

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
NORTH FRANKLIN SCHOOL DISTRICT #J51-162**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
NORTH FRANKLIN**

**SEPTEMBER 1, 2021 - AUGUST 31, 2024**



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# DECLARATION OF PRINCIPLES

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the District and its employees by providing a uniform basis for implementing the rights of employees and the District. The parties agree to bargain collectively consistent with RCW 41.56, the Public Employees Bargaining Act. District officials and employees shall at all times conduct themselves with dignity and respect for one another.

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2., and the Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Educational Assistant, Transportation, Mechanic, Custodial, Secretarial, Food Service, Maintenance, Computer Network Specialist, and Accounting Specialist.

#### **Section 1.3.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). Additionally, excluded are as follows: Supervisors of Maintenance, Transportation, Custodial and Food Service and temporary and substitute employees who have worked less than thirty (30) cumulative days in any school year.

Bargaining unit temporary and substitute employees shall be entitled to only the following provisions of the contract and no others: Schedule A, Step I.

#### **Section 1.4. Definitions.**

- A. Full-time Classified Employee:** Is one who works on a twelve (12) month per year schedule.
- B. Regular Classified Employee:** Is one who fills a position requiring from nine (9) months up to but less than twelve (12) months service per year.
- C. Temporary Classified Employee:** Is one who is not a substitute and is employed in a bargaining unit position for less than ninety (90) consecutive days, in any school year; or in a position projected to accumulate less than ninety (90) workdays in any school year. Short-term lay off will not be used to circumvent this provision.

1 **D. Substitute Classified Employee:** Is one who is employed sporadically to fill a position of a  
2 full-time, regular, or temporary classified employee in an existing position. The substitute  
3 employee would not receive benefits.  
4

5 Notwithstanding Subsection 1.3., substitutes who work ninety (90) workdays or more in a  
6 school year shall be entitled to an additional twenty-five (\$0.25) cents per hours added to Step I  
7 when they are reemployed the next school year. If the Substitute does not work ninety (90)  
8 workdays in the school year, he/she will begin at Step I upon being reemployed the following  
9 year. The returning substitute will be required to notify the District of their eligibility under this  
10 Section.  
11

12 **E. Replacement Employee:** Is an employee that may be hired to cover an approved leave of  
13 absence of a known duration, which is greater than ninety (90) calendar days but does not  
14 exceed one (1) year.  
15

16 Regular employees may bid on these positions in accordance with Section 10.7. If the position  
17 is an increase in wages, hours or both. The replacement employee retains the right to return to  
18 his/her former position at the conclusion of the leave of absence. If a regular employee fills this  
19 position, his/her position will not be posted but will be filled by a substitute for the duration;  
20 the choice to utilize a substitute shall be at the discretion of the District. This provision does not  
21 apply to the Transportation Department.  
22

### 23 **Section 1.5. Position Descriptions.**

24 The District will have on file, and will make available to the Association upon request, complete job  
25 descriptions for all employees subject to this Agreement. Employees will be furnished a copy of their  
26 position description upon request.  
27

### 28 **Section 1.6. New or Modified Positions.**

29 The District shall consult with the Association prior to the creation of new positions, or the  
30 modifications of existing position descriptions. Proposed adjustments in wages, resulting from the  
31 creation or modification of positions, shall be negotiated prior to implementation.  
32  
33  
34

## 35 **ARTICLE II**

### 36 **RIGHTS OF THE EMPLOYER**

#### 37 **Section 2.1.**

38 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
39 vested in management officials of the District. Included in these rights in accordance with applicable  
40 laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and  
41 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action  
42 against employees; and the right to release employees from duties because of lack of work or for other  
43 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by  
44 determining the methods, the means, and the personnel by which such operation is conducted.  
45  
46  
47

1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
3 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
4 matters of working conditions, the District shall give due regard and consideration to the rights of the  
5 Association and the employees and to the obligations imposed by this Agreement. Each department  
6 shall have the discretion to establish reasonable standards for dress/attire based on safety, security,  
7 and/or staff identification recognizing its obligation to bargain impacts or effects of such standards on  
8 employee working conditions.  
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11

12 **ARTICLE III**

13  
14 **RIGHTS OF EMPLOYEES**  
15

16 **Section 3.1.**

17 It is agreed that the employees in the units defined herein shall have and shall be protected in the  
18 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association in  
19 its exercise of lawful and legal responsibilities. The freedom of such employees to assist the  
20 Association shall be recognized as extending to participation in the management of the Association,  
21 including presentation of the views of the Association to the Board of Directors of the District or any  
22 other governmental body, group or individual. The District shall refrain from any such action that  
23 would cause interference, restraint, coercion or discrimination within the District or to encourage or  
24 discourage membership in any employee organization.  
25

26 **Section 3.2.**

27 Each employee shall have the right to bring matters of personal concern concerning articles of this  
28 Agreement to the attention of appropriate Association representatives and/or appropriate officials of  
29 the District. For matters raised with the District, the District may in its discretion, request prior notice  
30 and an opportunity to schedule a meeting at a mutually convenient time.  
31

32 **Section 3.3.**

33 Employees of the units subject to this Agreement have the right to have Association representatives or  
34 other persons present at discussions between themselves and supervisors or other representatives of the  
35 District as hereinafter provided.  
36

37 **Section 3.4.**

38 Neither the District, nor the Association, shall discriminate against any employee subject to this  
39 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged  
40 veteran or military status, sexual orientation including gender expression or identity, the presence of  
41 any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a  
42 person with a disability with respect to a position, the duties of which may be performed efficiently by  
43 an individual without danger to the health or safety of the employee or others.  
44

45 **Section 3.5. Personnel File.**

46 There shall only be one (1) official personnel file for each employee, to be kept in the District  
47 Administration Office. Each employee shall have the right to review the contents of his/her personnel  
48 file upon request. During the review, an official or representative of the union may accompany the

employee. The employee may initial, date, and photocopy the contents of his/her file. Each employee shall be provided a copy of any document placed in his/her personnel file within ten (10) calendar days. The employee may attach comments to any document in the file. Medical information shall be kept in a separate file.

In ordinary circumstances, derogatory materials other than evaluations may be removed from the employee's file at his/her request after three (3) years, provided no incidents of similar nature have occurred. However, the Superintendent may decline the request for good cause.

### **Section 3.6. Anti-Bullying.**

Board Policy 3207 prohibits bullying in the workplace. If an employee feels he or she is being bullied, the employee has a right to file a complaint with the District, on a form available on the District website and at the District office. The District will take action on such complaints, consistent with Board Policy 3207.

### **Section 3.7.**

The District shall support any employee in seeking legal redress for violations of the law committed by students, or members of the public who verbally or physically abused that employee while he/she is performing contracted duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the County Prosecutor for purposes of prosecuting the case. The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

### **Section 3.8. Safe Working Environment.**

In the event the employee is assigned to a position where in his/her physical safety is in jeopardy due to documented student behavioral issues, the district will take reasonable steps to reduce the risk of injury.

## **ARTICLE IV**

### **RIGHTS OF THE ASSOCIATION**

#### **Section 4.1.**

The Association has the right and responsibility to represent the interests of all employees in the unit to groups or groups composing the Association; 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 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 group or groups composing the Association.

#### **Section 4.2.**

Names of employees in the respective group or groups composing the Association will be provided annually or as a new employee is hired or released to the President of the Association. The District, as part of the general orientation of each new employee within the group or groups composing the Association subject to this Agreement, shall provide such employee with a copy of this Agreement.

1 The District shall provide the PSE representative no less than thirty (30) minutes to make a  
2 presentation at any general orientation meeting. District representatives shall not be present during the  
3 Association presentation. In case there is no meeting the District shall provide the Association a paid  
4 thirty (30) minute meeting for all new hires during the bargaining unit employees' work time within  
5 two (2) weeks of their start date. The President of the Association or designee shall be granted paid  
6 release time to conduct this meeting.

7  
8 **Section 4.2.1.**

9 The District will notify PSE of Washington and the Chapter President electronically of all new  
10 hires. Information provided will include: name, position, location, phone number, home  
11 address, email address, and hire date. The District will supply an electronic file listing of all  
12 bargaining unit employees with the above-listed information to PSE of Washington/SEIU  
13 Local 1948 upon request, provided that such lists are not requested more than four (4) times  
14 each calendar year.

15  
16 **Section 4.3.**

17 The President of the Association and his/her designated representatives will be provided time off  
18 without loss of pay to a maximum of thirty-two (32) hours per year to attend regional or state meetings  
19 when the purpose of those meetings is in the best interests of the District as determined by the District  
20 Administration.

21  
22 **Section 4.4.**

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

26  
27 **Section 4.5.**

28 The Association will be provided, upon request, a copy of the most current S-275, and/or other District  
29 or SPI generated documents, as appropriate. The Association may be charged for reasonable  
30 expenditures of time and resources necessary to comply with this section.

31  
32 **Section 4.6.**

33 Representatives of the Association, upon making their presence and purpose known to the District,  
34 shall have access to the District premise during business hours, provided, that no conferences or  
35 meetings between employees and Association representatives will in any way hamper or obstruct the  
36 normal flow of work and normal operation of the District.

37  
38 **Section 4.7.**

39 The District will provide the Association with advance notice and the opportunity to bargain proposed  
40 changes in policies, which may affect wages, hours or other terms and conditions of employment.  
41 Policies concerning drug/alcohol testing, and fingerprinting are in effect and agreed to by the parties.

42  
43 **Section 4.8.**

44 The District will involve PSE in the development of the school calendar by including the Association  
45 President, or designee(s) in the meeting(s) with the North Franklin Education Association at which the  
46 school calendar is developed.

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## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

The parties have an obligation to bargain in good faith as directed by State Law.

#### **Section 5.2.**

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures directly related to work assignments of positions within the unit.

#### **Section 5.3.**

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

#### **Section 5.4.**

In the event of anticipated layoff of classified employees in the bargaining unit subject to this Agreement, the District will consult with the Association concerning the implementation of the reduction in the work force. The parties recognize that the impact of any layoff is a mandatory topic of bargaining.

## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1. Labor Management Committee.**

The Association will designate a Labor Management Committee of two (2) that will meet with the Superintendent of the District and his/her designated representatives at the request of either party to discuss appropriate matters; others may attend without compensation; provided, however, that when the Association's agenda for a specific meeting includes an issue involving a classification(s) not otherwise represented, additional employee(s) may be included on a compensated basis. The purpose of the meetings is to discuss issues arising in the day-to-day operation of the department. Prior meeting notification will be provided when possible. Meetings will be held monthly, except by mutual agreement of the parties. If outside of their normal work time, employees will be paid up to a maximum of one (1) hour of their regular pay rate. These meetings will not take the place of negotiations. Each party shall be responsible for taking their own notes. The Association may distribute its notes to its members and post on union bulletin boards.

