

**Agreement by and between**

**Lake Washington School  
District #414**

**Lake Washington  
Service Employees  
International Union  
(SEIU)**

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2019-2022

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Effective August 16, 2019 through August 15, 2022

Lake Washington School District

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## RECITALS

Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (District or District), and Service Employees International Union, Local #925 (Union).

## ARTICLE 1

### Recognition

Section 1.1 The District recognizes the Union as the exclusive collective bargaining representative of persons employed as regular full-time and regular part-time Instructional Assistants, Clerical Assistants, Extended Day Instructional Assistants, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers, Family Support Specialists, Technical Support Specialists.

## ARTICLE 2

### Union Rights

#### Section 2.1 Union Membership

Section 2.1.1 Union Membership. Each employee within the bargaining unit shall have the option of joining and maintaining membership in the Union upon employment with the District in a bargaining unit eligible position. The District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect each employee's decision whether to join and maintain membership in the Union.

Section 2.1.2 Union Membership Rescission. Union members requesting to rescind membership and membership rights in the Union shall make such request in writing to the Union, following the Union's constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Union shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and COPE Deduction below.

Section 2.1.3 Non-Interference. The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors the importance of these obligations.

Section 2.1.4 The Union will notify all present employees and all future employees subject to this Agreement of the terms and conditions of this Article.

#### Section 2.2 Dues Deduction

Section 2.2.1 Authorization. Upon receiving notice of the employee's authorization from the Union, the District shall deduct from the employee's salary membership dues and any additional amounts the employee voluntarily authorizes for deduction for political purposes (COPE), then

remit the amounts to the Union monthly. The employee's authorization remains in effect until expressly revoked by the employee to the Union, and the Union provides notice to the District.

Section 2.2.2 Dues and COPE Deduction. The Union shall notify the District of updates, additions, and/or other changes in membership status on at least a monthly basis. Upon notification of an employee's membership status or change in status in the Union and/or election to participation in the Union political program (COPE), the District shall deduct or stop deduction(s) accordingly.

Section 2.2.3 The Union and its members shall indemnify, defend and hold the District harmless against any claims, demands, and suits instituted against the District resulting from any reasonable action taken or omitted by the District for the purpose of complying with the provisions of this Article. The Union agrees to refund to the District any money paid to it in error due to application of this Article upon presentation of proper evidence thereof.

Section 2.4 District Mail System. The Union shall have the right to use the District's inter-school mail system for a reasonable volume of appropriate announcements relating to the conduct of Union business on behalf of the Union members. Such materials shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees. This includes the use of District email so long as such email is compliant with District policy and procedures.

Section 2.5 Monthly Dues List Remittance. Each month the District shall provide the union an Excel list with the following information for all bargaining unit employees that will accompany the dues and COPE payment to the union. This list shall include all employees who have had union dues and COPE deductions for the month in which the report is prepared. This list shall include the following information:

- First and last name
- Dues deduction amount per pay period
- COPE deduction amount per pay period
- Check location

Section 2.5.1 Timely Notification of New Hires, Terminations. The District shall also send the union timely notification upon hire or termination an electronic list, in Excel format, with the following information:

- First and last name of new hires
- Home address
- Primary phone number
- Job classification/title
- Work location/work site
- Date of hire
- Hourly rate of pay
- First and last names of employees who have separated or terminated
- Date of separation or termination

Section 2.5.2 Full Bargaining Unit List. Each year, upon request, the District shall provide the union a full bargaining unit list which shall include all current workers in the bargaining unit. The District will provide the list electronically in Excel format. The list shall include:

- First and last name of each bargaining member
- Home address

- Primary phone number
- Work email address
- Work phone number
- Job classification/title
- Work location/work site
- Date of hire
- Rate of pay

The Union may request this information at additional times in the year by putting such request in writing and providing the District reasonable time to comply.

Section 2.6 Building Access. The authorized representatives of the Union shall upon request have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives check in with the front office, following school protocol to receive a visitor's badge, they do not interfere with employees in the performance of their duties. The Union shall furnish the District with the names of its authorized representatives.

Section 2.7 Bulletin Boards. The Union may post appropriate notices of interest to bargaining unit members on designated workplace bulletin boards. Duly authorized representatives of the Union must provide the administrator of the workplace the notice to be posted, with the time frame for posting. The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose shall rest with the authorized representative of the Union who provided the posting.

Section 2.8 Distribution of Agreement. This entire Agreement in complete form will be reprinted and distributed by the District to all employees in the bargaining unit and to all new hires. Cost to be shared equally between the Union and the District.

#### Section 2.9 Shop Stewards

Section 2.9.1. Upon appointment of its shop steward(s), the Union shall furnish the Director of Human Resources a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. Stewards shall be District employees and shall perform their regular duties as such but shall function as representatives of the Union. If necessary, the steward shall be allowed reasonable time at the discretion of the District, to assist in processing and/or resolving grievances and other issues during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of the contract but under no circumstances shall the shop steward interfere with orders of the District or change working conditions.

Section 2.9.2 The District will grant up to thirty (30) days per year to employees for the purpose of participating in activities associated with the administration of this Agreement. Requests submitted three (3) working days in advance, if possible, shall be approved by the Superintendent or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used except in representational activities related to Discipline and Discharge (Article 13).

Section 2.10 Public Records Requests – Notification. If the District receives a public records request regarding a union member's personal information within SEIU 925, it will notify the Union and affected members of the receipt of such request. The Union will have ten (10)

business days to seek a restraining order to prevent the release of all or part of the information responsive to the request. Nothing in this notice requirement shall require that the District has any obligation to seek relief from the Court or prevent the release of such information on behalf of any employee. The District will comply in good faith with the requirements of the Public Records Act of the State of Washington. The notice to the Union will include a copy of the request, a general description of the responsive records, and the estimated date the District intends to produce the records.

Section 2.11 New Employee Orientation. Designated leaders and staff representatives shall have 30 minutes to meet on the job and on the clock with newly hired employees. Bargaining unit employees assigned by the Union shall be released with pay inclusive of travel time, if necessary, for meetings with new employees.

### ARTICLE 3

#### Employee Rights

Section 3.1 Neither the District, nor the Union, shall discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran, military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, or because of their membership or non-membership in the Union.

Section 3.2 The Union agrees and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with, the District's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.16.

Section 3.3 Personnel files shall be maintained for each employee. Employees, upon appointment, shall have the right to inspect all contents of their complete personnel file. Employees may attach their written comments to any adverse materials in their files.

Section 3.4 Any adverse statement placed in the employee's personnel file shall be kept for a maximum of two (2) years. An employee may make a written request of the supervisor to remove the statement after one (1) year. However, in accordance with the Washington Administrative Code (WAC), any discipline administered for sexual misconduct, verbal or physical abuse as defined in WAC 181-88, may not be expunged. The supervisor's refusal to do so shall not be subject to the grievance procedure.

