

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FERNDAL SCHOOL DISTRICT #502

AND

PUBLIC SCHOOL EMPLOYEES OF FERNDAL #809

SEPTEMBER 1, 2022 - AUGUST 31, 2025



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

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

P R E A M B L E

This Agreement is made and entered into between Ferndale School District Number 502 (hereinafter "District") and Public School Employees of Ferndale, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

Descriptions of positions subject to this Agreement are attached hereto for information purposes only. If the District elects to change the position descriptions, the unit president will be advised and his/her Collective Bargaining Agreement (2022-2025)
Ferndale Chapter #809 and the
Ferndale School District #502



1 response considered prior to attaching the new position descriptions(s) to the Agreement. Creation of
2 new position(s) not listed within the present classifications as shown on Schedule A, shall require
3 reopening of this Agreement with respect to salaries for such position(s).
4

5 **Section 1.3.**

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

15 **RIGHTS OF THE EMPLOYER**
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17

18 **Section 2.1.**

19 It is agreed that the customary and usual rights, powers, functions, and authority of management are
20 vested in management officials of the District. Included in these rights in accordance with and subject
21 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
22 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
23 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
24 release employees from duties because of lack of funds or for other legitimate reasons. The District
25 shall retain the right to maintain efficiency of the District operation by determining the methods, the
26 means, and the personnel by which operations undertaken by the employees in the unit are to be
27 conducted.
28

29 **Section 2.2.**

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

38 **RIGHTS OF EMPLOYEES**
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40

41 **Section 3.1.**

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

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

3
4 **Section 3.2.**

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

8
9 **Section 3.3.**

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

12
13 **Section 3.4.**

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

21
22 **Section 3.5.**

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

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

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

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

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

Section 3.6.

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

Section 3.7. Job Descriptions.

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

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

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

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

Section 4.3:

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



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

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

8
9 **Section 4.4.**

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

13
14 **Section 4.5.**

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

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19
20 **ARTICLE V**

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22 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

23
24 **Section 5.1.**

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

29
30 **Section 5.2.**

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

34
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36 **ARTICLE VI**

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38 **ASSOCIATION REPRESENTATION**

39
40 **Section 6.1.**

41 The Association will designate a Labor Management Committee of not less than three (3) members
42 who will meet with the Superintendent of the District and/or the Superintendent's designated
43 representatives on a mutually agreeable basis to discuss appropriate matters.

44
45 **Section 6.2.**

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

1 **Section 6.3. Union Representative Leave.**

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

7
8
9
10 **ARTICLE VII**

11
12 **HOURS OF WORK**

13
14 **Section 7.1.**

15 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
16 two (2) consecutive days of rest, Saturday and Sunday. The District shall establish work shifts with
17 designated times of beginning and ending. Each shift shall include adequate time to perform assigned
18 duties, including fifty (50) minutes per week, for checking email or updating sub plans. An employee
19 who does not believe they are receiving adequate time for performance of their duties may request a
20 review of their schedule by their immediate supervisor or principal's designee.

21
22 **Section 7.2. Break Times.**

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

- 25
26
 - Less than four (4) hours – no break, no lunch;
 - 27 • Four (4) hours – fifteen (15) minute break, no lunch;
 - 28 • Four hours and one minute to seven hours and fifty-nine minutes (4:01 to 7:59) – thirty (30)
 - 29 minute lunch, and one (1) fifteen (15) minute break;
 - 30 • Eight (8) hours – thirty (30) minute lunch and two (2) fifteen (15) minute breaks.

31
32 Breaks and lunch times may not be waived and it is the responsibility of the supervisor to make certain
33 that breaks and lunches are specified on each schedule. For more information employees should
34 consult the regulations and requirements of Labor & Industries: [https://lni.wa.gov/workers-](https://lni.wa.gov/workers-rights/workplace-policies/rest-breaks-meal-periods-and-schedules)
35 [rights/workplace-policies/rest-breaks-meal-periods-and-schedules](https://lni.wa.gov/workers-rights/workplace-policies/rest-breaks-meal-periods-and-schedules).

36
37 **Section 7.3.**

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

42
43 Each employee's tentative schedule will be given to them the day before the first day of school. If an
44 employee starts during the year, their tentative schedule will be given to them by the day they start.
45 Flexibility will occur to deal with the beginning of the school year, staffing changes or student
46 enrollment.

