

COLLECTIVE BARGAINING AGREEMENT
LAKE STEVENS SCHOOL DISTRICT #4
AND
PUBLIC SCHOOL EMPLOYEES OF
LAKE STEVENS - OFFICE PROFESSIONALS #1111
SEPTEMBER 1, 2019 - AUGUST 31, 2022



Public School Employees of Washington / SEIU Local 1948
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TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR NEGOTIATION	6
ARTICLE VI ASSOCIATION REPRESENTATION	6
ARTICLE VII HOURS OF WORK	7
ARTICLE VIII HOLIDAYS AND VACATION	9
ARTICLE IX SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE	10
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	16
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	19
ARTICLE XII INSURANCE AND RETIREMENT	19
ARTICLE XIII PROFESSIONAL DEVELOPMENT	20
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	21
ARTICLE XV GRIEVANCE PROCEDURE	23
ARTICLE XVI NO STRIKE AGREEMENT	24
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	25
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	27
ARTICLE XIX EVALUATIONS	27
ARTICLE XX EMPLOYEE NOTICE TO DISTRICT	28
SIGNATURE PAGE	29
SCHEDULE A	30
SCHEDULE B	31

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P R E A M B L E

This Agreement is made and entered into between Lake Stevens School District (hereinafter "District") and the Lake Stevens School District Office Professionals, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative for all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

Section 1.3.

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

Section 1.3.1. Definitions.

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

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

Substitute Employee shall be defined as a person who is available for work on a day-to-day basis but not required to report for work each day.

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

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

3
4 Temporary Position shall be defined as an opening that is expected to be more than sixty (60) calendar
5 days, but less than a school year, to address a temporary situation.

6
7 **Section 1.4.**

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

11
12 **Section 1.5. Substitute Employees.**

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

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22 **ARTICLE II**

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24 **RIGHTS OF THE EMPLOYER**

25
26 **Section 2.1.**

27 It is agreed that the customary and usual rights, powers, functions, and authority of management are
28 vested in management officials of the District. Included in these rights in accordance with and subject
29 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
30 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
31 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
32 release employees from duties because of lack of work or for other legitimate reasons. The District
33 shall retain the right to maintain efficiency of the District operation by determining the methods, the
34 means, and the personnel by which operations undertaken by the employees in the unit are to be
35 conducted.

36
37 **Section 2.2.**

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

43
44 **Section 2.3.**

45 It is recognized that the School District is a public employer.
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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

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

Section 3.3.

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

Section 3.4.

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

Section 3.5.

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

Section 3.6. Personnel Files.

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

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

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

1 **Section 3.6.1.**

2 Except for material that relates to student health, safety and/or material required to be
3 maintained by state or federal law information forming the basis of employee discipline shall
4 be limited to matters/events occurring during the current school year and the preceding three
5 (3) school years. Those materials older than three (3) years shall be removed from an
6 employee’s personnel file upon request by the employee.
7

8 **Section 3.7.**

9 All bargaining unit job descriptions will be posted on the school district website. Job descriptions will
10 be reviewed by the District on an on-going basis, as needed. Amended or newly created job
11 descriptions in draft form will be provided the PSE President for review and comment. Said job
12 descriptions shall also be distributed to employees holding the same or similar position for review and
13 comment to be submitted to the PSE President. The PSE President’s comments must be returned to
14 Human Resources no later than ten (10) work days from receipt of such draft job descriptions. Newly
15 created positions shall be submitted to the LMC for review and assignment to Schedule A.
16

17 **Section 3.7.1.**

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

24 **RIGHTS OF THE ASSOCIATION**

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28 **Section 4.1.**

29 The Association has the right and responsibility to represent the interests of all employees in the
30 bargaining unit; to present its views to the District on matters of concern, either orally or in writing; to
31 consult or to be consulted with respect to matters that relate to hours, wages, working conditions, and
32 grievances of employees within the bargaining unit; and to enter collective negotiations with the object
33 of reaching an agreement applicable to all employees within the bargaining unit.
34

35 **Section 4.2.**

36 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
37 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
38 Articles contained herein. The Association is entitled to have an observer at hearings conducted by
39 any District official or body arising out of grievance and to make known the Association’s views
40 concerning the case.
41

42 **Section 4.3.**

43 The District shall post a copy of this Agreement on the District website as required by law. New
44 employees will be directed to the site at the time of hire. If any employee requests a paper copy of this
45 Agreement, one will be provided for them.
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1 **Section 4.4.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to
3 appropriate officials of the Public School Employees of Washington State Organization.
4

5 **Section 4.5. Union Leave.**

6 Designated representatives of the Association will be provided time off without loss of pay to a
7 maximum of ten (10) days per year to attend local, State or National meetings. As much notice as
8 possible will be given to the employee's immediate supervisor prior to attendance at such meetings.
9

