

Agreement by and between

Lake Washington School

District #414

&

Lake Washington Educational

Support Personnel

2006-2009

Effective September 1, 2006 through August 31, 2009

Lake Washington School District

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RECITALS

- A. Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (Employer), and the Lake Washington Educational Support Personnel/ESP/ WEA/NEA (Association).
- B. The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; and to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions.

DEFINITIONS

District - The term "District" as used in this Agreement will mean the Lake Washington School District No. 414, King County, Washington.

Association - The term "Association" as used in this Agreement will mean the Lake Washington Educational Support Personnel.

Immediate Family - The immediate family of the employee will be a spouse; parent; brother; sister; child; grandparent; or grandchild by blood, marriage, or legal adoption.

Household - Anyone permanently residing in the employee's residence and considered a part of the family.

Labor/Management - A work team comprised of representatives from the Association and the District. The team meets monthly to address issues brought forward by either party. Members may contact the Association president to identify issues for discussion.

ARTICLE 1 - RECOGNITION

Section 1.1

The Employer recognizes the Lake Washington Educational Support Personnel /ESP/WEA/NEA, as the exclusive representative for all full-time and regular part-time employees including those on approved leave of absence. Excluded from the unit are:

- Secretary to the Superintendent,
- Secretary to the Deputy Superintendent,
- Secretaries to the Assistant Superintendents, *as of Sept. 2006, (Directors of School Support) learning communities**
- Secretary to the Director of Human Resources,
- Secretary to the Department of Special Projects, Planning and Evaluations,
- Casual employees and student workers.

** per conversation with Pat Fowler-Fung 5/15/2007*

Section 1.2

Casual employees are those who work less than forty-five (45) workdays within any twelve-(12) month period in the same position.

Section 1.3

Any additional positions under consideration for exclusion, other than those listed above, would be subject to collective bargaining.

Section 1.4

The Employer agrees to not use student workers or substitutes to displace bargaining unit employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1

Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to determine

the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to subcontract work and to designate the work to be performed by the Employer or others and the places and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, prior to implementation of changes not normally subcontracted, the District shall discuss the contemplated changes with the Association. Management officials retain the right and obligation, according to Employer Board Policy, to do the following as enumerated below:

- A. Direct employees covered by this Agreement.
- B. Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for just cause.
- C. Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted.
- D. Discuss with the Association effecting changes in personnel practices that are of concern to employees within the units.

Section 2.2

Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically enumerated.

ARTICLE 3 - EMPLOYEE RIGHTS

Section 3.1

It is agreed that the 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, or not to join, the Association at their discretion.

Section 3.2

Neither the District, nor the Association, shall discriminate against any employee or applicant for employment by reason of race, religion, creed, color, marital status, sex, age, national origin, or the presence of any sensory, mental or physical handicap, or because of their membership or non-membership in the Association.

Section 3.3

The Association agrees and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict with, or inconsistent with, the District's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.18.

Section 3.4 Personnel Files

Section 3.4.1

Personnel files shall be maintained for each employee. The administrator in charge of the personnel files shall determine the contents of such files. The employee may attach his/her written comments to any disciplinary material in his/her personnel file. All materials contained in the file shall be dated and signed. The employee shall have the opportunity to sign any derogatory material prior to its placement in the personnel file. The employee, upon appointment, shall have the right to inspect all contents of his/her complete personnel file. Upon request, a copy of the file or any individual document will be afforded the employee. The employee may attach a written statement to any document contained in his/her district or building employee file.

Section 3.4.2 Employee Files

Each employee's district and building files will be kept confidential. Only the individual employee, the employee's authorized representative, district legal counsel, and district employees who have a need to review the file as part of their job function may have access to the personnel or building files.

Section 3.4.3 Employee Discipline

All information forming the basis for any formal disciplinary action may only be considered for two consecutive school years unless such information is related to a pattern of misconduct. Upon written request of the employee such materials contained in the building/district files shall be destroyed after two years, along with the written request.

Section 3.5 Complaints

Any complaint made against an employee or person for whom the employee is administratively responsible, by a parent, student or other person will be promptly called to the attention of the employee. Any complaint not

called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

Section 3.6 Safety

Section 3.6.1

For safety purposes employees will not be required to remain alone in an unlocked building.

Section 3.6.2

Students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff on a need-to-know basis as soon as the information is known.

Section 3.6.3

A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. Every effort will be made to achieve an appropriate temperature and/or air quality in the work site. The supervisor will work with the employee to resolve any concerns.

Section 3.6.4

Association members will be briefed and trained on roles and responsibilities including building emergency/crisis plans and medication procedures, as appropriate, by October 15 of each school year.

Section 3.7

At any time, Association members shall have the opportunity to meet with their administrator or designee to clarify their job responsibilities (e.g. medications, crisis plan, work schedule, peak load, student supervision).

Section 3.8 Medical Issues

Section 3.8.1

Association members shall refer any medical issues that fall outside of normal procedures to the nurse for resolution. Procedures will be updated and distributed by the District on an annual basis.

Section 3.8.2

School secretaries will not be required to administer medication to students during the student lunch period if no other adult is present.

Section 3.9 Building Budget Meeting

Principals will distribute copies of the building budget, including carryover, using a standard format, and will hold a meeting to discuss the budget with interested staff by November 15.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 4.1

The Association shall be furnished on request all regularly and routinely prepared public information concerning the financial condition of the District including annual financial statement and adopted budget.

In addition, the Employer will grant reasonable requests for any other information which may be relevant to grievances and negotiations.

Section 4.2

The Association may request the use of District facilities and equipment at reasonable times when such facilities and equipment are not in use. The Association agrees to follow prescribed District procedures for such use and to reimburse the District for any materials and supplies used.

Section 4.3

Collaborative processes will be used through representation on committees (i.e. labor management, reclassification, benefit advisory, levy) to further positive relationships between labor and management by addressing concerns/issues in a timely manner.

Section 4.4

The Association may use the District mail services, employee mailboxes, technology and electronic mail in compliance with District policies and regulations for communications to employees.

Section 4.5

The Association will have the use of a bulletin board in each work site for posting the Association notices. A copy of any posted notice will be supplied to the principal or supervisor.

Section 4.6

The district will grant up to thirty (30) days per year to employees for the purpose of Association business. Requests providing three (3) working days advance notice, if possible, will be approved by the Superintendent or designee. The Association will reimburse the District the cost of a substitute salary for each release day if a substitute is used.

