

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LAKE STEVENS SCHOOL DISTRICT #4

AND

PUBLIC SCHOOL EMPLOYEES OF LAKE STEVENS #1112

SEPTEMBER 1, 2022 - AUGUST 31, 2025



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 Lake Stevens School District Number 4 (hereinafter "District") and Public School Employees of Lake Stevens School District, 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

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.5, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Definitions.

"Employee" shall be defined as any person performing bargaining unit work.

"Regular Employee" shall be defined as a person who has been hired to fill a permanent position and performs a regular assigned shift on a continuing basis.

"Temporary Employee" shall be defined as a person who is assigned to fill a temporary vacancy or temporary position. Temporary employees shall be required to relinquish the position at a District-determined date but shall be compensated and earn longevity credit as if the temporary employee were a regular employee.

"Substitute Employee" shall be defined as a person who is available for work but not required to report for work each day. Substitute employees normally work in positions held by regular employees who are on approved leave.

"Long Term Leave" shall be defined as a leave of more than twenty-five (25) workdays but not to exceed two (2) years as per Section 9.7.

"Permanent Vacancy" shall be defined as a position open for employment due to an increase in staffing, retirement, or termination.

"Temporary Vacancy" shall be defined as a position open for employment due to an unpaid leave in accordance with Article IX, Leaves.

"Temporary Position" shall be defined as an opening that is expected to be more than twenty-five (25) workdays but less than a school year to address situations, excluding those students specified in Section 10.9.4.1.

1
2 **Section 1.3.**

3 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
4 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
5 Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
6

7 **Section 1.4.**

8 The District shall post all current job descriptions on the District website. Any amendments, changes, or
9 additions to employee job descriptions will be reflected on the District website within sixty (60) days of
10 any such changes. The Association will receive written notification that changes have been made.
11

12 **Section 1.4.1.**

13 The Association has the right to meet with the District to make advisory suggestions in reference to
14 the formulation of job descriptions of positions and assignments. Establishment of positions
15 requiring additional duties shall be accompanied by a new position description or a modification of
16 an existing position description. When substantial changes are made, this Agreement shall be
17 reopened for the purpose of establishing an appropriate rate of compensation.
18

19 **Section 1.4.2.**

20 The District will review and update all bargaining unit job descriptions at least every three (3)
21 years in consultation with the Association.
22

23 **Section 1.5.**

24 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
25 following general job classifications: Maintenance, Grounds, Food Service, Technology, Paraeducators,
26 Delivery/Warehouse and Campus Security. Except: "Casual" substitute employees and all other
27 employees of the District. Non-employees hired for summer help during the period of time after the last
28 student day of the school calendar until prior to the first student day of the next school calendar shall be
29 exempt from the bargaining unit, provided that summer help shall not be hired in any classification where
30 there are qualified bargaining unit members on layoff.
31

32 **Section 1.5.1.**

33 Substitute employees who work thirty (30) or more days in the current or immediately preceding
34 school year and who continue to be available for work shall be included in the bargaining unit and
35 shall be paid at Step 1, Schedule A. No other provision of this Agreement shall apply to
36 bargaining unit substitutes unless the provision specifically and expressly states its application to
37 bargaining unit substitutes.
38

39 **Section 1.5.1.1. Retired Employees Hired as Substitutes.**

40 Retired employees who return as substitutes shall receive full longevity credit on Schedule
41 A but shall not receive any other benefit set forth in this Agreement.
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ARTICLE II
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 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, and exercising the rights set forth in the previous Section, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

Section 2.3.

It is recognized that the school district is a public employer.

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1. Membership Rights.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. Membership in the Association is not a condition of employment. (Refer to Section 4.1). The freedom of such employees who become members to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

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

Section 3.3.

Employees of the units subject to this Agreement have the right to have Association representative(s) present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

1
2 **Section 3.4.**

3 Each employee reserves and retains the right to delegate any right contained in this Agreement, exclusive
4 of compensation for services rendered, to appropriate officials of the Association.
5

6 **Section 3.5.**

7 Neither the District, nor the Association, shall discriminate against any employee subject to this
8 Agreement with respect to race, creed, color, sex, sexual orientation including gender expression or
9 identity, religion, national origin, age, honorably-discharged veteran or military status, marital status or
10 the presence of any sensory, mental or physical disability or the use of a trained dog guide or service
11 animal by a person with a disability with respect to a position, the duties of which may be performed
12 efficiently by an individual without danger to the health or safety of the person or others.
13

14 **Section 3.6. Personnel Files.**

15 Employees or former employees shall, upon request, have the right to inspect all contents of their complete
16 personnel file kept within the District. Said employee or former employee may be accompanied by
17 another person for said inspection provided that the Human Resources Administrator receives not less than
18 a twelve (12) hour notification.
19

20 No secret, duplicate, alternate or other personnel file, except for yearly information accumulated for the
21 annual evaluation and for material relating to an employee's health and medical issues as provided below,
22 shall be kept anywhere in the District. Employees shall receive a copy of all material placed in their
23 personnel file and shall have the opportunity to attach written comments. Written comments will be
24 initialed and dated. The Supervisor's working file shall be purged of all materials within thirty (30) days
25 of the employee's completed evaluation.
26

27 Any material relating to an employee's health or medical issues shall be maintained in a separate secure,
28 confidential file to which only the superintendent or superintendent's designee shall have access once the
29 material has been filed.
30

31 **Section 3.6.1.**

32 Except for material that relates to student health, safety and/or material required to be maintained
33 by State or Federal law information forming the basis of employee discipline shall be limited to
34 matters/events occurring during the current school year and the preceding three (3) school years.
35 Those materials older than three (3) years shall be removed from an employee's personnel file
36 upon request by the employee.
37

38 **Section 3.7.**

39 No electronic devices shall be used by the District for the purpose of listening to or viewing a classified
40 employee or group of employees in their designated work area unless it is agreed upon by the Association
41 President and the Superintendent or the Superintendent's designee, or its otherwise undertaken by law
42 enforcement. Digital surveillance technologies shall not be used by the District for the expressed purpose
43 of employee evaluation. The provisions of this paragraph do not prevent the District from utilizing security
44 cameras in common areas such as parking lots, cafeterias, and hallways.
45

46 **Section 3.8. Employee Protection.**

- 47 a. Inappropriate behavior directed toward employees: The District does not expect employees
48 to tolerate abusive, intimidating, threatening, or harassing behavior, whether in a verbal,

written, or electronic form, from any student, parent, guardian, or other person. The District will support an employee faced with such behavior.

- b. Initial reaction will be for an administrator to meet with the employee and work together to resolve the immediate situation and to develop an appropriate District and/or employee response and action plan.
- c. The immediate response and or action plan may include a determination that there is reason to involve law enforcement.
- d. If such behavior is disruptive to the environment of the classroom or work area, the employee may ask the individual to leave. If that person refuses, the employee will contact an administrator to have the individual removed. If the person in question is a student, the employee will defer to the certificated staff member currently assigned to that student for support that will align with the exclusionary practice law.
- e. When an employee is faced with communication of an abusive, intimidating, threatening or harassing nature, the employee is not obliged to respond directly to this communication. The employee shall inform the building administrator who will assist in resolving or responding to the issue.
- f. In the event the District is made aware by the employee or other sources that a social media or other online platform is being used to criticize an employee the following steps will be taken:
 - i. If the communication is harassment of an employee, the District will meet with the employee and work together to develop a plan to respond and attempt to resolve the issue.
 - ii. If the information is posted by a student or other employee of the District in violation of technology ethics, the district will investigate the issue and take appropriate action or discipline against the offender.
 - iii. If the harassment is of a malicious nature, the employee may choose to involve law enforcement or otherwise seek legal assistance. If the issue is directly related to the employee's work, the District will provide reasonable support and assistance in the employee's pursuit of legal action.
 - iv. If the communication is an allegation against the employee related to the employee's work, the District, as required, will undertake an investigation of the allegation. The District will endeavor to stop the continued posting of the allegation or related matters during its investigation or inquiry.
 - v. No disciplinary action will be taken against an employee based on the web or social media posting. Any such action must be based on a thorough investigation by the District and through providing due process to the employee.
- g. The District shall protect and hold personally harmless any employee from any action, claim or proceeding instituted against them arising out of the performance or failure of performance of duties in employment with the District and hold the employee harmless from any expenses connected with the defense, settlement, or monetary judgment from such actions except in case of willful negligence.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the bargaining unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to matters that relate to hours, wages, working conditions, and grievances of employees within the bargaining unit; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.1.1.

If the District is anticipating the layoff of employees, the District shall first meet to discuss the situation with the Association for the necessity and the method of such layoff. This meeting will happen at least two (2) weeks prior to public notification.

Section 4.2.

The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.

The District shall post a copy of this Agreement on the District website as required by law. New employees will be directed to the site at the time of hire. If any employee requests a paper copy of the Agreement, one will be provided for them.

