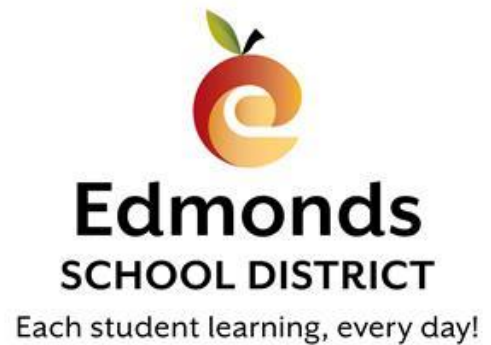


COLLECTIVE BARGAINING AGREEMENT BETWEEN
EDMONDS SCHOOL DISTRICT #15
AND
**EDMONDS SCHOOL DISTRICT ASSOCIATION
OF OFFICE PERSONNEL**

SEPTEMBER 1, 2019 - AUGUST 31, 2023



Public School Employees of Washington / SEIU Local 1948
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P R E A M B L E

This Agreement is made and entered into between Edmonds School District Number 15 (hereinafter "District") and Public School Employees of Washington/SEIU Local 1948 and its local chapter of Edmonds School District Association of Office Personnel (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 (4).

Section 1.3.

The District will provide the Association job descriptions of employees described in Section 1.4. within ten (10) working days of the receipt of the request.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classification: Secretarial-Clerical; except: Secretaries/Clerks to/for the Superintendent, Assistant Superintendents, Executive Directors and Human Resources Directors, provided however, that the number of excluded secretaries/clerks shall not exceed thirteen (13) FTE.

A R T I C L E I I

RIGHTS OF MANAGEMENT

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 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to



1 release employees from duties because of lack of work or for other legitimate reasons. The District
2 shall retain the right to maintain efficiency of the District operation by determining the methods, the
3 means and the personnel by which operations undertaken by the employees in the unit are to be
4 conducted.

5
6 **Section 2.2.**

7 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
8 District. In making rules and regulations relating to personnel policies, procedures and practices, and
9 matters of working conditions, the District shall give regard and consideration to the rights of the
10 Association and the employees and to the obligations imposed by this Agreement.

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14 **ARTICLE III**

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16 **RIGHTS OF EMPLOYEES**

17
18 **Section 3.1.**

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

21
22 **Section 3.1.1.**

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

25
26 **Section 3.2.**

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

29
30 **Section 3.3.**

31 Whenever disciplinary action is involved, an employee subject to this Agreement has the right to have
32 an Association representative or another person present at discussions between themselves and
33 representatives of the District as hereinafter provided in the Grievance Procedure of this Agreement.

34
35 **Section 3.4.**

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

42
43 **Section 3.5.**

44 An employee who transports school district funds from the Educational Service Center to a financial
45 institution shall be held harmless from liability for such funds provided the employee exercises
46 reasonable care of such funds and is not fraudulent or negligent in regard to the funds.

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1 **Section 3.6.**

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

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

- 18 ○ Sexual abuse or sexual harassment of students or other persons
- 19 ○ Sexual contact with students
- 20 ○ Violence, unnecessary use of force, or physical abuse directed at students or other persons
- 21 ○ Racial, ethnic or sexual slurs resulting in a suspension
- 22 ○ Improper off-duty conduct involving students

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26 **ARTICLE IV**

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28 **RIGHTS OF THE ASSOCIATION**

29
30 **Section 4.1.**

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

33
34 **Section 4.2.**

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

38
39 **Section 4.3.**

40 The District shall provide each new employee subject to this Agreement, the information that will
41 allow them to access the collective bargaining agreement electronically.

42
43 **Section 4.4.**

44 The Association may delegate any responsibility contained herein to an appropriate official of the
45 Public School Employees of Washington.

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1 **Section 4.5.**

2 Beginning September 1, during the term of this Agreement, the District will quarterly provide the
3 Association with the name, position, work site location, hire date, hourly rate, hours per day, to include
4 base workdays, holidays and vacation days per year scheduled to be worked by employees in the
5 bargaining unit.

6
7 **Section 4.6.**

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

12
13 **Section 4.7. Communications.**

14 The information posted/presented by the Association is the responsibility of the officials of the
15 Association. The Association may use employee mailboxes and district mail services for
16 communication information, except for bargaining surveys, grievance information, Union financial
17 information and Union election ballots. Information shall be approved by an Association official and
18 Human Resources Director for Classified Staff before it is posted. There shall be no other distribution
19 or posting by employees or the Association of pamphlets, advertising, political matters, notices of any
20 kind, or literature other than herein provided. The district e-mail system may be used to direct
21 members to external union links and in compliance with related District policies and regulations.

22
23 **Section 4.7.1.**

24 The responsibility for the prompt removal of notices after they have served their purpose shall
25 rest with the individual responsible for the postings of such notices.

26
27 **Section 4.8.**

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

29
30 **Section 4.8.1. Association Release Time.**

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

36
37 **Section 4.8.2. Association Business Leave.**

38 Employees who are duly authorized by the Association and District shall be granted
39 Association business release time up to a maximum of eight (8) days per school year, for the
40 purpose of conducting Association business not related to the District. Four (4) days may be
41 taken as full days or in half day increments. The remaining four (4) days can be utilized in one
42 (1) hour increments by up to three (3) previously identified and approved Association members
43 for the purpose of supporting Section 13.8 of this agreement. The Association shall reimburse
44 the District the cost of the employees' wages and benefits.

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1 **Section 4.9. COPE Contribution (Committee on Political Empowerment).**

2 Upon the receipt of written authorizations that comply with the applicable Public Disclosure
3 Commission regulations, the Employer agrees to deduct and transmit to the Union a specified amount
4 from each employee’s pay, subject to the voluntarily executed COPE payroll authorization form.

5
6 **Section 4.10. Indemnification.**

7 The Union agrees to indemnify, defend and hold harmless the District (including its officers, directors,
8 agent, employees, and representatives) from all claims, demands, suits, penalties, fines, sanctions,
9 payments or any other forms of liability (including payments to employees for wrongfully withheld
10 wages), related to any payroll deductions or pursuant to this Article including claims related to the
11 processing of authorizations or authorization withdrawals.