ARTICLE 5 - NO-STRIKE AND NO LOCK-OUT AGREEMENT

Section 5.1

During the term of this Agreement, the Association, its members, its officers or agents, acting individually or in concert with others, regardless of whether an unfair labor practice is alleged, will not engage in any strike, slowdown, or work stoppage against the District, and the District will not lock out any employee covered by this Agreement. If the members of the Association do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 5.2

If the Employer agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written agreement shall be reached between the Association and the District regarding the situation.

ARTICLE 6 - SALARY

Section 6.1

The 2006-09 salary schedule appears as Appendix A. Any additional state flow through moneys will be passed on to the bargaining unit.

Section 6.2 - Salary Schedule Level Movement

Section 6.2.1

See Appendix F, Letter of Understanding regarding Movement Equalization for Levels.

Section 6.2.2

In addition to any increment movements bargained in the contract, an annual level review will be accomplished in January 2007, 2008, and 2009. This review will look at vacancies that have occurred in levels B and C since the previous August and will use data as of December 31 of that year. Except as otherwise identified in Appendix F, vacancies in level C will first be filled with members of level B in order of unit seniority. Once those vacancies have been filled, resulting vacancies in level B will be filled by members of level A, again in order of unit seniority. No unit member will ever move backward as a result of these reviews. Personnel movement will be based upon total FTE not individual employees. The Association will be represented on this annual evaluation review panel.

Section 6.3 - Outside Employment Experience for Non-school Positions

When the District is unable to fill a position after two postings, the District may use outside employment experience to determine salary placement. Outside experience for school level positions must be relevant experience working in a school. For other than school positions, outside bargaining unit experience shall be examined on a case-by-case basis to determine initial salary placement under the provisions of this section, and shall not be subject to the grievance procedures of the contract.

Section 6.4

After serving forty-five (45) work days in the same position within any twelve (12) month period, the substitute will be paid the entry level wage rate for the position or the substitute rate, whichever is higher.

Section 6.5

An employee who is assigned to do the work of someone of a higher classification for more than ten days (10) shall be paid at the rate of the higher classification retroactive to the first day.

Section 6.6 Reclassification Committee

When an employee’s job requirements have changed (not level of ability or workload) to such a degree that their current responsibilities are not commensurate with their job classification, a review is available through the reclassification committee. This committee shall be comprised of the Coordinator of Business Services; a Human Resources Coordinator; LWESP UniServ Representative; and the LWESP President or a designee for any of the committee members. The purpose of the committee is to review requests and make recommendations for position reclassification.

Section 6.7

The District recognizes the Professional Standards Certificate as issued by the National Association of Education Office Professionals and higher education degrees, with the following provisions beyond the salary schedule:

Basic Standards Certificate	\$25.00 per month
Associate Professional Certificate	\$30.00 per month
Associate of Arts Degree	\$30.00 per month
Advanced I Certificate	\$35.00 per month
Advanced II Certificate	\$40.00 per month
Certified Professional Secretary	\$40.00 per month
Advanced III Certificate	\$45.00 per month
Bachelor’s Degree	\$45.00 per month
Master’s Degree	\$55.00 per month

Salary recognition will apply to the highest certificate or degree held by the employee. Employees intending to complete work necessary for a certificate shall notify the Human Resource Office by May 15 of the year preceding the work to be completed. Filing dates for recognition on the salary schedule shall be: July 31, to receive payment beginning with the September pay warrant and January 31, to receive payment beginning with the March pay warrant. The schedule for such payment will be reviewed periodically by both the Association and the District. Part-time employees shall be paid on a prorated basis.

Section 6.8

Employees shall receive a pay differential for regularly scheduled hours worked before 6:00 a.m. and after 6:00 p.m. of 15 cents per hour.

Section 6.9 Automatic Payroll Deposit

All employees hired after ratification of this agreement shall, as a condition of employment, participate in the district’s automatic payroll deposit program. The employee shall state, on a form provided by the district, the financial institution to which its earnings are to be deposited. Current employees will be expected to enroll unless they can provide a valid reason to not participate.

ARTICLE 7 - WORK YEAR

Section 7.1

A regular employee, working four (4) or more hours per day, shall be assigned a prescribed work year based on their position and number of work days. Actual days may vary for 12-month employees because of calendar fluctuations.

Section 7.2

Periods of time between the ending and beginning of work year assignments shall be known as furlough periods. Vacation, sick leave and all other benefits shall not accrue while an employee is on furlough status.

Section 7.3

The length of an employee's work year assignment may be adjusted by the Employer to meet the conditions created by an economic setback, inoperable facilities, and/or an increase or decrease in the work load upon at least two weeks' notice except in emergency situations as agreed to by the Employer and the Association.

Section 7.4

If the start date of the employee's work year is to be prior to the contracted start date, the District will notify the employee by the last day of the previous work year.

Section 7.5 Peak Work Load

By September 15, each school (including the alternative schools) will receive a designated amount of peak work-load money for use during that school year. The intent of peak-load dollars is to provide additional secretarial time associated with peak-work times. A plan for use of building peak work-load money will be developed jointly with the secretaries and administrators by October 15.

Section 7.6 Required In-service/Staff Development Activities

Should the Employer require attendance of bargaining unit members at in-service/staff development activities, the Employer shall either provide release time for such attendance or pay the employee his or her hourly rate, or other mutually agreed upon rate, in accordance with state and federal regulations regarding such activity.

Section 7.7 Professional Development Days

Bargaining unit members may in addition to their normal work schedules participate in up to three (3) days (prorated for part-time employees) of staff development training during each year of this agreement. Such training shall be planned cooperatively between the employee and the building principal or supervisor and is subject to final approval by the building principal or supervisor. The employee may appeal denial of a request to the superintendent or her/his designee. Employee attendance at training programs shall be optional. Employees shall be compensated at their regular straight-time hourly rate of pay in compliance with state and federal regulations regarding such activities.

Section 7.7.1 Training Fund

The District will provide a training fund to provide tuition for workshops/classes that are not offered by the District. One-half of the funds will be available in August and the other half will be available in February. Funding will be for materials, mileage, sub costs, meals, registration, or tuition.

Application may be made with a mandatory supervisor's signature. The signature means that the supervisor agrees that the training will enhance job knowledge. Money will be dispensed on a first-come first-served basis.

Section 7.7.2 Mentor/Training Program

A staff development mentor/training program provides assistance to all new school office managers with training and support from an experienced officer manager. Assistance for other positions will be considered on an as-needed basis by Staff Development.

