

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LAKWOOD SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

LAKWOOD SCHOOL DISTRICT

SEPTEMBER 1, 2008 - AUGUST 31, 2012

PSE STATE OFFICE

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P R E A M B L E

This Agreement is made and entered into between Lakewood School District Number 306 (hereinafter "District"), and Public School Employees of Lakewood School District, Local Chapter of the Public School Employees of Washington (hereinafter "Association").

In consideration of the mutual covenants contained herein, the parties agree as follows:

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 of all employees in the bargaining unit described in Section 1.4.

Section 1.1.1. It is agreed that the Director of Operations, Food Services Supervisor, Maintenance Supervisor, Transportation Supervisor, may perform bargaining unit work only for training and emergencies.

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

Section 1.3.1. Descriptions for all positions subject to this Agreement shall be reviewed for completeness and appropriateness to the work requirements at least every three years.

Section 1.3.2. Any proposed modification of existing position duties and/or requirements and/or the necessary creation of new position descriptions will be considered, at least annually, by a Job Review Committee comprised of three (3) Association members and three (3) District representatives. This committee will have the authority to recommend alterations, modifications, and additional compensation, etc., to the District and the Association for further bargaining if necessary.

Section 1.4. The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the following general job classifications: , Paraeducators, Custodial, Food Service, Maintenance, Nurses, Specialists, Transportation and ECEAP; except the Director of Operations (1), Maintenance Supervisor (1), Transportation Supervisor (1), and the Food Services Supervisor (1), a total of four (4) exemptions.

1 **Section 1.5.** As used in this Agreement, the terms below shall be defined as follows:
2

- 3 1. Hire date: An employee's first day of contracted work in the Lakewood School District or
4 such date as adjusted per specific contract language.
- 5 2. Seniority: An employee's years of service in the Lakewood School District.
- 6 3. Longevity: An employee's total years of service in any Washington State school district.
- 7 4. Work Shift(s): An employee's daily contracted hours.
- 8 5. Day(s): Calendar days.
- 9 6. Work day(s); workday(s); working day(s); day(s) worked: Contracted days, days when
10 school is in session, and/or days when the District office is open.
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14 **ARTICLE II**

15 **RIGHTS OF EMPLOYER**

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18 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of
19 management are vested in management officials of the District. Included in these rights in accordance
20 with applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
21 force, the right to hire, promote, retain and assign employees in positions; the right to suspend,
22 discharge, demote, or take other disciplinary action against employees; and the right to release
23 employees from duties because of lack of work or for other legitimate reasons. The District shall retain
24 the right to maintain efficiency of the District operation by determining the methods, the means, and the
25 personnel by which such operation is conducted.
26

27 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged
28 functions of the District. In making rules and regulations relating to personnel policies, procedures and
29 matters of working conditions, the District shall give due regard and consideration to the rights of the
30 Association and the employees and to the obligations imposed by this Agreement as well as the
31 obligations imposed by District Policies and Procedures and Washington State Law.
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35 **ARTICLE III**

36 **RIGHTS OF EMPLOYEES**

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39 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected
40 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
41 Association. The freedom of such employees to assist the Association shall be recognized as extending
42 to participation in the management of the Association, including presentation of the views of the
43 Association to the Board of Directors of the District or any other governmental body, group, or
44 individual.
45

46 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of
47 appropriate Association representatives and/or appropriate officials of the District.
48

1 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives or
2 other persons present at discussions between themselves and supervisors or other representatives of the
3 District.
4

5 **Section 3.4.** Neither the District, nor the Association, shall unlawfully discriminate against any
6 employee subject to this Agreement on the basis of race, creed, color, gender, sexual orientation,
7 national origin, religion, age or marital status or presence of any sensory, mental or physical handicap,
8 except to the extent of a bona fide reason. This provision shall be interpreted and applied in accordance
9 with the District's affirmative action program.
10

11 **Section 3.5.** There shall be only one (1) official personnel file for each employee. Said files shall be
12 kept in the District administration office. Each employee shall have the right upon request, and after
13 making an appointment for that purpose with the personnel administrator, to review the contents of
14 his/her official personnel file. The review shall be made in the presence of the administrator responsible
15 for safekeeping of these files. During the review employees shall be allowed to copy any material
16 therein and shall be permitted to make a written inventory of material there, and, on request, have such
17 inventory signed and dated by a representative of the administration.
18

19 **Section 3.5.1.** Each employee shall be provided a copy of all material placed in their personnel file
20 within five (5) days of its insertion. An employee may attach comments to any material that is a part of
21 the personnel file. Performance evaluations are a permanent part of the personnel file. All materials
22 entered into personnel files must be dated. An employee may petition the District for removal of any
23 materials placed in his/her personnel file. If said petition is denied, the Superintendent or designee will
24 state in writing the reason(s) for the denial. An employee may attach comments to any material that is
25 part of his/her personnel file.
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29 **ARTICLE IV**

30 **RIGHTS OF THE ASSOCIATION**

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33 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees
34 in the unit, to present its views to the District on matters of concern either orally or in writing, and to
35 enter collective negotiations with the object of reaching an agreement applicable to all employees within
36 the bargaining unit.
37

38 **Section 4.2.** The Association shall promptly be notified by the District of any grievances or disciplinary
39 actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance
40 Procedure Articles contained herein. The Association is entitled to have an observer at hearings
41 conducted by any District official or body arising out of grievance and to make known the Association's
42 views concerning the case.
43

44 **Section 4.3.** The manner in which the Association shall communicate with the District shall be through
45 the Office of the Superintendent. Representatives of the Association shall obtain permission of the
46 Building Principal, Superintendent, or their designees, in order to have access to the premises during
47 business hours, provided that the Building Principal, Superintendent, or designee, shall, upon being
48 requested for access, grant their permission if no hampering or obstruction of work results.

1 **Section 4.4.** The names, hire date, work assignments, addresses, and salary information of employees
2 in the bargaining unit will be provided annually on approximately November 1st to the President of the
3 Association. The preceding data for new employees will be provided to the President of the Association
4 within ten (10) days of their hire date. Such information shall be updated upon request.

5
6 **Section 4.5.** The District will grant up to six (6) days to the Association president, president-elect or an
7 elected delegate, with pay, for negotiations, grievances, or other meetings with the employer or its
8 representatives.

9
10 The Association may use the six (6) days for other meetings under the following conditions:

- 11
12 1. That notice to take the leave be given to the Superintendent at least five (5) days in advance of the
13 date the leave is to begin, if possible.
14 2. That the purpose of the leave shall be clearly stated in the notice to the Superintendent.
15 3. That the Association shall reimburse the District at a substitute rate of pay for each day utilized.

16
17 The District reserves the right to deny any leave that would be illegal or obviously harmful to the
18 educational program.

19
20 **Section 4.6. Bulletin Boards.** Bulletin boards, provided by the Association, shall be given space in
21 each school for the use of the Association. The bulletins posted by the Association are the responsibility
22 of the officials of the Association. Each bulletin shall be signed by the Association official responsible
23 for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or
24 posting by employees or the Association of pamphlets, advertising, political matters, notices of any
25 kind, or literature on District property, other than herein provided.

26
27 **Section 4.6.1.** The responsibility for the prompt removal of notices from the bulletins boards after they
28 have served their purpose shall rest with the Public School Employees of Lakewood.

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32 **ARTICLE V**

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34 **ASSOCIATION REPRESENTATION**

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36 **Section 5.1.** The Association will designate a Summit Committee that will meet with the
37 Superintendent of the District and the Superintendent's representatives on a regular scheduled basis to
38 discuss appropriate matters. The Association agrees to provide the District, in a timely manner, with an
39 agenda of items of interest to discuss related to wages, hours and working conditions. The Association
40 agrees to attempt resolution of concerns related to wages, hours and working conditions with the
41 appropriate District supervisory staff before bringing such items to Summit for discussion. The District
42 may also place items on the agenda related to wages, hours and working conditions and agrees to
43 forward such agenda items to the Association in a timely manner.

