

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

SEPTEMBER 1, 2025 - AUGUST 31, 2029



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

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

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

A R T I C L E I

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

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4., and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board of Directors, or Superintendent of the District pursuant to RCW 41.59.020 (4).

Section 1.3.

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

Section 1.4.

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

A R T I C L E I I

R I G H T S O F M A N A G E M E N T

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, the District shall give regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.1.1.

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

Section 3.2.

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

Section 3.3.

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

Section 3.4.

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

Section 3.5.

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

1 **Section 3.6.**

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

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

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

23
24 **Section 3.7. Student Supervision**

25 Employees who believe that they are not able to complete their assigned duties due to too many
26 student supervision issues may request a meeting with their supervisor to develop strategies to reduce
27 supervision issues.

28
29
30
31 **ARTICLE IV**

32
33 **RIGHTS OF THE ASSOCIATION**

34
35 **Section 4.1.**

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

38
39 **Section 4.2.**

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

43
44 **Section 4.3.**

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

1 **Section 4.4.**

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

4
5 **Section 4.5.**

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

10
11 **Section 4.6.**

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

16
17 **Section 4.7. Communications.**

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

26
27 **Section 4.7.1.**

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

30
31 **Section 4.8.**

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

33
34 **Section 4.8.1. Association Release Time.**

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

40
41 **Section 4.8.2. Association Business Leave.**

42 Employees who are duly authorized by the Association and District, at least 10 days prior to the
43 event, shall be granted Association business release time up to a maximum of eight (8) days per
44 school year, for the purpose of conducting Association business not related to the District.
45 Four (4) days may be taken as full days or in half day increments. The remaining four (4) days
46 can be utilized in one (1) hour increments by up to three (3) previously identified and approved
47 Association members for the purpose of supporting Section 13.8 of this agreement. The
48 Association shall reimburse the District the cost of the employees' wages and benefits.

1
2
3 **Section 4.8.3. Employee Acting as Association Representative.**

4 Employees who are needed to act as an Association representative during their workday due to
5 no Association Business Agent being available during disciplinary or grievance-related
6 meetings scheduled by the District, can either flex their time with supervisor approval or be
7 released from duties with supervisor approval to act as a representative of the Union. This
8 section only applies to a single employee per event and only when no Association Agent is
9 available. Employees under this section shall suffer no loss of pay.

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

11 Upon the receipt of written authorizations that comply with the applicable Public Disclosure
12 Commission regulations, the Employer agrees to deduct and transmit to the Union a specified amount
13 from each employee's pay, subject to the voluntarily executed COPE payroll authorization form.
14

15 **Section 4.10. Indemnification.**

16 The Union agrees to indemnify, defend and hold harmless the District (including its officers, directors,
17 agent, employees, and representatives) from all claims, demands, suits, penalties, fines, sanctions,
18 payments or any other forms of liability (including payments to employees for wrongfully withheld
19 wages), related to any payroll deductions or pursuant to this Article including claims related to the
20 processing of authorizations or authorization withdrawals.
21
22
23

24
25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

27
28 **Section 5.1.**

29 It is agreed and understood that matters appropriate for negotiation between the District and the
30 Association are hours, wages, grievance procedures and working conditions of employees in the
31 bargaining unit subject to this Agreement.
32

33 **Section 5.2. Labor Management Meetings**

34 District representative(s) and Association representative(s) will meet, within a reasonable time of the
35 request of either party, to discuss matters of concern.
36
37
38

39 **ARTICLE VI**

40
41 **HOURS OF WORK AND OVERTIME**

42
43 **Section 6.1.**

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

1 **Section 6.2.**

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

5
6 **Section 6.2.1.**

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

10
11 **Section 6.3.**

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

14
15 **Section 6.4.**

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

19
20 **Section 6.5.**

21 Employees required to work through his/her regular lunch period, as directed by their supervisor, will
22 be given time to eat at a time agreed upon by the employee and supervisor. In the event the District
23 requires, through verbal or written direction by their supervisor, an employee to forego a lunch period
24 and the employee works the entire shift, including the lunch period, the employee and the supervisor
25 can agree to flex the missed meal period within the same work week. If the employee and supervisor
26 are not able to flex the missed meal period time, the employee shall be compensated for the foregone
27 lunch period at the overtime rate.

28
29 **Section 6.5.1.**

30 An employee shall not be interrupted during his/her designated lunch period unless an
31 emergency situation exists. If the supervisor determines an emergency situation which requires
32 the employee to interrupt their lunch period, the employee can choose to be paid for the amount
33 of time of the interruption or restart their lunch period following the interruption.

34
35 **Section 6.5.2.**

36 If the employee is unable to speak with their supervisor, they must report the missed lunch or
37 rest period to their supervisor via email on the same day as the occurrence.

38
39 **Section 6.5.3.**

40 An employee must take their rest periods in full fifteen (15) minute period or can request in
41 writing to their supervisor to take the break intermittently not to exceed fifteen (15) minutes.