Section 7.8 Level Meetings

The parties shall create a Steering Committee that will agree annually which district designated student early release days will be utilized for in-service activities for school secretaries and office managers. This Steering Committee shall be comprised of no more than three (3) representatives selected by the LWESP and no more than three (3) representatives selected by the District. These days may also be utilized for "Round Table" discussions for the elementary and secondary secretaries and office managers.

When meetings are scheduled on student early release days work hours may be adjusted to accommodate these meetings with the approval of the building administrator. When applicable, employees may use optional hours to attend these meetings.

ARTICLE 8 WORK DAY

Section 8.1

Normal work days shall be Monday through Friday. Flexible work hours shall be allowed where there is minimal disruption of the work place as determined by the building principal/supervisor.

Section 8.2

Employees working six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute rest periods as scheduled by the supervisor and one-half (1/2) hour duty free, unpaid lunch period as part of the working day. No employee shall be required to work more than five (5) consecutive hours without a meal break.

Section 8.3

Employees working from three (3) to six (6) hours per day shall receive a fifteen-(15) minute rest period as part of the paid working day.

Section 8.4

When staggered lunch periods are assigned, a corresponding staggered starting time and end of work day may be arranged. An employee may request an extended lunch period to a full hour with a corresponding extension of the work day when approved by the immediate supervisor.

Section 8.5

It is the duty and responsibility of supervisors to ensure that employees are completely relieved from duty during their lunch period.

Section 8.6 Overtime

All overtime work, including compensatory time, shall be supervisor authorized. Hours worked beyond forty (40) hours per week shall be compensated at one-and-one-half (1-1/2) times the employee's hourly rate. All work performed on holidays shall be compensated at two-and-one-half (2-1/2) times the employee's hourly rate. The employee may choose to take compensatory time in lieu of overtime pay. The use of compensatory time must be supervisor authorized and must be completed within twenty (20) work days of earning such time. If compensatory time cannot be taken within this timeframe, the employee shall be paid at the rate of one-and-one-half (1-1/2) times the employee's hourly rate. For the purpose of calculating overtime, paid holiday hours shall be considered as time worked.

Section 8.7 Flex Day

Less than 260-day employees may bank up to one work day of flex time to be used during the work year at a time which is agreeable between the employee and the supervisor. Time worked for the purpose of "banking" in accordance with this Flex Day section may not exceed forty hours a week (40). Any time worked in excess of forty (40) hours must be supervisor authorized and compensated in accordance with Section 8.6 above. The flex day must be used during the work year.

Section 8.8 Adjusted Calendar Day(s)

Less than 260 day employees may adjust their calendar by up to three (3) days per work year, including school days, for the purpose of accommodating personal needs.

Section 8.8.1

Days shall be calendared by October 15 of each year, by mutual agreement of the employee and his/her supervisor. Exceptions to the October 15 deadline shall be mutually agreed upon by the employee and the supervisor. The days shall be achieved by the adjusting of an individual employee's calendar, rather than increasing an employee's work year.

Section 8.8.2

Unusual circumstances or events shall trigger the availability of these days.

Section 8.9 Inclement Weather

The Association and District agree that staff is expected to report to work at the regularly scheduled time during periods of inclement weather. However, the parties further recognize that inclement weather conditions may prevent the timely arrival of employees for safety and/or other related reasons. In such cases, employees may use emergency leave, vacation (12-month employees), comp time, discretionary leave, or, with supervisor's approval, make up the time lost. The employee will discuss these options with the supervisor upon returning to work. School staff reporting to work on a day when school closures are publicly announced late (after 5:30 am for secondary and after 6:30 am for elementary) shall be paid two (2) hours at their hourly rate.

ARTICLE 9 PROBATION PERIOD

All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. At the end of this period, the employee will be evaluated by the immediate supervisor. If, upon evaluation by the immediate supervisor, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review through the grievance procedure of this Agreement. If the employee's performance is determined to be satisfactory, a recommendation for regular employment shall be transmitted through proper channels. Upon regular employment, the new regular employee shall be given credit for or paid for, as appropriate, benefits which would have accrued if the employee had been a regular employee during the probation period.

ARTICLE 10 LEAVES

Section 10.1 Vacation Leave

Section 10.1.1

Vacation Formula: Regular employees working 4 hours or more per day will receive vacation leave according to the following formula: ("Years" means number of years in district).

Days	Months	Years 1-4	Years 5-10	Years 11-15	Years 16 +
Per month		1	1.417	1.583	1.833
185-190	9.5	10	14	15	18
200	10	10	15	16	19
210	10.5	11	15	17	20
215-220	11	11	16	18	21
*261	12	12	17	19	22
Maximum		12	17	19	22

**Includes vacation & holidays*

Section 10.1.2

Vacation leave shall be scheduled at a time most convenient to the Employer, but insofar as possible, at a time mutually agreed upon by the employee and immediate supervisor.

Section 10.1.3

Twelve-month employees who have completed one year of employment shall be credited with vacation allocation on August 16 following the completion of such year and each year thereafter.

Section 10.1.4

Vacation leave shall not be cumulative for those employees working less than twelve (12) months. Twelve-(12) month employees may accumulate and carry forward a maximum of eighty-eight (88) hours of unused vacation into the following year with mutual agreement of employee and supervisor. At no time may accumulated vacation exceed a total of 264 hours.

Section 10.1.5

If, due to the desires of the Employer, accrued vacation would exceed allowable levels, the Employer shall reimburse the employee for unused vacation at the employee's regular rate of pay.

Section 10.2. Sick Leave for Illness, Injury and Emergency

Sick leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Sick leave shall be credited on employees first yearly work day. Should the employee terminate prior to the end of the work year, a deduction will be made for sick leave used in excess of accrual. Unused sick leave shall accumulate from year to year up to the number of days allowed in the current year's assignment while the employee remains in the employ of the district.

Section 10.2.1

Sick pay will be paid only for periods of absence caused by illness or injury of the employee or immediate family member of the employee. "Immediate family" for purposes of this section shall be defined as the employee's spouse or the employee's son or daughter who is 18 years of age or younger, or anyone permanently living at the employee's residence and considered part of the family. The superintendent or designee may consider extraordinary situations on a case-by-case basis.

Section 10.2.2

If it appears the leave provisions of this article are being abused, the District may require the employee to submit proof of illness or injury.

