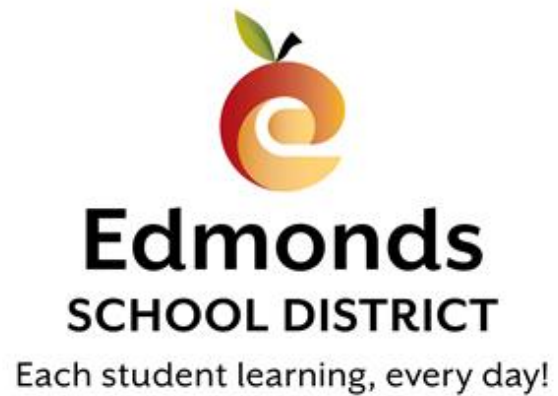


COLLECTIVE BARGAINING AGREEMENT BETWEEN
EDMONDS SCHOOL DISTRICT #15
AND
CLASSIFIED SUPPORT STAFF OF EDMONDS #1127

SEPTEMBER 1, 2018 - AUGUST 31, 2022



Public School Employees of Washington/SEIU Local 1948
P. O. BOX 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	1
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	5
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	7
ARTICLE VI HOURS OF WORK AND OVERTIME	7
ARTICLE VII HOLIDAYS AND PAY IN LIEU OF VACATION	10
ARTICLE VIII LEAVES	10
ARTICLE IX PROBATION, SENIORITY, LAYOFF AND DISPLACEMENT PROCEDURES	16
ARTICLE X VACANCY, ASSIGNMENT AND TRANSFER	21
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	23
ARTICLE XII INSURANCE AND RETIREMENT	24
ARTICLE XIII STRIKE OR WORK STOPPAGE	25
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	25
ARTICLE XV GRIEVANCE PROCEDURE	26
ARTICLE XVI SALARIES AND EMPLOYEE COMPENSATION	28
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	30
SIGNATURE PAGE	31
SCHEDULE A	32
SCHEDULE B - Classifications	33
APPENDIX I PARAEDUCATOR DISPLACEMENT FORM	
APPENDIX II PARAEDUCATOR TRANSFER REQUEST FORM	
APPENDIX III PARAEDUCATOR POSITION REVIEW PROCESS	
MEMORANDUM OF UNDERSTANDING - Insurance	
MEMORANDUM OF UNDERSTANDING - Longevity/Vacation Pay	
MEMORANDUM OF UNDERSTANDING - Benefit Contribution	
LETTER OF AGREEMENT - Article XIV	
MEMORANDUM OF UNDERSTANDING - Salaries	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

This Agreement is made and entered into between Edmonds School District Number 15 (hereinafter "District") and Classified Support Staff of Edmonds, 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 described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.59.020 (c) (i) (ii).

Section 1.3.

Upon receipt of a reasonable request, the District will provide the Association changes to job descriptions of employees described in Section 1.4.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all regular employees occupying positions listed in Schedule B.

Section 1.5.

Individuals who work in any one position for ninety (90) consecutive calendar days, excluding Winter Break and Spring Break shall become a regular employee with all Association rights, wages and benefits for the remainder of the school year only.

A R T I C L E I I

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work

1 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
2 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
3 release employees from duties because of lack of work or for other legitimate reasons. The District
4 shall retain the right to maintain efficiency of the District operation by determining the methods, the
5 means, and the personnel by which operations undertaken by the employees in the unit are to be
6 conducted. The District will not assign any bargaining unit work as defined in Article I to non-
7 bargaining unit employees.

8
9 The District and the Association will meet prior to September 1, 2019 to update the previously
10 published document titled "Considerations for the use of volunteers at school". Once this document is
11 updated, it will be distributed to all buildings.

12
13 **Section 2.2.**

14 The right to make appropriate rules and regulations shall be considered acknowledged functions of the
15 District. In making rules and regulations relating to personnel policies, procedures and practices, and
16 matters of working conditions, the District shall give regard and consideration to the rights of the
17 Association and the employees and to the obligations imposed by this Agreement.

18
19
20
21 **ARTICLE III**

22
23 **RIGHTS OF EMPLOYEES**

24
25 **Section 3.1.**

26 It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of
27 penalty or reprisal, to join and assist the Association.

28
29 **Section 3.1.1.**

30 The Association agrees to meet promptly with any employee(s) who indicates dissatisfaction
31 with the performance or services of the Association.

32
33 **Section 3.2.**

34 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
35 Association representatives and/or appropriate officials of the District.

36
37 **Section 3.3.**

38 Employees of the unit subject to this Agreement have the right to have Association Representation at
39 meetings between themselves and supervisors or other representatives of the District as hereinafter
40 provided by Article XI and Article XV. Nothing in this article is intended to prevent supervisors from
41 meeting with employees individually regarding regular routine work matters.

42
43 When asked to a meeting the employee has the right to ask and be told the subject matter of the
44 meeting. If the meeting could result in disciplinary action, the notification must be given twenty-four
45 (24) hours in advance to allow for the arrangement of Association representation.

1 **Section 3.4.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this
3 Agreement on the basis of race, creed, color, gender, sexual orientation, gender identity, veteran status,
4 national origin, age, religion, disability, marital status, or any other basis prohibited by law or
5 Edmonds School District policy, unless based upon a bona fide occupational qualification; provided,
6 that the prohibition against discrimination because of handicap shall not apply if the handicap prevents
7 the safe, proper or efficient performance of the employee's duties.

8
9 **Section 3.5.**

10 Each employee's performance evaluation(s) will be reviewed with that employee. The employee will
11 sign the performance evaluation(s). The employee's signature will indicate only that the employee has
12 seen the evaluation(s). A performance evaluation will not affect step placement on Schedule A of this
13 Agreement.

14
15 At any time during the year, if a supervisor is concerned that an employee's performance is
16 unsatisfactory, the supervisor will discuss the performance concerns with the employee and state the
17 performance expectations.

18
19 **Section 3.6.**

20 An employee may be evaluated at any time on District-approved forms, provided, however, each
21 employee shall be evaluated at least once annually, no later than May 31st.

22
23 **Section 3.6.1.**

24 The site administrator may provide written comments.

25
26 **Section 3.6.2.**

27 The employee may attach his/her own written comments to the evaluation, provided such
28 attachment is presented within five (5) workdays of the date of the evaluation.

29
30 **Section 3.6.3.**

31 If an evaluator determines that an employee's performance needs improvement, the evaluator in
32 consultation with Human Resources, will develop and present an improvement plan to such
33 employee, provided that this Article shall not be construed in any way as prohibiting the
34 District from dismissing an employee whose performance is determined to be unsatisfactory.
35 Any such dismissal shall be in accordance with Section 11.1 of this Agreement.

36
37 **Section 3.7.**

38 It shall be the goal of the District to notify paraeducators of tentative placement and the number of
39 hours assigned as soon as practicable, by August 15 if possible.

40
41 **Section 3.8.**

42 Paraeducators shall not be required to develop lesson plans.

43
44 **Section 3.9.**

45 Paraeducators shall not be required to transport students in privately owned vehicles.
46
47
48

1 **Section 3.10.**

2 The District shall maintain a single personnel file for each employee which shall be kept in the Human
3 Resources Division and shall be controlled by the Executive Director of Human Resources or his/her
4 designee. The employee shall have the right to review his/her personnel file in the presence of a
5 Human Resources administrator at a time and place mutually agreeable. Such review may be done in
6 the company of a person of the employee's choosing. A copy of any complaint and/or derogatory
7 material relating to an employee must be given to the employee before the material is placed in the
8 personnel file. The employee shall have the exclusive right to attach a signed and dated response to
9 any such material; such written response must be presented for attachment within ten (10) calendar
10 days of the date the material was received by the employee. After two (2) years, at the request of the
11 employee, any warning or reprimand shall be removed from the District personnel file provided that no
12 subsequent warning(s) or reprimand(s) has been issued the employee during that period.

13
14 Notices of disciplinary action relating to the following shall not be subject to removal from the
15 personnel file:

- 16
- 17 ▪ Sexual abuse or sexual harassment of students or other persons.
- 18 ▪ Sexual contact with students.
- 19 ▪ Violence, unnecessary use of force, or physical abuse directed at students or other persons.
- 20 ▪ Racial, ethnic or sexual slurs.
- 21 ▪ Improper off-duty conduct involving students.
- 22

23 **Section 3.10.1. Supervisor Files.**

24 An employee's supervisor may maintain a supervisory file at his/her worksite. The
25 supervisory file is kept for the purpose of containing material pertinent to the
26 employee's performance and for completion of an employee's evaluation(s). The
27 supervisory file will be open for review by the employee upon request of the employee
28 to set a mutually agreeable time for such review.

29
30 The supervisor's file may be maintained as long as the supervisor has the responsibility
31 for evaluating the employee's performance at the worksite or program. When those
32 responsibilities end, the contents of the file will be forwarded to Human Resources.

33
34 **Section 3.11.**

35 When health and safety concerns arise, the employee will first attempt to work out such
36 concerns at the building level. If the employee is not satisfied that a resolution is reached,
37 he/she will notify the Association President who will assist in taking the concern to the District
38 Safety Committee. If the employee is not satisfied that a resolution is reached, the employee
39 may meet with the Superintendent or designee.
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit and to present its views to the District on matters of concern.

Section 4.2.

The Association has the right to have an observer at hearings conducted by any District official or body arising out of grievance after an initial discussion between the employee and a supervisor unless the employee objects in writing.

Section 4.3.

With two (2) weeks prior notification to the District in regard to each specific action, the Association may delegate any responsibility contained herein to an appropriate official of the Public School Employees of Washington.

Section 4.4.

During the term of this Agreement, the District will quarterly provide the Association with the name, hire date, hourly rate and hours per day worked by employees in the bargaining unit. Newly hired employees' information will be provided on a monthly basis.

Section 4.5.

A representative of Public School Employees of Washington, upon a request being approved by the Superintendent of Schools or designee, shall have access to the District premises during business hours, provided that the Association representative will in no way hamper or obstruct the employee(s) normal work.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington to visit with employees in the appropriate bargaining unit for purposes of grievance procedures and/or general information data, as long as it does not disrupt normal school activities. The visiting delegate shall notify the Building Principal or supervisor of his/her arrival.

Section 4.6.