1 **Section 5.2.** The Association representatives shall represent the Association and employees in meeting
2 with officials of the District to discuss appropriate matters of mutual interest. They may receive and
3 investigate to conclusion complaints or grievances of employees and thereafter advise employees of
4 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
5 the grievances or complaints. The Association may, in extreme situations, or under unique
6 circumstances, file an "Association Grievance". In the event of an "Association Grievance" no benefit
7 shall accrue to any individual member for the contract year in which the issue arose. The matter shall be
8 resolved through the bargaining process for the subsequent contract year.
9

11 ARTICLE VI

13 **HOURS OF WORK AND OVERTIME**

14 **Section 6.1.** The normal workweek shall consist of five (5) consecutive days followed by two (2)
15 consecutive days of rest.
16

17 **Section 6.2.** The District shall establish work shifts with designated times of beginning and ending.
18 Each shift shall include adequate time to perform assigned duties, including rest periods of fifteen (15)
19 minutes for each four (4) hours of work. Shifts in excess of four (4) hours per day shall include, in
20 addition to the above, an uninterrupted lunch period of not less than thirty (30) minutes, of the
21 employee's own time, to be as near the middle of the shift as possible.
22

23 **Section 6.2.1.** For non-annual employees, a work shift shall be established by October 15 of the current
24 year, and it shall not be reduced in time by more than ten percent (10%) of the daily hours for that
25 school year. Special transportation routes will not be reduced below the initial assigned daily hourly
26 value, or below the average daily hours of all drivers, whichever is less. The District retains the right to
27 place employees in layoff status subject to Article IX (Probation, Seniority and Layoff procedures)
28 herein during the current year.
29

30 **Section 6.3.** Each employee shall be assigned to a definite and regular shift and workweek, which shall
31 not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this
32 notice may be waived by the employee.
33

34 **Section 6.4.** Employees required to work through their regular lunch periods will be given time to eat
35 within their work shift as agreed upon by the employee and the supervisor. In the event an employee is
36 required to forego a lunch period and works the entire shift, including the lunch period, the employee
37 shall be compensated for the foregone lunch period at one and one-half (1½) times the employee's
38 regular hourly rate.
39

40 **Section 6.5.** Unless obviously detrimental to the educational program, work site bargaining unit
41 members who are interested and qualified will have preference in substituting in higher paid open shifts
42 due to leaves. Bargaining unit members who perform the duties of an employee within a higher paying
43 position or classification shall receive the salary of the higher paying position.
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1 **Section 6.6.** Special service shall be defined as any and all work noncontiguous with regular daily work
2 shifts or on an employee's day of rest (except transportation extra trips subject to Section 6.11 herein).
3 Employees performing special services shall be compensated for a minimum of two (2) hours, and for all
4 succeeding hours worked at appropriate rates.

5
6 **Section 6.7.** In the event of an unusual school closure due to inclement weather, plant inoperation, or
7 the like, the District will make every effort to notify each employee to refrain from coming to work.
8 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of
9 such a closure; provided, however, no employee shall be entitled to any such compensation in the event
10 he/she has been actually notified by the District of the closure prior to leaving home for work.
11 Employees will be notified of school closures and delays through phone trees, automated telephone
12 notification, radio, television or Internet.

13
14 **Section 6.8. Overtime.** All hours of work subject to overtime rates of pay shall be approved, in
15 advance, by the District superintendent or designee.

16
17 **Section 6.8.1.** All employees shall be compensated at the rate of one and one-half (1-1/2) times their
18 base rate for all hours worked and/or compensated over forty (40) hours per normal work week, except
19 that this Section is not intended to supersede the terms of Section 7.1.2 of this Agreement.

20
21 **Section 6.9. Compensatory Time Off.** With approval in advance by an employee's supervising
22 administrator, an employee may, at his/her option, request compensatory time off in lieu of overtime
23 compensation or payment for hours worked beyond the employee's normal work shift. Compensatory
24 time, if granted by an employee's supervising administrator, may be accrued; provided, however, that
25 records shall be maintained and there must be a reasonable expectation that the employee will be able to
26 expend the accrued time without disruption to the district program. Records documenting
27 compensatory time will include the date worked, time worked, total hours worked, name of activity,
28 and supervising administrator's signature. The District shall not solicit employees to accept
29 compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in
30 this Article shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked.
31 Compensatory time for employees working less than forty (40) hours per week shall be accrued at the
32 rate of one (1) hour for each hour worked. Unused compensatory time shall be cashed out at the end of
33 July for school year employees and it shall be at the monetary rate at which it was earned. It is expected
34 that employees will use compensatory time in a timely manner and that a plan for doing so will have
35 been discussed with the employee's (s') supervisor as compensatory time is granted.

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37 **Section 6.10.** The Association will be involved in all School Calendar planning.
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ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays. All employees shall receive the following paid holidays that fall within their work year:

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

Section 7.1.1. Unworked Holidays. Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday, and has worked either the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts and the absence by reason of such illness is covered by sick leave.

Section 7.1.2. 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 7.1.3. Holidays During Vacation or on a Weekend. Should a holiday occur while an annual employee is on vacation, the employee shall be allowed to take one 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, as determined by the superintendent.

Section 7.2. Vacations. All employees subject to this Agreement shall earn hours of vacation based on hours worked subject to the following provisions.

Section 7.2.1. Years of service for the purpose of determining vacation credit shall be effective the first day of September, provided the employee was hired prior to March 1 of that year.

Section 7.2.2. Employees subject to this Agreement shall earn hours of vacation credit, based on hours worked during the period September 1 to August 31 computed as follows:

<u>Longevity</u>	<u>Formulation of Hours of Vacation Credit</u>	
<u>Years</u>	<u>Full Time Days x 8 = Allowed Vacation Hours</u>	
1-3	10	80
4	11	88
5	12	96
6	13	104
7	14	112
8	15	120
9	16	128
10	17	136
11	18	144
12	19	152
13	20	160
14	21	168
15	22	176
17	24	192
18	24	192
19	24	192
20	25	200

Prorated vacation hours = Allowed vacation hours x FTE

FTE = Full-time equivalent

$$FTE = \frac{\text{Hours Worked}}{2,080 - \text{Full-Time Holiday Hours} - \text{Allowed Full-Time Vacation Hours}}$$

Section 7.2.3. In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.

Section 7.2.4. Vacation pay for less than 260-day employees will be computed based on all hours worked, extra, and substitute time within the employee's classification. Hours worked at premium rates shall be counted as straight-time hours in such computation. For every work day from which an employee is absent due to compensated leave, the hours of the employee's normal work shift shall be credited as if worked. Any deduct time shall be subtracted from extra time before extra vacation pay is computed. If an employee does not have any extra time, any deduct time will be subtracted from the employee's regularly contracted hours before extra vacation pay is computed. Extra vacation payment processing shall be done in October each year and will be based on the previous school year's hours and wages.

Section 7.2.5. Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

1 **Section 7.2.6.** Except as provided in the following section, any vacation credit currently due but
2 unused by the new accrual date each year may be carried over for one (1) year to a maximum of twenty
3 five (25) days following the accrual date with the approval of the immediate supervisor and
4 administration. No vacation may be carried over for more than one (1) year beyond the date on which it
5 became due; provided, however, no employee shall be denied accrued vacation benefits due to District
6 employment needs. An employee upon retirement shall have the opportunity to cash out accrued
7 vacation up to thirty (30) days and apply the income toward average final compensation for retirement
8 income purposes.

9
10 **Section 7.2.7.** Vacations shall be granted at the discretion of the administration at times agreed upon
11 by the employee and the District. Employees shall have, except in emergencies, the option of vacation
12 time in five (5) day increments.

