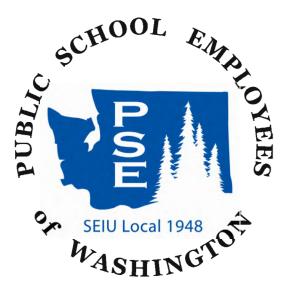
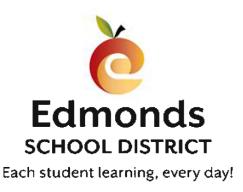
COLLECTIVE BARGAINING AGREEMENT BETWEEN EDMONDS SCHOOL DISTRICT #15 AND

EDMONDS SCHOOL DISTRICT ASSOCIATION OF OFFICE PERSONNEL

SEPTEMBER 1, 2019 - AUGUST 31, 2023

CBA Extended by LOA – New Term Expires August 31, 2025





Public School Employees of Washington / SEIU Local 1948 P. O. Box 798 Auburn, WA 98071-0798 1-866-820-5652 pseclassified.org

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PREAMBLE

³ This Agreement is made and entered into between Edmonds School District Number 15 (hereinafter

4 "District") and Public School Employees of Washington/SEIU Local 1948 and its local chapter of

5 Edmonds School District Association of Office Personnel (hereinafter "Association").

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

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A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

1617 Section 1.1.

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

2122 Section 1.2.

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

2627 Section 1.3.

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

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31 Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in

the following general job classification: Secretarial-Clerical; except: Secretaries/Clerks to/for the Superintendent, Assistant Superintendents, Executive Directors and Human Resources Directors,

Superintendent, Assistant Superintendents, Executive Directors and Human Resources Directors,
 provided however, that the number of excluded secretaries/clerks shall not exceed thirteen (13) FTE.

A R T I C L E I I

RIGHTS OF MANAGEMENT

4243 Section 2.1.

44 It is agreed that the customary and usual rights, powers, functions, and authority of management are

vested in management officials of the District. Included in these rights in accordance with and subject

- to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
- force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
- suspend, discharge, demote, or take other disciplinary action against employees; and the right to



release employees from duties because of lack of work or for other legitimate reasons. The District

2 shall retain the right to maintain efficiency of the District operation by determining the methods, the

³ means and the personnel by which operations undertaken by the employees in the unit are to be

4 conducted.

6 Section 2.2.

7 The right to make reasonable rules and regulations shall be considered acknowledged functions of the

8 District. In making rules and regulations relating to personnel policies, procedures and practices, and

9 matters of working conditions, the District shall give regard and consideration to the rights of the

- 10 Association and the employees and to the obligations imposed by this Agreement.
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ARTICLE III

RIGHTS OF EMPLOYEES

18 Section 3.1.

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

Section 3.1.1.

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

2526 Section 3.2.

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

30 Section 3.3.

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

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35 Section 3.4.

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

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43 Section 3.5.

⁴⁴ An employee who transports school district funds from the Educational Service Center to a financial

institution shall be held harmless from liability for such funds provided the employee exercises

reasonable care of such funds and is not fraudulent or negligent in regard to the funds.

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1 Section 3.6.

² The District shall maintain a single personnel file for each employee which shall be kept in the Human

- 3 Resources Division and shall be controlled by the Executive Director of Human Resources or his/her
- designee. Immediate supervisors may maintain an information file containing material related to the employee. The employee shall have the right to review his/her personnel file in the presence of a
- employee. The employee shall have the right to review his/her personnel file in the presence of a
 Human Resources administrator at a time and place mutually agreeable. Such review may be done in
- the company of a person of the employee's choosing. A copy of any complaint and/or derogatory
- material relating to an employee must be given to the employee before the material is placed in the
- 9 personnel file. The employee shall have the exclusive right to attach a signed and dated response to
- any such material; such written response must be presented for attachment within ten (10) business
- days of the date the material to which the response is being made was received by the employee. After
- three (3) years at the request of the employee, any warning or reprimand shall be removed from the
- District personnel file provided that no subsequent warning(s) or reprimand(s) has been issued the employee during that period.
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- Notices of disciplinary action relating to the following shall not be subject to removal from the
 personnel file:
- Sexual abuse or sexual harassment of students or other persons
- ¹⁹ Sexual contact with students
- ²⁰ Violence, unnecessary use of force, or physical abuse directed at students or other persons
- 0 Racial, ethnic or sexual slurs resulting in a suspension
- 22 o Improper off-duty conduct involving students

A R T I C L E I V

RIGHTS OF THE ASSOCIATION

30 Section 4.1.

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

3334 Section 4.2.

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

39 Section 4.3.

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

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43 Section 4.4.

⁴⁴ The Association may delegate any responsibility contained herein to an appropriate official of the

45 Public School Employees of Washington.

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1 Section 4.5.

2 Beginning September 1, during the term of this Agreement, the District will quarterly provide the

3 Association with the name, position, work site location, hire date, hourly rate, hours per day, to include

⁴ base workdays, holidays and vacation days per year scheduled to be worked by employees in the

5 bargaining unit.

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7 Section 4.6.

- 8 A representative of Public School Employees of Washington, upon a request being approved by the
- 9 Superintendent of Schools or designee, shall have access to the District premises during business
- hours, provided that the Association representative will in no way hamper or obstruct the employee(s)
 normal work.
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13 Section 4.7. Communications.

- 14 The information posted/presented by the Association is the responsibility of the officials of the
- 15 Association. The Association may use employee mailboxes and district mail services for
- 16 communication information, except for bargaining surveys, grievance information, Union financial
- information and Union election ballots. Information shall be approved by an Association official and
- 18 Human Resources Director for Classified Staff before it is posted. There shall be no other distribution
- or posting by employees or the Association of pamphlets, advertising, political matters, notices of any
- 20 kind, or literature other than herein provided. The district e-mail system may be used to direct
- 21 members to external union links and in compliance with related District policies and regulations.
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Section 4.7.1.

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

Section 4.8.

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

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Section 4.8.1. Association Release Time.

- Classified employees who are duly authorized by the Association and District and who are mutually scheduled by the parties to participate during working hours in meetings shall suffer no loss of pay for attendance at said meetings, provided no overtime will be paid. Employees may take Association leave or use flex time to attend meetings and the Association shall pay for a substitute if one is needed.
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Section 4.8.2. Association Business Leave.

- Employees who are duly authorized by the Association and District shall be granted Association business release time up to a maximum of eight (8) days per school year, for the purpose of conducting Association business not related to the District. Four (4) days may be taken as full days or in half day increments. The remaining four (4) days can be utilized in one (1) hour increments by up to three (3) previously identified and approved Association members for the purpose of supporting Section 13.8 of this agreement. The Association shall reimburse the District the cost of the employees' wages and benefits.
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1	Section 4.9. COPE Contribution (Committee on Political Empowerment).	
2	Upon the receipt of written authorizations that comply with the applicable Public Disclosure	
3	Commission regulations, the Employer agrees to deduct and transmit to the Union a specified amount	
4	from each employee's pay, subject to the voluntarily executed COPE payroll authorization form.	
5		
6	Section 4.10. Indemnification.	
7	The Union agrees to indemnify, defend and hold harmless the District (including its officers, directors,	
8	agent, employees, and representatives) from all claims, demands, suits, penalties, fines, sanctions,	
9	payments or any other forms of liability (including payments to employees for wrongfully withheld	
10	wages), related to any payroll deductions or pursuant to this Article including claims related to the	
11	processing of authorizations or authorization withdrawals.	
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15	ARTICLE V	
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17	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	
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19	Section 5.1.	
20	It is agreed and understood that matters appropriate for negotiation between the District and the	
21	Association are hours, wages, grievance procedures and working conditions of employees in the	
22	bargaining unit subject to this Agreement.	
23		
24	Section 5.2.	
25	District representative(s) and Association representative(s) will meet, within a reasonable time of the	
26	request of either party, to discuss matters of concern.	
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30	A R T I C L E V I	
31	HOURS OF WORK AND OVERTIME	
32	HOURS OF WORK AND OVERTIME	
33	Section (1	
34	Section 6.1. The normal workwark shall consist of five (5) consecutive days. Any alteration of a normal workwark	
35	The normal workweek shall consist of five (5) consecutive days. Any alteration of a normal workweek must be approved by the employee's supervisor and Human Resources.	
36 37	must be approved by the employee's supervisor and fruman Resources.	
38	Section 6.2.	
38 39	Each employee shall be assigned to a definite and regular shift and workweek with designated times of	
40	beginning and ending, which shall not be changed without two (2) weeks prior notice, except in	
41	emergency situations.	
42	entergeney statutous.	
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45	Section 6.2.1.	
46	The District will annually provide to each employee by January 31, the following information:	
47	hourly wage, assigned hours per day, number of work days per year, to include base workdays,	
48	holidays, vacation days, and insurance entitlement.	