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15 **ARTICLE V**

16
17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

18
19 **Section 5.1.**

20 It is agreed and understood that matters appropriate for negotiation between the District and the
21 Association are hours, wages, grievance procedures and working conditions of employees in the
22 bargaining unit subject to this Agreement.

23
24 **Section 5.2.**

25 District representative(s) and Association representative(s) will meet, within a reasonable time of the
26 request of either party, to discuss matters of concern.

27
28
29
30 **ARTICLE VI**

31
32 **HOURS OF WORK AND OVERTIME**

33
34 **Section 6.1.**

35 The normal workweek shall consist of five (5) consecutive days. Any alteration of a normal workweek
36 must be approved by the employee’s supervisor and Human Resources.

37
38 **Section 6.2.**

39 Each employee shall be assigned to a definite and regular shift and workweek with designated times of
40 beginning and ending, which shall not be changed without two (2) weeks prior notice, except in
41 emergency situations.

42
43
44
45 **Section 6.2.1.**

46 The District will annually provide to each employee by January 31, the following information:
47 hourly wage, assigned hours per day, number of work days per year, to include base workdays,
48 holidays, vacation days, and insurance entitlement.



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Section 6.3.

Each shift in excess of five (5) hours per day shall include an unpaid uninterrupted lunch period of from thirty (30) minutes to sixty (60) minutes duration, as near the middle of the shift as is practicable.

Section 6.4.

Each employee who works at least three and one-half (3½) hours per day will receive a fifteen (15) minute rest period. A second rest period of fifteen (15) minutes duration will be provided each employee who works seven and one-half (7½) or more hours per day.

Section 6.5.

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

Section 6.5.1.

An employee shall not be interrupted during his/her designated lunch period unless an emergency situation exists.

Section 6.6.

An employee required to work in a position that is paid at a higher wage in the bargaining unit shall receive compensation at the higher rate commencing with the fourth (4th) consecutive day of work. The higher compensation rate shall be retroactive to the first day.

Section 6.7.

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

Section 6.8.

Individual overtime agreements will be executed between employees and their supervisors each year and submitted to the Human Resources Division. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than the preceding work day before the overtime commences.

Section 6.8.1.

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

Section 6.8.1.1.

An employee who is authorized by the Superintendent or designee to work extra time, beyond the regularly assigned time (exclusive of overtime work), shall be compensated for such extra time at the regular rate of pay. Should both parties mutually agree that



1 compensatory time will be provided in lieu of compensation, such compensatory time
2 will be equal to the extra time worked.

3
4 **Section 6.8.2.**

5 An employee who is authorized to work on Saturday or Sunday shall be compensated at the
6 rate of one and one-half (1-1/2) times the employee's regular rate of pay unless Saturday or
7 Sunday is part of the employee's normal work schedule.

8
9 **Section 6.8.3.**

10 Employees called back on a regular workday, or called in on a non-regular work day, shall
11 receive no less than two (2) hours pay at the appropriate rate.

12
13 **Section 6.9.**

14 During contract years where there are 261 or more work days, employees who work 260 days per year
15 and are hired by September 1 shall have the option to work the additional day(s) at their regular rate of
16 pay or take the day(s) off without pay. The designated additional day(s) shall be determined by the
17 District prior to the beginning of the work year. Employees shall communicate their choice with their
18 supervisor at least one month in advance of the designated day(s).

19
20 **Section 6.10.**

21 Average daily hours will be used for the calculation of vacation pay, holiday pay, and all benefits, for
22 employees who work less than five (5) days per week or who work various hours per day or who work
23 less than a regular school year.

24 Average hours will be calculated by taking the total number of hours worked in a school year, divided
25 by the total number of base work days remaining for the employee's position at the time of hire.

26
27 Insurance benefits will be calculated as follows:

28 Average hours per day x compensated days per year divided by 1440, as determined above.

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31
32 **ARTICLE VII**

33
34 **HOLIDAYS AND VACATIONS**

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36 **Section 7.1. Holidays.**

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

- | | | | |
|----|----|---------------------------|---------------------------|
| 39 | 40 | 1. New Year's Day | 7. Veterans' Day |
| 41 | 41 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 42 | 42 | 3. President's Day | 9. Day after Thanksgiving |
| 43 | 43 | 4. Memorial Day | 10. Christmas Eve Day |
| 44 | 44 | 5. Independence Day | 11. Christmas Day |
| 45 | 45 | 6. Labor Day | 12. New Year's Eve Day |



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Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base 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 shall be eligible for pay for such unworked holiday.

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 (1-1/2) times the employee's base pay for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, said holiday shall not count as a vacation day taken.

Section 7.2. Vacation.

Each employee who is scheduled to work a full year (260 days) shall earn vacation according to the following schedule:

Zero through three years of longevity	13 days annually
Four through seven years of longevity	17 days annually
Eight through twelve years of longevity	23 days annually
Thirteen years of longevity	24 days
Fourteen years or more of longevity	25 days

Section 7.2.1.

Beginning September 1, 2020, employees who are scheduled to work less than a full year shall receive pay in lieu of vacation according to the following schedule using 1,840 work hours as a basis for pro-ration. Pay in lieu of vacation shall be calculated to the hundredth decimal. Pay in lieu of vacation shall be added to the employee's work year as compensated days.

Zero through three years of longevity	12 days annually
Four through seven years of longevity	16 days annually
Eight through twelve years of longevity	22 days annually
Thirteen years of longevity	23 days
Fourteen years of longevity	24 days
Fifteen years of longevity	25 days

In addition, employees who are scheduled to work more than 185 days, but less than 260 days, will receive one (1) day of vacation within their work calendar to be scheduled with the prior approval of their supervisor.



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Section 7.2.2.

During the first year of employment, vacation shall be pro-rated. An employee hired between April 1st and the end of the fiscal year shall not receive credit toward vacation longevity for that year.

Section 7.2.3.

An employee who does not provide the District with ten (10) calendar days' notice of termination shall forfeit accrued vacation to a maximum of twenty (20) days. An employee who receives pay in lieu of vacation who does not provide the District with ten (10) calendar days' notice of termination shall forfeit all pay in lieu of vacation to a maximum of fifteen (15) days.