Section 10.2.3

Employees who resign or are terminated lose the benefit of accrued sick leave.

Section 10.2.4

In the event an employee returns to the employ of the District within two (2) years after layoff, accumulated sick leave may be re-established upon the recommendation of the Superintendent.

Section 10.2.5

Employees granted an approved leave of absence by the Employer Board retain accrued sick leave, but do not accrue sick leave during the approved leave of absence.

Section 10.2.6 Emergency Leave

A maximum of four (4) of these prorated days may be used for emergency purposes each year. Conditions for granting emergency leave, which comes out of sick leave, are as follows:

- A. The situation will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.)
- B. The employee will call the principal/supervisor or designee and will explain the situation and request that emergency leave be allowed.
- C. Unused emergency leave shall not accrue from year to year.
- D. Emergency leave, without any deduction from salary, may be determined and granted by the Superintendent or designee for days in excess of days granted above.

Section 10.2.7 Attendance Incentive Program

(1) In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, That no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day per month. (2) At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave.

The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Section 10.3 Jury Duty/Subpoena Leave

Any employee who is called for jury duty or is subpoenaed as a witness in a court proceeding, will have deducted from his/her pay only that amount which he/she earns while serving in that capacity.

If the employee is the plaintiff or defendant in a case, there will be no compensation, except out of defensive judicial proceedings arising from the nature of his/her employment in the interest of the District.

Section 10.4

Upon receipt of a jury summons, or subpoena, the employee will immediately notify his/her immediate supervisor and the Personnel Department. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service, or of witness service, and the pay received. Salary payment to the individual will not exceed the employee's normal pay. The employee shall keep travel reimbursement.

Section 10.5 Bereavement Leave

In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with pay will be permitted. Such leave is with pay and shall be non-accumulative.

Section 10.6 Discretionary Leave

Up to two (2) days with pay per year may be used for discretionary leave without justification.

Section 10.6.1

Discretionary leave will be scheduled at least 48 hours in advance with building principal or designee.

Section 10.6.2

Discretionary leave may not be used during the first or last week of school.

Section 10.6.3

No more than ten (10) bargaining unit members requiring substitutes may take discretionary leave on a given workday.

Section 10.6.4

No more than one bargaining unit member per site who requires a substitute may access discretionary leave per day.

Section 10.6.5

Additional bargaining unit members may take discretionary leave without a substitute upon prior approval of the building principal or designee. Other extenuating circumstances or requests may be made to a building principal or designee.

Section 10.6.6

An employee may accumulate up to five (5) Discretionary Leave days. Unused days may be carried over from one school year to the next for a maximum of five (5) days. Accumulated days shall carry forward until used. Unused Discretionary days in excess of five (5) days shall be forfeited at the end of the school year.

Section 10.7 Religious Leave

An employee may use discretionary leave, adjusted calendar days, a flex day, or vacation if available, to observe religious holy days. Any extenuating circumstances or requests may be made to a building principal or designee.

Section 10.8 Shared Leave

The Superintendent or designee shall determine the amount of shared leave an employee may receive and may authorize an employee to use up to a maximum of 261 days of shared leave during total state employment. All forms of paid leave available for use by the recipient must be used prior to using shared leave. All employees shall be eligible to receive shared leave if the employee suffers from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. This provision shall be available to employees per RCW 28A.400.380 and in accordance with board policy. All requests for shared leave shall be forwarded to Personnel Services.

Section 10.9 Temporary Disability Leave**Section 10.9.1**

Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery or because of pregnancy or childbirth and may only be granted for the period of actual disability and shall not exceed one (1) year, or two (2) years in the event of an on-the-job injury.

Section 10.9.2

Employees shall notify their immediate supervisor and the Director of Human Resources of their requests for temporary disability leave. If possible, such notification shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The District may require a doctor's certification that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 10.9.3

Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The District may, at its discretion, and at its own expense, have the employee examined by a doctor of the District's choice, at any time.

Section 10.9.4

Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists, if the leave is granted for an injury or serious illness and does not exceed one year. Employees returning from temporary disability leaves which exceed the above deadline will be assigned to an equivalent vacancy when one becomes available. Refusal to accept the available position shall terminate the employee from this district.

Section 10.9.5

An employee on approved temporary disability leave will retain accrued sick leave, vacation and seniority rights. Employees granted temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 10.2 Sick Leave.

Section 10.9.6

The District reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used as defined in this section(s).

Section 10.9.7

Employees filling positions of employees who are on temporary disability leave resulting from injury or serious illness will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this agreement. Such employees will not be guaranteed continued employment beyond the term of the leave.

Section 10.10 L & I Benefits

If an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of Washington State Industrial Insurance law, the employee may elect to have the Employer pay the employee an amount equal to the difference between the amount paid by State Industrial Insurance and the amount the employee would have otherwise normally been eligible in sick leave benefits. The employee shall notify the Employer in advance should they elect to utilize accrued sick leave benefits in the manner described under this Section. Such payments(s) to the employee shall be made at such time as the difference is known. The Employer's obligation ceases upon expiration of the employee's accumulated sick leave. The Employer shall continue to pay its share of benefits for three months after the employee's sick leave has expired.

Section 10.11 Light or Reduced Duty

The District and the Association recognize the benefits of returning an employee to work as quickly as is reasonably possible following an injury or illness which has caused an absence from work. Therefore, the Association agrees that employees who have been released by their personal medical doctor to return to light duty work may perform work normally done by bargaining unit members, provided that such light duty assignment shall not result in a reduction in the number of hours assigned the bargaining unit members. Such light duty work will be performed to supplement rather than supplant bargaining unit work and may be performed by other, non LWESP district employees.

Section 10.12 Compliance with ADA and FMLA

The Association recognizes the District's responsibility to comply with the requirements of the Americans with Disabilities Act, 42 U.S.C. 12001 et seq. (the "ADA") and the Family and Medical Leave Act of 1993, 29 U.S.C. 2654 ("FMLA"). Should any provision of this agreement be in conflict with either of these federal laws or Washington statutes which apply to employees with disabilities or family medical leave, the federal laws and state statutes will be controlling. Specific provisions of FMLA are contained in Appendix C.

Section 10.13 Leave of Absence

Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits.

Section 10.13.1

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent and upon approval by the Employer Board, an employee may be granted an extended leave of absence without pay for a period not to exceed one (1) year. Application for such leave must be made in writing on or before April 15 of the school year preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written request with the Superintendent or designee for exception to the April 15 deadline.