10 **Section 4.6.**

11 On or before the first day of November or the completion of contract negotiations, whichever is later,
12 the District will provide Public School Employees of Washington with information regarding each
13 employee of the bargaining unit as it pertains to their individual work agreement (Appendix A). In the
14 month of March, another report will be provided to update any changes.
15

16 **Section 4.7.**

17 Representatives of the Association, upon making their presence known to the District, shall have
18 access to the District premises during business hours, provided, that no conferences or meetings
19 between employees and Association representatives will in any way hamper or obstruct the normal
20 flow of work.
21

22 **Section 4.8. Bulletin Boards.**

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

30 **Section 4.8.1.**

31 The responsibility for the prompt removal of notices from the bulletin boards after they have
32 served their purpose shall rest with the individual who posted such notices.
33

34 **Section 4.8.2.**

35 The School Board and/or District administrative staff shall not assume responsibility or liability
36 for any notices posted by the Association or its members.
37

38 **Section 4.9. New Member Orientation.**

39 The District will provide PSE-OP reasonable access to new employees of the bargaining unit for the
40 purposes of presenting information about PSE-OP to the new employee. "Reasonable access" for the
41 purposes of this section means the access to the new employee occurs within two (2) weeks of the
42 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and
43 the access occurs during the new employee's regular work hours at the employee's regular worksite, or
44 at a location mutually agreed to by the District and PSE-OP.
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1 **Section 4.10. Inter-School Mail/Email.**

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

5
6 **Section 4.11. Availability of Information.**

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

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14 **ARTICLE V**

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16 **APPROPRIATE MATTERS FOR NEGOTIATION**

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18 **Section 5.1.**

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

22
23 **Section 5.2.**

24 It is further agreed and understood that the District will consult with the Association, and meet with the
25 Association upon its request, in the formulation of any changes being considered in existing benefits
26 (as listed in Section 12.1 herein).

27
28 **Section 5.3.**

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

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34 **ARTICLE VI**

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36 **ASSOCIATION REPRESENTATION**

37
38 **Section 6.1.**

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

43
44 **Section 6.1.1. Labor Management Committee Meetings.**

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

1 **Section 7.4.**

2 Employees requested to work a shift regularly filled by a higher paid employee shall be compensated
3 at the rate they would be paid if they assumed the position permanently.
4

5 **Section 7.5.**

6 All, with the exception of those defined in Section 7.5.1, hours worked in excess of eight (8) hours per
7 day or forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the
8 employee's base pay. Paid leaves shall be considered hours worked.
9

10 **Section 7.5.1.**

11 All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be
12 compensated at the rate of one and one-half (1-1/2) times the employee's base pay if the
13 employee is working a shift and workweek as defined in Section 7.1.1.
14

15 **Section 7.6.**

16 Employees called back on a regular work day or weekend for a special service shall receive no less
17 than two (2) hours pay at time and one-half.
18

19 **Section 7.7.**

20 Employees required by their supervisor to work through their regular lunch periods will be given time
21 to eat at a time agreed upon by the employee and supervisor. In the event the supervisor requires an
22 employee to forego a lunch period and the employee works the entire shift, including the lunch period,
23 the employee shall be compensated for the foregone lunch period at overtime rates. Such an event
24 would be considered an overtime request. The employee, with the supervisor's approval, shall have
25 the option of leaving one-half (1/2) hour early under these conditions.
26

27 **Section 7.8.**

28 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
29 District will make every effort to notify each employee to refrain from coming to work. Employees
30 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
31 closure; provided, however, no employee shall be entitled to any such compensation in the event of
32 actual notification by the District of the closure prior to leaving home for work. Notification will be by
33 radio announcement, television, internet and/or telephone.
34

35 On days of late student start due to inclement weather, plant inoperation or the like, employees shall
36 not be required to be in attendance until thirty (30) minutes before and thirty (30) minutes after the
37 student day.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

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

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

*Applicable to twelve (12) month employees only.

Section 8.1.1. Worked Holidays.

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

Section 8.1.2. Holidays During Vacation Or On A Weekend.

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

Section 8.1.3.

Employees working in schools whose regular assignment extends one (1) or more hours after students are released on the day before Thanksgiving, and the last student day before Winter Break, and employees working in locations other than schools whose regular assignment extends one (1) or more hours after students on the late start elementary schedule are released on the days listed above will be allowed to leave one (1) hour after elementary students are dismissed without loss of pay. An exception to above early release would be an emergency situation in which an office professional is directed by their supervisor to help with such a situation. All such time shall be recorded as extra Personal Leave and cannot be used or exchanged for any other work dates.

Section 8.2. Vacations.

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

Section 8.3.

Each employee who by the September 1 accrual date has completed less than one (1) year of service will receive vacation time prorated to time worked. For the purposes of calculating vacation days for succeeding years, employees who have been actively employed for at least one-half (1/2) of the employment year by September 1 shall advance one (1) year of service on Schedule B.