Section 7.2.4.

All vacations shall be taken at a time that is approved by the District. The employee with the earliest hire date shall receive preferential consideration regarding vacation periods.

Section 7.2.5.

Employees who are scheduled to work a full year may accumulate a maximum of fifty (50) days vacation for carryover to an ensuing year. No employee may use more than thirty (30) vacation days during any fiscal year, unless on an approved leave.

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 there-from or to care for a child of the employee under the age of eighteen with a health condition that 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 for each month included in the work calendar and worked to a maximum of twelve (12) days per year; provided, however, no employee shall receive less than ten (10) days for each full school year worked.

A doctor's certificate may be required to verify illness whenever an employee is absent more than five (5) consecutive work days or when there is a pattern of absences as determined by the employee's immediate supervisor. Sick leave may be used for doctor or dental appointments when such appointments cannot be scheduled during non-work time.

Section 8.1.1.1. Attendance Incentive Program -- Annual Conversion.

Provided that RCW 28A.400.210 is valid and in effect, any employee who at the end of the calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty



(60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, regular daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Human Resources Manager during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.

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

Section 8.1.1.2. Attendance Incentive Program -- Conversion Upon Retirement or Death.

Provided that RCW 28A.400.210 is valid and in effect, any employee who separates from District employment due to retirement or death during or at the conclusion of a school year may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of one (1) day's current compensation of the employee for each four (4) full days of accrued sick leave. No more than one hundred eighty (180) accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable regulations.

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

Section 8.1.1.3. Sick Leave Conversion Medical Reimbursement Plan.

At the request of the Edmonds School District Association of Office Personnel, the District has agreed to provide a VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having the right to receive remuneration for accrued unused sick leave. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all excess sick leave which in the absence of this Agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Section 8.1.1.4. Retirement Sick Leave Conversion.

For purpose of retirement contributions to the Plan, all employees covered by this Agreement, who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this Agreement.



1 **Section 8.1.2.**

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

5
6 **Section 8.1.3.**

7 A new employee who has accrued sick leave while employed by another qualified public
8 agency in the State of Washington shall be given credit pursuant to State Law for such accrued
9 sick leave, provided the employee requests leave transfer from the former qualified agency and
10 the District receives written verification of the amount of accrued sick leave to be transferred.

11
12 **Section 8.1.4.**

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

15
16 **Section 8.2. Health Leave.**

17 Upon written application to the Superintendent or designee, uncompensated health leave not to exceed
18 one (1) year will be granted to any employee for illness or injury if that employee has exhausted all
19 accumulated sick leave. Such written application must be accompanied by a recommendation from the
20 attending physician or licensed practitioner. All conditions pertaining to the return to duties shall be
21 those described in Sections 8.11. and 8.14. An employee may not work at the District while on health
22 leave.

23
24 **Section 8.3. Bereavement.**

25 An employee shall be allowed five (5) work days of leave with full pay, for the death of each member
26 of the employee's immediate family. Immediate family shall include spouse, domestic partner, parents,
27 step-parents (or a person(s) who raised the employee), grandparents, grandchildren, children, step-
28 children and siblings of the employee or of the spouse or domestic partner, Legal guardianships, or a
29 relative living in the employee's place of abode will also be considered as immediate family. Up to an
30 additional two (2) work days with pay will be allowed for travel when needed for necessary travel of
31 more than 100 miles.

32
33 One (1) work day of leave with full pay, per occurrence, shall be granted an employee for death of
34 other relatives or a close personal friend, when the employee attends the funeral or memorial service.

35
36 Bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.

37
38 **Section 8.3.1.**

39 Additional leave for bereavement may be granted at the discretion of the District. Such leave
40 shall be without pay.

41
42 **Section 8.4. Family Illness Leave.**

43 An employee shall be allowed five (5) work days of leave with full pay, for serious immediate family
44 illness other than to care for a child of the employee under the age of eighteen with a health condition
45 that requires supervision or treatment. Immediate family shall include spouse, domestic partner,
46 parents, step-parents (or a person(s) who raised the employee), grandparents, grandchildren, children,
47 step-children and siblings of the employee or spouse or domestic partner, legal guardianships, or
48 relative living in the employee's place of abode. Up to an additional two (2) work days with pay will



1 be allowed for travel when needed for necessary travel of more than 100 miles. Such paid leave is
 2 non-cumulative and shall be deducted from accumulated sick leave. Use of leave under this section
 3 shall be confined to situations not covered by Section 8.5. Medical Leave.

4
 5 **Section 8.5. Family Medical Leave.**

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

11
 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 8.14. and 8.15., below.

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

20 Up to two (2) days personal leave with pay may be used in any contract year with prior notification to
 21 the employee's supervisor. Unused personal leave will be cashed out at the employee's rate of pay in
 22 effect at the time of cash out. Request for cash out of unused personal leave hours must be submitted
 23 to Payroll on the designated form by June 30th of each year. Payment for the requested cash out will
 24 occur on the August payroll.

25
 26 **Section 8.7. Emergency Leave.**

27 Employees shall be granted up to two (2) work days of non-cumulative emergency leave with pay per
 28 year when a request for such leave meets the criteria below. Approved emergency leave shall be
 29 deducted from accumulated sick leave. Emergency leave is not interchangeable with Personal Leave.

30
 31 Criteria for Emergency Leave:

32
 33 A problem exists that is not minor in nature or for mere convenience of the employee;

34
 35 A problem exists that was suddenly precipitated so that preplanning was not possible.

36
 37 When schools are closed on a District-wide basis for students and there is no power at the
 38 employee's location, or if an individual site is without power and an employee receives
 39 supervisory approval, those employees who work fewer than 260 days may use emergency or
 40 personal leave in lieu of reporting to work or staying at work.

41
 42 Participation in or attendance at recreational or sporting activities or travel related to such activities
 43 shall not be valid reasons for emergency leave.

44 An employee requesting emergency leave shall submit the request no later than the end of the pay
 45 period in which the leave was used, and shall provide the reasons for the request, certifying that the
 46 problem could not be handled outside of the regular workday.