During early release times, time not previously scheduled by the principal, director or other supervisor may be used for collaboration, review of materials and curriculum, or other projects.

Each Food Service Second's schedule will include setup at the start of their shift, if required.

Section 7.4.

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

Section 7.5.

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

Section 7.6.

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

Section 7.7.

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

Section 7.8.

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

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

Section 7.8.1. Year-End Deep-Cleaning.

Upon written request to the operations manager, Child Nutrition workers will receive up to one hundred and fifty (150) minutes added to their current contract for the last five (5) days of the school year in order to conduct a deep cleaning of their kitchen site for which they are responsible. A cleaning checklist of standards will be developed and agreed upon by the Director of Child Nutrition, Operations Manager, Kitchen Manager, and Head Child Nutrition Worker.

1 **Section 7.9. Overtime.**

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

8
9 **Section 7.9.1.**

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

12
13 **Section 7.9.2.**

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

17
18 **Section 7.9.3.**

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

22
23 **Section 7.9.4.**

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

28
29 **Section 7.9.5.**

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

36
37 **Section 7.9.5.1.**

38 When an employee is absent, and a substitute is needed by shifting current staff, the
39 following procedures will be utilized: During the first twenty (20) consecutive days of
40 absence, preference will be given by seniority first within the building then district wide.
41 When the leave is anticipated to extend for more than twenty (20) days, during the first
42 five (5) days, an email will notify all PSE members of an opportunity to be temporarily
43 reassigned to the role, beginning at day 21. Preference will be given by seniority district
44 wide. The reassignment must represent an increase in hours or an increase in pay rate for
45 the regular employee. (See Section 13.6 for training requirements).

1 **Section 7.9.6.**

2 In the event of inclement weather, or emergency situation, a decision may be made by the
3 Superintendent to modify the length of the student day. The arrival and dismissal of staff will
4 take into consideration staff members' safety. In the case of a late arrival, employees are
5 expected to arrive to work as close to their regular contracted day as is safely possible. In
6 every event, staff will stay on duty until all students have left the building. In addition,
7 procedures will be developed at the building level to maintain adequate staff coverage of
8 telephones, etc.
9

10 If the late arrival or early dismissal results in a loss of contracted time, such time will be made
11 up when students are required to make up snow days. If students are not required to make up
12 the time, employees will be given an opportunity to make up the time on an equivalent time
13 basis doing tasks that are approved by their principal/director or employees can deduct from
14 personal leave or sick leave. If the time is made up with work, the time will be tracked on a
15 district form and turned in to building AA1 by the end of the school year. If no other option
16 exists, the employee may take the time unpaid.
17

18 If flex time has been agreed upon and accrued, there can be a revision made to use it towards
19 make-up time if mutually agreed upon between the employee and supervisor.
20

21 All workers who are scheduled to start their work shift at 5:30 a.m. or before shall receive two
22 (2) hour call out pay provided they physically enter their school before the inclement weather
23 day decision is made and announced via the media.
24

25 **Section 7.10. Flex Time.**

26 When an employee is requested or approved by their supervisor to work beyond their regularly
27 scheduled time, an employee may request "Flex Time" which means trading time(s) in one's schedule.
28 The intent of this time is to compensate a person for time spent filling building/department needs in
29 meetings, committees and activities. Such trades shall be mutually agreed on and arranged by the
30 employee and their supervisor/principal prior to trade times providing for minimal program
31 interruption. Requesting the use of flex time after time has been worked will not be approved. This
32 agreed upon time must be outside student contact time. Flex time does not include the trading of hours
33 between employees. Flexed hours shall not be paid as overtime. The accounting system developed by
34 the District and maintained by the supervisor, or their designee, shall be used to track and account for
35 all flex time.
36

37 If the building/District requires employee attendance on the date the employee and supervisor have
38 previously agreed, making use of that flex time prohibitive, the employee and supervisor will mutually
39 agree to a new date. If such interruptions cause an employee to have unused flex time at the end of the
40 school year, the employee shall be compensated for all such hours at their hourly rate on the July
41 payroll.
42

43 **Section 7.11.**

44 On early release and late arrival days, paraeducators will work their regular hourly schedule unless
45 appropriately approved leave has been taken.
46
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ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1.