13 14 15 16 **ARTICLE VIII**

17 18 **LEAVES**

19
20 **Family and Medical Leave Act of 1993.** Pursuant to the provisions of the 2002 Washington Family
21 Care Act, District staff members may use accrued sick leave or other accrued leave, at the employee's
22 choice, to care for a child of the employee with a health condition that requires treatment or
23 supervision. Staff members may use accrued sick leave or other accrued leave, at the employee's
24 choice, to care for a spouse, parent, parent-in-law or grandparent of the employee who has a serious
25 health condition or an emergency condition. The District may require a signed statement from a
26 licensed practitioner to verify the need for treatment, care or supervision for any absence which exceeds
27 five (5) consecutive days.

28
29 **Section 8.1. Sick Leave (Illness, Injury And Emergency Leave).** Employees assigned one hundred
30 eighty (180) or more workdays shall be entitled to twelve (12) days of compensated leave each year to
31 be used for illness, injury and emergencies. Employees assigned less than one hundred eighty (180)
32 workdays shall be entitled to such leave on a pro rata basis.

33
34 Unused sick leave shall accumulate to the legal limit. Employees holding a regular part-time position
35 shall accrue sick leave with pay in proportion to the relationship of their basic workweek as to forty
36 (40) hours. Doctor and dental appointments may be charged against sick leave in case of illness.

37
38 An employee's sick leave may be used in case of illness in the immediate family including; parent,
39 spouse, sibling or anyone else living in the immediate household as a member of the employee's family.
40 All days used for this family illness will be charged against the employee's sick leave.

41
42 Employees shall have the right to avail themselves of the District's leave sharing program in accordance
43 with state law. Should a bargaining unit member apply for leave, the Association shall have up to two
44 representatives from the bargaining unit attend as members of the Shared Leave Committee.

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48 **Section 8.2.** When an employee will be absent from work due to illness, the employee shall give notice

1 to the supervisor or the person designated by the superintendent to receive such notice, not later than 7
2 a.m. of the first day of the illness. If the absence may be for consecutive days, the District should be
3 notified of the probable date of return. The Superintendent may require a physician statement to allow
4 use of accumulated sick leave beyond three (3) days.

5
6 **Section 8.2.1.** An employee returning from any illness, whether or not compensated leave benefits have
7 been paid, may be required to submit to a medical examination or other medical evaluation at the
8 expense of the District in order to establish medical fitness for the duties of the position before returning
9 to work.

10
11 **Section 8.3. Sick Leave Attendance Incentive Program.** In January of the year following any year in
12 which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible
13 employee may exercise an option to receive remuneration for unused sick leave accumulated in the
14 previous year at the rate equal to one (1) days monetary compensation of the employee for each four (4)
15 full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been
16 received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) days
17 monetary compensation.

18
19 **Section 8.3.1.** At the time of separation from the District employment due to retirement or death, an
20 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) days
21 current monetary compensation for each four (4) full days accrued sick leave.

22
23 **Section 8.3.2.** In the event employees are absent for reasons which are covered by Industrial Insurance,
24 the District shall pay the employee an amount equal to the difference between the amount paid the
25 employee by the Department of Labor and Industries and the amount the employee would have
26 normally earned. A deduction shall be made from the employee's accumulated sick leave in accordance
27 with the amount paid to the employee by the District.

28
29 **Section 8.4.** Compensated leave because of an employee's physical incapacity will not be approved
30 when the injury or illness is directly traceable to employment other than with the District.

31
32 **Section 8.5.** No District employee shall be entitled to compensated leave while absent from duty due to
33 the following causes:

- 34
35 1. Sickness or disability sustained while on leave of absence without pay.
36 2. Inability to properly perform required duties because of intemperance or intoxication.

37
38 **Section 8.6. Emergency Leave.** Each employee shall be entitled, each contract year, to two (2) days
39 leave with pay for absence caused by emergencies. Emergencies shall be defined as sudden or
40 unanticipated events where preplanning could not relieve the necessity of the employee's absence. Such
41 emergency leave shall be charged against compensated leave accumulated pursuant to Section 8.1
42 herein.

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48 **Section 8.7. Personal Leave.** Employees assigned to work 720 hours are entitled to two (2) days of

1 personal leave paid per year. Employees assigned to work less than 720 hours are entitled to one (1)
2 day of personal leave paid per year. Personal leave is neither leave for illness, injury or emergency.
3 Personal leave may not be used to extend a school holiday or vacation.

4
5 Requests for personal leave shall be submitted in writing to the building principal or immediate
6 supervisor at least two (2) working days prior to the leave whenever possible.

7
8 The employee shall not be required nor asked to state reasons for the leave beyond the term “personal”
9 and will be so stated on the leave form.

10
11 Employees will be compensated for any unused personal leave days during the school year. The
12 employee’s “day” shall be equal to the number of hours in their normal workday and compensation shall
13 be at their current rate.

14
15 **Section 8.8. Imminent Death and Bereavement Leave.** Each employee shall be entitled to a
16 maximum of five (5) days leave with pay upon each occasion of the death or imminent death of an
17 employee's child, step-child, spouse, or adult living in the employee's household, parent, step-parent,
18 grandparent, grandchild, sibling, or parent-in-law. Each employee shall be entitled to a maximum of
19 three (3) days leave with pay upon each occasion of the death or imminent death of any other relative
20 not listed above. The District retains the right to require the employee to supply proof of
21 death/imminent death and/or relationship of decedent as well as justification of time required for
22 bereavement-related activities. Leave for family illness shall be chargeable against leave earned
23 pursuant to Section 8.1 herein. Bereavement leave shall not be chargeable. Bereavement leave shall be
24 taken within one (1) calendar year of the family member’s death. Requests for exceptions shall be made
25 in writing to the Superintendent.

26
27 **Section 8.9. Maternity Leave.** Maternity leave is to be deducted from the total of compensated leave
28 maximum per year or from the total accumulated compensated leave. Employees granted maternity
29 leave in accordance with this section may at their option, be allowed compensated leave for maternity
30 leave as stated in Section 8.1. for only those days their physician certifies they could not perform the
31 work required. The District may verify the doctor's certification independently by a physician appointed
32 by them.

33
34 **Section 8.9.1. Paternity Leave.** A male employee, upon request, may be granted up to five (5) days
35 leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated
36 pursuant to Section 8.1 herein. In unique situations, the employee may request additional days by
37 submitting a written application to the Superintendent.

38
39 **Section 8.10. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as
40 a witness in court, or is named as a codefendant with the District, such employee shall receive a normal
41 day's pay for each day of required presence in court. In the event that an employee is a party in a court
42 action, such employee may request an appropriate leave.

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47
48 **Section 8.11. Leave of Absence.** Except for leaves of absence due to illness, any employee who has

1 completed two (2) years of service with the District may be granted an extended leave of absence for a
2 period not to exceed one (1) year, upon recommendation of the immediate supervisor through
3 administrative channels to the superintendent, and upon approval of the Board of Directors. Except as
4 provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay,
5 without fringe benefits, and without salary experience credit.

6
7 **Section 8.11.1.** The returning employee will not necessarily be assigned to the identical position
8 occupied before the leave of absence. However, the employee shall be reinstated to a position
9 equivalent in duties and salary to that held at the time the request for leave of absence was approved,
10 consistent with Article IX herein.

11
12 **Section 8.11.2.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
13 while on leave of absence. However, vacation credits, seniority, and sick leave shall not accrue while
14 the employee is on leave of absence; provided, however, that effective September 2008 an employee on
15 a school board approved leave for extended illness or injury shall continue to accrue seniority.

16
17 **Section 8.11.3.** If a returning employee refuses a position with nearly equivalent duties and pay, the
18 returning employee shall be terminated.

21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

26 **Section 9.1.** Longevity is defined as the total years of service as an employee for any Washington State
27 school district. Seniority is defined as the total years of service in any general job classification, within
28 the Lakewood School District. The seniority of an employee in the bargaining unit shall be established
29 as of the employee's first workday for the District as a regular employee unless such seniority shall be
30 lost as hereinafter provided.

