

COLLECTIVE BARGAINING AGREEMENT BETWEEN
LAKWOOD SCHOOL DISTRICT, #306
AND
PUBLIC SCHOOL EMPLOYEES OF
LAKWOOD OFFICE PERSONNEL, #1108

SEPTEMBER 1, 2024 - AUGUST 31, 2027



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 Lakewood School District Number 306 (hereinafter "District"), and Public School Employees of Lakewood School District, Local Chapter of the Public School Employees of Washington (hereinafter "Association"). In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition of Association.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4.

Section 1.2. Confidential Relationship.

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. Job Descriptions.

The District shall provide the Association President all of the current position descriptions covering bargaining unit work. Such descriptions shall be clearly identified with their effective date.

Section 1.3.1. Review of Job Descriptions.

Descriptions for all positions subject to this Agreement shall be reviewed pursuant to Article V for consistency and appropriateness to the work assignment.

Section 1.3.2. Modification and/or Addition of Position.

Modification of existing position descriptions and/or the creation of new position descriptions shall be reviewed per Article V in regards to their effect upon hours, wages, working conditions and performance evaluations.

Section 1.4. Office Personnel Classification.

The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the following general job classifications in accordance with the Office Personnel Schedule A.

Section 1.5. Terms.

As used in this Agreement, the terms below shall be defined as follows:

1. Hire date: An employee's first day of contracted work in the Lakewood School District.
2. Seniority: An employee's years of service in the Lakewood School District in this bargaining unit.
3. Longevity: An employee's total years of service in any Washington State school district.
4. Work shift(s): An employee's daily contracted hours.
5. Day(s): Calendar days.
6. Work day(s); workday(s); working day(s); day(s) worked: Contracted days, days when school is in session, and/or days when the District office is open.



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ARTICLE II
RIGHTS OF EMPLOYER

Section 2.1. Rights of Employer.

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 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain 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 such operation is conducted.

Section 2.2. Reasonable Rules and Regulations.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. The District shall give due regard and consideration to the Association and to the employees and to the obligations imposed by this Agreement.

Section 2.3. Vaccinations.

The District will adhere to all state mandates and requirements concerning vaccination of employees.

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1. Exercise of 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. The freedom of such employees 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.

Section 3.2. Personal Concerns.

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. Association Representatives.

Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions, any disciplinary proceedings, and/or supervisory meetings between themselves and supervisors or the representatives of the District as hereinafter provided. Employees have the right to know in advance, whenever possible, whether any proceedings and/or meetings may potentially result in discipline, and what the range of discipline that may potentially arise from any such events.



1 **Section 3.4. Equal Opportunity and Nondiscrimination.**

2 The Employer and the Association are committed to a policy of equal employment opportunity. All staff
3 members will be treated fairly at all times and without regard to race, color, religion, sex, age, national
4 origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information
5 or disability, and any other basis protected by local, State, or Federal law. This applies to all personnel
6 actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall,
7 compensation and benefits, discipline, termination and all other conditions or privileges of employment.

8
9 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to this
10 Agreement on the basis of race, creed, color, gender, sexual orientation, national origin, religion, age or
11 marital status or the presence of any sensory, mental or physical handicap, except to the extent of a bona
12 fide reason. This provision shall be interpreted and applied in accordance with the District’s affirmative
13 action program.

14
15 **Section 3.5. Personnel File.**

16 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District
17 administration office. Each employee shall have the right upon request, and after making an appointment
18 for that purpose with the personnel administrator, to review the contents of their official personnel file.
19 The review shall be made in the presence of the administrator responsible for safekeeping of these files.
20 During the review employees shall be allowed to copy any material therein and shall be permitted to make
21 a written inventory of material there, and, on request, have such inventory signed and dated by a
22 representative of the administration. Any material relating to an employee’s health or medical issues shall
23 be maintained in a separate secure, confidential file of which only the Superintendent or Superintendent’s
24 designee and the employee shall have access once the materials have been filed.

25
26 **Section 3.5.1. Material Placed in Personnel File.**

27 Each employee shall be provided a copy of all material placed in their personnel file within five (5)
28 days of its insertion. An employee may petition for removal of any material placed in the personnel
29 file. If said petition is denied, the Superintendent or designee will respond in writing within thirty
30 (30) working days from the date of petition as to the reason(s) for the denial. Such denial may be
31 appealed per Article V. An employee may attach comments to any material that is a part of the
32 personnel file. Evaluations and pre-employment test results, when applicable, are considered a
33 permanent record.

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37 **ARTICLE IV**

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39 **RIGHTS OF THE ASSOCIATION**

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41 **Section 4.1. Represent Interests.**

42 The Association has the right and responsibility to represent the interests of all employees in the unit, to
43 present its views to the District on matters of concern either orally or in writing, and to enter collective
44 negotiations with the object of reaching an agreement applicable to all employees within the bargaining
45 unit. The Association shall be notified by the end of June for any major changes contemplated for the next
46 School Year.

1 **Section 4.2. Notification of Grievances or Disciplinary.**

2 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
3 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
4 contained herein. The Association is entitled to have an observer at hearings conducted by any District
5 official or body arising out of grievance and to make known the Association's views concerning the case.
6

7 **Section 4.3.**

8 The manner in which the Association shall communicate with the District shall be through the Office of the
9 Superintendent. Representatives of the Association shall obtain permission of the building principal,
10 Superintendent, or their designees, in order to have access to the premises during business hours, provided
11 that the building principal, Superintendent, or designee, shall, upon being requested for access, grant their
12 permission if no hampering or obstruction of work results.
13

14 **Section 4.4. Bargaining Unit Information.**

15 The name, hire date, personal telephone number, personal email address, mailing address, job title, rate of
16 pay, hours per day, and work location or duty station information of employees in the bargaining unit will
17 be provided on or before twenty-one (21) days from the date of hire for all newly hired employees in the
18 bargaining unit and every one hundred twenty (120) days for all employees in the bargaining unit. This
19 data shall be sent to membership@pseofwa.org and to the President of the Association or their designee in
20 an editable digital file format.
21

22 **Section 4.5. Association Paid Leave.**

23 The District will grant up to six (6) days to the Association President, President-Elect, or an elected
24 delegate, with pay, for negotiations, grievances, or other meetings with the Employer or its representatives.
25

26 The Association may use the six (6) days for other meetings under the following conditions:
27

- 28 A. That notice to take the leave be given to the Superintendent at least five (5) days in advance of
29 the date the leave is to begin, if possible.
- 30 B. That the purpose of the leave shall be clearly stated in the notice to the Superintendent.
- 31 C. That the Association shall reimburse the District at a substitute rate of pay for each day utilized.
32

33 The District reserves the right to deny any leave that would be illegal.
34

35 **Section 4.6. Bulletin Boards.**

36 The District shall provide bulletin board space in each school, if requested by the Association member in
37 said school, for the use of the Association. The bulletins posted by the Association are the responsibility of
38 the officials of the Association and the District shall not be liable for any notices posted by the Association
39 or its members. Each bulletin shall be signed by the Association official responsible for its posting.
40 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
41 employees or the Association of pamphlets, advertising, political matter, notices of any kind, or literature
42 on District property, other than herein provided.
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ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1. Conference Committee.

The Association will designate a Conference Committee of up to three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable scheduled basis to discuss appropriate matters.

Section 5.2. Meeting with District Officials.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may consult with the District on complaints without a grievance being made by an individual employee.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Workweek.

The normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.

Section 6.1.1. Work Days.

The number of work days shall be as follows:

- Administrative Assistants to Building Principals & Secondary Registrars: two hundred (200) days
- Secretary 1: two hundred (200) days
- Secretary 2 (MS and HS): one hundred ninety-five (195) days
- Secretary 2 Elementary: one hundred ninety-five (195) days

Section 6.2. Work Shifts.

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, including rest periods of fifteen (15) minutes for each four (4) hours of work. Shifts in excess of five (5) hours per day shall include, in addition to the above, an uninterrupted lunch period of not less than thirty (30) minutes of the employee's own time, to be as near the middle of the shift as possible.

Section 6.3. Definite and Regular Shift and Workweek.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee.

Section 6.4. Working Lunch Periods.

Employees required to work through their regular lunch periods will be given time to eat within their work shift as agreed upon by the employee and the supervisor. In the event an employee is required to forego a lunch period and works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period.

1
2 **Section 6.5. Higher Paid Classification.**

3 Employees requested to work a shift regularly filled by a higher paid employee shall receive compensation
4 equal to that normally received by the employee in the higher paid classification, consistent with filling
5 employee's incremental step. Employees requested to work a position compensated less than the
6 employee's regular hourly rate shall suffer no reduction in wages.

7
8 **Section 6.6. Call Back.**

9 Employees called back on a regular workday, on a weekend, or at any time beyond their contract year,
10 shall receive no less than two (2) hours pay at the appropriate rate, and if more than four (4) hours are
11 worked under such circumstances, the employee shall receive a minimum eight (8) hours pay and an
12 appropriate lunch period.

13
14 **Section 6.7. Overtime.**

15 All hours of work subject to overtime rates of pay shall be approved, in advance, by the employee's
16 immediate supervisor. All employees shall be compensated at the rate of one and one-half (1½) times their
17 base rate for all hours worked over forty (40) hours per normal workweek. All employees shall be
18 compensated at the rate of one and one-half (1½) times their base rate for all hours worked over eight (8)
19 hours in a day if such overtime is involuntary.

20
21 **Section 6.8. Unusual School Closure.**

22 In the event of an unusual school closure due to inclement weather, plant not operable or the like, the
23 District will make every effort to notify each employee to refrain from coming to work, and on days of
24 severe or inclement weather, employees shall check the communications listed below before departing for
25 work. Employees who have reported to work shall receive a minimum of two (2) hours pay at base rate in
26 the event of such a closure; provided, however, no employee shall be entitled to any such compensation in
27 the event of actual notification by the District of the closure one (1) hour before beginning of their shift.
28 Employees will be notified of school closures and delays through FlashAlert, television and radio stations,
29 LWSD mobile app, the District website and social media.

30
31 **Section 6.8.1. Delay in Start Time.**

32 In the event of a delay in school start time due to inclement weather, plant not operable, or the like,
33 employees are expected to report to work as close to their regular start time as safely possible. If an
34 employee is unable to report to work at his/her regular start time, the employee shall have the
35 opportunity to make up the time missed at a time and on a date mutually agreeable to the employee
36 and his/her supervisor before the conclusion of the school year. If the employee chooses not to
37 make up the time missed, the employee shall take an appropriate leave or deduct for the missed
38 time.

39
40 **Section 6.9. Compensatory Time Off.**

41 With approval in advance by an employee's supervising administrator, an employee may opt to request
42 compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued;
43 provided, however, that records shall be maintained and there must be a reasonable expectation that the
44 employee will be able to expend the accrued time without disruption to the District program. Records
45 documenting compensatory time will include the date worked, time worked, total hours worked, name of
46 activity and supervising administrator's signature. These records will be given to the supervising
47 administrator when the accrued compensatory time is used. The District shall not solicit employees to
48 accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as

1 provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked.
2 It is expected that employees will use compensatory time in a timely manner and that a plan for doing so
3 will have been discussed with the employee(s)' supervisor as compensatory time is granted.
4

5 **Section 6.10. School Calendar.**

6 The school calendar has been agreed to by the parties. Except for emergency situations, there shall be no
7 deviation from, or change in, the school calendar unless explicitly agreed to by the parties. In the event of
8 a drastic change in the school calendar, i.e., double shifting or year-round school, the District shall notify
9 the Association of intent to implement such a change one (1) year prior to the enactment of said change.
10

11 **Section 6.11. Job Sharing.**

12 Bargaining unit members shall be afforded all statutory rights regarding job sharing.
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16 **ARTICLE VII**

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18 **HOLIDAYS AND VACATIONS**

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20 **Section 7.1. Holidays.**

21 All employees shall receive the following paid holidays that fall within their work year:
22

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| 23 1. New Year's Day | 8. Thanksgiving Day |
| 24 2. Day before or day after New Year's Day 25 (as set by Superintendent) | 9. Day after Thanksgiving |
| 26 3. Presidents' Day | 10. Day before Christmas |
| 27 4. Memorial Day | 11. Christmas Day |
| 28 5. Independence Day | 12. Day after Christmas |
| 29 6. Labor Day | 13. Martin Luther King Day |
| 30 7. Veterans' Day | 14. Juneteenth |

31
32 **Section 7.1.1. Unworked Holidays.**

33 Employees shall receive pay equal to their normal work shift at their base rate in effect at the time
34 the holiday occurs. An employee who is on the active payroll on the holiday and has worked either
35 the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday,
36 and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception
37 to this requirement will occur if the employee can furnish proof satisfactory to the District that
38 because of illness the employee was unable to work on either of such shifts and the absence by
39 reason of such illness is covered by sick leave.
40

41 **Section 7.1.2. Worked Holidays.**

42 Employees who are required to work on the above-described holidays shall receive the pay due
43 them for the holiday, plus twice their base rate for all hours worked on such holidays.
44

45 **Section 7.1.3. Holidays During Vacation or on a Weekend.**

46 Should a holiday occur while an annual employee is on vacation, the employee shall be allowed to
47 take one (1) extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall on
48

1 Saturday or Sunday, Friday or Monday will be observed as a holiday, as determined by the
2 Superintendent.

3
4 **Section 7.1.4. Thanksgiving Holiday Early Release.**

5 Employees whose regularly scheduled work shift occurs during the time that District schools are
6 released three (3) hours early on the day prior to Thanksgiving are granted up to three (3) hours of
7 additional personal leave only to be used on that day and during the three (3) hours. If the
8 employee's regularly scheduled shift is only partly scheduled during the early release time, then
9 that employee shall be granted personal leave for the portion of the three (3) hours of early release
10 time. Employees who are not normally scheduled to work during the three (3) hour early release are
11 not entitled to additional personal leave under this provision except as hereafter provided.

12
13 This additional personal leave benefit is only provided to those employees who physically report to
14 work for their regular shift on this day. Employees who utilize another form of leave (sick,
15 personal, etc.) and are absent from work on this day will be charged their normal work hours from
16 their leave balance. Employees who work swing shifts will schedule their three (3) hour personal
17 leave time at the end of their scheduled work shift.

18
19 If circumstances require a supervisor to direct an employee to work their full shift, and that shift
20 precludes them from taking this personal leave as described in this Section, then that employee will
21 be compensated for lost personal time on a timesheet.