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

- | | |
|---|--|
| 1. Labor Day | * 8. The Day Before or After New Year's Day
(actual day designated by Superintendent) |
| 2. Veterans' Day | 9. Martin Luther King Day |
| 3. Thanksgiving Day | 10. Presidents' Day |
| * 4. The Day after Thanksgiving | 11. Memorial Day |
| 5. Christmas Day | 12. Independence Day |
| * 6. The day before or after Christmas
(actual day designated by Superintendent) | 13. Juneteenth |
| 7. New Year's Day | |

*These holidays apply only to annual employees.

Section 8.1.1. Worked Holidays.

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

Section 8.2. Vacations.

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

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

Section 8.2.1.

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

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

Section 8.2.2.

Vacation dates shall be arranged to fit into the regular summer vacation period.

ARTICLE IX
LEAVES

Section 9.1. Sick and Emergency Leave.

Employees will receive twelve (12) days annual leave for illness, injury, and emergency leave.

Unused days shall accumulate to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall be allowed illness, injury, and emergency leave on a prorated basis.

Collective Bargaining Agreement (2022-2025)
Ferndale Chapter #809 and the
Ferndale School District #502



1 A. Sick Leave

- 2
- 3 1. As a general rule, employees shall notify their immediate supervisor not later than one (1) hour
- 4 before their shift begins on the day on which they will be absent and no later than the close of
- 5 the workday preceding the date of their intended return to their duties.
- 6
- 7 2. The supervisor may, in the event he/she sees a pattern of regular, excessive, or unusual
- 8 absences, or after four (4) consecutive days absence where sick/emergency leave is used, require
- 9 a physician's certificate and proof of the disability causing the absence.
- 10
- 11 3. Illness or disabilities caused by, or contributed to by pregnancy, miscarriage, abortion,
- 12 childbirth, and recovery therefrom, are considered temporary disabilities and will be treated as
- 13 other personal illness or disability.
- 14
- 15 4. Employees wishing to take an extended leave for disability purposes may request a leave of
- 16 absence. Upon return from leave, the employee shall be placed in the position last held or a
- 17 similar position in the District.
- 18

19 B. Emergency Leave

- 20
- 21 1. Emergency leave shall be granted as defined in the following:
- 22 a) The problem must have been suddenly precipitated or must be of such a nature that
- 23 preplanning could not relieve the necessity for the absence.
- 24 b) The problem must be one of major importance and not a mere convenience.
- 25 c) Serious illness or accident in the immediate family.
- 26
- 27 2. In the event of an emergency requiring leave, the employee will inform the supervising
- 28 principal or director prior to the leave following the proper protocol. When possible, written
- 29 notification will be completed prior to the leave. If not, written notification will be completed
- 30 within forty-eight hours (48) upon returning from leave.
- 31

32 The application shall disclose the general purpose for the leave request in sufficient terms to

33 establish compliance with the criteria contained in Section B, 1a, 1b or 1c above. Requests that

34 meet said criteria shall be granted.

35

- 36 3. It is not the intent of this emergency leave provision to provide or expand upon or to add to
- 37 vacations, weekends, or other types of leaves because of transportation problems that
- 38 preplanning could reasonably have prevented.
- 39

40 4. Accrual

- 41 a) Employees who have accrued sick leave while employed by another public school district in
- 42 the State of Washington shall be given credit, upon verification, for such accrued sick leave
- 43 upon employment by the District.
- 44

45 **Section 9.2. Bereavement Leave.**

46 Each employee shall be entitled up to five (5) days leave with pay, with two (2) days with pay

47 additional on request for extended travel, for absence caused by death to an employee's child, step-

48 child, spouse, parent, substitute parent, grandparent, aunt, uncle, sibling, sibling-in-law, grandchildren,

or parent-in-law, or relative living in the employee's place of abode. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative. Any additional requested bereavement leave will come out of the employee's sick/emergency leave and/or shared leave bank.

Section 9.3. Maternity Leave.

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

Section 9.4. Judicial 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 co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 9.5. Leave of Absence.

Section 9.5.1.

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; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 9.5.2.

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

Section 9.5.3.

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

Section 9.6. Personal Leave.

