

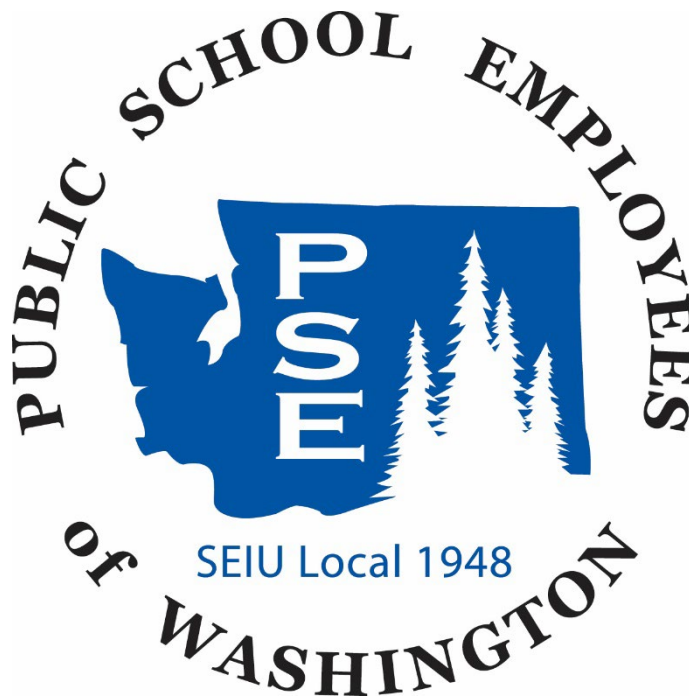
COLLECTIVE BARGAINING AGREEMENT BETWEEN

NORTH FRANKLIN SCHOOL DISTRICT #51

AND

PUBLIC SCHOOL EMPLOYEES OF NORTH FRANKLIN

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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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. Recognition.

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. Bargaining Unit Certification.

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. Excluded from Bargaining Unit.

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 layoff will not be used to circumvent this provision.
- D. Substitute Classified Employee:** Is one who is employed sporadically to fill a position of a full-time, regular, or temporary classified employee in an existing position. The substitute employee would not receive benefits.

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

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

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

Section 1.5. Position Descriptions.

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

Section 1.6. New or Modified Positions.

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

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.

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

Section 2.2. Reasonable Rules and Regulations.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement. Each department shall have the discretion to establish reasonable standards for dress/attire based on safety, security,

1 and/or staff identification recognizing its obligation to bargain impacts or effects of such standards on
2 employee working conditions.

3 4 5 **ARTICLE III**

6 7 **RIGHTS OF EMPLOYEES**

8 9 **Section 3.1. Union Rights.**

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

18 19 **Section 3.2. Rights to Address Concerns.**

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

24 25 **Section 3.3. Right to Representation.**

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

29 30 **Section 3.4. EEO / Non-Discrimination.**

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

37 38 **Section 3.5. Personnel File.**

39 There shall only be one (1) official personnel file for each employee, to be kept in the District
40 Administration Office. Each employee shall have the right to review the contents of their personnel file
41 upon request. During the review, an official or representative of the Union may accompany the
42 employee. The employee may initial, date, and photocopy the contents of their file. Each employee
43 shall be provided a copy of any document placed in their personnel file within ten (10) calendar days.
44 The employee may attach comments to any document in the file. Medical information shall be kept in
45 a separate file.

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

4 5 **Section 3.6. Anti-Bullying.**

6 Board Policy 3207 prohibits bullying in the workplace. If an employee feels they are being bullied, the
7 employee has a right to file a complaint with the District on a form available on the District website
8 and at the District Office. The District will take action on such complaints consistent with Board
9 Policy 3207.

10 11 **Section 3.7. Support When Facing Duress While Performing Duties.**

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

18 19 **Section 3.8. Safe Working Environment.**

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

23 24 **Section 3.8.1. Shared Student Response Plans.**

25 Any employee working directly with students (including Drivers and Bus Assistants) shall be
26 provided with information that is crucial to the safety and well-being of students in their care,
27 which may include, but is not limited to, the following:

- 28
29 • No contact orders.
- 30
31 • Medical alerts.
- 32
33 • Relevant portions or summary of the student's Individual Education Plans (IEP).
- 34
35 • Threatening or violent behavior concerning students, parents, or the public within a
36 reasonable amount of time.
- 37
38 • Issues involving weapons, or any items that may be considered weapons.
- 39
40 • Issues involving suspensions or expulsion when the reason for the action is due to
41 violent, threatening actions, or issues involving weapons.
- 42
43 • Student Success Strategies.

44
45 Building administrators or their designee will meet with Para Educators and other education
46 support specialists within the bargaining unit at least once every month to communicate
47 updated information, including the Student Response Plan discussed above to Para Educators

for the safety of staff and students' success. This meeting should also be used for Para Educators to share their concerns about Student Success Strategies.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Rights and Responsibilities.

The Association has the right and responsibility to represent the interests of all employees in the unit 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. Annual Notification to District of Association Representatives.

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.

Section 4.3. Union Access to Union Employees.

The District shall provide the Public School Employees of Washington/SEIU Local 1948 (PSE) representative no less than thirty (30) minutes to make a presentation at any general orientation meeting. District representatives shall not be present during the Association presentation. In case there is no meeting, the District shall provide the Association a paid thirty (30)-minute meeting for all new hires during the bargaining unit employees' work time within two (2) weeks of their start date. The President of the Association or designee shall be granted paid release time to conduct this meeting.

Section 4.4. Association Release Time for State Business.

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

Section 4.5. Right to Delegate Representatives.

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

Section 4.6. Right to Information.

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

1 **Section 4.7. Worksite Access.**

2 Representatives of the Association, upon making their presence and purpose known to the District,
3 shall have access to the District premise during business hours, provided, that no conferences or
4 meetings between employees and Association representatives will in any way hamper or obstruct the
5 normal flow of work and normal operation of the District.
6

7 **Section 4.8. Right to Notification of Changes.**

8 The District will provide the Association with advance notice and the opportunity to bargain proposed
9 changes in policies, which may affect wages, hours, or other terms and conditions of employment.
10 Policies concerning drug/alcohol testing and fingerprinting are in effect and agreed to by the Parties.
11

12 **Section 4.9. Participation with School Calendar.**

13 The District will involve Public School Employees of Washington/SEIU Local 1948 (PSE) in the
14 development of the school calendar by including the Association President or designee(s) in the
15 meeting(s) with the North Franklin Education Association at which the school calendar is developed.
16

17
18 **ARTICLE V**

19
20 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

21
22 **Section 5.1. Negotiations in Good Faith.**

23 The Parties have an obligation to bargain in good faith as directed by state law.
24

25 **Section 5.2. Consultation with Association.**

26 It is further agreed and understood that the District will consult with the Association and meet with the
27 Association upon its request in the formulation of any changes being considered in existing benefits,
28 policies, practices, and procedures directly related to work assignments of positions within the unit.
29