22
23 **Section 7.2. Vacations.**

24 All employees subject to this Agreement shall earn hours of vacation based on hours worked. Vacation
25 payment for less than one thousand six hundred eighty (1680) annual hour employees will be included in
26 monthly payment. Employees who work one thousand six hundred eighty (1680) hours or greater annual
27 hours will receive vacation credit benefits. Vacation shall be based on the following provisions.

28
29 **Section 7.2.1. Years of Service.**

30 Years of service for the purpose of determining vacation credit shall be effective the first day of
31 September, provided the employee was hired prior to March 1 of that year.

32
33 **Section 7.2.2. Vacation Credit.**

34 Employees subject to this Agreement shall earn hours of vacation credit based on hours worked
35 during the period September 1 to August 31 computed as follows:
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| Longevity Years | Vacation Days | Hours |
|-----------------|---------------|-------|
| 1-3 | 15 | 120 |
| 4 | 16 | 128 |
| 5 | 17 | 136 |
| 6 | 18 | 144 |
| 7 | 19 | 152 |
| 8 | 20 | 160 |
| 9 | 21 | 168 |
| 10 | 22 | 176 |
| 11 | 23 | 184 |
| 12 | 24 | 192 |
| 13 | 25 | 200 |
| 14 | 25 | 200 |
| 15 | 25 | 200 |
| 16 | 25 | 200 |
| 17 | 25 | 200 |
| 18 | 25 | 200 |
| 19 | 25 | 200 |
| 20 | 25 | 200 |

Prorated vacation hours = Allowed vacation hours x FTE
 FTE = Full-time equivalent
 Year-round employees are those whose actual contracted work hours exceed one thousand six hundred eighty (1,680) hours per year.

Section 7.2.3. Computing Total Vacation Credit.

In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (½) hour; otherwise, it will be counted as a full hour.

Section 7.2.4. Extra Vacation Payment.

Extra vacation payment processing will be done in October each year and will be based on the previous year’s hours and wages. Extra vacation pay for less than two hundred sixty (260) day employees will be computed based on all hours worked, extra and substitute time within the employee’s classification. Any deducted time shall be subtracted from extra time before extra vacation pay is computed. If an employee does not have any extra time, any deducted time will be subtracted from the employees’ regularly contracted hours.

Section 7.2.5. Continuous Service.

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

Section 7.2.6. Vacation Carry Over.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year to a maximum of twenty-five (25) days following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became



1 due; provided, however, no employee shall be denied accrued vacation benefits due to District
2 employment needs. An employee, upon separation from service, shall have the opportunity to cash
3 out accrued vacation up to twenty-five (25) days.

4
5 **Section 7.2.7. Vacation Days Granted.**

6 Vacations shall be granted at the discretion of the administration at times agreed upon by the
7 employee and the District. Employees shall have the option of vacation time in increments of one
8 (1) day or more and/or one (1) hour or more.

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12 **ARTICLE VIII**

13
14 **SICK LEAVE / ILLNESS, INJURY AND EMERGENCY LEAVE AND OTHER LEAVES**

15
16 **Section 8.1. Sick Leave.**

17 Employees assigned one hundred eighty (180) or more workdays shall be entitled to twelve (12) days of
18 compensated leave each year to be used for illness, injury, and emergencies. Employees assigned less than
19 one hundred eighty (180) workdays shall be entitled to such leave on a prorated basis.

20
21 Unused sick leave shall accumulate to the legal limit. Sick leave benefits shall be paid on the basis of base
22 hourly rate applicable to the employee's normal daily work shift; provided, however, that should an
23 employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick
24 leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the
25 time the sick leave is taken, and the accumulated benefits will be recorded and expended on an hourly
26 rather than a daily basis.

27
28 **Section 8.1.1. Authorized Uses of Sick Leave.**

29 An employee's sick leave may be used in case of illness in the immediate family including child,
30 parent, spouse, parent-in-law, registered domestic partner, grandparent, sibling or anyone else
31 living in the immediate household as a member of the employee's family. All days used for this
32 family illness will be charged against the employee's sick leave. Employees may use paid sick
33 leave for those reasons applicable to the employee and authorized under RCW 49.46.210.

34
35 **Section 8.1.2. Leave Share Program.**

36 Employees shall have the right to avail themselves of the District's leave-sharing program in
37 accordance with State law and School Board Policy.

38
39 **Section 8.1.3. Notification of Illness.**

40 When an employee will be absent from work due to illness, the employee shall give notice to the
41 supervisor or the person designated by the Superintendent to receive such notice, not later than
42 7:00 a.m. of the first day of the illness. If the absence may be for consecutive days, the District
43 should be notified of the probable date of return. The District may require a doctor's verification
44 for any absence due to illness exceeding three (3) consecutive days.

45
46 **Section 8.1.4. Returning From Illness.**

47 An employee returning from any illness, whether or not compensated leave benefits have been paid,
48 may be required to submit to a medical examination or other medical evaluation at the expense of

1 the District in order to establish medical fitness for the duties of the position before returning to
2 work.

3
4 **Section 8.1.5. Sick Leave Attendance Incentive Program.**

5 In January of the year following any year in which a minimum of sixty (60) days of sick leave is
6 accrued, and each January thereafter, any eligible employee may exercise an option to receive
7 remuneration for unused sick leave accumulated in the previous year at the rate equal to one (1)
8 days monetary compensation of the employee for each four (4) full days of accrued sick leave in
9 excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted
10 from accrued sick leave at the rate of four (4) days for every one (1) days monetary compensation.
11

12 **Section 8.1.6. Sick Leave Remuneration.**

13 At the time of separation from the District employment an eligible employee or the employee's
14 estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for
15 each four (4) full days accrued sick leave, in accordance with RCW 28A.400.210. Eligible
16 employee shall mean employees who separate from employment due to retirement or death and/or
17 employees who are at least fifty-five (55) and have at least ten (10) years of service under Plan 3 or
18 who at least age fifty-five (55) and have at least fifteen (15) years of service under Plan 2.
19

20 **Section 8.1.7. Department of Labor and Industries.**

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

27 **Section 8.2. Family and Medical Leave Act of 1993.**

28 Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District shall provide the
29 appropriate leave for all eligible employees.
30

31 **Section 8.3. Washington Paid Family and Medical (PFML).**

32 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits allowed by law:

- 33 ○ The District shall annually notify employees about the benefits available under PFML.
- 34 ○ Employees will be required to file a claim for PFML benefits with the Employment Security
35 Department.
- 36 ○ Employees will be required to contact ESD to determine eligibility and the amount of leave
37 available.
38

39 The District shall pay for both the employee and the employer portion of the Washington State Paid Family
40 Medical Leave premium at the rate of 0.4%. In the event of an increase to the-premium rate of 0.4%, the
41 excess will be divided between the employee and employer at the then current statutory ration.
42

43 **Section 8.4. Emergency Leave.**

44 Each employee shall be entitled, each contract year, up to three (3) days leave with pay for absence caused
45 by emergencies. Employees may take additional days by submitting a request in writing to the
46 Superintendent. Emergencies shall be defined as sudden or unanticipated events where preplanning could
47 not relieve the necessity of the employee's absence. Emergency leave shall be deducted from sick leave.
48