#### **Section 6.2.**

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement, and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee



on courses of action after the employee has indicated that he does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

### **Section 6.3.**

Association representatives, when leaving their work to discuss agreed upon Association business shall first obtain written permission from their immediate supervisor. Written permission shall also be obtained from the immediate supervisor of any employee being contacted. The employee will report their return to work to their supervisor.

### **Section 6.4.**

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters. If it becomes excessive, this section of the contract will be opened, and new ground rules established.

## **ARTICLE VII**

### **HOURS OF WORK**

#### **Section 7.1.**

Any regular or full-time employee who is permanently transferred involuntarily from a lower classification to a higher classification shall assume the higher classification rate of pay. Such an involuntary transfer shall not cause the employee to suffer a loss in pay.

#### **Section 7.2.**

Any regular or full-time employee who is temporarily transferred from a higher classification to a lower job classification shall retain the higher rate of pay.

#### **Section 7.3.**

Any regular or full-time employee who is transferred temporarily from a lower classification to a higher rate classification shall be paid at the higher rate from the time of assignment.

#### **Section 7.4. Work Schedule.**

The normal work schedule shall consist of five (5) consecutive workdays, followed by two (2) consecutive days of rest. In the event of changes in the work shift, each employee so affected shall be notified of the change a minimum of one (1) week in advance, except in emergency circumstances. Notification shall include designated times for beginning and ending of the shift. Where feasible, the District shall endeavor to provide additional advance notice of changes in work shift for the convenience of the employee.

Summer schedules and home visitor schedules may be adjusted by mutual consent between the employee or group of employees and the District.

1 In assigning playground duty to available Paraeducator staff, the District will make every effort to  
2 distribute such duty on an equitable basis. In inclement weather, playground duty will normally be  
3 limited to a maximum of forty-five (45) consecutive minutes, provided exceptions may be made in  
4 unusual situations.

5  
6 **Section 7.4.1.**

7 The District will add one (1) additional day of work to the classified employees work year; the  
8 week before school, with the exception of transportation staff whose additional day of work  
9 will be scheduled within the first three (3) weeks before school starts. This additional workday  
10 for transportation staff shall be established and communicated before the end of the prior  
11 school year. Employees may have the option of working or not working that day, with the  
12 exception of transportation staff, for whom the additional day will be mandatory. Those  
13 employees who choose to work will be paid their regular hourly rate.

14  
15 **Section 7.4.2. Early Dismissal/Late Start.**

16 Employees will work and receive pay for a full day on early dismissal or late start days except  
17 when administrative staff is not in attendance. On early dismissal or late start days when  
18 administrative staff is not in attendance, employees will be allowed to make up the time with  
19 supervisor approval. Approval will not be consistently denied provided legitimate,  
20 instructional-focused work can be identified as being available. The administrator may approve  
21 make up time on an early dismissal or late start day even if he/she is not in attendance.  
22 Employees may also use personal leave, pre-approved comp time, emergency leave, and leave  
23 without pay if they do not desire to make up the time.

24  
25 **Section 7.4.3. Emergency School Closure.**

26 In the event that it becomes necessary to close or delay the start of schools because of weather  
27 or other emergency situations, employees will be notified through local radio stations and/or  
28 other appropriate means, when possible, by 6:00 a.m. Employees shall monitor established  
29 channels of notification prior to coming to work on days when emergency situations should be  
30 anticipated.

31  
32 **Section 7.4.4.**

33 The schedules of Paraeducators who perform thirty (30) minutes of playground duty will  
34 provide five (5) minutes of prep time before their scheduled assignments. Paraeducator  
35 schedules will also include passing time to allow movement between assignments.

36  
37 **Section 7.5.**

38 Mechanics classification shall have opportunity to work a modified work schedule year-round that  
39 consists of four (4) days per week and ten (10) hours per day, subject to supervisor approval and  
40 provided at least one (1) mechanic is working on all five (5) days of the regular work week (Monday –  
41 Friday).

42  
43 Subject to supervisor approval, other regular full-time classified employees shall have the option to  
44 work a modified schedule during the summer months and breaks when school is not in session.

45  
46 **Section 7.5.1.**

47 The supervisor of Maintenance and Custodial classification employees determines that

working four (4) days per week and ten (10) hours per day is a practical option for winter, spring, or summer break when school is not in session.

#### **Section 7.6.**

Employees who are hired to work more than one (1) position in the District shall have the opportunity to make-up time that is missed, if/when the District requires an employee to work during the hours of the other position. This make-up time shall be mutually agreed upon between the supervisor(s) and the employee, so it does not cause an undue hardship.

#### **Section 7.7. Work Shifts, Lunch Periods, Rest Periods, and Overtime.**

**Full-time Employees:** The work shift shall consist of eight (8) hours per day, plus one (1) hour uninterrupted lunch period without pay. However, full-time custodial, maintenance and transportation employees will work eight (8) hours, with a half (½) hour, or one (1) hour uninterrupted, unpaid lunch period, subject to the approval of their supervisor.

Full-time employees working four (4) days per week, ten (10) hours per day, will have a half (1/2) hour, or one (1) hour uninterrupted, unpaid period, subject to the approval of their supervisor.

**Regular Employees:** Regular employees working more than four (4) hours and less than eight (8) hours per day shall be entitled to a half (½) hour uninterrupted lunch period without pay. Regular employees who work eight (8) hours per day shall be entitled to the same optional lunch provision as full-time employees, subject to the approval of their supervisor.

**All Employees:** A fifteen (15) minute uninterrupted rest period, with pay, shall be granted during each three and a half (3½) hours of work.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally an employee designated to work overtime on days outside the employee's normal workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. Overtime assignments will be made in relation to the job assignment required to complete the task.

##### **Section 7.7.1. Missed Lunch Period.**

If the employee is required to work through his/her lunch period, he/she will notify his/her supervisor of the reason, and an equal time shall be provided to the employee later in the shift. If no time is provided, the missed meal period will be compensated at the appropriate rate of pay.

##### **Section 7.7.2. Compensation for Overtime.**

All overtime must be pre-approved by the immediate supervisor in writing, unless there is an emergency situation, in which case the employee shall have attempted and shall continue to attempt to contact the supervisor at the earliest opportunity. When an employee earns overtime, he/she has the right to be paid at time-and-a-half (1.5) for each hour of overtime worked. The employee also has the option to earn compensatory time in lieu of pay. Compensatory time is accumulated at a rate of an hour-and-a-half (1.5) for each hour of overtime worked. This time may be used in emergencies or scheduled for personal use. The employee has the right to carry forward their compensatory time or cash it out on a monthly

basis, but it must be cashed out or used within ninety (90) calendar days of accrual or by the end of the contract year, whichever is earlier.

Full-time Employees: Overtime means all hours worked in excess of forty (40) hours per week.  
Regular Employees: Overtime means all hours worked in excess of forty (40) hours per week.

### **Section 7.7.3. Overtime Rates.**

Overtime rate of one and a half (1½) times the employee's current rate of pay shall be paid; provided, however, that the following conditions will apply:

- A. All hours worked on the sixth (6th) consecutive day shall be compensated at one and a half (1½) times the employee's current rate of pay, except as provided in (B).
- B. All hours worked on the sixth (6th) consecutive day in excess of the employee's regular shift shall be compensated at the rate of twice (2) the employee's current rate of pay.
- C. All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice (2) the employee's current rate of pay.
- D. Employees called back to work on a regular workday or called to work on the sixth (6th) or seventh (7th) day, shall receive no less than two (2) hours compensation at appropriate overtime rate, regardless of time previously worked during the day or week.
- E. Compensatory time will be granted and administered according to all applicable laws, both state and federal.

### **Section 7.8. Summer Employment.**

Regular employees, who work in summer programs or other District positions outside of their regular school year schedule, shall not suffer a loss in wages or benefits as a result of that employment and shall be entitled to all of the provisions of the collective bargaining agreement.

### **Transportation Provisions.**

#### **Section 7.9. Transportation Shifts.**

Shifts shall be established for transportation personnel in relation to the routes and driving times necessary to fulfill tasks assigned by the transportation supervisor. All bus driver personnel shall receive in addition to actual hours of driving time, twenty (20) minutes for pre-trip and post-trip duties per AM and PM routes daily and one (1) hour and forty-five (45) minutes per week for fueling, washing and other activities. Any extra time must be pre-approved by the transportation supervisor and submitted on an extra pay timesheet for additional washing, extra work, bus breakdowns and other activities. This time shall be considered contracted time for benefit purposes.

#### **Section 7.9.1.**

Routes shall be bid annually based on driver seniority and choice of routes. Total bid routes shall not exceed forty (40) hours, allowing for wash time, fuel time, and other recurring duties as determined by the District, per current practice. All route packages shall provide for a minimum of four (4) hours per day.

The District is authorized to implement a program of route packaging pursuant to which the District can package or combine two or more routes for bidding purposes. Packaged routes are those designated as such by the District. Routes not packaged are subject to Section 7.9.4. #5.

**Section 7.9.2.**

Route bidding shall be accomplished by the last working day of October. Routes may be bid prior to the start of school. Unless bidding is conducted before the start of the year, drivers returning to work may be assigned at the discretion of the District. Employees returning to work shall receive no reduction in hours and benefits from the end of the previous year until the bid is finalized. All routes shall be posted for driver review four (4) days prior to bidding. Posting shall be done at both bus garages. All available information including, but not limited to, student count, times, mapping, non-confidential medical information pertaining to a specific route will be provided by management at the time of bid. Notwithstanding Section 10.11, route bidding can be conducted on a Friday.

**Section 7.9.3.**

A route will be declared open and subject to bidding in the event of vacancies regardless of reason for the vacancy which exceed, or are projected to exceed, thirty (30) workdays. Subsequent bidding shall be accomplished to "back fill" any route declared open as a result of any previous bid.

In the event that the vacancy is temporary, and the original driver is entitled to return to his/her position, the route(s) shall revert to the original assigned driver(s) upon the return of the driver whose absence initiated the bidding procedure. The District will assign a substitute driver to fill an open position created as a result of any bidding procedure initiated as a result of a qualifying temporary vacancy.