Section 10.13.2

An employee returning from an extended leave of absence of less than ninety (90) work days will be reinstated in the same position held prior to the leave if the position exists.

Section 10.13.3

An employee who returns from an extended leave in excess of ninety (90) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in duties and salary to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment, the Employer is released from all obligation under this Article. An employee may choose to be reinstated in a vacant position for which the employee is qualified, but which is of less status and pay; provided that should an employee voluntarily accept a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph.

Section 10.13.4

The employee will retain accrued sick leave and other rights extended by the District while on extended leave of absence.

Section 10.13.5

Vacation leave, sick leave, or other benefits shall not accrue while an employee is on leave of absence.

Section 10.13.6

The employee will receive no credit for salary advancement while on leave of absence.

Section 10.13.7

If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the employee shall be considered as having resigned without notice and shall be terminated.

Section 10.14 Child Care Leave

Any employee may request child care leave for up to one year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long term child care leave will be without compensation and employer benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child-care leave will be placed in accordance with the provisions in Section 10. 13.3.

ARTICLE 11 - DISTRICT- ASSOCIATION COMMUNICATION

Section 11.1

The Superintendent or designee(s) and the Association President or designee(s) will meet at the request of either party to discuss appropriate matters of mutual concern. The party calling the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

ARTICLE 12 HOLIDAYS

Section 12.1

Regular employees covered by this Agreement, working four (4) hours per day or more, shall receive the following paid holidays: **Normal for twelve-(12) month employees. Other employees who work less than twelve months but work before and after Independence Day in a given year, shall submit a time card to receive holiday pay.*

- | | |
|------------------------|-------------------------------|
| Labor Day | New Year's Eve Day |
| Veterans' Day | New Year's Day |
| Thanksgiving Day | Martin Luther King's Birthday |
| Day After Thanksgiving | Presidents' Day |
| Day Before Christmas | Memorial Day |
| Christmas Day | Independence Day* |

Section 12.2

Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Employees shall be notified each December of the holiday schedule for the following year. Such designation shall be consistent with the school calendar. Should the school calendar be revised, employees will be notified of such revision.

Section 12.3

Regular employees covered by this Agreement, working four (4) hours per day or more who do not work on holidays recognized within this Agreement shall be paid at their regular rate of pay provided that:

Section 12.4

Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this Agreement shall be paid for the hours worked at one-and-one half (1-1/2) times their regular rate of pay in addition to the above holiday pay.

Section 12.5

Should a holiday occur while a regular employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

Section 12.6

Regular employees covered by this Agreement, working four (4) hours per day or more, shall receive holiday pay in proportion to the number of hours worked per day.

ARTICLE 13 - INSURANCE

Section 13.1

Effective October 1, the Employer shall provide the full state funded contribution for all employees on a "Full-Time-Equivalent" (FTE) basis for each regular employee who works four (4) hours per day or more for the purchase of certain insurance programs (e.g. hospitalization, medical, dental, life, long term disability (LTD) insurance, etc.) for school district employees. "Full-Time-Equivalent" shall mean an employee who is compensated for 1440 hours in a calendar year. Such contributions shall first satisfy the full cost of the dental, life and other mandatory insurance benefits.

Section 13.2

The Employer will continue to supplement the insurance benefit by \$12.00 per FTE per month. This provision will apply to the extent that the state allows the Employer to continue providing these benefit dollars above state allocation levels.

Section 13.3 Pool

Should the eligible employee be unable to utilize the entire District contribution per FTE for dental, health, and long term disability insurance, the remaining unspent balance shall be pooled among all employees working 1440 hours or more per year for payment of their medical and dental insurance premiums up to the actual cost.

The level to which the district is obliged to fund the Health Benefit Pool will be determined based on the number of FTE (based on 1440 hours) employed by the district in this bargaining unit as of October 1 of each year school year and adjusted monthly.

Section 13.4 Liability

The District will provide liability insurance coverage for employees against claims or damages brought against that employee for actions while the employee was acting within the scope of their employment.

ARTICLE 14 - DISCIPLINE

Section 14.1

Employees shall be disciplined for just cause. Discipline includes warning, reprimand, suspension, reduction in rank, discharge or other Employer action that would adversely affect the employee. Discipline shall be corrective rather than punitive.

Section 14.2 Right to Representation

Employees will have the right to have a representative of the Association present when being reprimanded or disciplined. Specific grounds forming the basis for formal disciplinary action will be made available to the

employee and the Association in writing two days prior to such action. The employee, the Association and the District may agree to waive the timelines.

ARTICLE 15 - RETIREMENT

Compulsory retirement age of all employees shall be in compliance with State law. The age of the employee as of September 1 of any new school year shall be construed as the age as affected by the compulsory retirement schedule.

ARTICLE 16 - ASSIGNMENT, VACANCIES AND TRANSFER

Section 16.1

A vacancy shall be defined as a position vacated through transfer, resignation, termination, retirement or a new position created within the bargaining unit. Whether such vacancy shall be filled shall be determined solely by the Employer.

Section 16.2

When the Employer decides to fill such a vacancy, it can do so by transferring a member of the bargaining unit without posting the vacancy.

Section 16.3

Vacancies which cannot be filled by transfer without posting or by qualified laid-off members of the bargaining unit shall be posted in all District facilities.

Section 16.4

The District maintains its prerogative to interview and select applicants for employment. Bargaining unit employees who meet the qualifications and criteria specified on job postings may apply for such positions. The Human Resources Department shall select the best-qualified bargaining unit applicants and refer them to the supervisor. Should more than three qualified bargaining unit members apply, the supervisor shall interview a minimum of three.

The Human Resource Department's decision regarding the qualifications and the supervisor's selection of the finalist shall not be subject to the grievance procedure of this agreement.

Section 16.5

When the qualifications and experience of a bargaining unit applicant and an outside applicant are determined by the district to be essentially equal, the qualified bargaining unit applicant shall be given the available position.

The district's decision regarding qualifications is not subject to the grievance procedure of this agreement.

Section 16.6

Whenever vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be observed:

Section 16.6.1

Employees with specific interest in transferring and in possible vacancies will notify the Human Resource Department of their interest, in writing, during the last regular work week of school and shall include a summer address and telephone number.

Section 16.6.2

Should a vacancy occur, the Human Resource Department shall make every effort to notify the employees who have expressed an interest in said position or similar positions.

Section 16.6.3

The employees so notified shall have the responsibility of contacting the Human Resource Department indicating their interest in said position within three (3) days of receiving such notification.