1 **Section 8.5. Personal Leave.**

2 Employees shall be frontloaded (3) days of personal leave per year with pay and pro-rated to FTE. Up to
3 two (2) days be carried over annually to a maximum of five (5) total banked days (including front
4 load). Personal leave is neither sick leave nor bereavement leave. Requests for personal leave shall be
5 submitted in writing to the building principal or immediate supervisor at least two (2) working days prior
6 to the leave whenever possible. The employee shall not be required nor asked reasons for the leave beyond
7 the term “personal” and will be so stated on the leave form.
8

9 **Section 8.5.1. Personal Leave Incentive Program.**

10 By August 31 of each school year, the employee may submit in writing to the Human Resource
11 Officer their request to cash out up to two (2) unused personal leave days. Unused personal leave
12 will be cashed out on the September warrant and the employee’s hourly rate will be based on the
13 contract ending August 31 of the previous year.
14

15 **Section 8.6. Imminent Death and Bereavement Leave.**

16 Each employee shall be entitled to a maximum of five (5) days leave with pay upon each occasion of the
17 death or imminent death of an employee’s child, stepchild, spouse, or adult living in the employee’s
18 household, parent, stepparent, grandparent, grandchild, sibling or parent-in-law. Each employee shall be
19 entitled to a maximum of three (3) days leave with pay upon each occasion of the death or imminent death
20 of any other relative not listed above. Each employee shall be entitled one (1) additional day of leave
21 should out-of-state travel be required during leave. The District retains the right to require the employee to
22 supply proof of death/imminent death and/or relationship of decedent as well as justification of time
23 required for bereavement-related activities. Bereavement leave shall not be taken from sick leave and shall
24 be taken within one (1) calendar year of the family member’s death. Requests for exceptions shall be made
25 in writing to the Superintendent.
26

27 **Section 8.7. Parental Leave.**

28 Parental leave is to be deducted from the total of compensated leave maximum per year or from the total
29 accumulated compensated leave. Employees granted parental leave in accordance with this section may at
30 their option, be allowed compensated leave for parental leave as stated in 8.1. for only those days their
31 physician certifies they could not perform the work required or that parental leave may be beneficial to the
32 employee’s newborn. The District may verify the doctor's certification independently by a physician
33 appointed by them. The Association shall have the right to require the District to seek an alternative
34 physician’s verification for reasons of equity, diversity, culture, language, discrimination, or reputation.
35 Should employees run out of compensated leaves they may utilize unpaid leave. The District shall not
36 terminate, discipline, or permanently replace employees for utilizing unpaid leave under this Section.
37 Employees returning from parental leave (Section 8.11.1 herein) shall be afforded the privileges addressed
38 herein.
39

40 **Section 8.8. Judicial Leave.**

41 In the event a staff member is summoned to serve as a juror, or is subpoenaed to appear as a witness in
42 court or is named as a co-defendant with the District, such staff member shall receive a normal day’s pay
43 for each day of required presence in court. Money paid as jury duty fee or witness fee, travel allowance or
44 costs incurred for parking are not reimbursable to the District. Upon receipt of a jury summons or
45 subpoena, the staff member shall immediately notify the immediate supervisor and the Human Resource
46 Office. The staff member shall be required to furnish a signed statement from a responsible officer of the
47 court as proof of jury service or as a witness. If the staff member is a party to a case, the staff member may
48 request a leave of absence. If a staff member’s dependent is party to a case, unpaid leave shall be granted

1 for all court dates associated with the case. The District may verify the associated case number. The
2 District shall not terminate, discipline, or permanently replace employees for utilizing leave under this
3 Section.

4
5 **Section 8.8.1. Survivor Support.**

6 If a staff member is the survivor/victim of a violent crime, sex crime, domestic abuse, stalking, or is
7 seeking a restraining order, domestic violence protection order, no-contact order, or civil
8 antiharassment protection order, unpaid administrative leave or emergency leave, if it is available,
9 shall be granted for all associated proceedings, including initial reporting or filing. The District may
10 verify the associated case number. Unless the staff member consents in writing to the dissemination
11 of information associated with the utilization of this leave, the District shall keep the staff members
12 utilization of this leave confidential to the extent the law permits. The District shall not terminate,
13 discipline, or permanently replace employees for utilizing leave under this Section. Furthermore,
14 the District shall endeavor to take all legal and reasonable measures to enhance the safety of
15 survivors while at work.

16
17 **Section 8.9. Military Leave.**

18 The District will provide family military leave and paid military leave benefits in accordance with State
19 and Federal law.

20
21 **Section 8.10. Leave Without Pay.**

22 Unpaid leave may be granted by the Superintendent. Employees shall have the per diem rate of their annual
23 compensation deducted for each day of leave without pay. Except for leaves of absence due to illness,
24 employees will refrain from repeated requests for unpaid leave of absence. These may be granted in
25 instances when the reason for such leave is likely to be a rare, unrecurrent event that may reasonably be
26 deemed obligatory for the employee to attend.

27
28 **Section 8.11. Leave of Absence.**

29 Except for leaves of absence due to illness, any employee who has completed two (2) years of service with
30 the District may be granted an extended leave of absence for a period not to exceed one (1) year, provided
31 however, if such leave is granted due to extended illness, one (1) additional year may be granted upon
32 request. A leave may be granted upon recommendation of the immediate supervisor through administrative
33 channels to the Superintendent, and upon approval of the Board of Directors. Except as provided by law or
34 specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits,
35 and without salary experience credit. A leave of absence will not be allowed solely so that an employee can
36 pursue other employment opportunities or relocate to another community, other than to cover for another
37 District employee's leave of absence. An employee on leave who obtains other employment may be
38 terminated as an employee of the District. Employees on leave are encouraged to work with the District's
39 Human Resource Department so that the nature of their leave and any subsequent changes in the leave are
40 authorized.

41
42 **Section 8.11.1. Returning to Employment.**

43 The returning employee will not necessarily be assigned to the identical position occupied before
44 the leave of absence. However, if the position remains substantially unchanged, the employee will
45 be returned to the identical position. In the event the previously held position is substantially
46 eliminated, the employee shall be reinstated to a position equivalent in duties and compensation to
47 that held at the time the request for leave of absence was approved, consistent with seniority herein.
48 Employees returning from parental leave (Section 8.7.) shall be afforded the privileges addressed
49 herein.

1
2 **An Employee Seeking a Leave of Absence Must:**

- 3 1. Make the request one (1) month prior to taking the leave or prior to April 1 (for the
4 ensuing year) unless waived by the Superintendent and/or designee.
5 2. Confirmation of intent to return from leave must be received no later than April 1, for
6 the next school year.

7
8 **Section 8.11.2. Retainment While on Leave of Absence.**

9 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
10 leave of absence. However, vacation credits, seniority, and sick leave shall not accrue while the
11 employee is on leave of absence.