42
43 **Section 6.6.**

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

1 **Section 6.7. School Closures**

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

4
5 **Section 6.7.1 Late Start Emergency Leave.**

6 On two (2) hour late start days, when most staff are precluded from arriving on time due to safety
7 reasons, i.e., icy roads, downed power lines or trees, flooding, etc., Office Personnel may utilize
8 emergency leave as described in section 8.7 provided they adhere to the following:

- 9 a. Office Managers are required to report on all emergency closure days. For Office
10 Managers to utilize Section 6.7.1, they must first have verbal confirmation that their
11 Principal will be on site and that their Principal approves the use of Late Start Emergency
12 Leave.
- 13 b. Employees utilizing Late Start Emergency Leave must arrive thirty (30) minutes prior to
14 the student start time.
- 15 c. Employees must enter their leave through the absence management system prior to the
16 start of their work shift for the appropriate amount of time in order to arrive 30 minutes
17 prior to the student start time.
- 18 d. Any absences reported during the school day would be reported per normal absence
19 reporting.

20
21 **Section 6.8.**

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

27
28 **Section 6.8.1.**

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

34
35 **Section 6.8.1.1.**

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

41
42 **Section 6.8.2.**

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

Section 6.8.3.

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

Section 6.9.

During contract years where there are 261 or more work days, employees who work 260 days per year and are hired by September 1 shall take the day(s) off without pay. The designated additional day(s) shall be determined by the District prior to the beginning of the work year.

Section 6.10.

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

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

Section 6.11. Moving Related Duties.

Each employee who transfers to a different building for the following school year due to construction will be compensated on a timesheet for up to ten (10) hours worked related to packing and unpacking office materials/supplies to be moved. The additional time will be scheduled with the prior approval of their supervisor.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

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

- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. President's Day | 10. Native American Heritage Day |
| 4. Memorial Day | 11. Christmas Eve Day |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve Day |
| 7. Labor Day | |

Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have been compensated for their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday shall be eligible for pay for such unworked holiday.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive pay at the overtime rate of one and one-half (1-1/2) times the employee's base pay for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation.

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

Section 7.2. Vacation.

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

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

Section 7.2.1.

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

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

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

Section 7.2.2.

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

Section 7.2.3.

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

1 **Section 7.2.4.**

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

4
5 **Section 7.2.5.**

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

13
14 **LEAVES**

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

17
18 **Section 8.1.1.**

- 19 1. Sick leave will be administered in compliance with RCW 49.46.210. An employee is
20 authorized to use paid sick leave for the following reasons:
- 21 a. An absence resulting from an employee's mental or physical illness, injury, or health
22 condition; to accommodate the employee's need for medical diagnosis, care, or
23 treatment of a mental or physical illness, injury, or health condition; or an employee's
24 need for preventive medical care;
 - 25 b. To allow the employee to provide care for a family member with a mental or physical
26 illness, injury, or health condition; care of a family member who needs medical
27 diagnosis, care, or treatment of a mental or physical illness, injury, or health
28 condition; or care for a family member who needs preventive medical care; and
 - 29 c. When the employee's place of business has been closed by order of a public official
30 for any health-related reason, or when an employee's child's school or place of care
31 has been closed for such a reason.
- 32 2. An employee is authorized to use paid sick leave for absences that qualify for leave under
33 the domestic violence leave act, chapter 49.76 RCW.
- 34 3. An employee is entitled to use accrued paid leave beginning on the ninetieth calendar day
35 after the commencement of his or her employment.
- 36 4. For absences exceeding three days, an employer may require verification that an
37 employee's use of paid sick leave is for an authorized purpose. If an employer requires
38 verification, verification must be provided to the employer with in a reasonable time
39 period during or after the leave. An employer's requirements for verification may not
40 result in an unreasonable burden or expense on the employee and may not exceed privacy
41 or verification requirements otherwise established by law.
- 42 5. For purposes of this section, "family member" means any of the following:
43 A child, including a biological, adopted, or foster child, stepchild, or a child to whom
44 the employee stands in loco parentis, is a legal guardian, or is a de facto parent,
45 regardless of age or dependency status; A biological, adoptive, de facto, or foster
46 parent, stepparent, or legal guardian of an employee or the employee's spouse or
47 registered domestic partner, or a person who stood in loco parentis when the employee

was a minor child; A spouse; A registered domestic partner; A grandparent; A grandchild; or A sibling.

6. Sick leave shall be earned based upon one (1) day for each month included in the work calendar and worked to a maximum of twelve (12) days per year; provided, however, no employee shall receive less than ten (10) days for each full school year worked.

Section 8.1.1.1. Attendance Incentive Program -- Annual Conversion.

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

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

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

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

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

Section 8.1.1.3. Sick Leave Conversion Medical Reimbursement Plan.

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

shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Section 8.1.1.4. Retirement Sick Leave Conversion.

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

Section 8.1.2.

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

Section 8.1.3.

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

Section 8.1.4.

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

Section 8.2. Health Leave.

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

Section 8.3. Bereavement.