Section 16.7

An employee transferred to a position with a different job title shall be placed on that level of the new classification lane which equals her/his salary in the former position.

Section 16.8

An employee receiving a promotion in the same job classification (i.e., Secretary to Secretary, Accounting to Accounting) shall be placed at the next highest salary rate.

Section 16.9

An employee receiving a promotion to a different job classification (i.e., Accounting I to Secretary III) shall be placed at the same or next higher salary rate. In no case shall a promoted employee be placed at a lower salary rate.

Section 19.10

Employees returning to the bargaining unit from a position with the district not covered by this agreement shall be credited with the same number of years of service they had immediately prior to leaving the bargaining unit.

Section 16.11

In the event the district must reduce the number of employees at a job site or in a department, the supervisor will first ask for a volunteer to be involuntarily transferred. The district will make the final decision regarding which employee is transferred. An individual may only be involuntarily transferred once every three (3) years unless they are the only employee in the department.

Section 16.12

Employees involuntarily transferred to positions with a lesser rate of pay shall receive their old rate until the rate of pay of the transferred position equals that of the former position.

Section 16.13

Prior to an involuntary transfer taking place, the supervisor(s) involved shall confer with the employee regarding the transition process.

Section 16.14

The District and Association recognize the desirability of making assignments which consider the interests and aspirations of the employees. To this end, should reorganization or reassignment be necessary, a conversation between employee and supervisor will take place for the purpose of discussing the reasons for the reassignment.

ARTICLE 17 - SENIORITY

Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first work day within the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

ARTICLE 18 - LAYOFF, RECALL AND SEPARATION

Section 18.1 Layoff Definition

Layoff shall be defined as follows: Termination of employment due to economic setback, inoperable facilities, a decrease in the work load, other conditions that reasonably require a reduction in force. Economic setbacks necessitating layoff include the following:

- A. Enrollment decline
- B. Failure of a special levy or other events resulting in reduction in revenue
- C. Termination or reduction of funding of categorical projects.

Section 18.2 Layoff Notification

- A. In the event the District anticipates a need to lay off employees, it shall notify the Association ninety (90) calendar days prior to such layoff. A District representative shall meet with a representative of the Association in a timely manner to explain the reasons for the layoff.
- B. The Employer shall provide the Association with the names of all employees to be laid off as soon as possible after such determination has been made. Employees laid off under the provisions of this section shall be notified by the Employer in writing thirty (30) days prior to the effective date of layoff.

Section 18.3 Layoff Procedures

- A. If the Employer decides that layoff is necessary, it shall determine the number of employees and job classification to be reduced. The Employer will encourage employees to apply for leaves without pay to further lower the number to be reduced.
- B. Layoff shall be conducted in inverse order of seniority within the job title specified in the salary schedule (Appendix A), provided that school secretaries shall be further sub-divided into elementary and secondary titles for the purpose of this section.
 - 1. The displaced employee shall first fill any open position in the same position code.
 - 2. In the absence of any open positions, the displaced employee can bump the least senior employee with the same position code.
 - 3. If there is not someone less senior in the affected employee's position code, the displaced employee may be placed in a vacant bargaining unit position that they held within the last five (5) years provided that they are qualified to perform the duties and responsibilities and that such placement does not result in a wage increase.
 - 4. If there is not someone less senior in the affected employee's position code, and there are no vacancies as identified in paragraph 3 above, the displaced employee, if qualified can bump the least senior employee with a similar job title in the next lower salary range.
 - 5. If there is not someone less senior in a similar job title in the next lower salary range, the employee may bump the most junior employee in a bargaining unit position they held within the last five (5) years provided that they are qualified to perform the duties and responsibilities and that such movement does not result in a wage increase.
- C. The question of qualification shall be determined solely by the Employer and such determination shall not be subject to the grievance procedure of this Agreement.
- D. Laid-off employees shall be placed into a re-employment pool at an unpaid status. The opportunity to transfer into open positions will be based on seniority and qualifications. If an employee refuses an opportunity to return to an open position, this transfer right will expire. This right to transfer will last for one year from date of layoff.

Section 18.4 Recall Procedures

- A. Each laid off employee shall state in writing on a form provided by the Employer the type of bargaining unit work and the number of hours he/she will accept if recalled. If the employee refuses recall to such position, he/she will retain their place in the recall pool and may be afforded one additional recall opportunity. Should the employee refuse a second recall opportunity, he/she will be removed from the recall pool. Laid off employees remain in the recall pool for a period not to exceed one (1) year from date of layoff.
- B. Vacancies will be filled in accordance with Article 16, Assignment, Vacancies and Transfer.
- C. The question of qualification shall be determined solely by the Employer and such determination shall not be subject to the grievance provision of the Agreement.
- D. Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the personnel office.
- E. The Employer shall first attempt to reach persons selected for recall by telephone. If not successful, the Employer shall send notification by certified mail. The individual will have three (3) calendar days excluding weekends following telephone contact or receipt of such letter to accept employment in the position. A person who fails to notify the Employer of intent to accept the position offered within the three (3) calendar days above shall have no right to placement in the position. In the event that the person selected for recall fails to notify the Employer of intent to accept the position within the three (3) calendar days or the person declines employment in the position, then the Employer shall consider the person next in order of recall and notify him/her of

the selection as set forth herein. Failure of the employee to properly notify the employer of acceptance or rejection of a placement offer will be considered a refusal for purposes of 18.4.A.

- F. The employee's bargaining unit seniority prior to layoff shall be restored upon return to active employment within the bargaining unit.

Section 18.5 Separation Procedures

Upon voluntary separation from regular service, an employee will be paid for his/her accumulated vacation hours. Payment shall be made within 60 days of separation. Employees shall give two weeks' written notice of resignation.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.1 Grievance Definition

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of a specific Article or Section of this Agreement. Such grievances shall be subject to the following resolution procedure.

Section 19.2 Grievance Steps

Section 19.2.1 Step 1, Oral Discussion

The employee shall first discuss the grievance with his/her immediate supervisor. This shall be done within thirty (30) calendar days after the employee should reasonably have knowledge of the occurrence which gives rise to the alleged grievance. A representative of the Association may, at the employee's option, be invited to attend and/or speak in behalf of the employee. Every effort should be made to resolve the grievance at this level in an informal manner.