Section 4.3.1.

The District shall provide employment information to the President of the Association regarding newly hired members of the bargaining unit within ten (10) working days of the date of hire.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Association.

Section 4.5.

Designated representatives of the Association will be provided time off without loss of pay to a maximum of ten (10) days per year to attend New Employee Orientation, regional or State meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

Section 4.5.1.

Employees elected to a State Board position with the Association shall be entitled to additional leave, provided that the Association compensates the District for the employee's salary and benefits, and providing that the employee's absence will not have a significantly negative impact on the operation of the District. Such leave shall be comparable with those in place for other Board members and their school districts.

1 **Section 4.5.2. Association Executive Board.**

2 A list of Association Executive Board members will be provided to Human Resources by
3 September 30 of each year.

4
5 **Section 4.6. Association Information Request.**

6 In October, January, March, and May, the District will provide PSE with a monthly list of all current
7 employees holding positions of which are represented by Public School Employees of Washington/SEIU
8 Local 1948. Included in such request shall be the following broken out separately:

- 9 • Name
- 10 • Primary Work Location (School or Building Location)
- 11 • Job Title
- 12 • Job Classification
- 13 • Address
- 14 • Phone
- 15 • Hire Date
- 16 • Hourly Rate of Pay
- 17 • Number of Hours Contracted Per Day
- 18 • Contracted Number of Days for the Position
- 19 • Permanent, Temporary or Contract Status

20
21 **Section 4.7.**

22 Representatives of the Association, upon making their presence known to the District, shall have access to
23 the District premises during business hours, provided, that no conferences or meetings between employees
24 and Association representatives will in any way hamper or obstruct the normal flow of work.

25
26 **Section 4.8. Bulletin Boards.**

27 The District shall provide a bulletin board space in each school for the use of the Association. The
28 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin
29 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may
30 not be posted. There shall be no other distribution or posting by employees or the Association of
31 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
32 herein provided.

33
34 **Section 4.8.1.**

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

37
38 **Section 4.8.2.**

39 The School Board and/or District administrative staff shall not assume responsibility or liability for
40 any notices posted by the Association or its members.

41
42 **Section 4.9. Calendar.**

43 Every third year, the Association may designate up to three (3) representatives to a District-convened
44 school calendar committee for the purpose of recommending school calendars for the subsequent three (3)
45 school years. Said recommendation shall be submitted to the Board no later than March 15 prior to the
46 effective date of the first year school calendar. Association representatives on the advisory committee
47 shall have equal standing with all other bargaining representatives.

Section 4.10. Food Service Seniority List.

A current Food Service seniority list shall be posted in each District kitchen by the Association. Kitchen shall refer to school cafeteria and preparation facilities and not staff lounges.

Section 4.11. New Employee Orientation.

New employees will be provided an opportunity to meet with an Association representative for thirty (30) minutes within ninety (90) days of the employee's start date. These opportunities will occur during new employee orientations whenever possible. These meetings may be done in person or virtually. For hires that do not correspond with new employee orientations, the Human Resources Administrator will submit a proposed schedule for such meetings to the Association. Should this be during their regularly scheduled time Association representatives and perspective members shall not suffer any loss of pay.

ARTICLE V

APPROPRIATE MATTERS FOR NEGOTIATION AND CONSULTATION

Section 5.1.

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

Section 5.2.

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits (as listed in Section 12.1.1 herein).

Section 5.3.

The Association will, from time to time, as appropriate, be informed of current and predicted workload information.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

Representatives duly authorized by the Association shall be allowed access to the Superintendent or designee, upon request, for meetings to consult or be consulted with respect to matters of mutual concern; the times of which shall be mutually agreed upon by such representatives and the Superintendent or designee.

Section 6.1.1. Labor Management Committee (LMC).

In addition to the meetings spoken to in Section 6.1, four (4) regularly scheduled meetings shall be held each year and scheduled between the President of the Association and the Human Resources

Administrator. A representative from each classification within the bargaining unit shall be appointed by the Association to attend such meetings. The meetings shall be held sometime during the second week of the months of October, December, February and April. This committee will cooperate on matters of mutual interest.

Section 6.1.2.

Each party shall be responsible for taking and dispersing minutes of meetings to their members if they so desire.

Section 6.1.3.

Attendance at the meetings shall be open to Association members designated by the bargaining unit, the Superintendent or his/her designee and not more than two (2) other District representatives. The bargaining unit representative shall be notified in advance of the meetings and will subsequently notify the District of any intent to attend the meeting.

Section 6.1.4.

If meetings occur during work hours, up to four (4) bargaining unit members' salaries shall be paid by the District.

ARTICLE VII

HOURS OF WORK AND WORKING CONDITIONS

Section 7.1. Work Week.

Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. The work week shall consist of five (5) consecutive days Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday, provided, however, the District may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

All, with the exception of those defined in Section 7.1.1.1, hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one half (1½) times the employee's base pay. Paid leave shall be considered hours worked.

Section 7.1.1. Employees Working 260 Days per Year.

Full time employees shall work two thousand eighty (2,080) hours per year. Any employee required to work more than two thousand eighty (2,080) hours shall be compensated for the additional time. Each full work shift shall consist of eight (8) hours and a minimum of thirty (30) minutes and a maximum of one (1) hour of uninterrupted lunch period away from the job. This unpaid lunch period is subject to change by mutual agreement.

Section 7.1.1.1. Optional Work Week.

Supervisors, in consultation with the employee, may temporarily establish a four (4) day 10-10-10-10 hour weekly shift or a five (5) day 9-9-9-9-4 hour weekly shift for maintenance, grounds, or technology employees when such shifts better meet the needs of the District (i.e., accomplishing special work requirements during non-student days/hours).

When more than one (1) employee within the classification can meet the temporary shift requirement, and not all employees in the classification are affected, the supervisor shall request a volunteer. The shift will be assigned to the most senior qualified employee who volunteers for the shift. Absent a volunteer, the temporary shift shall be assigned to the least senior employee qualified to perform the work.

An employee may request to work a four (4) day 10-10-10-10 hour weekly shift or a five (5) day 9-9-9-9-4 hour weekly shift during any week with zero (0) student attendance days. Such request will generally receive favorable consideration providing it does not unduly interfere with work requirements.

All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay if the employee is working a shift and workweek as defined in this section.

Section 7.1.1.2. Excess Workdays.

In years that have two hundred sixty one (261) or two hundred sixty two (262) potential workdays, the District shall establish the unscheduled day within a uniform calendar. An employee and a supervisor may agree to a tradeoff of the date at the employee's request. Such an agreement will be provided in writing to the Human Resources Administrator.

Section 7.1.2. Employees Working Less than 260 Days per Year.

No regularly scheduled shift shall consist of less than two (2) hours except that the District may establish shifts of not less than one (1) hour for the purpose of breakfast service.

There shall be up to a forty-five (45) minute uninterrupted lunch period on the employee's own time for each employee who works a regularly scheduled shift of more than five (5) hours. Said lunch period shall be as near the middle of the shift as is practicable and based upon program and student needs. No employee shall be required to work more than five (5) consecutive hours without a thirty (30) minute minimum lunch period. No employee may be required to accept a lunch period in excess of forty-five (45) minutes. No employee working less than four (4) hours may be required to accept a lunch period.

Section 7.1.3.

The District may choose to establish job share positions to accommodate FMLA, ADA, workers' compensation returns to work or other circumstances as determined by the District. The splits and terms of employment shall be specified by the Labor-Management committee referenced in Article VI.

Section 7.2. Involuntary Transfers.

All lateral, involuntary transfers not just affecting the least senior employee at a building, must have written approval from the Human Resources Administrator. An employee who is involuntarily reassigned within a building may submit a written request for a review and final decision by the Human Resources Administrator if the employee believes there is not a reasonable basis or justification for the transfer. If the employee is transferred or reassigned, the employee will be directed to the job description located on the District website for the new assignment.

Section 7.3. Lunch and Rest Periods.

Rest Periods:

- o 3.0 continuous hours or less = no rest period
- o 3.25 continuous hours to 6.50 continuous hours = one (1) fifteen (15) minute rest period
- o 6.75 continuous hours to 8.00 continuous hours = two (2) fifteen (15) minute rest periods
- o Rest Periods are for fifteen (15) minutes and shall occur as near the middle of the shift or half shift as practical. An unpaid lunch period will not be counted in determining “continuous hours worked”
- o Lunch Break: Employees assigned more than five (5) continuous hours of work shall be entitled to not less than a thirty (30) minute lunch period
- o 5.25 continuous hours or more = one (1) thirty (30) minute unpaid lunch period

In total, 0-3 hours, no rest periods; 3.25-5 hours, one (1) rest period; 5.25-6.5 hours, one (1) rest period and one (1) lunch break; 6.75-8 hours, two (2) rest periods and one (1) lunch break.