Section 3.5 Employees shall not be required to use their personal vehicle as a condition of employment without their consent unless such use is a bona fide condition of employment and identified as a job requirement.

Section 3.6 The District shall not terminate or reduce the hours of any instructional assistant positions for the purpose of assigning those hours to volunteers, student workers, or interns.

Section 3.7 It is agreed that the employees, subject to this Agreement, shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join, or not to join, the Union at their discretion; subject to the provisions of Article 2 Section 2.1 Union Membership.

Section 3.8 Mileage. The school district will reimburse employees for the use of their private automobile while on approved district business, at the IRS rate in effect at the time of such use.

Section 3.9 Wearing Apparel and Equipment. The District shall provide a flashlight, batteries, whistles, safety vest, raincoat and umbrella for each crossing guard, playground supervisor, and instructional assistants who are assigned out of doors. Such equipment shall remain the property of the District and shall be used by the employees only during their working hours. Replacement of the above equipment is the sole responsibility of the District.

Section 3.10 Safety. Each building where employees are working will conform to federal, state and local health and safety rules and regulations. School district policies reference code GBE and GBE-R regarding Staff Health and Safety will be followed at each location.

Section 3.11 A secure place that locks, in close proximity to the employee's workstation, shall be provided for the storage of personal items. The supervisor will work with the employee to resolve any concerns.

Section 3.12 Recording Devices. Recording devices are a tool to assist in providing a safe and secure education environment for students and staff. Recordings may be used like any other evidence in cases involving safety concerns or employee discipline. Videos will not be used by supervisors for the general purpose of monitoring employee performance without prior notice to employee and union. Recordings may be used for discipline consistent with the just cause provisions of this Agreement. Prior to disciplining an employee based on video evidence, the employee shall have the opportunity to view the video. Videos will not be kept for longer than 30 days, in accordance with Board policy, unless the evidence is for a current and active investigation.

Section 3.13 Notification of Behavior Support. Employees regularly assigned to an environment with a student with a behavior intervention plan (BIP) as part of their individual education plan (IEP), if appropriately determined by the special education teacher assigned, in accordance with law, may be informed as soon as practicable about the behavior plan to best support the student, the students around, and themselves.

Employees shall be paid their regular hourly rate of pay for attendance at any staff meetings and IEP meetings regarding a student that fall outside their regularly scheduled work hours

Section 3.14 Student Supervision Study. The District commits to forming a committee with Risk Management and a minimum of three (3) Union members to review supervision coverage in hallways, playgrounds, and lunchrooms of students visually, proximally, and audibly in each building and report out recommendations based on the building structures, spaces, student ages, and other factors. Reports will be shared with the labor management committee and building safety committees by the end of the 2021 academic year.

Section 3.15 Work Place Harassment and Bullying. The District and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If any employee feels he/she has been subjected to harassment, intimidation, or bullying of any kind, he/she is encouraged to immediately identify the offensive behavior to the harasser and request that it stop. If the person is uncomfortable addressing the matter directly with the harasser or if the person has done so and the behavior does not stop, then he/she

should discuss the matter immediately with the building administrator or with the Director of Human Resources. Any complaint received will be promptly investigated, and the District will take prompt corrective action where appropriate. Retaliation against employees who make a workplace behavior complaint will not be tolerated.

## ARTICLE 4

### Management Rights

Section 4.1 All management rights, powers, authority and functions, shall remain vested exclusively in the District except as limited by the express provisions of this Agreement. The Union recognizes that such rights, powers, authority and functions include, but are not limited to, the District's full and exclusive control, management and operation of its activities, business to be transacted, functions to be performed, and methods pertaining thereto; the location of its offices, schools and places of business; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the District and the places where it is to be performed; the determination of the number, size and location of its offices, schools and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including, but not limited to, hiring, selecting and training of new employees and disciplining, suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

Section 4.2 The District and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except as surrendered or limited by the express provisions of this Agreement.

## ARTICLE 5

### Labor and Management Committee

Section 5.1 Labor Management Committee. A committee composed of representatives of the Union and the District will meet on a monthly basis to discuss and attempt to resolve issues that arise.

Section 5.2 Safety Committees. Building committees are used throughout the district to address ongoing safety issues. The Union will have at least one member on each building safety committee. Employees will be compensated at their hourly rate if meetings are scheduled outside of their regularly assigned hours.

## ARTICLE 6

### Probation Period

Section 6.1 All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. During this period, the employee will be evaluated by their



immediate supervisor. If, upon such evaluation, the employee's performance is determined to be unsatisfactory, the employee shall be terminated, and such termination shall not be subject to review by the grievance procedure of this Agreement. If the employee's performance is satisfactory, a recommendation for regular employment shall be transmitted through proper channels. New regular employees will begin receiving benefits available to board approved employees. Sick leave, vacation, holidays, and other paid leave paid during the probation period would be recovered from the employee if not board approved for continued employment.

## ARTICLE 7

### Work Year

Section 7.1 Work Year for Instructional Assistants. The length of an Instructional Assistant employee work year assignment is normally 183 days; however, this may be increased by the District at any time or decreased through the layoff procedure to meet the conditions created by an economic setback, inoperable facilities, a decrease in the work load, or other condition that reasonably requires a reduction in force. Regarding the three additional work days, building principals will schedule two preparation days during the August LEAP week. One (1) day will be for classroom or building preparation focused on IA assignments as directed by their building administrators and one (1) day may be used for building training or additional classroom preparation as determined by the building administrators. Notification of the scheduled LEAP days will be provided to employees within the first two weeks of August. Building Administrators will determine when the third day will be worked and will provide a minimum of two (2) weeks advanced notification to employees.

The Extended Day Supervisor may assign the three extra days to meet program needs with notification of the scheduled days to employees within the first two weeks of August.

Section 7.1.1 Work Year for Technical Support Specialists. District Technical Support Specialists have the responsibility of meeting the technology needs of the District throughout the entire year. These needs extend beyond the regular school year and in order to meet these needs the work assignment will be 260 days.

Section 7.1.2 Work Year for Head Start and Ready Start. The work year for Head Start and Ready Start Lead Teachers and Family Support Specialists shall be 167 days.

Section 7.2 An employee eligible for vacation, sick leave and other benefits shall accrue said benefits while on active work status. Employees on inactive work status such as during periods of leave and time between the ending and beginning of the work year assignment shall not accrue vacation, sick leave and other benefits.

Section 7.3 Optional Day. For the duration of this Agreement, each Instructional Assistant may work one optional work day at per diem pay subject to supervisor approval. This provision is not available to Technical Support Specialists, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers and Family Support Specialists.