Newly created routes, projected to exist more than thirty (30) workdays, shall be subject to bidding procedures in the same manner as routes declared open. In the event of the layoff or termination of an established route or portion of route that would reduce a driver's route by fifteen (15) minutes or more, the route of a less senior person may be claimed.

**Section 7.9.4.**

Routes, including those scheduled for summer months, shall be bid in the following manner:

1. Drivers who have received the proper notification, and who fail to attend or exercise bidding rights, forfeit such bidding rights, provided, however, that proxy may be utilized.
2. Bidding shall be by seniority with the most senior drivers selecting their choice of routes and runs up to forty (40) hours per week.
3. The District Transportation Supervisor retains the right to assign drivers to routes/runs under unusual circumstances on a case-by-case basis, subject to consultation with the Association. Any such assignment that violates the seniority bidding procedure requires, upon request, a written explanation to the affected driver(s) and the Association.

4. All routes, excluding extracurricular, shall be totaled to establish an average at the end of the day.
5. In order to bid for an extra route (activity, midday, work experience and any other route that is not packaged), a driver must bid for and drive a packaged route. This requirement is continuing. However, a driver may choose to bid for and drive extra routes to total no less than four (4) hours per day (average basis) without being obligated to bid a route package.
6. Bus Assistants will be paid the established drive time of the full route not including pre and post trip times.

#### **Section 7.9.5.**

All routes/runs and trips shall be driven by members of the transportation bargaining unit with the following exceptions:

1. Post-Season Athletic Events of fourteen (14) or fewer students
2. Any trip transporting nine (9) or fewer students using one (1) vehicle
3. Senior Post Graduation trip

Except as provided for above, there shall be no subcontracting of trips during the term of this Agreement, except when District drivers and/or equipment are unavailable.

#### **Section 7.9.6. Report Time.**

Drivers shall be compensated at the minimum rate of one (1) hour pay for any assigned run, provided that they report to work. In extraordinary circumstances, the District will consider requests for additional report time up to two (2) hours

#### **Section 7.9.7. Wait Time.**

The North Franklin School District will pay thirty (30) minutes wait/commute time for each AM and PM route/run for Basin City Transportation Center drivers dropping their buses off at Connell bus garage. More time can be authorized in extreme situations at the discretion of the District (highway closures, extreme weather, etc.).

Drivers will be assigned work for the period of time for which they are receiving pay.

#### **Section 7.9.8. Extra Trip Assignments.**

Extra trips will be posted as soon as known, up to a maximum of two (2) weeks in advance of the trip. For each trip, drivers will be notified and sign-up electronically for a specific trip or trips. A driver will be assigned a maximum of three (3) trips per week, one of which must be a Saturday or non-school day. Trips and regular routes cannot total more than forty-five (45) hours. The top driver on the rotation list who has signed up for a specific trip will be assigned the trip, provided the length of the trip will not cause the driver to exceed forty-five (45) hours for the week, and the name shall pass to the bottom of the extra trip list. However, the driver may be off their bid route more than two (2) times per week and exceed forty-five (45) hours per week for any overnight extracurricular trips. The assignment shall be made three (3) days prior to the departure date, if practical. The driver will not be dropped to the bottom of the



rotation list, if his/her trip is cancelled. The District reserves the right to make final decisions in assignment of extra trips under unusual circumstances.

**Section 7.9.9.**

Due to the safety of all concerned, on overnight trips, drivers shall have a room and be given the opportunity to receive at least eight (8) hours of uninterrupted nighttime rest in a twenty-four (24) hour period. Each driver assigned to an overnight trip will have the right to his/her own room, provided however, that two (2) drivers of the same gender shall be required to share a room. A driver may have a single room provided; (a) the driver pays the higher cost of a single room; (b) the driver notifies the District of his/her request a reasonable period in advance of the trip; and (c) the requested private room is available.

**Section 7.9.10.**

The parties will establish a "standard" mileage figure and "standard" travel time thirty (30) minutes between work sites, and a "primary work site" for each route. In the event that the District does not provide transportation, reimbursement for supervisory-approved travel will be made at the "standard" mileage, calculated at the District's prevailing mileage rate. It is mutually agreed and understood that nothing in this section implies a District obligation to compensate an employee for travel to and from the employee's residence and the established primary work site.

**Section 7.9.11.**

Drivers with any children under an IEP plan shall be entitled to request a Bus Assistant. Upon request of a driver, the District shall evaluate the situation. Any denial of a requested assistant shall be confirmed in writing to the driver within a reasonable period of time.

**Section 7.9.12.**

All employees determined by the District to have a need to know shall be provided information on medically fragile students, as well as those with documented behavioral problems.

**Section 7.10. Job Share.**

An employee may request that his/her position be converted to Job Share status. If the District agrees to Job Share the position, the other half (0.5) of the position will be offered to the current qualified members of the bargaining unit. District approval may be made contingent upon identification of an acceptable candidate for the other half (0.5) of the job. The Job Share request must be for a specified duration, at the conclusion of which the initiating employee and position will revert to non-Job Share status and the other employee will revert back to their previous status, or in the case of a temporary employee they will be considered to be in layoff. All benefits will be prorated. If one-half (0.5) of the position becomes available for any reason, the remaining employee and position may be required to revert back to non-Job Share status.

**Section 7.11.**

Employees will be paid as per Schedule A for time spent in attendance at District required meetings.

**Section 7.12. Food Service.**

When an outside group uses a building and is allowed to use the kitchen, a food service employee will be offered a total of a half hour (0.5) paid time, pre and post event, to walk through the kitchen to

insure compliance with the District kitchen-use policy. Shall no Food Service employees be available then a Substitute shall be utilized.

## ARTICLE VIII

### HOLIDAYS AND VACATION

#### **Section 8.1. Holidays.**

All twelve (12) month employees shall receive the following paid holidays. All less than twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 7. Labor Day               |
| 2. Martin Luther King Day | 8. Veterans' Day           |
| 3. Presidents' Day        | 9. Thanksgiving Day        |
| 4. Memorial Day           | 10. Day after Thanksgiving |
| 5. Juneteenth             | 11. Day before Christmas   |
| 6. Independence Day       | 12. Christmas Day          |

#### **Section 8.1.2.**

Per RCW 1.16.050 employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or for organized activities of a religious denomination, church, or religious organization. In accordance with the law, the District shall allow an employee to take an unpaid holiday unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. Office of Financial Management guidelines or definition for undue hardship will be followed.

#### **Section 8.1.3. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shifts at their base rates at the time the holiday occurs. Employees who are on the active payroll on the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday, provided however, the employee worked his or her regular work shift on the day immediately prior to and following the holiday. An exception to this requirement may be made if the employee goes on paid sick leave and the absence has not been longer than thirty (30) regular workdays. Employees may use personal leave or vacation in conjunction with a holiday and receive holiday pay.

#### **Section 8.1.4. Worked Holidays.**

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

#### **Section 8.1.5. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the paid holiday will extend the vacation one (1) day.

#### **Section 8.1.6. Holidays Falling on Non-School Days.**

Saturday Holidays will be observed on Friday. Sunday Holidays will be observed on Monday.



1       **Section 8.1.7.**

2       On the day before Thanksgiving, if an Early Release is scheduled, employees whose regularly  
3       scheduled shift is five (5) or more hours in length, will be permitted to end their shift after five  
4       (5) hours without loss in pay. This subsection does not apply to transportation staff. Bus  
5       drivers will be allowed to leave when he/she has returned to the bus garage. Mechanics and  
6       office staff shall be eligible to leave early on another date as agreed upon between the  
7       supervisor and employee.

8  
9       **Section 8.2. Vacations.**

10      Full-time employees earn vacation time without loss of pay. Each full year of employment earns ten  
11      (10) days paid vacation time per year through the first four (4) years. Upon completion of the fifth  
12      (5th) full year of employment, the full-time employee earns fifteen (15) days paid vacation. Upon  
13      completion of the fifteenth (15th) full year of employment, the full-time employee earns twenty (20)  
14      days paid vacation. Upon completion of the twentieth (20<sup>th</sup>) full year of employment, the full-time  
15      employee earns twenty-five (25) days paid vacation.

16  
17      **Section 8.2.1.**

18      Vacations shall be scheduled at the request of the employee unless such vacation would disrupt  
19      the normal operations of the school. The normal period during which vacations will be granted  
20      is from one week following the completion of the school term until one week before the  
21      beginning of the following school term. Exceptions may be made on a case-by-case basis.  
22      When an employee has been unable to utilize all of his/her accrued vacation prior to the end of  
23      the school year (August 31) either because of disruption to school operations or other District  
24      caused reasons, unused vacation may be carried over until December 31 of the following  
25      school year. Provided, however, that with supervisor approval, an employee may carry over up  
26      to five (5) days until August 31 of that school year.

27  
28      **Section 8.2.2.**

29      Any full-time employee who has worked for the District for more than six (6) months shall be  
30      eligible for paid vacation. Eleven (11) or more workdays in the month of hire shall constitute a  
31      full month for purposes of vacation calculation. Vacation for eligible first-year full-time  
32      employees shall be calculated as follows: months worked divided by twelve (12) months  
33      multiplied by ten (10) days, equals vacation credit.

34  
35      **Section 8.2.3.**

36      Full-time employees who terminate for any reason prior to the anniversary date of their  
37      employment shall receive their earned vacation credit on a prorated basis as in Section 8.2.2.;  
38      provided, however, that employees with five (5) years or more service in the District shall be  
39      prorated based on vacation days earned. Eleven (11) or more workdays in the month of  
40      termination shall constitute a full month for purposes of vacation calculation. Terminated  
41      employees shall receive payment for no more than two-hundred and forty (240) hours of  
42      accrued vacation with their final paycheck.

43  
44      **Section 8.2.4. Vacation Cash-Out.**

45      Full-time employees shall be entitled to cash-out forty (40) hours of vacation each year at full  
46      pay.

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Shall a less than full-time employee take a full-time position, all hours worked in the previous year shall count toward vacation accrual.

## ARTICLE IX

## LEAVES

**Section 9.1. Sick Leave.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked with a minimum of ten (10) days per year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave may be accumulated to the maximum allowable according to law. The employee will accumulate sick leave on a monthly basis. A new employee who is sick without accrued sick leave shall be on unpaid leave. However, if the employee finished the employment year with accrued sick leave days, the employee may request payment for the days previously unpaid during the year, those days then being deducted from the accrued sick leave. The District shall notify, in writing, employees so affected. Sick leave benefits will be paid on the basis of the employee's hourly rate applicable to the employee's normal daily work shift at the time the leave is taken. Accumulated benefits will be expended on an hourly rather than a daily basis.