12
13 **Section 8.11.3. Refusal of Position.**

14 If a returning employee refuses a position with equivalent or greater duties and pay, the employee
15 may be terminated at the District's discretion. This Section shall not be subject to the grievance
16 procedure set forth in this Collective Bargaining Agreement unless such employee's termination
17 may reasonably be asserted to be for reasons other than refusal of an equivalent position.
18
19
20

21 **ARTICLE IX**

22 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

23
24
25 **Section 9.1. Longevity / Seniority Definitions.**

26 Longevity is defined as the total years of service working for any Washington State school district.

27 Seniority is defined as the total years of service as an employee in the Lakewood School District. The
28 seniority of an employee in the bargaining unit shall be established as of the employee's hire date in the
29 Lakewood School District.
30

31 **Section 9.1.1. Schedule A Placement.**

32 When an employee leaves a school district within the State and commences employment with the
33 Lakewood School District, the employee shall be granted Schedule A placement, vacation and sick
34 leave benefits as an employee in the Lakewood School District who has similar longevity.
35 Employees with occupational status and years of service accumulated in the private sector (non K-
36 12 public education) shall be evaluated pursuant to Section 15.7 herein.
37

38 **Section 9.1.2. Similar Occupational Status.**

39 If the District has a different system for computing seniority, leave benefits, and other benefits, then
40 the employee shall be granted the same seniority, leave benefits and other benefits as an employee
41 in the District who has similar occupational status and total years of service.
42

43 **Section 9.1.3. Transferring Back Into the Bargaining Unit.**

44 In the event an employee of the District, previously within the scope of Article I, Section 1.4, is
45 transferred back into the bargaining unit, such employee shall be credited with all previously held
46 seniority, provided that the employee has been continuously employed and provided further that the
47 employee shall not accrue seniority for employment outside the bargaining unit.
48

1 **Section 9.1.4. Seniority Tie.**

2 In any case where seniority is equal, the employee with the earliest hire date will have "seniority."
3 If a tie still exists, it will be determined by an agreed upon method of random chance.
4

5 **Section 9.2. Probationary Status.**

6 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays
7 following the hire date. During this probationary period, the District may discharge such employee at its
8 discretion, and the employee shall have no recourse to any grievance procedure.
9

10 **Section 9.3. Probationary Period.**

11 At the end of the employee's ninety (90) workday probationary period, if the employee is retained, the
12 employee shall be placed on regular employee status and be subject to salaries, insurance and leave
13 provisions retroactive to the employee's hire date.
14

15 **Section 9.4. Seniority Rights.**

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

- 17 A. Resignation
 - 18 B. Discharge for justifiable cause; or
 - 19 C. Retirement
 - 20 D. Change in job classification from one bargaining unit to another, as hereinafter provided
- 21

22 **Section 9.5. Seniority Accrued.**

23 Seniority accrued shall not be lost for the following reasons without limitation:

- 24 A. Time lost by reason of industrial accident, industrial illness, or jury duty
 - 25 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
26 United States
 - 27 C. Time spent on other authorized leaves; or
 - 28 D. Time spent in layoff status as hereinafter provided
- 29

30 **Section 9.6. Seniority Rights Within Bargaining Unit.**

31 Seniority rights shall be effective within the bargaining unit as defined in Article I, Section 1.4. herein.
32

33 **Section 9.7. Shift Selection, Vacation Periods and Special Services.**

34 The senior employee shall have absolute preferential rights regarding shift selection, vacation periods and
35 special services (including overtime). The senior employee shall have preferential rights regarding
36 transfers, reassignment of present jobs, assignment to new or open jobs or positions, promotions, hours of
37 employment; and layoffs when ability and performance are substantially equal with junior employees. If
38 hours are to be reduced, seniority shall govern. If the District determines that seniority rights should not
39 govern because a junior employee possesses qualifications, ability and performance substantially greater
40 than a senior employee or senior employees, the District shall set forth in writing to the senior employee, or
41 employees, and the association president, its specific reasons why the junior employee was selected.
42

43 **Section 9.7.1. Layoff / Reduction in Force Process.**

44 In the event the District determines a need for reduction or elimination of currently staffed
45 positions, the layoff/reduction in force process will be based on a District-level application of
46 seniority within the bargaining unit. No employee may exercise seniority rights that will increase
47 the employee's annual work hours or hourly wage over and above the employee's current annual
48 work hours and hourly wage at the time of layoff/reduction. An employee whose position is being

1 reduced or eliminated shall be reassigned to a currently staffed position within the bargaining unit,
2 subject to the following guidelines:

- 3
- 4 A. A seniority list containing all members within the bargaining unit will be generated and
5 distributed to the Association.
- 6 B. Written notification will be provided to the building administrator or department supervisor
7 and Association of the name of the employee who is currently occupying the position that is
8 being reduced or eliminated.
- 9 C. An employee displaced by reduction or elimination of their position shall be reassigned to
10 another position within the general job classification based upon seniority. This will be
11 accomplished by moving up the seniority list (least senior to most senior) until the first
12 position of equal annual work hours occupied by a less senior employee is identified for
13 which the displaced employee qualifies. The intent is to retain annual work hours as close
14 as possible to current annual work hours based on seniority. In the event there is no
15 currently staffed position of equal annual work hours, the displaced employee will be
16 assigned to the position with annual work hours closest to the employee's current annual
17 work hours. The District will determine whether the displaced employee is qualified for the
18 position in accordance with Section 9.7.
- 19 D. The process will repeat in seniority order (most senior to least senior) for each employee
20 displaced from their current position until all employees have been reassigned to currently
21 staffed positions or identified for layoff.
- 22 E. Employees who have been placed in layoff status will be placed on a reemployment list
23 according to layoff ranking within the bargaining unit in accordance with Sections 9.9, 9.10,
24 9.11, and 9.12.
- 25

26 **Section 9.8. Job Postings.**

27 The District shall publicize within the bargaining unit, by written posting for a minimum of five (5)
28 workdays, the availability of new or open positions as soon as practicable. Employees from within the
29 bargaining unit must apply within five (5) workdays of the job posting window to be considered and
30 evaluated. Employees may submit applications beyond the initial five (5) workday posting window, but
31 such applications will be considered alongside all external candidate applications. These postings will
32 include qualifications that will be considered for all candidates. Any added time greater than two (2) hours
33 per day will result in a new position. All new positions will require a job posting. A copy of each posting
34 will be sent to the Chapter President.

35

36 **Section 9.8.1. Additional Probationary Period.**

37 Employees filling new positions shall serve another probationary period of sixty (60) days of
38 regularly scheduled work. However, in the event the employer, during the probation, determines
39 not to retain the employee in the position, such employee shall have the right to return to the former
40 position if unfilled or if filled, to one of a substantially similar nature if available, or to a substitute
41 position until a similar position becomes available. When a similar position becomes available,
42 such employee will be placed in that position without posting procedures. A new probationary
43 period of sixty (60) days will then go into effect.

44

45 **Section 9.8.2. Vacancy Posting.**

46 If the District creates a new position or if an existing position becomes vacant due to retirement or
47 resignation, such position shall not be filled with a substitute beyond thirty (30) working days
48 without the position being posted.