30 **Section 5.3. Consultation on Unspecified Working Conditions.**

31 It is further recognized that this Agreement does not alter the responsibility of either Party to meet with
32 the other Party to advise, discuss, or consult regarding matters concerning working conditions not
33 covered by this Agreement.
34

35 **Section 5.4. Consultation of Layoffs.**

36 In the event of anticipated layoff of classified employees in the bargaining unit subject to this
37 Agreement, the District will consult with the Association concerning the implementation of the
38 reduction in the work force. The Parties recognize that the impact of any layoff is a mandatory topic of
39 bargaining.
40

41
42 **ARTICLE VI**

43
44 **ASSOCIATION REPRESENTATION**

45
46 **Section 6.1. Labor Management Committee.**

47 The Association will designate a Labor Management Committee of two (2) that will meet with the
48 Superintendent of the District and their designated representatives at the request of either Party to

1 discuss appropriate matters. Others may attend without compensation; provided, however, that when
2 the Association's agenda for a specific meeting includes an issue involving a classification(s) not
3 otherwise represented, additional employee(s) may be included on a compensated basis. The purpose
4 of the meetings is to discuss issues arising in the day-to-day operation of the department. Prior meeting
5 notification will be provided when possible. Meetings will be held monthly, except by mutual
6 agreement of the Parties. If outside of their normal work time, employees will be paid up to a
7 maximum of one (1) hour of their regular pay rate. These meetings will not take the place of
8 negotiations. Each Party shall be responsible for taking their own notes. The Association may
9 distribute its notes to its members and post on Union bulletin boards.

11 **Section 6.2. Role and Responsibilities of Association Representatives.**

12 The Association representatives shall represent the Association and employees in meeting with
13 officials of the District to discuss appropriate matters of mutual interest. They may receive and
14 investigate to conclusion complaints or grievances of employees on District time and thereafter advise
15 employees of rights and procedures outlined in this Agreement and applicable regulations or directives
16 for resolving the grievances or complaints. They may not, however, continue to advise the employee
17 on courses of action after the employee has indicated that they do not desire to pursue a grievance.
18 This does not, however, preclude the Association's right to pursue the matter to conclusion. They may
19 consult with the District on complaints without a grievance being made by an individual employee.

21 **Section 6.3. Association Business During Work Hours.**

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

27 **Section 6.4. Association Meetings with District.**

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

35 **ARTICLE VII**

37 **HOURS OF WORK**

39 **Section 7.1. Involuntary Transferred to Higher Paid Classification.**

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

44 **Section 7.2. Temporarily Working in Lower Paid Classification.**

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

1 **Section 7.3. Temporarily Working in Higher Paid Classification.**

2 Any regular or full-time employee who is transferred temporarily from a lower classification to a
3 higher rate classification shall be paid at the higher rate from the time of assignment.
4

5 **Section 7.4. Work Schedule.**

6 The normal work schedule shall consist of five (5) consecutive workdays followed by two (2)
7 consecutive days of rest. In the event of changes in the work shift, each employee so affected shall be
8 notified of the change a minimum of one (1) week in advance, except in emergency circumstances.
9 Notification shall include designated times for beginning and ending of the shift. Where feasible, the
10 District shall endeavor to provide additional advance notice of changes in work shift for the
11 convenience of the employee.
12

13 Summer schedules and Home Visitor schedules may be adjusted by mutual consent between the
14 employee or group of employees and the District.
15

16 In assigning playground duty to available Para Educator staff, the District will make every effort to
17 distribute such duty on an equitable basis. In inclement weather, playground duty will normally be
18 limited to a maximum of forty-five (45) consecutive minutes, provided exceptions may be made in
19 unusual situations.
20

21 **Section 7.4.1. Additional Workdays.**

22 The District will add one (1) additional day of work to the classified employees work year; the
23 week before school, with the exception of Transportation staff whose additional day of work
24 will be scheduled within the first three (3) weeks before school starts. This additional workday
25 for Transportation staff shall be established and communicated before the end of the prior
26 school year. Employees may have the option of working or not working that day with the
27 exception of Transportation staff for whom the additional day will be mandatory. Those
28 employees who choose to work will be paid their regular hourly rate.
29

30 **Section 7.4.2. Early Dismissal / Late Start.**

31 Employees will work and receive pay for a full day on early dismissal or late start days except
32 when administrative staff is not in attendance. On early dismissal or late start days when
33 administrative staff is not in attendance, employees will be allowed to make up the time with
34 supervisor approval. Approval will not be consistently denied provided legitimate,
35 instructional-focused work can be identified as being available. The administrator may approve
36 make up time on an early dismissal or late start day even if they are not in attendance.
37 Employees may also use personal leave, pre-approved comp time, emergency leave, and leave
38 without pay if they do not desire to make up the time.
39

40 **Section 7.4.3. Emergency School Closure.**

41 In the event that it becomes necessary to close or delay the start of schools because of weather
42 or other emergency situations, employees will be notified through local radio stations and/or
43 other appropriate means, when possible, by 6:00 AM. Employees shall monitor established
44 channels of notification prior to coming to work on days when emergency situations should be
45 anticipated.
46

1 **Section 7.4.4. Passing Time Between Assignments.**

2 The schedules of Para Educators who perform thirty (30) minutes of playground duty will
3 provide five (5) minutes of prep time before their scheduled assignments. Para Educator
4 schedules will also include passing time to allow movement between assignments.
5

6 **Section 7.5. Modified Schedules.**

7 Mechanics classification shall have opportunity to work a modified work schedule year-round that
8 consists of four (4) days per week and ten (10) hours per day, subject to supervisor approval and
9 provided at least one (1) mechanic is working on all five (5) days of the regular work week (Monday –
10 Friday).
11

12 Subject to supervisor approval other regular full-time classified employees shall have the option to
13 work a modified schedule during the summer months and breaks when school is not in session.
14

15 **Section 7.5.1. Modified Schedules During School Breaks.**

16 The supervisor of Maintenance and Custodial classification employees determines that working
17 four (4) days per week and ten (10) hours per day is a practical option for winter, spring, or
18 summer break when school is not in session.
19

20 **Section 7.6. Make-up Time for Employees with Multiple Positions.**

21 Employees who are hired to work more than one (1) position in the District shall have the opportunity
22 to make-up time that is missed, if/when the District requires an employee to work during the hours of
23 the other position. This make-up time shall be mutually agreed upon between the supervisor(s) and the
24 employee, so it does not cause an undue hardship.
25

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

27
28 **Full-time Employees:** The work shift shall consist of eight (8) hours per day, plus one (1) hour
29 uninterrupted lunch period without pay. However, full-time Custodial, Maintenance and
30 Transportation employees will work eight (8) hours with a half (½) hour, or one (1) hour uninterrupted,
31 unpaid lunch period, subject to the approval of their supervisor.
32

