

COLLECTIVE BARGAINING AGREEMENT
LAKE STEVENS SCHOOL DISTRICT #4
AND
PUBLIC SCHOOL EMPLOYEES OF
LAKE STEVENS OFFICE PROFESSIONALS #1111
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 (hereinafter "District") and the Lake Stevens School District Office Professionals, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provision 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 for all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Office Professionals. Except: Substitute employees who do not meet the criteria in 1.5.

Section 1.3.1. Definitions.

Regular Employee shall be defined as a person who has been hired to fill a regular 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 on a day-to-day basis but not required to report for work each day.

Long-Term Leave shall be defined as a leave more than thirty (30) days but not to exceed two (2) school years as per Section 9.7.

Permanent Vacancy shall be defined as an open position for employment due to an increase in staffing or the retirement or termination of a current regular employee.

Temporary Position shall be defined as an opening that is expected to be more than sixty (60) calendar days, but less than a school year, to address a temporary situation.

Section 1.4.

The Payroll Specialist, Benefits Specialist, Human Resources Specialists and Human Resources Assistants are recognized as confidential employees and are therefore excluded from the bargaining unit.

Section 1.5. Substitute Employees.

Substitute employees who work thirty (30) or more days in a single school year and who continue to be available for work shall be included in the bargaining unit. Substitute employees shall be compensated at the rate they would be paid if they assumed the position permanently. No other provisions of this Agreement shall apply to bargaining unit substitutes unless the provision specifically and expressly states its application to the bargaining unit substitutes. The District will notify the association president when a substitute employee has worked thirty (30) workdays in a school year.

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.

Section 2.4.

The Association and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event of a double EP & O levy failure, other significant loss of revenue beyond the control of the District, or significant unexpected increase in revenue, the Association and the District shall meet and confer, share and discuss the cause of the significant change, and as appropriate, bargain changes to the Agreement. When the state enacts major funding changes beyond the District's control such as changes in compensation funding or funding of contract days, the Association

1 and the District will meet and confer and, as appropriate, negotiate the impact and effect of such
2 changes.

3 4 5 **ARTICLE III** 6 7 **RIGHTS OF EMPLOYEES** 8

9 **Section 3.1.**

10 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise
11 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The
12 freedom of such employees to assist the Association shall be recognized as extending to participation in
13 the management of the Association, including presentation of the views of the Association to the Board
14 of Directors of the District or any other governmental body, group, or individual. The District shall take
15 whatever action required or refrain from such action in order to assure employees that no interference,
16 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
17 membership in any employee organization.

18 19 **Section 3.2.**

20 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
21 Association representatives and/or appropriate officials of the District.
22

23 **Section 3.3.**

24 Employees of the units subject to this Agreement have the right to have Association representatives or
25 other persons present at discussions between themselves and supervisors or other representatives of the
26 District as hereinafter provided.
27

28 **Section 3.4.**

29 Each employee reserves and retains the right to delegate any right contained in this Agreement,
30 exclusive of compensation for services rendered to appropriate officials of the Association.
31

32 **Section 3.5.**

33 Neither the District, nor the Association, shall discriminate against any employee subject to this
34 Agreement on the basis of race, creed, color, gender, religion, age or marital status or because of a
35 physical handicap with respect to a position, the duties of which may be performed efficiently by an
36 individual without danger to the health or safety of the physically handicapped person or others.
37

38 **Section 3.6. Personnel Files.**

39 Employees or former employees shall, upon request, have the right to inspect all contents of their
40 complete personnel file kept with the District. Said employee or former employee may be accompanied
41 by another person for said inspection provided that the Human Resource Services Department receives
42 not less than a twelve (12) hour notification.
43

44 No secret, duplicate, alternate or other personnel file, except for yearly information accumulated for the
45 annual evaluation and for material relating to an employee's health and medical issues as provided
46 below, shall be kept anywhere in the District. Employees shall receive a copy of all material placed in
47 their personnel file and shall have the opportunity to attach written comments. Written comments will
48 be initialed and dated.

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

Section 3.6.1.

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

Section 3.7.

All bargaining unit job descriptions will be posted on the school district website. Job descriptions will be reviewed at least every three (3) years. One third (1/3) of all job descriptions will be reviewed annually. Job description review schedules will be jointly determined by the District and Association prior to the start of the school year and will be shared with office professionals and supervisors. Office professionals and supervisors will collaboratively review job descriptions at the fall goal-setting session. Descriptions should contain the essential functions of the position that are consistently performed on a regular basis. Drafts will be sent to Human Resources by November 1. The District will compile feedback and share with the Association President for review and comment. Said job descriptions shall also be distributed to employees holding the same or similar position for review and comment to be submitted to the PSE President. The Association President's comments must be returned to Human Resources no later than ten (10) workdays from receipt of such draft job descriptions. Newly created positions shall be submitted to the LMC for review and assignment to Schedule A.

Section 3.7.1.

Job descriptions will be used as the basis for the evaluation form. Employees and supervisors will use the evaluation form for performance evaluation and goal setting for professional growth. Changes to the evaluation form and/or process shall be processed through the LMC.

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 4.2.

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 this Agreement, one will be provided for them.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.5. Union Leave.

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 local, State or National meetings. As much notice as possible will be given to the employee's immediate supervisor prior to attendance at such meetings.

Section 4.5.1.

A list of the Association Executive Board Members provided to Human Resources by September 30 of each year.

Section 4.6. PSE Information Request.

In November, January, March, and May, the District will provide PSE with a list of all current employees holding positions of which are represented by Public School Employees of Washington/SEIU Local 1948.

Included in such request shall be the following broken out separately:

- ✓ Name
- ✓ Primary Work Location (School or Building Location)
- ✓ Job Title
- ✓ Job Classification
- ✓ Address
- ✓ Phone
- ✓ Hire Date
- ✓ Hourly Rate of Pay
- ✓ Contracted Number of Days
- ✓ Number of Hours Contracted per Day
- ✓ Permanent, Temporary or Contract Status

Section 4.7.