31
32 **Section 9.1.1.** When an employee leaves a school district within the State and commences employment
33 with the Lakewood School District, the employee shall be granted Schedule A placement, vacation and
34 sick leave benefits as an employee in the Lakewood School District who has similar occupational status
35 and total years of service.

36
37 **Section 9.1.2.** If the District has a different system for computing seniority, leave benefits, and other
38 benefits, then the employee shall be granted the same seniority, leave benefits and other benefits as an
39 employee in the District who has similar occupational status and total years of service.

40
41 **Section 9.1.3.** In any case where seniority is equal, the employee with the earliest hire date will have
42 "seniority." Ties will be broken by birthdate of effected employees, or failing that, by alphabetical order
43 of family name spelling.

44
45 **Section 9.1.4.** Employees working in more than one general job classification shall enjoy seniority for
46 all such work concurrently, so long as they continue to work in those classifications.

47 **Section 9.2.** Each new hire shall remain in a probationary status for a period of not more than sixty
48 (60) working days following the hire date. During this probationary period, the District may discharge

1 such employee at its discretion, and the employee shall have no recourse to any grievance procedure.

2
3 **Section 9.3.** At the end of the sixty (60) working-day probationary period, if the employee is retained,
4 the employee shall be placed on regular employee status and be subject to salaries, insurance and leave
5 provisions retroactive to the employee's hire date.

6
7 **Section 9.4.** The seniority rights of an employee shall be lost for the following reasons:

- 8
9 A. Resignation;
10 B. Discharge for justifiable cause;
11 C. Retirement; or
12 D. Change in job classification within the bargaining unit, as hereinafter provided.

13
14 **Section 9.5.** Seniority accrued shall not be lost for the following reasons without limitation:

- 15
16 A. Time lost by reason of industrial accident, industrial illness, or jury duty;
17 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
18 United States;
19 C. Time spent on other authorized leaves; or
20 D. Time spent in layoff status as hereinafter provided.

21
22 **Section 9.6.** Seniority rights shall be effective within the general job classification. General job
23 classification shall be as defined in Article I, Section 1.4. herein.

24
25 **Section 9.7.** The senior employee shall have absolute preferential rights regarding shift selection,
26 vacation periods and special services (including overtime). The senior employee shall have preferential
27 rights regarding transfers, reassignment of present jobs, assignment to new or open jobs or positions,
28 promotions, hours of employment (seniority rights to "hours of employment" shall be applicable only to
29 reduction of hours), and layoffs when qualification, ability and performance are substantially equal with
30 junior employees. If the District determines that seniority rights should not govern because a junior
31 employee possesses qualifications, ability and/or performance substantially greater than a senior
32 employee or senior employees, the District shall set forth in writing to the senior employee, or
33 employees, its specific reasons why the junior employee was selected.

34
35
36 **Section 9.7.1. Layoff Implementation.** The District shall make the determination of the program
37 needs and positions. If there is a need for reduction or elimination of currently staffed positions, the
38 layoff/reduction in force process will be based on a District-level application of seniority within the
39 general job classification. No employee may exercise seniority rights that will increase the employee's
40 annual work hours or hourly wage over and above the employee's current annual work hours and
41 hourly wage at the time of the layoff/reduction.

42
43 An employee whose position is being reduced or eliminated will be reassigned to a currently staffed
44 position within the general job classification, subject to the following guidelines:

- 45 1. Seniority lists will be generated and distributed for each of the general job classifications
46 identified in Schedule A.

2. Written notification will be provided to the building administrator or department supervisor and Association, of the name of the employee(s) who is currently occupying the position that is being reduced or eliminated.
3. An employee displaced by reduction or elimination of his/her position shall be reassigned to another position within the general job classification based upon seniority. This will be accomplished by moving up the seniority list (least senior to most senior) until the first position of equal annual work hours occupied by a less senior employee is identified for which the displaced employee qualifies. The intent is to retain annual work hours as close as possible to current work hours based upon seniority. In the event there is no currently staffed position of equal annual work hours, the displaced employee will be assigned to the position with annual work hours closest to the employee's current annual work hours. The District will determine whether the displaced employee is qualified for the position in accordance with Section 9.7.
4. The process will repeat in seniority order (most senior to least senior) for each employee displaced from his/her current position until all employees have been reassigned to currently staffed positions or identified for layoff.
5. Employees who have been placed in layoff status will be placed on a reemployment list according to layoff ranking within general job classifications (e.g. Paraeducators, Custodial, Food Service, Maintenance, Transportation, ECEAP, Nurse, and Specialists.) in accordance with Sections 9.9, 9.10, 9.11. and 9.12.

Section 9.8. The District shall publicize within the bargaining unit, by written posting for a minimum of five (5) days, the availability of new or open positions as soon as is practicable. These postings will list specific qualifications, skills and abilities that will be considered for all candidates. A copy of each posting will be sent to the chapter president. Employees wishing to receive notification of new or open positions that are posted between the end of the school year and August 15th shall notify the Human Resources office in writing by the end of the school year and specify the classification(s) of positions for which they wish to be notified and the desired notification method (mail or email).

Section 9.8.1. If the District creates a new position or if an existing position becomes vacant due to a retirement or resignation, such position shall not be filled with a substitute beyond thirty (30) working days without the position being posted.

Section 9.9. Employees who are terminated by layoff are to be placed on a reemployment list maintained by the District according to layoff ranking and are to have priority to the extent of one opportunity in filling any opening in the classification they held immediately prior to the layoff. If a class from which an employee was terminated is subsequently abolished, altered, or replaced by a different classification, the employee's reemployment shall be to such classification as in the judgment of the District reasonably represents the same or similar duties and relative salary whereupon all other provisions of this section and other applicable sections shall apply. Names shall remain on the reemployment list for two (2) years. Employees shall have one (1) week notice in the event of layoff. Employees terminated by layoff may submit a written request to Human Resources to be placed on the District substitute list and shall be paid at Step 1 of the appropriate classification on Schedule A for all work performed as a substitute. Employees terminated by layoff who have not requested to be placed on the District substitute list and are requested by the District to perform temporary assignments shall be compensated for such temporary assignments at their current longevity step on Schedule A.

Section 9.10. Employees of layoff status shall file their address in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

1 **Section 9.11.** An employee shall forfeit rights to reemployment as provided in Section 9.9 if the
2 employee does not comply with the requirements of Section 9.10 or if the employee does not respond
3 to the offer of reemployment within ten (10) days.

4
5 **Section 9.12.** An employee on layoff status who rejects an offer of contracted reemployment forfeits
6 seniority and all other accrued benefits
7
8
9

10 **ARTICLE X**

11 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

12
13
14 **Section 10.1.** The District shall have the right to discipline or discharge an employee for justifiable
15 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
16 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner
17 which will not embarrass the employee before other employees or the public.
18

19 **Section 10.2. Notification to Nonannual Employees.** This section is intended to be applicable to
20 those employees whose duties necessarily imply less than twelve (12) months work per year.
21

22 **Section 10.2.1.** Should the District determine reasonable cause to not reemploy any employee for the
23 following school year, the employee shall, unless an emergency, be notified in writing prior to August
24 15th and will be subject to layoff rights outlined in Section 9.9. of this Collective Bargaining Agreement.
25

26 **Section 10.2.2.** Nothing contained herein shall be construed to prevent the District from discharging an
27 employee for acts of misconduct occurring after the expiration of the school year.
28
29
30