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

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

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

1 **Section 8.3.1.**

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

4
5 **Section 8.3.2.**

6 Up to three (3) days in situations in which the attending physician or licensed practitioner
7 deems that death is imminent for a member of the employee's immediate family. The
8 immediate family shall consist of spouse, domestic partner, children, parents, grandparents,
9 grandchildren and siblings of the employee or spouse. Documentation from the attending
10 physician or licensed practitioner will be provided at the time of the request for this leave or
11 upon return along with the submission of an HR100 form.

12
13 Imminent death leave shall not be deducted from sick leave. Imminent death leave is non-
14 cumulative.

15
16
17 **Section 8.4. Family Illness Leave.**

18 An employee shall be allowed five (5) work days of leave with full pay, for serious immediate family
19 illness other than to care for a child of the employee under the age of eighteen with a health condition
20 that requires supervision or treatment. Immediate family shall include spouse, domestic partner,
21 parents, step-parents (or a person(s) who raised the employee), grandparents, grandchildren, children,
22 step-children and siblings of the employee or spouse or domestic partner, legal guardianships, or
23 relative living in the employee's place of abode. Up to an additional two (2) work days with pay will
be allowed for travel when needed for necessary travel of more than 100 miles. Such paid leave is
non-cumulative and shall be deducted from accumulated sick leave. Use of leave under this section
shall be confined to situations not covered by Section 8.5. Medical Leave.

26
27
28 **Section 8.5. Family Medical Leave.**

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

34
35 Upon written application to the Superintendent or designee, child care leave without pay may be
36 granted for up to one (1) year to an employee for the care of a newly born or newly adopted child
37 under the age of eighteen. If such child care leave is granted, the employee shall notify the
38 Superintendent and his/her immediate supervisor as soon as possible of his/her intention to take child
39 care leave and the planned time for the commencement of that leave. All conditions pertaining to the
40 return to duties shall be those described in Sections 8.14. and 8.15., below.

41
42 **Section 8.6. Personal Leave.**

43 Up to two (2) days personal leave with pay may be used in any contract year with prior notification to
44 the employee's supervisor.

45
Effective September 1, 2026, unused personal leave can be either cashed out at the employee's rate of
pay in effect at the time of cash out or rolled over to the following year as long as the employee's
personal leave balance never exceeds twenty-four (24) hours total. Requests for cash out or rollover of



unused personal leave hours must be submitted to Payroll on the designated form by June 30th of each year. Payment for the requested cash out will occur on the August payroll. Personal leave of more than 2 consecutive days cannot be used during the following time periods: 1) immediately preceding or proceeding a school break or vacation period. 2) at the beginning or end of the employee's work calendar.

Section 8.7. Emergency Leave.

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

Criteria for Emergency Leave:

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

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

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

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

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

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

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

Section 8.8. Judicial Leave.

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

Section 8.9. Leave of Absence.

The Superintendent or designee, may, upon the employee's written request, grant a leave of absence for a period not to exceed one (1) year, without pay, to an employee who has completed two (2) or more cumulative years of service with the District. A leave of absence cannot be granted for other

employment outside of the District. The employee must apply for leave. Such application must be in writing to the Superintendent or designee.

Section 8.10. Military Training/Duty Leave.

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

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

Section 8.11. Domestic Violence Victims--Employment Leave.

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

Section 8.12. Religious Leave.

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

Section 8.13. Other Discretionary Leaves.

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

Section 8.14 Union State Representative Leave

An employee who is elected to a statewide Association position shall be granted a leave of absence for that reason. Such leave shall be requested annually if needed for more than one year. During such approved leave, the employee will continue to progress through seniority and longevity as if they were still employed with the District.

Section 8.15. Application for Reinstatement.

An employee who desires to return to work from a leave shall make written application to the Superintendent or designee for reinstatement. Such application should be made as soon as the requested date of return is known, but in any event, no later than seven (7) calendar days prior to the expiration of such leave or the requested date of return to work, whichever is earlier; provided that employees who have been granted leave to the end of the school year shall provide notice of intent to return for the following school year no later than May 15th. An employee returning from health leave

1 shall submit a physician's or licensed practitioner's statement of fitness for duty; the District may
2 require an employee to submit to examination by a doctor of its choosing at its expense before an
3 employee returns to work from a health leave or any other time the fitness of an employee to perform
4 his or her duties is in question.

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

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

12 **Section 8.16. Assignment Upon Return From Leave.**

13 An employee returning to work from a leave will be assigned to the position occupied before the leave
14 or to a position substantially equal to that held prior to the leave. An employee hired to fill a position
15 held by an employee on leave will be subject to all rights and duties contained in this Agreement,
16 except that seniority rights shall not accrue nor apply. If said employee is retained, following the
17 temporary assignment, he/she will be subject to all rights and duties, including seniority rights,
18 contained in this Agreement retroactive to the hire date. The District shall inform replacement
19 employees of these provisions.
20

21 **Section 8.17. Benefits.**

22 An employee will retain accrued sick leave, accrued vacation rights and seniority rights while on
23 uncompensated leave. However, vacation credits, sick leave, and other benefits shall not accrue while
24 the employee is on uncompensated leave.
25