Collective Bargaining Agreement (2019-2023) Edmonds OP Chapter #1106 and the Edmonds School District #15



2 Section 6.3.

3 Each shift in excess of five (5) hours per day shall include an unpaid uninterrupted lunch period of

- 4 from thirty (30) minutes to sixty (60) minutes duration, as near the middle of the shift as is practicable.
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6 Section 6.4.

7 Each employee who works at least three and one-half $(3\frac{1}{2})$ hours per day will receive a fifteen (15)

8 minute rest period. A second rest period of fifteen (15) minutes duration will be provided each

9 employee who works seven and one-half $(7\frac{1}{2})$ or more hours per day.

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11 Section 6.5.

Employees required to work through his/her regular lunch period will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the overtime rate.

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Section 6.5.1.

An employee shall not be interrupted during his/her designated lunch period unless an emergency situation exists.

21 Section 6.6.

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

The higher compensation rate shall be retroactive to the first day.

26 Section 6.7.

In the event of an unscheduled school closure, the District will request the Emergency

28 Communications System to announce such closure.

2930 Section 6.8.

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

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Section 6.8.1.

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

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Section 6.8.1.1.

An employee who is authorized by the Superintendent or designee to work extra time, beyond the regularly assigned time (exclusive of overtime work), shall be compensated for such extra time at the regular rate of pay. Should both parties mutually agree that



compensatory time will be provided in lieu of compensation, such compensatory time will be equal to the extra time worked.

Section 6.8.2.

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

8 **Section 6.8.3.**

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

1213 Section 6.9.

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¹⁴ During contract years where there are 261 or more work days, employees who work 260 days per year

and are hired by September 1 shall have the option to work the additional day(s) at their regular rate of

¹⁶ pay or take the day(s) off without pay. The designated additional day(s) shall be determined by the

17 District prior to the beginning of the work year. Employees shall communicate their choice with their

supervisor at least one month in advance of the designated day(s).

20 Section 6.10.

Average daily hours will be used for the calculation of vacation pay, holiday pay, and all benefits, for

employees who work less than five (5) days per week or who work various hours per day or who work less than a regular school year.

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

27 Insurance benefits will be calculated as follows:

Average hours per day x compensated days per year divided by 1440, as determined above.

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ARTICLE VII

HOLIDAYS AND VACATIONS

36 Section 7.1. Holidays.

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

- 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. President's Day
 - 4. Memorial Day
- 44 5. Independence Day
 - 6. Labor Day

- 7. Veterans' Day
- 8. Thanksgiving Day
- 9. Day after Thanksgiving
- 10. Christmas Eve Day
- 11. Christmas Day
- 12. New Year's Eve Day



1 Section 7.1.1. Unworked Holidays. 2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect 3 at the time the holiday occurs. Employees who are on the active payroll on the holiday and 4 have been compensated for their last scheduled shift preceding the holiday and their first 5 scheduled shift succeeding the holiday shall be eligible for pay for such unworked holiday. 6 7 Section 7.1.2. Worked Holidays. 8 Employees who are required to work on the above described holidays shall receive pay at the 9 overtime rate of one and one-half (1-1/2) times the employee's base pay for all hours worked on 10 such holidays. 11 12 Section 7.1.3. Holidays During Vacation. 13 Should a holiday occur while an employee is on vacation, said holiday shall not count as a 14 vacation day taken. 15 16 Section 7.2. Vacation. 17 Each employee who is scheduled to work a full year (260 days) shall earn vacation according to the 18 following schedule: 19 20 Zero through three years of longevity 13 days annually 21 Four through seven years of longevity 17 days annually 22 Eight through twelve years of longevity 23 days annually 23 Thirteen years of longevity 24 days 24 Fourteen years or more of longevity 25 days 25 26 Section 7.2.1. 27 Beginning September 1, 2020, employees who are scheduled to work less than a full year shall 28 receive pay in lieu of vacation according to the following schedule using 1,840 work hours as a 29 basis for pro-ration. Pay in lieu of vacation shall be calculated to the hundredth decimal. Pay in 30 lieu of vacation shall be added to the employee's work year as compensated days. 31 32 Zero through three years of longevity 12 days annually 33 Four through seven years of longevity 16 days annually 34 22 days annually Eight through twelve years of longevity 35 Thirteen years of longevity 23 days 36 Fourteen years of longevity 24 days 37

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

25 days

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Fifteen years of longevity



1	Section 7.2.2.
2	During the first year of employment, vacation shall be pro-rated. An employee hired between
3	April 1st and the end of the fiscal year shall not receive credit toward vacation longevity for
4	that year.
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6	Section 7.2.3.
7	An employee who does not provide the District with ten (10) calendar days' notice of
8	termination shall forfeit accrued vacation to a maximum of twenty (20) days. An employee
9	who receives pay in lieu of vacation who does not provide the District with ten (10) calendar
10	days' notice of termination shall forfeit all pay in lieu of vacation to a maximum of fifteen (15)
11	days.
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13	Section 7.2.4.
14	All vacations shall be taken at a time that is approved by the District. The employee with the
15	earliest hire date shall receive preferential consideration regarding vacation periods.
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17	Section 7.2.5.
18	Employees who are scheduled to work a full year may accumulate a maximum of fifty (50)
19	days vacation for carryover to an ensuing year. No employee may use more than thirty (30)
20	vacation days during any fiscal year, unless on an approved leave.
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24	ARTICLE VIII
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25 26	LEAVES
25 26 27	LEAVES
25 26 27 28	
25 26 27 28 29	LEAVES Section 8.1. Sick Leave.
25 26 27 28 29 30	LEAVES <u>Section 8.1. Sick Leave.</u> <u>Section 8.1.1.</u>
25 26 27 28 29 30 31	LEAVES <u>Section 8.1. Sick Leave.</u> <u>Section 8.1.1.</u> Sick leave is to be used for personal illness, emergency, or injury and recovery there-from or to
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25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45	<section-header> Description 8.1. Sick Leave. Section 8.1. Sick Leave. Section 8.1.Sick Leave. Sick leave is to be used for personal illness, emergency, or injury and recovery there-from or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Temporary disability periods will begin and terminate on the dates established by the attending physician. Sick leave shall be earned based upon one (1) day for each month included in the work calendar and worked to a maximum of twelve (12) days per year; provided, however, no employee shall receive less than ten (10) days for each full school year worked. A doctor's certificate may be required to verify illness whenever an employee is absent more fun five (5) consecutive work days or when there is a pattern of absences as determined by the employee's immediate supervisor. Sick leave may be used for doctor or dental appointments curves when year used appointments curves time. Section 8.1.1.1. Attendance Incentive Program Annual Conversion.</section-header>
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46	<section-header> DEADES Section 8.1. Sick Leave. Section 8.1.1. Solve is to be used for personal illness, emergency, or injury and recovery there-from or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Temporary disability periods will begin and terminate on the dates established by the attending physician. Sick leave shall be earned based upon one (1) day for each month included in the work calendar and worked to a maximum of twelve (12) days per year; provided, however, no employee shall receive less than ten (10) days for each full school year worked. A doctor's certificate may be required to verify illness whenever an employee is absent more than five (5) consecutive work days or when there is a pattern of absences as determined by the employee's immediate supervisor. Sick leave may be used for doctor or dental appointments whenever is upon the scheduled during non-work time. Section 8.1.1. Attendance Incentive Program - Annual Conversion. Provide that RCW 28A.400.210 is valid and in effect, any employee who at the end of</section-header>
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45	<section-header> Description 8.1. Sick Leave. Section 8.1. Sick Leave. Section 8.1.Sick Leave. Sick leave is to be used for personal illness, emergency, or injury and recovery there-from or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Temporary disability periods will begin and terminate on the dates established by the attending physician. Sick leave shall be earned based upon one (1) day for each month included in the work calendar and worked to a maximum of twelve (12) days per year; provided, however, no employee shall receive less than ten (10) days for each full school year worked. A doctor's certificate may be required to verify illness whenever an employee is absent more fun five (5) consecutive work days or when there is a pattern of absences as determined by the employee's immediate supervisor. Sick leave may be used for doctor or dental appointments curves when year used appointments curves time. Section 8.1.1.1. Attendance Incentive Program Annual Conversion.</section-header>