The District shall provide space on existing bulletin boards in each building for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned Association notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature other than herein provided.

Section 4.6.1.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.7.

No rival organization shall enjoy any of the rights contained herein except as provided by law.

1 **Section 4.8.**

2 If the District determines there is a need to contract out Paraeducator work, it will notify the
3 Association within ten (10) days after the decision is made.
4

5 **Section 4.9. Association Release Time.**

6 Classified employees who are duly authorized by the Association and District and who are mutually
7 scheduled by the parties to participate during working hours in meetings shall suffer no loss of pay for
8 attendance at said meeting, provided no overtime will be paid. Employees may take Association leave
9 or use flex time to attend meetings and the Association shall pay for a substitute if one is needed.
10

11 **Section 4.9.1. Association Business Leave.**

12 Employees who are duly authorized by the Association and District shall be granted
13 Association business release time up to a maximum of ten (10) days per school year, for the
14 purpose of conducting Association business not related to the District. The Association shall
15 reimburse the District the cost of the employees' wages and benefits.
16

17 **Section 4.10.**

18 Employees shall be provided a secured place at their worksite for personal belongings (purses, coats,
19 etc.) including keys or codes, if necessary, to access that secured place and their regular workspaces
20 during their regular working hours.
21

22 **Section 4.11.**

23 The Association may use employee mailboxes for communication to employees provided that a copy
24 of each item so distributed, except bargaining surveys, grievance information, Association financial
25 information, and Association election ballots, is delivered to the Human Resources Director at the time
26 of the distribution.
27

28 **Section 4.12. COPE Contribution (Committee on Political Empowerment).**

29 The Employer agrees to deduct and transmit to the Union a specified amount from each employee's
30 pay, subject to the voluntarily executed COPE payroll authorization form.
31

32 The Union agrees to indemnify the Employer for any penalties, fines, sanctions or payments (including
33 payments to employees for wrongfully withheld wages), attributable to withholdings pursuant to
34 authorization deductions that have been submitted on the SEIU 1948 Voluntary COPE Contribution
35 forms.
36

37 **Section 4.13.**

38 New employees will be provided an opportunity to meet with a PSE representative for thirty (30)
39 minutes during the first ninety (90) days of the employee's start date. The thirty (30) minutes will
40 occur during the new employee's work shift as paid time. These opportunities will occur during new
41 employee orientation when possible.
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for negotiation between the District and the Association are hours, wages, grievance procedures and working conditions of employees in the bargaining unit subject to this Agreement. The District will bargain with the Association regarding the Traditional School Calendar prior to adoption. The District agrees to reopen the contract to negotiate the work year calendar if the District adds or subtracts days to the current 180 student instructional days on the school calendar, prior to adoption.

Section 5.2. Labor Management Meetings.

Representatives of the Association and District shall meet and confer at least quarterly throughout the school year to consider issues of concern which may be raised by either party. Upon mutual agreement, the parties may cancel any meeting. The PSE Labor Management Committee shall consist of members of the Association, selected by the Association, who shall meet with the Director of Human Resources for Classified Staff and/or his/her designated representatives on a mutually agreeable, regular basis to discuss appropriate matters.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday. The workweek shall be described and paid as worked.

Section 6.2.

Each employee shall be assigned to a definite and regular shift and workweek with designated terms of beginning and ending, which shall not be changed without prior notice to the employee of one (1) workweek, except in emergency situations or when the District determines that the unique nature of a position requires a flexible schedule.

Section 6.2.1.

Following submission of the State Report in November, the District will provide to each employee the following information: hourly wage, F.T.E., and insurance entitlement.

Section 6.3.

Each shift in excess of five (5) hours per day shall include an unpaid uninterrupted lunch period from thirty (30) to sixty (60) minutes duration, as determined by the building administrator, as near the middle of the shift as possible. Each shift of three and one-half (3-1/2) to five (5) hours may include an unpaid uninterrupted lunch period from thirty (30) to sixty (60) minutes' duration, as determined by the building administrator, as near the middle of the shift as possible. Each shift of less than three and one-half (3-1/2) hours per day shall not be subject to a mandatory unpaid lunch period.

1 **Section 6.4.**

2 Each employee who works at least three and one-half (3-1/2) hours per day will receive a fifteen (15)
3 minute rest period. A second rest period of fifteen (15) minutes duration will be provided each
4 employee who works seven and one-half (7-1/2) hours per day.

5
6 **Section 6.5.**

7 An employee required to work through his/her regular lunch period will be given time to eat at a time
8 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
9 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
10 be compensated for the foregone lunch period at the overtime rate.

11
12 **Section 6.6.**

13 In the event of an unscheduled school closure, the District will request the Emergency
14 Communications System to announce such closure.

15
16 **Section 6.7. Overtime.**

17 An employee who is authorized overtime by the Superintendent or designee, and works more than
18 forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the
19 employee's base pay. Should both parties mutually agree that compensatory time will be provided in
20 lieu of compensation, such compensatory time will be provided at the rate of one and one-half (1-1/2)
21 times the overtime worked.

22
23 **Section 6.7.1.**

24 An employee called back on a regular workday shall receive no less than two (2) hours pay at
25 the appropriate rate.

26
27 **Section 6.8.**

28 An employee who is authorized by the Superintendent or designee to work extra time, beyond the
29 regularly assigned time (exclusive of overtime work), shall be compensated for such extra time at the
30 regular rate of pay. Should both parties mutually agree that compensatory time will be provided in lieu
31 of compensation, such compensatory time will be equal to the extra time worked.

32
33 **Section 6.9. Professional/Program Enhancement Hours.**

34 Annually during the life of this Agreement, each employee who is employed by the District on
35 November 15 shall have the option of working up to twenty (20) enhancement hours at the regular rate
36 of pay. Effective September 1, 2019 each employee that is hired between November 16 and January
37 31 shall have the option of working ten (10) enhancement hours at their regular rate. Upon hire, the
38 District may assign up to four (4) of the allocated enhancement hours for orientation and training.
39 Such hours are to be used for additional training or activities that promote and enhance the building
40 educational program, but are not intended to be used for training in preparation for another career field
41 (such as obtaining teacher or ESA certification). The use of such additional hours must be approved
42 by the building or program administrator.

43
44 **Section 6.10.**

45 The work year shall consist of 180 student days and three (3) additional work days as follows:

- 46 • One (1) non-student workday prior to the first day of the school year.
- 47 • Two (2) non-student workdays designated as professional development per Section 6.12.

1 **Section 6.10.1.**

2 Additional days in Section 6.10 are included in the annualized pay assignment based on the
3 employee’s average daily hours and their regular rate of pay. These days will be counted
4 towards benefit calculations.

5
6 **Section 6.10.2.**

7 An example of the calculation to determine average daily hours is: A Paraeducator who works
8 6.0 hours per day Monday through Thursday and 1.5 hours on Friday works a total of 25.5
9 hours per week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average Daily Hours.) The
10 employee would work 5.1 additional hours on a non-student workday.

11
12 **Section 6.11. Optional Days.**

13 Employees with sixteen (16) or more years of continuous service shall have the option, with employee-
14 supervisor agreement, of working two (2) additional days at their regular rate of pay. Employees may
15 work less than but not more than their regularly assigned hours. Hours worked must be submitted on a
16 payroll timesheet and shall not exceed two (2) calendar days.

17
18 **Section 6.12. Professional Development Days.**

19 In the interest of providing continuing professional development opportunities for Paraeducators,
20 during each year of the contract term employees will have two (2) additional days added to their base
21 work year for the purpose of attending District or Building-directed training. Employees will be
22 required to participate in the training on these days. The designated dates for the training will be
23 determined by the District. The decision regarding the professional development activities in which
24 the employee participates will be determined jointly by the supervisor and the employee and can
25 include high demand and required trainings like Right Response, CPR, etc. These high demand and
26 required trainings will still be offered at alternate times with the ability to timesheet the hours.

27
28 A subcommittee from the Labor Management Committee composed of two (2) members of the
29 Association and a representative from the Human Resources Department shall meet annually to discuss
30 the content of the District training days.

31
32 **Section 6.12.1. Professional Development Funds.**

33 The District shall establish a professional development fund in the amount of \$12,000 in each
34 year of this agreement in order to provide training opportunities, as outlined in Section 6.12, to
35 be administered in alignment with prescribed District procedures for the use of such funds. At
36 the Association’s request, the District will inform the Association of the balance remaining in
37 the professional development fund. Any remaining funds at the end of a school year shall be
38 carried over to the following school year. Unused funds may not be carried over for more than
39 one year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE VII

HOLIDAYS AND PAY IN LIEU OF VACATION

Section 7.1. Holidays.

Subject to the provisions of Section 7.1.1, all employees shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Eve Day | 6. Veterans' Day |
| 2. New Year's Day | 7. Thanksgiving Day |
| 3. Martin Luther King Day | 8. Day after Thanksgiving Day |
| 4. President's Day | 9. Christmas Day |
| 5. Memorial Day | 10. Christmas Eve Day |

Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their average daily hours at their regular rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have been compensated for their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday.

An example of the calculation to determine average daily hours is: A Paraeducator who works 6.0 hours per day Monday through Thursday and 1.5 hours on Friday works a total of 25.5 hours per week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average Daily Hours.) Employee compensation for an unworked holiday is 5.1 hours.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive pay at the overtime rate of one and one-half (1½) times the employee's regular rate for all hours worked on such holidays.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Sick leave is to be used for personal illness, emergency, or injury and recovery therefrom or to care for a child of the employee under the age of eighteen with a health condition which requires treatment or supervision. Temporary disability periods will begin and terminate on the dates established by the attending physician.

Sick leave shall be earned based upon one (1) day per month worked to a maximum of twelve (12) days per year; provided, however, no employee shall receive less than ten (10) days for

1 each full school year worked. All accumulation shall be based on average daily hours worked.
2 Deduction of sick leave shall be based on the employee's scheduled workday.

3
4 An example of the calculation to determine average daily hours is: Paraeducator who
5 works 6.0 hours per day Monday through Thursday and 1.5 hours on Friday works a
6 total of 25.5 hours per week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average
7 Daily Hours.) Employee would accrue 51.0 hours of sick leave.

8
9 A doctor's certificate may be required to verify illness whenever an employee is absent more
10 than five (5) consecutive days or in the event of a pattern of regular absences. Sick leave may
11 be used for doctor or dental appointments when such appointments cannot be scheduled during
12 non-work time.