1 **Section 8.4.**

2 All vacation pay shall be based on the employee’s regular daily base pay in effect at the time of the
3 vacation.
4

5 **Section 8.5.**

6 Any vacation days currently due but unused by the new accrual date each year may be carried over for
7 one (1) year following the accrual date with the written approval of the immediate supervisor and the
8 Assistant Superintendent of Human Resources. No vacation may be carried over for more than one (1)
9 year beyond the date on which it became due; provided, however, no employee shall be denied accrued
10 vacation benefits due to District employment needs.
11

12 **Section 8.6.**

13 Employees that work less than twelve (12) months per year shall not utilize vacation time during the
14 regular school year and shall therefore receive payment for unused accrued vacation credit spread over
15 twelve (12) months. Any employee discharged or terminated shall receive payment on unused accrued
16 vacation credit with the final pay check.
17

18 **Section 8.6.1. Work Year.**

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

29 **SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE**

30 **Section 9.1. Sick Leave.**

31
32 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
33 however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An
34 employee who works ten (10) working days in any calendar month will be given credit for the full
35 calendar month. Sick leave shall be vested when earned and may be accumulated to the legal limit.
36 The District shall project the number of annual days of sick leave at the beginning of the school year
37 according to the estimated calendar months the employee is to work during that year. The employee
38 shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick
39 leave benefits shall be paid on the basis of base hourly rate applicable to the employee’s normal daily
40 work shift; provided, however, that should an employee’s normal daily work shift increase or decrease
41 subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance
42 with the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated
43 benefits will be expended on an hourly rather than a daily basis.
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1 Sick leave may be used for the following, FMLA and/or state statutes may apply:

- 2
- 3 1. An employee's mental or physical illness, injury or health condition; to accommodate the
- 4 employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or
- 5 health condition; or an employee's need for preventive medical or dental care.
- 6 2. To allow the employee to provide care for a family member or a permanent member of the
- 7 employee's household with a mental or physical illness, injury, or health condition, care of a family
- 8 member who needs preventive medical or dental care.
- 9 3. When the district has been closed by order of a public official for any health-related reason or
- 10 when an employee's child's school or place of care has been closed for such a reason provided that
- 11 the employee has complied with School Board Policy 4650; Staff Immunizations.
- 12

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

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

22

23 **Section 9.1.2.**

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

28

29 **Section 9.1.3.**

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

33

34 **Section 9.1.4.**

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

40

41 **Section 9.1.5.**

42 In the event an employee sustains a duty-incurred injury and is temporarily disabled, earns no
43 compensation and is covered by Labor and Industries or similar workman's compensation
44 program, the District shall pay the Employer contributions to the Public Employee's
45 Retirement System; provided, the employee pays her/his contribution and further provided, the
46 employee has exhausted her/his sick leave. Contributions shall be based on the regular
47 compensation which the employee would have received had the disability not occurred.
48 Payments to the Retirement System on behalf of any temporarily disabled employee shall not

1 exceed twelve (12) consecutive months. Any interest assessed by the Retirement System on
2 retroactive payments shall be paid by the District.
3

4 **Section 9.1.6. Family Illness.**

5 Upon request, leave shall be granted for serious illness in the employee's immediate family.
6 Immediate family shall be understood to include spouse, children, siblings, parents, or other
7 dependents living in the home. The Superintendent/Designee, at his/her discretion, may
8 request verification of an illness within twenty (20) days of the employee's return from such
9 leave.
10

11 **Section 9.2. Personal Leave.**

12 Each employee shall be granted three (3) days of personal leave. Such leave is non-cumulative and
13 shall be granted with pay. Employees must notify their supervisor of their plans to take personal leave
14 with as much advance notice as possible and shall not require a reason or explanation other than
15 personal.
16

17 **Section 9.2.1.**

18 Personal leave used during the months of September and June shall require the approval of the
19 immediate supervisor and Executive Director of Human Resources. Twelve (12) month
20 employees shall not be subject to this limitation.
21

22 **Section 9.2.2.**

23 The District shall cash out all unused personal leave at Step One of the employee's pay
24 category. Employees shall be paid out no later than the end of September for the previous
25 school year. Employees may request on a form generated by Human Resources to carry over
26 one or two days of personal leave into the subsequent school year. The request must be made
27 by June 30th of the current year, or all unused personal days will be cashed out at Step One of
28 the employee's pay category. In the event of a double maintenance and operations levy failure,
29 this cash out provision of this section shall not apply for the following school year.
30