26
27
28 Health insurance and other insurance benefits provided through the District shall remain in force for
29 the initial twelve (12) weeks of health leave, family leave and child care leave, inclusive of any
30 compensated leave, provided the District may recover the cost of insurance premiums if the employee
31 fails to return from such leave. For the remainder of the period of uncompensated leave, health
32 insurance and other insurance benefits provided through the District may remain in force throughout
33 the leave period, at the employee's discretion, by the employee submitting to the District the monthly
34 premium in advance of each payment due date, provided such continuation of benefits is allowed by
35 the insurance carrier.
36

37 **ARTICLE IX**

38 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

39 **Section 9.1. Probation.**

40 Each new hire (including transferees from other districts) excluding employees who are moved to a
41 higher paid position, shall remain in a probationary status for a period of not more than ninety (90)
42 calendar days following the hire date, exclusive of summer recess for employees working less than 260
43 days per year. Upon approval from Human Resources, the probationary period may be extended for an
44

1 additional thirty (30) calendar days. During the probationary period, the retention of the individual
2 shall be solely and entirely within the discretion of the District.

4 **Section 9.2.**

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

8 **Section 9.3. Seniority.**

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

13 **Section 9.3.1.**

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

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

21 **Section 9.3.2.**

22 Seniority rights shall not be lost for the following reasons:

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

32 **Section 9.3.3.**

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

35 **Section 9.3.4. Open Positions.**

36 Open jobs will be filled by the District based on the ability, qualifications, skills, experience,
37 and other relevant factors of the applicants for the job. The employee with the earliest hire date
38 shall receive preferential consideration regarding promotions within the bargaining unit and/or
39 assignment to new or open jobs within the bargaining unit when skill, ability, and qualifications
40 are equal with junior employees and/or other applicants. If the District determines that
41 seniority should not prevail, because a junior employee or other applicant possesses skill,
42 ability, and qualifications greater than a senior employee, the District shall, upon receipt of a
43 request by the affected senior employee, schedule a conference with the employee to discuss
44 the matter. Such request will be made to the Human Resources Director in writing within ten
45 (10) working days of the filling of the job. Following the conference, if so requested in writing
46 by the employee, the District shall set forth in writing within a ten (10) working day period, to
47 the senior employee, with a copy to the Association president the reason(s) why the senior
48 employee was bypassed.

Section 9.3.4.1. Substitute Retroactive Pay.

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

Section 9.4. Longevity.

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

Section 9.4.1.

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

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

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

Section 9.4.2.

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

Section 9.5.

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

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

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

Section 9.6. Displacement Procedure.

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



1
2
3 **Section 9.6.1.**

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

14 **Section 9.6.2.**

15 An employee displaced from a position where he/she is the only employee with a specific job
16 title shall be assigned to replace the most junior person holding a position with the same
17 number of hours within the same compensation level (Level B, C, D, E, or F as shown on
18 Schedule A) provided he/she is qualified to fill such position. If the employee bumped is not
19 the most junior person in the compensation level, he/she shall be assigned to replace the most
20 junior person holding a position in the same compensation level, provided he/she is qualified to
21 fill such position. The qualification criteria for such position shall be as identified in the
22 current job description.
23

24 **Section 9.6.3.**

25 If the displaced employee identified in the first sentence of Section 9.8.2. is not qualified to fill
26 the position of the most junior person in a given compensation level, he/she shall be bumped
27 into layoff status pursuant to this section. The individual who is bumped into layoff status
28

29 pursuant to this section shall be placed on a reemployment list maintained by the District
30 provided that he/she fulfills all the requirements of Article IX.
31

32 **Section 9.7. Layoff Procedures**

33 The term layoff shall mean termination from employment for other than disciplinary reasons. The
34 District may identify up to five percent (5%) of the employees in the bargaining unit as holding key
35 positions and thereby exempt such employees from the provisions of the sections of this Agreement
36 pertaining to layoff. The District shall have the right to maintain such employees without regard to
37 seniority. With the exception of the employees above, the employee with the least seniority in the
38 general job classification shall be the first to be laid off unless the District determines that seniority
39 should not prevail because a junior employee possesses skill, ability, and qualifications greater than a
40 senior employee.
41

42 **Section 9.7.1.**

43 In the event of layoff, the District will provide the Association with the following information
44 as soon as practicable after the extent of the layoff is known:
45

- 46 A. Current bargaining unit seniority list,
- 47 B. Names of employees to be laid off.

1 **Section 9.7.2.**

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

- 4
5 A. Individual seniority position within the bargaining unit;
6 B. Reason(s) for layoff;
7 C. Availability of those employee benefits of which the District is aware of at time of layoff.
8

9 **Section 9.7.3.**

10 Employees who are laid off may retain retirement benefits in accordance with the rules of the
11 retirement system.
12

13 **Section 9.8. Recall Procedures.**

14 Employees who are laid off will be placed on a reemployment list in order of seniority in the general
15 job classification provided that such employee makes application for placement on the reemployment
16 list, in writing, within ten (10) business days after the effective date of the layoff. Names shall remain
17 on the reemployment list for eighteen (18) months. Such application shall include the name, address,
18 personal email and telephone number of the employee along with a specific list of positions which the
19 employee is willing and believes himself/herself qualified to accept.
20