33 Full-time employees working four (4) days per week, ten (10) hours per day, will have a half (½) hour,
34 or one (1) hour uninterrupted, unpaid period, subject to the approval of their supervisor.
35

36 **Regular Employees:** Regular employees working more than four (4) hours and less than eight (8)
37 hours per day shall be entitled to a half (½) hour uninterrupted lunch period without pay. Regular
38 employees who work eight (8) hours per day shall be entitled to the same optional lunch provision as
39 full-time employees, subject to the approval of their supervisor.
40

41 **All Employees:** A fifteen (15) minute uninterrupted rest period, with pay, shall be granted during each
42 three and a half (3½) hours of work.
43

44 In the assignment of overtime, the District agrees to provide the employee with as much advance
45 notice as practicable in the circumstances. Normally an employee designated to work overtime on days
46 outside the employee's normal workweek will be advised of the possibility no later than twenty-four
47 (24) hours prior to the end of the last shift before the overtime commences. Overtime assignments will
48 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 their lunch period, they will notify their 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, they have the right to be paid at time and a half (1½) 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 (1½) 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 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 consecutive day in excess of the employee's regular shift shall be compensated at the rate of twice the employee's current rate of pay.
- C. All hours worked on the seventh consecutive day shall be compensated at the rate of twice the employee's current rate of pay.
- D. Employees called back to work on a regular workday or called to work on the sixth or seventh 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.

1 **TRANSPORTATION PROVISIONS.**

2
3 **Section 7.9. Transportation Shifts.**

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

11
12 **Section 7.9.1. Annual Route Bidding.**

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

17
18 The District is authorized to implement a program of route packaging pursuant to which the
19 District can package or combine two (2) or more routes for bidding purposes. Packaged routes
20 are those designated as such by the District. Routes not packaged are subject to Section 7.9.4
21 [5].

22
23 **Section 7.9.2. Route Bidding Time of Year and Posting.**

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

33
34 **Section 7.9.3. Open / Vacant Routes.**

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

39
40 In the event that the vacancy is temporary, and the original Driver is entitled to return to their
41 position, the route(s) shall revert to the original assigned Driver(s) upon the return of the Driver
42 whose absence initiated the bidding procedure. The District will assign a substitute Driver to
43 fill an open position created as a result of any bidding procedure initiated as a result of a
44 qualifying temporary vacancy.

45
46 Newly created routes, projected to exist more than thirty (30) workdays, shall be subject to
47 bidding procedures in the same manner as routes declared open. In the event of the layoff or

1 termination of an established route or portion of route that would reduce a Driver's route by
2 fifteen (15) minutes or more, the route of a less senior person may be claimed.

3
4 **Section 7.9.4. Route Bidding Process.**

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

- 6
7 1. Drivers who have received the proper notification, and who fail to attend or exercise
8 bidding rights, forfeit such bidding rights, provided, however, that proxy may be
9 utilized.
- 10
11 2. Bidding shall be by seniority with the most senior Drivers selecting their choice of
12 routes and runs up to forty (40) hours per week.
- 13
14 3. The District Transportation Supervisor retains the right to assign Drivers to routes/runs
15 under unusual circumstances on a case-by-case basis, subject to consultation with the
16 Association. Any such assignment that violates the seniority bidding procedure requires,
17 upon request, a written explanation to the affected Driver(s) and the Association.
- 18
19 4. All routes, excluding extracurricular, shall be totaled to establish an average at the end
20 of the day.
- 21
22 5. In order to bid for an extra route (activity, midday, work experience, and any other route
23 that is not packaged), a Driver must bid for and drive a packaged route. This
24 requirement is continuing. However, a Driver may choose to bid for and drive extra
25 routes to total no less than four (4) hours per day (average basis) without being
26 obligated to bid a route package.
- 27
28 6. Bus Assistants will be paid the established drive time of the full route, not including
29 pre- and post-trip times.

30
31 **Section 7.9.5. Sub-Contracting Transportation Work.**

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

- 34
35 1. Post-season athletic events of fourteen (14) or fewer students
36 2. Any trip transporting nine (9) or fewer students using one (1) vehicle.
37 3. Senior post-graduation trip.

38
39 Except as provided for above, there shall be no subcontracting of trips during the term of this
40 Agreement, except when District Drivers and/or equipment are unavailable.

41
42 **Section 7.9.6. Report Time.**

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

1 **Section 7.9.7. Wait Time.**

2 The North Franklin School District will pay thirty (30) minutes wait/commute time for each
3 AM and PM route/run for Basin City Transportation Center Drivers dropping their buses off at
4 Connell bus garage. More time can be authorized in extreme situations at the discretion of the
5 District (highway closures, extreme weather, etc.).
6

7 Drivers will be assigned work for the period of time for which they are receiving pay.
8

9 **Section 7.9.8. Extra Trip Assignments.**

10 Extra trips will be posted as soon as known, up to a maximum of two (2) weeks in advance of
11 the trip. For each trip, Drivers will be notified and sign up electronically for a specific trip or
12 trips. A Driver will be assigned a maximum of three (3) trips per week, one of which must be a
13 Saturday or non-school day. Trips and regular routes cannot total more than forty-five (45)
14 hours. The top Driver on the rotation list who has signed up for a specific trip will be assigned
15 the trip, provided the length of the trip will not cause the Driver to exceed forty-five (45) hours
16 for the week, and the name shall pass to the bottom of the extra trip list. However, the Driver
17 may be off their bid route more than two (2) times per week and exceed forty-five (45) hours
18 per week for any overnight extracurricular trips. The assignment shall be made three (3) days
19 prior to the departure date, if practical. The Driver will not be dropped to the bottom of the
20 rotation list if their trip is cancelled. The District reserves the right to make final decisions in
21 assignment of extra trips under unusual circumstances.
22

23 **Section 7.9.9. Overnight Trips.**

24 Due to the safety of all concerned, on overnight trips Drivers shall have a room and be given
25 the opportunity to receive at least eight (8) hours of uninterrupted nighttime rest in a twenty-
26 four (24) hour period. Each Driver assigned to an overnight trip will have the right to their own
27 room, provided however, that two (2) Drivers of the same gender shall be required to share a
28 room. A Driver may have a single room provided; (a) the Driver pays the higher cost of a
29 single room; (b) the Driver notifies the District of their request a reasonable period in advance
30 of the trip; and (c) the requested private room is available.
31

32 **Section 7.9.10. Employee Personal Vehicle Use.**

33 The Parties will establish a "standard" mileage figure and "standard" travel time thirty (30)
34 minutes between work sites and a "primary work site" for each route. In the event that the
35 District does not provide transportation, reimbursement for supervisory-approved travel will be
36 made at the "standard" mileage calculated at the District's prevailing mileage rate. It is mutually
37 agreed and understood that nothing in this section implies a District obligation to compensate
38 an employee for travel to and from the employee's residence and the established primary work
39 site.
40