13
14 **Section 8.1.1.1. Attendance Incentive Program -- Annual Conversion.**

15 Provided that RCW 28.A.400.210 is valid and in effect, any employee who at the end of
16 the calendar year shall have accumulated in excess of sixty (60) days of unused sick
17 leave may elect to convert unused sick leave earned the previous year in excess of sixty
18 (60) days to monetary compensation at the rate of twenty-five percent (25%) of the
19 employee's current, regular rate of compensation for each full day of eligible sick leave.
20 Any such election shall be made by written notice to the Human Resources Director
21 during the month of January. Any such annual conversion of accumulated sick leave
22 shall be subject to the terms and limitations of applicable regulations.

23
24 The goal of this program is to reduce absenteeism. Accordingly, continuation of this
25 provision shall be subject to evidence that the program is cost effective.

26
27 **Section 8.1.1.2. Attendance Incentive Program--Separation from District**
28 **Employment.**

29 Provided that RCW 28.A.400.210 is valid and in effect, any employee who separates
30 from District employment during or at the conclusion of a school year and who is an
31 "eligible employee" as defined by RCW 28A.400.210(2) may elect (personally or by
32 his/her personal representative, as appropriate) to convert accumulated unused sick
33 leave days to monetary compensation at the rate of one (1) day's current compensation
34 of the employee for each four (4) full days of accrued sick leave. For the purposes of
35 attendance incentive program use, pursuant to WAC 392-136-075, leave shall accrue to
36 a maximum of one hundred eighty (180) days, and no more than one hundred eighty
37 (180) accrued sick leave days shall be eligible for conversion. Any such conversion
38 shall be subject to the terms and limitations of applicable regulations.

39
40 The goal of this program is to reduce absenteeism. Accordingly, continuation of this
41 provision shall be subject to evidence that the program is cost effective.

42
43 **Section 8.1.2.**

44 In the event an employee is absent for reasons which are covered by Edmonds School District
45 Self-Insured Workers Compensation Program, the District shall comply with the Washington
46 State laws listed under RCW 28A.400.

1 **Section 8.1.3.**

2 A new employee, who has accrued sick leave while employed by another public school district
3 in the State of Washington, shall be given credit pursuant to state law for such accrued sick
4 leave if the employee, within the first twenty (20) workdays after hire, provides the District
5 with verification from the former district of the existence and amount of accrued sick leave.
6

7 **Section 8.1.4.**

8 Employees shall be permitted to participate in a Leave Sharing Program consistent with the
9 provisions of RCW 28A.400.380 and WAC 392-126.
10

11 **Section 8.2. Health Leave.**

12 Upon written application to the Superintendent or designee, uncompensated health leave not to exceed
13 one (1) year will be granted to any employee for illness or injury if that employee has exhausted all
14 accumulated sick leave. Such written application must be accompanied by a recommendation from the
15 attending physician or licensed practitioner. All conditions pertaining to the return to duties shall be
16 those described in Sections 8.15 and 8.16.
17

18 **Section 8.3. Bereavement Leave.**

19 An employee shall be allowed five (5) days of leave with full pay, for the death of each member of the
20 employee's immediate family. Immediate family shall include spouse/domestic partner, parents, step-
21 parents, grandparents, grandchildren, children, step-children and siblings of the employee or
22 spouse/domestic partner, or relative living in the employee's place of abode. Only for the purpose of
23 this section, an employee who has been lawfully designated as a legal guardian shall be considered
24 eligible under this section for leave. Up to an additional one (1) day with pay will be allowed for
25 travel when needed for necessary travel of more than 100 miles.
26

27 One (1) day of leave with pay shall be granted an employee for death of other relatives, when the
28 employee attends the funeral or memorial service.
29

30 An employee shall be allowed up to one (1) day, without pay, for the purpose of attending the funeral
31 or memorial service of a close personal friend.
32

33 Bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative.
34

35 **Section 8.3.1.**

36 Additional leave for bereavement may be granted at the discretion of the District. Such leave
37 shall be without pay.
38

39 **Section 8.4. Critical Family Illness Leave.**

40 An employee shall be allowed three (3) days of leave with full pay, for a situation deemed critical by
41 the attending physician, for each member of the employee's immediate family. Immediate family shall
42 include spouse/domestic partner, parents, step-parents, grandparents, grandchildren, children, step-
43 children and siblings of the employee or spouse/domestic partner, or relative living in the employee's
44 place of abode. Only for the purpose of this section, an employee who has been lawfully designated as
45 a legal guardian shall be considered eligible under this section for leave. Up to an additional two (2)
46 days with pay will be allowed for travel when needed for necessary travel outside the State of
47 Washington. Such paid leave is noncumulative and shall be deducted from accumulated sick leave.

1 Use of leave under this section shall be confined to situations not covered by Section 8.4.1. Family
2 Medical Leave.

3
4 **Section 8.4.1. Family Medical Leave.**

5 Pursuant to the provisions of the Family and Medical Leave Act (FMLA), the district shall
6 provide appropriate family and medical leave for eligible employees. The current twelve (12)
7 weeks of guaranteed unpaid leave provided by the FMLA, including Washington State Family
8 Leave Act (FLA), shall be considered to run concurrently with any leave provided in this
9 Agreement that fits the reasons for taking this leave under said law.

10
11 **Section 8.5. Child Care Leave.**

12 Upon written application to the Superintendent or designee, child care leave without pay may be
13 granted for up to one (1) year to an employee for the care of a newly born or newly adopted child
14 under the age of eighteen. If such child care leave is granted, the employee shall notify the
15 Superintendent and his/her immediate supervisor as soon as possible of his/her intention to take child
16 care leave and the planned time for the commencement of that leave. All conditions pertaining to the
17 return to duties shall be those described in Sections 8.15 and 8.16 below.

18
19 **Section 8.6. Personal Leave.**

20 Employees shall be granted up to two (2) days, based on their average daily hours, of noncumulative
21 personal leave with pay per year. Personal leave is not interchangeable with Emergency Leave.

22
23 An example of the calculation to determine average daily hours is: A Paraeducator who works
24 6.0 hours per day Monday through Thursday and 1.5 hours on Friday works a total of 25.5
25 hours per week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average Daily Hours.)
26 Employee would be granted 10.2 hours of personal leave.

27
28 An employee requesting personal leave shall make application on forms provided in each school at
29 least three (3) days in advance of such leave, if possible, but in no event more than one (1) day after
30 he/she returns to work following the leave.

31
32 The Superintendent or his/her designee shall review and approve or disapprove each application for
33 personal leave.

34
35 Effective September 1, 2019 as an incentive to reduce the use of personal leave, each employee who
36 did not use one or both of their personal leave days during the employee work year and has a personal
37 leave balance of three (3) or more hours, will have the option to be cashed out at the current substitute
38 paraeducator IA hourly rate of pay for the unused personal leave balance. The employee's personal
39 leave balance must be no less than three (3) hours to be cashed out. Request for cash out of unused
40 personal leave must be submitted to payroll on the designated form by June 30th of each year. Payment
41 of cash out will occur on the August payroll. The employee will not be eligible for this compensation
42 if the employee was in unpaid status at any time during the school year.

43
44 **Section 8.7. Emergency Leave.**

45 Employees shall be granted up to two (2) days of noncumulative emergency leave with pay per year
46 when a request for such leave meets the criteria below. Approved emergency leave shall be deducted
47 from accumulated sick leave. Emergency leave is not interchangeable with Personal Leave.

1 Criteria for Emergency Leave:

- 2
- 3 • A problem exists that is not minor in nature or for mere convenience of the employee;
- 4
- 5 • A problem exists that was suddenly precipitated so that preplanning was not possible.
- 6

7 Participation in or attendance at recreational or sporting activities or travel related to such activities
8 shall not be valid reasons for emergency leave.

9

10 An employee requesting emergency leave shall make application on forms provided in each school at
11 least three (3) days in advance of such leave, if possible, but in no event more than one (1) day after
12 he/she returns to work following the leave, and shall provide the reasons for the request on such form,
13 certifying that the problem attendant with the request could not be handled outside of the regular
14 workday.

15

16 Employees who take emergency leave for reasons which do not meet the above criteria will be subject
17 to appropriate disciplinary action.

18

19 The Superintendent or his/her designee shall review and approve or disapprove each application for
20 emergency leave.

21

22 **Section 8.8. Judicial Leave.**

23 In the event an employee is summoned to serve as a juror, or appear as a witness in court for the
24 District, or is named as a co-defendant with the District, such employee shall receive a normal day's
25 pay for each day of required presence in court; provided, however, that any compensation received for
26 such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily
27 pay.

28

29 **Section 8.9. Leave Of Absence.**

30 The Superintendent or designee may, upon the employee's written request, grant a leave of absence for
31 a period not to exceed one (1) year, without pay, to an employee who has completed two (2) or more
32 years of cumulative service with the District. Leave of Absence shall not be granted for an employee
33 to work another job. The employee must make application for leave. Such application must be in
34 writing to the Superintendent or designee

35

36 **Section 8.10. Military Training/Duty Leave.**

37 Up to twenty-one (21) annual days of military training/duty leave will be granted when an employee
38 who is a member of the National Guard or any Reserve Branch of the Armed Forces of the United
39 States is ordered to active duty. This military leave will be granted without loss of pay or other
40 benefits. Military leave will not be granted when the employee has choices of time for training/duty
41 and one of the times is not in conflict with his/her normal workdays.

- 42
- 43 1. Employees must be granted a military leave of absence without pay for service in the
44 uniformed services of the United States or the state, and to reinstatement as provided in Chapter
45 73.16 RCW, and WAC 367-31-370.
- 46
- 47
- 48

2. No adjustments are made to the seniority date, anniversary date, unbroken service date, vacation leave accrual rate, or periodic increment date while an employee is on paid military leave or a military leave of absence without pay or any combination thereof.
3. An employee whose spouse is being called into active duty will receive up to fifteen (15) days of unpaid leave in accordance with the Washington State Family Military Leave Act.

Section 8.11. Domestic Violence-Victims--Employment Leave.

Pursuant to RCW 49.76.030, employees will be granted domestic violence-victims employment leave.

Section 8.12. Religious Leave.

Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, in accordance with RCW 1.16.050. An employee requesting to take leave for religious purposes must submit written notification to Human Resources for review at least five (5) work days in advance of the requested leave.

Section 8.13. Job-Related Injury.

All employees must report immediately an industrial injury to the supervisor.

1. No employee shall return from a job-related injury to an assigned position or assume another position without proper release from the appropriate medical provider.
2. When an employee is eligible for time loss benefits, the employee may use his/her accrued sick leave to supplement the time loss benefits so that both payments combined will equal the employee's regular salary. Any overpayment to the employee shall be repaid to the District by the employee.
3. Where the District determines that light duty work is available, a regular employee who is approved by his/her physician to return to work for the light duty assignment may perform light duty. The employee will receive a reduced wage rate during the regular employee's assignment to a light duty schedule. Such light duty wage rate shall be determined by the District based on the duties the regular employee is approved to perform by his/her physician.

Section 8.14. Other Discretionary Leave.

An absence of short duration, not to exceed five (5) days, for reasons other than those specified in this Agreement may be granted, without pay, at the discretion of the Superintendent or designee.

Section 8.15. Notice.

An employee who desires to return to work from a leave shall notify Human Resources prior to reinstatement. Such notification should be made as soon as the requested date of return is known, but in any event, no later than seven (7) calendar days prior to the expiration of such leave or the requested date of return to work. An employee returning from health leave shall submit a physician's or licensed practitioner's statement of fitness for full duty; the District may require an employee to submit to examination by a doctor of its choosing at its expense before an employee returns to work from a health leave or any other time the fitness of an employee to perform his or her duties is in question.

1 In the event an employee who has been granted a leave does not make application to return to work in
2 accordance with the provisions contained in this Section, the employee shall forfeit all rights to
3 reinstatement of employment with the District.
4

5 In the event an employee who has been granted a leave submits an application to return to work prior
6 to the scheduled termination of such leave, the District shall have total discretion in regard to
7 reinstatement prior to the scheduled date of reinstatement.
8

9 **Section 8.16. Assignment Upon Return from Leave.**

10 An employee returning to work from a leave will be assigned to the position occupied before the leave
11 or to a position substantially equal to that held prior to the leave. An employee hired to fill a position
12 held by an employee on leave will be subject to all rights and duties contained in this Agreement,
13 except that seniority rights shall not accrue nor apply. The District shall inform replacement
14 employees of these provisions.
15

16 **Section 8.17. Benefits.**

17 An employee will retain accrued sick leave, accrued vacation rights and seniority rights while on
18 uncompensated leave. However, vacation credits, sick leave, and other benefits shall not accrue while
19 the employee is on uncompensated leave.
20

21 Health insurance and other insurance benefits provided through the District shall remain in force for
22 the initial twelve (12) weeks of health leave, family leave and child care leave, inclusive of any
23 compensated leave, provided the District may recover the cost of insurance premiums if the employee
24 fails to return from such leave. For the remainder of the period of uncompensated leave, health
25 insurance and other insurance benefits provided through the District may remain in force throughout
26 the leave period, at the employee's discretion, by the employee submitting to the District the monthly
27 premium in advance of each payment due date, provided such continuation of benefits is allowed by
28 the insurance carrier.
29
30
31

32 **ARTICLE IX**

33 **PROBATION, SENIORITY, LAYOFF AND DISPLACEMENT PROCEDURES**

34 **Section 9.1.**

35 Each new hire (including transferees from other districts), excluding employees who are moved to a
36 higher paid position, shall remain in a probationary status for a period of not more than ninety (90)
37 calendar days following the hire date, exclusive of summer recess. Upon approval from Human
38 Resources, the probationary period may be extended for an additional thirty (30) calendar days.
39 During the probationary period, the retention of the individual shall be solely and entirely within the
40 discretion of the District.
41
42

43 **Section 9.1.1.**

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

1 **Section 9.2. Seniority.**

2 The seniority of an employee within the bargaining unit shall be established as of the date on which the
3 employee began continuous daily employment (hereinafter "hire date") in the bargaining unit unless
4 such seniority shall be lost as hereinafter provided.
5

6 **Section 9.2.1.**

7 In the event that two (2) or more employees have the same hire date within a general job
8 classification, seniority shall be determined by lot.
9

10 **Section 9.2.2.**

11 The seniority rights of an employee shall be lost for the following reasons:
12

- 13 A. Resignation;
- 14 B. Discharge;
- 15 C. Retirement; or
- 16 D. Failure to return to work in response to a call-back from layoff.
17

18 **Section 9.2.3.**

19 Seniority rights shall not be lost for the following reasons:
20

- 21 A. Time lost by reason of industrial accident;
- 22 B. Time lost by reason of industrial illness;
- 23 C. Time lost by reason of jury duty;
- 24 D. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
25 United States;
- 26 E. Time spent on other authorized leave as provided in this Agreement; or
- 27 F. Time spent on layoff status as provided in this Agreement.
28

29 **Section 9.2.4.**

30 Seniority rights shall be effective within each general job classification. As used in this
31 Agreement, general job classification is as set forth in Article I, Section 1.4 of this Agreement.
32

33 **Section 9.3. Longevity.**

34 The longevity of an employee shall be determined from the employee's hire date.
35

36 **Section 9.3.1.**

37 An employee who transferred to the District from another district must notify the District in
38 writing within thirty (30) calendar days of hire that longevity credit is sought for years of
39 service in another district. The notification must provide verification from the other district of:
40

- 41 A. Previous position,
- 42 B. Date of service in the position, and
- 43 C. Breaks in service, if any.
44

45 The validity of previous experience shall be determined by the District and decisions are not
46 subject to the grievance procedure. An employee who fails to provide the required written
47 notification shall be deemed to have waived any right to such longevity credit as might
48 otherwise be available.

1 **Section 9.3.2.**

2 For an employee who transfers to the District and who timely furnishes the verification
3 required by Section 9.3.1, the District shall adjust the employee's longevity to include years of
4 comparable service at another District in the State to the extent that the transferring employee
5 would have received service credit for such comparable service had the employee been
6 employed by the District.
7

8 **Section 9.4. Layoff Procedures.**

9 The term "layoff" shall mean termination from employment for other than disciplinary or performance
10 reasons.
11

12 **Section 9.4.1.**

13 The District may identify up to five percent (5%) of the employees in the bargaining unit as
14 holding key positions and thereby exempt such employees from the provisions of the sections
15 of this Agreement pertaining to layoff. The District shall have the right to maintain such
16 employees without regard to seniority. With the exception of the employees above, the
17 employee with the least seniority in a general job classification shall be the first to be laid off,
18 unless the District determines that seniority should not prevail because a junior employee
19 possesses skill, ability and qualifications greater than a senior employee.
20

21 **Section 9.4.2.**

22 In the event of layoff, the District will provide the Association with the following information
23 as soon as practicable after the extent of the layoff is known:
24

- 25 A. Current bargaining unit seniority list,
 - 26 B. Names of employees to be laid off.
- 27

28 **Section 9.4.3.**

29 Those employees who are designated to be laid off will be notified in writing as soon as
30 practicable after the extent of the layoff is known. Such notification shall include:
31

- 32 A. Individual seniority position within the bargaining unit;
 - 33 B. Reason(s) for layoff;
 - 34 C. Availability of those employee benefits of which the District is aware at the time of
35 layoff.
- 36

37 **Section 9.4.4.**

38 Employees who are laid off may retain retirement benefits in accordance with the rules of the
39 retirement system.
40

41 **Section 9.5. Recall Procedures.**

42 Employees who are laid off will be placed on a re-employment list in order of seniority in a general job
43 classification, provided that such employee makes application for placement on the re-employment list
44 in writing within ten (10) working days after the effective date of the layoff. Such application shall
45 include the name, address and telephone number of the employee and shall be renewed in writing
46 every year during the time the employee is in layoff status. Employees in a layoff status who fail to
47 renew their application within the specified time period, or who fail to notify the District of change of

1 address or telephone number, shall forfeit all rights to re-employment. Employees in a layoff status
2 shall remain on the re-employment list for up to two (2) years.

3
4 **Section 9.5.1.**

5 When there is an employee(s) in layoff status, all open positions shall be first made available
6 only to employees in layoff status and those employees with three (3) or more years of seniority
7 in the bargaining unit.

8
9 **Section 9.5.2.**

10 When an individual in layoff status is offered re-employment with the District, he/she may
11 refuse the first offer of re-employment without penalty, provided that the individual refuses
12 such offer within twenty-four (24) hours of such offer. After refusing the first offer of re-
13 employment, an individual in layoff status shall forfeit all rights to re-employment with the
14 District if the individual does not accept the next offer of re-employment within twenty-four
15 (24) hours of the receipt of such offer.

16
17 **Section 9.5.3.**

18 The most senior employee in layoff status shall receive preferential consideration regarding
19 recall from layoff to an open position when skill, ability or qualifications are substantially equal
20 to a less senior employee in layoff status. Employees recalled from layoff shall begin, effective
21 with the first day of work in the new assignment, a secondary probationary period of sixty (60)
22 calendar days duration. During the secondary probationary period, the retention of the
23 employee in the newly assigned position shall be solely and entirely at the discretion of the
24 District. If the District determines that the employee is unsuccessful or is likely to be
25 unsuccessful in the assigned position, the employee may be returned to the layoff pool for a
26 possible later assignment according to provisions of this Article.

27
28 **Section 9.5.4.**

29 Employees in layoff status shall receive payment for time previously worked and accrued
30 vacation with their first paycheck following layoff, if possible, but in any event no later than
31 the next succeeding paycheck.

32
33 **Section 9.6. Displacement Procedure.**

34 The term "displacement" shall mean the reassignment of an individual employee or employees due to
35 elimination or reallocation of paraeducator hours at a given building or site as a result of school
36 closure, program elimination or based on financial/student/program needs. Employees will be
37 displaced from their building or site by their District seniority (as defined by Section 9.2 herein) with
38 the least senior employee at the building being displaced first because hours will not be available.

39
40 **Section 9.6.1.**

41 In the event employees are displaced pursuant to Section 9.6, and the number of displaced
42 employees exceeds the number of vacant positions available on the first Monday following
43 Labor Day, then employees will be laid off equal to the number of displaced employees for
44 which no available vacant position exists. Layoff shall be according to seniority with the least
45 senior employee being laid off first.