On or before the first day of November or the completion of contract negotiations, whichever is later, the District will provide Public School Employees of Washington with information regarding each employee of the bargaining unit as it pertains to their individual work agreement (Appendix A). In the month of March, another report will be provided to update any changes.

1 **Section 4.8.**

2 Representatives of the Association, upon making their presence known to the District, shall have access
3 to the District premises during business hours, provided, that no conferences or meetings between
4 employees and Association representatives will in any way hamper or obstruct the normal flow of work.
5

6 **Section 4.9. Bulletin Boards.**

7 The District shall provide a bulletin board space in each school for the use of the Association. The
8 bulletins posted by the Association are the responsibility of the officials of the Association. Each
9 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
10 bulletins may not be posted. There shall be no other distribution or posting by employees or the
11 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
12 property, other than herein provided.
13

14 **Section 4.9.1.**

15 The responsibility for the prompt removal of notices from the bulletin boards after they have
16 served their purpose shall rest with the individual who posted such notices.
17

18 **Section 4.9.2.**

19 The School Board and/or District administrative staff shall not assume responsibility or liability
20 for any notices posted by the Association or its members.
21

22 **Section 4.10. New Member Orientation.**

23 New employees will be provided an opportunity to meet with an Association representative for thirty
24 (30) minutes within ninety (90) days of the employee's start date. These opportunities will occur during
25 new employee orientations whenever possible. These meetings may be done in person or virtually. The
26 District will inform the Association's Executive Board and the Association Rep of the dates and times of
27 meetings and any new hires who have been invited. For hires that do not correspond with new employee
28 orientations, the Human Resources Administrator will submit a proposed schedule for such meetings to
29 the Association. Should this be during their regularly scheduled time, Association representatives and
30 prospective members shall not suffer any loss of pay.
31

32 **Section 4.11. Inter-School Mail/Email.**

33 Inter-school mail facilities, including email, may be used for distribution of Association communications
34 so long as such communications are identified as Association materials, and/or Association affiliates'
35 materials and so long as it is not a disruption of the instructional program.
36

37 **Section 4.12. Availability of Information.**

38 Agendas and minutes of all school board meetings and the Annual Financial Reports will be made
39 available on the District website, The Audit reports can be found at [https://www.sao.wa.gov/reports-](https://www.sao.wa.gov/reports-data/audit-reports/)
40 [data/audit-reports/](https://www.sao.wa.gov/reports-data/audit-reports/). In addition, upon request the District shall provide PSE-OP of Lake Stevens
41 monthly revenue and expenditure reports (included in Board packet).
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ARTICLE V

APPROPRIATE MATTERS FOR NEGOTIATION

Section 5.1.

It is agreed that matters appropriate for negotiation 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 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 Meetings.

In addition to the meetings spoken of in Section 6.1, four (4) meetings shall be held each year. Such meetings shall normally be scheduled on the third Tuesday of even numbered months during the school year. Up to three (3) employees, to be determined by the Association, may attend with no loss of compensation.

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 designees 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 working hours, up to four (4) bargaining unit members' salaries shall be paid by the District.

ARTICLE VII

HOURS OF WORK

Section 7.1.

Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. 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 lunch period is subject to change by mutual agreement. All full work shifts shall have a fifteen (15) minute first half and a fifteen (15) minute second half rest period. Full-time employees shall work 2,080 hours per year. Any employee required to work more than 2,080 hours shall be compensated for additional time.

Section 7.1.1.

By mutual agreement of the District and the classification concerned, the workweek and shift may consist of four (4) consecutive days of ten (10) hours a day, and a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable and including a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which shall occur as near the middle of each half shift as is practicable.

Section 7.1.2. Excess Workdays.

In years that have 261 or 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 7.2.

No regularly scheduled shift shall consist of less than two (2) hours. All employees working more than four (4) hours are to have a minimum of one-half ($\frac{1}{2}$) hour and a maximum of one (1) hour of uninterrupted lunch period away from the job. All employees working four (4) or more hours shall not be required to work more than two (2) hours without a fifteen (15) minute break or a one-half ($\frac{1}{2}$) hour lunch period.

Section 7.3.

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.

Section 7.4.

Employees requested to work a shift regularly filled by a higher paid employee shall be compensated at the rate they would be paid if they assumed the position permanently.

Section 7.5.

All, with the exception of those defined in Section 7.5.1, 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 ($1\frac{1}{2}$) times the employee's base pay. Paid leave shall be considered hours worked.

1 **Section 7.5.1.**

2 All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be
3 compensated at the rate of one and one-half (1½) times the employee's base pay if the employee
4 is working a shift and workweek as defined in Section 7.1.1.

5
6 **Section 7.6.**

7 Employees called back on a regular workday or weekend for a special service shall receive no less than
8 two (2) hours pay at time and one-half.

9
10 **Section 7.7.**

11 Employees required by their supervisor to work through their regular lunch periods will be given time to
12 eat at a time agreed upon by the employee and supervisor. In the event the supervisor requires an
13 employee to forego a lunch period and the employee works the entire shift, including the lunch period,
14 the employee shall be compensated for the foregone lunch period at overtime rates. Such an event
15 would be considered an overtime request. The employee, with the supervisor's approval, shall have the
16 option of leaving one-half (½) hour early under these conditions.

17
18 **Section 7.8.**

19 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
20 District will make every effort to notify each employee to refrain from coming to work. Employees
21 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
22 closure; provided, however, no employee shall be entitled to any such compensation in the event of
23 public notification by the District of the closure prior to leaving home for work. Notification will be by
24 radio announcement, television, internet and/or telephone. On days of late student start due to inclement
25 weather, plant inoperation or the like, employees shall not be required to be in attendance until thirty
26 (30) minutes before and thirty (30) minutes after the student day.

27
28 **Section 7.9. Excess Workdays.**

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

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33
34 **ARTICLE VIII**

35
36 **HOLIDAYS AND VACATIONS**

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38 **Section 8.1. Holidays.**

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

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

- | | |
|----------------------------------|--------------------------------|
| 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* |

*Applicable to twelve (12) month employees only.