41 **Section 7.9.11. Requesting a Bus Assistant.**

42 Drivers with any children under an IEP plan shall be entitled to request a Bus Assistant. Upon
43 request of a Driver, the District shall evaluate the situation. Any denial of a requested assistant
44 shall be confirmed in writing to the Driver within a reasonable period of time.
45

46 **Section 7.9.12. Student Information.**

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

1 **Section 7.10. Job Share.**

2 An employee may request that their position be converted to job share status. If the District agrees to
3 job share the position, the other half (½) of the position will be offered to the current qualified
4 members of the bargaining unit. District approval may be made contingent upon identification of an
5 acceptable candidate for the other half (½) of the job. The job share request must be for a specified
6 duration at the conclusion of which the initiating employee and position will revert to non-job share
7 status and the other employee will revert back to their previous status, or in the case of a temporary
8 employee, they will be considered to be in layoff. All benefits will be prorated. If one-half (½) of the
9 position becomes available for any reason, the remaining employee and position may be required to
10 revert back to non-job share status.
11

12 **Section 7.11. Required Meeting Attendance.**

13 Employees will be paid as per Schedule A for time spent in attendance at District-required meetings.
14

15 **Section 7.12. Food Service.**

16 When an outside group uses a building and is allowed to use the kitchen, a Food Service employee will
17 be offered a total of a half hour (½) paid time, pre- and post-event, to walk through the kitchen to
18 insure compliance with the District kitchen-use policy. Shall no Food Service employees be available
19 then a substitute shall be utilized.
20

21 **Section 7.13. Employee Schedules.**

22 Employees in the Educational Assistant classification shall be provided a written schedule which shall
23 include start time, break, lunch, supervision duties, end of workday, and will factor in consideration for
24 walking time between assignments by September 30 of each school year, or within thirty (30)
25 workdays of hire. The schedule may be adjusted throughout the year at the discretion of the supervisor
26 and an updated schedule will be provided to the employee.
27

28 **Section 7.14. Para Educator Prep Time.**

29 Para Educators shall have a total of two (2) hours per month included in their schedule for the
30 following:
31

- 32 A. Review curriculum assigned by certificated staff to teach students.
- 33 B. Prepare for student instruction assigned by certificated staff.
- 34 C. Review changes in student education plans.
35

36 Due to the additional responsibilities and complexities of the programs served, Para Educators
37 assigned to a Resource Room, Life Skills Room, bilingual assignment, or migrant assignment will
38 receive up to an additional two (2) hours per month (total up to four [4] hours per month) for planning
39 time. Para Educators will schedule and coordinate the additional prep time with their direct supervisor.
40 Prep time scheduled outside of the regular work hours will be time sheeted.
41
42
43
44
45
46
47
48

ARTICLE VIII

HOLIDAYS AND VACATIONS

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 | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve |
| 7. Labor Day | |

Section 8.1.2. Unpaid Faith or Conscience.

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 an unpaid leave of absence shall be eligible for pay for such unworked holiday.

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.

Section 8.1.7. Day Before Thanksgiving Holiday.

On the day before Thanksgiving, if an early release is scheduled, employees whose regularly scheduled shift is five (5) or more hours in length, will be permitted to end their shift after five (5) hours without loss in pay. This subsection does not apply to Transportation staff. Drivers will be allowed to leave when they have returned to the bus garage. Mechanics and office staff shall be eligible to leave early on another date as agreed upon between the supervisor and employee.

Section 8.2. Vacations.

Full-time classified employees earn vacation time without loss of pay as follows:

- 0-4 years completed of District service = 10 days of vacation
- 5-14 years completed of District service = 15 days of vacation
- 15-19 years completed of District service = 20 days of vacation
- 20+ years completed of District service = 25 days of vacation

For vacation earning purposes, “completed years of District service” will be based upon the anniversary of the employee’s start date.

Section 8.2.1. Vacation Use.

Vacations shall be scheduled at the request of the employee unless such vacation would disrupt the normal operations of the school. The normal period during which vacations will be granted is from one (1) week following the completion of the school term until one (1) week before the beginning of the following school term. Exceptions may be made on a case-by-case basis. When an employee has been unable to utilize all of their accrued vacation prior to the end of the school year (August 31), either because of disruption to school operations or other District-caused reasons, unused vacation may be carried over until December 31 of the following school year; provided, however, that with supervisor approval, an employee may carry over up to five (5) days until August 31 of that school year.

Section 8.2.2. Vacation Eligibility and Deposit.

Any full-time employee who has worked for the District for more than six (6) months shall be eligible for paid vacation. Eleven (11) or more workdays in the month of hire shall constitute a full month for purposes of vacation calculation. Vacation for eligible, first year, full-time employees shall be calculated as follows: months worked divided by twelve (12) months multiplied by ten (10) days, equals vacation credit. Earned vacation will be deposited into the employee’s vacation bank on September 1 of each year. Any newly hired employee who has worked for the District for more than six (6) months may request their earned vacation be deposited prior to the September 1 date.

Section 8.2.3. Separation from Employment.

Full-time classified employees who have worked more than six (6) months with the District and who separate from employment shall receive their earned vacation credit on a prorated basis as in Section 8.2.2. Employees shall receive payment for no more than two hundred forty (240) hours of accrued vacation with their final paycheck.

Section 8.2.4. Vacation Cash-Out.

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

Section 8.2.5. Regular, Classified Employees Moving to a Full-Time Position.

Shall a less than full-time employee take a full-time position, all hours worked as a regular, classified employee 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. Verification of Illness.

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. Maternity / Paternity Leave.

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 eighty (180) days.

Section 9.5. Family Leave.

Staff members shall 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 9.5.1. Paid Family and Medical Leave Act (PFML).

1. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their discretion and any award is subject to the state's eligibility rules, not the employer's. Any PFML leave awarded shall be used concurrently with FMLA eligibility unless regulations specify otherwise. Employees will coordinate the duration of paid and/or unpaid leaves (e.g., PFML, sick leave, personal leave, etc.) with the Payroll Department.
2. When possible, employees must provide at least thirty (30) calendar days written notice for foreseeable leaves for parental leave and planned medical treatment.
3. Employees may choose, upon request, for supplemental benefit of payments that would make up the difference between their regular wage and the benefit paid by PFML. Employees wishing to do so must communicate with payroll prior to taking such leave and adhere to all payroll documentation requirements and deadlines. Under no circumstance shall an employee be paid greater than their current salary amount.

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 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 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 year's 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. Return from Leave of Absence.

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 layoff 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.

Section 9.11. Rights Retained During Leave of Absence.

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

Section 9.12. Personal Leave.

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

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

Section 9.13. Sick Leave Sharing.

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

Section 9.14. Leave Without Pay.