31 **ARTICLE XI**

32 **INSURANCE AND RETIREMENT**

33
34
35 **Section 11.1.** Employees enrolled in any mutually approved insurance plan, or plans, shall receive a
36 prorated District insurance benefit contribution, based on the employee's FTE status and the amount
37 provided by the state per FTE per month for twelve (12) months for the purchase of insurance benefits.
38 In addition, the District shall contribute one hundred percent (100%) of the State Retiree "carve out"
39 per FTE per month to the "pool". For insurance calculation purposes, 1 FTE equals 1,440 hours of
40 compensation per year, provided that all employees shall receive a minimum District benefit contribution
41 equal to the cost of the required dental plan. Such dental plan shall include orthodontia coverage.
42 Employees shall have the option of apportioning and augmenting their District benefit contribution
43 among approved plans. Approved plans include: Family Dental, Health/Medical, Disability Income
44 Protection, Term Life Insurance, and the VEBA (Voluntary Employees' Benefit Association) Plan.
45 Employees contracted for seventeen and one-half (17-1/2) hours per week or more shall be eligible to
46 participate in a District-approved Health/Medical plan.
47

48 **Section 11.1.1.** It is agreed that the District shall pool insurance benefits in September and again in

1 October of each year. Nothing in this Agreement shall preclude bargaining unit members from
2 providing written approval to the District by September 10th of each year which would allow the
3 implementation of the practice currently known as “family pooling” to be applied on their behalf. All
4 bargaining unit insurance dollars shall be pooled for the purposes of paying the cost of premiums of
5 basic insurance coverage for each bargaining unit member. Only after members of the bargaining unit
6 have received benefit of basic insurance coverage, shall pool dollars be used for optional coverage.
7

8 **Section 11.1.2.** It is agreed that upon closing of the insurance enrollment period the District shall
9 compare the bargaining unit insurance premium usage to the size of the insurance premium pool in
10 February each year to insure full utilization and compliance with all state regulations. All such
11 information shall be provided to the Association.
12

13 **Section 11.1.3.** The FTE count for both pool generation and pool distribution is closed with the
14 submission of the S-275 Report. All employees subject to this Agreement who are hired after
15 October 1 of each year shall be entitled to the amount defined in Section 11.1 of this Agreement, per
16 FTE, based upon 1,440 hours of work, and shall not participate in the insurance premium pool.
17

18 **Section 11.2.** The District shall provide an indemnity coverage for all employees.
19

20 **Section 11.3.** All employees subject to this Agreement shall be entitled to participate in a mutually
21 approved tax sheltered annuity plan. On receipt of a written authorization by an employee, the District
22 shall make the requisite withholding adjustments and deductions from the employee's salary.
23
24
25

26 **ARTICLE XII**

27 **TRANSPORTATION**

28
29 **Section 12.1.** Only employees employed as regularly classified bus drivers will be used to fulfill all job
30 assignments within their respective classifications unless no qualified employee of a needed classification
31 is available as determined by the superintendent. Employees have recourse to the grievance procedures
32 for violations of this section.
33

34 **Section 12.2. Use of Bus or Van.** Any trip of more than nine (9) students will necessitate the use of a
35 school bus.
36

37 **Section 12.3.** Shifts within the general job classification of Transportation shall be established by the
38 District in relation to bus routes and time requisite to fulfilling tasks assigned by the Supervisor of
39 Transportation.
40

41 **Section 12.4.** The District retains the right to assign school buses to specific routes.
42

43 **Section 12.5.** Drivers shall receive, in addition to the above, thirty (30) minutes pay per day for the
44 purpose of bus warmup, cleanup and safety check, etc. The time between the end of the morning high
45 school/middle school route and the beginning of the morning kindergarten/5th grade route will be
46 considered on-duty layover time. This on-duty layover time will be paid at the driver's regular hourly
47 rate, up to a maximum of forty-five (45) minutes per day. Drivers will be required to complete all
48 required paperwork, attend meetings, and perform end-of-the-year cleanup and other related duties

1 during this time. Any additional time requested for the above duties will require prior approval from the
2 Transportation Supervisor or designee. On early release days, drivers shall be paid for time less than
3 one (1) hour between runs. Drivers will be required to remain on site during layover time subject to a
4 minimum thirty (30) minute unpaid duty-free time during early release days.

5
6 **Section 12.6. Bidding of Routes.** The drivers, in seniority order, shall bid for routes.

7
8 **Section 12.6.1.** Initial bus routes will be posted for bidding and assigned before the start of a school
9 year. All morning and afternoon regular routes will be a minimum of two (2) hours or a combined total
10 of four (4) hours if a driver has both a morning and afternoon regular route. Any route created after the
11 fall re-bid per 12.6.2. will not be subject to this provision.

12
13 **Section 12.6.2.** Within forty-five (45) calendar days after the start of a school year, bus routes will be
14 assigned a daily hourly value, and will be posted for rebidding.

15
16 **Section 12.6.3.** If the Transportation Supervisor is notified that a bus driver will be absent for a
17 minimum of thirty (30) calendar days, that route will be posted for bidding; provided, however, that a
18 driver may not bid on any route unless a daily increase of one-half (1/2) hour or more will occur, and
19 that the assignment will be temporary, with a one (1) week minimum and the maximum dependent upon
20 the absent employee's return.

21
22 **Section 12.6.4.** If a bus driver is absent for two (2) weeks, and that driver cannot confirm their return
23 for the start of the third week or does not report for the start of the third week, then that route will be
24 posted; provided, however, that the same conditions will apply as in Section 12.6.3.

25
26 **Section 12.7. Extra Trips.** All bus trips other than those required to complete regular daily scheduled
27 bus routes shall be defined as extra trips, and shall be compensated for at the bus driver rate; provided,
28 however, the minimum compensation for any extra trip shall be one (1) hour.

29
30 **Section 12.7.1.** Extra trips that are cancelled after such time that the elected driver cannot drive their
31 regular bus run (last minute cancellations), shall qualify the driver for compensation, that day, for their
32 normal bus runs hours of compensation.

33
34 **Section 12.7.2.** Extra trips will be offered to drivers on a seniority basis using a rotational system. The
35 first trip will be offered to the most senior driver, the second trip to the second most senior driver, etc.,
36 until all drivers have been offered a trip. In the event a driver declines the offered trip, the trip will be
37 offered to the other drivers, on a seniority basis only.

38
39 The following restriction is limited to extra trips only and will not be used to restrict any other right that
40 the employee may have under this collective bargaining agreement.

41
42 In the event that a driver accepts an extra trip and subsequently declines that trip for a reason other than
43 unforeseen illness or emergency, that driver shall have the following restrictions applied:

- 44
45
46
47
48
- For the first occurrence, during the school year, that driver shall not be allowed to bid during the

1 next scheduled trip bidding.

- 2 • For the second occurrence, during the same school year, that driver shall not be allowed to bid
3 during the next two consecutive scheduled trip biddings.
- 4 • For the third occurrence, during the same school year, that driver shall not be allowed to bid for
5 the remainder of the school year.

6
7 All rights to trip bidding will be reinstated at the end of the school year.

8
9 At the discretion of the supervisor, and after regular drivers have been given the opportunity to bid, the
10 supervisor may offer a trip to the driver who has been restricted from bidding under the terms of this
11 section.

12
13 **Section 12.7.3.** It is the goal of the District to limit the normal workweek to forty (40) hours. If a
14 driver's contracted weekly hours are less than forty (40) hours, then that driver may be eligible for an
15 extra trip if the extra trip does not cause the driver's weekly hours to exceed forty-three (43) hours.
16 The District shall have the authority to bypass, in seniority order, any driver requesting an extra trip if
17 that trip would cause the driver's weekly hours to exceed forty-three (43) hours. If overtime exceeding
18 forty-three (43) hours is necessary to cover an extra trip, the driver who would accrue the least amount
19 of overtime exceeding forty-three (43) hours shall be awarded the trip. If the amount of overtime
20 exceeding forty-three (43) hours, between two (2) or more drivers is equal, the trip will be awarded on
21 a seniority basis.

22
23 **Section 12.7.4.** If the extra trip interferes with the driver's regular route (route meaning either morning
24 or afternoon runs), that driver may not drive any part of the regular route which the extra trip would
25 interrupt, unless authorized by the transportation supervisor.