Section 8.1.1. Worked Holidays.

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

Section 8.1.2. Holidays During Vacation or on a Weekend.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall on Saturday or Sunday, Friday or Monday will be observed as a holiday.

Section 8.1.3. Leaving an Hour Early.

All employees working in any building will be allowed to leave one (1) hour after students are dismissed (non-school based employees will be eligible to leave an hour after the latest starting elementary schools' students leave) without loss of pay on the day before Thanksgiving and the last student day before Winter Break. An exception to above early release would be an emergency situation in which an office professional is directed by their supervisor to help with such a situation. All such time shall be recorded as extra Personal Leave and cannot be used or exchanged for any other work dates.

Section 8.2. Vacations.

Each employee who, by September 1, has completed at least one (1) year of service with the school district shall have earned and be granted vacation days in accordance with Schedule B attached.

Section 8.3.

Each employee who by the September 1 accrual date has completed less than one (1) year of service will receive vacation time prorated to time worked. For the purposes of calculating vacation days for succeeding years, employees who have been actively employed for at least one-half (½) of the employment year by September 1 shall advance one (1) year of service on Schedule B.

Section 8.4.

All vacation pay shall be based on the employee's regular daily base pay in effect at the time of the vacation.

Section 8.5.

Any vacation days currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the written approval of the immediate supervisor and the Assistant Superintendent of Human Resources. No vacation may be carried over for more than one (1)

year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.6.

Employees that work less than twelve (12) months per year shall not utilize vacation time during the regular school year and shall therefore receive payment for unused accrued vacation credit spread over twelve (12) months. Any employee discharged or terminated shall receive payment on unused accrued vacation credit with the final paycheck.

Section 8.6.1. Work Year.

Scheduling of District-required workdays beyond student attendance days shall be mutually agreed between the employee and the immediate supervisor. If there is no agreement between the employee and the supervisor, the matter may be appealed to the Executive Director of Human Resources for resolution. When employees are not able to report to work due to inclement weather, all such situated employees and their immediate supervisor shall mutually agree on how the days shall be made up.

ARTICLE IX

SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE

Section 9.1. Sick Leave.

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, 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.

Sick leave may be used for the following, FMLA and/or state statutes may apply:

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 or a permanent member of the employee's household 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.

1 **Section 9.1.1. Sick Leave Attendance Incentive Program.**

2 In January of the year following any year in which a minimum of sixty (60) days of leave for
3 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
4 option to receive remuneration for unused leave for illness or injury accumulated in the previous
5 year at a rate equal to one (1) day's monetary compensation of the employee for each four (4)
6 full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or
7 injury for which compensation has been received shall be deducted from accrued leave for illness
8 or injury at the rate of four (4) days for every one (1) days monetary compensation.
9

10 **Section 9.1.2.**

11 At the time of separation from school district employment, an eligible employee or the
12 employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary
13 compensation for each four (4) full days' accrued leave for illness or injury. Eligibility for
14 remuneration will be consistent with applicable law.
15

16 **Section 9.1.3.**

17 Employees who have accrued sick leave while employed by another public school district in the
18 State of Washington shall be given credit for such accrued sick leave upon employment by the
19 District.
20

21 **Section 9.1.4.**

22 In the event employees are absent for reasons which are covered by Industrial Insurance, the
23 District shall pay the employee an amount equal to the difference between the amount paid the
24 employee by the Department of Labor and Industries and the amount the employee would have
25 normally earned. A deduction shall be made from the employee's accumulated sick leave in
26 accordance with the amount paid to the employee by the District.
27

28 **Section 9.1.5.**

29 In the event an employee sustains a duty-incurred injury and is temporarily disabled, earns no
30 compensation and is covered by Labor and Industries or similar workman's compensation
31 program, the District shall pay the Employer contributions to the Public Employee's Retirement
32 System; provided, the employee pays her/his contribution and further provided, the employee has
33 exhausted her/his sick leave. Contributions shall be based on the regular compensation which the
34 employee would have received had the disability not occurred. Payments to the Retirement
35 System on behalf of any temporarily disabled employee shall not exceed twelve (12) consecutive
36 months. Any interest assessed by the Retirement System on retroactive payments shall be paid
37 by the District.
38

39 **Section 9.1.6. Family Illness.**

40 Upon request, leave shall be granted for serious illness in the employee's immediate family.
41 Immediate family shall be understood to include spouse, domestic partner, children, siblings,
42 parents, or other dependents living in the home. The Superintendent/designee, at his/her
43 discretion, may request verification of an illness within twenty (20) days of the employee's return
44 from such leave.
45

46 **Section 9.2. Personal Leave.**

47 Each employee shall be granted three (3) days of personal leave. Such leave is cumulative for two (2) of
48 the days (this allows employees to have a total of five (5) days of personal leave) and shall be granted

with pay. Employees must notify their supervisor of their plans to take personal leave with as much advance notice as possible and shall not require a reason or explanation other than personal.

Section 9.2.1.

Personal leave used during the months of September and June shall require the approval of the immediate supervisor and Executive Director of Human Resources. Twelve (12) month employees shall not be subject to this limitation.

Section 9.2.2.

The District shall cash out all unused personal leave of the employee's current pay step in their pay category. Employees shall be paid out no later than the end of September for the previous school year. Employees may request on a form generated by Human Resources to carry over one (1) or two (2) days of personal leave into the subsequent school year. The request must be made by June 30 of the current year, or all unused personal days will be cashed out at of the employee's current pay step in their pay category. In the event of a double maintenance and operations levy failure, this cash out provision of this Section shall not apply for the following school year.

Section 9.2.3. Personal Leave.

Personal leave is granted to one (1) employee per classification per school or department per day on a first come first served basis. Exceptions to this limitation may be granted by the employee's principal or supervisor.

Section 9.2.4. Emergency Leave.