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

Employees should use the standard leave procedure. The employee is encouraged to submit the request no fewer than three (3) working days in advance of the requested date. The District will maintain a centralized system for tracking the availability and usage of each employee's Personal Leave. Personal Leave usage shall be noted on each classified employee's pay warrant. Employees are encouraged to access leave balances through employee access.

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

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

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

Section 9.7. Family Leave.

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

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the acceptance letter for a continuing position within the bargaining unit was received (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.2.

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

Section 10.3.

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

Section 10.4.

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

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

1
2 **Section 10.5.**

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

- 4 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
5 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
6 United States; or
7 C. Time spent on other authorized leaves.

8
9 **Section 10.6.**

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

13
14 **Section 10.7.**

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

30
31 **Section 10.8.**

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

35
36 **Section 10.9.**

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

43
44 **Section 10.9.1. Reclassification.**

- 45 A. Employees who feel their position has changed from what they were originally hired to do
46 can request a reclassification of his/her position. The employee should put the request in
47 writing, outlining the reason(s) why the reclassification is warranted.

- 1 B. The request should be forwarded to Executive Director for Human Resources, with a copy
2 to the employee's principal. A copy should also be provided to the PSE president.
- 3 C. The Executive Director for Human Resources will review the request and speak to the
4 employee's principal regarding the nature of the request. The Executive Director for
5 Human Resources will make a decision within forty-five (45) calendar days of receipt of
6 the request. The decision will be put in writing, with a copy to the employee, principal, and
7 PSE President.
- 8 D. If reclassification is denied, the employee may appeal the decision of the Executive
9 Director for Human Resources in writing to the Superintendent. The decision of the
10 Superintendent is final and binding.
- 11 E. If the reclassification is approved, the Executive Director for Human Resources will notify
12 the employee in writing and will indicate the implementation date for the revised salary
13 schedule placement.

14
15 **Section 10.10.**

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

20
21 In the event the position an employee is currently holding is eliminated, the employee has the right via
22 seniority to bump another employee in the same classification throughout the District provided that the
23 employee possesses the ability necessary to perform the new position.

24
25 **Section 10.11.**

26 Employees on layoff status shall provide the personnel office of the District with their current email
27 address and phone number; and shall thereafter promptly advise the District in writing of any changes.

28
29 **Section 10.12.**

30 An employee shall forfeit rights to re-employment as provided in Section 10.10 if the employee does
31 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
32 re-employment within forty eight (48) hours.

33
34 **Section 10.13.**

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

38
39
40
41 **ARTICLE XI**

42
43 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

44
45 **Section 11.1.**

46 The District shall have the right to counsel or discharge an employee for justifiable cause. The issue of
47 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If

1 the District has reason to reprimand an employee, it shall be done in a manner which will not
2 embarrass the employee before other employees or the public.

3
4 **Section 11.1.1.**

5 As a general rule, the District will follow a progressive discipline procedure. This procedure
6 normally involves stating an expectation or direction, followed by a written reprimand,
7 suspension without pay and discharge. However, the district is not bound by a progressive
8 discipline formula in cases of serious offenses. Some offenses are regarded as so serious that no
9 specific warning or prior disciplinary action need precede discharge. Employees are presumed
10 to know that such serious offenses may lead directly to discharge.

11
12 **Section 11.1.2.**

13 The Association shall be notified by the District of written disciplinary action(s) against an
14 employee.

15
16 **Section 11.2. Notification to Non-Annual Employees.**

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

19
20 **Section 11.2.1.**

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

23
24 **Section 11.2.2.**

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

27
28 **Section 11.2.3.**

29 Nothing contained in this section shall in any regard limit the operation of other sections of this
30 Article.

31
32 **Section 11.3.**

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

35
36
37
38 **ARTICLE XII**

39
40 **INSURANCE AND RETIREMENT**

41
42 **Section 12.1. School Employee Benefits Board (SEBB).**

43 Each year, the employer agrees to provide the insurance plans, follow employee eligibility rules and
44 provide funding for all bargaining unit members and their dependents as required by State law, the
45 State Operating Budget and the School Employees' Benefits' Board (SEBB). Inclusive of employer
46 funding will be payment of the retiree carve-out for all eligible employees. The employer agrees to
47 provide timely information about SEBB insurance plans to eligible employees.