47

1 Employees who take leave for reasons not valid under the above definitions will be subject to
2 appropriate disciplinary action.

3
4 The Superintendent or his/her designee shall review and approve or disapprove each application for
5 emergency leave.

6
7 **Section 8.8. Judicial Leave.**

8 In the event an employee is summoned to serve as a juror, or appear as a witness in court for the
9 District, or is named as a co-defendant with the District, such employee shall receive a normal day's
10 pay for each day of required presence in court; provided, however, that any compensation received for
11 such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily
12 pay. During the term of this Agreement, should any other bargaining group be allowed to retain any
13 compensation received for such service, the District will provide the same benefit to the Association.

14
15 **Section 8.9. Leave of Absence.**

16 The Superintendent or designee, may, upon the employee's written request, grant a leave of absence for
17 a period not to exceed one (1) year, without pay, to an employee who has completed two (2) or more
18 cumulative years of service with the District. The employee must make application for leave. Such
19 application must be in writing to the Superintendent or designee.

20
21 **Section 8.10. Military Training/Duty Leave.**

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

- 27
28 1. Employees must be granted a military leave of absence without pay for service in the
29 uniformed services of the United States or the state, and to reinstatement as provided in Chapter
30 73.16 RCW, and WAC 367-31-370.
- 31
32 2. No adjustments are made to the seniority date, anniversary date, unbroken service date,
33 vacation leave accrual rate, or periodic increment date while an employee is on paid military
34 leave or a military leave of absence without pay or any combination thereof.
- 35
36 3. An employee whose spouse is being called into active duty will receive up to fifteen (15) days
37 of unpaid leave in accordance with the Washington State Family Military Leave Act.

38
39
40 **Section 8.11. Domestic Violence Victims--Employment Leave.**

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

42
43 **Section 8.12. Religious Leave.**

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

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Section 8.13. Other Discretionary Leaves.

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

Section 8.14. Application for Reinstatement.

An employee who desires to return to work from a leave shall make written application to the Superintendent or designee for reinstatement. Such application 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, whichever is earlier; provided that employees who have been granted leave to the end of the school year shall provide notice of intent to return for the following school year no later than May 15th. An employee returning from health leave shall submit a physician's or licensed practitioner's statement of fitness for 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.

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

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

Section 8.15. Assignment Upon Return From Leave.

An employee returning to work from a leave will be assigned to the position occupied before the leave or to a position substantially equal to that held prior to the leave. An employee hired to fill a position held by an employee on leave will be subject to all rights and duties contained in this Agreement, except that seniority rights shall not accrue nor apply. If said employee is retained, following the temporary assignment, he/she will be subject to all rights and duties, including seniority rights, contained in this Agreement retroactive to the hire date. The District shall inform replacement employees of these provisions.

Section 8.16. Benefits.

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

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

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. Probation.

Each new hire (including transferees from other districts) excluding employees who are moved to a higher paid position, shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date, exclusive of summer recess for employees working less than 260 days per year. Upon approval from Human Resources, the probationary period may be extended for an additional thirty (30) calendar days. During the probationary period, the retention of the individual shall be solely and entirely within the discretion of the District.

Section 9.2.

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

Section 9.3. Seniority.

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

Section 9.3.1.

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

- A. Resignation;
B. Discharge;
C. Retirement;
D. Failure to return to work in response to a call back from layoff.

Section 9.3.2.

Seniority rights shall not be lost for the following reasons:

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

Section 9.3.3.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 9.3.4.

Open jobs will be filled by the District based on the ability, qualifications, skills, experience, and other relevant factors of the applicants for the job. The employee with the earliest hire date



1 shall receive preferential consideration regarding promotions within the bargaining unit and/or
 2 assignment to new or open jobs within the bargaining unit when skill, ability, and qualifications
 3 are equal with junior employees and/or other applicants. If the District determines that
 4 seniority should not prevail, because a junior employee or other applicant possesses skill,
 5 ability, and qualifications greater than a senior employee, the District shall, upon receipt of a
 6 request by the affected senior employee, schedule a conference with the employee to discuss
 7 the matter. Such request will be made to the Human Resources Director in writing within ten
 8 (10) working days of the filling of the job. Following the conference, if so requested in writing
 9 by the employee, the District shall set forth in writing within a ten (10) working day period, to
 10 the senior employee, with a copy to the Association president the reason(s) why the senior
 11 employee was bypassed.

12
 13 **Section 9.3.4.1.**

14 An individual hired as an employee in a bargaining unit position in which he/she has
 15 been substituting shall receive the regular rate of pay for the position retroactive to the
 16 date he/she began substituting in the bargaining unit position. The application of
 17 seniority, longevity, benefits eligibility, and the probationary period shall begin with the
 18 date of hire as an employee in the bargaining unit position.

19
 20 **Section 9.4. Longevity.**

21 The longevity of an employee shall be determined from the employee's latest hire date as a regular
 22 employee with the District except as provided in Section 9.4.1. and 9.4.2.

23
 24 **Section 9.4.1.**

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

- 29
 30 A. Previous position,
 31 B. Date of service in the position, and
 32 C. Breaks in service, if any.

33
 34 An employee who fails to provide the required written notification shall be deemed to have
 35 waived any right to such longevity credit as might otherwise be available.

36
 37 **Section 9.4.2.**

38 For an employee who transfers to the District and who timely furnishes the verification
 39 required by Section 9.4.1., the District shall adjust the employee's longevity to include years of
 40 comparable service at another district in the State to the extent that the transferring employee
 41 would have received service credit for such comparable service had the employee been
 42 employed by the District.

43
 44 **Section 9.5.**

45 The District shall publicize within the bargaining unit the availability of open positions as soon as
 46 practicable after the District is apprised of the opening. Human Resources and the hiring supervisor
 47 may request that the vacant positions be posted internally for five (5) business days before the position
 48 is advertised externally. A bargaining unit member shall be included on each interview panel.