In the event of situations which are unplanned, and which require the employee to absent himself/herself from duties, emergency leave shall be granted. Such leave may be used in the event of situations involving physical danger to personal property (fire, flood, or other act of God) or other unforeseen situations that cannot be handled outside the regular school day. Emergency leave requests shall be granted for emergencies of compelling nature:

- A. The problem must have been suddenly precipitated, must be of such nature that preplanning is not possible, OR where preplanning could not relieve the necessity for the employee's absence.
- B. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.
- C. When school is in session, weather conditions to and from school shall not be considered as a valid reason for emergency leave.
- D. Car trouble, with the exception of an accident, shall not be a valid reason for emergency leave.

Obtaining family illness/personal/emergency leave by fraud, deceit, or falsified statement shall result in disciplinary action ranging from loss of one 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 9.3. 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. Each employee

shall be entitled to a maximum of three (3) days leave with pay, per instance, for absence caused by death of an employee's or domestic partner's child, step-child, spouse or domestic partner, parent, step-parent, grandparent, domestic partner's grandparent, grandchild, domestic partner's grandchild, sibling, domestic partner's sibling, or parent-in-law or person who had been living in the employee's household. Upon request and approval by the Executive Director of Human Resources, the days can be broken up within the school year to accommodate estate planning. 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 his/her 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 his/her designee, at his/her discretion, may extend above list. Such bereavement leave shall not be deducted from sick leave. 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, upon request. In connection therewith, the employee may:

- A. Use accumulated sick leave to cover the temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, or;
- B. Request a leave, without pay, for a period of up to twelve (12) months pursuant to Section 9.7 of this Agreement, or;
- C. Terminate employment.

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

Section 9.5.

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. FMLA and WPFMLA shall run concurrently. Employees replacing staff on FMLA are not entitled to insurance benefits.

Section 9.6. Washington Paid Family Medical Leave (WPFMLA).

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for

1 this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past
2 calendar year. Such leave shall be used concurrently with the employee's other leave entitlements.

3 **Section 9.7. Military Leave.**

4 Up to twenty-one (21) days of military training/duty leave will be granted when an employee who is a
5 member of the National Guard or any Reserve Branch of the Armed Forces of the United States is
6 ordered to active duty. This military leave will be granted without loss of pay or other benefits. Military
7 leave will not be granted when the employee has choices of time for training/duty and one of the times is
8 not in conflict with his/her normal workdays.
9

- 10
11 1. Employees must be granted a military leave of absence without pay for service in the uniformed
12 services of the United States or the State, and to reinstatement as provided in Chapter 73.16
13 RCW and WAC 367-31-370.
- 14 2. No adjustments are made to the seniority date, anniversary date, unbroken service date, vacation
15 leave accrual rate, or periodic increment date while an employee is on paid military leave or a
16 military leave of absence without pay or any combination thereof.
- 17 3. An employee whose spouse is being called into active duty will receive up to fifteen (15) days of
18 unpaid leave in accordance with the Washington State Family and Military Leave Act.
19

20 **Section 9.8. Domestic Violence Victims.**

21 Employment Leave Employees will be granted domestic violence-victims employment leave in
22 accordance with the Domestic Violence-Victims-Employment Act.
23

24 **Section 9.9. Judicial Leave.**

25 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as
26 a co-defendant with the District, such employee shall receive a normal day's pay for each day of required
27 presence in court. If on any day an employee is released from jury duty at such time that on return to
28 place of employment the employee can complete one-half (½) of the usual work shift, the employee
29 shall report back to complete such work shift.
30

31 **Section 9.10. Leave of Absence.**

32 **Section 9.10.1.**

33 Upon recommendation of the immediate supervisor to the Superintendent or designee, an
34 employee may be granted a leave of absence for a period not to exceed one (1) year; provided,
35 however, if such leave is granted due to extended illness, one (1) additional year may be granted.
36 Applicant cannot be gainfully employed on another job unless mutually agreed by the District
37 and the employee.
38

39 **Section 9.10.2.**

40 The returning employee will be assigned to the same position or a position substantially equal to
41 that occupied before the leave of absence. An employee hired to fill a vacancy created by a leave
42 of absence will be hired for the period of time during which the leave is effective. The District
43 shall advise replacement personnel that he/she is being hired only for the period of such leave.
44

45 **Section 9.10.3.**

46 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
47 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
48

employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 9.11. Leave Sharing.

Employees may donate sick leave/annual leave to come to the aid of a fellow employee within the PSE Office Professionals bargaining unit, or within 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 to terminate his or her employment. Annual or sick leave may also be donated to a fellow employee who is a victim of domestic violence, sexual assault or stalking; a fellow employee who is sick or temporarily disabled because of pregnancy disability; for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child. Employees accessing parental leave sharing may maintain up to forty (40) hours of accrued leave in reserve.

The provisions contained in this Section apply specifically to the donation and receipt of illness injury and emergency leave accrued by a certificated employee under the provisions of RCW 28A.400.300(1) (b), and for personal leave under the provisions of RCW 41.04.655.

Section 9.11.1.

An employee shall be eligible to receive shared leave from other certificated or non-certificated district employees under provisions specific to accrual and sharing of annual and sick leave as specified in those employee agreements and under the following conditions:

1. Definitions:

- a. "Parental leave" means to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
- b. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.

2. Donation of Leave: Employees who do not receive annual leave (vacation) may donate sick leave to specific individuals or pool using the following criteria.

- a. The employee must have accrued more than twenty-two (22) days of sick leave.
- b. Employees may not donate more than six (6) days of sick leave in a school year.
- c. 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.
- d. All donated sick leave must be given voluntarily.
- e. A "day" is based on eight (8) hours. Donations are to be made on an hour-for-hour basis.
- f. No more leave may be donated than the recipient can use, e.g., no more than five hundred twenty- two (522) days during the recipient's entire term of Washington State School District employment.