(60) days to monetary compensation at the rate of twenty-five percent (25%) of the 1 employee's current, regular daily rate of compensation for each full day of eligible sick 2 leave. Any such election shall be made by written notice to the Human Resources 3 Manager during the month of January. Any such annual conversion of accumulated 4 sick leave shall be subject to the terms and limitations of applicable regulations. 5 6 The goal of this program is to reduce absenteeism. Accordingly, continuation of this 7 provision shall be subject to evidence that the program is cost effective. 8 9 Section 8.1.1.2. Attendance Incentive Program -- Conversion Upon Retirement or 10 Death. 11 Provided that RCW 28A.400.210 is valid and in effect, any employee who separates 12 from District employment due to retirement or death during or at the conclusion of a 13 school year may elect (personally or by his/her personal representative, as appropriate) 14 to convert accumulated unused sick leave days to monetary compensation at the rate of 15 one (1) day's current compensation of the employee for each four (4) full days of 16 accrued sick leave. No more than one hundred eighty (180) accrued sick leave days 17 shall be eligible for conversion. Any such conversion shall be subject to the terms and 18 limitations of applicable regulations. 19 20 The goal of this program is to reduce absenteeism. Accordingly, continuation of this 21 provision shall be subject to evidence that the program is cost effective. 22 23 Section 8.1.1.3. Sick Leave Conversion Medical Reimbursement Plan. 24 At the request of the Edmonds School District Association of Office Personnel, the 25 District has agreed to provide a VEBA III Sick Leave Conversion Medical 26 Reimbursement Plan (the "plan") pursuant to RCW 28A.400.210 and agrees to make 27 contributions to the Plan on behalf of all employees in the group who are eligible to 28 participate in the Plan by reason of having the right to receive remuneration for accrued 29 unused sick leave. Contributions on behalf of each eligible employee shall be based on 30 the conversion value of sick leave credits to the account of such employee available for 31 contribution at retirement in accordance with the statute. It is understood that all 32 eligible employees will be required to sign and submit to the District a hold harmless 33 agreement complying with the statute. If an eligible employee fails to sign and submit 34 such agreement to the District, he/she will not be permitted to participate in the Plan at 35 any time during the term of this Agreement, and any and all excess sick leave which in 36 the absence of this Agreement would accrue to such employee during the term hereof 37 shall be forfeited together with all cash-conversion rights that pertain to such excess 38 sick leave. 39 40 Section 8.1.1.4. Retirement Sick Leave Conversion. 41 For purpose of retirement contributions to the Plan, all employees covered by this 42 43

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

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Section 8.1.2. 1 In the event an employee is absent for reasons which are covered by Edmonds School District 2 Self Insured Workers Compensation Program, the District shall comply with the Washington 3 State laws listed under RCW 28 A.400. 4 5 **Section 8.1.3.** 6 A new employee who has accrued sick leave while employed by another qualified public 7 agency in the State of Washington shall be given credit pursuant to State Law for such accrued 8 sick leave, provided the employee requests leave transfer from the former qualified agency and 9 the District receives written verification of the amount of accrued sick leave to be transferred. 10 11 **Section 8.1.4.** 12 Employees shall be permitted to participate in a Leave Sharing Program consistent with the 13 provisions of RCW 28A.400.380 and WAC 392-126. 14 15 Section 8.2. Health Leave. 16 Upon written application to the Superintendent or designee, uncompensated health leave not to exceed 17 one (1) year will be granted to any employee for illness or injury if that employee has exhausted all 18 accumulated sick leave. Such written application must be accompanied by a recommendation from the 19 attending physician or licensed practitioner. All conditions pertaining to the return to duties shall be 20 those described in Sections 8.11. and 8.14. An employee may not work at the District while on health 21 leave. 22 23 Section 8.3. Bereavement. 24 An employee shall be allowed five (5) work days of leave with full pay, for the death of each member 25 of the employee's immediate family. Immediate family shall include spouse, domestic partner, parents, 26 step-parents (or a person(s) who raised the employee), grandparents, grandchildren, children, step-27 children and siblings of the employee or of the spouse or domestic partner, Legal guardianships, or a 28 relative living in the employee's place of abode will also be considered as immediate family. Up to an 29 additional two (2) work days with pay will be allowed for travel when needed for necessary travel of 30

31 32

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

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

Section 8.3.1.

more than 100 miles.

- Additional leave for bereavement may be granted at the discretion of the District. Such leave shall be without pay.
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42 Section 8.4. Family Illness Leave.

An employee shall be allowed five (5) work days of leave with full pay, for serious immediate family

⁴⁴ illness other than to care for a child of the employee under the age of eighteen with a health condition

- that requires supervision or treatment. Immediate family shall include spouse, domestic partner,
- ⁴⁶ parents, step-parents (or a person(s) who raised the employee), grandparents, grandchildren, children,
- step-children and siblings of the employee or spouse or domestic partner, legal guardianships, or
- relative living in the employee's place of abode. Up to an additional two (2) work days with pay will



be allowed for travel when needed for necessary travel of more than 100 miles. Such paid leave is

- 2 non-cumulative and shall be deducted from accumulated sick leave. Use of leave under this section
- ³ shall be confined to situations not covered by Section 8.5. Medical Leave.
- 4

5 Section 8.5. Family Medical Leave.

⁶ Pursuant to the provisions of the Family Medical Leave Act (FMLA), the District shall provide the

- appropriate family and medical leave for eligible employees. The current 12 weeks of guaranteed
 unpaid leave provided by FMLA, including Washington State Family Leave Act (FLA), shall be
- unpaid leave provided by FMLA, including Washington State Family Leave Act (FLA), shall be
 considered to run concurrently with any leave provided in this Agreement that fits the reasons for
- 10 taking this leave under said law.
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Upon written application to the Superintendent or designee, child care leave without pay may be granted for up to one (1) year to an employee for the care of a newly born or newly adopted child under the age of eighteen. If such child care leave is granted, the employee shall notify the

- Superintendent and his/her immediate supervisor as soon as possible of his/her intention to take child care leave and the planned time for the commencement of that leave. All conditions pertaining to the
- return to duties shall be those described in Sections 8.14. and 8.15., below.
- 18

19 <u>Section 8.6. Personal Leave.</u>

Up to two (2) days personal leave with pay may be used in any contract year with prior notification to the employee's supervisor. Unused personal leave will be cashed out at the employee's rate of pay in effect at the time of cash out. Request for cash out of unused personal leave hours must be submitted to Payroll on the designated form by June 30th of each year. Payment for the requested cash out will occur on the August payroll.

26 Section 8.7. Emergency Leave.

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

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31 Criteria for Emergency Leave:

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

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

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

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- Participation in or attendance at recreational or sporting activities or travel related to such activities
 shall not be valid reasons for emergency leave.
- An employee requesting emergency leave shall submit the request no later than the end of the pay
- ⁴⁵ period in which the leave was used, and shall provide the reasons for the request, certifying that the
- ⁴⁶ problem could not be handled outside of the regular workday.
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- Employees who take leave for reasons not valid under the above definitions will be subject to 1
- appropriate disciplinary action. 2
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The Superintendent or his/her designee shall review and approve or disapprove each application for 4

- emergency leave. 5
- 6

Section 8.8. Judicial Leave. 7

- In the event an employee is summoned to serve as a juror, or appear as a witness in court for the 8
- District, or is named as a co-defendant with the District, such employee shall receive a normal day's 9
- pay for each day of required presence in court; provided, however, that any compensation received for 10
- such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily 11
- pay. During the term of this Agreement, should any other bargaining group be allowed to retain any 12
- compensation received for such service, the District will provide the same benefit to the Association. 13
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Section 8.9. Leave of Absence. 15

The Superintendent or designee, may, upon the employee's written request, grant a leave of absence for 16 a period not to exceed one (1) year, without pay, to an employee who has completed two (2) or more 17 cumulative years of service with the District. The employee must make application for leave. Such 18 application must be in writing to the Superintendent or designee. 19

Section 8.10. Military Training/Duty Leave. 21

Up to twenty-one (21) annual days of military training/duty leave will be granted when an employee 22 who is a member of the National Guard or any Reserve Branch of the Armed Forces of the United 23 States is ordered to active duty. This military leave will be granted without loss of pay or other 24 benefits. Military leave will not be granted when the employee has choices of time for training/duty 25 and one of the times is not in conflict with his/her normal workdays. 26

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

Section 8.11. Domestic Violence Victims--Employment Leave. 40

- Pursuant to RCW 49.76.030, employees will be granted domestic violence-victims employment leave. 41
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Section 8.12. Religious Leave. 43

- Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience 44
- or an organized activity conducted under the auspices of a religious denomination, church, or religious 45
- organization, in accordance with RCW 1.16.050. An employee requesting to take leave for religious 46
- purposes must submit written notification to Human Resources for review at least five (5) work days in 47
- advance of the requested leave. 48



2 Section 8.13. Other Discretionary Leaves.

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

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6 Section 8.14. Application for Reinstatement.

