinafter provided:

- 8
9 a. Written notice of a request for arbitration shall be made to the superintendent within ten
10 (10) working days of receipt of the disposition letter at Step 3.
- 11
12 b. Arbitration shall be limited to issues(s) involving the interpretation or application of
13 specific terms of this Agreement.
- 14
15 c. When a timely request has been made for arbitration, the parties shall attempt to select an
16 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to
17 an arbiter within ten (10) working days after submission of the written request for
18 arbitration, the provisions of paragraph (d) below, shall apply to the selection of an arbiter.
- 19
20 d. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties
21 shall jointly request the American Arbitration Association to submit a panel of nine (9)
22 arbiters. Such a request shall state the issue of the case and ask that the nominees be
23 qualified to handle the type of case involved. When notification of the names of the nine
24 (9) arbiters is received, the parties shall each independently strike from the list those
25 unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The
26 parties shall then meet and compare their lists. From among the mutually acceptable
27 arbiters, the one with the lowest combined preference number shall be the arbiter. In the
28 event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the
29 event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have
30 the right to strike a name from the panel until only one (1) name remains. The remaining
31 person shall be the arbiter. The right to strike the first name from the panel shall be
32 determined by lot.

33
34 In the event either party is dissatisfied with the credentials of the arbiters whose names are on the
35 first panel offered by the American Arbitration Association, such party can summarily reject that
36 panel and insist on a second panel. Selection must be made from the second panel.

- 37
38 e. Arbitration proceedings shall be in accordance with the following:
- 39
40 1. The arbiter, once appointed, will inform the parties as to the procedures which will be
41 followed.
- 42
43 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and
44 shall be empowered to request, through subpoena if necessary, such data and
45 testimony as the arbiter deems pertinent to the grievance and shall render a decision in
46 writing to both parties within thirty (30) calendar days, unless mutually extended, of
47 the closing of the record.
- 48

- 1 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
2 presented for arbitration which decision shall be final and binding on both parties.
3
- 4 4. The arbiter shall rule only on the basis of information presented in the hearing and
5 shall refuse to receive any information after the hearing except by mutual agreement.
6
- 7 5. Each party to the proceedings may call such witnesses as may be necessary in the
8 order in which their testimony is to be heard. Such testimony shall be limited to the
9 matters set forth in the written statement of grievance.
10

11 The arguments of the parties may be supported by oral comment and rebuttal. Either
12 or both parties may submit written briefs within a time period mutually agreed upon.
13 Such arguments of the parties, whether oral or written, shall be confined to and
14 directed at the matters set forth in the grievance.
15

- 16 6. Each party shall pay any compensation and expenses relating to its own witnesses or
17 representatives.
18
 - 19 7. The arbiter shall specify in the award that the District or Association, whichever is
20 ruled against by the arbiter, shall pay the compensation of the arbiter including
21 necessary expenses.
22
 - 23 8. The total cost of the stenographic record, if requested, will be paid by the party
24 requesting it. If the other party also requests a copy, that party will pay one-half (1/2)
25 of the stenographic cost.
26
- 27 f. Binding Effect of Award: All decisions arrived at under the provisions of this article by
28 the representatives of the District and the union at Steps 1, 2, and 3, or by the arbiter, shall
29 be final and binding upon both parties, provided, however, that in arriving at such
30 decisions neither of the parties nor the arbiter shall have the authority to alter this
31 Agreement in whole or in part.
32
- 33 g. Limits of the Arbiter: The arbiter cannot order the District to take action contrary to law.
34
- 35 h. No Duty to Maintain Status Quo: The District has no duty to maintain the status quo or to
36 restore the status quo pending arbitration. But if return to the status quo is ordered by the
37 arbiter, the return shall be affected as per the arbiter's award.
38
- 39 i. Freedom from Reprisal: There will be no reprisal against the grievant or others as a result
40 of his/her participation in this process.
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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Pay Summary Information.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Prior to the first pay period, PSE members will receive a statement outlining their weekly work hours and hourly wage.

Section 16.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 16.3.

Salaries contained in the appropriate Schedule A shall be for the entire term of this Agreement subject to Article XVII, Section 17.3 of this Agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.4.

When an adjustment is due to an employee's pay for a new collective bargaining settlement, the District will pay the adjustment prorated across the remainder of the contract year.

Section 16.5.

Each employee shall receive his/her salary in twelve (12) equal payments.

Section 16.6.

Any employee who changes job positions within a classification shall receive full longevity credit regarding the appropriate level placement on Schedule A.

Section 16.7.

Any employee required to travel from one site to another in a private vehicle shall be reimbursed on a per-mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense, or the District approved rate, if higher.