Section 7.4 Professional Learning. There will be an Educational Compensation Program which provides for opportunities for the professional and personal development of employees covered by this Agreement. The goals of this program continue to be the following: (1) provides opportunities for the professional and personal development of the employee; and (2) results in benefits valuable to the District. The District will provide twenty thousand (\$20,000) dollars for

this program in each year. A joint committee made up of an equal number of District and union representatives shall determine the use of these funds.

Section 7.4.1 For the 2019-2020 school year, in accordance with the state's Paraeducator Certificate Program, Fundamental Course of Study (FCS), all Instructional Assistants and Extended Day Instructional Assistants will receive fourteen (14) hours of mandatory training. Each employee will be directed to register for seven specific classes, lasting two (2) hours each, with the Professional Learning Department. A schedule of these classes will be provided to employees in advance, and the classes will be conducted at various times, dates, and locations. Each staff member shall complete all seven classes prior to June 1, 2020. If an employee is attending a class outside of normal work hours or approved eLearning opportunities, they will be compensated at their regular hourly rate of pay for that time.

Should the State continue to require Paraeducator Certificate Program training beyond the 2019-2020 school year, the parties will meet to determine implementation for additional years.

Should the State determine to discontinue the Paraeducator Certificate Program, the parties will meet to discuss professional learning moving forward.

Section 7.5 Extra Help and Overtime. When building administrators and supervisors determine that a need exists for extra help or overtime during peak work periods, they shall initiate requests through their appropriate directors. Such requests shall be given immediate attention. Upon written request from the Union, the District will identify the budget sources used to fund peak work load periods for the school year.

Section 7.6 Release Time. Should the District require attendance of bargaining unit members at in-service/staff development activities, the District shall either provide release time for such attendance or pay the employee his or her hourly rate.

Section 7.7 Mandated Training. The District is willing to discuss implications of any federal or state mandated training for employees when the mandate is made. This topic is appropriate for periodic meetings held between the District and the Union.

## ARTICLE 8

### Work Day

Section 8.1 Work Day. The length of a work day within a department or building shall be that period of time designated by the supervisor of the department or building, not to exceed eight (8) hours and to be scheduled Monday through Friday. Flexible work hours shall be allowed where there is no disruption of the work place as determined by the building principal/supervisor.

Section 8.2 Lunch Period. The length of the employee's lunch period, which shall be unpaid, free of duty, and not less than one-half (1/2) hour, shall be determined by the supervisor and will be in addition to the work day. Technical Support Specialists may elect to take such unpaid duty-free lunch for a period of one-half (1/2) hour or one (1) hour provided that such election is made for the school year and does not interfere with appropriate coverage. Only those employees working four (4) hours or more per day shall receive a lunch period. The supervisor may under unusual circumstances require the employee to work through his or her scheduled lunch period. An employee who is required to work through the meal period shall be compensated for such time at the overtime rate of one and one-half (1 ½) times their rate of pay.

Section 8.3 Rest Periods. Employees working from three (3) to six (6) hours per day shall receive one (1) fifteen (15) minute rest period scheduled by the supervisor as part of the paid working day. Employees working more than six (6) hours per day shall receive two (2) fifteen (15) minute rest periods.

Section 8.4 Passing Time. Reasonable time shall be provided in the employee's work day to move from one assignment to the next. In the event an employee is not allotted such time, they may request the Building Administrator's assistance in scheduling this time.

Section 8.4.1 Email Use. Checking work email is a work duty to be done on work time and employees will be provided time within an employee's scheduled workday. This scheduled time will not be adjacent to recess duty. Should employees have concerns, they may request the Building Administrator's assistance in scheduling this time.

Section 8.5 Overtime by Permission Only. Under no circumstance shall the employee work more than the assigned number of hours per day without the express permission of the building principal or central leadership team member. In the event extra hours are required and approved by the supervisor; compensatory time off or pay shall be granted at the employee's option.

Section 8.6 Overtime Pay/Compensatory Time. Payment shall be made, or compensatory time shall be granted, at the employee's regular rate for hours up to and including forty (40) hours in the work week. Overtime pay or compensatory time at one and one-half (1 ½) times the employee's regular rate will be granted for authorized work time exceeding forty (40) hours in the work week. Compensatory time shall be granted within fifteen (15) calendar days of the time worked.

Section 8.7 Travel Time. All authorized travel time between job locations shall be considered time worked.

Section 8.8 Emergency Closure or Delay. When the District announces building or program closure(s) to the community, buildings will be presumed open to employees unless additional notification is made to the building employees that the building is closed. For 10-month employees in school buildings, in the event a building is closed to staff, the District may provide an alternate site, extend or adjust work days/hours; however, should the District determine the work days or work time will not be made up, those employees will receive their regular rate of pay. 12-month employees are allowed to make up any extra hours that are missed due to school delay or closure, as long as the additional time worked doesn't put the staff member into overtime status and it occurs within the pay period.

In the event of a delayed schedule, employees are expected to arrive on time for their normal work shift. However, if an employee is not able to make it on time safely, the employee may request an appropriate leave for that missed time. Employees shall communicate with their supervisor if they are delayed or unable to travel to work safely.

12-month employees are still expected to show up for work when possible. In these situations of school delayed start or full day closure, an alternative work location within the District may be provided by the District.

If there is an emergency that causes the entire District to close for students as well as employees, and the District determines that the work days or work time will not be made up by employees, then 12-month employees will receive their regular rate of pay for that time

determined.

Section 8.9 Flex Day. Employees may bank up to one (1) work day to be used later in the work year on a day that is mutually agreeable between the employee and the supervisor; preferably when a substitute is not required. Should a substitute be necessary, the cost will be charged to the building budget. Records will be maintained at the building to document when hours were worked and taken.

Section 8.10 Work Day Issues or Concerns Resolution. Employee(s) experiencing a work day issue or concern may fill out a "Work Day Issues and Concerns Form" (Appendix D) to seek resolution. A copy of the form will be submitted by the affected employee(s) to the direct supervisor and the Union President. The immediate supervisor will have ten (10) calendar days to respond. In the event an employee(s) believes the issues have not been resolved, the employee may request a review of the issue through the Labor Management Committee. Issues not resolved may be subject to grievance.

## ARTICLE 9

### Holidays

Section 9.1 Regular employees covered by this Agreement, working twenty (20) hours or more per week, shall receive the following prorated paid holidays:

Labor Day*	Day before New Year's Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Day before Christmas	Memorial Day
Christmas Day	Independence Day

\*If employee work year begins prior to Labor Day

Provided that:

- A. They are not on leave of absence or furlough, and
- B. They have worked half the work days in the calendar month in which the holiday occurs.

Section 9.2 Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Such designation shall be consistent with the school calendar.

Section 9.3 Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this Agreement shall be paid for the hours worked at one and one-half (1 ½) times their regular rate of pay in addition to the above holiday pay.

Section 9.4 10-month Instructional Assistants in buildings may, with approval from the school principal and/or associate principal, work additional hours in the month of November equivalent to the number of hours necessary to allow them to leave when students leave on the day before Thanksgiving. In the alternative, employees may also request discretionary leave or leave without pay, which shall be approved.