## Section 9.2.

Sick leave will be granted without deduction of wages for illness, injury, emergency and family illness. The employee shall be required to provide physician's verification of illness for any absence of more than three (3) consecutive days duration.

### Section 9.3.

Absence from work because of pregnancy will be treated as if the employee were sick or otherwise temporarily disabled. Upon request, parents will be granted up to three (3) days on or about the date of birth or adoption of their child. Such leave shall be deducted from the employee's accrued sick leave.

#### **Section 9.4. Sick Leave Incentive Attendance Program.**

In January of the year following any year at which a minimum of sixty (60) days leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury in excess of sixty (60) days accumulated leave from the previous year at a rate of one (1) day monetary compensation for each four (4) days of accrued leave for illness or injury, which days shall be deducted from accrued leave time. At the time of separation from school District employment an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for illness or injury. All cash out remunerations shall be at the employee's current salary rate at the time of the cash out. The maximum accumulation for purposes of calculating cash out remunerations shall be one hundred and eighty (180) days.

### Section 9.5. Family Leave.

Staff members be provided family leave as provided by state and federal law. Some examples may include, but are not limited to, paternity leave, adoption and/or foster care placement, care of spouse,



children and/or parent(s). Such leave will be without pay unless a paid leave (sick leave or emergency leave) is taken for the same purpose. Medical benefits and job restoration shall comply with State and Federal statutes related to this leave.

#### **Section 9.6. Emergency Leave.**

Emergency leave shall be granted for a sudden, unexpected crisis situation that is beyond the employee's control, which demands that the employee be absent from his or her duties, and which pre-planning could not alleviate. Emergency leave is deducted from sick leave for a maximum of two (2) days.

#### **Section 9.7. Bereavement Leave.**

Leave not deducted from illness and injury leave shall be granted to a maximum of five (5) days at full pay in the event of a death of a family member, fiancée, or fiancé. The family is defined as a member of the immediate household, dependent, father, mother, spouse, sibling, grandparent, children, father and mother-in-law, grandchild, stepchild, stepparent, niece/nephew, aunt/uncle or others approved by the District. In the event of the death of a student or District colleague, employees shall be granted leave necessary to attend local services. Bereavement leave shall be granted for other relatives or a friend under the terms of emergency leave.

#### **Section 9.8. Jury Duty Leave.**

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The employee will cooperate reasonably with the District's efforts to minimize the amount of such leave required and will return promptly to work following release from subpoena or jury duty during the workday. Reasonable time will be allowed for the employee to return to work. In the event that an employee is a party in a court action, such employee may request a leave of absence.

#### **Section 9.9. Leave of Absence.**

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year. A second (2<sup>nd</sup>) year may be granted for reasons of extended illness or disability. An employee may only be granted up to one (1) year at any one (1) time. If a second (2<sup>nd</sup>) year is requested due to an extended illness or disability, this request must be made no earlier than three (3) months prior to the end of the first (1<sup>st</sup>) year leave of absence. Employee shall pay the cost of any health insurance during the leave of absence except as provided under applicable state or federal law. The position will be posted as per Section 10.11.

#### **Section 9.10.**

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified; the employee shall be reinstated to a position equivalent in duties, salary and benefits to that held at the time the request for leave of absence was approved. If a vacancy does not exist the employee will be placed on lay-off status and will be placed on the reemployment list as per Section 10.10., below. Provided, however, that the employee will be placed at the bottom of the existing reemployment list, regardless of the employee's seniority level prior to the leave of absence.

1 **Section 9.11.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave  
3 of absence, as limited by Section 10.5. below. Vacation credit, sick leave, and seniority shall not  
4 accrue while the employee is on leave of absence, unless such leave is approved for extended illness or  
5 injury. Seniority rights regarding accruing should follow Section 10.5.  
6

7 **Section 9.12. Personal Leave.**

8 Each employee shall be entitled to two (2) days of personal leave with pay per school year. These days  
9 will be pro-rated based on newly hired employee's hire date and will be granted upon completion of  
10 successful ninety (90) workday evaluation. Such personal leave shall be pro-rated based on the number  
11 of days an employee works. Unused personal leave may be sold back to the District at full rate of pay  
12 per Schedule A.  
13

14 Four (4) days of personal leave may be carried over from year-to-year to a maximum availability of six  
15 (6) in the year. Three (3) days may be used at any one (1) occasion. Personal leave shall be requested  
16 in writing five (5) workdays in advance and requires the advance approval of the immediate  
17 supervisor. Two (2) days may be used to extend a vacation or a holiday period. The employee shall be  
18 notified within two (2) workdays if the requested leave has or has not been granted. Personal leave  
19 will be granted on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis to be determined by the date of the request.  
20

21 **Section 9.13. Sick Leave Sharing.**

22 Employees suffering from an illness, injury, impairment or physical or mental condition which is of an  
23 extraordinary or severe nature, and which has caused, or is likely to cause, the employee to go on  
24 unpaid leave of absence, or terminate employment, will be eligible for District sick leave sharing as  
25 stipulated in Chapter 392-136A WAC and RCW 41.04.650-670. An employee shall have the right to  
26 donate as many hours as he/she chooses of sick leave each year to another District employee  
27 authorized to reach such leave as long as the leave balance of the donating employee does not fall  
28 below twenty-two (22) days.  
29

30 **Section 9.14. Leave Without Pay.**

31 Leave without pay will be granted only upon Superintendent approval.  
32  
33  
34

35 **ARTICLE X**

36 **PROBATIONARY PERIOD AND SENIORITY**

37 **Section 10.1.**

38 Each new hire in a two hundred and sixty (260) day position shall remain in a probationary status for a  
39 period of not more than one hundred and eighty (180) workdays following the hiring date. Employees  
40 hired into positions with a shorter scheduled work year shall remain in a probationary status for a  
41 period of not more than ninety (90) workdays. During this probationary period the District may  
42 discharge such employees at its discretion.  
43  
44

45 **Section 10.2.**

46 Upon completion of the probationary period, the employee will be subject to all rights and duties  
47 contained in this Agreement retroactive to his hire date.  
48

**Section 10.3.**

Seniority shall be established as of the date the employee began continuous daily employment as a regular employee. The District shall provide a District-wide seniority list by the first (1<sup>st</sup>) of November of each year. The Association will note discrepancies, validate and return the validated list to the District by the first (1<sup>st</sup>) of December. Upon mutual agreement the list shall be certified by the District and the Association. No changes shall be made, with the exception of typographical errors or omissions, until the next year.

**Section 10.4.**

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

- A. Resignation.
- B. Discharge for any reason contained in this Agreement.
- C. Retirement.
- D. Change in job classification within the bargaining unit, as hereinafter provided.

**Section 10.5.**

Seniority rights shall not be lost, nor shall further seniority accrue during the time periods specified below for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness, or jury duty, not to exceed one (1) year.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence, not to exceed one (1) year.
- D. Time spent in layoff status, as herein provided.

**Section 10.6.**

Seniority rights shall be effective within the following general job classifications: Educational Assistant, Transportation, Mechanic, Custodial, Secretarial, Food Service, Maintenance, Computer Network Specialist, and Accounting Specialist.

**Section 10.7.**

The employee with the earliest hire date shall have absolute seniority rights regarding vacation periods. The employee with the earliest hire date shall have preferential rights regarding shift selection, promotions, and layoffs when ability and performance are substantially equal with those individuals with less seniority. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and to the Association's President its reasons why the senior employee or employees have been bypassed.

**Section 10.7.1. Bilingual Paraeducator Positions.**

Paraeducator positions that require bilingual and/or bi-literate skills shall be posted as such. Whether or not candidates for such positions have undergone bilingual or bi-literate training, they must successfully pass the District's skill test for such position (written and/or oral).

1       **Section 10.7.2. Driver-Trainer Positions.**

2       The District reserves the right to maintain more than one (1) driver/trainer positions. Training  
3       duties will be assigned by the Transportation Supervisor provided the senior driver/trainer will  
4       not be assigned the lesser total hours (driver hours and trainer hours), unless scheduling  
5       constraints make this impracticable. Driver Trainer hours shall be averaged for FTE purposes  
6       based on the last two (2) years.  
7  
8

9       **Section 10.8**

10      An employee who changes job classifications within the bargaining unit shall retain his hire date in the  
11      previous classification for a period of one (1) year, notwithstanding that he/she has acquired a new hire  
12      date and a new classification.  
13

14      **Section 10.9.**

15      Seniority shall be determined in the following manner: Hire date shall be given first consideration.  
16      Seniority for those employees with the same hire date shall be determined by the application date.  
17      Seniority for those employees who have the same hire date and application date shall be determined by  
18      lot. Applications shall be retained for one (1) year, and this section applies to hires after  
19      September 1, 1988.  
20

21      **Section 10.10. Layoff.**

22      In the event of a layoff, employees so affected are to be placed on a reemployment list maintained by  
23      the District according to layoff ranking by seniority. Such employees are to have priority, over outside  
24      hires, in filling an opening in the classification held immediately prior to layoff. Such employees shall  
25      not have priority over more senior employees within the classification, except as provided for in  
26      Section 10.7. above. Names shall remain on the reemployment list for one (1) year.  
27

28      Regular classified employees receiving notices of intent not to rehire for the following school year, for  
29      other than performance-related reasons, shall be considered on layoff status.  
30

31      The District shall send a certified letter or obtain the signature and date of an employee being offered  
32      reemployment. If an employee on layoff status rejects an offer of reemployment, or who fails to  
33      respond within ten (10) calendar days of the date of the offer, forfeits seniority and all other accrued  
34      benefits, including reemployment rights, provided that such employee is offered a position  
35      substantially equal in salary, benefits, and general working conditions.  
36

37      Employees on layoff status shall file their, phone number, email address (if available) and regular mail  
38      address in writing with the District, and thereafter promptly advise the District in writing of any  
39      changes.  
40

41      **Section 10.11. Job Postings.**

42      The District shall post in each building (all schools, both bus garages and the Custodial and  
43      Maintenance Department), the availability of an open position(s) five (5) workdays prior to a meeting  
44      of the interested/eligible employees. Meetings called pursuant to Section 10.11 will not be held on half  
45      (1/2) days or on the day prior to a holiday. The position will be filled from that group, and any new  
46      opening(s) created as a result of filling the initial opening will be solicited and filled from the  
47      assembled group, pending supervisor approval. If no existing/eligible employee wishes to accept the



vacant position the District shall publicize by written notice the availability of the open position(s) for an additional five (5) calendar days prior to employment.