Section 16.8.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 16.9. Attendance Incentive Program.

- A. **Annual Conversion of Accumulated Sick Leave.** Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.

1 B. Conversion of Sick Leave Upon Retirement or Death. Any employee who hereafter shall retire
2 or who shall die while employed by the District may elect (personally or by his/her personal
3 representative, as appropriate) to convert accumulated, unused sick leave days to monetary
4 compensation at the rate of 25% of the employee's full-time daily rate of compensation at the
5 time of termination from employment for each full day of eligible sick leave. Any such
6 conversion of sick leave upon retirement or death shall be subject to the terms and limitations
7 of law.

8
9 B. Conversion of Sick Leave Upon Separation. An employee who is at least age fifty-five, has ten
10 years of service in the retirement system, and is a member of either the teachers' or school
11 employees' retirement system plan 3, or is at least fifty-five, has at least fifteen years of service
12 in the retirement system and is a member of either the teachers' or school employees'
13 retirement system plan 2 may cash-out all accumulated sick leave at the rate of one day's
14 monetary compensation for every four days of leave at the time of separation from
15 employment.

16
17 **Section 16.10.**

18 Newly hired employees shall be credited with two (2) years of longevity credit for the purpose of
19 placement on the salary schedule upon demonstration that they have completed a four (4) year degree.
20 Newly hired employees shall be credited with one (1) year of longevity credit for the purpose of
21 placement on the salary schedule upon demonstration that they have completed a two (2) year degree.

22
23 Incumbent employees shall be credited with two (2) years of longevity credit for the purpose of
24 placement on the salary schedule upon demonstration that they have completed a four (4) year degree.
25 Incumbent employees shall be credited with one (1) year of longevity credit for the purpose of
26 placement on the salary schedule upon demonstration that they have completed a two (2) year degree.

27
28 **Section 16.11. Early Notification of Resignation or Retirement.**

29 Classified employees who will have completed a minimum of eight (8) years of classified employment
30 in the Ferndale School will be allowed a payment two hundred and fifty dollars (\$250) for early
31 notification of planned resignation. The employee must submit a letter of resignation to the
32 appropriate district administrator by the first Friday after winter break during or after the eighth year of
33 employment stating the intent to retire or resign effective June 30th of the same year. The lump sum
34 two hundred and fifty-dollar (\$250) payment will be processed no later than July 31st of that year. If
35 the employee submits a letter of resignation by the first Friday after spring break of that same year,
36 they will be eligible for a reduced, one hundred twenty-five dollars (\$125) lump sum payment.

37
38 The purpose of this grant is to enlist the assistance of employees in providing for an orderly transition
39 from one school year to the next. In return for this grant, employees are requested to leave their work
40 area and equipment in good order and to provide the replacement employees with inventories and
41 information necessary for them to assume the duties of their new assignments. Employees may also be
42 asked to participate in an exist conference with the person who will be filling the position (or
43 supervisor if position is not filled prior to June 30). These responsibilities shall be completed by June
44 30th of the current school year.

45
46 Compensation under this section shall be for the termination of employees contract rights and shall not
47 be included for the purpose of computing a retirement allowance under the public retirement system in
48 this state as specified in RCW 28A.400.220(2)e.

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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement shall be from September 1, 2019 through August 31, 2022.

Section 17.1.1.

Effective September 1, 2019, wages for all positions will be as reflected on Schedule A. Each year of the agreement (including 2019-2020) the District and Association shall conduct a wage study of all positions within Ferndale PSE, comparing to like positions in Whatcom County School Districts (Bellingham, Blaine, Lynden, Meridian, Mount Baker, and Nooksack Valley). For School Districts with multiple grades of Paraeducator, the comparator would be an average of the starting wage for the following positions:

- Bellingham – Paraeducators Class C, E, and F
- Blaine – Student Supervision and Specialized Associate
- Lynden – Paraeducators 1, 2, and 3
- Nooksack Valley – Paraeducators 1 and 2

This study shall be conducted once all applicable units have settled on agreed wage schedules covering the contract year. This process shall be repeated in years two and three of this agreement.

Using this wage study:

- Increase all positions at Step 1 to the mean wage at Step 1 identified in the above agreed upon districts after settlement
- Positions above the average will remain at their current rate (after 2% or IPD for the year is added)
- Maintain a differential of 4.5% between each step.
- Make all changes effective September 1st of the contract year.

Effective September 1st, 2020, the wage for all positions on Schedule A shall be increased by the IPD plus an additional 2%, and the wage study shall be conducted and applied as described above.

Effective September 1st, 2021, the wage for all positions on Schedule A shall be increased by the IPD, and the wage study shall be conducted and applied as described above.