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Effective September 15, 2018, all employees hired into the Office Personnel group must meet the following minimum qualifications:

- a. 18 years of age and hold a high school diploma or equivalent; and
- b. Hold a post-secondary or advanced degree; or
- c. Earned a minimum of ten (10) relevant college credits; or
- d. Have three (3) years of relevant experience.

Section 9.6. Displacement Procedure.

The term "displacement" shall mean reassignment or layoff from employment due specifically to budget reductions, building closure, program and/or department elimination.

Section 9.6.1.

An employee displaced from a position where there are two (2) or more individuals with a specific job title shall be assigned to replace the most junior person with that specific job title with the same number of hours unless he/she happens to be the most junior person with that specific job title. If the employee bumped is not the most junior person in the compensation level, he/she shall be assigned to replace the most junior person holding a position in the same compensation level. The individual who is then bumped into layoff status pursuant to this section shall be placed on a reemployment list maintained by the District provided that such individual fulfills all requirements of Article IX. (For purposes of illustration: In the event an elementary school is closed, the person who goes into layoff status will be the most junior Elementary School Office Manager in the District.)

Section 9.6.2.

An employee displaced from a position where he/she is the only employee with a specific job title shall be assigned to replace the most junior person holding a position with the same number of hours within the same compensation level (Level B, C, D, E, or F as shown on Schedule A) provided he/she is qualified to fill such position. If the employee bumped is not the most junior person in the compensation level, he/she shall be assigned to replace the most junior person holding a position in the same compensation level, provided he/she is qualified to fill such position. The qualification criteria for such position shall be as identified in the current job description.

Section 9.6.3.

If the displaced employee identified in the first sentence of Section 9.8.2. is not qualified to fill the position of the most junior person in a given compensation level, he/she shall be bumped into layoff status pursuant to this section. The individual who is bumped into layoff status

pursuant to this section shall be placed on a reemployment list maintained by the District provided that he/she fulfills all the requirements of Article IX.

Section 9.7. Layoff Procedures

The term layoff shall mean termination from employment for other than disciplinary reasons. The District may identify up to five percent (5%) of the employees in the bargaining unit as holding key positions and thereby exempt such employees from the provisions of the sections of this Agreement pertaining to layoff. The District shall have the right to maintain such employees without regard to seniority. With the exception of the employees above, the employee with the least seniority in the



1 general job classification shall be the first to be laid off unless the District determines that seniority
2 should not prevail because a junior employee possesses skill, ability, and qualifications greater than a
3 senior employee.

4
5 **Section 9.7.1.**

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

- 8
9 A. Current bargaining unit seniority list,
10 B. Names of employees to be laid off.

11
12 **Section 9.7.2.**

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

- 15
16 A. Individual seniority position within the bargaining unit;
17 B. Reason(s) for layoff;
18 C. Availability of those employee benefits of which the District is aware of at time of layoff.

19
20 **Section 9.7.3.**

21 Employees who are laid off may retain retirement benefits in accordance with the rules of the
22 retirement system.

23
24 **Section 9.8. Recall Procedures.**

25 Employees who are laid off will be placed on a reemployment list in order of seniority in the general
26 job classification provided that such employee makes application for placement on the reemployment
27 list, in writing, within ten (10) business days after the effective date of the layoff. Names shall remain
28 on the reemployment list for eighteen (18) months. Such application shall include the name, address,
29 personal email and telephone number of the employee along with a specific list of positions which the
30 employee is willing and believes himself/herself qualified to accept.

31
32 **Section 9.8.1.**

33 Changes in name, address, personal email, and/or telephone number shall be promptly reported
34 to the Human Resources Office of the District. The District shall fill vacant positions in the
35 bargaining unit from the reemployment list, if the District determines that individuals on such
36 list who apply for a position possess the skill, ability, and qualifications for the position.

37
38
39
40 **Section 9.8.2.**

41 The most senior employee in layoff shall receive preferential consideration regarding recall
42 from layoff to an open position when skill, ability and qualifications are substantially equal to a
43 less senior employee in layoff status. Employees recalled from layoff shall begin, effective
44 with the first day of work in the new assignment, a secondary probationary period of sixty (60)
45 calendar days' duration. During the secondary probationary period, the retention of the
46 employee in the newly assigned position shall be solely and entirely at the discretion of the
47 District. If the District determines that the employee is unsuccessful or is likely to be



1 unsuccessful in the assigned position, the employee may be returned to the layoff pool for a
2 possible later assignment according to provision of this Article.

3
4 **Section 9.8.3.**

5 An individual shall forfeit all rights to reemployment with the District if the individual does not
6 comply with the requirements in Section 9.7.

7
8 **Section 9.8.4.**

9 When an individual in layoff status is offered reemployment to a position for which he/she
10 possesses the skill, ability, and qualifications, such individual may refuse two (2) offers of
11 reemployment without penalty, provided that the individual refuses such offer(s) within twenty-
12 four (24) hours of such offer(s). If the individual does not respond to an offer within five (5)
13 business days, it will be considered a refusal. After refusing two (2) offers of reemployment,
14 an individual in layoff status shall forfeit all rights to reemployment with the District if the
15 individual does not accept the next offer of reemployment within twenty-four (24) hours of the
16 receipt of such offer.

17
18 **Section 9.8.5.**

19 An individual who is recalled from layoff shall retain seniority which was accrued prior to
20 layoff.

21
22
23
24 **ARTICLE X**

25
26 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

27
28 **Section 10.1.**

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

33
34 **Section 10.1.1. Disciplinary Policy.**

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

- 39
40 A. Letter of Reprimand
41 B. Short-Term Suspension without Pay
42 C. Long-Term Suspension without Pay
43 D. Termination
44

45
46 **Section 10.2.**

47 The District will provide employees who work less than twelve (12) months per year advance
48 notification of the intent to employ such individuals for the following year.



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Section 10.2.1.

The District will give an employee fifteen (15) calendar days notice of intent to discharge except in extraordinary cases.

Section 10.2.2.

An employee shall notify the District in writing ten (10) calendar days in advance of the intent to terminate employment.

ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1. Insurance.

Effective January 1, 2020, employees will receive health benefits as provided for by the School Employees Benefits Board (SEBB) program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program or state law.

Section 11.2.