21 **Section 9.8.1.**

22 Changes in name, address, personal email, and/or telephone number shall be promptly reported
23 to the Human Resources Office of the District. Employees who fail to report changes in
24 contact information while on the recall list shall forfeit all rights to employment. The District
25 shall fill vacant positions in the bargaining unit from the reemployment list, if the District
26 determines that individuals on such list who apply for a position possess the skill, ability, and
27 qualifications for the position.
28

29 **Section 9.8.2.**

30 The most senior employee in layoff shall receive preferential consideration regarding recall
31 from layoff to an open position when skill, ability and qualifications are substantially equal to a
32 less senior employee in layoff status. Employees recalled from layoff shall begin, effective
33 with the first day of work in the new assignment, a secondary probationary period of ninety
34 (90) calendar days' duration. During the secondary probationary period, the retention of the
35 employee in the newly assigned position shall be solely and entirely at the discretion of the
36 District. If the District determines that the employee is unsuccessful or is likely to be
37 unsuccessful in the assigned position, the employee will be returned to the layoff pool for a
38 possible later assignment according to provision of this Article.
39

40 **Section 9.8.3.**

41 An individual shall forfeit all rights to reemployment with the District if the individual does not
42 comply with the requirements in Section 9.7.
43

44 **Section 9.8.4.**

45 When an individual in layoff status is offered reemployment to a position for which he/she
46 possesses the skill, ability, and qualifications, such individual may refuse two (2) offers of
47 reemployment without penalty, provided that the individual refuses such offer(s) within twenty-
48 four (24) hours of such offer(s). If the individual does not respond to an offer within five (5)

business days, it will be considered a refusal. After refusing two (2) offers of reemployment, an individual in layoff status shall forfeit all rights to reemployment with the District if the individual does not accept the next offer of reemployment within twenty-four (24) hours of the receipt of such offer.

Section 9.8.5.

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

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

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

Section 10.1.1. Disciplinary Policy.

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

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

Section 10.2.

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

Section 10.2.1.

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

Section 10.2.2.

An employee shall notify the District in writing two weeks in advance of the intent to terminate employment.

ARTICLE XI
INSURANCE AND RETIREMENT

Section 11.1. Insurance.

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

Section 11.2.

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

Section 11.3.

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

Section 11.4.

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

Section 11.5.

Effective September 1, 2025 in addition to the value of the professional development contribution as described in Section 12.1, the District will contribute the remaining amount to increase the monthly VEBA amount to \$64 per month. Each benefits eligible employee in the Office Personnel group, upon proper account registration through the District vendor will receive the amount described in this section into said account.

Effective September 1, 2027, the District will increase the monthly VEBA amount to \$69 per month.

Effective September 1, 2028, the District will increase the monthly VEBA amount to \$74 per month.

ARTICLE XII
PROFESSIONAL DEVELOPMENT

Section 12.1.

Effective September 1, 2025, the District and the Association agree that the District professional development contribution amount per employee will be eliminated, and the value of contribution will be moved to into the employees' VEBA account as described in Section 11.5.

Section 12.2. Office Manager Mentoring Program.

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



Section 12.2.1. Purpose.

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

Section 12.2.2. Selection of Mentors.

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

Section 12.2.3. Role of Mentors.

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

Section 12.2.4. Compensation.

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

ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1.

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

Section 13.2.

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

Section 13.3. Checkoff.

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

1 **Section 13.4. Union Access to New Employees.**

2 (1)(a) The employer must provide the exclusive bargaining representative reasonable access to
3 new employees of the bargaining unit for the purposes of presenting information about their exclusive
4 bargaining representative to the new employee. The presentation may occur during a new employee
5 orientation provided by the employer, or at another time mutually agreed to by the employer and the
6 exclusive bargaining representative.

7 (b) No employee may be mandated to attend the meetings or presentations by the exclusive
8 bargaining representative.

9 (c) "Reasonable access" for the purposes of this section means:

10 (i) The access to the new employee occurs within ninety days of the employee's start date
11 within the bargaining unit;

12 (ii) The access is for no less than thirty minutes; and

13 (iii) The access occurs during the new employee's regular work hours at the employee's regular
14 worksite, or at a location mutually agreed to by the employer and the exclusive bargaining
15 representative.

16 (2) Nothing in this section prohibits an employer from agreeing to longer or more frequent new
17 employee access, but in no case may an employer agree to less access than required by this section.
18
19
20

21 **ARTICLE XIV**

22 **GRIEVANCE PROCEDURE**

23
24
25 **Section 14.1. Definition.**

26 A grievant is an employee or group of employees having a grievance. A grievance is any condition,
27 action, or lack of action arising from a misapplication or misinterpretation of the terms of this
28 Agreement which the employee or group of employees believe have been unjustly or unfairly applied.
29 A grievance shall be resolved in strict compliance with this Article.
30

31 **Section 14.2. Informal Discussion.**

32 The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort should
33 be made at this level to resolve the grievance. The grievant may have an Association representative
34 present for the information discussion. All grievances not brought to the immediate supervisor in
35 accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the
36 grievance shall be invalid and subject to no further processing. The immediate supervisor shall be
37 defined as that District administrator who has the authority to resolve the grievance. In the event a
38 question arises as to who the appropriate District administrator is, the Human Resources Director will
39 make the decision.
40

41 **Section 14.3. Grievance Steps.**

42
43 **Section 14.3.1. Step 1. Line Administrator's Level.**

44 If no settlement is reached in informal discussion, the grievant shall reduce to writing, within
45 (30) calendar days of the occurrence of the grievance, statement providing the following
46 information:
47

48 A. The facts upon which the grievance is based;



- 1 B. Reference to the Articles and Sections of the Agreement alleged to have been violated; and
2 C. The remedy sought.