Section 17.1.2.

During the 2019-2020, 2020-2021, and 2021-2022 school years, each employee shall receive twelve (12) hours of Professional Development time.

Section 17.2.

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

1 **Section 17.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing. In addition, this agreement shall be reopened as necessary to consider the impact of
4 any legislation enacted which occurs following execution of this agreement. Either party may demand
5 the contract be reopened when legislation enacted affects the terms and conditions herein or create
6 authority to alter personnel practices in public employment.
7

8 **Section 17.3.1.**

9 The parties agree to reopen the agreement for the purpose of negotiating compensation for
10 completing specialized and advanced certifications through the Washington State Paraeducator
11 Certificate Program.
12

13 **Section 17.4.**

14 If any provision of this Agreement or the application of any such provision is held invalid, the
15 remainder of this Agreement shall not be affected thereby.
16

17 **Section 17.5.**

18 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
19 State or Federal statutes or regulations promulgated pursuant thereto.
20

21 **Section 17.6.**

22 In the event either of the two (2) previous sections is determined to apply to any provision of this
23 Agreement, such provision shall be renegotiated pursuant to Section 17.3.
24

25 **Section 17.7.**

26 If a double levy loss occurs or five (5) percent or more of state revenue is lost, all economic provisions
27 of this agreement shall be reopened for thirty (30) calendar days.
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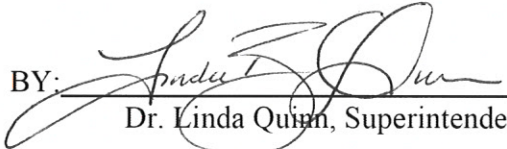
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF FERNDAL #809

FERNDAL SCHOOL DISTRICT #502

BY: 
Michele Barmore, Chapter President

BY: 
Dr. Linda Quinn, Superintendent

DATE: 10/8/19

DATE: 10/15/19

SCHEDULE A
 FERNDALE SCHOOL DISTRICT #502
 September 1, 2019 – August 31, 2020

Step Date- Beginning the 2019-2020 contract year, employees hired before February 1 of a school year will be deemed to have earned one year of service on the step scale.

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<u>Years of Experience</u>	<u>0-1 Years</u>	<u>2-5 Years</u>	<u>6-10 Years</u>	<u>11-15 Years</u>	<u>16-20 Years</u>	<u>21-24 Years</u>	<u>25+ Years</u>
Step	1	2	3	4	5	6	7
<u>Position</u>							
Paraeducator	\$17.75	\$18.55	\$19.38	\$20.25	\$21.17	\$22.12	\$23.12
Food Service Worker	\$16.26	\$16.99	\$17.75	\$18.55	\$19.38	\$20.25	\$21.16
Head FSW	\$18.09	\$18.90	\$19.75	\$20.64	\$21.57	\$22.54	\$23.55
Cook/Baker/FSW	\$18.38	\$19.21	\$20.07	\$20.97	\$21.91	\$22.90	\$23.93
Kitchen Manager	\$19.35	\$20.22	\$21.13	\$22.08	\$23.07	\$24.11	\$25.19
Braile/Sign Language Interpreter	\$25.57	\$26.72	\$27.92	\$29.18	\$30.49	\$31.86	\$33.29

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3 **LETTER OF AGREEMENT**

4 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
5 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, FERNDAL PUBLIC
6 SCHOOL EMPLOYEES OF WASHINGTON, AND THE FERNDAL SCHOOL DISTRICT #502.
7 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3. OF
8 THE COLLECTIVE BARGAINING AGREEMENT.

9
10
11 The District and Association agree to the following modification to the collective bargaining
12 agreement.

13
14 Members of the Association who leave service in the District in good standing, with ten (10) or more
15 years' experience, including transfer credit, and who are employed in substitute capacity for a like
16 classified position shall be paid at the same Step on Schedule A as was held by them at the time of
17 separation from the District.

18
19 This agreement will take effect September 1, 2019, shall remain in effect until August 31, 2022, at
20 which time upon agreement of both parties this LOA will be renewed, and shall be attached to the
21 current Collective Bargaining Agreement.

22
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25 PUBLIC SCHOOL EMPLOYEES
26 OF WASHINGTON/SEIU LOCAL 1948

27
28 PUBLIC SCHOOL EMPLOYEES OF
29 FERNDAL #809

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FERNDAL SCHOOL DISTRICT #502

BY: Michele Barmore
Michele Barmore, Chapter President

BY: Dr. Linda Quinn
Dr. Linda Quinn, Superintendent

DATE: 10/8/19

DATE: 10/08/19