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

Section 11.3.

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

Section 11.4.

All employees subject to this Agreement shall be entitled to participate in SEBB permitted and District-approved tax shelter annuity plans. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 11.5.

Effective September 1, 2020 all prescribed VEBA language and the vendor, to be affirmed annually by the membership, for benefits eligible employees in the Office Personnel group, upon proper registration through the District vendor, the District will provide \$50 per month per benefits eligible employee in the Office Personnel group into said account - not to be adjusted during the length of this agreement.

ARTICLE XII

PROFESSIONAL DEVELOPMENT



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Section 12.1.

For employees hired on or before October 1 of each year of this Agreement, the District shall annually contribute \$150.00 per employee to a professional development fund to be administered by an employee committee in alignment with District procedures and guidelines on staff development (Appendix A). Unused funds may be carried over for one (1) year.

Section 12.2. Office Manager Mentoring Program.

The District and the Association shall establish a mentoring program for new office managers.

Section 12.2.1. Purpose.

The purpose of this program shall be to assist in the development and orientation of new office managers, by providing them time with an experienced office manager who can guide and mentor them through the process of learning the operation of schools, District procedures and effective office management techniques.

Section 12.2.2. Selection of Mentors.

Mentors shall be recruited from among experienced office managers to form a pool. When a new office manager is hired, a mentor shall be selected from the pool by the District in consultation with the new employee and his/her supervisor, and the Association if requested.

Section 12.2.3. Role of Mentors.

The mentor shall be available to demonstrate procedures and processes, answer questions, and provide referral resources for the new office manager. Three (3) work days of total release time shall be provided to the mentor and the new office manager to meet or observe office operations and practices at their respective schools.

Section 12.2.4. Compensation.

In consideration of the additional effort, the mentor shall be paid a stipend of \$800 to be paid in August after the first year of mentorship. It is expected that mentoring activities shall occur during the mentor's and the new office manager's normal work day.

ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1.

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

Section 13.2.

The District will notify the Association of all new hires within fifteen (15) working days of the hire date. The District will also notify the Association of terminations and resignations on a monthly basis.



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Section 13.3. Checkoff.

Upon receipt of written notification or email notification to the appropriate District designee from PSE of an employee’s authorization to deduct membership dues, the District shall deduct PSE dues from the pay of any employee pursuant to RCW 41.56.110. The District shall transmit all such funds deducted, to the Treasurer of the Public School Employees of Washington on a monthly basis. Written notification from PSE must be received by the appropriate District payroll position by the first workday of the month in which dues will be deducted from the employee’s pay.

Section 13.4. New Employee Welcome.

New employees will be provided an opportunity to meet with a PSE representative for thirty (30) minutes during the first ninety (90) days of the employee’s start date. The thirty (30) minutes will occur during the new employee’s work shift as paid time.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 14.1. Definition.

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

Section 14.2. Informal Discussion.

The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort should be made at this level to resolve the grievance. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing. The immediate supervisor shall be defined as that District administrator who has the authority to resolve the grievance. In the event a question arises as to who the appropriate District administrator is, the Human Resources Director will make the decision.

Section 14.3. Grievance Steps.

Section 14.3.1. Step 1. Line Administrator’s Level.

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

- A. The facts upon which the grievance is based;
- B. Reference to the Articles and Sections of the Agreement alleged to have been violated; and
- C. The remedy sought.

The grievant shall submit the written formal grievance to the appropriate line administrator (assigned by the Superintendent). The parties will have ten (10) working days from submission



1 of the written statement of grievance to resolve it by indicating on the statement of grievance
2 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
3

4 **Section 14.3.2. Step 2. Superintendent's Level.**

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

11 **Section 14.3.3. Step 3. Binding Arbitration Level.**

12 If the grievance is not resolved in Step 2, within the specified time, and the Association
13 believes the grievance to be valid, the grievance may be submitted within fifteen (15) working
14 days to final and binding arbitration by an arbitrator mutually agreed upon by the parties. In
15 the event the parties cannot agree on selection of an arbitrator, the grievance shall be submitted
16 to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration
17 Association.
18

19 **Section 14.3.3.1.**

20 The following shall govern any arbitration under this Agreement.
21

22 **Section 14.3.3.2.**

23 The arbitrators shall have no power or authority to add to, subtract from, or modify any
24 of the terms of this Agreement.
25

26 **Section 14.3.3.3.**

27 The arbitrator shall render no decision which would be in violation of a law or enter
28 disputes that are a matter of legal jurisdiction.
29

30 **Section 14.3.3.4.**

31 No evidence may be presented at the arbitration level which was not presented at a
32 lower level of the grievance procedure.
33

34 **Section 14.3.3.5.**

35 Each party shall pay any expenses and compensation including wages and salaries,
36 relating to its own witnesses or representatives. The costs for the services of the
37 arbitrator, including per diem expenses, if any, and his/her travel and subsequent
38 expenses and cost of any hearing room, will be shared equally by the District and the
39 Association. All other costs will be borne by the party incurring them.
40

41 **Section 14.3.3.6.**

42 The total costs of the stenographic record (if required) will be paid by the party
43 requesting it, unless the request is made by the arbitrator and then the costs will be split
44 between the two (2) parties. If the other party also requests a copy, that party will pay
45 one half (1/2) of the stenographic costs.
46
47

1 **Section 14.4. Grievance Requirements.**

2
3 **Section 14.4.1.**

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

6
7 **Section 14.4.2.**

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

9
10 **Section 14.4.3.**

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

13
14
15 **ARTICLE XV**

16 **SALARIES AND EMPLOYEE COMPENSATION**

17
18
19 **Section 15.1.**

20 Each employee shall be compensated in accordance with the provisions of this Agreement for all hours
21 worked. Each employee shall receive an accounting and/or itemization of deductions, accumulated
22 sick leave, and District contributions with each pay check.

23
24 **Section 15.2.**

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

27
28
29 **Section 15.2.1.**

30 Should the Legislature authorize an Implicit Price Deflator (IPD) percentage increase for the
31 2020-2021 school year, or any subsequent school year during the duration of this agreement,
32 Schedule A shall be increased by the same percentage effective September 1, for each school
33 year, in addition to the increases identified below.