1 **Section 9.6.1.1.**

2 Vacant positions will be listed in the Human Resources Division. By June 15 of each
3 year, displaced employees shall indicate at least three (3) of these vacant positions in
4 which they are interested. Displaced employees shall submit a completed Paraeducator
5 Displacement Form (Appendix I) outlining their qualifications. Interviews will be
6 conducted according to seniority with the most senior displaced employee being
7 interviewed first; the second most senior displaced employee interviewed second and so
8 on. A displaced employee who fails to indicate interest in at least three (3) vacant
9 positions and who fails to submit a completed Paraeducator Displacement Form by June
10 15 shall forfeit all rights of employment with the District. Forfeiture of this section
11 does not affect future employment with the District.

12
13 **Section 9.6.1.2.**

14 Those employees designated to be displaced will be notified in writing as soon as
15 practicable following the District's determination that displacement is necessary.

16
17 **Section 9.6.2.**

18 The most senior displaced employee shall receive preferential consideration for open positions
19 when skill, ability or qualifications are substantially equal with less senior employees.

20
21 **Section 9.6.3.**

22 Displaced employees shall be placed according to the process outlined in Section 9.6.1. In the
23 event a displaced employee cannot be placed because no vacant position exists for which the
24 employee is qualified, the employee may be placed in the layoff pool for a possible later
25 assignment according to the layoff and recall procedure in this Article. If no displaced
26 employee is qualified for a vacant position, then the vacant position may be filled according to
27 standard practices.

28
29 **Section 9.6.4.**

30 Displaced employees who are interviewed for possible placement shall be notified of the results
31 of such interviews as soon as practicable after interviewing for the vacant position.

32
33 **Section 9.6.5.**

34 A displaced employee selected for a vacant position must either accept or reject the position
35 within twenty-four (24) hours of the receipt of an offer of employment.

36
37 **Section 9.6.6.**

38 A displaced employee who accepts a one (1) year temporary assignment in a leave replacement
39 position will be returned to displacement status at the conclusion of the temporary one (1) year
40 assignment.

41
42 **Section 9.6.7.**

43 A displaced employee who twice refuses an offer of employment shall forfeit all rights to
44 further employment with the District. Forfeiture of this section does not affect future
45 employment with the District.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE X

VACANCY, ASSIGNMENT AND TRANSFER

Section 10.1. Transfers.

An employee who wishes to be considered for transfer shall submit a Paraeducator Transfer Request Form (Appendix II) to the Human Resources Office by June 1st of the year preceding the transfer. An employee may request a transfer to a specific building and/or assignment. Requests shall be effective until November 15th of the next school year only. No employee may transfer into a position with a higher wage level classification. Requests for transfer will be reviewed for possible placement only after all displaced employees have been considered for the vacant position. Before any vacant position is posted, the transfer requests will be reviewed to determine whether a transfer request has been received for that particular building and assignment. Employees eligible for the transfer will be referred to the supervisor of the vacant position. In making the transfer decision the supervisor shall consider each employee's skill, ability, qualifications, and experience to perform the duties and responsibilities of the position. If the supervisor determines that none of the eligible employees can satisfactorily perform the duties and responsibilities of the vacant position, the position shall be filled subsequent to the terms of the Agreement.

Section 10.1.1. Involuntary Transfers.

The term "involuntary transfer" shall mean the reassignment or relocation of an employee to another location for a specified length of time. Involuntary transfers may occur when the District finds it necessary to shift staff within a program or department. Transfer shall be determined by District seniority, ability, qualifications, skills, and experience. The affected employee shall be given seven (7) working days written notice to their new assignment. An employee who is involuntarily reassigned may submit a written request for a review and final decision by the Executive Director of Human Resources if the employee believes there is not a reasonable basis or justification for the transfer.

Section 10.2. Open Positions.

Open positions will be filled by the District based on the ability, qualifications, skills, experience and other relevant factors of the applicants for the position. All employees covered by this agreement must meet the following qualifications:

- a. 18 years of age and hold a high school diploma or equivalent; and
- b. Passing score on ETS ParaPro Assessment; or
- c. Hold an Associate of Arts Degree or higher; or
- d. Earned 72 quarter credits or 48 semester credits at an institute of higher education.

The District shall publicize within the bargaining unit the availability of open positions for which bargaining unit members are eligible to apply. Nothing contained herein shall be construed as prohibiting the District from advertising open positions outside the bargaining unit.

If two (2) or more in-district applicants for the position are equal based on the criteria provided for in this agreement, then seniority shall prevail. The District shall have the responsibility of determining the applicant(s) ability, qualifications, skills, experience and other relevant factors. If the District determines that seniority should not prevail because a junior employee or other applicant possesses skill, ability or qualifications greater than a senior employee, the District shall, upon receipt of a

1 request by the affected senior employee, schedule a conference with the employee to discuss the
2 matter. Such request will be made to the Human Resources Director in writing within ten (10)
3 working days of the filling of the position. Following the conference, if so requested in writing by the
4 employee, the District shall set forth in writing within a ten (10) day period to the senior employee
5 with a copy to the Association's President for reason(s) why the senior employee was bypassed.
6

7 **Section 10.2.1.**

8 If a remainder only position is authorized the succeeding year at the same building with
9 substantially similar hours and working conditions, the hiring supervisor with the agreement of
10 the Human Resources Director, may place the employee who held the position the previous
11 year in the position without the need to post the open position. In such cases, the employee will
12 accumulate longevity and seniority as if they had held the position continually.
13

14 **Section 10.2.2.**

15 If an employee was in a remainder only position the previous year and is hired into a
16 continuing position no later than November 15 of the succeeding year, regardless of building
17 site, the employee will accumulate longevity and seniority if she/he had held the position
18 continually. This shall not apply to an employee who moves from a remainder only position at
19 one site to another remainder only position at a different site.
20

21 **Section 10.2.3.**

22 Upon approval from Human Resources, a job sharing arrangement may be authorized. Job
23 sharing shall be defined as two (2) Association members sharing one position. The parameters
24 relating to the job share arrangement will be determined by Human Resources.
25

26 **Section 10.3. Assignment of Hours.**

27 When annual hours of work are allocated to a site or program, such hours will be assigned based upon
28 each employee's seniority, ability, qualifications, skills, experience and other relevant factors.
29

30 **Section 10.3.1. Assignment of Additional Hours.**

31 When additional hours of work are allocated to a site or program after the first day of school,
32 such additional hours will be offered to qualified employee(s) at the site or program, or a new
33 individual(s) will be hired. The appropriate rate of pay should be paid for all additional
34 assignments. Categorically-funded employees shall not be excluded from consideration
35 because of such funding. The assignment of additional hours and/or the hiring of new
36 individual(s) will be based first on the perceived needs of the site or program. After first
37 meeting the perceived needs of the District, consideration will be given by the District to
38 employees at the work site who work less than four and one-half (4-½) hours per day and then
39 to seniority as outlined in Section 9.2.
40

41 **Section 10.3.2.**

42 Sections 10.3 and 10.3.1 of this Agreement shall not be subject to the grievance procedure
43 contained in this Agreement. If an employee at a site or program feels that additional hours
44 were inappropriately assigned by the District, a meeting will be scheduled with the supervisor
45 within ten (10) working days. Such meeting shall include a discussion as to why the hours
46 were assigned the way that they were. The meeting will be attended by the affected employee,
47 an Association representative (if so requested by the employee), a site administrator, a Human
48 Resources Director and one other person assigned by the Superintendent or his/her designee.

1 **Section 10.4. Reduction in Hours.**

2 When hours of work are reduced at a site or program, such hours will be reduced based upon each
3 employee’s seniority, ability, qualifications, skills, experience and other relevant factors. Nothing
4 contained in this Article shall be construed to prohibit the District from making a systematic reduction
5 in hours worked by employees at individual sites or programs as the need arises because of program or
6 budgetary reasons; provided, however, that no additional personnel shall be hired in positions covered
7 by this Agreement at the work site until all hours are reinstated to pre-reduction levels.
8
9
10

11 **ARTICLE XI**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13
14
15 **Section 11.1.**

16 The District shall have the right to discipline and/or discharge an employee for just cause. The issue of
17 just cause shall be resolved in accordance with the grievance procedure hereinafter provided, if so
18 requested by the employee. Official District reprimands to an employee shall be done in a manner that
19 will not embarrass the employee before other employees or the public.
20

21 **Section 11.1.1. Disciplinary Policy.**

22 When disciplining an employee, progressive discipline shall begin with a notice to an employee
23 of the employer’s concern and shall proceed from lesser to more severe sanctions. The severity
24 of any alleged infraction may permit the elimination of lesser sanctions. The general
25 progression of discipline shall include, but not be limited to, the following steps:
26

- 27 A. Letter of Reprimand.
- 28 B. Short-Term Suspension without Pay.
- 29 C. Long-Term Suspension without Pay.
- 30 D. Termination.

31
32 **Section 11.2.**

33 The District will provide employees who work less than twelve (12) months per year advance
34 notification of the intent to employ for the following school year.
35

36 **Section 11.2.1.**

37 The District will give an employee fifteen (15) calendar days notice of intent to discharge or
38 layoff, except in extraordinary cases.
39

40 **Section 11.2.2.**

41 An employee shall notify the District in writing fifteen (15) calendar days in advance of the
42 intent to terminate employment. An employee who does not comply with the provisions of this
43 section shall forfeit all accumulated vacation credit.
44

45 **Section 11.2.3.**

46 Nothing contained herein shall be construed to prevent the District from immediately
47 discharging an employee for acts of misconduct.
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

Effective November 1, in each year of the contract term the District shall contribute the State insurance benefit allocation per month (including the retiree subsidy) to each benefit-eligible employee on an FTE (for the purpose of calculation of insurance benefits only, 1,440 hours is considered a 1.0 FTE) basis of total compensated time (hours worked, vacation hours, holiday hours, compensated leave time), on behalf of each employee who participates in a District-approved insurance program, provided that such employee works an average of three and one-half (3-1/2) hours or more per day annualized across the student school year.

The Employer shall make a monthly contribution of \$100 over the State insurance benefit allocation through the length of this agreement. Should legislation or administration of the State insurance allocation program change during the length of this agreement, both parties agree to meet and bargain the impacts of those changes. These amounts shall be prorated based on benefit FTE.