Section 7.3.1.

Unpaid lunch periods are the employee’s personal time. Employees may leave their assigned campus during lunch periods provided any signing out procedures are complied with. If an employee is directed to be “on call” during an unpaid thirty (30) minute lunch period and the employee can: (a) pursue their mealtime adequately, (b) is not engaged in the performance of any substantial duties, and (c) does not spend time predominately for the District’s benefit, then the employee who is “on call” is considered relieved of duty and is not entitled to compensation.

Section 7.3.1.1.

Paraeducators who are assigned to eat their lunch with their students shall have a paid lunch period.

Section 7.4. Substituting in a Higher Paid Position.

Employees requested to work a shift regularly filled by a higher classification employee shall be compensated at the rate they would be paid if they assumed the position permanently. Paraeducators with emergency teaching certificates should communicate their desire to substitute teach with the building substitute coordinator or their supervisor. Paraeducators with emergency teaching certificates will be paid two hundred dollars (\$200) for a full day and one hundred dollars (\$100) for a half (½) day of substitute teaching or prorated by the hour.

Section 7.5. Notice of Permanent Shift Changes.

An employee must have ten (10) calendar days prior notice before a permanent shift change unless there has been prior approval by the employee. A temporary shift change would require forty-eight (48) hours notice from the District unless there are emergent situations.

Section 7.5.1. Temporary Assignments.

All employees in temporary assignments will require no more than forty-eight (48) hours notification when said assignments end.

Section 7.6. Call Back.

Employees called back on a regular workday or weekend for a special service shall receive no less than two (2) hours pay at time and one-half. If a call back results in ninety (90) minutes or more of actual work, the employee will receive an hour of pay in addition to the actual time worked. A call back shall be

defined as an unplanned, unanticipated or unscheduled return to work, noncontiguous with the employee's regularly assigned shift.

Section 7.7. Working Through Lunch.

Employees required by their supervisor to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the supervisor 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 overtime rates.

Employees who end up working through either part or all of their lunch without requirement from their supervisor, shall report this to their supervisor as soon as possible so that a remedy may be determined (i.e.: compensation, rescheduled lunch, leave one-half (1/2) hour early) and a solution to the cause of the foregone lunch may be reached.

Section 7.8. Unscheduled School Closures.

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of public notification by the District of the closure prior to leaving home for work. Notification will be by established District procedures.

Section 7.8.1. Unscheduled Late Starts for Less Than 260 day employees.

Employees who work less than two hundred sixty (260) days shall have the following options if inclement weather necessitates a late start that impacts their schedule.

- Arrive to work at the regular time and adhere to their normal schedule
- Arrive when they can safely and make up the lost time at the direction of their supervisor
- Utilize personal leave to make up the lost hours

It is understood that such make-up time shall not trigger overtime entitlement under the provisions of Section 7.1.

Section 7.8.1.1.

In the event of a long school closure due to unforeseen circumstances, the District will meet with the Association to discuss work related options.

Section 7.8.2.

Employees working two hundred sixty (260) days will be allowed to use vacation or personal leave if they do not work on unscheduled school closure days.

Section 7.9. Waiver/Early Release Days.

The District shall notify the Association of any requests to the State for waiver days. The District recognizes the Association's right to bargain the effect of any proposed diminishment of the work year. Waiver days may be used for employee professional development as scheduled by the District. Employees will work their regularly scheduled hours on student early release days except as noted in Section 9.2.2 (Thanksgiving Holiday).

1 **Section 7.10. Reasonable Assurance.**

2 The District shall provide reasonable assurance notices no later than June 15. The District shall alert
3 employees to the possibility of a reduction in hours or change in location when the possibility of such a
4 change is known at the time of issuance. The District retains all rights to modify the assignment, hours,
5 and date of return to work. The District will make reasonable efforts to notify employees of any
6 changes made in their assignments at least five (5) business days prior to the projected date of return to
7 work in the fall.

8
9 **Section 7.11. Paraeducator Working Beyond Scheduled Hours.**

10 Paraeducators shall be compensated for required tasks performed at the direction of the Principal which
11 are beyond their scheduled hours, e.g., bus duty, preparation of discipline and accident reports, and other
12 paperwork. No paraeducator shall be expected to prepare lesson plans or consult with teachers on their
13 own time. Paraeducators who end up working beyond their scheduled hours without requirement from
14 their supervisor, shall report this to their supervisor as soon as possible so that a remedy may be
15 determined (i.e.: compensation,) and a solution to the cause of the additional time may be reached.

16
17 **Section 7.12. Job Sharing.**

18 The District may choose to establish job share positions to accommodate FMLA, ADA, workers'
19 compensation returns to work or other circumstances as determined by the District. The splits and terms
20 of employment shall be specified by the Labor-Management Committee referenced in Article VI.

21
22
23
24 **ARTICLE VIII**

25
26 **HOLIDAYS AND VACATIONS**

27
28 **Section 8.1. Holidays.**

29 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time
30 the holiday occurs. Employees who are on the active payroll on the holiday and have been compensated on
31 their last scheduled shift (the day) preceding the holiday and their first scheduled shift succeeding (day
32 after) the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An
33 exception to this requirement will occur if employees can furnish proof satisfactory to the District that,
34 because of illness, they were unable to work on either or both of such shifts, and the absence previous to
35 such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

36
37 All employees shall receive the following paid holidays that fall within their work year:

- 38
39
- | | |
|----------------------------------|--------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before Christmas Day |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Day after Christmas Day |
| 7. Labor Day | 14. Day before New Year's Day* |
- 46

47 *Applicable to twelve (12) month employees only.
48

1 **Section 8.1.1. Worked Holidays.**

2 Employees who are required to work on the above described holidays shall receive the pay due to
3 them for the holiday, plus twice their base rate for all hours worked on such holidays.
4

5 **Section 8.1.2. Holidays During Vacation or on a Weekend.**

6 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take
7 one extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall on Saturday
8 or Sunday, Friday or Monday will be observed as a holiday.
9

10 **Section 8.2. Vacations.**

11 Each employee who, by September 1, has completed six (6) months through three (3) years of service with
12 the District will have earned and shall be granted eleven (11) days paid vacation per year. Each employee
13 will have earned and shall be granted one (1) additional day paid vacation for each year of service
14 completed thereafter by September 1, to a maximum of twenty six (26) days paid vacation.
15

16 **Section 8.3.**

17 Each employee who by the September 1, accrual date, has completed less than one (1) years' service will
18 receive vacation time prorated to time worked. For the purposes of calculating vacation days for
19 succeeding years, employees who have been actively employed for at least one half (½) of the
20 employment year by September 1 shall be credited with one (1) year of service and be granted vacation
21 time in accordance with Section 8.2.
22

23 **Section 8.4.**

24 All vacation pay shall be based on the employee's regular daily base pay in effect at the time of the
25 vacation and shall be computed on a full-time equivalent.
26

27 **Section 8.5.**

28 Any vacation days earned during the current year but unused by August 31 may be carried over for one (1)
29 year. Any vacation in excess of one (1) year's credit may only be carried over due to District employment
30 needs with written approval of the supervisor. Vacations shall be scheduled annually with the immediate
31 supervisor, consistent with Section 10.7.
32

33 Scheduling vacations annually will generally avoid the denial or cancellation of vacations. It is also
34 recognized that employees may have unforecasted need to take vacation. Such vacation, when requested at
35 least two (2) weeks in advance, will generally be approved by the supervisor if the supervisor determines
36 that such absence will not unduly interfere with work requirements.
37

38 **Section 8.6.**

39 Employees that work less than twelve (12) months per year shall not utilize vacation time during the
40 regular school year and shall be compensated for said vacation time in twelve (12) equal installments.
41 Any employee discharged or terminated shall receive payment on unused accrued vacation credit with the
42 final paycheck.
43
44
45
46
47
48

ARTICLE IX

SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE

Section 9.1. Sick Leave.

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per school year. An employee who works ten (10) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the legal limit. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. If employment is terminated before the end of the school year, the employee will only receive sick leave for the months employed. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Any employee who is absent for five (5) or more consecutive days may be requested to submit a reason for absence signed by the employee's physician.

Sick leave may be used for the following:

1. An employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventive medical or dental care.
2. To allow the employee to provide care for a family member, including
 - Spouses and domestic partners
 - Children or domestic partner's children (biological, adopted, foster or stepchild)
 - Parents and legal guardians (or domestic partner's/spouse's parents)
 - Siblings (or domestic partner's/spouse's siblings)
 - Grandchildren (or domestic partner's/spouse's grandchildren)
 - Grandparents (or domestic partners'/spouse's grandparents), with a mental or physical illness, injury, or health condition, care of a family member who needs preventive medical or dental care.
3. When the District has been closed by order of a public official for any health related reason or when an employee's child's school or place of care has been closed for such a reason provided that the employee has complied with School Board Policy 4650; Staff Immunizations.