4 The grievant shall submit the written formal grievance to the appropriate line administrator
5 (assigned by the Superintendent). The parties will have ten (10) working days from submission
6 of the written statement of grievance to resolve it by indicating on the statement of grievance
7 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
8

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

10 If no settlement has been reached in Step 1, within the specified time limits, and the
11 Association believes the grievance to be valid, the grievant may, within ten (10) working days,
12 submit the written grievance to the Superintendent. The Superintendent or his or her
13 designee(s) and the grievant shall have ten (10) working days after receipt of the grievance to
14 resolve said grievance by indicating, in writing, the disposition thereof.
15

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

17 If the grievance is not resolved in Step 2, within the specified time, and the Association
18 believes the grievance to be valid, the grievance may be submitted within fifteen (15) working
19 days to final and binding arbitration by an arbitrator mutually agreed upon by the parties. In
20 the event the parties cannot agree on selection of an arbitrator, the grievance shall be submitted
21 to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration
22 Association.
23

24 **Section 14.3.3.1.**

25 The following shall govern any arbitration under this Agreement.
26

27 **Section 14.3.3.2.**

28 The arbitrators shall have no power or authority to add to, subtract from, or modify any
29 of the terms of this Agreement.
30

31 **Section 14.3.3.3.**

32 The arbitrator shall render no decision which would be in violation of a law or enter
33 disputes that are a matter of legal jurisdiction.
34

35 **Section 14.3.3.4.**

36 No evidence may be presented at the arbitration level which was not presented at a
37 lower level of the grievance procedure.
38

39 **Section 14.3.3.5.**

40 Each party shall pay any expenses and compensation including wages and salaries,
41 relating to its own witnesses or representatives. The costs for the services of the
42 arbitrator, including per diem expenses, if any, and his/her travel and subsequent
43 expenses and cost of any hearing room, will be shared equally by the District and the
44 Association. All other costs will be borne by the party incurring them.
45

46 **Section 14.3.3.6.**

47 The total costs of the stenographic record (if required) will be paid by the party
48 requesting it, unless the request is made by the arbitrator and then the costs will be split

between the two (2) parties. If the other party also requests a copy, that party will pay one half (1/2) of the stenographic costs.

Section 14.4. Grievance Requirements.

Section 14.4.1.

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

Section 14.4.2.

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

Section 14.4.3.

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

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

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

Section 15.2.

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 15.2.1.

To be applied to the 2025-2026 Salary Schedule, the District shall use the midpoint study data collected in April of 2025. The results of that study, if the total compensation of a classification group is below the average for that group, then those wages shall be adjusted retroactively to September 1, 2025.

To be applied to the 2025-2026 Salary Schedule, the District will apply the State IPD of 2.5% to the hourly rate of each classification group. This compensation was already implemented on 9/1/25.

To be applied to the 2026-2027 Salary Schedule, the District will apply IPD + 2% to the hourly rate of each classification group effective September 1, 2026.

To be applied to the 2027-2028 Salary Schedule, the District shall ascertain, no later than April 15, 2027, the average total compensation based on a twelfth (12th) year employee at eight (8) hours per day for each salary level using the following school Districts: Bellevue, Everett, Issaquah, Lake Washington, Marysville, Mukilteo, Northshore, and Shoreline. As a result of

the study, if wages are below the mean wage, then the salaries contained in Schedule A shall be adjusted September 1st, 2027.

To be applied to the 2027-2028 Salary Schedule, the District will apply IPD to the hourly rate of each classification group effective September 1, 2027.

To be applied to the 2028-2029 Salary Schedule, the District shall ascertain, no later than April 15, 2028, the average total compensation based on a twelfth (12th) year employee at eight (8) hours per day for each salary level using the following school Districts: Bellevue, Everett, Issaquah, Lake Washington, Marysville, Mukilteo, Northshore, and Shoreline. As a result of the study, if wages are below the mean wage, then the salaries contained in Schedule A shall be adjusted September 1st, 2028.

To be applied to the 2028-2029 Salary Schedule, the District will apply IPD to the hourly rate of each classification group effective September 1, 2028.

Section 15.3. District Longevity Pay.

Employees who have worked in the District for at least fifteen (15) years will be granted \$1050 in longevity pay per year. Employees who have worked in the District for at least twenty (20) years will be granted \$1215 in longevity pay per year. Employees who have worked in the District for at least twenty-five (25) years will be granted \$1,415 in longevity pay per year. Such longevity pay will be paid on a monthly basis as it is earned. For the purposes of this section only, longevity will be defined as the employee's latest hire date as a regular employee with the District (not including longevity credit transferred from another District).