31 **Section 9.2.3. Emergency Leave.**

32 In the event of situations which are unplanned and which require the employee to absent
33 himself/herself from duties, emergency leave shall be granted. Such leave may be used in the
34 event of situations involving physical danger to personal property (fire, flood, or other act of
35 God) or other unforeseen situations that cannot be handled outside the regular school day.
36 Emergency leave requests shall be granted for emergencies of compelling nature:
37

- 38 A. The problem must have been suddenly precipitated, must be of such nature that
39 preplanning is not possible, OR where preplanning could not relieve the necessity for
40 the employee's absence.
- 41 B. The problem cannot be one of minor importance or of mere convenience, but must be of
42 a serious nature.
- 43 C. When school is in session, weather conditions to and from school shall not be
44 considered as a valid reason for emergency leave.
- 45 D. Car trouble, with the exception of an accident, shall not be a valid reason for emergency
46 leave.
47
48

1 Obtaining family illness/personal/emergency leave by fraud, deceit, or falsified statement shall
2 result in disciplinary action ranging from loss of one day's salary to discharge.

3
4 In the event prior approval is obtained, no adverse action may be taken unless the employee is
5 found to have made false statements regarding the leave.

6
7 **Section 9.3. Bereavement Leave.**

8 Bereavement may be used for personal grief, to attend funeral services, to assist in necessary
9 arrangements, and/or to aid other members of the family in restoring order to their lives. Each
10 employee shall be entitled to a maximum of three (3) days leave with pay, per instance, for absence
11 caused by death of an employee's or domestic partner's child, step-child, spouse or domestic partner,
12 parent, step-parent, grandparent, domestic partner's grandparent, grandchild, domestic partner's
13 grandchild, sibling, domestic partner's sibling, or parent-in-law or person who had been living in the
14 employee's household. Upon request and approval by the Executive Director of Human Resources,
15 the days can be broken up within the school year to accommodate estate planning. Two (2) additional
16 days with pay will be extended by the Superintendent or his/her designee for travel outside of the State.
17 Upon request, two (2) additional days with pay may be extended by the superintendent or his/her
18 designee for extenuating circumstances provided the total maximum bereavement days with pay shall
19 not exceed five (5) days per instance. Upon request, the Superintendent or his/her designee, at his/her
20 discretion, may extend above list. Such bereavement leave shall not be deducted from sick leave.
21 Bereavement leave is non-cumulative.

22
23 **Section 9.3.1.**

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

26
27 **Section 9.4. Parental Leave.**

28 A parental leave of absence shall be granted to an employee for the period of sickness or temporary
29 disability, upon request. In connection therewith, the employee may:

- 30
31 A. Use accumulated sick leave to cover the temporary disabilities caused or contributed to by
32 pregnancy, miscarriage, abortion, childbirth and recovery there from, or;
33 B. Request a leave, without pay, for a period of up to twelve (12) months pursuant to Section 9.7
34 of this Agreement, or;
35 C. Terminate employment.

36
37 The employee shall inform the District at least thirty (30) calendar days in advance of the intention to
38 take leave, or, in case of emergency preventing the same, as soon as possible. The employee shall
39 inform the District of the approximate time the employee expects to leave and return to work and if the
40 employee wishes to return to the same position. Within thirty (30) calendar days after the incident of
41 childbirth, miscarriage or abortion, the employee shall inform the District of the specific date of return
42 to work.

43
44 **Section 9.4.1.**

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

1 **Section 9.5.**

2 All employees regularly assigned four (4) or more hours per day shall be eligible for Family Medical
3 Leave Act (FMLA). All other aspects of FMLA shall be administered as legally determined by the
4 District. FMLA and WPFMLA shall run concurrently. Employees replacing staff on FMLA are not
5 entitled to insurance benefits.
6

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

8 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
9 (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for
10 this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the
11 past calendar year. Such leave shall be used concurrently with the employee's other leave
12 entitlements.
13

14 **Section 9.7. Military Leave.**

15 Up to twenty-one days of military training/duty leave will be granted when an employee who is a
16 member of the National Guard or any Reserve Branch of the Armed Forces of the United States is
17 ordered to active duty. This military leave will be granted without loss of pay or other benefits.
18 Military leave will not be granted when the employee has choices of time for training/duty and one of
19 the times is not in conflict with his/her normal workdays.
20

- 21 1. Employees must be granted a military leave of absence without pay for service in the
22 uniformed services of the United States or the state, and to reinstatement as provided in Chapter
23 73.16 RCW and WAC 367-31-370.
- 24 2. No adjustments are made to the seniority date, anniversary date, unbroken service date,
25 vacation leave accrual rate, or periodic increment date while an employee is on paid military
26 leave or a military leave of absence without pay or any combination thereof.
- 27 3. An employee whose spouse is being called into active duty will receive up to fifteen (15) days
28 of unpaid leave in accordance with the Washington State Family and Military Leave Act.
29