Section 9.1.1.1. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of

the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 9.1.1.2.

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

Section 9.1.2.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 9.1.3. Industrial Insurance.

- a. An employee who sustains a work-related injury or illness that is compensable under the Workers' Compensation Law may choose to receive time-loss compensation exclusively, use accrued paid leave exclusively, or combine time-loss compensation and accrued paid leave.
- b. While an employee is placed on long-term worker's compensation leave defined as longer than six (6) months, the returning employee will be assigned to the same position or a position substantially equal to that occupied before the employee was out on industrial leave.

Section 9.1.4.

In the event an employee sustains a duty incurred injury and is temporarily disabled, earns no compensation and is covered by Labor and Industries or a similar workman's compensation program, the District will pay the required amount, if the employee contacts Department of Retirement Services (DRS) to purchase the time.

Section 9.2. Personal Leave.

Each employee shall be granted three (3) days of personal leave. Such leave is cumulative and shall be granted with pay. Personal leave that is scheduled more than seventy two (72) hours ahead of time shall not require a reason or explanation other than personal. Personal leave used on an emergency basis shall require an explanation of the urgent need for such leave, consistent with prior practice.

The District will buy back up to three (3) days of unused personal leave for family illness/personal/emergency at the employee's current step of pay. Employees qualifying for the buyback shall be paid out no later than the end of September for the previous year.

In the event of a double Educational Programs and Operations levy failure, this cash out provision of this Section shall not apply for the following school year.

Section 9.2.1. Personal Leave May Be Used Under the Following Conditions.

Personal leave may be used under the following conditions:

- a. The employee must notify the building principal or department supervisor with as much advance notice as possible.
- b. Personal leave is granted to one (1) employee per classification, per school, per day on a first come first served basis. Schools or departments that have twenty-one (21) or more employees within a classification maybe granted two (2) employees on personal leave per day. Exceptions to this limitation may be granted by the employee's principal or supervisor.
- c. This leave cannot be used during the first ten (10) student attendance days or last ten (10) student attendance days of the school year. In compelling circumstances, upon written request to the Human Resources Administrator, they may consider an exception to the restriction. Twelve (12) month employees shall not be subject to this limitation.
- d. An employee may request in writing to Human Resources that the employee be allowed to carry over one (1) or two (2) full days of personal leave to the following school year. The request, which will include the date, must be made by May 31 of the current year, or all unused personal days would be cashed out as specified in 9.2.

Section 9.2.2. Thanksgiving Holiday Early Release.

Employees whose regularly scheduled work shift occurs during the time that District schools are released two and one-half (2½) hours early on the day prior to Thanksgiving are granted two and one-half (2½) hours of personal leave time only to be used on that day and during that two and one-half (2½) hours. If an employee's regularly scheduled shift is only partly scheduled during the building early release time, then that employee shall be granted personal leave for the portion of the two and one-half (2½) hours of early release that said employee would normally be working. Employees who are not normally scheduled to work during the two and one-half (2½) hour early release are not entitled to additional personal leave under this provision.

Employees who work more than one hundred eighty (180) days and whose positions are District wide (as opposed to being assigned to a building) will schedule their two and one-half (2½) hours personal leave time at the end of their regularly scheduled work shift.

If circumstances require a supervisor to direct an employee to work their full shift, and that shift precludes them from taking personal leave as described in this section, then that employee will be compensated for lost personal time on a timesheet.

Section 9.3. Bereavement Leave.

Bereavement may be used for personal grief, to attend funeral services, to assist in necessary arrangements, and/or to aid other members of the family in restoring order to their lives. Upon request and approval by the Human Resources Administrator, the days can be broken up within the school year to accommodate estate planning.

Each employee shall be entitled to a maximum of three (3) days leave with pay, per instance, for absence caused by death of:

- o Spouses and domestic partners
- o Children or spouse/domestic partner's children (biological, adopted, foster or stepchild)
- o Parents, stepparents, and legal guardians (or of spouse/domestic partner)

- o Siblings (or spouse/domestic partner's siblings)
- o Grandchildren (or spouse/domestic partner's grandchildren)
- o Grandparents (or spouse/domestic partner's grandparents)
- o Own or spouse/domestic partner's uncle, aunt, nephew or niece
- o In-laws by marriage or domestic partnership
- o Person who had been living in the employee's household

Two (2) additional days with pay will be extended by the Superintendent or his/her designee for travel outside of the State. Upon request, two (2) additional days with pay may be extended by the Superintendent or their designee for extenuating circumstances provided the total maximum bereavement days with pay shall not exceed five (5) days per instance. Upon request, the Superintendent, or their designee, at their discretion, may extend the above list. Such bereavement leave shall not be deducted from sick leave.

Should additional time be needed for bereavement, employees will be able to use their sick leave. Employee will notify Human Resources Administrator if additional time is needed. Sick leave used for bereavement is subject to the same parameters listed in 9.1.1.

Bereavement leave is non-cumulative.

Section 9.3.1.

An employee shall be allowed up to three (3) days without pay, for the purpose of attending the funeral or memorial service of a close personal friend, with the approval of the District.

Section 9.4. Parental Leave.

- A. Parental Leave of Absence shall be granted to an employee for the period of sickness or temporary disability, as certified by the attending physician, upon request. In connection therewith, the employee may:
 - 1. Use accumulated sick leave to cover the temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, or
 - 2. Request a leave, without pay, for a period of up to twelve (12) months pursuant to Section 9.7 of this Agreement, or
 - 3. Terminate employment.
- B. The employee shall inform the District at least thirty (30) calendar days in advance of the intention to take leave, or, in case of emergency preventing the same, as soon as possible. The employee shall inform the District of the approximate time the employee expects to leave and return to work and if the employee wishes to return to the same position. Within thirty (30) calendar days after the incident of childbirth, miscarriage or abortion, the employee shall inform the District of the specific date of return to work.

Section 9.4.1.

An employee shall be granted up to three (3) days of leave with pay on the occasion of the birth of their child. Up to three (3) days of leave with pay shall also be granted to an employee for the adoption of their child.

Section 9.5. Family Leave Acts.

- A. All employees regularly assigned four (4) or more hours per day shall be eligible for Family Medical Leave Act (FMLA). All other aspects of FMLA shall be administered as legally

determined by the District. Employees replacing staff on FMLA are not entitled to insurance benefits.

- B. Washington Paid Family and Medical Leave Act (WPFML): Employees may be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Pursuant to WAC 192-610-075, the District may not require employees to take paid vacation leave, sick leave, or other forms of paid time off provided by the District before, in place of, or concurrently with paid family or medical leave benefits.

Section 9.6. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. If on any day an employee is released from jury duty at such a time that on return to place of employment the employee can complete one half of the usual work shift, the employee shall report back to complete such work shift.

Section 9.7. Leave of Absence.

Section 9.7.1.

Upon recommendation of the immediate supervisor to the Superintendent, and written notification to the employee from the personnel office, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. Applicant cannot be gainfully employed on another job unless mutually agreed by the District and the employee.

Section 9.7.2.

The returning employee will be assigned to the same position or a position substantially equal to that occupied before the leave of absence.

Section 9.7.3.

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

Section 9.8. Leave Sharing.

Employees may donate sick leave/annual leave to come to the aid of a fellow employee within the Association bargaining unit or any other Lake Stevens School District bargaining unit with a reciprocity agreement who is called to serve in the U. S. Armed Forces or is suffering from or has a relative or household member suffering from an extraordinary or severe illness, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment.

An employee shall be eligible to receive shared leave under the following conditions:

1. The employee's job is one in which sick leave can be used and accrued.
2. The employee is not eligible for time loss compensation, September 1 through August 31.

3. The employee has abided by the District policies regarding the use of sick leave.
4. The employee has exhausted, or will exhaust, his or her sick leave.
5. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

Employees who do not receive annual leave may donate sick leave to specific individuals or pool using the following criteria:

1. The employee must have accrued more than twenty-two (22) days of sick leave.
2. Employees may not donate more than eight (8) days of sick leave in a school year.
3. Employees may not donate an amount of sick leave that will result in his or her sick leave account going below twenty-two (22) days.
4. All donated sick leave must be given voluntarily.
5. A “day” is based on eight (8) hours. Donations are to be made on an hour for hour basis.

An employee who receives annual leave may donate annual leave (vacation) to specific individuals or pool using the following criteria:

1. The employee may donate any amount of annual leave provided the donation does not cause the employee’s annual leave balance to fall below ten (10) days.
2. Employees may not donate excess annual leave that the donor would not be able to take because of an approaching date after which the annual leave cannot be used.
3. All donated annual leave must be given voluntarily.
4. A “day” is based on eight (8) hours. Donations are to be made on an hour-for-hour basis.