Effective September 1, 2026, the District will add a ten (10) year longevity step and a thirty (30) year longevity step. Employees who have worked in the District for at least ten (10) years will be granted \$750 in longevity pay per year. Employees who have worked in the District for at least 30 years will be granted \$1600 in longevity pay per year.

Effective September 1, 2027, the District will increase longevity amounts to the following:

10 – 14 years - \$800 per year
15 – 19 years - \$1100 per year
20 - 24 years - \$1250 per year
24 - 29 years - \$1450 per year
30 years or more - \$1600 per year

Section 15.4. Professional Standards Program.

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

Basic Standards Certificate	\$40.00 per month
Associate Professional Certificate	\$50.00 per month
Associate of Arts Degree (NAEOP Certificate)	\$55.00 per month
Advanced I Certificate	\$60.00 per month
Advanced II Certificate	\$70.00 per month
Advanced III Certificate	\$80.00 per month

Bachelors Degree	\$75.00 per month
Bachelor's Degree (NAEOP Certificate)	\$90.00 per month
Master's Degree (NAEOP Certificate)	\$100.00 per month

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

Section 15.5. Travel Reimbursement.

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

Section 15.6.

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

Section 15.7.

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

Section 15.8.

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

Section 15.9. Interpreter and Translation Stipend for Dual Language Schools

Effective September 1, 2027, the District recognizes interpreter and translation certification for front facing Office Managers and Support Secretaries in Dual Language Schools. The recognized certification must be aligned to the language offering at the Dual Language School. The Office Manager or Office Support Secretary who works in a District recognized Dual Language School must have met the District minimum standards to determine competency for interpretation and translation.

Upon demonstration of meeting competencies, the employee must submit completed documentation to Human Resources. For qualifying positions, stipend payment will begin in the month immediately



1 following confirmation of the competencies, provided request for such recognition has been submitted
2 to Human Resources on or before the end of the pay period.

4 Interpreter and translation certification \$50.00 per month
5
6
7

8 9 ARTICLE XVI

10 11 TERM AND SEPARABILITY OF PROVISIONS

12 13 Section 16.1.

14 The term of this Agreement shall be September 1, 2025, through August 31, 2029.
15

16 Section 16.2.

17 All provisions of this Agreement shall be applicable to the entire term of this Agreement
18 notwithstanding its execution date, except as provided in the following section.
19

20 Section 16.3.

21 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
22 parties in writing.
23

24 Section 16.4.

25 If any provision of this Agreement or the application of any such provision is held invalid, the
26 remainder of this Agreement shall not be affected thereby.
27

28 Section 16.5.

29 Neither party shall be compelled to comply to any provision of the Agreement which conflicts with
30 State or Federal statutes or regulations promulgated pursuant thereto or opinions of the State Attorney
31 General.
32

32 Section 16.6.

33 In the event either of the two (2) previous sections is determined to apply to any provision of the
34 Agreement, such provision shall be renegotiated pursuant to Section 16.2.
35
36

37 38 ARTICLE XVII

39 40 STRIKE OR WORK STOPPAGE

41 Section 17.1.

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

Section 18.1.

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

At any time during the year, if a supervisor is concerned that an employee's performance is unsatisfactory, the supervisor will discuss the performance concerns with the employee and state the performance expectations prior to being placed in the evaluation, allowing the employee the opportunity to correct the behavior.

Section 18.2.

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

Section 18.3.

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

Section 18.4.

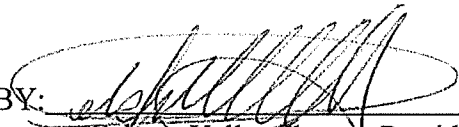
If an evaluator determines that an employee's performance needs improvement, the evaluator will develop and present an improvement plan to such employee, provided that this Article shall not be construed in any way as prohibiting the District from disciplining or dismissing an employee whose performance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

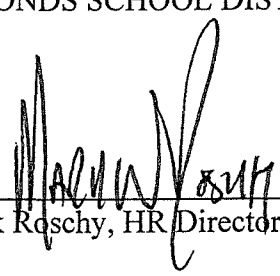
SIGNATURE PAGE

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5 PUBLIC SCHOOL EMPLOYEES
6 OF WASHINGTON / SEIU LOCAL 1948
7

8 PUBLIC SCHOOL EMPLOYEES
9 OF EDMONDS OP CHAPTER #1106
10

EDMONDS SCHOOL DISTRICT #15

11
12
13
14 BY: 
15 Celeste Valle, Chapter President
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20 BY: 
21 Mark Roschy, HR Director, Classified Staff
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DATE: 2/13/26

DATE: 2/12/26

SCHEDULE A
EMPLOYEE COMPENSATION
EDMONDS SCHOOL DISTRICT NO. 15
September 1, 2025 - August 31, 2026

EDMONDS ASSOCIATION OF OFFICE PERSONNEL

Salary Level	Hourly Rate
A	\$32.85
B	\$34.26
C	\$35.84
D	\$36.40
E	\$38.52
F	\$40.27

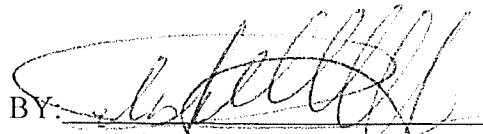
Employees receive: Paid Holidays, Paid Sick Leave, Paid Personal Leave, Monthly District contributions to a VEBA account, Longevity Pay based on District longevity, Pay in Lieu of Vacation OR Paid Vacation depending on position.