1
2 **Section 9.8.3. Bid on Temporary Positions.**

3 Regular employees may bid on posted temporary positions in a higher classification or that contain
4 more hours/days than their present positions with the right to return to their former jobs when the
5 temporary position ends. Such transfers shall be limited to the posted temporary position.
6

7 **Section 9.9. Reemployment List.**

8 Employees laid off are to be placed on a reemployment list maintained by the District according to layoff
9 ranking and are to have priority in filling any opening in the bargaining unit. Names shall remain on the
10 reemployment list for two (2) years. Employees shall have two (2) weeks' notice in the event of layoff. It
11 is understood that the reemployment provisions described above are not intended to result in an increase in
12 contract hours or wage for the employee recalled from layoff status.
13

14 **Section 9.10. Layoff Status – Current Address.**

15 Employees of layoff status shall file their address in writing with the personnel office of the District and
16 shall thereafter promptly advise the District in writing of any change of address.
17

18 **Section 9.11. Forfeit Rights to Reemployment.**

19 An employee shall forfeit rights to reemployment as provided in Section 9.9 if the employee does not
20 comply with the requirements of Section 9.10 or if the employee does not respond to the offer of
21 reemployment within ten (10) days.
22

23 **Section 9.12. Reject Offer of Reemployment.**

24 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
25 benefits.
26
27
28

29 **ARTICLE X**

30 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

31
32
33 **Section 10.1. Justifiable Cause.**

34 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
35 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
36 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
37 employee before other employees or the public. Disciplinary measures shall be applied in a progressive
38 manner. Progressive discipline shall be adhered to except in those instances in which a grave problem or a
39 problem of such severity warrants a departure from said policy.
40

41 **Section 10.2. Notification to Non-Annual Employees.**

42 This Section is intended to be applicable to those employees whose duties necessarily imply less than
43 twelve (12) months work per year.
44

45 **Section 10.2.1. Non-Annual Employee Reemployment.**

46 Should the District decide to not reemploy any non-annual employee for the following school year,
47 the employee shall, whenever possible, be notified in writing prior to the expiration of the current
48 school year.

1
2 **Section 10.2.2. Discharge for Misconduct.**

3 Nothing contained herein shall be construed to prevent the District from discharging an employee
4 for acts of misconduct occurring after the expiration of the school year.
5
6

7
8 **ARTICLE XI**

9
10 **INSURANCE AND RETIREMENT**

11
12 **Section 11.1. SEBB.**

13 The District shall provide basic and optional health benefits through the School Employees Benefits Board
14 (SEBB) under the rules and regulations adopted by the SEBB. This information is subject to change by the
15 State and this Section will be construed consistently with SEBB rules, guidance and State laws. Any
16 disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not
17 through the grievance procedures of this Agreement. Enrollment for SEBB benefits will be processed
18 through the Health Care Authority (HCA)'s SEBB My Account online portal.
19

20 **Section 11.1.1. Employer Contribution.**

21 The District will pay the full portion of the employer contribution required by the HCA as agreed
22 upon in the statewide Collective Bargaining Agreement for those employees who meet the
23 eligibility requirements. Employee premiums for all eligible mandatory and optional benefits
24 offered by SEBB will be deducted through payroll and will be paid to the HCA by the District.
25

26 **Section 11.1.2. Reopen Article XII.**

27 If the Washington State Legislature or Health Care Authority changes the SEBB provisions to
28 allow for changes in employer contributions toward elective benefits or changes in medical
29 coverage either party can reopen Article XII for negotiation over the changes to the extent allowed
30 by law. This Section will be construed consistently with State laws and SEBB guidelines.
31

32 **Section 11.1.3. Timely Information.**

33 The District agrees to provide timely information about SEBB insurance plans to eligible
34 employees during the school year (as required or recommended by SEBB) and at each open
35 enrollment period.
36

37 **Section 11.1.4. SEBB Eligibility.**

38 The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six
39 hundred thirty (630) hours or more per school year.
40

41 **Section 11.2. Eligibility Washington State ERS.**

42 In determining whether an employee subject to this Agreement is eligible for participation in the
43 Washington State Employees' Retirement System, the District shall report all hours worked, whether
44 straight time, overtime or otherwise.
45

46 **Section 11.3. Tax Sheltered Annuity Plan.**

47 All employees subject to this Agreement shall be entitled to participate in a tax sheltered annuity plan
48 mutually agreeable to the District and the Association. On receipt of a written authorization by an

1 employee, the District shall make the requisite withholding adjustments and deductions from the
2 employee's salary.

6 ARTICLE XII

8 ASSOCIATION MEMBERSHIP AND CHECKOFF

9 **Section 12.1. Membership.**

11 The District and PSE/SEIU1948 understand that at the center of our labor management relationship is the
12 shared interest in providing the best services to the public. Therefore, it is the expectation of both
13 PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union
14 membership and respect all employee's decisions to join and maintain membership in their exclusive
15 professional advocacy organization, PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit
16 employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon
17 employment with the District.

18 **Section 12.2. Membership Rescission.**

19 Union members requesting to rescind membership and membership rights in their exclusive professional
20 advocacy organization shall make such request in writing to PSE/SEIU1948 at PO Box 798 Auburn, WA
21 98071-0798, following the constitution and bylaws, and any and all relevant conditions, policies and
22 procedures. Providing such conditions have been met, PSE/SEIU1948 shall inform the District of the
23 employee's non-member status consistent with the notification section identified in Article 12.

24 **Section 12.3. New Hire Notification.**

25 The District shall notify PSE/SEIU1948 and the agreed bargaining unit representative of all new hires
26 within ten (10) days of hire date, or as soon as practical, including name, home mailing address, job title,
27 work email, work location and hire date.

28 **Section 12.3.1. Association Reasonable Access.**

29 The District will provide the Association reasonable access to new employees of the bargaining unit
30 for the purposes of presenting information about their exclusive bargaining representative to the
31 new employee. The presentation may occur during a new hire orientation provided by the District,
32 or at another time mutually agreed to by the District and Association. No employee may be
33 mandated to attend the meetings or presentations by the Association. "Reasonable access" for the
34 purposes of this Section means: (a) The access to the new employee occurs within twenty (20) days
35 of the employee's start date within the bargaining unit; (b) The access is for thirty (30) minutes; and
36 (c) The access occurs during the new employee's workday at the employee's regular worksite, or at
37 a location mutually agreed to by the District and Association; (d) One (1) assigned Association
38 representative will be provided paid time to make this presentation. Such access will be exclusively
39 for access by Association representative to new employees and not part of some other activity.

40 **Section 12.4. Dues and Checkoff.**

41 PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who
42 are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in
43 membership status to the District upon request. The District shall rely on information provided by
44 PSE/SEIU1948 regarding the authorization and revocation of deductions. If the District receives a request

1 for authorization of deductions the District shall as soon as practicable forward the request to
2 PSE/SEIU1948. PSE/SEIU1948 will be the custodian of the records related to all authorizations. The
3 Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and
4 safe-keeping of those records. The District shall deduct Association dues from the pay of any employee
5 who authorizes such deductions pursuant to RCW 41.59.060. The District shall transmit all such funds
6 deducted to the Treasurer of Public School Employees of Washington on a monthly basis.

7
8 **Section 12.5. COPE – Political Action Committee.**

9 The employer shall rely on information provided by PSE/SEIU1948 regarding the authorization and
10 revocation of deductions. The District shall, upon receipt of a written authorization or voice emailed
11 authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit
12 employee, the amount of contribution the employee voluntarily chooses for deduction for political
13 purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal
14 check. PSE shall be responsible for drafting a mutually acceptable written authorization form and
15 collecting and furnishing the same to the District for any interested employee. Article 12 of the Collective
16 Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time.
17 At least annually, the employee shall be notified by the Association State Office about the right to revoke
18 the request. The District shall not be obligated to make deductions of any kind under Article 12 when the
19 deduction would cause the employee’s pay to drop below the current federal or state minimum hourly
20 wage requirement. Once any funds are remitted to the Association, their disposition thereafter shall be the
21 sole and exclusive obligation and responsibility of the Association.

22
23 **Section 12.6. Indemnify and Hold Harmless.**

24 The Association will indemnify, defend and hold the District harmless against any claims made, and any
25 suit instituted against the District on account of any checkoff of Association dues requirement that
26 employees pay membership or voluntary political contributions.