Section 9.9. Domestic Violence Leave.

The District shall comply with the Domestic Violence Leave as described in RCW 49.76.030 allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule when the employee or an employee’s family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee with an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee’s accrued leave.

Section 9.10. Emergency Leave – Definition and Use.

An emergency is defined, for purposes of this leave, as a suddenly precipitated situation which is unplanned and which requires the employee to be absent from duties, emergency leave shall be granted. Such leave may be used in the event of situations involving physical danger to personal property or other unforeseen situations that cannot be handled outside the regular school day.

The emergency situation may involve the employee or the employee’s spouse, child or parents. The problem must be of such a nature that preplanning was not possible or where preplanning would not have relieved the necessity for the employee’s absence. The situation cannot be one of minor importance or of mere personal convenience but must be of a serious emergency nature. When school is in session, weather conditions to and from school shall not be considered as a valid reason for emergency leave.

A maximum of three (3) days of emergency leave may be used per instance. At that point, appropriate leave will be determined for additional absences due to the situation, if necessary.

Obtaining family illness/personal/emergency leave by fraud, deceit, or falsified statement shall result in disciplinary action ranging from loss of one (1) day's salary to discharge. In the event prior approval is obtained, no adverse action may be taken unless the employee is found to have made false statements regarding the leave.

Section 9.10.1.

Emergency leave must be approved by the Superintendent/designee.

Section 9.10.2. Payment of Emergency Leave.

Emergency leave shall be deducted from the employee's sick leave. Should the employee have no sick leave, then the emergency leave shall be deducted from the employee's personal leave, then his/her vacation leave. If the employee has exhausted all available leave, then emergency leave shall be unpaid leave (salary deduction).

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

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

Section 10.1.1.

Ties in seniority shall first be resolved by the amount of prior District service. After that lots shall be drawn in a public meeting with an Association officer(s) present.

Section 10.2.

Each new hire shall remain on probationary status for a period of sixty (60) working days following the hire date. During this probationary period the District may discharge such an employee at its discretion. In lieu of discharge, the supervisor may extend the probationary period by thirty (30) working days. The supervisor will share the probationary evaluation, identify areas needing improvement, and note the extension of the probationary period. The District may discharge the employee at its discretion during the extended probationary period.

Section 10.2.1.

Employees promoted or placed in a different job classification shall be on probationary status for a period of thirty (30) days of work. If the employee's performance is determined to be unsatisfactory, the employee shall, at the sole discretion of the employer, have the probationary period extended for an additional thirty (30) days, be reassigned to an existing equivalent position held before the promotion, or shall be moved back to the previously held position. The employee will be informed in writing of the decision to extend the probationary period and the reasons therefore and shall have the option of electing to be reassigned to an existing equivalent position to that held before the promotion or shall be moved back to the previously held position. The decision to reassign or move the employee is not grievable.

1
2 **Section 10.2.2.**

3 Due to the need for consistency in programs, new paraeducators within the District are required to
4 maintain employment in their new position for ninety (90) workdays before being eligible to apply
5 for a different position within the District.
6

7 A temporary staff member may apply to a posted permanent position.
8

9 **Section 10.3.**

10 Upon completion of the probationary period, the employee will be subject to all rights and duties
11 contained in this Agreement retroactive to the hire date.
12

13 **Section 10.4.**

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

- 15 A. Resignation;
16 B. Discharge for justifiable cause;
17 C. Retirement; or
18 D. Change in job classification within the bargaining unit, as hereinafter provided.
19

20 **Section 10.5.**

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

- 22 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
23 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
24 United States;
25 C. Time spent on other authorized leaves; or
26 D. Time spent in layoff status as hereinafter provided.
27

28 **Section 10.5.1.**

29 An employee will retain accrued sick leave, vested vacation rights, and seniority rights earned prior
30 to the occurrence of any of the events described in Section 10.5. However, vacation credits, sick
31 leave, seniority, and other benefits shall not accrue during their absence, except that seniority shall
32 continue to accrue for 10.5, subsections A and B.
33

34 **Section 10.6.**

35 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
36 job classifications are those set forth in Article I, Section 1.5.
37

38 **Section 10.7. Seniority Rights.**

39 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation
40 periods, promotions, assignment to new or open jobs or positions, additional hours at the worksite, and
41 layoffs when ability, job related qualifications, and performance are substantially equal with other
42 applicants. If the Association is concerned with the movement of a significant number of employees
43 within a building, the issue will be brought forward to the Labor Management Committee for discussion
44 and/or review as appropriate.
45

46 **Section 10.7.1.**

47 If the District determines to bypass a senior applicant, the Supervisor in charge of selecting the
48 applicant for the position shall provide written reasons for such bypass within five (5) workdays of

the selection. The District shall notify all applicants with valid applications that the job was awarded and provide copies of all bypass letters to the President of the Association.

Section 10.7.2. Bumping Rights.

All bumping to avoid layoff shall be to a lateral position or a lesser paid position when the senior employee is qualified to perform the duties of the position. The District shall have the authority to direct such a bump between positions that are similar in wages, hours, and working conditions during a layoff situation.

Section 10.7.3.

The District may offer additional supplemental programs (“summer work”). Additional compensation will be offered and timesheeted. In summer school situations, the District and Association agree that students benefit from working with staff that are familiar with the students and school. In an effort to support consistency and student achievement, summer work is awarded by building and then by seniority. Positions will be posted by building or program. Staff working at the location and/or within the program will be offered assignments prior to posting for other bargaining unit employees.

In programs where roles and positions are not building specific (i.e.: food service), summer work is awarded by seniority.

Section 10.8.

Employees who change job classifications within the District shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 10.9.

The District shall publicize within the bargaining unit, by written posting, for a minimum of five (5) business days, the availability of new or open positions, exclusive of classroom overload time. A copy of the posting shall be sent directly to the President of the Association. Posting shall occur on the District’s online application system and shall include the appropriate job description.

Section 10.9.1.

Position openings will be filled by the District based on the ability, qualifications, skills, experience and other relevant factors of the applicant for the position.

If two (2) or more applicants for the position are substantially equal, based on the criteria provided for in this Section, then seniority shall prevail.

Section 10.9.2.

A temporary position anticipated to be open for more than twenty-five (25) workdays shall be posted for bidding by regular employees in the bargaining unit.

Section 10.9.2.1.

Overload assignments and other additional hours shall be offered to those employees, in accordance with Section 10.7, with primary work assignments at the same worksite as the assignments providing the employee is otherwise qualified and the additional hours do not conflict with the employee’s current assignment.

Section 10.9.2.1.1.

Hours assigned under section 10.9.2.1, and temporary hours added to an employee's existing schedule for other reasons, shall not count towards breaks in Section 7.3.1.

Section 10.9.3.

A regular employee filling a temporary vacancy/position shall return to his/her regular assignment at the end of the temporary vacancy/position. If said position has been eliminated through a reduction in force or a change in District program, the employee shall be assigned to a similar position if qualified. If a similar position does not exist, or the position is held by a more senior employee, the employee returning from the temporary vacancy/position shall be placed on layoff status.

Section 10.9.4.

The employer may fill a temporary vacancy of twenty-five (25) workdays or less with a substitute employee.

Section 10.9.4.1.

The employer may fill a temporary position of ninety (90) calendar days or less with a substitute employee to address a student(s) with emotional problems or profound needs that are disruptive to the classroom.

Section 10.9.5.

A temporary employee, upon completion of twenty-five (25) workdays of employment in the same assignment shall be eligible for the following benefits on the same basis as a regular employee: holidays, sick leave, bereavement leave, health and welfare (per SEBB), retirement (if eligible per DRS rules), longevity and open positions. Temporary employees hired by December 1 into a temporary position that is scheduled to continue for the remainder of the school year will additionally be granted Family Illness/Personal/Emergency Leave as described in Section 9.2.

Section 10.9.6.

A temporary employee shall be paid at the appropriate classification on Schedule A. A regular employee filling a temporary position shall be paid at their appropriate placement on Schedule A for the position occupied.

Section 10.10.

In the event of layoff, employees so affected are to be placed in a recall pool maintained by the District according to seniority. Names shall remain in the recall pool for eighteen (18) months. The District will fill open positions from the recall pool as specified in these procedures; provided, however, if there is no qualified person in the recall pool, the District may hire a person from outside the pool.

Section 10.10.1.

Positions will be filled from the recall pool as follows:

Each individual in the recall pool will be considered for any open position within their classification for which they are qualified. The Association shall be advised and consulted about any issues of qualifications before an employee is designated as "not qualified" for a particular position.

The most senior qualified employee for an open position will be offered the open position.

If an employee accepts an offer for a temporary position with fewer hours, they shall remain in the recall pool until such time as they are offered a position with hours similar to those prior to layoff or until their recall rights expire.