In the event the District's Maintenance and Operations Levy at the maximum capacity should fail, the insurance contribution shall be renegotiated by the District and the Union.

Section 12.1.1.

An employee may add dependents for insurance coverage in accordance with the policies of the insurance carrier and/or the District. Additional premium costs shall be deducted from the employee's salary if such dependents are added.

Section 12.1.2.

All employees are required to participate in a vision and dental plan and Group Long Term Disability.

The order of payment for insurance premium costs will be:

1. Dental
2. Vision
3. Group Long Term Disability
4. Medical

Section 12.1.3.

The unspent balance from Sections 12.1 and 12.1.2 will be pooled on an FTE basis among eligible employees for payment of approved insurance premiums listed in Sections 12.1.2 through 12.1.3. Other insurance plans available through the District will not be eligible for inclusion in the pool.

Section 12.1.4.

If the District insurance contribution, including any contribution from the pool, is insufficient to pay the cost of an employee's insurance premiums, a salary deduction will be made to cover the difference.

1 **Section 12.1.5.**

2 Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school
3 district employee benefits. The parties acknowledge that the above insurance agreement is for
4 a term of one (1) year, subject to automatic extension for the ensuing year in the absence of
5 written notice, otherwise, by one party to the other prior to May 1 of each year.
6

7 **Section 12.1.6.**

8 The Employee Assistance Program (EAP) shall be renewable from year to year by mutual
9 agreement between the District and the Association.
10

11 **Section 12.2.**

12 The District shall provide excess liability insurance with such coverage and limits as the District deems
13 reasonable for employees subject to this Agreement while they are acting within the scope of their
14 employment. Such liability insurance shall be for the purpose of protecting employees against liability
15 for acts or omissions while performing in good faith their official duties.
16

17 **Section 12.3.**

18 In determining whether an employee subject to this Agreement is eligible for participation in the
19 Washington State Public Employees' Retirement System, the District shall report all hours worked,
20 whether straight time or overtime.
21

22 **Section 12.4.**

23 All employees subject to this Agreement shall be entitled to participate in District approved tax shelter
24 annuity plans and the Deferred Compensation Program. On receipt of a written authorization by an
25 employee, the District shall make the requisite withholding adjustments and deductions from the
26 employee's salary.
27

28
29
30 **ARTICLE XIII**

31 **STRIKE OR WORK STOPPAGE**

32
33
34 **Section 13.1.**

35 The District and the Association agree that there will be no strike, slowdown or work stoppage by the
36 employees or the Association and no lockout by the District during the term of this Agreement.
37

38
39
40 **ARTICLE XIV**

41 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

42
43
44 **Section 14.1.**

45 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
46 of the Association in good standing shall, as a condition of employment, maintain membership in the
47 Association in good standing during the period of this Agreement.
48

1 **Section 14.2.**

2 All employees subject to this Agreement who are hired at a time subsequent to the effective date of this
3 Agreement, shall, as a condition of employment, become members in good standing of the Association
4 within thirty (30) days of the hire date. Such employee shall then maintain membership in the
5 Association in good standing during the period of this Agreement.
6

7 **Section 14.3.**

8 The District will notify the Association of all new hires within fifteen (15) working days of the hire
9 date.
10

11 **Section 14.4.**

12 Nothing contained in this Agreement shall require membership or representation fee payment by
13 employees who object to such membership based on bona fide religious tenets or teachings of a church
14 or religious body of which such employee is a member. Such employee shall pay an amount
15 equivalent to the representation fee to a nonreligious charity or other charitable organization mutually
16 agreed upon by the employee and the Association. The employee shall furnish written proof to the
17 Association that such payment has been made. If the employee and the Association cannot agree on
18 such matter, it shall be resolved by the State Public Employment Relations Commission pursuant to
19 RCW 41.56.122.
20

21 **Section 14.4.1.**

22 Any employee who refuses to become a member of the Association in good standing or pay the
23 service charge in accordance with the previous sections shall, at the option of the Association,
24 be immediately discharged from employment with the District.
25

26 **Section 14.5. Dues Deduction.**

27 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
28 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
29 Treasurer of the Public School Employees of Washington on a monthly basis.
30
31
32

33 **ARTICLE XV**

34 **GRIEVANCE PROCEDURE**

35 **Section 15.1.**

36 A grievant is an employee or group of employees having a grievance. A grievance is any condition,
37 action or lack of action arising from a misapplication or misinterpretation of the terms of this
38 Agreement which the employee or group of employees believe have been unjustly or unfairly applied.
39 A grievance shall be resolved in strict compliance with this Article.
40
41
42

43 **Section 15.2. Informal Discussion.**

44 The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort shall
45 be made at this level to resolve the grievance. All grievances not brought to the immediate supervisor
46 in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the
47 grievance shall be invalid and subject to no further processing. The immediate supervisor shall be
48 defined as that District administrator who has the authority to resolve the grievance. In the event a

1 question arises as to who the appropriate District administrator is, the Human Resources Director will
2 make the decision.

3
4 **Section 15.3. Grievance Steps.**

5
6 **Section 15.3.1. Step 1. Immediate Supervisor Level.**

7 If no settlement is reached in the informal discussion, the grievant shall reduce to writing,
8 within thirty (30) calendar days of the occurrence of the grievance, a statement providing the
9 following information:

- 10
11 A. The facts upon which the grievance is based;
12 B. Reference to the Articles and Section of the Agreement alleged to have been
13 violated; and
14 C. The remedy sought.

15
16 The grievant shall submit the written formal grievance to the appropriate immediate supervisor.
17 The parties will have ten (10) working days from submission of the written statement of
18 grievance to resolve it by indicating on the statement of grievance the disposition. If an
19 agreeable disposition is made, all parties to the grievance shall sign it.

20
21 **Section 15.3.2. Step 2. Superintendent's Level.**

22 If no settlement has been reached in Step 1, within the specified time limits, and the
23 Association believes the grievance to be valid, the grievant may, within ten (10) calendar days,
24 submit the written grievance to the Superintendent. The Superintendent or his or her
25 designee(s) and the grievant shall have ten (10) working days after receipt of the grievance to
26 resolve said grievance by indicating, in writing, the disposition thereof.

27
28 **Section 15.3.3. Step 3. Binding Arbitration Level.**

29 If the grievance is not resolved in Step 2, within the specified time, and the Association
30 believes the grievance to be valid, the grievance may be submitted within fifteen (15) working
31 days to final and binding arbitration by an arbitrator mutually agreed upon by the parties. In
32 the event the parties cannot agree on selection of an arbitrator, the grievance shall be submitted
33 to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration
34 Association.

35
36 **Section 15.3.3.1.**

37 The following shall govern any arbitration under this Agreement.

38
39 **Section 15.3.3.2.**

40 The arbitrator shall have no power or authority to add to, subtract from, or modify any
41 of the terms of this Agreement.

42
43 **Section 15.3.3.3.**

44 The Arbitrator shall render no decision which would be in violation of a law or enter
45 disputes that are a matter of legal jurisdiction.

1 **Section 15.3.3.4.**

2 No evidence may be presented at the arbitration level which was not presented at a
3 lower level of the grievance procedure.

4
5 **Section 15.3.3.5.**

6 Each party shall pay any expenses and compensation, including wages and salaries,
7 relating to its own witnesses or representatives. The costs for the services of the
8 arbitrator, including per diem expenses, if any, and his/her travel and subsistence
9 expenses and the cost of any hearing room, will be shared equally by the District and
10 the Association. All other costs will be borne by the party incurring them.

11
12 **Section 15.3.3.6.**

13 The total costs of the stenographic record (if requested) will be paid by the party
14 requesting it, unless the request is made by the arbitrator and then costs will be split
15 between the two parties. If the other party also requests a copy, that party will pay one-
16 half (1/2) of the stenographic costs.

17
18 **Section 15.4. Grievance Requirements.**

19
20 **Section 15.4.1.**

21 A representative of the Association shall have reasonable opportunity to be present at all formal
22 grievance meetings.

23
24 **Section 15.4.2.**

25 Time lines shall be followed unless extended by mutual agreement of the parties.

26
27 **Section 15.4.3.**

28 No reprisals of any kind shall be taken by the District against any employee for taking action
29 under this Article.

30
31
32 **ARTICLE XVI**

33
34 **SALARIES AND EMPLOYEE COMPENSATION**

35
36
37 **Section 16.1.**

38 Each employee shall be compensated in accordance with the provisions of this Agreement for all hours
39 worked. Each employee shall receive an accounting and/or itemization of deductions, accumulated
40 sick leave, and District contributions with each paycheck.

41
42 **Section 16.2.**

43 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
44 Schedule A attached hereto and by this reference incorporated herein. All regular employees shall
45 receive compensation in twelve (12) equal monthly payments. Such compensation shall consist of
46 regular hours worked, paid holidays, and earned vacation days. All employees shall be enrolled in the
47 District's Direct Deposit Program with their financial institution.

1 **Section 16.2.1.**

2 Incremental steps, when applicable, shall take effect on September 1, provided the employee
3 has been actively employed continuously for at least one-half (½) of the previous employment
4 year. One-half of the year will be defined as being hired prior to February 1st.

5
6 **Section 16.3.**

7 An employee who is hired into a higher level job category in the bargaining unit shall be placed on the
8 first step of the new schedule that would provide such employee a salary increase.

9
10 **Section 16.3.1.**

11 Employees who substitute for office managers shall receive their regular wage for all hours
12 worked in that capacity. An employee who works more than forty (40) hours in one week shall
13 be compensated pursuant to the terms of Section 6.7., Overtime, herein.

14
15 **Section 16.4. Travel Reimbursement.**

- 16
17 A. In-District - An employee whose assignment requires travel between schools or travel
18 within the District on school business will either have a school vehicle assigned on a
19 regular basis or will be compensated on a per-mile basis at the maximum allowable
20 mileage rate recognized by the Internal Revenue Service as a deductible business expense.
21
22 B. Out-of-District - An employee who is required to travel out of the District shall be
23 compensated for such required travel on a per-mile basis at the maximum allowable
24 mileage rate recognized by the Internal Revenue Service as a deductible business expense
25 when no District vehicle is available. If a District vehicle is available and the employee
26 chooses to use his/her own vehicle, the mileage rate shall be the maximum allowable
27 mileage rate recognized by the Internal Revenue Service as a deductible charitable
28 expense.