## ARTICLE 10

### Leaves

Section 10.1 Sick Leave. Sick leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Unused sick leave shall accumulate from year to year while the employee remains in the employ of the District.

The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year provided that should the employee terminates prior to the end of the school year a deduction shall be made for sick leave used in excess of accrual.

Section 10.1.1 Use of Sick Leave. Sick pay will be paid only for periods of absence caused by the employee's personal illness, injury, medical, dental or optical appointments or the illness or injury of an immediate family member, or other authorized uses listed in R.C.W. 49.46.210. Immediate family, for purposes of this section shall include parent, child, spouse, registered domestic partner, sibling, grandchild, grandparent. Child and parent shall include biological, adopted/adoptive, foster, de factor, step, in loco parentis, and legal guardian. The District may, at its discretion, and at its own expense, have the employee examined by a doctor of the District's choice at any time. Refusal of the employee to be so examined shall be cause for immediate discharge and said discharge shall not be subject to the grievance procedure of this Agreement.

Section 10.1.2 Use of Emergency Leave. Up to six (6) days per year of sick leave may be granted for absences due to:

- A. Illness or injury of a member of an employee's immediate family which requires the presence of the employee or for extension of bereavement leave because of special circumstances such as travel conditions and/or distance. Immediate family includes parent, child, spouse, registered domestic partner, sibling, grandchild, grandparent. Child and parent shall include biological, adopted/adoptive, foster, de factor, step, in loco parentis, and legal guardian.
- B. Situations will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable, and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.).

Additional sick leave beyond the 6 days may be requested due to extraordinary circumstances.

Section 10.1.3 The District may require the employee to submit proof of illness, injury, or emergency.

Section 10.1.4 Use of Emergency Leave. - Inclement Weather. The District and the Union recognize that inclement weather conditions may prevent the timely arrival of employees due to safety and/or other related reasons. In such situations, employees may use emergency leave, earned compensatory time, discretionary leave, or with the supervisor's approval, make up the time lost.

Section 10.1.5 Reinstatement of Sick Leave. In the event an employee returns to the employ of the District after resignation or termination for cause, accumulated sick leave will not be re-

established. In the event an employee returns to the employ of the District within three (3) years after layoff or within two (2) years after termination from probation, accumulated sick leave will be re-established upon recommendation from the Superintendent.

Section 10.1.6 Attendance Incentive Program. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at the rate equal to one (1) day's compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's compensation, PROVIDED that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury.

The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Section 10.2 Leave for Jury Service. An employee who is called for jury duty shall receive compensation at the employee's current rate of pay. Upon receipt of a jury summons the employee will immediately notify his/her administrator/supervisor and notify Human Resources via the leave request procedure. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service.

Section 10.3 Leave for Subpoena. An employee who is subpoenaed to appear in court as a witness other than in his/her own behalf or interest shall receive compensation at the employee's own rate. Upon receipt of a subpoena, the employee will immediately notify his/her administrator/supervisor and notify Human Resources via the leave request procedure. The employee will be required to furnish a signed statement from an officer of the court as proof of witness service. If the employee is plaintiff or defendant in a case, there shall be no compensation.

Section 10.4 Bereavement Leave. In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with compensation at the employee's own rate will be permitted. The immediate family of an employee shall be considered a spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption, or any individual permanently residing in the employee's residence and/or considered a part of the employee's immediate family. Bereavement leave shall be non-cumulative.

#### Section 10.5 Temporary Disability Leave

Section 10.5.1 Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons as determined by a physician, may request a temporary disability leave. Temporary disability leave may be requested for illness, injury, surgery or because of pregnancy or childbirth and may be requested only for the period of

actual disability and shall not exceed one (1) year or two (2) years in the event of an on-the-job injury.

Section 10.5.2 The employee shall file the request form with the immediate supervisor to be forwarded to Human Resources. If possible, such request shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave, if granted, will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The District may require a doctor's certification that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 10.5.3 Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The District may, at its discretion and at its own expense, have the employee examined by a doctor of the District's choice at any time.

Section 10.5.4 The position of an employee on a temporary disability leave for a period of sixty (60) working days or less will be filled by substitute employee(s). The position of an employee on a temporary disability leave scheduled to exceed sixty (60) working days will be filled in accordance with Section 15.1, but specifically only for the period of the leave. Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists. A regular employee who has completed the probationary period and is displaced by the return of an employee from temporary disability leave will be entitled to recall under the provisions in Section 15.8 Recall Definitions.

Section 10.5.5 An employee on approved temporary disability leave will retain accrued sick leave, vacation and seniority rights. Employees granted temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 10.1 Sick Leave.

Section 10.5.6 An employee who has exhausted all sick leave and is on a temporary disability leave may continue to participate in the employee health insurance programs, if available, at their own expense until the expiration of the leave.

Section 10.5.7 The District reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used in conjunction with this section.

## Section 10.6 Leave of Absence

Section 10.6.1 Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits (i.e., personal business, union business).

Section 10.6.2 Upon recommendation of the immediate supervisor through administrative channels to the Superintendent and upon Board approval, an employee working twenty (20) hours per week or more may be granted an extended leave of absence without pay for a period not to exceed one (1) year. Applications for such leave must be made in writing on a form supplied by the District on or before April 15 of the school year immediately preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written

request with the Superintendent or designee for exception to the April 15 deadline.

Section 10.6.3 An employee returning from an extended leave of absence of sixty (60) work days or less will be reinstated in the same position held prior to the leave if the position exists. An employee who returns from an extended leave in excess of sixty (60) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in level and hours (secondary/elementary/workgroup) to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment the District is released from all obligation under this article. An employee may choose to be reinstated in a vacant position in the same classification/workgroup the employee last held, or in a classification/workgroup the employee previously held for which the employee is qualified, which may be at a lower rate of pay or fewer hours or both.

If an employee voluntarily accepts a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph, provided that, if an employee who held a PERS position accepts a non-PERS position, he/she shall retain reinstatement rights until such time as he/she is offered a PERS position at his/her level (secondary/elementary/workgroup).

Section 10.6.4 The employee will retain accrued sick leave and other rights extended by the District while on leave of absence.

Section 10.6.5 Vacation leave, sick leave, or other benefits shall not accrue while an employee is on leave of absence.

Section 10.6.6 The employee will receive no credit for salary advancement while on leave of absence.

Section 10.6.7 If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the employee shall be considered as having resigned without notice and shall be terminated.