It is the expectation of the District that all employees will work their contracted workdays within a work calendar unless they are absent on an approved leave. For extraordinary circumstances, or in the case of illness or the care of an immediate family member, employees may request time off without pay when all other available leave has been exhausted.

A. Leave without pay will be granted only upon Superintendent approval.

- 1
- 2 B. Requests for unpaid leave shall be submitted in writing to the employee's immediate supervisor
- 3 and Superintendent at least two (2) weeks in advance.
- 4
- 5 C. In the case of illness or immediate family care where two (2) weeks' notice is not practical, the
- 6 employee must get verbal approval. The District may choose to ask for verification of
- 7 illness/family care.
- 8
- 9 D. If leave without pay is denied, the employee must report for their scheduled workdays.
- 10

11

12 **ARTICLE X**

13

14 **PROBATIONARY PERIOD AND SENIORITY**

15

16 **Section 10.1. Probation.**

17 Each new hire in a two hundred sixty (260)-day position shall remain in a probationary status for a

18 period of not more than one hundred eighty (180) workdays following the hiring date. Employees hired

19 into positions with a shorter scheduled work year shall remain in a probationary status for a period of

20 not more than ninety (90) workdays. During this probationary period, the District may discharge such

21 employees at its discretion.

22

23 **Section 10.2. Completion of Probation.**

24 Upon completion of the probationary period, the employee will be subject to all rights and duties

25 contained in this Agreement retroactive to their hire date.

26

27 **Section 10.3. Establishment and Validation of Seniority.**

28 Seniority shall be established as of the date the employee began continuous daily employment as a

29 regular employee. The District shall provide a District-wide seniority list by the first of November of

30 each year. The Association will note discrepancies, validate, and return the validated list to the District

31 by the first of December. Upon mutual agreement the list shall be certified by the District and the

32 Association. No changes shall be made, with the exception of typographical errors or omissions, until

33 the next year.

34

35 **Section 10.4. Loss of Seniority.**

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

37

- 38 A. Resignation.
- 39 B. Discharge for any reason contained in this Agreement.
- 40 C. Retirement.
- 41 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 42

43 **Section 10.5. Retention of Seniority.**

44 Seniority rights shall not be lost, nor shall further seniority accrue during the time periods specified

45 below for the following reasons, without limitation:

46

- 47 A. Time lost by reason of industrial accident, industrial illness, or jury duty, not to exceed
- 48 one (1) year.

- 1
- 2 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 3 United States.
- 4
- 5 C. Time spent on other authorized leaves of absence, not to exceed one (1) year.
- 6
- 7 D. Time spent in layoff status, as herein provided.
- 8

9 **Section 10.6. General Job Classifications for Seniority Rights.**

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

13

14 **Section 10.7. Seniority Rights Defined.**

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

22

23 **Section 10.7.1. Bilingual Para Educator Positions.**

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

27

28 **Section 10.7.2. Driver Trainer Positions.**

29 The District reserves the right to maintain more than one (1) Driver Trainer position. Training
30 duties will be assigned by the Transportation Supervisor provided the senior Driver Trainer will
31 not be assigned the lesser total hours (Driver hours and Trainer hours) unless scheduling
32 constraints make this impracticable. Driver Trainer hours shall be averaged for FTE purposes
33 based on the last two (2) years.

34

35 **Section 10.8. Changing General Job Classifications.**

36 An employee who changes job classifications within the bargaining unit shall retain his hire date in the
37 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
38 date and a new classification.

39

40 **Section 10.9. Determination of Seniority.**

41 Seniority shall be determined in the following manner: Hire date shall be given first consideration.
42 Seniority for those employees with the same hire date shall be determined by the application date.
43 Seniority for those employees who have the same hire date and application date shall be determined by
44 lot. Applications shall be retained for one (1) year, and this section applies to hires after September 1,
45 1988.

46

1 **Section 10.10. Layoff.**

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

7
8 Regular, classified employees receiving notices of intent not to rehire for the following school year, for
9 other than performance-related reasons, shall be considered on layoff status.

10
11 The District shall send a certified letter or obtain the signature and date of an employee being offered
12 reemployment. If an employee on layoff status rejects an offer of reemployment or fails to respond
13 within ten (10) calendar days of the date of the offer, they forfeit seniority and all other accrued
14 benefits, including reemployment rights, provided that such employee is offered a position
15 substantially equal in salary, benefits, and general working conditions.

16
17 Employees on layoff status shall file their phone number, email address (if available), and regular mail
18 address in writing with the District, and thereafter promptly advise the District in writing of any
19 changes.

20
21 **Section 10.11. Job Postings.**

22 The District shall post in each building (all schools, both bus garages and the Custodial and
23 Maintenance Department) the availability of an open position(s) five (5) workdays prior to a meeting
24 of the interested/eligible employees. Meetings called pursuant to Section 10.11 will not be held on half
25 (½) days or on the day prior to a holiday. The position will be filled from that group, and any new
26 opening(s) created as a result of filling the initial opening will be solicited and filled from the
27 assembled group pending supervisor approval. If no existing/eligible employee wishes to accept the
28 vacant position, the District shall publicize by written notice the availability of the open position(s) for
29 an additional five (5) calendar days prior to employment.

30
31 Announcements of open positions which become known during the summer months will be mailed to
32 all employees in the classification who have expressed interest in the open positions. All positions will
33 be posted via the website. Expression of interest will be in writing and submitted to the Superintendent
34 no later than the end of the school year.

35
36 All position announcements will be mailed to the Association President and the Classification
37 Representative. A list of Classification Representatives will be provided to the District office.

38
39 **Section 10.12. Increase in Work Hours.**

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

43
44 Changes in working hours of overflow Para Educators, migrant influx Para Educators, temporary
45 employees, and Drivers are exempt from the provisions of Section 10.12.

1 **Section 10.13. RIF / Layoff Bumping Process.**

2 All bumping to avoid layoff is subject to the seniority bypass provisions of Section 10.7 above. The
3 RIF/Layoff Bumping Process will be as follows:
4

5 **Minimal Displacement Bumping Process:**

- 6 A. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the senior
7 employee is qualified.
8
- 9 B. In the exercise of seniority rights (bumping), an employee cannot increase their regularly
10 scheduled daily hours of work by more than thirty (30) minutes.
11
- 12 C. In the event that a senior employee's position is eliminated in connection with a layoff, they
13 will not have any right to displace (bump) a junior employee if the District can place the
14 senior employee in an available position that is substantially similar in salary, benefits and
15 general working conditions.
16
- 17 D. In the event that a senior employee's position is eliminated in connection with a layoff and
18 the District cannot place the employee in an available position, the senior employee will
19 have the right to exercise their seniority rights through (bumping) into a position that is
20 substantially similar in salary, benefits and general working conditions.
21
- 22 E. The process will begin with the most senior employee that is displaced having the option to
23 choose a position that is less senior. Only the employees that are displaced by position
24 elimination or are bumped by a senior employee will have the option to exercise their
25 seniority rights (bumping). Employees not affected by a bump will retain their current
26 position.
27
- 28 F. Employees who are currently in bilingual-required positions will follow the same process
29 outlined above but will only be able to bump into bilingual-required less senior positions. In
30 the event there are no bilingual-required positions available, the employee will have the
31 right to bump into a non-bilingual position.
32