34
35 The Salary Schedule for each school year for the duration of this Agreement will be adjusted
36 pursuant to the following formula:

37
38 After March 1, but no later than April 15, the District will ascertain the mean of the annual
39 value of the current wages, longevity pay, personal leave, vacations, and holidays based on a
40 twelfth (12th) year employee at eight (8) hours per day for each salary level using the following
41 school districts: During the 2019-20 and 2020-21 contract years Bellevue, Federal Way,
42 Issaquah, Kent, Lake Washington, Marysville, Northshore, and Renton. During the 2021-22
43 and 2022-23 contract years Bellevue, Everett, Federal Way, Kent, Issaquah, Lake Washington,
44 Marysville, Mukilteo, Northshore, and Shoreline. As a result of the study, if wages are below
45 the mean wage, then the salaries contained in Schedule A shall be adjusted September, 1st of
46 each school year this contract is in effect, in a manner mutually agreed to by the Association
47 and District.



1 During the 2019-2020 school year, as recognition to the change of implementation of midpoint,
2 an additional 5.3% will be added to Schedule A effective September 1, 2019.

3
4 **Section 15.3. Longevity Pay.**

5 Employees who have worked in the District for at least fifteen (15) years will be granted \$900 in
6 longevity pay per year. Employees who have worked in the District for at least twenty (20) years will
7 be granted \$1,065 in longevity pay per year. Employees who have worked in the District for at least
8 twenty-five (25) years will be granted \$1,265 in longevity pay per year. Such longevity pay will be
9 paid on a monthly basis as it is earned. For the purposes of this section only, longevity will be defined
10 as the employee's latest hire date as a regular employee with the District (not including longevity
11 credit transferred from another District).

12
13 Longevity pay for fifteen (15), twenty (20), and twenty-five (25) year employees will be increased by
14 \$50 in the 2020-2021 school year, increased again by \$50 in the 2021-2022 school year, and increased
15 again by \$50 in the 2022-2023 school year.

16
17 **Section 15.4. Professional Standards Program.**

18 The District recognizes Professional Standards Program (PSP) certificates as issued through the
19 National Association of Education Office Professionals (NAEOP), with the following provisions
20 beyond the salary schedule:

21

22 Basic Standards Certificate	\$40.00 per month
23 Associate Professional Certificate	\$50.00 per month
24 Associate of Arts Degree (NAEOP Certificate)	\$55.00 per month
25 Advanced I Certificate	\$60.00 per month
26 Advanced II Certificate	\$70.00 per month
27 Advanced III Certificate	\$80.00 per month
28 Bachelor's Degree (NAEOP Certificate)	\$90.00 per month
29 Master's Degree (NAEOP Certificate)	\$100.00 per month

30

31 Salary recognition will apply to the highest certificate held by the employee equally to all employees.
32 Such payment shall begin on the month immediately following confirmation of the award, provided
33 request for such recognition has been submitted to Human Resources on or before the end of the pay
34 period. The District shall not require recertification with NAEOP in order to continue to pay the PSP
35 stipend to eligible Office Personnel employees.

36
37 **Section 15.5. Travel Reimbursement.**

- 38
- 39 A. In-District - An employee whose assignment requires travel between schools or travel within
40 the District on school business will either have a school vehicle assigned on a regular basis or
41 will be compensated on a per mile basis at the maximum allowable mileage rate recognized by
42 the Internal Revenue Service as a deductible business expense.
- 43
- 44 B. Out-Of-District - An employee who is required to travel out of the District shall be
45 compensated for such required travel on a per mile basis at the maximum allowable mileage
46 rate recognized by the Internal Revenue Service as a deductible business expense when no
47 District vehicle is available. If a District vehicle is available and the employee chooses to use

his/her own vehicle, the mileage rate shall be the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible charitable expense.

Section 15.6.

Employees authorized to remain overnight on District business shall be reimbursed for reasonable room and board expenses.

Section 15.7.

All regular employees shall receive compensation for normal hours in twelve (12) equal monthly payments, unless prohibited by Federal or State statute.

Section 15.8.

Employees may request a review of their placement on Schedule A by submitting a Position Description Questionnaire (PDQ) to the Human Resources Department as provided for in the Position Review Process (Appendix B). All such review requests will be conducted in accordance with the provisions of Appendix B. Placement decisions made by the Office Personnel Review Committee are not subject to the grievance procedure contained in Article XIV.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The term of this Agreement shall be September 1, 2019, through August 31, 2023.

Section 16.2.

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

Section 16.3.

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

Section 16.4.

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

Section 16.5.

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

Section 16.6.

In the event either of the two (2) previous sections is determined to apply to any provision of the Agreement, such provision shall be renegotiated pursuant to Section 16.2.



ARTICLE XVII

STRIKE OR WORK STOPPAGE

Section 17.1.

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

ARTICLE XVIII

EMPLOYEE EVALUATION

Section 18.1.

An employee may be evaluated at any time on District-approved forms, provided, however, each employee shall be evaluated at least once annually by the appropriate District administrator, no later than June 15th.

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

Section 18.2.

A copy of the completed evaluation form shall be provided the employee.

Section 18.3.

The employee may attach his/her own written comments to the evaluation, provided such attachment is presented within ten (10) business days of the date the evaluation is presented to the employee.

Section 18.4.

If an evaluator determines that an employee's performance needs improvement, the evaluator will develop and present an improvement plan to such employee, provided that this Article shall not be construed in any way as prohibiting the District from disciplining or dismissing an employee whose performance is determined to be unsatisfactory. Any such discipline or dismissal shall be in accordance with Section 10.1. of this Agreement.