7 An employee who desires to return to work from a leave shall make written application to the

- 8 Superintendent or designee for reinstatement. Such application should be made as soon as the
- ⁹ requested date of return is known, but in any event, no later than seven (7) calendar days prior to the
- expiration of such leave or the requested date of return to work, whichever is earlier; provided that
- employees who have been granted leave to the end of the school year shall provide notice of intent to return for the following school year no later than May 15th. An employee returning from health leave
- return for the following school year no later than May 15th. An employee returning from health leav shall submit a physician's or licensed practitioner's statement of fitness for duty; the District may
- shall submit a physician's or licensed practitioner's statement of fitness for duty; the District may require an employee to submit to examination by a doctor of its choosing at its expense before an
- employee returns to work from a health leave or any other time the fitness of an employee to perform
- his or her duties is in question.
- ¹⁷ In the event an employee who has been granted a leave of absence does not make application to return
- to work in accordance with the provisions contained in this Section, the employee shall forfeit all
- rights to reinstatement of employment with the District.
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In the event an employee who has been granted a leave submits an application to return to work prior

- to the scheduled termination of such leave, the District shall have total discretion in regard to
- reinstatement prior to the scheduled date of reinstatement.
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25 Section 8.15. Assignment Upon Return From Leave.

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

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34 Section 8.16. Benefits.

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

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Health insurance and other insurance benefits provided through the District shall remain in force for
the initial twelve (12) weeks of health leave, family leave and child care leave, inclusive of any
compensated leave, provided the District may recover the cost of insurance premiums if the employee
fails to return from such leave. For the remainder of the period of uncompensated leave, health
insurance and other insurance benefits provided through the District may remain in force throughout
the leave period, at the employee's discretion, by the employee submitting to the District the monthly

- ⁴⁶ premium in advance of each payment due date, provided such continuation of benefits is allowed by
- 47 the insurance carrier.
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1 2 ARTICLE IX 3 4 **PROBATION, SENIORITY AND LAYOFF PROCEDURES** 5 6 Section 9.1. Probation. 7 Each new hire (including transferees from other districts) excluding employees who are moved to a 8 higher paid position, shall remain in a probationary status for a period of not more than ninety (90) 9 calendar days following the hire date, exclusive of summer recess for employees working less than 260 10 days per year. Upon approval from Human Resources, the probationary period may be extended for an 11 additional thirty (30) calendar days. During the probationary period, the retention of the individual 12 shall be solely and entirely within the discretion of the District. 13 14 Section 9.2. 15 Upon completion of the probationary period, the employee will be subject to all rights and duties 16 contained in this Agreement retroactive to the hire date. 17 18 Section 9.3. Seniority. 19 The seniority of an employee within the bargaining unit shall be established as of the date on which the 20 employee began continuous daily employment in a bargaining unit position (hereinafter "hire date") 21 unless such seniority shall be lost as hereinafter provided. 22 23 Section 9.3.1. 24 Seniority rights of an employee shall be lost for the following reasons: 25 26 A. Resignation; 27 B. Discharge; 28 C. Retirement; 29 D. Failure to return to work in response to a call back from layoff. 30 31 **Section 9.3.2.** 32 Seniority rights shall not be lost for the following reasons: 33 34 A. Time lost by reason of industrial accident; 35 B. Time lost by reason of industrial illness; 36 C. Time lost by reason of jury duty; 37 D. Time on leave of absence granted for the purpose of serving in the Armed Forces of the 38 United States; 39 E. Time spent on other authorized leave as provided in this Agreement; or 40 F. Time spent in layoff status as provided in this Agreement. 41 42 Section 9.3.3. 43 Seniority rights shall be effective within the general job classification. As used in this 44 Agreement, general job classifications are those set forth in Article I, Section 1.4. 45 **Section 9.3.4.** 46 Open jobs will be filled by the District based on the ability, qualifications, skills, experience, 47 and other relevant factors of the applicants for the job. The employee with the earliest hire date 48



shall receive preferential consideration regarding promotions within the bargaining unit and/or 1 assignment to new or open jobs within the bargaining unit when skill, ability, and qualifications 2 are equal with junior employees and/or other applicants. If the District determines that 3 seniority should not prevail, because a junior employee or other applicant possesses skill, 4 ability, and qualifications greater than a senior employee, the District shall, upon receipt of a 5 request by the affected senior employee, schedule a conference with the employee to discuss 6 the matter. Such request will be made to the Human Resources Director in writing within ten 7 (10) working days of the filling of the job. Following the conference, if so requested in writing 8 by the employee, the District shall set forth in writing within a ten (10) working day period, to 9 the senior employee, with a copy to the Association president the reason(s) why the senior 10 employee was bypassed. 11

Section 9.3.4.1.

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

20 Section 9.4. Longevity.

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

Section 9.4.1.

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

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

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

3637 Section 9.4.2.

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

44 Section 9.5.

⁴⁵ The District shall publicize within the bargaining unit the availability of open positions as soon as

- ⁴⁶ practicable after the District is apprised of the opening. Human Resources and the hiring supervisor
- 47 may request that the vacant positions be posted internally for five (5) business days before the position
- is advertised externally. A bargaining unit member shall be included on each interview panel.



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Effective September 15, 2018, all employees hired into the Office Personnel group must meet the 2

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

Section 9.6. Displacement Procedure. 9

The term "displacement" shall mean reassignment or layoff from employment due specifically to 10 budget reductions, building closure, program and/or department elimination. 11

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Section 9.6.1.

13 An employee displaced from a position where there are two (2) or more individuals with a 14 specific job title shall be assigned to replace the most junior person with that specific job title 15 with the same number of hours unless he/she happens to be the most junior person with that 16 specific job title. If the employee bumped is not the most junior person in the compensation 17 level, he/she shall be assigned to replace the most junior person holding a position in the same 18 compensation level. The individual who is then bumped into layoff status pursuant to this 19 section shall be placed on a reemployment list maintained by the District provided that such 20 individual fulfills all requirements of Article IX. (For purposes of illustration: In the event an 21 elementary school is closed, the person who goes into layoff status will be the most junior 22 Elementary School Office Manager in the District.) 23

Section 9.6.2.

An employee displaced from a position where he/she is the only employee with a specific job 26 title shall be assigned to replace the most junior person holding a position with the same 27 number of hours within the same compensation level (Level B, C, D, E, or F as shown on 28 Schedule A) provided he/she is qualified to fill such position. If the employee bumped is not 29 the most junior person in the compensation level, he/she shall be assigned to replace the most 30 junior person holding a position in the same compensation level, provided he/she is qualified to 31 fill such position. The qualification criteria for such position shall be as identified in the 32 current job description. 33

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Section 9.6.3.

If the displaced employee identified in the first sentence of Section 9.8.2. is not qualified to fill 36 the position of the most junior person in a given compensation level, he/she shall be bumped into layoff status pursuant to this section. The individual who is bumped into layoff status

- 39 40
 - pursuant to this section shall be placed on a reemployment list maintained by the District provided that he/she fulfills all the requirements of Article IX.
- 41 42

Section 9.7. Layoff Procedures 43

The term layoff shall mean termination from employment for other than disciplinary reasons. The 44

District may identify up to five percent (5%) of the employees in the bargaining unit as holding key 45

- positions and thereby exempt such employees from the provisions of the sections of this Agreement 46
- pertaining to layoff. The District shall have the right to maintain such employees without regard to 47
- seniority. With the exception of the employees above, the employee with the least seniority in the 48



- general job classification shall be the first to be laid off unless the District determines that seniority
- should not prevail because a junior employee possesses skill, ability, and qualifications greater than a
 senior employee.
- 3 senior employe

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Section 9.7.1.

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

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

Section 9.7.2.

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

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

20 Section 9.7.3.

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

24 Section 9.8. Recall Procedures.

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

31 32

Section 9.8.1.

³³ Changes in name, address, personal email, and/or telephone number shall be promptly reported
 ³⁴ to the Human Resources Office of the District. The District shall fill vacant positions in the
 ³⁵ bargaining unit from the reemployment list, if the District determines that individuals on such
 ³⁶ list who apply for a position possess the skill, ability, and qualifications for the position.

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Section 9.8.2.

The most senior employee in layoff shall receive preferential consideration regarding recall from layoff to an open position when skill, ability and qualifications are substantially equal to a less senior employee in layoff status. Employees recalled from layoff shall begin, effective with the first day of work in the new assignment, a secondary probationary period of sixty (60) calendar days' duration. During the secondary probationary period, the retention of the employee in the newly assigned position shall be solely and entirely at the discretion of the District. If the District determines that the employee is unsuccessful or is likely to be



unsuccessful in the assigned position, the employee may be returned to the layoff pool for a possible later assignment according to provision of this Article. 2

Section 9.8.3.