3. Eligibility to Receive Shared Leave: An employee may receive donated leave under the following conditions:

- a. The employee's job is one in which sick leave can be used and accrued.
- b. The employee is not eligible for time loss compensation, September 1 through August 31.
- c. The employee has abided by the District policies regarding the use of sick leave.
- d. The employee has exhausted, or will exhaust, his or her sick leave. Employees accessing parental leave share may maintain up to forty (40) hours of leave in reserve.

- e. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

Section 9.11.2.

Two hundred sixty (260) day employees who receive vacation days may donate their unused vacation days to specific individuals needing sick leave by using the following criteria:

1. The employee's accrued vacation day balance cannot fall below ten (10) days.
2. All donated vacation days must be given voluntarily and will be used as sick leave by the recipient.
3. A "day" is based on eight (8) hours. Donations are to be made on an hour-for-hour basis.

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 within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.2.

Each new hire shall remain on a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such an employee at its discretion.

Section 10.3.

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

Section 10.4.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

Section 10.5.

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

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

Section 10.5.1.

An employee will retain accrued sick leave, vested vacation rights, and seniority rights earned prior to the occurrence of any of the events described in Section 10.5. However, vacation credits, sick leave, seniority, and other benefits shall not accrue during their absence.

Section 10.6.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

Section 10.7.

The employee with the earliest hire date shall have preferential rights regarding shift selection, and vacation periods, promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with other applicants. If the District determines that seniority rights should not govern because another applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees its reasons why another applicant was selected.

Section 10.7.1.

In the event the District determines a need for reduction in hours or elimination of currently staffed positions, the layoff process will be addressed as follows:

- A. Seniority list containing all members within the bargaining unit will be generated and distributed to the Association.
- B. Written notification of the name of the employee who is currently occupying the position that is being reduced or eliminated will be provided to the building administrator or department supervisor and Association.
- C. An employee displaced by reduction in hours or elimination of his/her position shall be reassigned to an equal position held by a less senior employee when ability, performance, and skills are substantially equal with the less senior employee.
- D. Employee may not be placed in a position that will increase the employee's annual work hours or hourly wage over and above the employee's current annual work hours and hourly wage at the time of layoff/reduction.
- E. Displaced employees unable to be placed in their current group shall have the right to displace other employees less senior to them in positions which pay less than their current position when ability, performance and skills are substantially equal with junior employee.
- F. In the event there are no currently staffed positions that meet the qualifications of C, D and E above, the displaced employee will be placed in layoff status and shall be re-employed in accordance with Section 10.9 of the collective bargaining agreement.

Section 10.7.3.

The District may offer additional supplemental programs ("summer work"). Additional compensation will be offered and timesheeted "Summer Work" is awarded by building/program/seniority. Staff working at the location and/or within the program will be offered assignments prior to posting for other bargaining unit employees.

Section 10.8.

The District shall publicize for a minimum of five (5) business days the availability of new or open positions as soon as practicable after the District is apprised of the opening. Posting shall occur on the

District's application system and shall include the appropriate job description. A copy of the job posting shall be forwarded to the President of the Association.

Section 10.9.

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

Section 10.10.

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.

Section 10.11.

An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to a notice of vacancy within the employee's job classification within fifteen (15) days. The District shall mail notices of job vacancies to those named on the re-employment list.

Section 10.12.

An employee on layoff status who twice rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

Section 10.13.

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 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 treated in accordance with Article X.

Section 10.14.

A temporary employee, upon completion of thirty (30) calendar days 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, and open positions.

Section 10.15.

A temporary employee shall be paid at the appropriate classification and step on Schedule A.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

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.

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 layoff 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.

Beginning January 1, 2020, and each year thereafter, 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 follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, and the School Employees' Benefits Board (SEBB).

The parties acknowledge that all previous provisions regarding employee health care coverage sunsets with the implementation of SEBB. The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implicated. The parties agree to meet and confer about the impacts of the implementation of SEBB in Labor Management Committee.

Mandatory SEBB coverage will be through payroll deduction. All supplemental insurance to mandatory coverage will be billed directly to employees and not deducted from the employee's monthly pay.

Section 12.1.1. Insurance Information.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Section 12.2.

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year. If the hour eligibility requirement for SEBB coverage changes during this contract, the parties agree to meet and confer about the impact of the change.

1 **Section 12.3.**

2 The District shall provide tort liability insurance coverage, to the extent allowed by law, for all
3 employees subject to this agreement.
4

5 **Section 12.4.**

6 The District shall make required contributions for State Industrial Insurance on behalf of all employees
7 subject to this Agreement.
8

9 **Section 12.5.**

10 In determining whether an employee subject to this Agreement is eligible for participation in the
11 Washington State Public Employees' Retirement System, the District shall report all hours worked,
12 whether straight time, overtime, or otherwise.
13

14 **Section 12.6. VEBA Health Benefit VEBA Mitigation Fund.**

15 The District shall contribute an amount of money per bargaining unit employee, per the table below, for
16 the purpose of contributing to each employee's VEBA account.
17

- 18 • Effective September 1, 2022, the District will fund ten dollars (\$10) per employee per month into
19 a VEBA account beginning September 1, 2022.
- 20 • Effective September 1, 2023, the District will fund ten dollars (\$10) per employee per month into
21 a VEBA account beginning September 1, 2023.
- 22 • Effective September 1, 2024, the District will fund ten dollars (\$10) per employee per month into
23 a VEBA account beginning September 1, 2024.
24

25
26 **ARTICLE XIII**

27
28 **PROFESSIONAL DEVELOPMENT**
29

30 **Section 13.1.**

31 Employees attending training courses required by State regulation or District policy as a condition of
32 continued employment will be paid by the School District, at the employees' appropriate hourly rate of
33 pay for all time in attendance, plus any fee, tuition, or transportation costs. Reimbursements for lodging
34 for authorized overnight school related business shall be for actual costs. Reimbursement for meals
35 attached to overnight stays shall be for actual expenses up to forty-three dollars and forty-six cents
36 (\$43.46) per day.
37

38 **Section 13.2.**

39 Employees attending training courses or seminars requested by the employee and approved by the
40 District will suffer no loss of regular salary if the course requires them to attend on their regular school
41 employment time. However, each employee may attend up to eight (8) hours of training beyond their
42 regular school employment time, approved in advance by his/her supervisor. This training shall be paid
43 at the employee's rate of pay. By mutual agreement, the eight (8) hours may be divided into increments
44 of less than eight (8) hours. Expenses incurred for transportation and/or training course fees and tuition
45 may be paid by the School District.
46

Section 13.2.1.