30 **Section 9.8. Domestic Violence Victims.**

31 Employment Leave Employees will be granted domestic violence-victims employment leave in
32 accordance with the Domestic Violence-Victims-Employment Act.
33

34 **Section 9.9. Judicial Leave.**

35 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
36 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
37 required presence in court. If on any day an employee is released from jury duty at such time that on
38 return to place of employment the employee can complete one-half of the usual work shift, the
39 employee shall report back to complete such work shift.
40

41 **Section 9.10. Leave of Absence.**

42 **Section 9.10.1.**

43 Upon recommendation of the immediate supervisor to the Superintendent or designee, an
44 employee may be granted a leave of absence for a period not to exceed one (1) year; provided,
45 however, if such leave is granted due to extended illness, one (1) additional year may be
46 granted. Applicant cannot be gainfully employed on another job unless mutually agreed by the
47 District and the employee.
48

1 **Section 9.10.2.**

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

7
8 **Section 9.10.3.**

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

13
14 **Section 9.11. Leave Sharing.**

15 Employees may donate sick leave/annual leave to come to the aid of a fellow employee within the PSE
16 Office Professionals bargaining unit, or within any other Lake Stevens School District bargaining unit
17 with a reciprocity agreement, who is called to serve in the U.S. Armed Forces or is suffering from or
18 has a relative or household member suffering from an extraordinary or severe illness, impairment, or
19 physical or mental condition which has caused or is likely to cause the employee to take leave without
20 pay or to terminate his or her employment. Annual or sick leave may also be donated to a fellow
21 employee who is a victim of domestic violence, sexual assault or stalking; a fellow employee who is
22 sick or temporarily disabled because of pregnancy disability; for the purpose of parental leave to bond
23 with the employee’s newborn, adoptive, or foster child. Employees accessing parental leave sharing
24 may maintain up to forty (40) hours of accrued leave in reserve,

25
26 The provisions contained in this section apply specifically to the donation and receipt of illness injury
27 and emergency leave accrued by a certificated employee under the provisions of RCW 28A.400.300(1)
28 (b), and for personal leave under the provisions of RCW 41.04.655

29
30 **Section 9.11.1.**

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

- 34
35 1. Definitions:
- 36 a. “Parental leave” means to bond and care for a newborn child after birth or to bond and
37 care for a child after placement for adoption or foster care, for a period of up to sixteen
38 (16) weeks after the birth or placement.
 - 39 b. “Pregnancy disability” means a pregnancy-related medical condition or miscarriage.
- 40 2. Donation of Leave: Employees who do not receive annual leave (vacation) may donate
41 sick leave to specific individuals or pool using the following criteria.
- 42 a. The employee must have accrued more than twenty-two (22) days of sick leave.
 - 43 b. Employees may not donate more than six (6) days of sick leave in a school year.
 - 44 c. Employees may not donate an amount of sick leave that will result in his or her sick
45 leave account going below twenty-two (22) days.
 - 46 d. All donated sick leave must be given voluntarily.
 - 47 e. A “day” is based on eight (8) hours. Donations are to be made on an hour-for-hour
48 basis.

- 1 f. No more leave may be donated than the recipient can use, e.g., no more than five
2 hundred and twenty- two (522) days during the recipient’s entire term of Washington
3 State School District employment.
- 4 3. Eligibility to Receive Shard Leave: An employee may receive donated leave under the
5 following conditions:
- 6 a. The employee’s job is one in which sick leave can be used and accrued.
7 b. The employee is not eligible for time loss compensation, September 1 through August
8 31.
9 c. The employee has abided by the District policies regarding the use of sick leave.
10 d. The employee has exhausted, or will exhaust, his or her sick leave. Employees
11 accessing parental leave share may maintain up to forty (40) hours of leave in reserve.
12 e. The condition has caused, or is likely to cause, the employee to go on leave without pay
13 or terminate District employment.

14
15 **Section 9.11.2.**

16 Two Hundred and Sixty (260) day employees who receive vacation days may donate their
17 unused vacation days to specific individuals using the following criteria:

- 18 1. The employee’s accrued vacation day balance cannot fall below ten (10) days.
19 2. All donated vacation days must be given voluntarily.
20 3. A “day” is based on eight (8) hours. Donations are to be made on an hour-for-hour
21 basis.
22
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26 **ARTICLE X**

27
28 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

29
30 **Section 10.1.**

31 The seniority of an employee within the bargaining unit shall be established as of the date on which the
32 employee began continuous daily employment as a regular employee within the bargaining unit
33 (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.
34

35 **Section 10.2.**

36 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
37 days following the hire date. During this probationary period the District may discharge such
38 employee at its discretion.
39

40 **Section 10.3.**

41 Upon completion of the probationary period, the employee will be subject to all rights and duties
42 contained in this Agreement retroactive to the hire date.
43

44 **Section 10.4.**

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

- 46 A. Resignation;
47 B. Discharge for justifiable cause;
48

1 C. Retirement.

2
3 **Section 10.5.**

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

- 5
6 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
7 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
8 United States;
9 C. Time spent on other authorized leaves; or
10 D. Time spent in layoff status as hereinafter provided.