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

Section 9.8.4. 8

When an individual in layoff status is offered reemployment to a position for which he/she 9 possesses the skill, ability, and qualifications, such individual may refuse two (2) offers of 10 reemployment without penalty, provided that the individual refuses such offer(s) within twenty-11 four (24) hours of such offer(s). If the individual does not respond to an offer within five (5) 12 business days, it will be considered a refusal. After refusing two (2) offers of reemployment, 13 an individual in layoff status shall forfeit all rights to reemployment with the District if the 14 individual does not accept the next offer of reemployment within twenty-four (24) hours of the 15 receipt of such offer. 16

Section 9.8.5.

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

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1. 28

The District shall have the right to discipline and/or discharge an employee for just cause. The issue of 29 cause shall be resolved in accordance with the grievance procedure hereinafter provided if so requested 30 by the employee. Official District reprimands to an employee shall be done in a manner that will not 31 embarrass the employee before other employees or the public. 32

Section 10.1.1. Disciplinary Policy. 34

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

- A. Letter of Reprimand
- B. Short-Term Suspension without Pay
- C. Long-Term Suspension without Pay
- D. Termination 43
- 45

Section 10.2. 46

The District will provide employees who work less than twelve (12) months per year advance 47

notification of the intent to employ such individuals for the following year. 48



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1	Section 10.2.1.		
2 3	The District will give an employee fifteen (15) calendar days notice of intent to discharge		
	except in extraordinary cases.		
4 5	except in extraordinary cases.		
6	Section 10.2.2.		
7	An employee shall notify the District in writing ten (10) calendar days in advance of the intent		
8	to terminate employment.		
9	to terminate employment.		
10			
11			
12	ARTICLE XI		
13			
14	INSURANCE AND RETIREMENT		
15			
16	Section 11.1. Insurance.		
17	Effective January 1, 2020, employees will receive health benefits as provided for by the School		
18	Employees Benefits Board (SEBB) program and state law, with funding, employee contributions, and		
19	administration terms and conditions as determined by that program or state law.		
20			
21	Section 11.2.		
22	The District shall provide excess liability insurance with such coverage and limits as the District deems		
23	reasonable for employees subject to this Agreement while they are acting within the scope of their		
24	employment. Such liability insurance shall be for the purpose of protecting employees against liability		
25	for acts or omissions while performing in good faith their official duties.		
26			
27	Section 11.3.		
28	In determining whether an employee subject to this Agreement is eligible for participation in the		
29 20	Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time or overtime.		
30 31	whether straight time of overtime.		
32	Section 11.4.		
33	All employees subject to this Agreement shall be entitled to participate in SEBB permitted and		
34	District-approved tax shelter annuity plans. On receipt of a written authorization by an employee, the		
35	District shall make the requisite withholding adjustments and deductions from the employee's salary.		
36			
37	Section 11.5.		
38	Effective September 1, 2020 all prescribed VEBA language and the vendor, to be affirmed annually by		
39	the membership, for benefits eligible employees in the Office Personnel group, upon proper		
40	registration through the District vendor, the District will provide \$50 per month per benefits eligible		
41	employee in the Office Personnel group into said account - not to be adjusted during the length of this		
42	agreement.		
43			
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46	ARTICLE XII		
47			
48	PROFESSIONAL DEVELOPMENT		
	Collective Bargaining Agreement (2019-2023) Page 20 of 32		
	Edmonds OP Chapter #1106 June 12, 2020		



2 Section 12.1.

3 For employees hired on or before October 1 of each year of this Agreement, the District shall annually

4 contribute \$150.00 per employee to a professional development fund to be administered by an

⁵ employee committee in alignment with District procedures and guidelines on staff development

6 (Appendix A). Unused funds may be carried over for one (1) year.

8 Section 12.2. Office Manager Mentoring Program.

⁹ The District and the Association shall establish a mentoring program for new office managers.

11 Section 12.2.1. Purpose.

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

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Section 12.2.2. Selection of Mentors.

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

22 Section 12.2.3. Role of Mentors.

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

Section 12.2.4. Compensation.

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

ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

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41 Section 13.1.

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

45 Section 13.2.

⁴⁶ The District will notify the Association of all new hires within fifteen (15) working days of the hire

date. The District will also notify the Association of terminations and resignations on a monthly basis.



2 Section 13.3. Checkoff.

³ Upon receipt of written notification or email notification to the appropriate District designee from PSE

4 of an employee's authorization to deduct membership dues, the District shall deduct PSE dues from the

- ⁵ pay of any employee pursuant to RCW 41.56.110. The District shall transmit all such funds deducted,
- 6 to the Treasurer of the Public School Employees of Washington on a monthly basis. Written

7 notification from PSE must be received by the appropriate District payroll position by the first

8 workday of the month in which dues will be deducted from the employee's pay.

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10 Section 13.4. New Employee Welcome.

New employees will be provided an opportunity to meet with a PSE representative for thirty (30) minutes during the first ninety (90) days of the employee's start date. The thirty (30) minutes will occur during the new employee's work shift as paid time.

ARTICLE XIV

GRIEVANCE PROCEDURE

21 Section 14.1. Definition.

A grievant is an employee or group of employees having a grievance. A grievance is any condition,

action, or lack of action arising from a misapplication or misinterpretation of the terms of this

Agreement which the employee or group of employees believe have been unjustly or unfairly applied.

25 A grievance shall be resolved in strict compliance with this Article.

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27 Section 14.2. Informal Discussion.

The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort should be made at this level to resolve the grievance. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing. The immediate supervisor shall be defined as that District administrator who has the authority to resolve the grievance. In the event a question arises as to who the appropriate District administrator is, the Human Resources Director will make the decision.

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36 Section 14.3. Grievance Steps.

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Section 14.3.1. Step 1. Line Administrator's Level.

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

- A. The facts upon which the grievance is based;
- B. Reference to the Articles and Sections of the Agreement alleged to have been violated; and
- 45 C. The remedy sought.
- 46 47

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The grievant shall submit the written formal grievance to the appropriate line administrator (assigned by the Superintendent). The parties will have ten (10) working days from submission



of the written statement of grievance to resolve it by indicating on the statement of grievance 1 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. 2 3 Section 14.3.2. Step 2. Superintendent's Level. 4 If no settlement has been reached in Step 1, within the specified time limits, and the 5 Association believes the grievance to be valid, the grievant may, within ten (10) working days, 6 submit the written grievance to the Superintendent. The Superintendent or his or her 7 designee(s) and the grievant shall have ten (10) working days after receipt of the grievance to 8 resolve said grievance by indicating, in writing, the disposition thereof. 9 10 Section 14.3.3. Step 3. Binding Arbitration Level. 11 If the grievance is not resolved in Step 2, within the specified time, and the Association 12 believes the grievance to be valid, the grievance may be submitted within fifteen (15) working 13 days to final and binding arbitration by an arbitrator mutually agreed upon by the parties. In 14 the event the parties cannot agree on selection of an arbitrator, the grievance shall be submitted 15 to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration 16 Association. 17 18 Section 14.3.3.1. 19 The following shall govern any arbitration under this Agreement. 20 21 Section 14.3.3.2. 22 The arbitrators shall have no power or authority to add to, subtract from, or modify any 23 of the terms of this Agreement. 24 25 Section 14.3.3.3. 26 The arbitrator shall render no decision which would be in violation of a law or enter 27 disputes that are a matter of legal jurisdiction. 28 29 Section 14.3.3.4. 30 No evidence may be presented at the arbitration level which was not presented at a 31 lower level of the grievance procedure. 32 33 Section 14.3.3.5. 34 Each party shall pay any expenses and compensation including wages and salaries, 35 relating to its own witnesses or representatives. The costs for the services of the 36 arbitrator, including per diem expenses, if any, and his/her travel and subsequent 37 expenses and cost of any hearing room, will be shared equally by the District and the 38 Association. All other costs will be borne by the party incurring them. 39 40 Section 14.3.3.6. 41 The total costs of the stenographic record (if required) will be paid by the party 42 requesting it, unless the request is made by the arbitrator and then the costs will be split 43 between the two (2) parties. If the other party also requests a copy, that party will pay 44 one half (1/2) of the stenographic costs. 45 46 47