Announcements of open positions which become known during the summer months will be mailed to all employees in the classification who have expressed interest in the open positions. All positions will be posted via the website. Expression of interest will be in writing and submitted to the Superintendent no later than the end of the school year.

All position announcements will be mailed to the Association President and the Classification Representative. A list of Classification Representatives will be provided to the District office

#### **Section 10.12.**

Permanent increases in work shifts of more than two (2) hours shall require the effected position to be posted for bid. Such postings shall be provided to the Association President simultaneously with posting.

Changes in working hours of Overflow Paraeducators, Migrant Influx Paraeducators, Temporary Employees, and Bus Drivers are exempt from the provisions of Section 10.12.

#### **Section 10.13. RIF/Layoff-Bumping Process.**

All bumping to avoid layoff is subject to the seniority bypass provisions of Section 10.7. above. The RIF/Layoff-Bumping Process will be as follows:

##### **Minimal Displacement Bumping Process:**

- A. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the senior employee is qualified.
- B. In the exercise of seniority rights (bumping), an employee cannot increase his or her regularly scheduled daily hours of work by more than thirty (30) minutes.
- C. In the event that a senior employee's position is eliminated in connection with a layoff, he or she will not have any right to displace (bump) a junior employee if the District can place the senior employee in an available position that is substantially similar in salary, benefits and general working conditions.
- D. In the event that a senior employee's position is eliminated in connection with a layoff and the District cannot place the employee in an available position, the senior employee will have the right to exercise his or her seniority rights through (bumping) into a position that is substantially similar in salary, benefits and general working conditions.
- E. The process will begin with the most senior employee that is displaced having the option to choose a position that is less senior. Only the employees that are displaced by position elimination or are bumped by a senior employee will have the option to exercise his or her seniority rights (bumping). Employees not affected by a bump will retain their current position.
- F. Employees who are currently in bilingual required positions will follow the same process outlined above but will only be able to bump into bilingual required less senior positions. In the

1 event there are no bilingual required positions available, the employee will have the right to  
2 bump into a non-bilingual position.

3  
4 **Section 10.14. Reduction in Hours-Bumping Process.**

5 In the event the District reduces an employee's hours of work by more than sixty (60) minutes of  
6 regular daily assigned time, the impacted employee shall have bumping rights as provided for in  
7 Section 10.13, above.  
8  
9  
10

11 **ARTICLE XI**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13  
14  
15 **Section 11.1.**

16 The District may discipline or discharge any employee subject to this Agreement for justifiable cause.  
17 The issue of justifiable cause shall be resolved in accordance with Article XV herein. The District will  
18 follow a policy of progressive discipline, which generally shall employ the steps of verbal warning,  
19 written reprimand, suspension and termination, provided however, that in the case of serious  
20 misconduct, progressive discipline steps may be omitted, and that in any event, the discipline shall be  
21 appropriate to the nature and seriousness of the misconduct in question.  
22

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

24 This Section is intended to be applicable to those employees whose duties necessarily imply less than  
25 twelve (12) months (excluding vacations) work per year.  
26

27 **Section 11.2.1.**

28 Should the District decide to discharge any less than twelve (12) month employee, the  
29 employee shall be notified in writing prior to the expiration of the school year.  
30

31 **Section 11.2.2.**

32 Nothing contained herein shall be construed to prevent the District from discharging  
33 an employee for acts of misconduct occurring after the expiration of the school year.  
34

35 **Section 11.2.3.**

36 Nothing contained herein shall in any regard limit the operation of other sections of this Article.  
37  
38  
39

40 **ARTICLE XII**

41 **INSURANCE**

42  
43  
44 **Section 12.1.**

45 Employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a  
46 District contribution for their selected insurance benefits. All paid leaves shall count towards hours  
47 worked for SEBB purposes.  
48



**Section 12.2.**

The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

**Mandatory participation for the benefit program shall consist of the following benefits:**

- Basic Life and Accidental Death and Dismemberment (AD&D)
- Basic Long-Term Disability
- Dental
- Vision

**Optional participation for the following benefits shall consist of:**

- Medical
- Supplemental Life and Accidental Death and Dismemberment (AD&D)- additional coverage may be purchased by employees at their discretion
- Supplemental Long-Term Disability- additional coverage may be purchased by the employees at their discretion

It is the responsibility of the employee to enroll into these plans and insurances. All benefits offered will follow SEBB guidelines.

**Section 12.3.**

The open enrollment period and regulations shall be defined by State Law and the School Employees Benefits Board (SEBB).

- A. Once open enrollment is completed, no insurance options may be added or deleted during the contract year except for reasons associated with family status changes.
- B. Employee(s) filling new positions and hired after September 1<sup>st</sup> may elect insurance coverages from the plans available during timelines set by SEBB.
- C. New (current year) employees shall receive the state allocation to apply towards their SEBB selections.
- D. If an employee fails to enroll within the open enrollment period, the employee will be placed on the default medical, dental, and vision plans as determined by SEBB.

**Section 12.4.**

The parties agree to abide by all State Laws relating to school District employees' benefits (RCW 28A.400.275 [1]).

**ARTICLE XIII**

**IN-SERVICE/TRAINING**

**Section 13.1. In-Service.**

The District may require initial and periodic training for all staff. An opportunity for in-service will be provided classified employees on the following basis:

1. A need must be demonstrated.

2. Representatives from employee groups will meet with a Program Administrator and Resource Personnel designated by the Administrator during February each year to evaluate in-service needs and to develop a plan and budget for in-service. For purposes of this Article, employee groups are in accordance with Schedule A.
3. The plans and level of funding are subject to review and change by the Superintendent.
4. Employees who attend workshops during regular school working hours, or who attend District scheduled workshops with supervisor's approval, shall be paid their current wage.

### **Section 13.2. Staff Development (Non-Mandatory).**

The District will allot a minimum of six thousand dollars (\$6,000) each contract year for staff development. If this money is not exhausted in full, it will be rolled over and added to the allotment for the next contract year. Out of these allotted funds, up to twenty (20) hours per school year, employees may attend District/supervisor approved professional development offerings outside of their contracted day and receive pay at the employee's current hourly rate of pay up to twenty (20) hours per school year. The District will pay up to four hundred (\$400.00) dollars per employee per year for the cost of offering(s) (exclusive of travel, meals, lodging, etc., which remain the employee's responsibility). The District will work through Labor Management to ensure that staff development opportunities are distributed equitably. The District will do an annual professional development survey with staff and meet with representatives from the Association by April 1 to discuss results of the survey and gather input for professional development for the following school year. Although, training opportunities that arise after this date may be considered.

#### **Section 13.2.1.**

Upon the request of the Secretary Classification, the District shall provide at least half a day (1/2) of technology training each year.

#### **Section 13.2.2.**

The District will make every effort to provide training to new employees that is relevant to their position, which may include job shadowing, mentoring and/or on the job training. New employees in their first year with the District and existing District employees who are in their first year in a new position, with the exception of bus drivers, may request a mentor to shadow in their classification/position to get a better understanding of the job duties the position encompasses. New employees will be assigned a mentor for a minimum of one (1) day upon request. Mentors shall receive an additional one-dollar (\$1.00) per hour while mentoring. Mentors shall be selected by the supervisor based on availability and qualifications of the perspective mentor.

### **Section 13.3.**

Paraeducators shall be required to satisfy the requirements of the law. These employees will be provided study guides and internet access for available tutorial programs. The employee will be provided work time to take the on-line test with the District paying the testing fee (one time). In addition to the ETS test, employee may choose to satisfy the requirements via alternative assessment pathways as approved by OSPI, such as, but not limited to: Portfolio Assessment, School District Assessment, and Paraeducator Apprenticeship Program.

#### **Section 13.4. Paraeducator Certificates.**

The State of Washington and the Paraeducator Standards Board (PESB) determined that all paraeducators must complete a formal certification process. This applies to classified public school or school district employee who work under the supervision a certificated or licensed staff member, from grades kindergarten to grade 12, to support and assist in providing instructional and other services to students and their families. All paraeducators in the bargaining unit are subject to this certification.

##### **District Responsibilities:**

1. Provide two (2) days (fourteen [14] hours) of training during school years for which state funding is appropriated specifically to meet the requirements of PESB in the Paraeducator Certificates each school year.
2. Provide training multiple times throughout the school year to include but not limited to early release days, professional days, and during conferences.
3. Per the State Certification requirements for all paraeducators, any and all training required to achieve/maintain this certification including certification fees, shall be paid by the North Franklin School District.
4. Maintain clock hour records.
5. Develop a training calendar with opportunities for make-up sessions.
6. Clearly communicate to paraeducators when trainings will be offered.

##### **Paraeducator Responsibilities:**

1. Register for and participate in courses provided by the District.
2. Maintain records of training including course completion certificates.
3. Use the e-certification system to enter the completion of the Paraeducator Certificates. (No information is entered until the Paraeducator Certificate [FCS, General, Subject Matter, Advanced] is completed).
4. Complete fourteen (14) hours of district provided training by June 30 of each school year.
5. Paraeducators who choose not to complete the training required by the state may be subject to termination.

These certificates are the General Paraeducator Certificate, ELL Subject Matter Certificate, Special Education Subject Matter Certificate, and the Advanced Paraeducator Certificate. The fees must be paid when the paraeducator applies for a certificate in e-cert. Adjustment in pay will begin the school year following receipt of the certificate. The employee must provide the District a copy of the certificate by August 31.

General Para Cert.	\$0.25/hour
Subject Matter/Advanced Cert.	\$0.25/hour

Certificate enhancements are cumulative.

#### **Section 13.5.**

The District shall make every effort to provide training to paraeducators prior to any new curriculum adoption by the District.

#### **Section 13.6. Transportation Training Expenses and Compensation.**

Training costs for drug testing, fingerprint services, first aid training, and medical certification are paid by North Franklin School District directly to the provider. However, trainees must pay the Department

of Licensing for licensing fees. The trainee is reimbursed for these expenses once training is completed, and the trainee is entered into the payroll system.