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

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

3
4 **Section 12.2.**

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

7
8 **Section 12.3.**

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

11
12 **Section 12.4.**

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

14
15 **Section 12.5.**

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

18
19 **Section 12.6.**

20 The District shall comply with the requirements of the Washington State Public Employees'
21 Retirement System.

22
23 **Section 12.7.**

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

27
28
29
30 **ARTICLE XIII**

31 **VOCATIONAL TRAINING**

32
33
34 **Section 13.1.**

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

38
39 **Section 13.1.1.**

40 Employees will complete the required on-line training annually prior to November 1. Each
41 employee will be paid two (2) hours at their hourly rate for completion of this training, if it is
42 completed outside of the employee's scheduled work time. (This is agreed to be the annual
43 Vector Training.) If the required training time is increased, the paid time will be adjusted so
44 employees are paid for the amount of time designated in Vector. Employees hired after
45 October 1 will have thirty (30) days to complete this training. Employees who do not complete
46 the training will be ineligible to work and will be unpaid until complete.

1 **Section 13.2.**

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

7
8 **Section 13.3.**

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

13
14 **Section 13.4.**

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

17
18 **Section 13.5.**

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

21
22 **Section 13.5.1.**

23 Each year, time will be made available for the purpose of cross-training, as approved by the Operations
24 Manager. A substitute will be secured, when available, so that designated Child Nutrition Worker(s)
25 can be trained to perform duties of prospective roles, as needed.

26
27 **Section 13.6.**

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

30
31 **Section 13.7. Training Fund.**

32 During the life of this Agreement, the District will make available five thousand dollars (\$5,000)
33 annually to be available for employees, upon request, who wish to enhance their skills in their current
34 position or who wish training in areas which conform to District adopted goals. Employees may apply
35 through a training request form to receive funds to pay for tuition, travel expenses, and materials
36 required for attendance. Such requests shall be approved by the unanimous consent of a committee
37 consisting of two (2) persons appointed by the District and two (2) persons appointed by PSE.

38
39 **Section 13.8. PSE Training Fund Procedures.**

- 40 1. Use District's Travel Request Forms signed by fund manager and one (1) PSE oversight
41 Committee member.
42 2. Oversight Committee to meet as needed.
43 3. If a workshop or training requires travel, travel shall be funded by the District in accordance
44 with District policies and procedures for travel.
45 4. The fund will pay for workshops for members on first-requested-first awarded basis until it is
46 depleted for the year.

1 **Section 13.9 Technology.**

2 The District will insure or self-insure equipment that employees are expected to use, including laptops.
3 In cases of negligence, the employee shall be responsible for paying the deductible or costs of repair or
4 replacement. The District shall provide access to technology required for the performance of each
5 employee's position.
6
7
8

9 **ARTICLE XIV**

10 **ASSOCIATION MEMBERSHIP AND CHECK-OFF**

11 **Section 14.1.**

12 All employees subject to this agreement may choose to join the Association. The parties agree that
13 neither will discriminate, retaliate, coerce or interfere with any employee in that process.
14
15
16

17 **Section 14.2. Check-off.**

18 Public School Employees of Washington (PSE) will be the custodian of records related to dues
19 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
20 accuracy and safe-keeping of those records. The parties further agree PSE will establish the procedure
21 that clearly outlines the membership process, which will be provided to the District within the first
22 thirty (30) workdays of each school year. The District shall deduct PSE dues, Association dues,
23 assessments, or service charges from the pay of any employee who authorizes such deductions
24 pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of
25 Public School Employees of Washington except for Association dues, which shall be transmitted to the
26 Association Treasurer, on a monthly basis. The employee may revoke the request at any time. The
27 Association will notify employees at least annually of the conditions under which they may revoke
28 their dues authorization.
29

30 **Section 14.3. Political Action Committee.**

31 The District will, upon receipt of a written authorization form that conforms to legal requirements,
32 deduct from the pay of each bargaining unit employee, the amount of contribution the employee
33 voluntarily chooses for deductions for political purposes and will transmit the same to the Union on a
34 check separate from the Union dues transmittal check. Section 14.2. of the Collective Bargaining
35 Agreement will apply to these deductions. The employee may revoke the request at any time. At least
36 annually, the employee will be notified about the right to revoke the request by the Association.
37
38
39