1 Section 14.4. Grievance Requirements.

2 Section 14.4.1. 3 A representative of the Association shall have reasonable opportunity to be present at all formal 4 grievance meetings. 5 6 Section 14.4.2. 7 Time lines shall be followed unless extended by mutual agreement of the parties. 8 9 Section 14.4.3. 10 No reprisals of any kind shall be taken by the District against any employee for taking action 11 under this Article. 12 13 14 15 ARTICLE XV 16 17 SALARIES AND EMPLOYEE COMPENSATION 18 19 Section 15.1. 20 Each employee shall be compensated in accordance with the provisions of this Agreement for all hours 21 worked. Each employee shall receive an accounting and/or itemization of deductions, accumulated 22 sick leave, and District contributions with each pay check. 23 24 Section 15.2. 25 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in 26 Schedule A attached hereto and by this reference incorporated herein. 27 28 Section 15.2.1. 29 Should the Legislature authorize an Implicit Price Deflator (IPD) percentage increase for the 30 2020-2021 school year, or any subsequent school year during the duration of this agreement, 31 Schedule A shall be increased by the same percentage effective September 1, for each school 32 year, in addition to the increases identified below. 33 34 The Salary Schedule for each school year for the duration of this Agreement will be adjusted 35 pursuant to the following formula: 36 37 After March 1, but no later than April 15, the District will ascertain the mean of the annual 38 value of the current wages, longevity pay, personal leave, vacations, and holidays based on a 39 twelfth (12th) year employee at eight (8) hours per day for each salary level using the following 40 school districts: During the 2019-20 and 2020-21 contract years Bellevue, Federal Way, 41 Issaquah, Kent, Lake Washington, Marysville, Northshore, and Renton. During the 2021-22 42 and 2022-23 contract years Bellevue, Everett, Federal Way, Kent, Issaquah, Lake Washington, 43 Marysville, Mukilteo, Northshore, and Shoreline. As a result of the study, if wages are below 44 the mean wage, then the salaries contained in Schedule A shall be adjusted September, 1st of 45

Marysville, Mukilteo, Northshore, and Shoreline. As a result of the study, if wages are below the mean wage, then the salaries contained in Schedule A shall be adjusted September, 1st of each school year this contract is in effect, in a manner mutually agreed to by the Association and District.

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1 2 3 During the 2019-2020 school year, as recognition to the change of implementation of midpoint, an additional 5.3% will be added to Schedule A effective September 1, 2019.

4 <u>Section 15.3. Longevity Pay.</u>

Employees who have worked in the District for at least fifteen (15) years will be granted \$900 in longevity pay per year. Employees who have worked in the District for at least twenty (20) years will be granted \$1,065 in longevity pay per year. Employees who have worked in the District for at least twenty-five (25) years will be granted \$1,265 in longevity pay per year. Such longevity pay will be paid on a monthly basis as it is earned. For the purposes of this section only, longevity will be defined as the employee's latest hire date as a regular employee with the District (not including longevity credit transferred from another District).

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Longevity pay for fifteen (15), twenty (20), and twenty-five (25) year employees will be increased by \$50 in the 2020-2021 school year, increased again by \$50 in the 2021-2022 school year, and increased again by \$50 in the 2022-2023 school year.

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17 Section 15.4. Professional Standards Program.

¹⁸ The District recognizes Professional Standards Program (PSP) certificates as issued through the

National Association of Education Office Professionals (NAEOP), with the following provisions
 beyond the salary schedule:

21		
22	Basic Standards Certificate	\$40.00 per month
23	Associate Professional Certificate	\$50.00 per month
24	Associate of Arts Degree (NAEOP Certificate)	\$55.00 per month
25	Advanced I Certificate	\$60.00 per month
26	Advanced II Certificate	\$70.00 per month
27	Advanced III Certificate	\$80.00 per month
28	Bachelor's Degree (NAEOP Certificate)	\$90.00 per month
29	Master's Degree (NAEOP Certificate)	\$100.00 per month

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

37 Section 15.5. Travel Reimbursement.

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



his/her own vehicle, the mileage rate shall be the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible charitable expense.

Section 15.6. 4

Employees authorized to remain overnight on District business shall be reimbursed for reasonable 5 room and board expenses. 6

Section 15.7. 8

All regular employees shall receive compensation for normal hours in twelve (12) equal monthly 9 payments, unless prohibited by Federal or State statute. 10

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Section 15.8. 12

Employees may request a review of their placement on Schedule A by submitting a Position 13

Description Questionnaire (PDQ) to the Human Resources Department as provided for in the Position 14

Review Process (Appendix B). All such review requests will be conducted in accordance with the 15

- provisions of Appendix B. Placement decisions made by the Office Personnel Review Committee are 16
- not subject to the grievance procedure contained in Article XIV. 17
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ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1. 25

The term of this Agreement shall be September 1, 2019, through August 31, 2023. 26

Section 16.2. 28

All provisions of this Agreement shall be applicable to the entire term of this Agreement 29

notwithstanding its execution date, except as provided in the following section. 30

Section 16.3. 32

This Agreement may be reopened and modified at any time during its term upon mutual consent of the 33 parties in writing. 34

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Section 16.4. 36

If any provision of this Agreement or the application of any such provision is held invalid, the 37 remainder of this Agreement shall not be affected thereby. 38

Section 16.5. 40

- Neither party shall be compelled to comply to any provision of the Agreement which conflicts with 41
- State or Federal statutes or regulations promulgated pursuant thereto or opinions of the State Attorney 42
- General. 43

Section 16.6. 44

- In the event either of the two (2) previous sections is determined to apply to any provision of the 45
- Agreement, such provision shall be renegotiated pursuant to Section 16.2. 46
- 47 48



1	ARTICLE XVII
2 3	STRIKE OR WORK STOPPAGE
4	
5 6 7 8	Section 17.1. The District and the Association agree that there will be no strike, slowdown, or work stoppage by the employee or the Association and no lockout by the District during the term of this Agreement.
9 10	
11	ARTICLE XVIII
12	
13 14	EMPLOYEE EVALUATION
14	<u>Section 18.1.</u>
16	An employee may be evaluated at any time on District-approved forms, provided, however, each
17	employee shall be evaluated at least once annually by the appropriate District administrator, no later
18	than June 15th.
19 20	At any time during the year, if a supervisor is concerned that an employee's performance is
21	unsatisfactory, the supervisor will discuss the performance concerns with the employee and state the
22	performance expectations.
23	Section 18.2
24 25	Section 18.2. A copy of the completed evaluation form shall be provided the employee.
26	reopy of the completed evaluation form shall be provided the employeet
27	<u>Section 18.3.</u>
28	The employee may attach his/her own written comments to the evaluation, provided such attachment is
29 30	presented within ten (10) business days of the date the evaluation is presented to the employee.
31	Section 18.4.
32	If an evaluator determines that an employee's performance needs improvement, the evaluator will
33	develop and present an improvement plan to such employee, provided that this Article shall not be
34 35	construed in any way as prohibiting the District from disciplining or dismissing an employee whose performance is determined to be unsatisfactory. Any such discipline or dismissal shall be in
36	accordance with Section 10.1. of this Agreement.
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1	SIGNATUR	E PAGE
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8	PUBLIC SCHOOL EMPLOYEES	
9	OF WASHINGTON / SEIU LOCAL 1948	
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11	PUBLIC SCHOOL EMPLOYEES	
12	OF EDMONDS OP CHAPTER #1106	EDMONDS SCHOOL DISTRICT #15
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14		
15	BY: Lawi Vilasquez, Chapter President	DocuSigned by:
16	BY: Lawi Velasquez	BY: Mark Roschy
17	DI: Constant Chapter President	Mark Roschy, HR Director, Classified Staff
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11		Salary Level	Hourly Rate	
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25	PUBLIC SCHOOL EMPLOYE	ES		
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29	OF EDMONDS OP CHAPTER	8 #1106	EDMONDS SCHOOL	DISTRICT #15
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	Collective Bargaining Agreement (20	19-2023)	OL EALD	Page 29 of 32

Collective Bargaining Agreement (2019-2023) Edmonds OP Chapter #1106 and the Edmonds School District #15