Employees selected for positions pursuant to this section will have three (3) workdays to accept the offer. Failure to notify the District within three (3) workdays of their intent to accept or decline the offer of employment will be deemed to have refused reemployment. An employee on layoff status who twice rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided such an employee is offered a position substantially equal to that held prior to layoff.

The District shall notify the Association immediately of each individual selected for positions pursuant to this Section.

Employment Notification:

Persons in the recall pool due to layoff, shall be responsible for maintaining their current address and phone number with the HR department. The District shall send notification to laid off persons selected for recall by certified mail.

Section 10.11.

Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees shall also advise the District of a contact mechanism when they are away from their current address.

Section 10.12. Employee Notice of Separation.

Each employee shall give the District two (2) weeks written notice of their intention to voluntarily resign. If an employee is absent for three (3) consecutive workdays without notifying the District, then said employee shall be considered as having voluntarily resigned. An employee may be reinstated without penalty if, in the judgment of the HR administrator, there are extenuating circumstances which made it impossible to notify the District.

Section 10.13.1. Transfer of Experience.

When an employee leaves one public school district within the state and commences employment with the Lake Stevens School District, the employee shall be granted longevity compensation, vacation, and sick leave benefits as required by law. After completion of the probationary period, employees may appeal their initial placement to the Human Resource Administrator, whose decision is final and binding.

Section 10.14.1. Definition of Longevity.

Longevity is not seniority. Longevity is the years of service in a public state educational institution. Employees who change classifications shall maintain their longevity. Longevity is considered for:

- Vacation Placement and Compensation
- Retirement Benefits
- Sick Leave Benefits
- Longevity Pay

Longevity is not considered for:

- Step Placement on the Salary Schedule A

Private employment experience and verification of Pre-K experience will be considered upon request but must be approved by the Human Resources Administrator.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. Just Cause.

- a. The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.
- b. No employee shall be warned or reprimanded without just and sufficient cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth.
- c. An employee shall be entitled to have present a representative of the Association during such disciplinary action. The employee shall be informed of the right prior to such action being taken. An employee shall be informed that they are entitled to have present a representative of the Association for any meetings held to conduct an investigation that could lead to disciplinary action, or for any follow-up meetings held after disciplinary action has been taken. Nothing contained herein shall be interpreted as limiting the right of the employee's immediate supervisor to informally discuss potential job performance deficiencies with an employee.
- d. The District agrees to follow a policy of progressive discipline which normally should include: written warning, written reprimand, suspension without pay, and discharge. Discipline should be consistent with the seriousness of the offense. Individual steps of progressive discipline may be bypassed based on the seriousness of the misconduct. A verbal warning which is not reduced to writing is not considered a progressive disciplinary action although it does serve to provide notice to the employee of acceptable and unacceptable behavior.
- e. Suspension without pay, discharge, and other adverse actions shall be in accordance with statute. Should such actions be taken, the President of the Association shall be notified of the employee involved and what action has been taken.
- f. Complaints against any employee from any source whatsoever shall be promptly called to the attention of the employee. No action shall be taken upon any complaint toward an employee, nor shall any notice or documents related thereto be included in said employee's personnel file unless such matter is reported within ten (10) days of the District becoming aware of the complaint to the employee concerned unless the time is extended by mutual consent of the Association and the District. No complaint or information related thereto may be used as the basis for, or as evidence in, any disciplinary action against the employee unless the provisions of this paragraph have been followed.
- g. No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless the same or related offense was committed during the three (3) year period of time. If the same or related offense was not committed in said three (3) year period, any documents in the employee's personnel file related to the original disciplinary action shall be expunged and destroyed upon written request of the employee and subject to any legal requirements.

- h. No correspondence or other material, except routine personnel data, shall be included in an employee's personnel file if a copy of said material has not been made available to the employee. An employee shall have the right to attach their own response to any of the above-mentioned materials in their personnel file.
- i. The District may temporarily remove an employee from their assignment by placing the employee on administrative leave with pay pending an investigation or legal proceeding into alleged misconduct in accordance with the following:
- j. This administrative leave action shall not be considered disciplinary and shall be an administrative leave with full pay and benefits.
- k. The District shall base its actions on such considerations as risk to students, self, or others; disruption of the educational or work environment and/or legal proceeding.
- l. The employee and the Association President shall be notified at the time an employee is placed on administrative leave of the basis for the administrative leave.
- m. The District will begin the investigation in a timely and efficient manner as is reasonable given the circumstances and engage sufficient resources to complete investigations in a timely manner. If circumstances cause the administrative leave to extend more than five (5) days beyond the investigation period, the District will notify the Association of the circumstances.

Section 11.2. Notification of Non-Annual Employees.

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

Section 11.2.1.

Should the District decide to discharge or lay off any non-annual employee, they shall make a reasonable effort to notify such employee in writing prior to the expiration of the student school year.

Section 11.3.

Except in extraordinary cases, the District will give employees two (2) weeks notice of intention to discharge.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Health Insurance - SEBB (School Employees Benefit Board).

The parties agree to abide by the provisions of ESHB 1109 which has mandated the creation of the School Employees Benefit Board (SEBB). The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board. As long as the State provides funding for the retiree carve-out, the employer will fund the payment of the retiree carve-out for all eligible employees. Should the retiree carveout no longer be covered by SEBB both parties agree to bargain the impact of said change. The parties acknowledge that there could be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts through Labor/Management meetings. All supplemental spending plans go through HCA and shall be billed directly to the employee.

1 **12.1.1. Eligibility.**

2 SEBB health care plans are available for individual employees who are anticipated to work a
3 minimum of six hundred thirty (630) hours during the school year as per SEBB benefit rules. If
4 the HCA changes how they fund the minimum anticipated work hours that would be required for
5 eligibility, the District would comply with this change.
6

7 **12.1.2. Enrollment Period.**

8 The open enrollment period will be set by SEBB. When the enrollment period ends, no insurance
9 options may be added or deleted during the contract year except for qualifying events. If
10 employees are hired after the enrollment period, they have thirty one (31) calendar days to enroll.
11 If any employee fails to enroll, they will be placed on a default medical, dental and vision plan as
12 determined by SEBB. Coverage will begin the first day of the month following the date of hire.
13 Any premiums due as a result of default will be deducted from the employees pay or be paid to the
14 District if there are not sufficient funds in the employees' paycheck to cover the premiums.
15

16 **12.1.3. Termination of Benefits.**

17 For employees who resign/retire their position but are employed through the last workday of the
18 school year, their resignation/retirement will be deemed effective on August 31 unless otherwise
19 specified on their notice of resignation/retirement and their SEBB benefits will continue to that
20 date. When resignation/termination/retirement takes place during the school year, the employee's
21 benefits will continue to the last day of the month in which resignation/termination occurs.
22

23 **Section 12.2. Tort Liability.**

24 The District shall provide tort liability insurance coverage, to the extent allowed by law, for all employees
25 subject to this Agreement.
26

27 **Section 12.3. State Industrial Insurance.**

28 The District shall make required contributions for State Industrial Insurance on behalf of all employees
29 subject to this Agreement.
30

31 **Section 12.4. Retirement Eligibility.**

32 In determining whether an employee subject to this Agreement is eligible for participation in the
33 Washington State Public Employees' Retirement System, the District shall report all hours worked,
34 whether straight time, overtime, or otherwise.
35

36 **Section 12.5. Tax Shelter Annuity Plans.**

37 All employees subject to this Agreement shall be entitled to participate in tax shelter annuity plans,
38 provided that more than five (5) employees make payroll authorization. On receipt of written
39 authorization by an employee, the District shall make the requisite withholding adjustments and
40 deductions from the employee's salary.
41

42 **Section 12.6. VEBA.**

43 Employee participation in VEBA III Medical Benefit Plan for the conversion of sick leave to medical
44 expenditures shall be determined on an annual basis by the Association without cost to the District.
45

46 **Section 12.7. VEBA Health Benefit and VEBA Mitigation Fund.**

47 The District shall contribute an amount of money, per bargaining unit employee, for the purpose of
48 contributing to each employee's VEBA account.

- Effective September 1, 2022, the District will fund ten dollars (\$10.00) per employee per month into a VEBA account beginning September 1, 2022.
- Effective September 1, 2023, the District will fund ten dollars (\$10.00) per employee per month into a VEBA account beginning September 1, 2023.
- Effective September 1, 2024, the District will fund ten dollars (\$10.00) per employee per month into a VEBA account beginning September 1, 2024.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

Section 13.1. Required Training.

Employees attending training courses (including FCS [Fundamental Course of Study], Paraeducator General Certificate, and Safe Schools) required by State regulation or District policy as a condition of continued employment will be paid by the School District, at the employees' appropriate hourly rate of pay for all time in attendance (outside of regular school employment time), plus any fee, tuition, or transportation costs.

Section 13.2.

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

Section 13.3.