29
30 **Section 16.5.**

31 Without endeavoring to prejudge future developments, the parties acknowledge that the salaries
32 provided for herein necessarily will require the expenditure of substantial District resources and may
33 possibly entail a reallocation of priorities with an attendant impact upon elements of the overall
34 educational program, including possible reductions in staffing levels.

35
36 **Section 16.6**

37 Employees may request a review of their placement on Schedule A by submitting a Position
38 Description Questionnaire (PDQ) to the Human Resources Department as provided for in the Position
39 Review Process (Appendix III). All such review requests will be conducted in accordance with the
40 provisions of Appendix III.

41
42 Placement decisions made by the Paraeducators Review Committee are not subject to the grievance
43 procedure contained in Article XV.

44
45 **Section 16.7**

46 Should the Legislature authorize an inflationary adjustment for any school year during the contract
47 term, the Salary Schedule A contained in this Collective Bargaining Agreement shall be increased by
48 the same percentage effective September 1 of the respective year.

1 The Salary Schedule A will also be adjusted prior to each school year of the contract term, pursuant to
2 the following formula: The District will ascertain the average of the annual value of the current wages,
3 vacations, holidays, and professional/program enhancement hours based on a tenth (10th) year, six-(6)
4 hour-per-day employee for the following eight (8) comparison Districts that have the same funding
5 regionalization as Edmonds: Bellevue, Issaquah, Kent, Lake Washington, Marysville, Monroe,
6 Northshore, and Renton.. The study will survey Level I and IA benchmark positions and, as a result of
7 the study, if wages are below the average wage, then the entry rate (Step I) of classifications Level I
8 and IA salaries contained in Schedule A will be adjusted to midpoint effective on September 1 of each
9 year.

10
11 All other wages contained in Schedule A will be indexed to Step 1, Level 1A based on the following
12 formula:

14	Level II -	\$0.75 over Level IA
15	Level III -	\$2.50 over Level IA
16	LPN -	\$5.00 over Level IA
17	Brailist -	\$6.25 over Level IA
18	Career Center Specialist -	\$6.50 over Level IA

19
20 Steps are indexed based on the following formula:

21 Step 2 is derived by adding \$1.30 to Step 1.

22 Step 3 is derived from adding \$0.40 to Step 2.

23 Step 4 is derived from adding \$0.40 to Step 3,

24 Longevity Step 5 is derived from adding \$0.55 to Step 4.

25 Longevity Step 6 is derived from adding \$0.55 to Step 5.

26 Longevity Step 7 is derived from adding \$0.55 to Step 6.

27 28 29 30 **ARTICLE XVII**

31 32 **TERM AND SEPARABILITY OF PROVISIONS**

33 34 **Section 17.1.**

35 The term of this Agreement shall be September 1, 2018 through August 31, 2022.

36 37 **Section 17.2.**

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

40 41 **Section 17.3.**

42 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
43 parties in writing.

44 45 **Section 17.4.**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Section 17.5.

In the event the previous section is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU Local 1948**

**CLASSIFIED SUPPORT STAFF
OF EDMONDS #1127**

BY: signed by
Tammy Stapleton, Chapter President

DATE: 2/26/2019

EDMONDS SCHOOL DISTRICT #15

BY: signed by
Mark Roschy, Human Resources Director
Classified Staff

DATE: 2/25/2019

1 SCHEDULE A

2
3 CLASSIFIED SUPPORT STAFF OF EDMONDS

4
5 September 1, 2018 through August 31, 2019

6
7

Classification Level	Year 1	Years 2-3	Years 4-6	Years 7-9	Longevity Years 10-14	Longevity Years 15-19	Longevity Years 20+
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Level I	\$19.05	\$20.35	\$20.75	\$21.15	\$21.70	\$22.25	\$22.80
Level IA	\$20.05	\$21.35	\$21.75	\$22.15	\$22.70	\$23.25	\$23.80
Level II	\$20.80	\$22.10	\$22.50	\$22.90	\$23.45	\$24.00	\$24.55
Level III	\$22.55	\$23.85	\$24.25	\$24.65	\$25.20	\$25.75	\$26.30
LPN	\$25.05	\$26.35	\$26.75	\$27.15	\$27.70	\$28.25	\$28.80
Braillist	\$26.30	\$27.60	\$28.00	\$28.40	\$28.95	\$29.50	\$30.05
Career Center Specialist	\$26.55	\$27.85	\$28.25	\$28.65	\$29.20	\$29.75	\$30.30

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31 Notes:

1. A service year must be reached by February 1 for advancement to the next step.
2. Steps 5, 6, and 7 are considered longevity steps.
3. See Article 16.7 for details on salary schedule indexing of steps and levels.
4. For a general guide of the various Paraeducator positions at each level see Schedule B.

32
33
34
35
36
37 PUBLIC SCHOOL EMPLOYEES OF
38 WASHINGTON/SEIU Local 1948

39
40 CLASSIFIED SUPPORT STAFF
41 OF EDMONDS #1127

EDMONDS SCHOOL DISTRICT #15

42
43
44 BY: signed by
45 Tammy Stapleton, Chapter President

BY: signed by
Mark Roschy, Human Resources Director
Classified Staff

46
47
48 DATE: 2/26/2019

DATE: 2/25/2019

SCHEDULE B - CLASSIFICATIONS

CLASSIFIED SUPPORT STAFF OF EDMONDS

The following table provides a general guide for the various Paraeducator positions that fall under each classification level included in Schedule A. The purpose of this schedule is to outline the different programs in which Paraeducators work and the types of positions that fall under each level. It is not meant to be an all-inclusive list of every Paraeducator assignment within the District. This schedule is provided for informational purposes only.

<u>Level I</u>	<u>Level IA</u>
Basic Education	Audiologist Assistant
Campus Security	Crossing Guard
Career and Technical Education	Developmental Kindergarten
CLIP Assistant	Early Childhood Program
Indian Education Tutor	Emotional Behavior Disorder (EBD)
In-House Suspension	Intensive Support
Kindergarten Jump Start	Learning Support
Learning Support (ELL, LAP, Title I, etc.)	Life Skills
Library Assistant	Lifeguard
Move 60! Assistant	Office Assistant
	Visually Impaired
<u>Level II</u>	<u>Level III</u>
Automotive Technician Assistant	Adaptive Equipment Technician
Carpentry Assistant	Administrator Support Assitant
Computer Lab Assistant	Community Arts Program Coordinator
Deaf and Hard of Hearing (DHH)	Deaf-blind Intervener
Extended Day Program Coordinator	Family Engagement Liaison
Library Specialist (Edmonds Heights K-12)	On-Time Graduation Coordinator
Photography Assistant	Pre-K Facilitator
Intervention Program	Student Behavior Support
Speech-Language Pathologist Assistant (SLPA)	Vocational Coordinator
STEM Shop Assistant	
STEP Program (SLH)	
Competency-Based Learning Program (SLH)	
Student Technology Support	
VOICE Program	
Work Adjustment	

EDMONDS SCHOOL DISTRICT
Human Resources Division

PARAEDUCATOR DISPLACEMENT FORM

Must be submitted to Human Resources by June 15

Name: _____ Date: _____

Address: _____ Phone #: _____

Indicate below the vacant positions that you would like to be considered for (you must select at least three):

Position #	Location	Hours Per Day

INSTRUCTIONS: Describe all relevant work experience. Start with your current position, and give major duties, dates of employment, and hours per week.

Current Position/School Location: _____

Major Duties: _____

Date of hire in this position: _____ Hours per week: _____

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

PARAEDUCATOR DISPLACEMENT FORM (continued)

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

Special Skills

Small group instruction and/or 1:1 instruction: (Please describe)

Working with special needs students: (Please describe)

Working with limited English speaking students: (Please describe)

First aid training: Yes Date of Training: _____

No Willing to enroll in course: Yes No

Standard office equipment:

Photocopier Computer

Other: _____

Check here for authorization of hiring supervisor to review your personnel file.

Signature _____

- New Request
- Updated Request

EDMONDS SCHOOL DISTRICT NO. 15
PARAEDUCATOR TRANSFER REQUEST FORM

Must be submitted to Human Resources by June 1

Name: _____ Phone #: _____ Date: _____

Current Work Location: _____

Current Classification Level/Program: _____

Check **FIVE** schools or programs you are willing to work at. If you are interested in working in special education, check the appropriate box.

	Special Ed.			Special Ed.	
Alderwood Middle	<input type="checkbox"/>	<input type="checkbox"/>	Meadowdale Middle	<input type="checkbox"/>	<input type="checkbox"/>
Beverly Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Meadowdale High	<input type="checkbox"/>	<input type="checkbox"/>
Brier Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Mountlake Terrace Elementary	<input type="checkbox"/>	<input type="checkbox"/>
Brier Terrace Middle	<input type="checkbox"/>	<input type="checkbox"/>	Mountlake Terrace High	<input type="checkbox"/>	<input type="checkbox"/>
Cedar Way Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Oak Heights Elementary	<input type="checkbox"/>	<input type="checkbox"/>
Cedar Valley K-8	<input type="checkbox"/>	<input type="checkbox"/>	Seaview Elementary	<input type="checkbox"/>	<input type="checkbox"/>
Chase Lake Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Scriber Lake High	<input type="checkbox"/>	<input type="checkbox"/>
College Place Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Sherwood Elementary	<input type="checkbox"/>	<input type="checkbox"/>
College Place Middle	<input type="checkbox"/>	<input type="checkbox"/>	Spruce Primary	<input type="checkbox"/>	<input type="checkbox"/>
Edmonds Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Terrace Park	<input type="checkbox"/>	<input type="checkbox"/>
Edmonds Homeschool Res Ctr.	<input type="checkbox"/>	<input type="checkbox"/>	Westgate Elementary	<input type="checkbox"/>	<input type="checkbox"/>
Edmonds-Woodway High	<input type="checkbox"/>	<input type="checkbox"/>	Work Adjustment	<input type="checkbox"/>	<input type="checkbox"/>
Hazelwood Elementary	<input type="checkbox"/>	<input type="checkbox"/>	EEC/Alderwood	<input type="checkbox"/>	<input type="checkbox"/>
Hilltop Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Deaf and Hard of Hearing Program	<input type="checkbox"/>	<input type="checkbox"/>
Lynndale Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Life Skills Program	<input type="checkbox"/>	<input type="checkbox"/>
Lynnwood Elementary	<input type="checkbox"/>	<input type="checkbox"/>	Visually Impaired Program	<input type="checkbox"/>	<input type="checkbox"/>
Lynnwood High	<input type="checkbox"/>	<input type="checkbox"/>	Developmental Kindergarten	<input type="checkbox"/>	<input type="checkbox"/>
Madrona School	<input type="checkbox"/>	<input type="checkbox"/>	Intensive Support	<input type="checkbox"/>	<input type="checkbox"/>
Maplewood Parent Co-op	<input type="checkbox"/>	<input type="checkbox"/>	Emotionally Behavior Disabled	<input type="checkbox"/>	<input type="checkbox"/>
Martha Lake Elementary	<input type="checkbox"/>	<input type="checkbox"/>			
Meadowdale Elementary	<input type="checkbox"/>	<input type="checkbox"/>			

Minimum number of hours willing to work: _____

___ Check here for authorization of hiring supervisor to review your personnel file.

Comments: _____

(Signature) _____

Return to Human Resources Division

DISPOSITION
(Human Resources Use Only)

- Transferred Location: _____
- Request Expired Date: _____
- Other _____

PARAEDUCATOR TRANSFER REQUEST FORM

INSTRUCTIONS: Describe all relevant work experience. Start with your current position, and give major duties, dates of employment, and hours per week.