Section 10.7 Discretionary Leave. All employees shall earn three (3) regularly assigned days off work as Discretionary Leave at full salary which shall be available for any employee subject to the following limitations:

- shall not be used during the first and last week of school except for employees on a technology calendar
- shall not be used on any day(s) identified as a "black-out" period in the Technology Department
- shall not be used for any day immediately adjacent to a holiday/school break unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor and, if necessary, a substitute has been secured
- no more than one person at each site shall be permitted to be on Discretionary Leave at any time if a substitute is required (exceptions may be requested)
- the employee shall have received the supervisor's approval at least 24 hours prior to the date requested (except as identified above)
- Discretionary Leave days shall not be charged against sick leave

Employees who do not accrue vacation leave may carryover up to two (2) unused discretionary days by notifying payroll prior to the last day of school; lack of notification will result in a cash-out of any unused days. Cash-out will be at the substitute rate for their job



classification; however, at no time may an employee have a balance of more than five (5) discretionary days. Use of three (3) or more discretionary days in a row must be requested and approved at least two (2) weeks in advance and subject to the above limitations that are applicable.

Employees who accrue vacation leave may not carryover unused discretionary days and are not eligible for cashing-out any unused discretionary days.

Section 10.8 Child Care Leave. Any employee may be granted child care leave for up to one (1) year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long-term child care leave will be without compensation and District benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child care leave will be placed in accordance with the provisions in Section 10.6.3.

Section 10.9 Vacation Leave

Section 10.9.1 Regular employees (employees who work 4 hours or more per day and are not hired as a substitute) covered by this Agreement will receive one (1) pro-rated vacation day per each month worked to a maximum of twelve (12) pro-rated days per year in accordance with the chart below (years shall mean years in the SEIU bargaining group):

Days	Years 0 – 5	Years 6 – 10	Years 11 - 15	Years 16+
Per Month	1	1.417	1.583	1.833
School Year (non-twelve-month employment)	10	14	16	18
260+ (12-month employment)	<u>14</u>	17	19	22

Section 10.9.2 All twelve-month (260+ days) employees eligible for additional vacation allocation in accordance with the chart above will be credited with such additional allocation on August 16<sup>th</sup> following completion of such qualifying service year.

Section 10.9.3 Vacation time may be carried over to a maximum of eleven (11) days or eighty-eight (88) hours (pro-rated) for employees annually. Vacation shall be scheduled at the request of the employee, subject to the approval of their immediate supervisor.

Section 10.9.4 When twelve-month employees accrue vacation leave, are denied requested vacation leave (excluding requests during identified Black Out Periods) and cannot schedule any such vacation prior to the end of the fiscal year, the vacation days denied as a result of the District’s need for the employee’s services may be carried over to the following fiscal year. This carry-over will be in addition to the carry-over identified in Section 10.9.3 above. If the unused vacation time is not taken during the subsequent fiscal year, the employee shall be paid for the unused vacation time at the employee’s regular rate of pay.

Section 10.9.5 School year employees shall receive their vacation leave as additional compensation paid in even increments pro-rated over the twelve-month period. Employees shall be credited the number of vacation days on the anniversary of their first work day in the bargaining group.

Section 10.9.6 Upon termination from regular service, an employee will be paid for his/her accumulated vacation hours provided the employee provides ten (10) work days written notice of separation.

Section 10.9.7 In the event of an employee's death, all accrued vacation days shall be paid to the employee's estate.

## ARTICLE 11

### Compensation

Section 11.1 Automatic Payroll Deposit. Effective January 1, 1997, all employees covered by this Agreement shall, as a condition of employment, authorize the automatic deposit of their earnings to a banking institution of their choice.

Only very limited exceptions to this rule shall be considered by the District. The Union specifically agrees to assist the District in enforcing this provision. There shall be no exception to this provision for new employees hired after January 1, 1997.

Section 11.2 Wage Schedule. All employees covered by this Agreement shall be paid in accordance with the salary schedule contained in Appendix A of this Agreement. Appendix A will become effective on August 16, 2019. Additional amendments will be amended as follows:

Effective August 16, 2020, the District shall increase the 2019-2020 salary schedule by two and one tenth percent (2.1%) OR by the state determined inflationary adjustment for classified school district employees for the 2020-2021 school year, whichever is higher.

Effective August 16, 2021, the District shall increase the 2020-2021 salary schedule by two percent (2.0%) OR by the state determined inflationary adjustment for classified school district employees for the 2021-2022 school year, whichever is higher.

### **Longevity**

Employees of the Bargaining Unit shall receive the following longevity increases:

Employees with 21+ years of service in the bargaining unit will receive an additional 0.50 cents per hour.

Employees with 26+ years of service in the bargaining unit will receive an additional 0.75 cent per hour.

Such longevity increases will be cumulative and provided to employees on their anniversary date.

Section 11.3 In the event a para-educator or secretary is absent and there are no para-educator or secretary substitutes and an IA is assigned to perform the duties and responsibilities of a para-educator or secretary, such IA shall be entitled to a differential of one dollar and fifty cents (\$1.50) per hour for the hours performing para-educator and secretary duties.

## ARTICLE 12

### Insurance

The parties agree that the existing insurance provisions identified in Article 12, Insurance, Section 12.1 through and including Section 12.3 will remain in effect through December 31, 2019. Effective January 1, 2020 the School Employee Benefit Board (SEBB) will be responsible for providing the administration of the health benefits (medical, dental, vision, life and long-term disability insurance) as it pertains to employees covered under this Agreement and Article 12 of the contract will be null and void. The District will comply with State Law regarding the eligibility and implementation of SEBB.

Section 12.1 For all employees, the District shall contribute a sum of money equal to the eligible regular employee's FTE portion of the state-funded contribution per month, plus a monthly supplement of twelve dollars (\$12.00) to the benefit pool identified in Section 15.2 below, toward the cost of District-approved group medical, dental and life insurance. An FTE shall constitute 1440 or more hours in a school year. This provision will apply to the extent that the state allows the District to continue providing these benefit dollars above state allocation levels.

To be eligible for such coverage, the regular employee must work twenty (20) or more hours per week. Such contribution shall first include the full cost of dental insurance and life insurance in an amount equal to the employee's annual salary to the nearest thousand dollars, based on hours of work assigned as of November 1. For new employees, the life insurance amount shall be based upon initial assignment. Such contribution shall be made twelve (12) months of each year on the condition that the employee sign and return his/her Notification of Continued Employment.

Section 12.2 All insurance money mentioned in 12.1 above which is not used by eligible regular employees shall be placed in a pool. In addition, the monies saved by the District as well as any unclaimed monies from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans will be added to this benefit pool. Each eligible regular employee may draw on this pool according to his or her needs and the provisions of the policies. Should the need of all employees exceed the amount in the pool, each employee's individual benefit shall be reduced the same dollar amount, provided that no eligible regular employee's insurance benefit shall be reduced below his/her FTE allowable benefit.

Section 12.3 To ensure compliance with State law, employees will be required to pay a minimum of nine dollars (\$9.00) for August 16, 2019 through December 31, 2019.