33 **Section 10.14. Reduction in Hours-Bumping Process.**

34 In the event the District reduces an employee's hours of work by more than sixty (60) minutes of
35 regular daily assigned time, the impacted employee shall have bumping rights as provided for in
36 Section 10.13 above.
37

38 **ARTICLE XI**

39 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

40
41 **Section 11.1. Progressive Discipline for Just Cause.**

42 The District may discipline or discharge any employee subject to this Agreement for justifiable cause.
43 The issue of justifiable cause shall be resolved in accordance with Article XV herein. The District will
44 follow a policy of progressive discipline, which generally shall employ the steps of verbal warning,
45 written reprimand, suspension, and termination; provided however, that in the case of serious
46
47

misconduct, progressive discipline steps may be omitted; and that in any event, the discipline shall be appropriate to the nature and seriousness of the misconduct in question.

Section 11.2. Notification to Non-Annual Employees.

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

Section 11.2.1.

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

Section 11.2.2.

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

Section 11.2.3.

Nothing contained herein shall in any regard limit the operation of other sections of this article.

ARTICLE XII

INSURANCE

Section 12.1. SEBB Insurance.

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

Section 12.2. Benefits Provided by SEBB.

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.

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

3
4 **Section 12.3. Enrollment Period.**

5 The open enrollment period and regulations shall be defined by state law and the School Employees
6 Benefits Board (SEBB).

- 7
8 A. Once open enrollment is completed, no insurance options may be added or deleted during the
9 contract year except for reasons associated with family status changes.
- 10
11 B. Employee(s) filling new positions and hired after September 1 may elect insurance coverages
12 from the plans available during timelines set by SEBB.
- 13
14 C. New (current year) employees shall receive the state allocation to apply towards their SEBB
15 selections.
- 16
17 D. If an employee fails to enroll within the open enrollment period, the employee will be placed
18 on the default medical, dental, and vision plans as determined by SEBB.

19
20 **Section 12.4.**

21 The Parties agree to abide by all state laws relating to School District employees' benefits (RCW
22 28A.400.275 [1]).

23
24
25 **ARTICLE XIII**

26
27 **IN-SERVICE / TRAINING**

28
29 **Section 13.1. In-Service.**

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

- 32
33 1. A need must be demonstrated.
- 34
35 2. Representatives from employee groups will meet with a Program Administrator and Resource
36 Personnel designated by the Administrator during February each year to evaluate in-service
37 needs and to develop a plan and budget for in-service. For purposes of this article, employee
38 groups are in accordance with Schedule A.
- 39
40 3. The plans and level of funding are subject to review and change by the Superintendent.
- 41
42 4. Employees who attend workshops during regular school working hours, or who attend District
43 scheduled workshops with supervisor's approval, shall be paid their current wage.

44
45 **Section 13.2. Staff Development (Non-Mandatory).**

46 The District will allot a minimum of six thousand dollars (\$6,000) each contract year for staff
47 development. If this money is not exhausted in full, it will be rolled over and added to the allotment for
48 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. Secretary Training.

Upon the request of the Secretary classification, the District shall provide at least half a day (½) of technology training each year.

Section 13.2.2. New Employee Training and Assigned Mentors.

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 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. Para Educator Training.

Para Educators 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 online 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. Para Educator 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 employees who work under the supervision of a certificated or licensed staff member from grades kindergarten to grade twelve (12) to support and assist in providing instructional and other services to students and their families. All Para Educators in the bargaining unit are subject to this certification.

District Responsibilities:

1. Provide 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 Para Educators when trainings will be offered.

Para Educator 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. Para Educators 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 Para Educator 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.	\$0.30/hour
Subject Matter/Advanced Cert.	\$0.30/hour
Certificate enhancements are cumulative.	

Section 13.5. Training for Para Educators on New Curriculum Adoption.

The District shall make every effort to provide training to Para Educators 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 (1) 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 (1) 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. Association Membership.

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 Public School Employees of Washington/SEIU Local 1948 (PSE) President and 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, if available, the employee's name; date of hire; the employee's contact information, including cellular, home, and work telephone numbers; work and the most up-to-date personal email addresses; home address or personal mailing address; and employment information, including the employee's job title, salary or rate of pay, and work site location or duty station.

1 **Section 4.1.2. Employee Information 120 Business Days.**

2 The District will notify Public School Employees of Washington/SEIU Local 1948 (PSE)
3 (membership@pseofwa.org) and the Chapter President on the first week of November and the
4 first week of April an electronic file (in Excel or Google Sheets) a listing of all bargaining unit
5 employees with the following listed information, if available, of all employees in the
6 bargaining unit: Employee's name; date of hire; the employee's contact information, including
7 cellular, home, and work telephone numbers; work and the most up-to-date personal email
8 addresses; home address or personal mailing address; and Employment information including
9 the employee's job title, salary or rate of pay, and work site location or duty station.

10
11 **Section 14.2. Membership Authorization.**

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

17
18 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and
19 safekeeping of those records.

20
21 **Section 14.3. Dues Remittance.**

22 The District agrees to submit monthly dues remittance from the gross pay of all work performed under
23 the terms of the Collective Bargaining Agreement. Dues remittance will be submitted via Automated
24 Clearing House (ACH) monthly; and will submit electronically a report monthly along with its
25 remittance of dues identifying each employee by name, gross wages received for that month and dues
26 amount remitted. Public School Employees of Washington/SEIU Local 1948 shall be the only Party to
27 provide authorization to the District to stop dues remittance.

28
29 **Section 14.4. Political Action Committee.**

30 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
31 deduct from the pay of such bargaining unit employee the amount of contribution the employee
32 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association
33 on a check separate from the dues transmittal check. Section 14.5 of the Collective Bargaining
34 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
35 annually, the employee shall be notified by the Public School Employees of Washington/SEIU Local
36 1948 (PSE) State Office about the right to revoke the request and the employee's rights regarding
37 payroll deductions pursuant to WAC 390-17-110.

38
39 **Section 14.5. Checkoff.**

40 The District shall deduct Public School Employees of Washington/SEIU Local 1948 (PSE) dues or
41 voluntary political contributions from the pay of any employee who authorizes such deductions in
42 writing pursuant to RCW 41.56.110. PSE will be the custodian of the records related to dues
43 authorizations and will provide the District with a copy of such written authorizations. PSE agrees that,
44 as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of
45 those records The District shall transmit all such funds deducted to the Treasurer of the Public School
46 Employees of Washington/SEIU Local 1948 on a monthly basis. The Association will refund to the
47 District any amounts paid to it in error. The Association agrees to defend and hold harmless the

District against any legal action brought against the District in reference to the Association dues deduction.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

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

Section 15.2. Grievance Steps.