The District shall provide up to seventy-five dollars (\$75) per year per employee for professional development. These funds may be used for relevant professional dues and association fees.
Each building may support relevant professional development beyond seventy-five dollars (\$75).

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. Professional Standards.

Employees shall have the option of participating in 13.4, 13.5, or 13.6, whichever provides the greatest salary enhancement. An employee can switch from one program to another by notifying the District in writing prior to September 1 of any year. Increase compensation for maintaining Professional Standards Certification annually by the same percentage afforded Schedule A for each year of this Agreement.

Employees who become eligible for the above referenced wage enhancements shall begin to receive the appropriate increase in wages in the pay period immediately following verification of their eligibility for such enhancement.

Section 13.5. Alternate Salary Credits.

Employees who do not participate in Section 13.4. shall be eligible for Section 13.5 or 13.6. It is the intention of the parties to follow the language and precedents stated in PSE of Lake Stevens Section 13.4. to employees who enter this program. Transfer credits for employees with previous experience in other LSSD bargaining units shall be determined by the Department of Human Resources.

Section 13.6. Advanced Degrees.

Employees who possess the following advanced degrees shall receive the following additional salary enhancements. Employees who hold both a BA and MA degree shall receive the higher stipend only.

AA or AS Degree	\$0.25 per hour
BA or BS Degree	\$0.35 per hour
MA or MS Degree	\$0.45 per hour

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Membership.

The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees' decisions to join or not join and maintain membership in their exclusive professional union PSE/SEIU 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District in the bargaining unit.

1
2 **Section 14.2. Membership Rescission.**

3 Union members requesting to rescind membership and membership rights in their exclusive professional
4 union shall make such request in writing to PSE/SEIU 1948, following the constitutions and bylaws, and
5 any and all relevant conditions, policies and procedures. This will not be less than thirty (30) days and
6 not more than forty-five (45) days before the annual anniversary date of their signed membership
7 authorization. Providing such conditions have been met, PSE/SEIU 1948 shall inform the District of the
8 employee's non-member status consistent with the notification Section 14.3.
9

10 **Section 14.3. New Hire Notification.**

11 The District will notify the Association and the agreed bargaining unit representative of all new hires
12 within ten (10) working days of the hire date, or as soon as practical, including name, home, mailing
13 address, job title, work email, work location and hire date. The Association will inform the new hire of
14 the terms and conditions of this Article.
15

16 **Section 14.4. Dues and Checkoff.**

17 The District shall deduct Association dues from the pay of any employee who authorizes such
18 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
19 the Treasurer of the Public School Employees of Washington on a monthly basis. The Association shall
20 provide the District with a full and complete list of bargaining unit employees who are current members
21 of the Association, and shall provide updates, additions, and/or other changes in membership status to
22 the District upon request. The District agrees to accept dues authorizations by E-signature in accordance
23 with "E-SIGN". PSE/SEIU 1948 will be the custodian of records related to E-signature authorizations.
24 PSE/SEIU 1948 agrees that as the custodian of records, it has the responsibility to ensure the accuracy
25 and safe-keeping of those records.
26

27 **Section 14.4.1. Local Association Chapter Dues.**

28 The District shall deduct local dues monthly as established by the Local Association Chapter and
29 remit the same to the Treasurer of the Chapter by regular U.S. Mail. The District shall be
30 notified by September 1 of any year that there is a change to the amounts of monthly dues.
31

32 **Section 14.5. Political Action Committee.**

33 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
34 deduct from the pay of such bargaining unit employee, the amount of contribution the employee
35 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on
36 a check separate from the Association dues transmittal check. The employee may revoke the request at
37 any time. At least annually, the employee shall be notified by the Association State Office about the
38 right to revoke the request.
39

40 **Section 14.6. Hold Harmless.**

41 The Association agrees to indemnify, defend and hold the District harmless against any penalties, fines,
42 sanctions or payments (including payments to employees for wrongfully withheld wages), attributable to
43 withholdings pursuant to authorization deductions that have been submitted on the Union's voluntary
44 COPE contribution forms. The Association agrees to refund the District any amount paid in error
45 because of the dues deduction provision.
46

1 **Section 14.7. Agency Fee Restoration Contingency.**

2 In the event there is a change in law or holding by a court of competent jurisdiction that allows for the
3 withholding of dues or equivalent fee as a condition of employment. The Association and the District
4 agree to restore the union security and dues deduction provisions of this Agreement in effect at the time
5 of the Janus Decision.
6
7

8 **ARTICLE XV**

9
10 **GRIEVANCE PROCEDURE**
11

12 **Section 15.1.**

13 A grievance is defined as an alleged violation of the contractual relationship between employer and
14 employee as provided herein.
15

16 **Section 15.1.1.**

17 Association representatives or members may investigate and consult with members concerning
18 grievance and thereafter advise employees of rights and procedures outlined in the Agreement.
19 They may not, however, continue to advise the employee on courses of action after the employee
20 has indicated that she/he does not desire to pursue a grievance. This does not, however, preclude
21 the Association's right to pursue the matter to conclusion.
22

23 **Section 15.2. Grievance Steps.**

24
25 **Section 15.2.1.**

26 An employee having a grievance shall first discuss it with the immediate supervisor. Any
27 grievance not brought to the attention of the immediate supervisor within fifteen (15) working
28 days of the occurrence of the grievance shall be deemed waived by the employee and subject to
29 no appeal hereunder.
30