Section 12.4 Washington State Paid Family and Medical Leave. Effective August 16, 2019, the District and employee will be subject to the rights and responsibilities of the Paid Family and Medical Leave program (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility and use will be determined in accordance with the law.

## ARTICLE 13

### Discipline/Discharge

Section 13.1 Employees shall be disciplined and discharged for just cause. The issue of just cause may be determined through the arbitration provision of this Agreement.

## ARTICLE 14

### Grievance Procedure

Section 14.1 Grievance Procedure. A grievance is defined as an alleged violation of a specific provision of this Agreement.

### Section 14.2 Grievance Steps

Section 14.2.1 - Step 1, Oral Discussion. The employee shall first discuss the grievance with his/her immediate supervisor. This shall be done within fifteen (15) work days after the employee should reasonably have knowledge of the occurrence which gives rise to the alleged grievance. A representative of the Union may, at the employee's option, be invited to attend and/or speak in behalf of the employee. Every effort should be made to resolve the grievance at this level in an informal manner.

Section 14.2.2 - Step 2, Grievance Reduced to Writing – Supervisory Level. If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will reduce to writing a statement of the grievance which will contain the following: a) the facts upon which the grievance is based; b) a reference to the articles and sections of the Agreement alleged to have been violated; and c) the remedy sought. The employee, within ten (10) work days following the Step 1 discussion, will submit the written grievance to the immediate supervisor for reconsideration, with copies to the Director of Employee Relations. The parties will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and to speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 14.2.3 – Step 3, Next Line Administrator Level. If no settlement has been reached in Step 2, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within ten (10) work days to a central leadership team administrator designated by the Superintendent. After such submission, the designated administrator and employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 14.2.4 – Step 4, Superintendent Level. If no settlement has been reached in Step 3, within the specified time limits and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the Superintendent. After such submission, the Superintendent or Deputy Superintendent and the employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and speak on behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance. The decision of the Superintendent or Deputy Superintendent shall be final and binding upon the parties except as provided in Section 14.2.5.

Section 14.2.5 Arbitration. If a grievance is not satisfactorily resolved at Step 4, the Union may, within fourteen (14) calendar days after receipt of the written response in Step 4, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provision of this Agreement.
- B. The arbitrator's decision shall be final and binding on the District, and the Union and the employees involved.
- C. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The District and Union will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Section 14.3 Time Limits. The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District or grievant to act within the time limits will move the grievance to the next step automatically. Failure on the part of the Union to submit an appropriate grievance to arbitration shall constitute withdrawal of the grievance. The District and the Union may mutually agree in writing to extend the time limits at any one of the steps.

#### Section 14.4 Grievance Requirements

Section 14.4.1 Grievance claims involving retroactive compensation will be limited to no more than forty-five (45) days prior to the written submission of the grievance to the District.

Section 14.4.2 In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 14.4.3 The District will not discriminate against any individual employee or the Union for taking action under this Article.

Section 14.4.4 Upon a reasonable request of the Union, the District will cooperate in the Union's investigation of any grievance and will furnish the Union such information germane to the grievance.

Section 14.4.5 All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file.

Section 14.4.6 Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

Section 14.4.7 Prior to submitting written evidence in a grievance proceeding, such material shall be shown to the other party.

## ARTICLE 15

### Personnel Actions

#### Section 15.1 Vacancies

Section 15.1.1 Definition. A vacancy shall be defined as a position opening as determined by the District. The District shall not fill any vacant position with a substitute employee for longer than 45 work days.

#### Section 15.1.2 Procedure for Filling Vacancies

- A. The Human Resources Department will make every effort to post vacancies within ten (10) working days of receipt of a requisition from the principal or program manager.
- B. Position vacancies within the bargaining unit that cannot be filled by a qualified laid-off employee will be posted in all District facilities for five (5) workdays.
- C. Bargaining unit employees may apply for any posted vacant position. Employees currently working in the job classification or building/workgroup of the vacant position shall be given preference by district seniority provided they are qualified.
- D. If no one in the current job classification or building/workgroup applies for the open position, the employee with the earliest seniority date who is fully qualified to perform the work involved shall fill the vacant position when qualifications and performance are substantially equal with others who sought the vacancy. Where it can be clearly substantiated that an outside applicant or substitute possesses greater qualifications, the District may fill the position with such person.
- E. Employees not selected for a vacant position will be notified by the Human Resources Department within five (5) workdays following the close of the selection process. The notification will state that the employee was not selected for the position and inform them that they can follow-up with one of the interviewers, citing proper contact information, to discuss the District's reasoning. If there has been a bypass of a senior bargaining unit employee in lieu of a more qualified applicant, such notification to the senior employee will also include the reason the employee was not selected for the position.
- F. Employees promoted to a new position may be placed in the position for a trial period of forty (40) workdays until he/she demonstrates the skills and abilities necessary to assume the position on a permanent basis. After a period of twenty (20) working days, the employee may determine that the placement is not appropriate and may elect to be returned to the position from which they last held. Should the employee remain in the position beyond twenty (20) working days, prior to the completion of the forty (40) day trial period, the administrator/supervisor may determine that the assignment is not appropriate, and the employee shall return to the position they held.
- G. If the vacant position cannot be filled by a qualified applicant internally or externally, the District may consider less qualified bargaining unit employees who applied for the position, in seniority order, for training into the position. If the District elects to offer a training opportunity, the following conditions may apply:

1. The employee may have a trial service period. The trial service period shall not exceed six (6) months unless mutually agreed by the District and the Union.
2. The trial service period may include a training plan with learning achievement goals.
3. If the supervisor determines that the trial service period has been unsuccessful, the employee shall return to a position in their prior job classification, if available. If a position in their prior job title is not available, they shall be placed into the layoff recall pool.

Section 15.3 District Seniority. District seniority shall mean length of continuous service within the bargaining unit.

Section 15.4 Building/Workgroup Seniority. Building seniority for Instructional Assistants shall mean the length of continuous service within the Instructional Assistant's current building. Workgroup Seniority for Technical Support Specialists, Extended Day IAs, Head Start and Ready Start Head Teachers, Head Start Assistant Teachers, and Family Support Specialists shall mean the length of continuous service within the specific workgroup.

Section 15.5 Initial Assignment of Hours. Basic Allocation Hours are those hours that the District assigns to the buildings/programs in the spring.

Section 15.5.1 Assignment for the Coming School Year. In making assignments for the coming school year, principals/program managers will establish with the instructional assistants currently assigned to their schools and programs their preferences for assignments and hours of work for the upcoming year utilizing the "Initial Assignment Preference Form" (Appendix B).

Section 15.5.2 Spring Assignment of Hours. Principals/program managers will begin drafting a mock schedule for the coming school year taking into account the preferences and building/workgroup seniority of the instructional assistants, qualifications and program needs. A senior instructional assistant who has requested a preference of hours shall not be assigned fewer hours than a less senior instructional assistant. Principals/program managers will meet individually with members to discuss the draft assigned schedule at the earliest possible time, but before the end of the current school year.