26
27 **Section 12.7.5.** No extra trip will be assigned to a substitute unless no regular driver will sign for or
28 accept the trip. The District retains the right in unusual circumstances to not offer an extra trip to such
29 senior driver subject to the grievance procedure herein.

30
31 **Section 12.7.6. Split Trips.** A split trip is defined as an extra trip that is not continuous from
32 departure to return. If a split trip interferes with the assigned drivers' regular route, that driver will
33 receive compensation for no less than their regular route time. Weekend split trips will be paid at a
34 minimum of four (4) hours or actual time, whichever is greater. The District will make its best effort to
35 keep the number of split trips to a minimum.

36
37 **Section 12.7.7.** Overnight trips shall be computed at eight (8) hours per day, or actual driving time,
38 whichever is greater. If driving time is less than eight (8) hours, then the driver shall be paid the balance
39 of hours up to a total of eight (8) hours per day, at the driver's regular hourly rate. The driver will
40 receive premium pay of one and one-half (1-1/2) times the driver's regular hourly rate for driving after 9
41 PM to and from the destination on overnight trips. The District shall be responsible for overnight room
42 expenses according to District policy and Board established rates.

43
44 **Section 12.8.** In the event the county closes roads to buses, the drivers shall not report to school to
45 work and will not be paid during this time.

46
47
48 **Section 12.9.** In very unique circumstances, the District may, with the approval of the Association,

1 contract with approved private service providers rather than use district provided services.
2

3 **Section 12.10.** Drivers performing extra trips for special needs or homeless students shall, after twenty
4 (20) consecutive days, have such additional time added to their contracted FTE. If such additional time
5 is subsequently eliminated, the contracted FTE shall be reduced to its original status twenty (20) days
6 following the elimination of this additional time. It is understood that during the twenty (20) day period
7 following the elimination of the contracted additional time, the driver shall deduct the contracted time
8 from his/her timesheet.
9

10 **Section 12.11.** Compensated time for mid-day runs shall include actual driving time plus ten (10)
11 minutes for pre-and post-trip duties.
12

13 **Section 12.12. Video Cameras.** Video cameras used on buses are intended to monitor and improve
14 student behavior, minimize damage to buses, and provide for an overall safer student transportation
15 program. Video cameras are not intended to replace the normal annual driver evaluation procedures.
16 The Transportation Supervisor will notify a driver any time video files are viewed as the result of a
17 concern or complaint forwarded to the Transportation Department regarding activity on the driver's
18 bus. Drivers may request to view video files from their bus provided the request does not cause the
19 District to incur additional compensation costs.
20
21
22

23 **ARTICLE X I I I**

24 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

25
26
27 **Section 13.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement,
28 is a member of the Association in good standing, and each employee subject to this Agreement who
29 thereafter becomes a member of the Association in good standing, shall, as a condition of employment,
30 maintain membership in the Association in good standing during the period of this Agreement.
31

32 The parties recognize that an employee should have the option of declining to participate as a member
33 of the Association, yet contribute financially to the activities of the Association in representing such
34 employee as a member of the Collective Bargaining unit. Therefore, as an alternative to the membership
35 requirements in Sections 13.1.and 13.2., an employee who declines membership in the Association shall
36 pay to the Association each month a service charge as a contribution towards the administration of this
37 Agreement. This service charge shall be collected by the Association in the same manner as monthly
38 dues.
39

40 **Section 13.2.** Any employee subject to this Agreement, who on the date of execution of this
41 Agreement or its effective date, whichever is later, is not a member in good standing of the Association
42 and does not wish to become a member, and all employees hired subsequent to the date of execution of
43 this Agreement or its effective date, whichever is later, who do not wish to become members, shall
44 submit a letter by registered mail to Public School Employees of Washington, P.O. Box 798, Auburn,
45 Washington 98071, within sixty (60) calendar days of the execution date of this Agreement or its
46 effective date, or within sixty (60) calendar days of hire, whichever is later and appropriate, stating that
47

48 such employee does not wish to become a member. Should any such employee fail to submit said letter

1 within the specified period, said employee shall immediately obtain and maintain membership in good
2 standing of the Association as a condition of continued employment.

3
4 **Section 13.3.** Nothing contained in this Agreement shall require Association membership of employees
5 who object to such membership based on bona fide religious tenets or teachings of a church or religious
6 body of which such employee is a member. Such employee shall pay an amount equivalent to a
7 representation fee to a non-religious charity or other charitable organization mutually agreed upon by
8 the employee and the Association. The employee shall furnish written proof to the Association that
9 such payment has been made. If the employee and the Association cannot agree on such matter, the
10 Public Employment Relations Commission shall designate the charitable organization.

11
12 **Section 13.4.** The District will notify the Association of all new hires within ten (10) working days of
13 the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of
14 this article. An employee who refuses to become a member of the Association in good standing or to
15 pay a representation fee or to make a charitable contribution in accordance with the terms of the
16 previous sections of this Article shall, at the option of the Association, be discharged from employment
17 by the District, subject to two (2) weeks notice to the employee.

18
19 **Section 13.5. Checkoff.** The District shall deduct local and state PSE dues or service charges from the
20 pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The
21 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
22 Washington on a monthly basis.

23 24 25 26 **ARTICLE XIV**

27 28 **GRIEVANCE PROCEDURE**

29
30 **Section 14.1. Purpose.** The purpose of this procedure is to provide an orderly method of resolving
31 grievances or complaints arising between the District and its employees within the bargaining unit
32 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
33 terms and conditions of this Agreement and shall be resolved in strict compliance with this Article. A
34 determined effort shall be made to settle such differences at the lowest possible level in the grievance
35 procedure. In presenting a grievance, the employee may be accompanied by a representative of the
36 Association at all steps of the grievance process.

37 38 **Section 14.1.1. Definitions.**

- 39 A. Grievant: A grievant is an employee, or in the case of the Association's contractual rights, the
40 Association.
41 B. Grievance: A grievance is defined as a dispute involving the interpretation or application of the
42 specific terms of this Agreement.

43
44 **Section 14.1.2. Timelines.** Grievances shall be processed in the following manner and within the
45 stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence
46 triggering the running time limit. Time limits provided in this procedure may be extended only by
47 mutual written agreement.
48 Failure on the part of the District at any step of this procedure to communicate the decision on a

1 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an
2 appeal at the next step of this procedure.

3
4 Failure of the grievant (employee or Association) to present or proceed with a grievance within the
5 specified or mutually extended time limits will render the grievance waived and subject to no further
6 processing.

7 8 **Section 14.2. Process**

9 10 **Section 14.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.**

11 Within thirty (30) days following the occurrence of the event giving rise to the grievance, or thirty (30)
12 days after the event is known or reasonably should have been known, the employee shall discuss and
13 attempt to resolve the grievance informally with his/her immediate supervisor. The immediate
14 supervisor shall respond informally within ten (10) working days of the employee's presentation. The
15 informal presentation and response at this level may be oral or written.

16 17 **Section 14.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

18 If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall
19 submit it to the immediate supervisor within fifteen (15) working days after receipt of the supervisor's
20 response at Step 1. The written grievance shall contain the following:

- 21 A. A statement of the alleged grievance, including the facts upon which the grievance is based;
- 22 B. Reference to the specific term(s) of the Agreement which have been allegedly violated; and
- 23 C. Remedy sought.

24
25 The immediate supervisor shall inform the employee and the Association in writing of the disposition of
26 the grievance within fifteen (15) working days of the submission of the written grievance. If an
27 agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within
28 ten (10) working days.

29 30 **Section 14.2.3. Step 3. Superintendent Level.**

31 32 A. Individual Grievance

33 If the grievance is not settled at Step 2 and the Association believes the grievance to be valid, a
34 written statement of the grievance shall be submitted to the District Superintendent or the
35 Superintendent's designee within fifteen (15) working days of receipt of the supervisor's Step 2
36 written response. After submission of the grievance, the parties will have fifteen (15) working days
37 to meet with the Superintendent or designee to resolve the grievance. A written statement of the
38 disposition shall be given to the aggrieved and the Association within fifteen (15) working days of
39 the Step 3 meeting. If an agreeable disposition has been made, the aggrieved party shall terminate
40 the grievance in writing within ten (10) working days.