In consideration for time spent training, North Franklin school District will pay trainee the sum of seven hundred and fifty dollars (\$750.00) in exchange for the trainee's agreement to the following conditions:

1. Trainee shows a commitment to the training process by completing the training process.
2. Trainee obtains a CDL with endorsements necessary for Washington State school bus drivers.
3. Trainee meets and remains for a period of at least one calendar year in compliance with all qualifications for school bus drivers required by the department of Licensing and OSPI.
4. Trainee follows all policies, procedures and expectations set forth by North Franklin School district and the Transportation Department.
5. Trainee completes all training and is hired as a substitute driver or as a regular driver of an assigned route and remains willing and available to drive for the District for a period of at least one calendar year.

Said sum of seven hundred fifty dollars (\$750.00) will be paid to the trainee immediately upon completion of training when trainee's employment information has been processed by the North Franklin School District payroll department.

In the event the trainee subsequently fails to observe/maintain all of the above conditions, the reimbursed expenses and compensation paid by the District shall be deducted from Trainee's paycheck or otherwise refunded by the trainee.

To qualify for this reimbursement and/or compensation, trainees shall be required individually to sign the District's Training Costs and Payments Agreement.

## ARTICLE XIV

### ASSOCIATION MEMBERSHIP AND CHECKOFF

#### **Section 14.1.**

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that process.

##### **Section 14.1.1. Notification to Local Union.**

The District will provide written notification to the local PSE President and [membership@pseofwa.org](mailto:membership@pseofwa.org) of any newly hired employee or the transfer of any current employee from one (1) classification or position to another. Such notification shall be no less than ten (10) workdays from the date of the board action. The notification shall include the name of the employee, the address of the employee, the classification, wage, hours, and location.

1 **Section 14.2.**

2 The District agrees to accept dues authorizations via written, voice authorization or by E-signature in  
3 accordance with "E-SIGN". Public School Employees of Washington/SEIU Local 1948 (PSE) will  
4 provide a list of those members who have agreed to union membership via voice authorization. In  
5 addition, upon request, access to the District to the .wav files associated with the voice authorization.  
6 PSE will be the custodian of the records related to dues authorizations.

7  
8 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and  
9 safe keeping of those records.

10  
11 **Section 14.3. Remittance Report.**

12 The District agrees to submit electronically a report monthly along with its remittance of dues  
13 identifying each employee by name, social security number and dues amount remitted. Public School  
14 Employees of Washington/SEIU Local 1948 shall be the only party to provide authorization to the  
15 District, to stop dues remittance.

16  
17 **Section 14.4. Political Action Committee.**

18 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
19 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
20 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association  
21 on a check separate from the dues transmittal check. Section 14.5. of the Collective Bargaining  
22 Agreement shall apply to these deductions. The employee may revoke the request at any time. At  
23 least annually, the employee shall be notified by the PSE State Office, about the right to revoke the  
24 request and the employee's rights regarding payroll deductions pursuant to WAC 390-17-110.

25  
26 **Section 14.5. Checkoff.**

27 The District shall deduct PSE dues, or voluntary political contributions from the pay of any employee  
28 who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the custodian of  
29 the records related to dues authorizations and will provide the District with a copy of such written  
30 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the  
31 accuracy and safe keeping of those records The District shall transmit all such funds deducted to the  
32 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. The  
33 Association will refund to the District any amounts paid to it in error. The Association agrees to defend  
34 and hold harmless the District against any legal action brought against the District in reference to the  
35 Association dues deduction.

36  
37  
38 **ARTICLE XV**

39  
40 **GRIEVANCE PROCEDURE**

41  
42  
43 **Section 15.1.**

44 Grievances or complaints arising between the District and its employees within the bargaining units  
45 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
46 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

1 **Section 15.2. Grievance Steps.**

2  
3 **Section 15.2.1. STEP I. Informal Immediate Supervisor.**

4 The employee shall first discuss the grievance with the employee's immediate supervisor. The  
5 employee may be accompanied by an Association representative at such discussion. All  
6 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
7 within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no  
8 further processing.  
9

10 **Section 15.2.2. STEP II. Written Immediate Supervisor.**

11 If the grievance is not resolved to the employee's satisfaction within fifteen (15) workdays of  
12 the informal discussion or within fifteen (15) workdays of the date the employee requested the  
13 informal discussion if no such informal discussion occurs in accordance with the preceding  
14 subsection, the employee shall reduce to writing a statement of the grievance containing the  
15 following:

- 16 A. The facts on which the grievance is based.  
17 B. A reference to the provisions in this Agreement which have been allegedly violated.  
18 C. The remedy sought.  
19

20 The employee shall submit the written statement of grievance to the immediate supervisor for  
21 reconsideration and shall submit a copy to the official in the administration responsible for  
22 personnel. The parties will have five (5) workdays from submission of the written statement of  
23 grievance to resolve it by indicating on the statement of grievance the disposition. If an  
24 agreeable disposition is made, all parties to the grievance shall sign it.  
25

26 **Section 15.2.3. STEP III. Superintendent or Designee.**

27 If no settlement has been reached within the five (5) workdays referred to in the preceding sub-  
28 section, and the Association believes the grievance to be valid, a written statement of grievance  
29 shall be submitted within an additional fifteen (15) workdays to the District Superintendent or  
30 the Superintendent's designee. After such submission, the parties will have ten (10) workdays  
31 from submission of the written statement of grievance to resolve it by indicating on the  
32 statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
33 grievance shall sign it.  
34

35 **Section 15.2.4. STEP IV. School Board.**

36 If no settlement has been reached within the ten (10) workdays referred to in the preceding sub-  
37 section, and the Association believes the grievance to be valid, a written statement of grievance  
38 shall be submitted within fifteen (15) workdays to the District Board of Directors. After such  
39 submission, the parties will have thirty (30) workdays from submission of the written statement  
40 of grievance to resolve it by indicating on the statement of grievance the disposition. If an  
41 agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors  
42 reserves the right to summon the employee for an oral statement of the grievance. The  
43 employee reserves the right to appear before the Board of Directors to explain the grievance.  
44 At any appearance before the Board of Directors, the employee may be accompanied by an  
45 Association representative or designee. The Board also reserves the right to waive hearing the  
46 grievance if it so desires, in which case the grievance shall proceed to binding arbitration.  
47



**Section 15.2.5. STEP V. Arbitration.**

If no settlement has been reached within the thirty (30) workdays referred to in the preceding sub-section, the grievant may, within five (5) workdays of the expiration of the thirty (30) workday period, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the misapplication of any of the provisions of this Agreement, it may, upon vote of the membership, by written notice to the Superintendent, within fifteen (15) workdays after the receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) workdays after written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) workday period, a mutual request for a list of arbitrators shall be made to the American Arbitration Association. The parties will be bound by the Voluntary Rules and Procedures of the American Arbitration Association for the selection. After selection of the arbitrator, the Expedited Labor Arbitration Rules shall apply.

Neither party shall be permitted to assert in the arbitration proceedings any evidence, which was not submitted to the other party before the completion of the Board's level meetings. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, travel, subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

**Section 15.3.**

The grievance or arbitration discussions shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

**Section 15.4. Jurisdiction of the Arbitrator.**

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine the inquiry and decision to the specific area of the Agreement as cited in the Grievance Form. The arbitrator shall not substitute their own knowledge for the expressed provisions of the contract under question.

**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1.**

Any newly hired employee who has previous experience with any school District in the state of Washington, and who is hired to perform work similar to that, in which he or she was previously

engaged, shall be given credits for years of service experience in the District in accordance with this Article.

**Section 16.2.**

All new employees will begin on Step I of the salary schedule and be placed in a probationary period of ninety (90) workdays. New or rehired employees may be granted experience step placement on the salary schedule for comparable experience prior to employment in the North Franklin School District upon completion of the ninety (90) workday probationary period. Experience transferred between school Districts is subject to the provisions of State Law.

Experience steps so granted are subject to consultation with the Association. Other adjustments in wages, including experience steps for existing employees, are subject to negotiations with the Association and shall be accomplished only after written agreement between the parties.

**Section 16.3.**

The experience credit so transferred shall be applicable to all benefits herein except the seniority provisions of Article X.

**Section 16.3.1.**

Employees who change classifications (i.e., Paraeducator to Secretary) will be placed at the step closest to their pay in the previous position without taking a loss in pay. Employees who choose to move from a higher paying classification to a lower paying classification (i.e., Secretary to Paraeducator) will be paid at the step closest to their pay in the previous position, which could result in a loss of pay.

Employees who change to a higher paying position within the same classification may be granted experience step placement on the salary schedule for comparable experience in his/her prior position. Experience steps so granted are subject to consultation with the Association. Employees who choose to move from a higher paying position to a lower paying position within the same classification, will be paid at the step closest to their pay in the previous position, which could result in loss of pay.

Loyalty pay incentive shall still be applicable based on years of service within the District.

**ARTICLE XVII**

**SALARIES**

**Section 17.1.**

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 17.2. Increments.**

Incremental steps shall be effective on September 1.



1 A full-time employee who works a minimum of six (6) months in a school fiscal year shall be  
2 considered as having completed a first-year increment step.

3  
4 A regular employee who works a minimum of five (5) months in a school year shall be considered as  
5 having completed a first-year increment step.

6  
7 Eleven (11) workdays in the month of hire shall be considered a full month for purposes of this  
8 section.

9  
10 **Section 17.3.**

11 Payroll deductions for credit unions will be made by the District if requested.

12  
13 **Section 17.4. Impact of Legislation.**

14 Should any of the above referenced laws be altered through legislative action or judicial action in such  
15 a way as to allow increased compensation to the classified employees, then upon request by the  
16 Association, the District shall reopen negotiations upon the affected terms. Should any change in the  
17 proper interpretation or application of state law or regulations result from legislative action or un-  
18 appealed orders of courts of competent jurisdiction, the District and PSE of North Franklin agree to  
19 implement such meaning as may result. Should funding thereby be made available, which could  
20 lawfully be applied to wages or fringe benefits, the parties agree to meet and open negotiations when  
21 such action is requested within thirty (30) calendar days of the time of first (1<sup>ST</sup>) knowledge of such  
22 action altering conditions.

23  
24 **Section 17.5. Payment Schedule.**

25 Employees have the option of choosing a payment schedule based on a ten (10) month or twelve (12)  
26 month plan.

27  
28 **Section 17.6. Staff Assistance Program.**

29 The District will provide a Staff Assistance Program through Barb Strote Counseling.

30  
31 **Section 17.7. Loyalty Pay Incentive.**

32 Loyalty is years of service within the District. In addition to their wages provided for in Schedule A,  
33 employees will receive loyalty payments of an additional forty cents (\$0.40) per hour for years of  
34 continuous service to the District. Entitlement to a loyalty incentive payment commences on  
35 September 1 following the employee's 10, 15-, 20-, 25- and 30-year anniversary of employment, not  
36 including time spent as a substitute or temporary employee. The loyalty pay incentives are cumulative.