27
28
29
30 **ARTICLE XIII**
31
32 **GRIEVANCE PROCEDURE**
33

34 **Section 13.1. Purpose.**

35 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
36 arising between the District and its employees within the bargaining unit defined in Article I herein, with
37 respect to matters dealing with the interpretation or application of the terms and conditions of this
38 Agreement and shall be resolved in strict compliance with this Article. A determined effort shall be made
39 to settle such differences at the lowest possible level in the grievance procedure. In presenting a grievance,
40 the employee may be accompanied by a representative of the Association at all steps of the grievance
41 process. At any point during the grievance procedure, the aggrieved may file a written notice to the
42 Superintendent terminating the grievance.

43
44 **Section 13.1.1. Definitions.**

- 45 A. Grievant: A grievant is an employee, or in the case of the Association’s contractual
46 rights, the Association.
47 B. Grievance: A grievance is defined as a dispute involving the interpretation or application
48 of the specific terms of this Agreement.

1
2 **Section 13.1.2. Timelines.**

3 Grievances shall be processed in the following manner and within the stated time limits. Time
4 limits shall be calculated commencing on the day after the event or occurrence triggering the
5 running time limit. Time limits provided in this procedure may be extended only by mutual written
6 agreement.

7
8 Failure on the part of the District at any step of this procedure to communicate the decision on a grievance
9 within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next
10 step of this procedure.

11
12 Failure of the grievant (employee or Association) to present or proceed with a grievance within the
13 specified or mutually extended time limits will render the grievance waived and subject to no further
14 processing.

15
16 **Section 13.2. Grievance Steps.**

17
18 **Step 1.**

19 The employee shall first discuss the grievance with the immediate supervisor. All grievances not
20 brought to the immediate supervisor in accordance with the preceding sentence within thirty (30)
21 workdays of when the employee became aware of the occurrence of the grievance, shall be invalid
22 and subject to no further processing.

23
24 **Step 2.**

25 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
26 subsection, the employee shall reduce to writing a statement of the grievance containing the
27 following:

- 28
29 A. The facts on which the grievance is based
30 B. A reference to the provisions in this Agreement and the words which have been specifically
31 violated, and
32 C. The remedy sought

33
34 The employee shall submit the written statement of grievance, within fifteen (15) working days of
35 the Step 1 meeting, to the immediate supervisor for reconsideration and shall submit a copy to the
36 official in the administration responsible for personnel. The parties will have ten (10) working days
37 from submission of the written statement of grievance to resolve it. A written statement indicating
38 the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has
39 been made, the aggrieved party shall terminate the grievance in writing.

40
41 **Step 3.**

42 If no settlement has been reached within the ten (10) working days referred to in the preceding
43 subsection, and the Association believes the grievance to be valid, a written statement of grievance
44 shall be submitted within fifteen (15) working days following the receipt of the written Step 2
45 response to the District Superintendent or the Superintendent's designee. After such submission,
46 the parties will have fifteen (15) working days to resolve the grievance. A written statement
47 indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable
48 disposition has been made, the aggrieved party shall terminate the grievance in writing.

1
2 **Step 4.**

3 If the grievant is not satisfied with the decision at Step 3 or if no decision has been rendered within
4 fifteen (15) working days following the filing of the appeal, the grievant may request that the
5 Association submit the grievance to arbitration. Such request must be made within fifteen (15)
6 working days following receipt of the decision made at Step 3.

7
8 The Association shall notify the District of its intent to seek arbitration and, within fifteen (15)
9 working days, the Association and the Board will jointly request a list of five (5) arbitrators. They
10 shall alternately strike names from the list. The first name not stricken by either party shall be the
11 arbitrator utilized. The arbitrator so selected shall schedule and conduct hearings as expeditiously
12 as possible under the following rules and procedures.

- 13
14 A. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be
15 empowered to request such data as the arbiter deems pertinent to the grievance and shall render
16 a decision in writing to both parties within thirty (30) days (unless mutually extended) of the
17 completion of the closure of record.
- 18 B. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for
19 arbitration, which decision shall be final and binding on both parties.
- 20 C. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse
21 to receive any information after the hearing except in the presence of both parties and where
22 there is mutual agreement.
- 23 D. Each party to the proceedings may call such witness as may be necessary in the order in which
24 their testimony is to be heard. Such testimony shall be limited to the matters set forth in the
25 written statement of grievance. The arguments of the parties may be supported by oral
26 comment and rebuttal. Either or both parties may submit written briefs within a time period
27 mutually agreed upon. Such arguments of the parties, whether oral or written, shall be
28 confined to and directed at the matters set forth in the grievance.

29
30 **Section 13.3. Release Time.**

31 In the event the grievance or arbitration discussions occur during regular employment time, the District
32 shall provide release time without loss of compensation limited to the grievant, required witnesses, and
33 one (1) Association representative unless otherwise approved by the District. It is recognized that meetings
34 and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside the
35 employee's workdays and are not protected by this Section. The District shall not discriminate against any
36 employee or the Association for taking action under this Article.

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39
40 **ARTICLE XIV**

41
42 **PERFORMANCE EVALUATION**

43
44 **Section 14.1. Annual Evaluation.**

45 An annual evaluation shall be completed by June 1 of each year for less than two hundred sixty (260) day
46 employees and by August 1 for all other employees by the employee's designated supervisor. The
47 performance evaluation shall consist of a written rating of the employee's performance in the essential skill
48 and knowledge areas of the job, as elaborated in the current position description. No employee will be

1 evaluated on a changed job description until a minimum of sixty (60) days has elapsed since a revised
2 description was given the employee and Association. Any formal evaluation completed during the interim
3 sixty (60) day period shall be predicated upon the original job description. Employees who have not
4 received an evaluation by the respective evaluation due date shall be considered satisfactory performance.
5

6 Should the changed job description constitute a substantial increase in duties or workload, without a
7 commensurate increase in regularly scheduled hours, then no negative evaluation regarding the increased
8 work shall be assessed against the worker charged with such duties. Furthermore, failure to complete said
9 additional duties under such circumstances shall not constitute just cause for discipline or termination.
10 Workload shall be evaluated, upon request of either party, in a meeting between the District and the
11 Association held for such purpose. Work studies and other metrics may be utilized to aid in the parties'
12 assessment of workload.
13

14 **Section 14.2. Completed Evaluation.**

15 The completed evaluation will be signed by the employee. A copy will be placed in the employee's
16 personnel file and the employee shall receive a copy. The employee's signature acknowledges receipt of
17 the evaluation. Any unsatisfactory evaluation will be reviewed with the employee at a conference. The
18 employee may, within fifteen (15) days of the conference, file a written attachment to the evaluation.
19

20 **Section 14.3. Bi-Annual Review of Evaluations.**

21 Employee evaluation forms will be reviewed bi-annually at the request of either party pursuant to the terms
22 of Article V herein.
23

24
25 **ARTICLE XV**

26
27 **SALARIES AND EMPLOYEE COMPENSATION**

28
29 **Section 15.1. Compensation.**

30 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.
31

32 **Section 15.2. Schedule A.**

33 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
34 Schedule A attached hereto and by this reference incorporated herein.
35

36 **Section 15.2.1. Schedule A Increase.**

- 37
- 38 • Schedule A shall be adjusted over a three-year period; at the onset of each new year, starting in
39 the 2024-2025 school year, step one will be eliminated. Following the adjustment, a new step
40 one will be created and reset schedule A accordingly.
 - 41 • Steps one (1), two (2), and three (3) for the 2024-2025 school year shall be increased by the
42 same percentage increase identified by the state as an inflationary adjustment allocation,
43 currently the Implicit Price Deflator (I.P.D).
 - 44 • Steps one (1), two (2), and three (3) for the 2025-2026 school year shall be increased by the
45 same percentage increase identified by the state as an inflationary adjustment allocation,
46 currently the Implicit Price Deflator (I.P.D).
 - 47 • Steps one (1), two (2), and three (3) for the 2026-2027 school year shall be increased by the
48 same percentage increase identified by the state as an inflationary adjustment allocation,
currently the Implicit Price Deflator (I.P.D).