41 42 B. Association Grievance

43 A grievance which the Association may have against the District, limited as aforesaid to matters
44 dealing with the interpretation or application of terms of this Agreement relating to Association
45 rights, shall be commenced by filing an Association grievance in writing (in the format of Step 2
46 above) with the Superintendent or the Superintendent's designee. Such filing shall be within twenty
47 (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days
48 after event is known or reasonably should have been known. After submission of the Association

1 grievance, the parties will have ten (10) working days to meet with Superintendent or designee to
2 resolve the grievance. A written statement of the disposition shall be given to the Association
3 within fifteen (15) working days of the Step 3 meeting. If an agreeable disposition has been made,
4 the Association shall terminate the grievance in writing within ten (10) working days.

5
6 **Section 14.2.4. Step 4. Arbitration.**

7 If no settlement is reached in Step 3, the Association has the right to file a demand for arbitration as
8 outlined below:

- 9 A. Written notice of a request for arbitration shall be made to the Superintendent within ten (10)
10 working days of receipt of the disposition letter at Step 3.
- 11 B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific
12 terms of this Agreement.
- 13 C. When a timely request has been made for arbitration, the parties shall attempt to select an
14 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an
15 arbiter within ten (10) working days after submission of the written request for arbitration, the
16 provisions of paragraph D below shall apply to the selection of an arbiter.
- 17 D. In the event an arbiter is not agreed upon as provided in paragraph C above, the parties shall
18 jointly request the American Arbitration Association to submit a panel of seven (7) qualified
19 neutrals. Such request shall state the issue of the case and ask that the nominees be qualified
20 handle the type of case involved. When notification of the seven (7) is received, the parties shall
21 each independently strike from the list those unacceptable arbiters and shall rank, in order of
22 preference, the remaining arbiters. From among the mutually acceptable arbiters, the one with
23 the lowest combined preference number shall be the arbiter. In the event there are no mutually
24 acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from
25 the original panel of seven (7) until only one (1) name remains. The remaining person shall be
26 the arbiter. The right to strike the first name from the panel shall be determined by lot.
- 27 E. In the event either party is dissatisfied with the credentials of the arbiters whose names are on
28 the first panel offered by the American Arbitration Association, such party can summarily reject
29 that panel and insist on a second panel. Selection must be made from the second panel.
- 30 F. Arbitration proceedings shall be in accordance with the following:
- 31
- 32 1. The arbiter, once appointed, will inform the parties as to the procedures which will be
33 followed.
 - 34 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be
35 empowered to request, through subpoena if necessary, such data and testimony as the arbiter
36 deems pertinent to the grievance and shall render a decision in writing to both parties within
37 thirty (30) working days, unless mutually extended, of the closing of the record.
 - 38 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
39 presented for arbitration which decision shall be final and binding on both parties.
 - 40 4. The arbiter shall rule only on the basis of information presented at the hearing and shall
41 refuse to receive any information after the hearing except by mutual agreement.
 - 42 5. Each party to the proceedings may call such witnesses as may be necessary in the order in
43 which their testimony is to be heard. Such testimony shall be limited to the matters set forth
44 in the written statement of the grievance. The arguments of the parties may be supported by
45 oral comment and rebuttal. Either or both parties may submit written briefs within a time
46 period mutually agreed upon. Such arguments of the parties, whether oral or written, shall
47 be confined to and directed at the matters set forth in the grievance.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The arbiter shall specify in the award that the District or the Association, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party requests a copy, that party shall pay the associated costs of that copy.

Section 14.3. Binding Effect of Award.

All decisions arrived at under the provisions of this Article by the representatives of the District and the Association at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties; provided, however, that in arriving at such decision, neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 14.3.1. Limits of the Arbiter.

The arbiter cannot order the District to take action contrary to the law.

Section 14.3.2. No Duty to Maintain Status Quo.

The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

Section 14.3.3. Freedom From Reprisal.

There will be no reprisals against the grievant or others as a result of his/her good faith participation in this process.

Section 14.4. Grievance Release Time.

In the event the grievance or arbitration discussions occur during regular employment time, the District shall provide release time without loss of compensation limited to the grievant, required witnesses, and one (1) Association representative unless otherwise approved by the District. It is recognized that meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside the employee's work days and are not to be compensated by the District.

ARTICLE XV

1 **PERFORMANCE EVALUATION**

2
3 **Section 15.1.** An annual evaluation shall be completed by June 1 of each year for employees who work
4 less than 260 days, and by August 1 for all others, by the employees designated supervisors. The
5 performance evaluation shall consist of a written rating of the employee's performance in the essential
6 skill and knowledge areas of the job, as elaborated in the current position description. Employees shall
7 be evaluated using the Job Performance Evaluation form included as Appendix A and Appendix B of
8 this Agreement. It is understood that the evaluations of Transportation employees may contain an
9 additional written component of technical skills.

10
11 **Section 15.2.** When requested by either the employee or the supervisor, the employee and the
12 supervisor will meet and review the evaluation. The completed evaluation will be signed by the
13 employee. A copy will be placed in the employee's personnel file and the employee shall receive a copy.
14 The employee's signature acknowledges receipt of the evaluation. The employee may, within fifteen
15 (15) days file a written attachment to the evaluation.

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19 **ARTICLE XVI**

20
21 **APPRENTICESHIP**

22
23 **Section 16.1.** All employees enrolled as apprentices by the Washington Public School Classified
24 Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of
25 this Agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices
26 successfully complete all requirements of the program as approved and registered with the Washington
27 State Apprenticeship and Training Council.

28
29 **Section 16.1.1.** In the event an apprentice is deemed unsuccessful by the Local JATC in completing
30 any or all parts of the approved standards, such apprentice waives contractual recourse through the
31 grievance procedure, Article XIV.

32
33 **Section 16.1.2.** The maximum approved ratio of apprentice to journey level employees shall be one-to-
34 one. If, at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees
35 shall be selected based upon seniority.

36
37 **Section 16.2.** Employees enrolled as apprentices shall receive the Paraeducator rate of pay for their
38 positions, as specified on Schedule A.

39
40 **Section 16.2.1.** Employees successfully completing one-half of the approved apprenticeship program
41 shall have their hourly rate of compensation increased by twenty-five cents (\$0.25), subject to this
42 Article.

43
44 **Section 16.2.2.** Employees completing the entire apprenticeship program shall have their hourly rate of
45 compensation increased by an additional twenty-five cents (\$0.25), subject to this Article (a total of fifty
46 cents (\$0.50) upon completion).

47 **Section 16.2.3.** Hourly compensation increases specified in Sections 16.2.1 and 16.2.2 shall be made
48 for bargaining unit members by September 15 of the contract year.

1
2 **Section 16.2.4.** All disputes arising from the application or interpretation of Sections 16.2.1 through
3 16.2.3 shall be resolved by the JATC.

4
5 **Section 16.3.** Employees accepted into the apprenticeship program will be reimbursed up to twenty-
6 five dollars (\$25.00) per quarter for expenses related to books, tuition, fees and travel. Any additional
7 costs will be borne by the individual apprentice.

8
9 **Section 16.4.** Participation in the apprenticeship program shall be completely voluntary for all
10 Paraeducators.

11
12 **Section 16.5.** Persons employed on the effective date of this Agreement may apply for the
13 apprenticeship program at any time new enrollees are accepted. Applications will be accepted annually
14 prior to October 1st.

15
16 **Section 16.5.1.** Such employees shall receive partial credit for time worked in the District as
17 determined by the WPSCEJATC.