Section 15.2.1. STEP I. – Informal Immediate Supervisor.

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

Section 15.2.2. STEP II. – Written Immediate Supervisor.

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

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

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

Section 15.2.3. STEP III. – Superintendent or Designee.

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

1 **Section 15.2.4. STEP IV. – School Board.**

2 If no settlement has been reached within the ten (10) workdays referred to in the preceding
3 subsection, and the Association believes the grievance to be valid, a written statement of
4 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.
5 After such submission, the Parties will have thirty (30) workdays from submission of the
6 written statement of grievance to resolve it by indicating on the statement of grievance the
7 disposition. If an agreeable disposition is made, all Parties to the grievance shall sign it. The
8 Board of Directors reserves the right to summon the employee for an oral statement of the
9 grievance. The employee reserves the right to appear before the Board of Directors to explain
10 the grievance. At any appearance before the Board of Directors, the employee may be
11 accompanied by an Association representative or designee. The Board also reserves the right to
12 waive hearing the grievance, if it so desires, in which case the grievance shall proceed to
13 binding arbitration.
14

15 **Section 15.2.5. STEP V. – Arbitration.**

16 If no settlement has been reached within the thirty (30) workdays referred to in the preceding
17 subsection, the grievant may, within five (5) workdays of the expiration of the thirty (30)
18 workday period, request in writing that the Association submit the grievance to arbitration. If
19 the Association determines that the grievance involves the misapplication of any of the
20 provisions of this Agreement, it may, upon vote of the membership, by written notice to the
21 Superintendent, within fifteen (15) workdays after the receipt of the request from the aggrieved
22 person, submit the grievance to binding arbitration. If any question arises as to arbitrability,
23 such question will first be ruled upon by the arbitrator selected to hear the dispute.
24

25 Within ten (10) workdays after written notice of submission to arbitration, the Superintendent
26 or designee and the Association will attempt to agree on a mutually acceptable arbitrator and to
27 obtain a commitment from such arbitrator to serve. If the Parties are unable to agree upon an
28 arbitrator or to obtain such a commitment within the ten (10) workday period, a mutual request
29 for a list of arbitrators shall be made to the American Arbitration Association. The Parties will
30 be bound by the Voluntary Rules and Procedures of the American Arbitration Association for
31 the selection. After selection of the arbitrator, the Expedited Labor Arbitration Rules shall
32 apply.
33

34 Neither Party shall be permitted to assert in the arbitration proceedings any evidence which was
35 not submitted to the other Party before the completion of the Board level meetings.
36 The decision of the arbitrator will be submitted to the Board and the Association and will be
37 final and binding upon the Parties.
38

39 The costs for the services of the arbitrator, including per diem expenses, travel, subsistence
40 expenses and the cost of any hearing room, will be borne equally by the Board and the
41 Association. All other costs will be borne by the Party incurring them.
42

43 **Section 15.3. Grievance and Arbitration Discussions.**

44 The grievance or arbitration discussions shall take place whenever possible on school time. The
45 employer shall not discriminate against any individual employee or the Association for taking action
46 under this article.
47

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

2 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The
3 arbitrator shall confine the inquiry and decision to the specific area of the Agreement as cited in the
4 Grievance Form. The arbitrator shall not substitute their own knowledge for the expressed provisions
5 of the contract under question.
6
7

8 **ARTICLE XVI**

9
10 **TRANSFER OF PREVIOUS EXPERIENCE**
11

12 **Section 16.1. Experience Transfer from Washington Schools.**

13 Any newly hired employee who has previous experience with any school district in the State of
14 Washington, and who is hired to perform work similar to that in which they were previously engaged,
15 shall be given credits for years of service experience in the District in accordance with this article.
16

17 **Section 16.2. New Employee Salary Placement.**

18 All new employees will begin on Step I of the salary schedule and be placed in a probationary period
19 of ninety (90) workdays. New or rehired employees may be granted experience step placement on the
20 salary schedule for comparable experience prior to employment in the North Franklin School District
21 upon completion of the ninety (90) workday probationary period. Experience transferred between
22 school districts is subject to the provisions of state law.
23

24 Experience steps so granted are subject to consultation with the Association. Other adjustments in
25 wages, including experience steps for existing employees, are subject to negotiations with the
26 Association and shall be accomplished only after written agreement between the Parties.
27

28 **Section 16.3. Applicability of Transferred Experience Credit.**

29 The experience credit so transferred shall be applicable to all benefits herein except the seniority
30 provisions of Article X.
31

32 **Section 16.3.1. Salary Placement for Employees Changing Classifications.**

33 Employees who change classifications (i.e., Para Educator to Secretary) will be placed at the
34 step closest to their pay in the previous position without taking a loss in pay. Employees who
35 choose to move from a higher-paying classification to a lower-paying classification (i.e.,
36 Secretary to Para Educator) will be paid at the step closest to their pay in the previous position,
37 which could result in a loss of pay.
38

39 Employees who change to a higher-paying position within the same classification may be
40 granted experience step placement on the salary schedule for comparable experience in their
41 prior position. Experience steps so granted are subject to consultation with the Association.
42 Employees who choose to move from a higher-paying position to a lower-paying position
43 within the same classification will be paid at the step closest to their pay in the previous
44 position, which could result in loss of pay.
45

46 Loyalty pay incentive shall still be applicable based on years of service within the District.
47
48

ARTICLE XVII

SALARIES

Section 17.1. Wage Agreement.

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.

A. For the 2024-2025 School Year:

- a. All positions on Schedule A shall receive 4% inclusive of IPD.
- b. Life Skills, one on one Para Educators shall receive an additional \$ 0.50 per hour.

B. For the 2025-2026 School Year:

- a. All positions on Schedule A shall receive 4% or IPD if higher.

C. For the 2026-2027 School Year:

- a. All positions on Schedule A shall receive 4% or IPD if higher.

Section 17.2. Increments.

Incremental steps shall be effective on September 1.

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

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

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

Section 17.3. Credit Union Payroll Deductions.

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

Section 17.4. Impact of Legislation.

Should any of the above-referenced laws be altered through legislative action or judicial action in such a way as to allow increased compensation to the classified employees, then upon request by the Association, the District shall reopen negotiations upon the affected terms. Should any change in the proper interpretation or application of state law or regulations result from legislative action or unappealed orders of courts of competent jurisdiction, the District and Public School Employees of North Franklin agree to implement such meaning as may result. Should funding thereby be made available, which could lawfully be applied to wages or fringe benefits, the Parties agree to meet and open negotiations when such action is requested within thirty (30) calendar days of the time of first knowledge of such action-altering conditions.