11
12 **Section 10.5.1.**

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

16
17 **Section 10.6.**

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

20
21 **Section 10.7.**

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

28
29 **Section 10.7.1.**

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

- 32
33 A. Seniority list containing all members within the bargaining unit will be generated and
34 distributed to the Association.
35 B. Written notification of the name of the employee who is currently occupying the position
36 that is being reduced or eliminated will be provided to the building administrator or
37 department supervisor and Association.
38 C. An employee displaced by reduction in hours or elimination of his/her position shall be
39 reassigned to an equal position held by a less senior employee when ability, performance,
40 and skills are substantially equal with the less senior employee.
41 D. Employee may not be placed in a position that will increase the employee's annual work
42 hours or hourly wage over and above the employee's current annual work hours and hourly
43 wage at the time of layoff/reduction.
44 E. Displaced employees unable to be placed in their current group shall have the right to
45 displace other employees less senior to them in positions which pay less than their current
46 position when ability, performance and skills are substantially equal with junior employee.

1 F. In the event there are no currently staffed positions that meet the qualifications of C, D and
2 E above, the displaced employee will be placed in layoff status and shall be re-employed in
3 accordance with Section 10.9 of the collective bargaining agreement.
4

5 **Section 10.8.**

6 The District shall publicize for a minimum of five (5) business days the availability of new or open
7 positions as soon as practicable after the District is apprised of the opening. Posting shall occur on the
8 District's application system and shall include the appropriate job description. A copy of the job
9 posting shall be forwarded to the President of the Association.
10

11 **Section 10.9.**

12 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by
13 the District according to layoff ranking. Such employees are to have priority in filling an opening in
14 the classification held immediately prior to layoff. Names shall remain on the re-employment list for
15 eighteen (18) months.
16

17 **Section 10.10.**

18 Employees on layoff status shall file their addresses in writing with the personnel office of the District
19 and shall thereafter promptly advise the District in writing of any change of address.
20

21 **Section 10.11.**

22 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not
23 comply with the requirements of Section 10.10, or if the employee does not respond to a notice of
24 vacancy within the employee's job classification within fifteen (15) days. The District shall mail
25 notices of job vacancies to those named on the re-employment list.
26

27 **Section 10.12.**

28 An employee on layoff status who twice rejects an offer of re-employment forfeits seniority and all
29 other accrued benefits; provided, that such employee is offered a position substantially equal to that
30 held prior to layoff.
31

32 **Section 10.13.**

33 A regular employee filling a temporary vacancy/position shall return to his/her regular assignment at
34 the end of the temporary vacancy/position. If said position has been eliminated through reduction in
35 force or a change in District program, the employee shall be assigned to a similar position if qualified.
36 If a similar position does not exist, or the position is held by a more senior employee, the employee
37 returning from the temporary vacancy/position shall be treated in accordance with Article X.
38

39 **Section 10.14.**

40 A temporary employee, upon completion of thirty (30) calendar days of employment in the same
41 assignment, shall be eligible for the following benefits on the same basis as a regular employee:
42 holidays, sick leave, bereavement leave, health and welfare, and open positions.
43

44 **Section 10.15.**

45 A temporary employee shall be paid at the appropriate classification and step on
46 Schedule A.
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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 11.2. Notification of Non-Annual Employees.

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

Section 11.2.1.

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

Section 11.3.

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

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

Beginning January 1, 2020, and each year thereafter, the parties agree to abide by the provisions of ESHB 1109 which has mandated the creation of the School Employees Benefit Board (SEBB). The employer agrees to follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, and the School Employees' Benefits Board (SEBB).

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

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

1 union membership and respect all employees' decisions to join or not join and maintain membership in
2 their exclusive professional union PSE/SEIU 1948 pursuant to RCW 41.56.140. All bargaining unit
3 employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon
4 employment with the District in the bargaining unit.

5
6 **Section 14.2. Membership Rescission.**

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

13
14 **Section 14.3. New Hire Notification.**

15 The District will notify PSE/SEIU 1948 and the agreed bargaining unit representative of all new hires
16 within ten (10) working days of the hire date, or as soon as practical, including name, home, mailing
17 address, job title, work email, work location and hire date. The Association will inform the new hire of
18 the terms and conditions of this Article.

19
20 **Section 14.4. Dues and Checkoff.**

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

30
31 **Section 14.4.1. Local PSE Chapter Dues.**

32 The District shall deduct local dues monthly as established by the Local PSE Chapter and remit
33 the same to the treasurer of the chapter by regular U.S. Mail. The District shall be notified by
34 September 1st of any year that there is a change to the amounts of monthly dues.