Prior to the beginning of the school year, as soon as practicable, basic allocation hours will be determined by the principal/program manager and assigned to the employee currently holding those hours, regardless of seniority. If the instructional assistant holding those hours does not wish to continue with those hours, they will first be offered to other qualified instructional assistants at the site in seniority order.

If there are less than four (4) hours that are not selected by the building instructional assistants, the principal/program manager will assign those hours equitably beginning with the least senior person. If there are four (4) hour or more not selected, they will be posted as a vacant position.

Section 15.5.3 Assignment of Additional Hours. When time is added to a building or program the principal/program manager will first notify the employees in the affected program/classroom in order of seniority.

Those interested shall notify the principal/program manager of such interest. The additional time will be offered first to the employee in the affected program/classroom and then, to the

employee with the most building/workgroup seniority provided that person is qualified and available, and student and program needs are met.

Time assigned through this procedure shall not be considered continuing hours for the purpose of assigning hours for the coming school year if such time is assigned after October 15<sup>th</sup>, assigned due to a class size remedy, or other conditions of a temporary nature. This provision shall not apply if such time is assigned from the building preference pool.

If a disagreement occurs over the time assigned and cannot be resolved through informal discussions between the Union and the District, the issue may be subject to the grievance procedure in this Agreement.

Section 15.5.4 Assignment of Technical Support Specialists (TSSs). The District shall provide TSSs a minimum of fourteen (14) calendar days' notice prior to changes to any technical support school year assignment changes. This notification requirement does not apply to school breaks nor does it apply to temporary changes due to coverage of absent employees.

Section 15.6 Termination of Seniority. Seniority shall cease upon: discharge; voluntary termination; expiration of recall rights; or leaving the bargaining unit to accept a position within the District but outside the bargaining unit.

#### Section 15.7 Layoff and Reduction in Hours

##### Section 15.7.1 Reduction in Hours Definitions:

- An employee shall be deemed to have been reduced-in-hours when their current annual assigned hours are reduced below their previous continuing hours.
- Previous continuing hours shall be those hours assigned to an employee prior to October 15<sup>th</sup> of the previous work year, consistent with Section 15.5.

##### Section 15.7.2 Reduction in Hours Procedure

- A. When reductions in hours are necessary at a site, the reduction shall affect employees in building/workgroup seniority order with the least senior employee being affected first, to the extent possible within the parameters required by building/program needs.
- B. If building/program needs or the qualifications of an employee do not permit the reduction of the least senior employee's hours, the reduction process will continue from the next least senior employee until the number of hours lost by senior employees has been offered to those employees.
- C. If, after this process, an employee has been reduced below four (4) hours they may, at their option, elect to be identified as laid-off and enter into the layoff and recall procedures. Employees have five (5) workdays in which to make the decision to be laid-off and such decision shall be final.
- D. If, after this process, an employee has been reduced to zero hours they shall be deemed to be laid-off and shall enter into the layoff and recall procedures.
- E. An employee who is reduced in hours shall be placed in a building/workgroup preference pool for the following year, ending after the Initial Assignment of Hours



procedure has been completed.

- F. During the period the building/workgroup preference pool is in effect, if any additional hours become available, they shall be offered to employees in the building/workgroup preference pool in compliance with Section 15.5.3, Assignment of Additional Hours, in building/workgroup seniority order, until those employees are made whole for the hours they were reduced. Employees who refuse the additional hours shall be removed from the building/workgroup preference pool.
- G. The District shall notify an employee reduced through this procedure that they have been reduced, utilizing the "Initial Assignment of Hours Preference Form" in Appendix C. Such notification shall include:
  - 1. The employee's current assigned hours.
  - 2. The employee's current continuing hours.
  - 3. The number of hours the employee has been assigned.
  - 4. The number of hours they are eligible from the building/workgroup preference pool.
- H. Once building preference pools are finalized the principal/program manager shall give copies of the Initial Assignment Preference Forms to the designated building representative. The building representative will then be asked to forward the forms to a designated Chapter Officer. The information that the forms should include are:
  - 1. Those employee's current assigned hours.
  - 2. Those employee's current continuing hours.
  - 3. Those employee's new assigned hours.
  - 4. The number of hours those employees have a right to from the building/workgroup preference pool.

Section 15.7.3 Layoff Definitions:

- Layoff shall mean the termination of employment due to a need identified by the District to reduce staffing because of a change in program needs or financial necessity or as defined through Section 15.7, Reduction in Hours.
- Qualified, for the purposes of this section, shall mean previous experience, demonstrable abilities, the ability to train into a position within a reasonable period of time, or training, as determined by the District and does not result in a promotion.

Section 15.7.4 Layoff Procedure:

- A. The District shall schedule a special Labor/Management meeting at least sixty (60) days prior to implementing paragraph 3 below of this layoff procedure when a district wide reduction in hours may result in one or more employees being laid-off. During the Labor/Management discussion the District shall specify the need for the reduction of staff and the severity of the reduction. At this meeting the District shall provide the Union with the following information:
  - 1. Updated seniority lists (District and Building/Workgroup)
  - 2. Documentation to support the necessity for the reductions
  - 3. Plan of action, including the timelines the District is considering

- B. Prior to implementing A3 above of this procedure, the Union shall have the opportunity to call a follow-up Labor/Management meeting to discuss alternative solutions to the layoff, or solutions that may lower the impact of such a layoff.
- C. Employees will be laid-off by:
1. The reduction in hours procedure for the IA workgroup, provided that the District may elect to perform a layoff through section 3(b) of this procedure at their discretion.
  2. Classification in inverse order of district seniority for all workgroups other than IA's. Those with the lowest seniority will be the first selected.
- D. An employee selected for layoff may displace the most junior employee in another building/workgroup, by district seniority, for which the senior employee is qualified and which does not result in a wage increase. In lieu of displacing a junior employee, a senior employee identified for layoff may elect layoff. When employees are identified for layoff from buildings they shall be ordered on a list (Bumping Pool) with the District in order of District seniority. The District shall identify the number of employees that will be laid-off and develop a list of lowest District seniority employees (Bumping List). Those employees in the Bumping Pool may select a job from a junior employee on the Bumping List or elect layoff and such selection/election shall be in writing.
- E. Employees who are laid-off or placed in a different workgroup will be placed in a recall pool for up to one (1) year.

#### Section 15.8 Recall Definitions:

- Recall Pool shall mean the pool of employees who have been laid-off or have a right to a position in their original workgroup for up to one year.
- Original workgroup shall mean the workgroup from which the employee was laid-off.