SIGNATURE PAGE

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

**PUBLIC SCHOOL EMPLOYEES
OF EDMONDS OP CHAPTER #1106**

EDMONDS SCHOOL DISTRICT #15

DocuSigned by:
Lauri Velasquez
BY: _____
66B6D300076347E...
Lauri Velasquez, Chapter President

DocuSigned by:
Mark Roschy
BY: _____
A5D25ABA8654454...
Mark Roschy, HR Director, Classified Staff

DATE: 6/25/2020

DATE: 6/26/2020



SCHEDULE A
EDMONDS SCHOOL DISTRICT NO. 15
September 1, 2019 - August 31, 2020
FINAL


EDMONDS ASSOCIATION OF OFFICE PERSONNEL


Salary Level	Hourly Rate
A	\$23.86
B	\$26.31
C	\$26.91
D	\$27.41
E	\$29.41
F	\$30.41

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF EDMONDS OP CHAPTER #1106

EDMONDS SCHOOL DISTRICT #15

BY: 
66B6D300876347E
Lauri Velasquez, Chapter President

BY: 
A5D25ABA8654454...
Mark Roschy, HR Director, Classified Staff

DATE: 6/25/2020

DATE: 6/26/2020



APPENDIX A
STAFF DEVELOPMENT TRAINING PROCEDURES

1. Pursuant to Article XII, Section 12.1, the District shall establish a staff development fund for members of the Edmonds Association of Office Personnel in order to provide opportunities to improve or enhance job-related skills and professional growth.
2. The fund shall be administered by a committee. The committee shall meet once per month or on an as-needed basis.
3. All Office Personnel who have completed their 90-day probationary period and are regular employees of the District are eligible to participate.
4. The initial allocation for each eligible employee will be based on funds budgeted for the current year plus any carryover from the previous year, divided by the number of eligible employees. Employees shall be notified by the Association of the amount available and of specific guidelines for use of the funds. New employees hired subsequent to October 1st will receive a prorated amount after their probation is completed, based on their date of hire. Funds not expended or not encumbered by January 1st shall be pooled and made available to all members on a first come, first served basis. Funds not expended by August 31st shall be carried over for one (1) year.
5. Funds can be used to cover the costs of tuition, conference registration, hotel, mileage, parking, meals, workshops, seminars, and memberships in professional organizations, and substitutes while participating in said professional development. All purchases shall be made in accordance to the District procedures and regulations. Further, it is understood that office equipment needed by employees to perform their jobs (e.g., computers, printers, copiers, furniture) shall not be purchased from this fund.
6. Office Personnel requesting staff development funds shall submit an approval slip/course description and the appropriate form to the committee for approval. Approval will be based on the relationship of the course to the employee’s job and professional growth. Requests for summer courses must be submitted for approval to the committee by June 15th. Upon committee approval, the committee chairperson will sign and submit the appropriate form to the District.
7. Office Personnel utilizing professional development funds shall be required to submit a course completion certificate to the committee. If an employee fails to complete a course for which staff development funds have been provided, said employee must refund all monies advanced.
8. These funds are intended to provide an opportunity for self-directed staff development by Office Personnel employees, and are not intended to pay for supervisor-directed training unless agreed to by the employee. However, release time to attend training during the employee’s work day must be mutually agreed to by the employee and the supervisor.



APPENDIX B
OFFICE PERSONNEL 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. Incumbents are highly encouraged to discuss the changes in their position duties with a Human Resource representative to help assess whether the changes justify a position review. Experience and education not required by the District, an increase in volume of work assigned, additional duties assumed by the employee without the approval of the employee’s supervisor, and personal ability will not affect job classification and shall not serve as reasons for submitting a PDQ.
 - b. The job incumbent must submit a PDQ by October 31st 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.
 - c. A PDQ may be submitted after the October 31st deadline if changes occur to position responsibilities during the contract year. 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 requests received after the October 31st 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. Human Resources prepares and distributes an updated job description to the incumbent, the incumbent’s supervisor and any other parties who were interviewed about the position, for their 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 of the Office Personnel bargaining unit, position information will be presented to a joint committee comprised of an equal number of Office Personnel representatives and representatives of other relevant bargaining units as appointed by each Association. The joint committee will consult with Human Resources on the appropriate bargaining unit classification for the position.
3. The Office Personnel 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 Edmonds Association of Office Personnel, and no more than four representatives selected by the District.



- 1 4. The Office Personnel Review Committee reviews the incumbent’s position using the Erin A.
2 Walsh Evaluation System based on the information gathered during the audit of the incumbent’s
3 position (Section 2).
4
 - 5 a. Human Resources presents position information (including the PDQ, job description, and any
6 samples of work or other pertinent information gathered during the position audit) to the Office
7 Personnel Review Committee. The position incumbent will be advised of the review
8 committees’ meeting date, time and location and may appear before the Committee to present
9 position information if he or she wishes. The incumbent’s supervisor may also be invited to
10 appear at the Committee’s meeting.
11
 - 12 b. The Office Personnel Review Committee applies the factors of Erin A. Walsh Position
13 Evaluation System to position responsibilities, calculates the point total, and allocates the
14 position to the appropriate salary level on Schedule A.
15
- 16 5 Human Resources prepares a memo to the incumbent employee and the employee’s supervisor
17 communicating the Office Personnel Review Committee’s determination of the position’s
18 placement on Schedule A and responds to questions about the position’s placement.
19
- 20 6. The Office Personnel Review Committee’s decision on a position’s placement on Schedule A is
21 final, with no right to appeal or grieve the decision.
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LETTER OF AGREEMENT

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THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 EDMONDS OP CHAPTER #1106 AND THE EDMONDS SCHOOL DISTRICT #15. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

The District and the Association agree to conduct a comprehensive workload and responsibility assignment study to begin October of 2020. The purpose of the study is to review workload and assignment of responsibilities from the Office Personnel employee and supervisor’s perspectives.

The data from this study would be published to the Superintendent and designees along with recommendations for improvement.

The committee will be made of 3 OP representatives, 3 supervisor representatives, 1 Cabinet representative, and 1 Human Resources representative.

An agreed upon calendar of meetings and members will be set by September 15, 2020.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF EDMONDS OP CHAPTER #1106

EDMONDS SCHOOL DISTRICT #15

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Lauri Velasquez
BY: 66B6D300876347E
Lauri Velasquez, Chapter President

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Mark Roschy
BY: A5D25ABA8654454
Mark Roschy, HR Director, Classified Staff

DATE: 6/25/2020

DATE: 6/26/2020