31 **Section 15.2.2.**

32 If the grievance is not resolved to the employee's satisfaction by discussion with the supervisor as
33 provided above, the employee shall, within twenty (20) days of the occurrence submit a written
34 statement of grievance to the supervisor and a copy thereof to the administrative official
35 responsible for personnel. The written statement shall contain the following:
36

- 37 A. The facts on which the grievance is based; including date.
38 B. A reference to the provisions of this Agreement or other contractual rights of the
39 employee which have allegedly been violated.
40 C. The remedy sought.
41

42 **Section 15.2.3.**

43 The parties shall have ten (10) working days from submittal of the written statement of grievance
44 to resolve it. If an agreeable disposition is made, a written statement indicating disposition of the
45 grievance shall be given the employee and the employee shall submit approval therein in writing
46 in ten (10) days; and the grievance shall thereupon be deemed terminated.
47

1 **Section 15.2.4.**

2 If no settlement has been reached within ten (10) days referred to in the preceding subsection,
3 and the Association believes the grievance to be valid, a written statement of grievance shall be
4 submitted within ten (10) working days to the District Superintendent. After such submission,
5 the parties will have ten (10) working days from submission of the written statement of grievance
6 to resolve it by indicating on the statement of grievance the disposition. If an agreeable
7 disposition is made, all parties to the grievance shall sign it. The District Superintendent reserves
8 the right to summon the employee for an oral statement of the grievance. The employee reserves
9 the right to appear before the District Superintendent to explain the grievance. At any
10 appearance before the District Superintendent, the employee may be accompanied by an
11 Association representative or designee.
12

13 **Section 15.2.5.**

14 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,
15 and the Association believes the grievance to be valid, the employee may demand arbitration of
16 the grievance.
17

18 The grievance shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules
19 of the American Arbitration Association. The arbitrator's award is final and binding. Any
20 reasonable and necessary expenses incurred pursuant to the arbitration, including arbitration fees,
21 shall be paid by the losing party, provided that the parties shall be responsible for their own legal
22 fees and witness costs.
23

24 **Section 15.2.6.**

25 No employees shall be discriminated against because of taking any action under this Article.
26 Where the parties agree, any discussions under this Article may be held during school time.
27
28
29

30 **ARTICLE XVI**

31 **NO-STRIKE AGREEMENT**
32
33

34 **Section 16.1.**

35 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association,
36 regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee
37 covered by this Agreement. Should a strike, slowdown or stoppage by the Association members occur,
38 the Association shall immediately instruct its members to return to work. If the members of the
39 Association do not resume work as required by this Agreement immediately upon being so instructed,
40 they shall be subject to discipline, including discharge.
41
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ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

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

Section 17.2.

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

Section 17.2.1. Longevity Pay.

For purposes of this section “a year of documented educational service” shall mean that the employee was actively employed for at least one half (½) of the scheduled work year. “Actively employed” shall mean working or on paid leave status. “Documented service” shall require a Washington State public school district originated record of such service. It is the employee’s responsibility to ensure that the District receives proper documentation prior to September 1 verifying that the necessary hours have been completed. Employees having completed their tenth (10th) year of documented service shall receive an additional twenty-five cents (\$0.25). Employees having completed their fifteenth (15th) year of documented educational service shall receive fifty cents (\$0.50) per hour in addition to base rate of pay. Employees having completed their twentieth (20th) year of documented service shall receive an additional twenty-five cents (\$0.25) per hour. Employees having completed their twenty-fifth (25th) year of documented service shall receive an additional fifty cents (\$0.50) per hour. Employees having completed their thirtieth (30th) year of documented service shall receive an additional fifty cents (\$0.25) for a total of one dollar and seventy-five cents (\$1.75).

Years of Documented Service	Current	New
0-9 years	\$0	\$0
10-14 years	\$0	\$0.25
15-19 years	\$0.25	\$0.50
20-24 years	\$0.25	\$0.25
25-29 years	\$0.50	\$0.50
30-34 years	\$0.25	\$0.25
TOTAL	\$1.25	\$1.75

Section 17.2.2. Salary Increase.

Effective September 1, 2022, the hourly rate of pay of Office Professionals shall be increased by two and a half percent (2.5%) plus IPD for a total of eight percent (8%) on Schedule A.

Effective September 1, 2023, the hourly rate of pay of Office Professionals shall be increased by the state inflationary adjustment for K-12 classified employees IPD or three percent (3%) whichever is greater on Schedule A.

Effective September 1, 2024, the hourly rate of pay of Office Professionals shall be increased by the state inflationary adjustment for K-12 classified employees IPD or six and a half percent (6.5%) whichever is greater on Schedule A.

Section 17.3.

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

Section 17.4.

Incremental steps, including eligibility for longevity, where applicable, shall take effect on September 1; provided the employee has been actively employed for at least ninety (90) workdays during the previous employment year.

Section 17.5.

Any employee who changes job positions shall retain their step placement on Schedule A.

Section 17.5.1. 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 Schedule A

Private employment experience may be considered upon request but must be approved by the Human Resources Administrator.

Section 17.6.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (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 School District shall pay for each District-identified employee's required x-ray, physical examinations, blood borne pathogen tests and immunizations, 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.

1 **Section 17.10. Reclassification Requests.**

2 Employees who believe that their position is not appropriately classified may file a reclassification
3 request during the months of November and April to Human Resources. Such request shall include the
4 employee's proposed rationale of the request. No employee may generate more than one (1) request
5 during any school year. The Labor Management process referenced in Article VI shall either consider
6 the requests or authorize a different committee or subcommittee for consideration. November requests
7 which are reviewed and granted will take effect on January 1 of the school year in which the request was
8 reviewed. April requests which are reviewed and granted will take effect on September 1 of the ensuing
9 school year.

10
11 **Section 17.11.**

12 Employees whose positions are reclassified by the reclassification process or through negotiations shall
13 receive full step credit for placement on Schedule A. Employees whose positions are downgraded shall
14 be grandfathered into their previous cohort group for as long as they remain in the same position and the
15 District has not offered them a substantially equivalent position.