Current Position/School Location: _____

Major Duties: _____

Date of hire in this position: _____ Hours per week: _____

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

Special Skills

Small group instruction and/or 1:1 instruction: (Please describe)

Working with special needs students: (Please describe)

Working with limited English speaking students: (Please describe)

First aid training: ___ Yes Date of Training: _____

 ___ No Willing to enroll in course: ___ Yes ___ No

Other: _____

PARAEDUCATOR POSITION REVIEW PROCESS

1. A job incumbent initiates the Position Review Process by submitting a completed Position Description Questionnaire (PDQ) to Human Resources. Human Resources may also request that a job incumbent complete a PDQ if the incumbent's position will be impacted as a result of reorganization or if the review of one position necessitates the review of other positions.
 - a. The job incumbent must submit a PDQ by September 30 for a position review during the current contract year. The effective date for any change in pay rate will be the first day of the current contract year.
 - b. A PDQ may be submitted after the September 30 deadline if changes occur to position responsibilities during the contract year. Incumbents are advised to discuss the changes in their position duties with a Human Resources representative to help assess whether the changes justify a position review. The effective date for any change in rate of pay will be the first day of the month following the date the PDQ is stamped received by Human Resources. Position Review requests received after the September 30 deadline will be reviewed after all requests submitted by the deadline have been completed.
2. Human Resources conducts an audit of the incumbent's position.
 - a. The position audit includes an interview with the job incumbent and the incumbent's supervisor. Human Resources may choose to interview additional staff members if necessary to thoroughly review the position duties.
 - b. If a specific job description has been prepared for the position, Human Resources will revise the job description and provide a copy to the incumbent and incumbent's supervisor for review and comment. A final job description is prepared by Human Resources and approved by the incumbent and the incumbent's supervisor.
 - c. If Human Resources believes the position audit raises a question as to whether the position should be considered for classification outside the Paraeducator bargaining unit, position information will be presented to a joint committee of Paraeducators representatives and representatives of other relevant bargaining units. The joint committee will consult with Human Resources on the appropriate bargaining unit classification for the position.
3. The Paraeducators Review Committee is responsible for considering requests for review of position placement on Schedule A. This committee will consist of no fewer than four and no more than six representatives selected by the Classified Support Staff of Edmonds, and no more than four representatives selected by the District.
4. The Paraeducators Review Committee reviews the incumbent's position and determines the placement of the position level on Schedule A, based on the current Paraeducator job descriptions. Human Resources will provide the Review Committee with a summary of the position audit (including a copy of the PDQ, job description, and any other pertinent information gathered during the position audit). The position incumbent may appear before the Committee to present position information if he or she wishes. The incumbent's supervisor may also be invited to appear at the Committee's meeting.

1 5. Human Resources prepares a memo to the incumbent employee and the employee's supervisor
2 communicating the Paraeducators Review Committee's determination of the position's placement on
3 Schedule A, and responds to questions about the position placement.
4

5 6. The Paraeducators Review Committee's decision on a position's placement on Schedule A is final,
6 with no right to appeal or grieve the decision.
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CLASSIFIED SUPPORT STAFF OF EDMONDS AND THE EDMONDS SCHOOL DISTRICT #15. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3. OF THE COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940):

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2015 state employee benefits year; and
 - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2017-18 school year.
3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
5. This MOU shall be effective for the 2018-19 school year. The parties shall meet prior to May 1, 2019, to discuss whether to renew or amend this MOU for another year.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

CLASSIFIED SUPPORT STAFF OF EDMONDS #1117

EDMONDS SCHOOL DISTRICT #15

BY: signed by
Tammy Stapleton, Chapter President

BY: signed by
Mark Roschy, Human Resources Director
Classified Staff

DATE: 2/26/2019

DATE: 2/25/2019



1 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CLASSIFIED
5 SUPPORT STAFF OF EDMONDS AND THE EDMONDS SCHOOL DISTRICT #15. THIS
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XII, SECTION 12.1.6. OF THE
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 The parties hereby agree to the following:

10
11
12 Effective September 1, 2018, the parties agree that pay in lieu of vacation and longevity pay will be
13 contained in the hourly wage rates on Schedule A.
14
15
16
17
18
19
20

21
22 This MOU shall be effective for the 2018-22 school years.
23
24
25
26
27
28
29

30 PUBLIC SCHOOL EMPLOYEES
31 OF WASHINGTON/SEIU Local 1948

32
33 CLASSIFIED SUPPORT STAFF
34 OF EDMONDS #1127

EDMONDS SCHOOL DISTRICT #15

35
36
37
38 BY: signed by
39 Tammy Stapleton, Chapter President

BY: signed by
Mark Roschy, Human Resources Director
Classified Staff

40
41
42
43
44 DATE: 2/26/2019

DATE: 2/25/2019



1 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CLASSIFIED
5 SUPPORT STAFF OF EDMONDS AND THE EDMONDS SCHOOL DISTRICT #15. THIS
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XII, SECTION 12.1.6. OF THE
7 COLLECTIVE BARGAINING AGREEMENT.
8

9
10 The Parties hereby agree to the following:
11

12
13 The district will hold harmless any negative impact to an employee’s insurance benefit contribution due to
14 the implementation of this agreement during the remainder of the 2018-19 school year. Any impacts to an
15 employee’s insurance benefit contribution caused by other reasons not directly connected to the
16 implementation of the agreement will be treated in the same manner as was previously addressed.
17

18
19
20 This Memorandum of Understanding shall be effective February 1, 2019 to August 1, 2019.
21

22
23
24
25 PUBLIC SCHOOL EMPLOYEES
26 OF WASHINGTON/SEIU Local 1948
27

28 CLASSIFIED SUPPORT STAFF
29 OF EDMONDS #1127
30

EDMONDS SCHOOL DISTRICT #15
31

32
33 BY: signed by
34 Tammy Stapleton, Chapter President
35

BY: signed by
36 Mark Roschy, Human Resources Director
37 Classified Staff

38 DATE: 2/26/2019
39

DATE: 2/25/2019
40
41
42
43
44
45
46
47
48



1 **Letter of Agreement**

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE AGREEMENT. BETWEEN PUBLIC SCHOOL
4 EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CLASSIFIED SUPPORT STAFF OF
5 EDMONDS AND THE EDMONDS SCHOOL DISTRICT #15.
6

7
8 The parties agree as follows:

- 9
10 1. That Article XIV shall be as attached:
11 2.

12 **ARTICLE XIV**
13
14 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
15 **ARTICLE XIV**
16
17 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
18

19 **Section 14.1.**

20 All employees subject to this Agreement who are hired at a time subsequent to the effective date of this
21 Agreement may become members in good standing of the Association.
22

23 **Section 14.2.**

24 The District will notify the Association of all new hires within fifteen (15) working days of the hire date.
25

26 **Section 14.3. Dues Deduction.**

27 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
28 writing. The District shall transmit all such funds deducted to the Treasurer of the Public School
29 Employees of Washington on a monthly basis.
30

31
32 This Letter of Agreement shall become effective upon signatures of all parties, shall remain in effect until
33 August 31, 2022, and shall be attached to the current collective bargaining agreement.
34

35 PUBLIC SCHOOL EMPLOYEES
36 OF WASHINGTON/SEIU Local 1948
37
38 CLASSIFIED SUPPORT STAFF
39 OF EDMONDS #1127

EDMONDS SCHOOL DISTRICT #15

40
41
42 BY: signed by
43 Tammy Stapleton, Chapter President

44 BY: signed by
45 Mark Roschy, Human Resources Director
46 Classified Staff

47 DATE: 2/26/2019

48 DATE: 2/25/2019

1 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CLASSIFIED
5 SUPPORT STAFF OF EDMONDS AND THE EDMONDS SCHOOL DISTRICT #15. THIS
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XII, SECTION 12.1.6. OF THE
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 Contractual changes to section 6.10 and 6.11 will be implemented in the 2019-2020 school year due to the
10 late implementation of the new agreement. Since implementation of the new contract will likely not be
11 applied until March payroll at the earliest, the ability to implement changes in sections 6.10 and 6.11
12 regarding employees with sixteen (16) or more years experience working two additional days will not be
13 enforceable until September 1, 2019. Current practice and current language will be rolled over through
14 the 2018-2019 school year.

15
16 This MOU shall be effective for the 2018-19 school year.

17
18
19
20
21
22
23
24
25 PUBLIC SCHOOL EMPLOYEES
26 OF WASHINGTON/SEIU Local 1948
27
28 CLASSIFIED SUPPORT STAFF
29 OF EDMONDS #1127

EDMONDS SCHOOL DISTRICT #15

30
31
32
33 BY: signed by
34 Tammy Stapleton, Chapter President

BY: signed by
Mark Roschy, Human Resources Director
Classified Staff

35
36
37
38
39 DATE: 2/26/2019

DATE: 2/25/2019