40 **ARTICLE XV**

41 **GRIEVANCE PROCEDURE**

- 42
43
44 A. **Purpose:** The purpose of this procedure is to provide an orderly method of resolving grievances. A
45 determined effort shall be made to settle any such differences at the lowest possible level in the
46 grievance procedure. Meetings or discussions involving grievances or these procedures shall not
47 interfere with regular duties.
48

1 B. Definitions:

- 2 1. Grievant: A grievant is an employee or, in the case of the Association's contractual rights,
3 the Association.
4 2. Grievance: A grievance is defined as a dispute involving the interpretation or application
5 of the specific terms of this Agreement.
6 3. Days: Days in this procedure are school days except after the school year, where they are
7 to be calendar days.
8

9 C. Timelines: Grievances shall be processed in the following manner and within the stated time
10 limits. Time limits provided in this procedure may be extended only by mutual written agreement.
11

12 Failure on the part of the District at any step of this procedure to communicate the decision on a
13 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an
14 appeal at the next step of this procedure.
15

16 Failure of the grievant (employee or Association) to present or proceed with a grievance within the
17 specified or mutually extended time limits will render the grievance waived.
18

19 D. Representation: The grievant may waive the Association's involvement in the procedures at any
20 step. If the grievant elects not to have Association representation, the Association shall have the
21 opportunity to be present at the adjustment of the grievance and to make its views known or shall
22 receive the same written responses provided to the grievant.
23

24 E. Process:

25 Step 1. Informal Level - Informal Submission of Grievance to Supervisor.

26 Within twenty (20) working days following the occurrence of the event giving rise to the
27 grievance, or twenty (20) working days after the event is known or reasonably should have been
28 known, the employee shall attempt to resolve the grievance informally with the immediate
29 supervisor. In presenting the grievance, the employee may elect to be accompanied by a
30 representative of the Association. The immediate supervisor shall respond informally within ten
31 (10) working days of the employee's presentation.
32

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

34 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
35 shall submit it to the immediate supervisor within ten (10) working days after receipt of the
36 informal response. The written grievance shall contain:
37

- 38 a. A clear and concise statement of the alleged grievance including the facts upon which the
39 grievance is based;
40
41 b. Reference to the specific terms of the agreement which have been allegedly violated;
42
43 c. Issues involved; and
44
45 d. Remedy sought.
46

47 In presenting the grievance, the employee may elect to be accompanied by a representative of the
48 Association. The immediate supervisor will inform the employee and the Association in writing

of the disposition of the grievance within ten (10) working days of the presentation of the written grievance.

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

- a. Individual Grievance: If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, and the Association believes the grievance to be valid, the employee must file the grievance in writing within ten (10) working days after receipt of the immediate supervisor's written response in Step 2. above. The superintendent or his/her representative will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Association, within ten (10) working days of receipt of the grievance.
- b. Association Grievances: A grievance which the Association may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Association's rights, shall be commenced by filing in writing (in the format of Step 2, above) with the superintendent. Such filing shall be within twenty (20) working days following the occurrence of the event giving rise to the grievance or twenty working (20) days after the event is known or reasonably should have been known. The superintendent or his/her representative and the Association will have ten (10) days from the receipt of the grievance to resolve it.

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

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

person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

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

e. Arbitration proceedings shall be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) calendar days, unless mutually extended, of the closing of the record.
3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
4. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

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

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The arbiter shall specify in the award that the District or Association, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

f. Binding Effect of Award: All decisions arrived at under the provisions of this article by the representatives of the District and the union at Steps 1, 2, and 3, or by the arbiter, shall

be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

- g. Limits of the Arbiter: The arbiter cannot order the District to take action contrary to law.
- h. No Duty to Maintain Status Quo: The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.
- i. Freedom from Reprisal: There will be no reprisal against the grievant or others as a result of his/her participation in this process.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Pay Summary Information.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. On or before October 31, PSE members will receive a statement that outlines longevity, seniority, work days and their hourly wage.

Section 16.2.

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

Section 16.3.

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

Section 16.4.

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

Section 16.5.

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

Section 16.6.

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

Section 16.7.