37  
38 **Section 17.8.**

39 New employees hired after September 1, 2004 shall be required to enroll in the District's automatic  
40 payroll deposit program.

41  
42 **Section 17.9. Supervision of Athletic Events.**

43 Classified employees shall be admitted free of charge to regular season home athletic events in  
44 exchange for crowd supervision as needed. In return for free admittance, employees shall agree to help  
45 supervise as needed.

46  
47 Employees shall also be offered the opportunity to purchase reduced-price family passes for regular  
48 season home athletic events.

1 **Section 17.10.**

2 The District will pay for renewals that are required for the following: food handler's permit, SLPA  
3 recertification, Pesticide License, CDL renewal fee and required endorsements, and any other required  
4 license for all positions.  
5  
6  
7

8 **ARTICLE XVIII**

9  
10 **EVALUATIONS**  
11

12 **Section 18.1. Evaluations.**

13 The purpose of the evaluation is to document the District's assessment of the job performance of the  
14 employee and also to guide the employee in the performance of his/her duties. Each employee will be  
15 evaluated in writing by his/her supervisor at least once during the employee's work year. Employees  
16 who work less-than two hundred-sixty (260) days will be evaluated no later than June 1. A copy of the  
17 evaluation report(s) will be provided to the employee. The employee will have the opportunity to  
18 discuss the completed evaluation report with his/her evaluator. The employee may choose to respond  
19 to the evaluation in writing within fifteen (15) workdays from the date of the evaluation. The written  
20 response will be attached to the evaluation and become a part of the employee's personnel file.  
21 Probationary employees shall be evaluated, at a minimum, at or around the mid-point of their  
22 probationary period. New employees shall be informed as to who their supervisor is for evaluation  
23 purposes, as will all employees if their evaluator changes. Notwithstanding the foregoing, the driver  
24 trainer(s) may continue to conduct the "check-ride" portion of driver evaluations. Any "check-ride"  
25 related evaluation score of less than satisfactory shall be supported by a Supervisor conducted "check-  
26 ride."  
27  
28  
29

30 **ARTICLE XIX**

31  
32 **TERM**  
33

34 **Section 19.1.**

35 The term of this Agreement shall be from September 1, 2021 to August 31, 2024.  
36

37 **Section 19.2.**

38 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
39 notwithstanding its execution date.  
40

41 **Section 19.3.**

42 This Agreement may be reopened and modified at any time during its term upon mutual consent of  
43 both parties. This Agreement shall be reopened whenever necessary to address the impact of  
44 legislatively mandated changes. In contract year 2021-22 Steps 1-5 on schedule A shall have an  
45 increase of four percent (4%) and additional equity adjustment for select positions (maintenance,  
46 paraeducators, bus assistant, custodial, mechanics, and transportation). In contract year 2022-23 Steps  
47 1-5 on schedule A shall be increased by four percent (4%) or IPD whichever is greater. In contract year  
48 2023-2024 Steps 1-5 on Schedule A shall be increased by four percent (4%) or IPD whichever is

greater. If the State Legislature changes the way annual salary increases are provided under RCW 28A.400.205, the parties agree to reopen this section to bargain the impact of any such change.

## SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

NORTH FRANKLIN CHAPTER

BY: /Signed by/  
Deana Harty, Chapter President

DATE: 10/12/21

NORTH FRANKLIN SCHOOL  
DISTRICT #J51-162

BY: /Signed by/  
Jim Jacobs, Superintendent

DATE: 10/12/21

**Schedule A**  
**North Franklin PSE**  
**September 1, 2021 – August 31, 2022**  
**SCHEDULE A 2021-2022**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>
<b>Computer Network Specialist</b>	23.61	25.39	27.47	27.73	28.13	28.53	28.93	29.33	29.73
<b>Accounting Specialist</b>	22.40	23.95	25.64	25.90	26.30	26.70	27.10	27.50	27.90
<b>Secretarial</b>									
Secretary	17.64	19.17	20.65	20.90	21.30	21.70	22.10	22.50	22.90
Personnel Secretary P/R Asst	20.49	22.17	23.84	24.11	24.51	24.91	25.31	25.71	26.11
Assistant to the Director	20.93	22.62	24.29	24.55	24.95	25.35	25.75	26.15	26.55
<b>Educational Assistant</b>									
Student Behavior Monitor	14.75	15.89	17.28	17.54	17.94	18.34	18.74	19.14	19.54
Para Educator	16.96	18.08	19.50	19.76	20.16	20.56	20.96	21.36	21.76
Family Lit Educator	16.02	17.24	18.71	18.98	19.38	19.78	20.18	20.58	20.98
Home Visitor	16.26	17.76	19.13	19.38	19.78	20.18	20.58	20.98	21.38
Sped Intervention Specialist	18.61	19.74	21.13	21.39	21.79	22.19	22.59	22.99	23.39
Dropout Prevention Specialist	18.61	19.74	21.13	21.39	21.79	22.19	22.59	22.99	23.39
Special Education - ASL Tutor	18.61	19.74	21.13	21.39	21.79	22.19	22.59	22.99	23.39
Braillist (not certified)	19.84	20.95	22.36	22.61	23.01	23.41	23.81	24.21	24.61
Braillist (certified)	22.59	23.71	25.13	25.40	25.80	26.20	26.60	27.00	27.40
Speech Language Path Asst	22.59	23.71	25.13	25.40	25.80	26.20	26.60	27.00	27.40
Physical Therapy Assistant	22.59	23.71	25.13	25.40	25.80	26.20	26.60	27.00	27.40
<b>Food Service</b>									
Cook's Assistant	14.90	15.49	17.28	17.54	17.94	18.34	18.74	19.14	19.54
Cook	15.89	17.04	18.64	18.91	19.31	19.71	20.11	20.51	20.91
Department Clerk	15.89	17.20	18.72	18.99	19.39	19.79	20.19	20.59	20.99
<b>Custodian</b>	18.61	20.08	21.55	21.81	22.21	22.61	23.01	23.41	23.81
<b>Maintenance</b>									
Maint/Grounds Assistant	19.52	20.89	22.14	22.39	22.79	23.19	23.59	23.99	24.39
Maint/Grounds	21.13	22.56	23.84	24.13	24.53	24.93	25.33	25.73	26.13
Maint/Bldg Lead	23.71	25.22	26.65	26.95	27.35	27.75	28.15	28.55	28.95
Maint/Grounds Lead	23.71	25.22	26.65	26.95	27.35	27.75	28.15	28.55	28.95
Maint/Electrician Lead	26.26	27.85	29.63	29.91	30.31	30.71	31.11	31.51	31.91
<b>Mechanic</b>									
Mechanics Assistant	23.19	24.70	26.24	26.48	26.88	27.28	27.68	28.08	28.48
Lead Mechanic/Shop	26.31	28.33	30.04	31.50	31.90	32.30	32.70	33.10	33.50
<b>Transportation</b>									
Bus Assistant	15.77	16.92	18.30	18.57	18.97	19.37	19.77	20.17	20.57
Driver	20.72	22.90	23.10	23.36	23.76	24.16	24.56	24.96	25.36
<b>Driver Trainer</b>			23.70	23.94	24.34	24.74	25.14	25.54	25.94

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, NORTH FRANKLIN CHAPTER AND THE NORTH FRANKLIN SCHOOL DISTRICT #J51-162 PURSUANT TO ARTICLE XIX, SECTION 19.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

That incumbent employees in the positions which have been newly reclassified into the Educational Assistant or Secretarial classifications (Assistant to Director, Home Visitor, Special Education Intervention Specialist and Bus Assistant) will retain their seniority in their former classification and, with the effective date of the 2011 (CBA) Collective Bargaining Agreement 9/1/11, will begin to accrue seniority in their position's new classification (with a hire date of 9/1/11). In the event one (1) of these employees is rified or laid off from the position he/she held prior to the reclassification, that employee will receive the benefit of his/her prior seniority for recall purposes if the same or a substantially similar position becomes available.

Current employees include:

**Special Education Intervention Specialist**

Deana Harty

**Paraeducator**

Pam Piovesan

This Letter of Agreement shall become effective September 1, 2021, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

NORTH FRANKLIN CHAPTER

BY:                     /Signed by/                      
Deana Harty, Chapter President

NORTH FRANKLIN SD #J51-162

BY:                     /Signed by/                      
Jim Jacobs, Superintendent

DATE:                     10/12/21                    

DATE:                     10/12/21

**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, NORTH FRANKLIN CHAPTER AND THE NORTH FRANKLIN SCHOOL DISTRICT #J51-162 PURSUANT TO ARTICLE XIX, SECTION 19.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

That incumbent employees in the positions which have been newly reclassified into the Transportation classification (Bus Assistant) will retain their seniority in their former classification and, with the effective date of the 2021 (CBA) Collective Bargaining Agreement 9/1/21, will begin to accrue seniority in their position's new classification (with a hire date of 9/1/21). In the event one (1) of these employees is riffed or laid off from the position he/she held prior to the reclassification, that employee will receive the benefit of his/her prior seniority for recall purposes if the same or a substantially similar position becomes available.

Current employees include:

Aaron Eden  
Robert Rae

This Letter of Agreement shall become effective September 1, 2021, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

NORTH FRANKLIN CHAPTER

BY: /Signed by/  
Deana Harty, Chapter President

DATE: 9/29/21

NORTH FRANKLIN SD #J51-162

BY: /Signed by/  
Jim Jacobs, Superintendent

DATE: 9/29/21

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF NORTH FRANKLIN AND THE NORTH FRANKLIN SCHOOL DISTRICT #J51-162. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.4. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. Schedule A is amended and attached.