#### Section 15.8.1 Recall Procedure

- A. Employees, when notified they will be placed in the recall pool, shall be given the recall form to fill out, see Appendix C. The form shall request current contact information, including: address, phone number, alternate contact name and phone number (if necessary). The form shall also state the employee is required to notify the District of any changes or additional contact information if they will be absent more than five (5) calendar days. Included on the form shall be a request for the geographic region that a laid-off employee will accept for recall, see C(2) of this procedure.
- B. Employees in the recall pool shall retain accrued sick leave, vested vacation rights, district seniority and building/workgroup seniority. Employees shall not accrue additional benefits or rights while in the recall pool unless they are working in a bargaining unit position outside of their original workgroup.
- C. Employees who are placed in the recall pool shall be ordered by District seniority and shall be offered open positions in the bargaining unit in that order, provided they are qualified.
1. Employees offered a position of less than four (4) hours may decline such offer without loss of recall rights.

2. Employees may select the geographic region to which they may be offered recall. The employee may select all of the regions or any combination of regions as identified on the recall form. An employee who refuses recall to a position within a region they selected more than once shall be removed from the recall pool.

D. The District will first attempt to contact persons selected for recall by telephone followed by a confirming letter. If not successful, the District will send notification by certified mail. The individual will have five (5) calendar days from receipt of notification to accept the position. If the employee fails to accept the position in writing within the time limit above it will be assumed that they have declined the position. Written notification from an employee to accept a position, for the purposes of this section only, shall include hand written notes, mailed letters, faxes and e-mails.

E. The District will notify the Union immediately of each individual selected for recall.

Section 15.8.2 Recall Notification. Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resource office.

Section 15.9 Transfers. Transfers are of two types: voluntary and involuntary. In cases where bargaining unit members' volunteer for a transfer they will lose their current building/workgroup seniority from which they are transferred and start a new seniority at their new building or workgroup. Those bargaining unit members who are involuntarily transferred will retain their former building/workgroup seniority and carry it with them to the new building or workgroup.

## ARTICLE 16

### No-Strike Agreement

Section 16.1 There shall not be authorized by the Union any strike, slowdown, sick-out, or any other stoppage of work. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, sick-out, or other stoppage of work by the Union occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 16.2 If the District agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written Agreement shall be reached between the Union and the District regarding the situation.

## ARTICLE 17

### Conditions of the Agreement

Section 17.1 Waiver and Complete Agreement. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties are set forth in this Agreement. The Union voluntarily and unqualifiedly waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such

subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to the mutual written Agreement of both parties to amend or supplement it at any time.

Section 17.2 Severability. In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 17.3 Duration. This Agreement shall become effective on August 16, 2019 and shall continue in full force and effect through August 15, 2022. Not less than sixty (60) days prior to August 15, 2022, either party may give notice to the other party of its desire to modify this Agreement. After receipt of such notice, negotiations shall commence.

#### Section 17.4 Conformity to Law

Section 17.4.1 This Agreement will be governed and construed according to the Constitution and laws of the State of Washington and Federal law and regulation. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

Section 17.4.2 If any provision of this Agreement is found to be contrary to law, the Board and Union agree to commence bargaining on such provision as soon as reasonably possible.

## ARTICLE 18

#### Section 18.1 Contract Reopener

Section 18.2 Not less than sixty (60) days prior to August 15, 2022, either party may give written notice to the other party of its desire to open negotiations to modify Article 14, Compensation.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 925

LAKE WASHINGTON SCHOOL DISTRICT  
NO. 414 BOARD OF DIRECTORS

Sept. 9, 2019  
Date

By Marilyn Stodghill  
Marilyn Stodghill, Chapter President

By Janet Zins  
Janet Zins, Chapter Communications

By Scott Hagerman  
Scott Hagerman, Instructional Assistant

By Tammie Kelly  
Tammie Kelly, Extended Day

By Teresa O'Leary  
Teresa O'Leary, Instructional Assistant

By Amie Weaver  
Amie Weaver, Tech Support Specialist

By Tricia Schroeder  
Tricia Schroeder, Executive Vice-President

By Aaron Horton  
Aaron Horton, Organizer

Sept. 9, 2019  
Date

By Siri Bliesner  
Siri Bliesner, Board President

**Appendix A**  
WAGE SCHEDULE

Rates Effective August 16, 2019

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>	<b>Step</b>
Head Start Assistant Teacher	P1TA		
0-5 years of service		19.77	A
6-10 years of service		20.56	B
11-15 years of service		21.38	C
16+ years of service		22.24	D
Head Start/Ready Start Teacher	P1HT		
0-5 years of service		25.46	A
6-10 years of service		26.48	B
11-15 years of service		27.54	C
16+ years of service		28.64	D
Family Support Specialist	P1SW		
0-5 years of service		30.80	A
6-10 years of service		32.03	B
11-15 years of service		33.31	C
16+ years of service		34.65	D

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>	<b>Step</b>
Instructional Assistant			
0-5 years of service	PXIA	19.42	A
6-10 years of service	PXIB	20.20	B
11-15 years of service	PXIC	21.01	C
16+ years of service	PXID	21.85	D

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>	<b>Step</b>
Extended Day Instructional Asst			
0-5 years of service	P5EXA	20.89	A
6-10 years of service	P5EXB	21.73	B
11-15 years of service		22.59	C
16+ years of service		23.50	D

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>	<b>Step</b>
Technical Support Specialist	P5SD		
0-5 years of service		29.77	A
6+ years of service		30.96	B

**APPENDIX B**

**INSTRUCTIONAL ASSISTANT INITIAL ASSIGNMENT  
PREFERENCE FORM  
for  
20\_\_/\_\_ SCHOOL YEAR**

Name: \_\_\_\_\_

Years of Building Seniority \_\_\_\_\_

Current Number of Hours: \_\_\_\_\_

Current Assignments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preferred Number of Hours: \_\_\_\_\_

Preferred Assignments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As per Section 15.5 of the negotiated Agreement, principals/program managers will make assignments for the coming school year taking into account the preferences and building/workgroups seniority of the Instructional Assistants, qualifications and program needs.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPENDIX C**

**SEIU RECALL FORM  
Section 15.8**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address and PO Box, if applicable)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Current Job Classification/Workgroup: \_\_\_\_\_

Please check the geographic regions that you would accept for recall:

- Juanita Learning Community
- Lake Washington Learning Community
- Redmond Learning Community
- Eastlake Learning Community

Per Section 15.8.1 of the negotiated Agreement, employees who have been laid off will be placed in the recall pool. Employees are required to notify the District (Human Resources) of any changes in contact information if an employee is absent more than five (5) calendar days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**APPENDIX D**

**Work Day Issue Concern FORM  
Section 8.10**

*(Please send a copy to your Supervisor and the Union President)*

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Please check the issue/concern you would like to address:

- Work Schedule (gap time, administrative time, passing time)
- Work Resources (computers, supplies, etc.)
- Safety
- Other

Please describe your issue or concern

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Please describe the desired resolution

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date