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

Section 16.8.

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

Section 16.9. Attendance Incentive Program.

- A. Annual Conversion of Accumulated Sick Leave. Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.
- B. Conversion of Sick Leave Upon Retirement or Death. Any employee who hereafter shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated, unused sick leave days to monetary compensation at the rate of 25% of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of law.
- B. Conversion of Sick Leave Upon Separation. An employee who is at least age fifty-five, has ten years of service in the retirement system, and is a member of either the teachers' or school employees' retirement system plan 3, or is at least fifty-five, has at least fifteen years of service in the retirement system and is a member of either the teachers' or school employees' retirement system plan 2 may cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave at the time of separation from employment.

Section 16.10.

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

Section 16.11. Early Notification of Resignation or Retirement.

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

1 The purpose of this grant is to enlist the assistance of employees in providing for an orderly transition
2 from one school year to the next. In return for this grant, employees are requested to leave their work
3 area and equipment in good order and to provide the replacement employees with inventories and
4 information necessary for them to assume the duties of their new assignments. Employees may also be
5 asked to participate in an exist conference with the person who will be filling the position (or
6 supervisor if position is not filled prior to June 30). These responsibilities shall be completed by June
7 30 of the current school year.

8
9 Compensation under this section shall be for the termination of employees contract rights and shall not
10 be included for the purpose of computing a retirement allowance under the public retirement system in
11 this state as specified in RCW 28A.400.220(2)e.

12
13 **Section 16.12. Certificated Absence Coverage.**

14 In the event that an employee serves as a substitute on campus for a certificated teacher due to an
15 unfilled certificated substitute request or to support remote instruction provided by a certificated
16 teacher, that employee shall receive a hourly differential of five dollars (\$5) per hour in addition to that
17 employee's regular wage rate.

18
19 **Section 16.13. Returning Employees.**

20 Members of the Association who leave service in the District in good standing, with ten (10) or more
21 years' experience, including transfer credit, and who are employed in a substitute capacity for a like
22 classified position, shall be paid at the same Step of the current Schedule A commensurate with their
23 experience at the time of separation from the District.

24
25
26
27 **ARTICLE XVII**

28
29 **TERM AND SEPARABILITY OF PROVISIONS**

30
31 **Section 17.1.**

32 The term of this Agreement shall be from September 1, 2022 through August 31, 2025.

33
34 **Section 17.1.1.**

35 Effective September 1, 20, wages for all positions will be as reflected on Schedule A. This
36 schedule shall reflect an increase of the Implicit Price Deflator (IPD) plus 1.5% for a total
37 combined increase of seven percent (7%) from the 2021-2022 Schedule A.

38
39 Effective September 1, 2023, the wage for all positions on Schedule A shall be increased by
40 four percent (4%) or the IPD, whichever is greater.

41
42 Effective September 1, 2024, the wage for all positions on Schedule A shall be increased by
43 three and a half percent (3.5%) or the IPD, whichever is greater.

44
45 **Section 17.1.2.**

46 Each year, each employee shall receive sixteen (16) hours of Professional Engagement Time.
47 All Professional Engagement Time, which may include classes meetings and principal-directed
48

time, must be previously approved by the employee's supervisor and tracked using the District designated form. The employee shall maintain the form and provide it to their supervisor or their designee for compensation. Professional Engagement time is optional for employees. Employees who use all sixteen (16) hours may request additional time from their supervisor.

Section 17.2.

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

Section 17.3.

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

Section 17.3.1.

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

Section 17.4.

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

Section 17.5.

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

Section 17.6.

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

Section 17.7.

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

ARTICLE XVIII

PARAEDUCATORS

Section 18.1. Paraeducator Groups.

There are two (2) Paraeducator Groups, each of which encompasses the positions identified below:

Section 18.1.1. Instructional/Supervisory Paraeducator.

- Basic Education / Categorical Instruction
- Playground
- General Supervision
- ELL Programs/Title/LAP/Resource/Jump Start
- Native-American Programs
- Migrant Programs
- Media (e.g., Library & Information Technology)
- Developmental Preschool (see below)
- Transitions

Section 18.1.2. Specialized Paraeducator.