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

Section 13.4. Salary Credit for Professional Development.

Employees successfully completing a job-related training course totaling eight (8) hours approved by the District shall receive an increase of eight (\$0.08) cents per hour. Professional Development courses must have been sponsored by the District or received prior approval by the District. The maximum number of professional development credit raises per year is two (2). The total maximum number of professional development credits per employee is thirty-five (35). Credit can be earned only while the employee is not being reimbursed by the District. Professional Development credit increases for job-related training will become effective on the first day of the month following the completion of courses. It is the employee's responsibility to ensure that the District receives proper documentation the first of the month after completion verifying that the necessary hours have been completed.

Section 13.5.

A joint subcommittee shall plan a paid training day for bargaining unit staff which shall take place on a designated waiver day, so long as there is at least one (1) state-authorized waiver day on the District calendar. Such training shall be targeted to safety and job specific training.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Association Membership.

Every employee has the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. Membership in the Association shall not be required as a condition of employment.

Section 14.2. Non-Discrimination of Association Members.

The District and the Association agree that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective bargaining with the District, of their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 14.3. Dues and Checkoff.

- A. The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of the Association, and shall provide updates, additions, and/or other changes in membership status to the District upon request. The District agrees to accept dues authorizations by E-signature in accordance with "E-Sign." The Association will be the custodian of the records related to E-signature authorizations. The Association agrees that, as the custodian of records, it has a responsibility to ensure the accuracy and safekeeping of those records. The District shall deduct Association dues from the pay of any employee who authorizes such deductions in writing or electronically pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington on a monthly basis.
- B. The District shall deduct local dues monthly as established by the local Association chapter and remit the same to the Treasurer of the chapter by regular US mail. The District shall be notified by September 1 of any year if there is a change to the amount of monthly dues.

Section 14.4. Notification of New Employees.

The District will notify the Association and the Association's Membership Department of all new hires within ten (10) working days of the hire date. The Association will inform the new hire of the terms and conditions of this Article.

Section 14.5. Checkoff.

The District shall deduct Association dues or service charges from the pay of any employee who authorizes such deductions in writing 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.

Section 14.5.1. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee

voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on a check separate from the Association dues transmittal check. Section 14.7.2 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the Association State Office, about the right to revoke the request.

Section 14.5.2.

The Association will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any checkoff of Association dues (Section 14.7) or requirement that employees pay membership or representation fees to the Association or a charitable organization as a condition of employment (Section 14.6), or voluntary political contributions.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

A Grievance is defined as an alleged violation of the contractual relationship between employer and employee as provided herein. Days as used in this section shall mean workdays defined as all days when the District office is open for business with the public, except winter vacation.

Section 15.1.1.

Association representatives or members may investigate and consult with members concerning grievance and thereafter advise employees of rights and procedures outlined in the Agreement. They may not, however, continue to advise the employee on courses of action after the employee has indicated that they do not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion.

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1 – Informal Meeting with Immediate Supervisor.

An employee having a grievance shall first discuss it with the immediate supervisor. Any grievance not brought to the attention of the immediate supervisor within twenty (20) working days of the occurrence that gave rise to the grievance shall be deemed waived by the employee and subject to no appeal hereunder so long as the employee knew or should have known of the occurrence. Timelines may be extended by mutual agreement.

Section 15.2.2. Step 2 – Written State of Grievance to Supervisor.

If the grievance is not resolved to the employee's satisfaction by discussion with the supervisor as provided above, the employee shall, within twenty (20) working days of the occurrence submit a written statement of grievance to the supervisor and a copy thereof to the Human Resources Administrator. The written statement shall contain the following:

1 A. The facts on which the grievance is based; including date.

2
3 B. A reference to the provisions of this Agreement or other contractual rights of the employee
4 which have allegedly been violated.

5
6 C. The remedy sought.

7
8 **Section 15.2.3.**

9 The parties shall have ten (10) working days from submittal of the written statement of grievance
10 to resolve it. If an agreeable disposition is made, a written statement indicating disposition of the
11 grievance shall be given to the employee and the employee shall submit approval therein in writing
12 in ten (10) days; and the grievance shall thereupon be deemed terminated.

13
14 **Section 15.2.4. Step 3 – Written Statement of Grievance to Human Resources Administrator.**

15 If no settlement has been reached within ten (10) working days referred to in the preceding
16 subsection, and the Association believes the grievance to be valid, a written statement of grievance
17 shall be submitted within ten (10) working days to the Human Resources Administrator. After
18 such submission, the parties will have ten (10) working days from submission of the written
19 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
20 an agreeable disposition is made, all parties to the grievance shall sign it. The Human Resources
21 Administrator reserves the right to summon the employee for an oral statement of the grievance.
22 The employee reserves the right to appear before the Human Resources Administrator to explain
23 the grievance. At any appearance before the Human Resources Administrator, the employee may
24 be accompanied by an Association representative or designee.

25
26 **Section 15.2.5. Step 4 – Arbitration of the Grievance.**

27 If no settlement has been reached within the ten (10) working days referred to in the preceding
28 subsection, and the Association believes the grievance to be valid, the employee may demand
29 arbitration of the grievance. The arbitration panel shall consist of one (1) representative from the
30 Association, one (1) representative from the District, and a third person to be selected by the two
31 (2). Within ten (10) working days of the expiration of the ten (10) working day period referred to
32 in the preceding subsection, the District and the Association shall submit to the other the names of
33 the representatives referred to herein. Within ten (10) working days of the submission of the
34 representatives, the two shall meet and select a third arbitrator. Within five (5) working days the
35 representatives and the arbitrator shall meet and arrive at a decision which shall be final and
36 binding.

37
38 If the two (2) cannot agree on the third arbitrator within five (5) working days of the first meeting,
39 the grievance shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of
40 the American Arbitration Association. The parties agree to accept the arbitrator's award as final
41 and binding. The parties agree that any reasonable and necessary expenses incurred pursuant to the
42 arbitration, including arbitration fees, shall be paid by the losing party, provided that the parties
43 shall be responsible for their own legal fees and witness costs.

44
45 **Section 15.2.6.**

46 No employee shall be discriminated against because of taking any action under this Article. Where
47 the parties agree, any discussions under this Article may be held during school time.

1
2
3 **ARTICLE XVI**
4

5 **NO-STRIKE AGREEMENT**
6

7 **Section 16.1.**

8 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association,
9 regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee
10 covered by this Agreement. Should a strike, slowdown or stoppage by the Association members occur,
11 the Association shall immediately instruct its members to return to work. If the members of the
12 Association do not resume work as required by this Agreement immediately upon being so instructed, they
13 shall be subject to discipline, including discharge.
14

15
16
17 **ARTICLE XVII**
18

19 **SALARIES AND EMPLOYEE COMPENSATION**
20

21 **Section 17.1.**

22 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
23 worked.
24

25 **Section 17.1.1. Payroll Corrections.**

26 In the event of an error of overpayment, the District and the employee will work out a reasonable
27 time for repayment, which will normally be within the work year in which the error occurred. A
28 longer period of repayment will be considered when there is assurance the employee will continue
29 employment with the District the following year.
30

31 If an employee has been underpaid by fifty dollars (\$50) or more, the employer will pay the
32 employee the adjusted amount within ten (10) business days. Underpayments of less than fifty
33 dollars (\$50) will be adjusted in the next scheduled pay period.
34

35 **Section 17.2.**

36 Effective for the fiscal year of 2022-2023 school year, Schedule A will be increased by the state identified
37 allocation of five and a half percent (5.5%) + two and a quarter percent (2.25%) equaling seven and three
38 quarter percent (7.75%).
39

40 Effective for the fiscal year of 2023-2024 school year, Schedule A will be increased by the state identified
41 allocation (IPD or however the State identifies public education funding increases for cost of living salary
42 allocations) for K-12 classified employees, or two percent (2%), whichever is higher.
43

44 Effective for the fiscal year of the 2024-2025 school year, Schedule A will be increased by three and a
45 quarter percent (3.25%) or IPD (or however the State identifies public education funding increases for cost
46 of living salary allocations) whichever is greater.
47
48

All salaries in the bargaining unit shall be compared to comparable positions in the Arlington, Marysville, Monroe and Snohomish School Districts. The comparison shall be based upon a ninth year employee.

Where there is no match or no comparable that applies, other districts will be proposed for comparison and mutually agreed upon.

Any retroactive State-funded COLAs for previous school years shall be prospectively applied in the year it is allocated.

Section 17.3.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible, and in any case not later than the second regular payday.

Section 17.4.

Incremental steps, where applicable, shall take effect on September 1; provided the employee has been actively employed continuously for at least one-half ($\frac{1}{2}$) of the previous employment year.

Section 17.4.1. Definitions.