16
17
18 **ARTICLE XVIII**

19
20 **TERM AND SEPARABILITY OF PROVISIONS**

21
22 **Section 18.1.**

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

24
25 **Section 18.2.**

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

28
29 **Section 18.3.**

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

32
33 **Section 18.4.**

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

36
37 **Section 18.5.**

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

40
41 **Section 18.6.**

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

44
45 **Section 18.7. Significant Resource Change.**

46 The Association and the District acknowledge that financial aspects of this Agreement are based on
47 known or anticipated revenue. In the event of a double levy failure, other significant loss of revenue
48 beyond the control of the District, or significant unexpected increase in revenue, the Association and the

District shall meet and confer, share and discuss the cause of the significant change, and as appropriate, bargain.

When the State enacts major funding changes beyond the District's control such as changes in compensation funding or funding of contract days, the Association and the District will meet and confer and, as appropriate, negotiate the impact and effect of such changes to the Agreement.

ARTICLE XIX

EVALUATIONS

Section 19.1.

Employees shall be evaluated based on the mutually agreed upon growth model formatting. Employees within the bargaining unit shall have a fall goal setting session by October 15, a check in on the goals in January or February, and then shall be formally evaluated by June 15, but may be formally evaluated at any time. Newly hired probationary employees shall be evaluated prior to the close of the sixty (60) workday probationary period.

Section 19.2.

Employees shall be evaluated in writing using evaluation forms provided by the District. The form shall be signed by the supervisor and the employee. A copy of the form shall be provided to the employee following the discussion of the evaluation by the supervisor with the employee. An employee may attach his/her 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 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.

ARTICLE XX

EMPLOYEE NOTICE TO DISTRICT

Section 20.1.

Each employee shall give the District at least two (2) weeks' notice of his/her intentions to terminate his or her employment with the District.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

LAKE STEVENS OP CHAPTER #1111

LAKE STEVENS SCHOOL DISTRICT #4

BY: *Britta Dionne*
Britta Dionne (Feb 28, 2023 07:26 PST)
Britta Dionne, Chapter President

BY: *John Balmer*
John Balmer (Feb 27, 2023 15:58 PST)
John Balmer, Ed.D., Assistant Superintendent

DATE: Feb 28, 2023

DATE: Feb 27, 2023

Schedule A
Lake Stevens Office Professionals
September 1, 2022 – August 31, 2023

	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>	<u>Group V</u>
Step 1	\$24.69	\$26.00	\$27.94	\$30.27	\$32.52
Step 2	\$24.87	\$26.38	\$28.70	\$30.80	\$33.05
Step 3	\$26.01	\$27.86	\$29.76	\$31.96	\$34.21
Step 5	\$26.50	\$28.44	\$30.37	\$32.62	\$34.87
Step 7	\$27.02	\$29.00	\$30.97	\$33.25	\$35.50

Group I

LSHS Receptionist and General Office Support
Mid-High Receptionist and General Office Support
Elementary Attendance and General Office Support

Group II

Middle School Attendance
Mid-High Attendance
Mid-High Athletics
High School Attendance
High School Department OP
ESC Receptionist part- time
CTE OP

Group III

Middle School Bookkeeper – NL
Middle School Bookkeeper – LSMS
Mid-High Bookkeeper – CAV
High School Registrar
High School Athletics OP
High School Bookkeeper
Head OP in Building under 300 FTE student enrollment
ESC Receptionist full-time
Mid-High Registrar

Group IV

Head OP in Buildings and Department OP
PTC Head OP

Group V

AP Fiscal Clerks
Head/AP Support
Special Services Compliance

WAEOP Professional Standards Program

Basic	.53 per hour
Associate Professional	.57 per hour
Advanced I	.62 per hour
Advanced II	.66 per hour
Advanced III	.69 per hour
CEO	.78 per hour

Advanced Degrees

AA or AS Degree	.25 per hour
BA or BS Degree	.35 per hour
MA or MS Degree	.45 per hour

Longevity

Ten years	.25 per hour
Fifteen years	.75 per hour
Twenty years	1.00 per hour
Twenty five years	1.50 per hour
Thirty years	1.75 per hour

SCHEDULE B
PSE of Lake Stevens – Office Professionals
Vacation Schedule

Days of Work During the School Year

Years of Service	180-182	183-202	203-222	223-260
1 – 3	7	8	9	10
4	8	9	10	12
5	9	10	11	14
6	10	11	12	15
7	11	12	13	16
8	12	13	14	17
9	13	14	15	18
10	14	15	16	19
11	15	16	17	21
12	16	17	18	22
13	17	18	19	23
14	18	19	20	24
15	19	20	21	25
16	20	21	22	25
17	21	22	23	25
18	22	23	24	25
19	23	24	25	25
20	24	25	25	25
21	25	25	25	25









Lake Stevens OP CBA 20230216 (2022-2025) - Signature Ready

Final Audit Report

2023-02-28

Created:	2023-02-25
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Status:	Signed
Transaction ID:	CBJCHBCAABAAe6-4o8RHKLu8VIlivi7fIK0D-nO6STmG

"Lake Stevens OP CBA 20230216 (2022-2025) - Signature Ready" History

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2023-02-25 - 2:07:00 AM GMT- IP address: 24.19.51.153
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2023-02-25 - 2:09:40 AM GMT
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2023-02-27 - 10:37:07 PM GMT- IP address: 152.157.92.2
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Signature Date: 2023-02-27 - 11:58:14 PM GMT - Time Source: server- IP address: 152.157.92.1
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2023-02-27 - 11:58:16 PM GMT
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2023-02-28 - 3:22:01 PM GMT- IP address: 24.19.51.153
-  Document e-signed by Britta Dionne (britta_dionne@lkstevens.wednet.edu)
Signature Date: 2023-02-28 - 3:26:30 PM GMT - Time Source: server- IP address: 152.157.92.2
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2023-02-28 - 3:26:30 PM GMT