Section 19.2.2 Step 2, Grievance Reduced to Writing Supervisory Level

If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will reduce to writing a statement of the grievance which will contain the following: a) the facts upon which the grievance is based; b) a reference to the articles and sections of the Agreement alleged to have been violated; and c) the remedy sought. The employee within ten (10) work days following the Step 1 discussion will submit the written grievance to the immediate supervisor for reconsideration, with copies to the Director of Human Resources or their designee. The parties will have five (5) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Association shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 19.2.3 Step 3, Next Line Administrator Level

If no settlement has been reached in Step 2, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the next appropriate line administrator. After such submission, the appropriate line administrator and employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Association shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 19.2.4 Step 4, Superintendent Level

If no settlement has been reached in Step 3, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the Employer Superintendent. After such submission, the Superintendent or designee(s) and the employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Association shall be given reasonable opportunity to be present, and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 19.2.5 Step 5, Arbitration

If a grievance is not satisfactorily resolved at Step 4, the Association may, within fourteen (14) calendar days after receipt of the written response in Step 4, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Employer and the Association.
- C. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The District and Association will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Section 19.3 Grievance Requirements

Section 19.3.1

Grievances claims involving retroactive compensation will be limited to no more than one year prior to the written submission of the grievance to the employer.

Section 19.3.2

In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 19.3.3

The Employer will not discriminate against any individual employee or the Association for taking action under this Article.

Section 19.3.4

Upon a reasonable request of the Association, the Employer will cooperate in the Association's investigation of any grievance and will furnish the Association such information germane to the grievance.

Section 19.3.5

All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file.

Section 19.3.6

Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

ARTICLE 20 - DUES DEDUCTIONS AND REPRESENTATION FEES

Section 20.1

All employees in the bargaining unit shall, as a condition of employment, on or before thirty (30) days from the first day of work or the effective date of this Agreement, whichever is later, become a member of the Association or pay an amount equivalent to the regular dues of the Association including local, state and national dues.

Section 20.2

Membership shall continue in effect from year to year unless a request for revocation is submitted to the District and the Association signed by the employee between August 1 and September 1 of the designated school year for which revocation is to take effect.

Section 20.3

The employer shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a representation fee equivalent to such dues.

Section 20.4

An employee objecting to the representation fee based upon bona fide religious tenets or teachings of a church or religious body shall notify the Association and the Employer of such objection in writing. Upon the filing of such objection, the Employer shall not withhold the employee's representation fee unless it is determined by the Public Employees Relations Commission (PERC) that the employee does not have a bona fide religious objection. Should PERC determine that the employee has a bona fide religious objection, said employee shall pay an amount equal to the representation fee to a charitable organization agreed to by the Association and the employee.

Section 20.5

The employer shall transmit the dues to the treasurer of the Association each pay period.

ARTICLE 21 - MILEAGE

Employees authorized to use their own transportation on Employer business shall be reimbursed at the current Internal Revenue Service recognized rate.

ARTICLE 22 - WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Association voluntarily and unqualifyingly waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

ARTICLE 23 - DURATION

This agreement shall remain in full force and effect from August 16, 2006 through August 15, 2009. Not fewer than sixty (60) days prior to August 15, 2009, the employer and the Association shall meet for the purpose of negotiating this agreement.

ARTICLE 24 - STATUS OF AGREEMENT**Section 24.1**

Once a tentative agreement on a collective bargaining agreement has been reached, such Agreement will become effective when ratified by the Association and approved by the Board and executed by authorized representatives thereof and may be amended or modified only with the mutual consent of the parties.

Section 24.2

This Agreement will supersede any rules, regulations, policies or resolutions of the district which are contrary to or inconsistent with its expressed terms.

ARTICLE 25 - CONFORMITY TO LAW**Section 25.1**

This agreement will be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

Section 25.2

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

ARTICLE 26 - EMPLOYEE EVALUATION**Section 26.1**

Evaluation is a necessary process by which the performance of all employees in the LWSD is measured against a set criteria. It is intended to help staff members grow and develop as well as to ensure a high level of

performance. The immediate supervisor will evaluate the performance of each employee in his/her current position each year using the agreed upon evaluation form. Additional evaluations will be completed at the request of either the supervisor or employee.

Section 26.2

The written evaluation will be discussed privately with his/her supervisor. It is understood that other bargaining unit members may transcribe the evaluation, however they shall not write, or be present at the evaluation conference of other members. The individual being evaluated may request to be accompanied.

Section 26.3

Distinguished, improvement needed and unsatisfactory performance levels require comments. Unsatisfactory performance levels must be accompanied by an indication of specific areas of needed improvement. An opportunity will be provided, including reasonable help, for the employee to improve in the areas indicated. A written growth plan will be included.

Section 26.4

A copy of the employee's evaluation will be given to the employee and one copy will become part of the employee's personnel file.

Section 26.5

Annual evaluation is due on June 1 for employees working less than 12 months, and on July 1 for 12-month employees.

**LAKE WASHINGTON ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

**LAKE WASHINGTON SCHOOL DISTRICT
EMPLOYER BOARD**

DATED _____

DATED _____

By _____
Local Representative

By _____
School Board Chairperson

By _____
Local Representative

By _____
Board Member

By _____
Board Member

By _____
Board Member

By _____
Board Member

Appendix A

Lake Washington Educational Support Personnel 2006-2009

APPROVED: December 1, 2003

EFFECTIVE: August 16, 2006

SALARY RANGE	JOB TITLE	POSITION CODE	LEVELS		
			A	B	C
0	Clerical Assistant	O*0A	\$11.50	\$11.73	\$11.98
1	Accounting Technician I Office Assistant	O*1T O*1A	\$12.50	\$13.95	\$14.87
2	Receptionist Administration Secretary I	O*2R O*2S	\$13.41	\$14.77	\$16.12
3	School Secretary Data Processors Library Catalogers Media Technician	O*3S O*3D O*3L O*3M	\$14.61	\$15.46	\$16.96
4	Office Manager I Administration Secretary II Accounting Technician II Jr High VP Assistant	O*4M O*4S O*4T O*4A	\$15.27	\$16.15	\$17.67
5	Office Manager II Administration Secretary III Accounting Technician III	O*5M O*5S O*5T	\$16.58	\$17.38	\$19.21
6	Administration Secretary IV	O*6S	\$17.87	\$18.70	\$20.31

Appendix B

ARTICLE 20 - DUES DEDUCTION AND REPRESENTATION FEE

Dues Deduction Authorization

I hereby declare that I am a member of the Lake Washington Educational Support Personnel and I hereby voluntarily assign to the LWESP from any salary or wages earned or to be earned by me as your employee such regular and periodic membership dues for the LWESP as the Secretary of the LWESP may from time to time certify as due and owing by me.