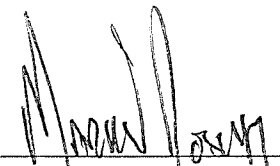
Positions may be retirement eligible per State guidelines.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF EDMONDS OP CHAPTER #1106

EDMONDS SCHOOL DISTRICT #15

BY: 
Celeste Valle, Chapter President

BY: 
Mark Roschy, HR Director, Classified Staff

DATE: 2/13/26

DATE: 2/12/26

APPENDIX A
OFFICE PERSONNEL POSITION REVIEW PROCESS

1. A job incumbent initiates the Position Review Process by submitting a completed Position Description Questionnaire (PDQ) to Human Resources. Human Resources may also request that a job incumbent complete a PDQ if the incumbent's position will be impacted as a result of reorganization or if the review of one position necessitates the review of other positions.
 - a. Incumbents are highly encouraged to discuss the changes in their position duties with a Human Resource representative to help assess whether the changes justify a position review. Experience and education not required by the District, an increase in volume of work assigned, additional duties assumed by the employee without the approval of the employee's supervisor, and personal ability will not affect job classification and shall not serve as reasons for submitting a PDQ.
 - b. The job incumbent must submit a PDQ by November 30th for a position review during the current contract year. The effective date for any change in pay rate will be the first day of the current contract year.
 - c. A PDQ may be submitted after the November 30th deadline if changes occur to position responsibilities during the contract year. The effective date for any change in rate of pay will be the first day of the month following the date the PDQ is stamped received by Human Resources. Position requests received after the November 30th deadline will be reviewed after all requests submitted by the deadline have been completed.
2. Human Resources conducts an audit of the incumbent's position by May 1st.
 - a. The position audit includes an interview with the job incumbent and the incumbent's supervisor. Human Resources may choose to interview additional staff members if necessary to thoroughly review the position duties.
 - b. Human Resources prepares and distributes an updated job description to the incumbent, the incumbent's supervisor and any other parties who were interviewed about the position, for their review and comment. A final job description is prepared by Human Resources and approved by the incumbent and the incumbent's supervisor.
 - c. If Human Resources believes the position audit raises a question as to whether the position should be considered for classification outside of the Office Personnel bargaining unit, position information will be presented to a joint committee comprised of an equal number of Office Personnel representatives and representatives of other relevant bargaining units as appointed by each Association. The joint committee will consult with Human Resources on the appropriate bargaining unit classification for the position.
3. The Office Personnel Review Committee is responsible for considering requests for review of position placement on Schedule A. This committee will consist of no fewer than four and no more than six representatives selected by the Edmonds Association of Office Personnel, and no more than four representatives selected by the District.



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

1
2
3 MEMORANDUM OF UNDERSTANDING
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5

6 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
7 FOLLOWING UNDERSTANDING(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
8 WASHINGTON/SEIU LOCAL 1948 EDMONDS OP CHAPTER #1106 AND THE EDMONDS
9 SCHOOL DISTRICT #15. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI,
10 SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
11

12 The Union and the District agree to form a committee with the purpose of building online
13 training modules for new OP employees. The committee shall commence in April of 2026 and
14 conclude by April of 2027. The committee shall be made up of 4 District Representatives (i.e.
15 HR, Finance, Data, Technology), chosen by the District and 4 Office Personnel Representatives
16 (2 Office Managers and 2 Office Support Secretaries), chosen by the Association. The Office
17 Personnel Representatives will timesheet all committee work outside of their assigned work
18 schedule.
19

20 The committee's work will consist of the following:
21 Determine a list of topics/subject areas that should have training modules developed.
22 Participate in building the modules with District Representative staff.
23 Provide input for module accuracy.
24

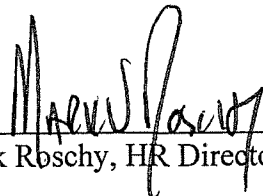
25 The intent of the committee's work is to have easily accessible and on-demand resources for new
26 Office Personnel employees. Employees would continue to have access to other district trainings
27 and access to district supports in addition to these training modules.
28
29

30 PUBLIC SCHOOL EMPLOYEES
31 OF WASHINGTON / SEIU LOCAL 1948
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33 PUBLIC SCHOOL EMPLOYEES
34 OF EDMONDS OP CHAPTER #1106
35

EDMONDS SCHOOL DISTRICT #15

36
37
38 BY: 
39 Celeste Valle, Chapter President
40

BY: 
Mark Roschy, HR Director, Classified Staff

41
42 DATE: 2/13/26
43
44
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DATE: 2/12/26