35
36 **Section 14.5. Political Action Committee.**

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

43
44 **Section 14.6. Hold Harmless.**

45 The Union agrees to indemnify, defend and hold the District harmless against any penalties, fines,
46 sanctions or payments (including payments to employees for wrongfully withheld wages), attributable
47 to withholdings pursuant to authorization deductions that have been submitted on the Union's

1 voluntary COPE contribution forms. The Union agrees to refund the District any amount paid in error
2 because of the dues deduction provision.

3
4 **Section 14.7. Agency Fee Restoration Contingency.**

5 In the event there is a change in law or holding by a court of competent jurisdiction that allows for the
6 withholding of dues or equivalent fee as a condition of employment. PSE/SEIU 1948 and the District
7 agree to restore the union security and dues deduction provisions of the CBA in effect at the time of
8 the Janus Decision.

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10
11 **ARTICLE XV**

12 **GRIEVANCE PROCEDURE**

13
14
15
16 **Section 15.1.**

17 A grievance is defined as an alleged violation of the contractual relationship between employer and
18 employee as provided herein.

19
20 **Section 15.1.1.**

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

26
27 **Section 15.2. Grievance Steps.**

28
29 **Section 15.2.1.**

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

34
35 **Section 15.2.2.**

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

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

45
46 **Section 15.2.3.**

47 The parties shall have ten (10) working days from submittal of the written statement of
48 grievance to resolve it. If an agreeable disposition is made, a written statement indicating

1 disposition of the grievance shall be given the employee and the employee shall submit
2 approval therein in writing in ten (10) days; and the grievance shall thereupon be deemed
3 terminated.
4

5 **Section 15.2.4.**

6 If no settlement has been reached within ten (10) days referred to in the preceding subsection,
7 and the Association believes the grievance to be valid, a written statement of grievance shall be
8 submitted within ten (10) working days to the District Superintendent. After such submission,
9 the parties will have ten (10) working days from submission of the written statement of
10 grievance to resolve it by indicating on the statement of grievance the disposition. If an
11 agreeable disposition is made, all parties to the grievance shall sign it. The District
12 Superintendent reserves the right to summon the employee for an oral statement of the
13 grievance. The employee reserves the right to appear before the District Superintendent to
14 explain the grievance. At any appearance before the District Superintendent, the employee
15 may be accompanied by an Association representative or designee.
16

17 **Section 15.2.5.**

18 If no settlement has been reached within the ten (10) days referred to in the preceding
19 subsection, and the Association believes the grievance to be valid, the employee may demand
20 arbitration of the grievance.
21

22 The grievance shall then be submitted to arbitration under the Voluntary Labor Arbitration
23 Rules of the American Arbitration Association. The arbitrator's award is final and binding.
24 Any reasonable and necessary expenses incurred pursuant to the arbitration, including
25 arbitration fees, shall be paid by the losing party, provided that the parties shall be responsible
26 for their own legal fees and witness costs.
27

28 **Section 15.2.6.**

29 No employees shall be discriminated against because of taking any action under this Article.
30 Where the parties agree, any discussions under this Article may be held on school time.
31
32
33

34 **ARTICLE XVI**

35 **NO-STRIKE AGREEMENT**
36
37

38 **Section 16.1.**

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

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

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

Section 17.2.

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

Section 17.2.1. Longevity Pay.

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

Employees having completed their twenty-fifth (25th) year of documented service shall receive an additional fifty cents (\$0.50) per hour. Employees having completed their thirtieth (30th) year of documented service shall receive an additional twenty-five cents (\$0.25) for a total of one dollar and twenty-five cents (\$1.25).

Section 17.2.2. Salary Increase.

Effective September 1, 2019, the hourly rate of pay of Office Professionals shall be increased by the state inflationary adjustment for K-12 classified employees plus four percent (4%) on Schedule A.

Effective September 1, 2020, the hourly rate of pay of Office Professionals shall be increased by the state inflationary adjustment for K-12 classified employees, plus two percent (2%) on Schedule A.

Effective September 1, 2021, the hourly rate of pay of Office Professionals shall be increased by the state inflationary adjustment for K-12 classified employees plus one percent (1%) on Schedule A.

Section 17.2.3. Special Services Differential.

The Special Services position shall receive a pay differential of an additional two dollars and twenty-five cents (\$2,25) an hour above the Group IV office professional rate of pay.

Section 17.3.

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

1 **Section 17.4.**

2 Incremental steps, including eligibility for longevity, where applicable, shall take effect on September
3 1; provided the employee has been actively employed for at least ninety (90) work days during the
4 previous employment year.