18
19 **Section 16.6.** This Agreement may be reopened at any time upon mutual agreement for the parties or
20 as a new classifications are proposed by the Local JATC for journey level status.

21 22 23 24 **ARTICLE XVII**

25 26 **SALARIES AND EMPLOYEE COMPENSATION**

27
28 **Section 17.1.** Employees shall be compensated in accordance with the provisions of this Agreement for
29 all hours worked.

30
31 **Section 17.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are
32 contained in Schedule A attached hereto and by this reference incorporated herein.

33
34 **Section 17.2.1.** The parties agree that substitute employees are not covered by this collective
35 bargaining agreement with the following exceptions. Substitutes shall be compensated at Step 1 of the
36 appropriate classification on Schedule A for work performed. Substitutes may also participate in
37 District training opportunities on a space available basis provided that such participation does not result
38 in increased training costs for the District. The parties further agree that there is no intent to adversely
39 impact the seniority rights of current employees on staff as of September 1, 2005.

40
41 **Section 17.2.2.** The parties agree that temporary employees shall be compensated at Step I of the
42 appropriate classification on Schedule A herein and, furthermore, that such temporary employees shall
43 be utilized to augment, not replace, regular employees. The parties further agree that regularly
44 contracted employees shall be afforded the opportunity to fill temporary assignments provided that the
45 scheduling of such temporary assignment is compatible with the employee's regular work shift and that
46 the employee possesses the necessary skills and qualifications to perform the temporary assignment.
47 Regularly contracted employees filling temporary assignments shall be compensated at their current
48 longevity step on Schedule A.

1
2 **Section 17.3.** For purposes of calculating daily hours, time worked shall be rounded to the next one
3 quarter (1/4) hour.

4
5 **Section 17.4.** Any employee required to travel from one site to another in a private vehicle during
6 working hours shall be reimbursed for such travel on a per-mile basis at the current rate as set by the
7 IRS.

8
9 **Section 17.5.** Employees required to remain overnight on District business shall be reimbursed for
10 room and board expenditures. Employees on District business during the evening meal time shall be
11 reimbursed for an evening meal.

12
13 **Section 17.5.1.** Employees are encouraged to accumulate a minimum of twenty-five dollars (\$25.00) of
14 reimbursable expenses before submitting a request for reimbursement.

15
16 **Section 17.6.** Incremental steps, where applicable, shall take effect on September 1 of each year during
17 the term of this Agreement; provided, the employee has been hired prior to and actively employed
18 continuously since March 1 of the previous employment year.

19
20 **Section 17.7.** Any employee who changes job positions or classifications shall receive full longevity
21 credit regarding step placement on Schedule A.

22
23 **Section 17.8.** Employees attending training courses required by State regulation or District policy as a
24 condition of continued employment, will be paid by the District at their normal hourly wage for all time
25 in attendance beyond the employee's regular school employment time, plus any fee, tuition, or
26 transportation costs. For all such hours worked after forty (40) hours per week, the employee shall be
27 paid at one and one-half (1½) times the appropriate rate.

28
29 **Section 17.9.** Employees attending training courses or seminars requested by the employee and
30 approved by the District will suffer no loss of regular salary, if the activity requires them to attend on
31 their regular school employment time. Expenses incurred for transportation and/or training course fees
32 and tuitions may be paid by the District.

33
34 **Section 17.10. Tool Allowance.** The District shall provide a tool allowance in the amount of two
35 hundred and fifty dollars (\$250.00) per year for each mechanic and assistant mechanic subject to this
36 Agreement. Employees eligible for this allowance shall submit purchase receipts or proofs of purchase
37 to the District on a timely basis for reimbursement.

38
39 **Section 17.11. Professional Development.** A professional development fund in the amount of
40 \$2,000.00 will be provided to this bargaining unit each school year. The money will be distributed by
41 the Professional Development Review Committee, consisting of a bargaining unit member representing
42 each school and a District representative. The committee will accept written applications for use of
43 Professional Development funds and distribute said funds up to the annual limit according to the
44 established guidelines.

45
46
47 In the event of a double levy failure, this section is void for the period of time impacted by the District's
48 failure to receive local levy funds. Professional Development funds that were not used within the

1 previous school year will be rolled over into funds available for the next school year.

2
3 **Section 17.12.** The District will reimburse the forty dollar (\$40.00) testing fee to any Paraeducator
4 upon successfully passing the ETS ParaPro Assessment.

5
6 **Section 17.13.** Retroactive pay, if applicable, shall be paid on the first regular payday following
7 agreement on such pay, if possible, and in any case not later than the second regular payday.

8
9 **Section 17.14.** The District shall pay for the Department of Transportation (DOT) physical required of
10 CDL drivers and performed by a medical provider of the District's choosing. A CDL driver may opt to
11 have the required DOT physical performed by a medical provider of the CDL driver's choosing. A
12 CDL driver choosing this option shall be entitled to reimbursement of any out of pocket medical
13 expenses up to the amount the District would otherwise pay to its chosen medical provider.

14 15 16 17 **ARTICLE XVIII**

18 19 **TERM AND SEPARABILITY OF PROVISIONS**

20
21 **Section 18.1.** The term of this Agreement shall be September 1, 2008 through August 31, 2012.

22
23 **Section 18.1.1. Salaries.** During each year of this Agreement, Step 1 through 3 of Schedule A shall
24 be increased by the cost of living (COLA) percentage increase provided by the Legislature for that year
25 in accordance with Initiative 732. It is agreed that any additional increase to the classified salary
26 allocation provided by the Legislature, beyond that required by Initiative 732, are not considered annual
27 COLA adjustments. It is further agreed, by the Association and the District that the above application
28 of COLA increases will not be in effect in any year impacted by a double levy failure.

29
30 It is understood and agreed by the Association and the District that there is an intent to work towards
31 mutually approved comparative average wages in all classifications.

32
33 During the 2008-09 school year, the District and Association will review the current comparable
34 districts. The District and Association will also conduct a salary comparison on the Health Room
35 Assistants, using the same district standards that were done for the salary increases for the 08-09 school
36 year.

37
38 During the 2009-10 school year, the District will apply the difference from the comparable study for the
39 Health Room Assistants.

40
41 During the 2010-11 school year, the District will apply an additional one-half percent (0.5%) increase to
42 all classified employees.

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47 During the 2011-12 school year, the District will apply an additional one-half percent (0.5%) increase to
48 all classified employees. Also during the 2011-12 school year, the District and Association will conduct

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MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF LAKEWOOD AND THE LAKEWOOD SCHOOL DISTRICT.

RE: Job Sharing

The District and Association agree to establish a task force in the 2008-09 school year for the purpose of examining the topic of job sharing. The committee will present their summary and recommendations to the Superintendent no later than May 1, 2009.

This Memorandum of Understanding shall become effective upon signature of both parties and shall be attached to the 2008-2012 Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON
LAKEWOOD CHAPTER

LAKEWOOD SCHOOL DISTRICT

BY: _____ signed by _____
Darryl Campbell, Chapter President

BY: _____ signed by _____
Dennis Haddock, Superintendent

DATE: _____ 8/27/2008 _____

DATE: _____ 8/27/2008 _____

MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF LAKEWOOD AND LAKEWOOD SCHOOL DISTRICT.

Re: Computer Lab training compensation

The District and Association agree that during the term of the 2008-2012 Agreement, Computer Lab Paraeducators shall be compensated at regular or overtime wages, whichever applies, for training related to the implementation of the 2009-2012 Technology Levy required by the employee’s supervisor or District Technology Director which occur outside of the employee’s regular work day.

This Memorandum of Understanding shall become effective upon signature of both parties and shall be attached to the 2008-2012 Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON
LAKEWOOD CHAPTER

LAKEWOOD SCHOOL DISTRICT

BY: _____ signed by _____
Darryl Campbell, Chapter President

BY: _____ signed by _____
Dennis Haddock, Superintendent

DATE: 8/27/2008

DATE: 8/27/2008