This Letter of Agreement shall become effective on September 1, 2022, and shall remain in effect until August 31, 2023, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

NORTH FRANKLIN CHAPTER

NORTH FRANKLIN SCHOOL DISTRICT  
#J51-162

BY: /signed by/  
Deana Harty, Chapter President

BY: /signed by/  
Jim Jacobs, Superintendent

DATE: 06-08-22

DATE: 06-08-22



5.5% 0.40	Schedule A 2022-2023								
	<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
<b>Computer Network Specialist</b>	24.91	26.79	28.98	29.26	29.66	30.06	30.46	30.86	31.26
<b>Accounting Specialist</b>	23.63	25.27	27.05	27.32	27.72	28.12	28.52	28.92	29.32
<b>Secretarial</b>									
Secretary	18.61	20.22	21.79	22.05	22.45	22.85	23.25	23.65	24.05
Personnel Secretary P/R Asst	21.62	23.39	25.15	25.44	25.84	26.24	26.64	27.04	27.44
Assistant to the Director	22.08	23.86	25.63	25.90	26.30	26.70	27.10	27.50	27.90
<b>Educational Assistant</b>									
Student Behavior Monitor	15.56	16.76	18.23	18.50	18.90	19.30	19.70	20.10	20.50
Para Educator	17.89	19.07	20.57	20.85	21.25	21.65	22.05	22.45	22.85
Family Lit Educator	16.90	18.19	19.74	20.02	20.42	20.82	21.22	21.62	22.02
Home Visitor	17.15	18.74	20.18	20.45	20.85	21.25	21.65	22.05	22.45
Sped Intervential Specialist	19.63	20.83	22.29	22.57	22.97	23.37	23.77	24.17	24.57
Dropout Prevention Specialist	19.63	20.83	22.29	22.57	22.97	23.37	23.77	24.17	24.57
Special Education - ASL Tutor	19.63	20.83	22.29	22.57	22.97	23.37	23.77	24.17	24.57
Brailist (not certified)	20.93	22.10	23.59	23.85	24.25	24.65	25.05	25.45	25.85
Brailist (certified)	23.83	25.01	26.51	26.80	27.20	27.60	28.00	28.40	28.80
Speech Language Path Asst	23.83	25.01	26.51	26.80	27.20	27.60	28.00	28.40	28.80
Physical Therapy Assistant	23.83	25.01	26.51	26.80	27.20	27.60	28.00	28.40	28.80
<b>Food Service</b>									
Cook's Assistant	15.72	16.34	18.23	18.50	18.90	19.30	19.70	20.10	20.50
Cook	16.76	17.98	19.67	19.95	20.35	20.75	21.15	21.55	21.95
Department Clerk	16.76	18.15	19.75	20.03	20.43	20.83	21.23	21.63	22.03
<b>Custodian</b>	19.63	21.18	22.74	23.01	23.41	23.81	24.21	24.61	25.01
<b>Maintenance</b>									
Maint/Grounds Assistant	20.59	22.04	23.36	23.62	24.02	24.42	24.82	25.22	25.62
Maint/Grounds	22.29	23.80	25.15	25.46	25.86	26.26	26.66	27.06	27.46
Maint/Bldg Lead	25.01	26.61	28.12	28.43	28.83	29.23	29.63	30.03	30.43
Maint/Grounds Lead	25.01	26.61	28.12	28.43	28.83	29.23	29.63	30.03	30.43
Maint/Electrician Lead	27.70	29.38	31.26	31.56	31.96	32.36	32.76	33.16	33.56
<b>Mechanic</b>									
Mechanics Assistant	24.47	26.06	27.68	27.94	28.34	28.74	29.14	29.54	29.94
Lead Mechanic/Shop	27.76	29.89	31.69	33.23	33.63	34.03	34.43	34.83	35.23
<b>Transportation</b>									
Bus Assistant	16.64	17.85	19.31	19.59	19.99	20.39	20.79	21.19	21.59
Driver	21.86	24.16	24.37	24.64	25.04	25.44	25.84	26.24	26.64
<b>Driver Trainer</b>			25.00	25.26	25.66	26.06	26.46	26.86	27.26



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, NORTH FRANKLIN CHAPTER AND THE NORTH FRANKLIN SCHOOL DISTRICT #J51-162 PURSUANT TO ARTICLE XIX SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Effective January 1, 2023, the minimum wage for Washington State increased to \$15.74 per hour. With this change, there are two positions on PSE Schedule A affected. The following positions and rates will be modified as follows:

- Student Behavior Monitor – Step 1 hourly rate increase from \$15.56/hour to \$15.74 per hour
- Cook's Assistant – Step 1 hourly rate increase from \$15.72/hour to \$15.74 per hour

These changes will be retroactive to January 1, 2023. This Memorandum of Understanding shall be in effect upon signatures, shall remain in effect until August 31, 2024, and be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

NORTH FRANKLIN CHAPTER

NORTH FRANKLIN  
SCHOOL DISTRICT #J51-162

BY: /E-signed by Deana Harty/  
Deana Harty, Chapter President

BY: /E-signed by Jim Jacobs/  
Jim Jacobs, Superintendent

DATE: January 24, 2023

DATE: January 23, 2023

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF NORTH FRANKLIN AND THE NORTH FRANKLIN SCHOOL DISTRICT #J51-162. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.4. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. Schedule A is amended and attached.

This Letter of Agreement shall become effective on September 1, 2023, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

NORTH FRANKLIN CHAPTER

NORTH FRANKLIN  
SCHOOL DISTRICT #J51-162

BY: /e-signed by Deana Harty/  
Deana Harty, Chapter President

BY: /e-signed by Jim Jacobs/  
Jim Jacobs, Superintendent

DATE: August 27, 2023

DATE: August 25, 2023

**SCHEDULE A – September 1, 2023 to August 31, 2024**

	1	2	3	5	10	15	20	25	30
<b><u>Computer Network Specialist</u></b>	\$25.91	\$27.86	\$30.14	\$30.43	\$30.83	\$31.23	\$31.63	\$32.03	\$32.43
<b><u>Accounting Specialist</u></b>	\$24.58	\$26.28	\$28.13	\$28.41	\$28.81	\$29.21	\$29.61	\$30.01	\$30.41
<b><u>Secretarial</u></b>									
<i>Secretary</i>	\$19.35	\$21.03	\$22.66	\$22.93	\$23.33	\$23.73	\$24.13	\$24.53	\$24.93
<i>Personnel Secretary P/R Asst</i>	\$22.48	\$24.33	\$26.16	\$26.46	\$26.86	\$27.26	\$27.66	\$28.06	\$28.46
<i>Assistant to the Director</i>	\$22.96	\$24.81	\$26.66	\$26.94	\$27.34	\$27.74	\$28.14	\$28.54	\$28.94
<b><u>Educational Assistant</u></b>									
<i>Student Behavior Monitor</i>	\$16.37	\$17.43	\$18.96	\$19.24	\$19.64	\$20.04	\$20.44	\$20.84	\$21.24
<i>Para Educator</i>	\$18.61	\$19.83	\$21.39	\$21.68	\$22.08	\$22.48	\$22.88	\$23.28	\$23.68
<i>Family Lit Educator</i>	\$17.58	\$18.92	\$20.53	\$20.82	\$21.22	\$21.62	\$22.02	\$22.42	\$22.82
<i>Home Visitor</i>	\$17.84	\$19.49	\$20.99	\$21.27	\$21.67	\$22.07	\$22.47	\$22.87	\$23.27
<i>Sped Intervention Specialist</i>	\$20.42	\$21.66	\$23.18	\$23.47	\$23.87	\$24.27	\$24.67	\$25.07	\$25.47
<i>Dropout Prevention Specialist</i>	\$20.42	\$21.66	\$23.18	\$23.47	\$23.87	\$24.27	\$24.67	\$25.07	\$25.47
<i>Special Education - ASL Tutor</i>	\$20.42	\$21.66	\$23.18	\$23.47	\$23.87	\$24.27	\$24.67	\$25.07	\$25.47
<i>Braillist (not certified)</i>	\$21.77	\$22.98	\$24.53	\$24.80	\$25.20	\$25.60	\$26.00	\$26.40	\$26.80
<i>Braillist (certified)</i>	\$24.78	\$26.01	\$27.57	\$27.87	\$28.27	\$28.67	\$29.07	\$29.47	\$29.87
<i>Speech Language Path Asst</i>	\$24.78	\$26.01	\$27.57	\$27.87	\$28.27	\$28.67	\$29.07	\$29.47	\$29.87
<i>Physical Therapy Assistant</i>	\$24.78	\$26.01	\$27.57	\$27.87	\$28.27	\$28.67	\$29.07	\$29.47	\$29.87
<b><u>Food Service</u></b>									
<i>Cook's Assistant</i>	\$16.37	\$16.99	\$18.96	\$19.24	\$19.64	\$20.04	\$20.44	\$20.84	\$21.24
<i>Cook</i>	\$17.43	\$18.70	\$20.46	\$20.75	\$21.15	\$21.55	\$21.95	\$22.35	\$22.75
<i>Department Clerk</i>	\$17.43	\$18.88	\$20.54	\$20.83	\$21.23	\$21.63	\$22.03	\$22.43	\$22.83
<b><u>Custodian</u></b>	\$20.42	\$22.03	\$23.65	\$23.93	\$24.33	\$24.73	\$25.13	\$25.53	\$25.93
<b><u>Maintenance</u></b>									
<i>Maint./Grounds Assistant</i>	\$21.41	\$22.92	\$24.29	\$24.56	\$24.96	\$25.36	\$25.76	\$26.16	\$26.56
<i>Maint./Grounds</i>	\$23.18	\$24.75	\$26.16	\$26.48	\$26.88	\$27.28	\$27.68	\$28.08	\$28.48
<i>Maint./Bldg. Lead</i>	\$26.01	\$27.67	\$29.24	\$29.57	\$29.97	\$30.37	\$30.77	\$31.17	\$31.57
<i>Maint./Grounds Lead</i>	\$26.01	\$27.67	\$29.24	\$29.57	\$29.97	\$30.37	\$30.77	\$31.17	\$31.57
<i>Maint./Electrician Lead</i>	\$28.81	\$30.56	\$32.51	\$32.82	\$33.22	\$33.62	\$34.02	\$34.42	\$34.82
<b><u>Mechanic</u></b>									
<i>Mechanics Assistant</i>	\$25.45	\$27.10	\$28.79	\$29.06	\$29.46	\$29.86	\$30.26	\$30.66	\$31.06
<i>Lead Mechanic/Shop</i>	\$28.87	\$31.09	\$32.96	\$34.56	\$34.96	\$35.36	\$35.76	\$36.16	\$36.56
<b><u>Transportation</u></b>									
<i>Bus Assistant</i>	\$17.31	\$18.56	\$20.08	\$20.37	\$20.77	\$21.17	\$21.57	\$21.97	\$22.37
<i>Driver</i>	\$22.73	\$25.13	\$25.34	\$25.63	\$26.03	\$26.43	\$26.83	\$27.23	\$27.63
<b><u>Driver Trainer</u></b>			\$26.00	\$26.27	\$26.67	\$27.07	\$27.47	\$27.87	\$28.27