- "Total Hourly Rate" includes hourly base, vocational credits and previous longevity step increases.
- "Actively employed" shall mean working or on paid leave status.
- "A year of documented educational service" shall mean that the employee was actively employed for at least one-half ($\frac{1}{2}$) of the scheduled work year.
- "Documented service" shall require a Washington State public school district originated record of such service.

Section 17.4.2. Longevity Steps.

Years of Documented Service	Rate of Pay (From Schedule A)
0-9	Total Hourly Rate (THR)
10-14	THR + \$0.20
15-19	THR + \$0.25
20-24	THR + \$0.30
25-29	THR + \$0.50
30+	THR + \$0.30

Section 17.5.

Any employee who changes job positions or classifications may receive full longevity credit regarding step placement on Schedule A.

Section 17.6.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour.

Section 17.7.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate which will be determined by District Policy, and which will be uniform among all employee groups.

Section 17.8.

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

Section 17.9.

The District shall pay for each employee's required x-ray, physical examinations, and permit required for continued employment with the District, provided that the procedure for taking such examinations and securing such permits is pursuant to the requirements of the District.

Section 17.10.

Maintenance and Grounds employees who are certified by the Manager of Facilities and Operations as meeting the skill and experience requirement of the next higher rated position and who are expected to regularly perform the duties of the next higher rated position shall be advanced to that level. Maintenance and Grounds employees who believe they meet the skill, experience and job expectation requirement may submit a reclassification request to the Manager of Facilities and Operations. The District will respond in writing to the request within ten (10) business days.

Section 17.10.1.

The parties agree to conduct a comprehensive review of job descriptions, work differentiations between groups, and advancement procedures. The mechanism to accomplish this is outlined in Sections 1.4.1 and 1.4.2.

Section 17.11.

Computer Tech employees who are certified by the Technology Manager or designated administrator as meeting the skills and experience requirement of the next higher rated position and who are expected to regularly perform the duties of the next higher rated position shall be advanced to that level. Computer Tech employees who believe they meet the skill, experience and job expectation requirement may submit a reclassification request to the Technology Manager or designated administrator. The District will respond in writing to the request within ten (10) business days.

Section 17.12.

Paraeducators working in these Special Education Programs and in positions as identified by the District as having heightened responsibility, must be trained in Right Response, First Aid, and CPR. These Special Education programs and positions of heightened responsibility are paraeducators in Behavior Support, Reach, Beep, Life Skills, Structured Learning Centers, Developmentally Delayed (DD) Pre-School, Speech and Hearing Impaired at DD Pre-School, Transitions Program, Trust, and all Paraeducators who are assigned 1:1 with a student requiring Right Response training. The salary for Paraeducators in these job classifications is reflected in Schedule A: Special Education and Highly Qualified Special Education Programs.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

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

Section 18.2.

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 18.3.

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

Section 18.4.

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 18.5.

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

Section 18.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3, if legally possible.

Section 18.7.

It is agreed that all classifications represented in this Agreement will receive the negotiated salary and benefits regardless of district funding sources. All additional State-funding will be applied in the year it is allocated.

ARTICLE XIX

EVALUATIONS

Section 19.1.

Employees within the bargaining unit shall be formally evaluated at least once annually and shall receive said evaluation at least ten (10) working days prior to the end of their contracted work year. The District, at its discretion, may conduct additional formal evaluations throughout the contracted work year. Newly hired probationary employees shall be evaluated prior to the close of the sixty (60) working day probationary period provided for in Section 10.2.

Section 19.2.

Employees within the bargaining unit shall be formally evaluated in writing by the Superintendent's administrative designee using forms provided by the District. The form shall be signed by the administrative supervisor and the employee. Employees evaluator may receive input from bargaining unit member supervisor. A copy of the form shall be provided to the employee following the discussion of the evaluation by the administrative supervisor with the employee. An employee may attach their own written comments to said evaluation.

Section 19.3.

Employees whose overall performance is found to be unsatisfactory shall meet with their immediate supervisor at least twice per month for a period of four (4) consecutive months.

Section 19.4.

At the time an employee's performance is deemed unsatisfactory, the supervisor shall arrange a conference with the employee within ten (10) days of such determination and present a Performance Improvement Plan detailing:

1. The areas of performance deficiency.
2. The recommended or desired performance levels.
3. The activities necessary to reach the desired performance level.

The grievance procedure shall apply only to procedural violation of this Article.

Section 19.5.

At the discretion of the immediate supervisor, if the employee does not successfully meet the expectations established in the Performance Improvement Plan, the employee may be subject to disciplinary action. At the conclusion of the Performance Improvement Plan, the immediate supervisor will communicate, in writing, the outcome of the plan and any subsequent action that the immediate supervisor may deem appropriate.

The grievance procedure shall apply to this section.

ARTICLE XX

SAFETY AND INJURY PREVENTION

Section 20.1.

The District shall take reasonable steps consistent with State Law and District policies to protect employees from assaultive behavior by students, parents, and other employees.

Section 20.1.1. Liability Insurance.

At the District's expense, liability insurance is provided in the amount established by the Washington State Risk Management Pool. If employees make a claim, it is their responsibility to request and complete the required District forms.

Section 20.2.

As provided in State and Federal Law, employees have the right to safe working conditions. Employees are encouraged to report any concerns to their immediate supervisor or departmental safety committee.

Section 20.3. Safety/Injury Prevention.

The need for safety and protective clothing and equipment will be addressed through the Labor Management Committee meeting process.

Section 20.4. Employees in the Maintenance, Grounds, and Warehouse categories shall be allowed an annual protective footwear allowance of three hundred dollars (\$300) per employee. Employees shall submit valid receipts for reimbursement.

1
2 **Section 20.4. Footwear Compensation.**

3 Employees in the Maintenance, Grounds, Child Nutrition Drivers, and Warehouse categories shall be
4 allowed an annual protective footwear allowance of three hundred dollars (\$300) per employee.
5

6 Child Nutrition workers (excluding Nutrition and Fiscal Assistants) who are permanently contracted to
7 work six (6) hours or more will receive up to a one hundred dollar (\$100) annual allowance for non-slip
8 footwear. Employees must request this reimbursement and submit valid original receipts.
9

10 **Section 20.5.**

11 The District shall supply uniforms and laundry service at no charge to the Maintenance and Grounds
12 employees when required. If the Maintenance or Grounds employees do not participate in the pants option
13 of the rented uniform, then the employee will be allowed an annual pant allowance or purchase using
14 District procurement card of two hundred (\$200) per employee per year. The pants must be of dark blue
15 jeans or cotton canvas material that are of presentable quality.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

LAKE STEVENS CHAPTER, #1112

LAKE STEVENS SCHOOL DISTRICT #4

BY: Tonia M Hubbell
Tonia Hubbell, Chapter President

BY: John Balmer
John Balmer, Ed.D, Assistant Superintendent

DATE: 2/22/23

DATE: 2/16/23

LAKE STEVENS
SCHEDULE A
September 1, 2022 - August 31, 2023

MAINTENANCE	Group 1	Group 2	Group 3	Group 4
Substitute	25.16	-	-	-
Step 1	28.25	33.05	36.79	40.47
Step 2	28.81	33.62	37.37	41.10
Step 3	30.14	34.92	38.88	42.78
Step 5	30.51	35.31	39.40	43.34
Step 7	31.12	35.92	40.00	44.01
GROUPS	Group 1	Group 2		
Substitute	23.93	-		
Step 1	26.86	31.61		
Step 2	27.41	32.13		
Step 3	28.66	33.42		
Step 5	29.00	33.76		
Step 7	29.59	34.43		
TECHNOLOGY	Group 1	Group 2	Group 3	
Substitute	24.71	-	-	
Step 1	31.43	34.88	39.19	
Step 2	31.98	35.45	39.84	
Step 3	33.20	36.92	41.47	
Step 5	33.60	37.35	41.96	
Step 7	34.03	37.79	42.48	
PARAEDUCATOR		Highly Qualified	Self-Contained Programs	HQ Self-Cont Programs
Substitute	19.34			
Step 1	22.54	23.06	24.11	24.63
Step 2	23.00	23.56	24.59	25.15
Step 3	24.27	24.80	25.83	26.38
Step 5	24.53	25.09	26.11	26.68
Step 7	25.03	25.76	26.57	27.31
FOOD SERVICE	Group 1	Group 2	Group 3	Group 4
Substitute	15.61			
Step 1	19.40	22.21	22.81	24.50
Step 2	23.06	23.41	25.66	27.50
Step 5	23.31	23.73	25.94	27.84
Step 7	23.69	24.10	26.34	28.23
DELIVERY/WAREHOUSE		Campus Security- HS		HVACR
Step 1	25.29	Step 1	27.70	51.61
Step 2	26.64	Step 2	28.39	52.42
Step 5	26.94	Step 3	29.11	54.53
Step 7	28.82	Step 5	29.79	55.28
		Step 7	30.51	56.11

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