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Section 15.3. Calculation of Daily Hours.

For purposes of calculating daily hours, time worked shall be rounded to the next one quarter (1/4) hour.

Section 15.3.1. Comprehensive Statement.

Each employee shall receive, no later than November 15 of each school year, a comprehensive statement of employment benefits: days/hours of regular scheduled employment, sick leave and vacation balances as of the beginning of the school year, medical FTE and District maximum individual medical monetary authorization. Employees will be updated if there are any changes in any of the above entitlements.

Section 15.4. Mileage Reimbursement.

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 current rate as set by the Internal Revenue Service. Employees must log to and from miles and complete a reimbursement form signed by their supervisor. Once this is complete the packet will be submitted for reimbursement.

Section 15.5. Travel Reimbursement.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Employees on District business during the evening meal time shall be reimbursed for an evening meal. All such reimbursement shall be in accordance with Board Policy.

Section 15.5.1. Reimbursement Minimum.

Employees must accumulate a minimum of twenty-five dollars (\$25) of reimbursable expenses before submitting a request for reimbursement. Reimbursement requests not totaling twenty-five dollars (\$25) will be processed in June of each year.

Section 15.6. Incremental Steps Effective Date.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement, provided, the employee has been hired prior to and actively employed continuously since March 1 of the previous employment year.

Section 15.7. New Hire Evaluation.

Newly hired employees may request and be granted an evaluation by the District regarding previous work experience that is relevant to their position description. If in the judgment of the administration the experience is comparable to other work experience which would warrant advanced incremental (longevity) Schedule A ranking, such ranking will be awarded.

Section 15.8. Experienced Subs.

Substitutes who previously retired from the District shall receive pay at Step 2 of the base rate of pay specified on Schedule A, provided they are substituting in the same or similar position from which they retired.



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ARTICLE XVI

PROFESSIONAL DEVELOPMENT

Section 16.1. Required Training Reimbursement.

Employees attending training courses required by State regulation or District Policy as a condition of continued employment will be paid by the District at the employee's normal wage per hour for all time in attendance beyond the employee's regular school employment time, plus any fee, tuition, or transportation costs. If the time in attendance causes the employee(s) to exceed forty (40) hours of work in one (1) week, the employee(s) will be paid at one and one-half (1½) times the applicable rate of pay.

Section 16.2. Employee Requested Training Reimbursement.

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 will be paid by the District. Approval of the District will be based upon the value of the training to the District and availability of funds.

Section 16.3. Optional Time.

All members of the bargaining unit shall have the option of utilizing up to seven (7) hours of pay at the regular hourly rate, or the overtime rate, when applicable, for District approved uses. Optional time, as stated herein, shall be used only for hours of compensation beyond the regular work shift. Expenses incurred for transportation and/or training course fees and tuitions may be paid by the District. This Section shall not serve to limit the District from authorizing hours of compensation in addition to and/or apart from optional time as stated in this Section.

Section 16.4. Committee Time.

Recognizing that participation in site-based decision making and other District planning activities places an impact on employees' workloads, the District shall endeavor to set reasonable expectations for participation in these activities. Employees who are requested to serve on site-based planning committees or other District authorized committees which meet at times other than the employees' normal work hours shall be paid for their time in attendance at either their normal hourly rate or their overtime rate, whichever is applicable.

Section 16.5. Professional Development Fund.

A professional development fund in the amount of one thousand five hundred dollars (\$1,500) will be provided to this bargaining unit each school year. The money will be distributed by the Professional Development Review Committee, consisting of three (3) members of the bargaining unit appointed by the bargaining unit's Board of Trustees. The Committee will accept written applications for use of professional development funds and distribute said funds up to the annual limit according to the established guidelines. In the event of a double levy failure, no additional funds will be added for the period of time impacted by the District's failure to receive local levy funds. Professional development funds that were not used within the previous school year will be rolled over into funds available for the next school year, not to exceed three thousand dollars (\$3,000).

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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. Term.

The term of this Agreement shall be September 1, 2024 to August 31, 2027.

Section 17.1.1. Longevity Increment.

| <u>Years of Service</u> | <u>Longevity Increment</u> |
|-------------------------|-------------------------------|
| 5 | \$0.35 above Step 3 base rate |
| 10 | \$0.70 above Step 3 base rate |
| 15 | \$1.05 above Step 3 base rate |
| 20 | \$1.40 above Step 3 base rate |
| 25 | \$1.75 above Step 3 base rate |

Section 17.2. Reopening Agreement.

This Agreement shall be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall, in the event that the Legislature suspends annual cost of living increases, be reopened to negotiate Article XV, and as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Additionally, The Association and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenues. In the event of a levy failure or other significant loss of revenue beyond the control of the District, 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 funding changes that result in a reduction of funding or contract days, the Association and the District will meet and confer and, as appropriate, negotiate the impact and effect of such changes.

Section 17.2.1. Health Room and Medical Duties.

Policies and procedures for the health rooms will be included in the employee orientation and training activities.

Section 17.3.

All provisions except those in Section 17.2 of this Agreement shall be applicable to the entire term of this Agreement at the execution date.

Section 17.4.

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 17.5.

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




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SIGNATURE PAGE

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

LAKEWOOD OP CHAPTER, #1108

LAKEWOOD SCHOOL DISTRICT, #306

BY: 
Trisha Kellar, Chapter President

BY: 
Tim Haines, Director of HR and Admin. Services

DATE: 10/10/24

DATE: 10/10/24



1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU
5 LOCAL 1948, LAKEWOOD OP CHAPTER #1108 AND THE LAKEWOOD SCHOOL DISTRICT #306.
6 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9
10 The parties agree to the following:
11

12
13 In recognition of employees who have completed the Technology Competencies Level III and/or IV, which
14 are no longer offered, such employees shall retain the compensation increase to their hourly rate of
15 compensation by ten cents (\$0.10) for Level III and an additional ten cents (\$0.10) for Level IV for the
16 duration of their employment with the Lakewood School District.
17

18
19 This Memorandum of Understanding shall become effective on September 1, 2024 and shall remain in
20 effect through August 31, 2027.
21

22
23
24 PUBLIC SCHOOL EMPLOYEES
25 OF WASHINGTON/SEIU LOCAL 1948

26
27 LAKEWOOD OP CHAPTER #1108

28
29 LAKEWOOD SCHOOL DISTRICT #306

30
31 BY: Trisha Kellar
32 Trisha Kellar, Chapter President

33
34 BY: Tim Haines
35 Tim Haines, Executive Director of HR
36 and Student Services

37
38 DATE: 10/10/24

39
40 DATE: 10/10/24