1		APPENDIX A	
2		STAFF DEVELOPMENT TRAINING PROCEDURES	
3			
4	1.	Pursuant to Article XII, Section 12.1, the District shall establish a staff development fund for	
5		members of the Edmonds Association of Office Personnel in order to provide opportunities to	
6		improve or enhance job-related skills and professional growth.	
7	2	The fund shall be administered by a committee. The committee shall meet once per month or	
8	۷.	on an as-needed basis.	
9		on an as-needed basis.	
10 11	3	All Office Personnel who have completed their 90-day probationary period and are regular	
12	5.	employees of the District are eligible to participate.	
13		employees of the District are engine to participate.	
14	4.	The initial allocation for each eligible employee will be based on funds budgeted for the current	
15		year plus any carryover from the previous year, divided by the number of eligible employees.	
16		Employees shall be notified by the Association of the amount available and of specific	
17		guidelines for use of the funds. New employees hired subsequent to October 1st will receive a	
18		prorated amount after their probation is completed, based on their date of hire. Funds not	
19		expended or not encumbered by January 1st shall be pooled and made available to all members	
20		on a first come, first served basis. Funds not expended by August 31st shall be carried over for	
21		one (1) year.	
22	_		
23	5.	Funds can be used to cover the costs of tuition, conference registration, hotel, mileage, parking,	
24		meals, workshops, seminars, and memberships in professional organizations, and substitutes	
25		while participating in said professional development. All purchases shall be made in	
26		accordance to the District procedures and regulations. Further, it is understood that office	
27		equipment needed by employees to perform their jobs (e.g., computers, printers, copiers, furniture) shall not be purchased from this fund	
28		furniture) shall not be purchased from this fund.	
29 30	6	Office Personnel requesting staff development funds shall submit an approval slip/course	
31	0.	description and the appropriate form to the committee for approval. Approval will be based on	
32		the relationship of the course to the employee's job and professional growth. Requests for	
33		summer courses must be submitted for approval to the committee by June 15th. Upon	
34		committee approval, the committee chairperson will sign and submit the appropriate form to	
35		the District.	
36			
37	7.	Office Personnel utilizing professional development funds shall be required to submit a course	
38		completion certificate to the committee. If an employee fails to complete a course for which	
39		staff development funds have been provided, said employee must refund all monies advanced.	
40	0		
41	8.	These funds are intended to provide an opportunity for self-directed staff development by	
42		Office Personnel employees, and are not intended to pay for supervisor-directed training unless	
43		agreed to by the employee. However, release time to attend training during the employee's	
44		work day must be mutually agreed to by the employee and the supervisor.	
45 46			
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	Collecti	ve Bargaining Agreement (2019-2023) Page 30 of 32	



1		APPENDIX B		
2		OFFICE PERSONNEL POSITION REVIEW PROCESS		
3				
4	1.	A job incumbent initiates the Position Review Process by submitting a completed Position		
5		Description Questionnaire (PDQ) to Human Resources. Human Resources may also request that a		
6		job incumbent complete a PDQ if the incumbent's position will be impacted as a result of		
7		reorganization or if the review of one position necessitates the review of other positions.		
8				
9		a. Incumbents are highly encouraged to discuss the changes in their position duties with a Human		
10		Resource representative to help assess whether the changes justify a position review.		
11		Experience and education not required by the District, an increase in volume of work assigned,		
12 13		additional duties assumed by the employee without the approval of the employee's supervisor, and personal ability will not affect job classification and shall not serve as reasons for		
15 14		submitting a PDQ.		
14				
16		b. The job incumbent must submit a PDQ by October 31 st for a position review during the current		
17		contract year. The effective date for any change in pay rate will be the first day of the current		
18		contract year.		
19		•		
20		c. A PDQ may be submitted after the October 31 st deadline if changes occur to position		
21		responsibilities during the contract year. The effective date for any change in rate of pay will		
22		be the first day of the month following the date the PDQ is stamped received by Human		
23		Resources. Position requests received after the October 31 st deadline will be reviewed after all		
24		requests submitted by the deadline have been completed.		
25 26	2	Human Resources conducts an audit of the incumbent's position.		
20	2.	Tuman Resources conducts an audit of the meanbent's position.		
28		a. The position audit includes an interview with the job incumbent and the incumbent's		
29		supervisor. Human Resources may choose to interview additional staff members if necessary		
30		to thoroughly review the position duties.		
31				
32		b. Human Resources prepares and distributes an updated job description to the incumbent, the		
33		incumbent's supervisor and any other parties who were interviewed about the position, for their		
34		review and comment. A final job description is prepared by Human Resources and approved		
35		by the incumbent and the incumbent's supervisor.		
36		a If Human Descurres baliaves the position andit reises a question as to whether the position		
37		c. If Human Resources believes the position audit raises a question as to whether the position		
38		should be considered for classification outside of the Office Personnel bargaining unit, position information will be presented to a joint committee comprised of an equal number of Office		
39 40		Personnel representatives and representatives of other relevant bargaining units as appointed by		
40		each Association. The joint committee will consult with Human Resources on the appropriate		
42		bargaining unit classification for the position.		
43				
44	3.	The Office Personnel Review Committee is responsible for considering requests for review of		
45		position placement on Schedule A. This committee will consist of no fewer than four and no more		
46		than six representatives selected by the Edmonds Association of Office Personnel, and no more		
47		than four representatives selected by the District.		
48	C	N ^{00L} &		
		Ilective Bargaining Agreement (2019-2023)Page 31 of 32monds OP Chapter #1106June 12, 2020		



1 2 3	4.	W	e Office Personnel Review Committee reviews the incumbent's position using the Erin A. alsh Evaluation System based on the information gathered during the audit of the incumbent's sition (Section 2).
4			
5		a.	Human Resources presents position information (including the PDQ, job description, and any
6			samples of work or other pertinent information gathered during the position audit) to the Office
7			Personnel Review Committee. The position incumbent will be advised of the review
8			committees' meeting date, time and location and may appear before the Committee to present
9			position information if he or she wishes. The incumbent's supervisor may also be invited to
10			appear at the Committee's meeting.

- b. The Office Personnel Review Committee applies the factors of Erin A. Walsh Position
 Evaluation System to position responsibilities, calculates the point total, and allocates the
 position to the appropriate salary level on Schedule A.
- Human Resources prepares a memo to the incumbent employee and the employee's supervisor
 communicating the Office Personnel Review Committee's determination of the position's
 placement on Schedule A and responds to questions about the position's placement.
- 6. The Office Personnel Review Committee's decision on a position's placement on Schedule A is
 final, with no right to appeal or grieve the decision.



1	<u>LETTER OF AGREEMENT</u>				
2	2				
3					
4		THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING			
5					
6 7					
8					
9					
10	10 The parties agree as follows:				
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13					
14		upervisor's perspectives.			
15 16		lesignees along with			
10		lesignees along with			
18					
19		sentatives, 1 Cabinet			
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21					
22	An agreed upon calendar of meetings and members will be set by Septer	nber 15, 2020.			
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27	27 OF WASHINGTON / SEIU LOCAL 1948				
28					
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34 35	(auri verasques)	chy			
36	35 BT:ABBED 3008Z6347F BT:ABD25ABABEH 36 Lauri Velasquez, Chapter President Mark Roschy,	HR Director, Classified Staff			
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LOA (Workload & Responsibilities Study) Edmonds OP Chapter #1106 and Edmonds School District #15



AGREEMENT

by and between

Edmonds School District #15

and

PSE Association of Office Personnel

RE: Impacts of the COVID-19 Omicron variant

The following are the mutual understandings and agreements related to the impacts of the COVID-19 and the increased transmissibility of the current Omicron variant between Edmonds School District #15, hereinafter referred to as the District and PSE Association of Office Personnel, hereinafter referred to as the Union.

Effective immediately upon signature, the District and the Union agree to the following:

In the event an employee is required to stay home due to a positive COVID-19 test result or a quarantine event, i.e., the District guidelines necessitate that they either go home or remain home due to the presence of one or more COVID-19 symptoms, the employee may access up to five (5) days of paid district COVID leave. If the employee needs more than five (5) days, they will take any applicable leave available to them or have the option to file an L&I claim.

The District will provide KN95 masks to staff members who request them.

These agreements are in addition to current applicable COVID related Agreements.