5
6 **Section 17.5.**

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

9
10 **Section 17.6.**

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

13
14 **Section 17.7.**

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

18
19 **Section 17.8.**

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

22
23 **Section 17.9.**

24 The School District shall pay for each District-identified employee's required x-ray, physical
25 examinations, blood borne pathogen tests and immunizations, and permit required for continued
26 employment with the District; provided that the procedure for taking such examinations and securing
27 such permits is pursuant to the requirements of the District.

28
29 **Section 17.10. Reclassification Requests.**

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

38
39 **Section 17.11.**

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

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ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2019 to August 31, 2022.

Section 18.2.

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

Section 18.3.

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

Section 18.4.

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

Section 18.5.

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

Section 18.6.

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

Section 18.7. Significant Resource Change.

PSE/SEIU 1948 and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event of a double levy failure, other significant loss of revenue beyond the control of the District, or significant unexpected increase in revenue, PSE/SEIU 1948 and the District shall meet and confer, share and discuss the cause of the significant change, and as appropriate, bargain.

When the state enacts major funding changes beyond the District's control such as changes in compensation funding or funding of contract days, PSE/SEIU 1948 and the District will meet and confer and, as appropriate, negotiate the impact and effect of such changes to the Agreement.

ARTICLE XIX

EVALUATIONS

Section 19.1.

Employees shall be evaluated based on the mutually agreed upon growth model formatting.

Employees within the bargaining unit shall have a fall goal setting session by October 15th, a check in on the goals in January or February, and then shall be formally evaluated by June 15th, but may be

1 formally evaluated at any time. Newly hired probationary employees shall be evaluated prior to the
2 close of the sixty (60) work day probationary period.

3
4 **Section 19.2.**

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

9
10 **Section 19.3.**

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

13
14 **Section 19.4.**

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

- 17
18 1. The areas of performance deficiency.
19 2. The recommended or desired performance levels.
20 3. The activities necessary to reach the desired performance level.

21
22 The grievance procedure shall apply only to procedural violation of this Article.

23
24
25 **ARTICLE XX**

26
27 **EMPLOYEE NOTICE TO DISRICT**

28
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30 **Section 20.1.**

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

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6 **Signature Page**
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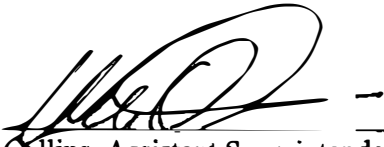
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12 PUBLIC SCHOOL EMPLOYEES
13 OF WASHINGTON/SEIU Local 1948
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17 LAKE STEVENS OFFICE PROFESSIONALS
18 #1111

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21 BY: 
22 Britta Dionne, President
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26 DATE: 8/26/19
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30 LAKE STEVENS SCHOOL DISTRICT #4

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33 BY: 
34 Ken Collins, Assistant Superintendent
35 Human Resource Services
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39 DATE: 8/26/19.
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Schedule A
 Lake Stevens Office Professionals
 September 1, 2019 – August 31, 2020

	Group I	Group II	Group III	Group IV
Step 1	\$21.42	\$22.56	\$24.25	\$26.26
Step 2	\$21.58	\$22.90	\$24.90	\$26.73
Step 3	\$22.57	\$24.18	\$25.83	\$27.73
Step 5	\$23.00	\$24.67	\$26.35	\$28.30
Step 7	\$23.45	\$25.16	\$26.87	\$28.85

Group I

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

Group II

Middle School Attendance
 Mid High Attendance
 Mid High Athletics
 High School Attendance
 High School Departments OP

Group III

ESC Receptionist part-time
 Middle School Bookkeeper-LSMS
 Mid-High Registrar
 Mid High Bookkeeper-CAV
 High School Registrar
 High School Athletic OP
 High School Bookkeeper
 Head OP in Building Under 300 FTE Student Enrollment
 ESC Receptionist full-time

Group IV

CTE OP
 Head OP in Buildings and Department OP
 PTC Head OP
 AP Fiscal Clerks
 Head/Op Support
 Special Services Compliance

WAEOP Professional Standards Program

Advanced Degrees

Basic	.46 per hour	AA or AS Degree	.25 per hour
Associate Professional	.49 per hour	BA or BS Degree	.35 per hour
Advanced I	.56 per hour	MA or MS Degree	.45 per hour
Advanced II	.57 per hour		
Advanced III	.60 per hour		
CEOE	.68 per hour		

Longevity

Fifteen years	\$0.25 per hour
Twenty years	\$0.50 per hour
Twenty-five years	\$1.00
Thirty years	\$1.25

SCHEDULE B
PSE of Lake Stevens – Office Professionals
Vacation Schedule

Years of Service	Days of Work during the School Year			
	180-182	183-202	203-222	223-260
1 – 3	7	8	9	10
4	8	9	10	12
5	9	10	11	14
6	10	11	12	15
7	11	12	13	16
8	12	13	14	17
9	13	14	15	18
10	14	15	16	19
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