- Behavior Program
- Life Skills (May include Developmental Preschool)
- FHS Campus Safety Officer
- Structured Learning Environment

To implement initial Paraeducator Group placement in the 2022-2023 school year for Paraeducator staff members, it is understood that the District will make efforts to maintain current assignments but will assign employees in the best interest of District programs. If a new position does not fit into one of the groups above, the parties will meet in Labor-Management and assign a group to it. If agreement is not reached, the position will be placed by the District.

Section 18.2. Paraeducator Pay.

The wage rate for the Instructional/Supervisory Paraeducator Group shall be used as the base paraeducator wage rate for the purpose of determining the wage rate for the other Paraeducator Groups. Specialized Paraeducators shall be paid at the base paraeducator wage rate plus \$2.00 per hour.

Section 18.3. Combined Assignment Paraeducators.

Combined Assignment Paraeducators are defined as Paraeducators who routinely work within more than one Paraeducator Group. Combined Assignment Paraeducators will be paid for their entire shift at the highest Paraeducator Group rate for which they are routinely scheduled to work a minimum of three (3) hours per day. Disputes over definitions of “routinely scheduled” shall be resolved in Labor-Management Committee.

Section 18.5. Paraeducator Safety.

It is the role of the case manager to ensure all team members are informed of their responsibilities in relation to student plans. Paraeducators will be provided plans and instructions for students for whom they are expected to implement such plans.

Section 18.7.

Involuntary changes to a Paraeducator’s assignment that shift them into a lower-compensated group after December 31 will not be reflected in their pay rate for two (2) complete pay periods.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

FERNDAL CHAPTER #809

FERNDAL SCHOOL DISTRICT #502

BY:

Tina E Harmer

Tina Harmer, Chapter President

BY:

Dr. Kristi Dominguez

Dr. Kristi Dominguez, Superintendent

DATE:

Aug 8, 2022

DATE:

Aug. 4, 2022

SCHEDULE A
FERNDAL SCHOOL DISTRICT #502
September 1, 2022 – August 31, 2023

Step	Para	CNW	HCNW	Cook/Baker	Kitchen Manager	Braille/Sign Language Interpreter
1 (0-1 Years)	\$20.52	\$19.28	\$21.72	\$22.17	\$22.51	\$28.92
2 (2-5 Years)	\$21.45	\$20.15	\$22.70	\$23.17	\$23.53	\$30.22
3 (6-10 Years)	\$22.41	\$21.06	\$23.72	\$24.21	\$24.58	\$31.58
4 (11-15 Years)	\$23.42	\$22.00	\$24.79	\$25.30	\$25.69	\$33.00
5 (16-20 Years)	\$24.47	\$22.99	\$25.90	\$26.44	\$26.85	\$34.49
6 (21-24 Years)	\$25.57	\$24.03	\$27.07	\$27.63	\$28.06	\$36.04
7 (25+ Years)	\$26.73	\$25.11	\$28.29	\$28.87	\$29.32	\$37.66

Step Date

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

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, FERNDAL CHAPTER #809 AND THE FERNDAL SCHOOL DISTRICT #502. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Ferndale School District and Public School Employees of Washington Ferndale Chapter #809 to increase wages for specialized paraeducators who are selected to work during the 2022 summer school session. The parties agree to the following:

Background

During the spring 2022 bargain, parties tentatively agreed to enter into an MOU to increase compensation by two dollars (\$2.00) an hour for specialized paraeducators working the 2022 Extended School Year (ESY) session. Staff mutually designated as "specialized" include paraeducators working primarily or exclusively with students from the following special education programs:

- Behavior Program
- Life Skills (May include Developmental Preschool)
- Structured Learning Environment/Autism

Purpose

Parties agree that this step will attract classified staff with adequate training and experience to properly support students recommended for Extended School Year to assist in the program.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Ferndale School District and Public School Employees of Washington Ferndale Chapter #809 and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials this MOU shall end on July 31, 2022.

Agreed to this 4th day of August, 2022. Signed this 4th day of August, 2022.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
FERNDAL CHAPTER #809

BY: Tina Harmer
Tina Harmer, Chapter President

DATE: Aug 8, 2022

FERNDAL SCHOOL DISTRICT #502

BY: Dr. Kristi Dominguez
Dr. Kristi Dominguez, Superintendent

DATE: Aug 4, 2022