Section 17.5. Payment Schedule.

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

Section 17.6. Staff Assistance Program.

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

Section 17.7. Loyalty Pay Incentive.

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

Section 17.8. Electronic Deposit.

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

Section 17.9. Supervision of Athletic Events.

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

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

Section 17.10. Payment for Required License Renewals.

The District will pay for renewals that are required for the following: Food Handler's Permit, SLPA Recertification, Pesticide License, CDL renewal fee and required endorsements, and any other required license for all positions.

ARTICLE XVIII

EVALUATIONS

Section 18.1. Evaluations.

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

ARTICLE XIX

TERM

Section 19.1. Term of Agreement.

The term of this Agreement shall be from September 1, 2024, to August 31, 2027.

Section 19.2.

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

Section 19.3. Reopening and Modification of Agreement.

This Agreement may be reopened and modified at any time during its term upon mutual consent of both Parties. This Agreement shall be reopened whenever necessary to address the impact of legislatively-mandated changes. 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 #105

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

DATE: June 14, 2024

NORTH FRANKLIN SCHOOL DISTRICT #51

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

DATE: June 14, 2024

SCHEDULE A 24-25

	WAGE RATES EFFECTIVE SEPT. 1, 2024				LOYALTY PAY INCENTIVE SECTION 17.7.				
4.00%					+\$0.40	+\$0.40	+\$0.40	+\$0.40	+\$0.40
CLASSIFICATION / JOB TITLE	1	2	3	5	10	15	20	25	30
<u>Computer Network Specialist</u>	\$26.95	\$28.97	\$31.35	\$31.65	\$32.05	\$32.45	\$32.85	\$33.25	\$33.65
<u>Accounting Specialist</u>	\$25.56	\$27.33	\$29.26	\$29.55	\$29.95	\$30.35	\$30.75	\$31.15	\$31.55
<u>Secretarial</u>									
Secretary	\$20.12	\$21.87	\$23.57	\$23.85	\$24.25	\$24.65	\$25.05	\$25.45	\$25.85
Personnel Secretary P/R Asst	\$23.38	\$25.30	\$27.21	\$27.52	\$27.92	\$28.32	\$28.72	\$29.12	\$29.52
Assistant to the Director	\$23.88	\$25.80	\$27.73	\$28.02	\$28.42	\$28.82	\$29.22	\$29.62	\$30.02
<u>Educational Assistant</u>									
Student Behavior Monitor	\$17.02	\$18.13	\$19.72	\$20.01	\$20.41	\$20.81	\$21.21	\$21.61	\$22.01
Para Educator	\$19.35	\$20.62	\$22.25	\$22.55	\$22.95	\$23.35	\$23.75	\$24.15	\$24.55
Para Educator-Life Skills, 1 on 1	\$19.85	\$21.12	\$22.75	\$23.05	\$23.45	\$23.85	\$24.25	\$24.65	\$25.05
Family Lit Educator	\$18.28	\$19.68	\$21.35	\$21.65	\$22.05	\$22.45	\$22.85	\$23.25	\$23.65
Home Visitor	\$18.55	\$20.27	\$21.83	\$22.12	\$22.52	\$22.92	\$23.32	\$23.72	\$24.12
Sped Intervention Specialist	\$21.24	\$22.53	\$24.11	\$24.41	\$24.81	\$25.21	\$25.61	\$26.01	\$26.41
Dropout Prevention Specialist	\$21.24	\$22.53	\$24.11	\$24.41	\$24.81	\$25.21	\$25.61	\$26.01	\$26.41
Special Education - ASL Tutor	\$21.24	\$22.53	\$24.11	\$24.41	\$24.81	\$25.21	\$25.61	\$26.01	\$26.41
Brailist (not certified)	\$22.64	\$23.90	\$25.51	\$25.79	\$26.19	\$26.59	\$26.99	\$27.39	\$27.79
Brailist (certified)	\$25.77	\$27.05	\$28.67	\$28.98	\$29.38	\$29.78	\$30.18	\$30.58	\$30.98
Speech Language Path Asst	\$25.77	\$27.05	\$28.67	\$28.98	\$29.38	\$29.78	\$30.18	\$30.58	\$30.98
Physical Therapy Assistant	\$25.77	\$27.05	\$28.67	\$28.98	\$29.38	\$29.78	\$30.18	\$30.58	\$30.98
<u>Food Service</u>									
Cook's Assistant	\$17.02	\$17.67	\$19.72	\$20.01	\$20.41	\$20.81	\$21.21	\$21.61	\$22.01
Cook	\$18.13	\$19.45	\$21.28	\$21.58	\$21.98	\$22.38	\$22.78	\$23.18	\$23.58
Department Clerk	\$18.13	\$19.64	\$21.36	\$21.66	\$22.06	\$22.46	\$22.86	\$23.26	\$23.66
<u>Custodian</u>	\$21.24	\$22.91	\$24.60	\$24.89	\$25.29	\$25.69	\$26.09	\$26.49	\$26.89
<u>Maintenance</u>									
Maint./Grounds Assistant	\$22.27	\$23.84	\$25.26	\$25.54	\$25.94	\$26.34	\$26.74	\$27.14	\$27.54
Maint./Grounds	\$24.11	\$25.74	\$27.21	\$27.54	\$27.94	\$28.34	\$28.74	\$29.14	\$29.54
Maint./Bldg. Lead	\$27.05	\$28.78	\$30.41	\$30.75	\$31.15	\$31.55	\$31.95	\$32.35	\$32.75
Maint./Grounds Lead	\$27.05	\$28.78	\$30.41	\$30.75	\$31.15	\$31.55	\$31.95	\$32.35	\$32.75
Maint./Electrician Lead	\$29.96	\$31.78	\$33.81	\$34.13	\$34.53	\$34.93	\$35.33	\$35.73	\$36.13
<u>Mechanic</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.40	\$0.80	\$1.20	\$1.60	\$2.00
Mechanics Assistant	\$26.47	\$28.18	\$29.94	\$30.22	\$30.62	\$31.02	\$31.42	\$31.82	\$32.22
Lead Mechanic/Shop	\$30.02	\$32.33	\$34.28	\$35.94	\$36.34	\$36.74	\$37.14	\$37.54	\$37.94
<u>Transportation</u>									
Bus Assistant	\$18.00	\$19.30	\$20.88	\$21.18	\$21.58	\$21.98	\$22.38	\$22.78	\$23.18
Driver	\$23.64	\$26.14	\$26.35	\$26.66	\$27.06	\$27.46	\$27.86	\$28.26	\$28.66
Driver Trainer			\$27.04	\$27.32	\$27.72	\$28.12	\$28.52	\$28.92	\$29.32
*When rates on this Schedule is below minimum wage, the wage rate shall be adjusted to the WA State minimum wage.									