I authorize and direct you to deduct such amounts from my pay and to remit the same to the LWESP in such manner as may be agreed upon between you and the LWESP at any time while this authorization is in effect.

The assignment and authorization shall be irrevocable for a period commencing with the date of delivery hereof to you and running until the termination of the current collective bargaining agreement now in effect between the Lake Washington School District No. 414 and the LWESP and I agree and direct that this assignment, authorization and direction shall be automatically renewed of successor collective bargaining agreements between the Lake Washington School District No. 414 and the LWESP until revoked by the employee by written notice to the Lake Washington School District No. 414.

Date Signed _____

Employee's Signature _____

Employee's Name (Printed) _____

Employee's Address _____

Employee's Social Security Number _____

Date Delivered to Employer _____

Appendix C

Family Medical Leave Act

Employees of the Lake Washington School District are entitled to a total of twelve (12) work weeks of family and medical leave during any contract year (August 16-August 15). This leave is to be used for:

1. the birth of a child and to care for a newborn child;
2. the placement of a child with the employee for adoption or foster care that requires state action;
3. caring for the employee's seriously-ill spouse, parent, or child under eighteen (18) years of age, or a child age 18 or over who is incapable of self-care because of a mental or physical disability;
4. a serious health condition that makes the employee unable to perform her/his job functions.

If leave is taken for birth or placement for adoption or foster care and both spouses work for the Lake Washington School District, the family and medical leave that may be taken is limited to a combined total of twelve (12) work-weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation. Family and medical leave shall be without pay for all or part of the leave.

Employees must first exhaust all paid leave (when applicable) for Family Leave, and these days shall be subtracted from the 12 work-weeks (60 days). Employees desiring to apply for Family Leave need to request such leave in writing from the Director of Personnel thirty (30) days in advance unless the leave is not foreseeable, in which case, the employee must notify the District as soon as possible. The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family and medical leave regarding the employee's status and intent to return to work. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the date of the birth or adoption.

Family and medical leave shall be without pay for all or part of the leave, except that the Employee may use sick leave minus sub costs (if a sub is used) for caring for a seriously ill parent.

The Lake Washington School District shall be responsible for maintaining coverage under any group health plan for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family and medical leave, due to reasons within his or her control, the District may deduct from any sums owed to the employee for all health insurance premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

Upon returning from family and medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.

District approval is required for family and medical leave taken on an intermittent basis (such as working a reduced work-week) for the purpose of birth or because of placement for adoption or foster care. Leave to care for a seriously-ill family member or because of the employee's own serious health condition may be taken whenever necessary. Any employee who works primarily in an instructional capacity, and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term with paid medical benefits.

Appendix D

Letter of Understanding

**Between the Lake Washington School District (LWSD)
and the Lake Washington Education Support Personnel (LWESP)**

Regarding: Job Share

The LWSD and the LWESP have expressed a mutual desire to continue a job share program through the 2006-2009 negotiated agreement. This program will include the following elements and understandings:

1. Job share is voluntary on the part of the participants
2. The building administrator(s)/supervisor(s) must approve the job share each year for it to occur.
3. The personnel department shall make the final decision regarding a job share application.
4. Should the job share participants wish to continue for the next school year, they must request an extension. Should any participant desire to return to full-time, or if the job share is discontinued, the employee will not necessarily be assigned to the identical position occupied prior to the job share, but will be assigned to the first available equivalent position.
5. Job shares shall be for all school buildings and support services departments. Job share approval shall be based on yearly staffing allocation of hours.
6. Should a job share participant resign or take a leave of absence prior to, or during the school year, the job share situation will be handled as follows:
 - a. The vacated portion of the job share will be filled at the discretion of the building administrator
 - b. The vacancy will be posted in-district for five (5) work days to seek a compatible and qualified replacement. If an in-district replacement is not found, the vacancy will be posted out-of-district.
7. Job share participants will qualify for benefits as would any half-time (4+ hours per day) bargaining unit member employee. An explanation of how these benefits apply to half-time positions will be made available to each participant by the payroll office.
8. Applications for job share must include the following provisions:
 - a. Job share partners will be of the same bargaining unit level.
 - b. Division of tasks will be determined by the supervisor.
 - c. Agreement on acceptable division of time.
 - d. A communication system:
 - Between selves
 - With principal
 - With other staff

For the District _____ Date

For the Association _____ Date

Appendix E

Letter of Understanding

**Between the Lake Washington School District (LWSD)
and the Lake Washington Education Support Personnel (LWESP)**

Regarding: Outside Employment Experience for Non-school Positions

The District and Association agree to the following guidelines for implementation of Section 6.4, Outside Employment Experience:

- a. The district shall include an Outside Employment Experience form in the packet of information distributed to newly hired bargaining members who meet the conditions identified in Section 6.4.
- b. Qualified newly hired employees shall have a period of thirty (30) working days from their date of hire to submit a request for consideration of outside experience for purposes of salary placement.
- c. The formula for calculating credible experience shall be two (2) years of applicable outside experience for one (1) year of district experience with a maximum of four (4) years possible credit. Credit shall not be granted for applicable outside employment service not divisible by two (2).
- d. Creditable outside employment experience shall be used for salary purposes only and shall not affect employees' seniority dates nor shall it be used for any other purpose.
- e. The Reclassification Committee shall convene to review these requests. Once a determination is made, the affected employee shall be notified of the decision by their immediate supervisor.
- f. The determination of creditable service experience by the Reclassification Committee shall not be subject to the grievance procedure of the contract.

UNDERSTOOD AND AGREED:

For the District

For the Association

Date

Date

Appendix F

Letter of Understanding

**Between the Lake Washington School District (LWSD)
and the Lake Washington Education Support Personnel (LWESP)**

Regarding: Movement Equalization for Levels

The District and the Association agree that the goal for distribution among levels are as follows:

- Level A – 25% of eligible FTE
- Level B – 25% of eligible FTE
- Level C – 50% of eligible FTE

Movement will occur during annual review as identified in Section 6.2.2 when appropriate in order to meet the FTE distribution goals established by the parties. If FTE on a lane is higher than the goal distribution percentage no movement into such lane shall occur.

UNDERSTOOD AND AGREED:

For the District

For the Association

Date

Date