PSE Association of Office Personnel President

— DocuSigned by: Paula Malone 1/11/2022 — 47D4E4189D54458

Paula Malone

Date

Edmonds School District #5

DocuSigned by: Mark Roschy 1/11/2022 5D254B48654454

Mark Roschy

Date

		MEMORANDUM	1 OF UNDERSTANDING	
COI DIS SCH	THIS MEMORANDUM OF UNDERSTANDING AND IS SUPPLEMENTAL TO THE 2019-23 COLLECTIVE BARGAINING AGREEMENT (CBA) BY AND BETWEEN EDMONDS SCHOOL DISTRICT NO. 15, HEREINAFTER REFERRED TO AS THE DISTRICT, AND EDMONDS SCHOOL DISTRICT ASSOCIATION OF OFFICE PERSONNEL, HEREINAFTER REFERRED TO AS THE ASSOCIATION.			
The	District and	Association agree to the follow	ving:	
July to ad	As a result of the Washington State Legislature establishing Juneteenth as a State holiday and effective July 1, 2022, recognizing Juneteenth as a school holiday for students and staff, the parties have agreed to adjust Article 7.1 HOLIDAYS AND VACATION of the CBA to include Juneteenth as a paid holiday.			
The	arties agree	e to amend Section 7.1. Holida	ys as follows:	
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-	on 7.1. Ho			
	-	· · · · · · · · · · · · · · · · · · ·	nployees shall receive the following paid holidays that	
fall v	ithin their w	work year:		
	1	New Veerla Dev	9 Mataronal Day	
		New Year's Day	8. Veterans' Day	
		Martin Luther King Day President's Day		
		Memorial Day	10. Day after Thanksgiving	
		Juneteenth	 Christmas Eve Day Christmas Day 	
	5.	Independence Day	13. New Year's Eve Day	
		Labor Day	15. New Teal's Eve Day	
	1.	Labor Day		
		m of Understanding shall beco rrent Collective Bargaining Ag	me effective upon signatures of all parties and shall be greement.	
PUB	IC SCHOO	OL EMPLOYEES		
		ON / SEIU LOCAL 1948		
0.				
EDM	ONDS OP (CHAPTER #1106	EDMONDS SCHOOL DISTRICT #15	
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BY:_	Jaule	~ 1 along	BY: Ahaumgarte	
	Paula Mal	lone, Chapter President	Rob Baumgartner, Ed.D., Asst. Superintend for Human Resources	lent
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Memor	andum of Und	derstanding (Juneteenth)	Page 1 of 1	

Memorandum of Understanding (Juneteenth) Edmonds-OP and the Edmonds School District



Page 1 of 1 August 18, 2022

LETTER OF AGREEMENT

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

9 The parties agree as follows:

The parties agree to extend the Collective Bargaining Agreement (CBA) for one (1) year. All provisions of the CBA shall remain in full effect till August 31, 2025.

The parties further agree that Midpoint and IPD will be applied to the salary levels as described in the rollover agreement dated August 2, 2023 and described below.

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17	Level	Rate
18	Level A	\$30.98
19	Level B	\$33.16
20	Level C	\$34.52
21	Level D	\$34.92
22	Level E	\$37.15
23	Level F	\$38.78

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The parties agree for the 2024-2025 school year, Office Personnel employees may timesheet up to four (4) hours solely for the purpose of completing Safeschools mandated training outside of their regularly scheduled hours. All training must be completed prior to October 1st as verified by the Safeschools system. Timesheets are not to exceed 4 hours for this purpose and must be submitted to Human

system. Timesheets are not to exceed 4 hours for this purpose and must be submitted to Human
 Resources prior to October 31st. These hours will be charged to the OP Professional Development Pool

- 30 funds.
- 31

32 The parties agree to amend the following sections as follows:

33

34 Section 15.2.1. Salary Adjustments.

Should the Legislature authorize an Implicit Price Deflator (IPD) percentage increase for the 2024-2025
 school year, or any subsequent school year during the duration of this agreement, Schedule A shall be
 increased by the same percentage effective September 1, for each school year, in addition to the
 increases identified below.

- 39
- The Salary Schedule for each school year for the duration of this Agreement will be adjusted pursuant to the following formula:
- 42
- 43 After March 1, but no later than April 15, the District will ascertain the mean of the annual value of

44 current wages, longevity pay, personal leave, vacations, and holidays based on a twelfth (12th) year

employee at eight (8) hours per day for each salary level using the following districts. For 2024-25

⁴⁶ contract year, Bellevue, Everett, Issaquah, Lake Washington, Marysville, Mukilteo, Northshore, and





1 Shoreline. As a result of the study, if wages are below the mean wage, then the salaries contained in

Schedule A shall be adjusted September 1, 2024, in a manner mutually agreed to by the Association and
 the District.

4

5 Section 6.10. Calculation of Vacation and Holiday Pay.

⁶ Average daily hours will be used for the calculation of vacation pay and holiday pay for employees who

7 work less than five (5) days per week or who work various hours per day or who work less than a

8 regular school year. Average hours will be calculated by taking the total number of hours worked in a

school year, divided by the total number of base work days remaining for the employee's position at the
 time of hire.

11

12 Section 7.1. Holidays.

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

15 Veterans' Day 1. New Year's Day 8. 16 2. Martin Luther King Day 9. Thanksgiving Day 17 Day after Thanksgiving 3. President's Day 10. 18 4. Memorial Day Christmas Eve Day 11. 19 5. Juneteenth 12. Christmas Day 20 6 Independence Day New Year's Eve Day 13. 21 7. Labor Dav 22 23 Section 11.4. SEBB Participation. 24 All employees subject to this Agreement shall be entitled to participate in SEBB, permitted they qualify 25

²⁶ per SEBB rules, and District-approved tax shelter annuity plans. On receipt of notification of

- enrollment in SEBB the District shall make the requisite withholding adjustments and deductions from
 the employee's salary.
- 29

30 Section 6.7.1 Late Start Emergency Leave

On two (2) hour late start days, when most staff are precluded from arriving on time due to safety reasons, i.e., icy roads, downed power lines or trees, flooding, etc., Office Personnel may utilize

emergency leave as described in section 8.7 provided they adhere to the following:

34	6	. Office Managers are required to report on all emergency closure days. For Office
35		Managers to utilize Section 6.7.1, they must first have verbal confirmation that their
36		Principal will be on site and that their Principal approves the use of Late Start
37		Emergency Leave.
38	1	. Employees utilizing Late Start Emergency Leave must arrive thirty (30) minutes prior
39		to the student start time.

- c. Employees must enter their leave through the absence management system prior to the start of their work shift for the appropriate amount of time in order to arrive 30 minutes prior to the student start time.
 - d. Any absences reported during the school day would be reported per normal absence reporting.

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1 Section 8.3.2 Imminent Death

2 Up to three (3) days in situations in which the attending physician or licensed practitioner deems that

3 death is imminent for a member of the employee's immediate family. The immediate family shall consist

- 4 of spouse, domestic partner, children, parents, grandparents, grandchildren and siblings of the employee
- 5 or spouse. Documentation from the attending physician or licensed practitioner will be provided at the
- 6 time of the request for this leave or upon return along with the submission of an HR100 form.
- 7 8
- 8 Imminent death leave shall not be deducted from sick leave. Imminent death leave is non-cumulative.
- 9

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10 Section 6.2.2 Non-Continuing Hours

Hours assigned that exceed those determined by formula will be non-continuing hours until August 31st of that contract year or earlier if otherwise stated.

14 Section 9.9 Reduction of Hours

This section shall apply to employees who have their continuing hours reduced. In the event employees who experience a reduction of more than 2 hours per day from their current continuing assignment, this section should apply. This section shall not apply to any hours added by conversion of other resources.

- 18
- Bumping will not be allowed until all new and open positions have been filled pursuant to section 9.5.

Bumping may not be used as a means for advancement or to increase an employee's annual income.

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22 **9.9.1 Enrollment based adjustments.**

Section 9 of this agreement does not apply to allocation changes based on District student enrollment
 calculations or those described in Section 6.2.2.

2526 **9.9.2**

The following compensation level positions are only able to bump into positions that have the same job title:

- 29 1. Level F
- 30 2. Level E

31329.9.3

9.9.3 Bumping
 In the event an employee's hours are reduced by more than 2 hours per day, the employee shall be
 entitled to bump the least senior employee in the same compensation level as their reduced assignment,
 provided that position has more daily hours than their affected position and they are qualified to fill such
 position. If the affected employee is the least senior employee in the compensation level, they will be
 provided with at least 2 weeks' notification of the hours reduction.

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39 **9.9.4**

⁴⁰ If the affected employee is not qualified to fill the position of the least senior person in the same

41 compensation level, that employee can accept the reduced hours of their current position. If the least

senior employee in the compensation level is bumped, they will be placed into the position initially

43 affected provided that they are qualified to fill such position. If the least senior employee who is bumped

is not qualified to fill the position initially affected, then the employee will be laid off per the terms in

- 45 Section 9.7.
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1 **9.9.5**

- 2 If multiple employees are reduced by more than 2 hours per day, the affected employees can either
- 3 choose to stay in their reduced position or to bump the least senior employees in their compensation
- 4 level. For employees who choose to bump the least senior employees in the compensation level, the
- 5 District shall assign the more senior employees affected to bump the least senior employees. The
- ⁶ District shall assign the most senior employee in the compensation level to the least senior position in
- ⁷ the same compensation level with the most hours per day based on the number of affected employees, as
- ⁸ long as that position has more hours than their affected position and they are qualified to fill such
- 9 position. The District will progress in seniority order to do the same until there are no remaining least
- senior positions with more hours per section 9.9.3.
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12 **9.9.6**

- 13 Employees who bump into a less senior position within their compensation category shall be placed on a
- secondary probationary period of sixty (60) working days' duration effective with the first workday in the new assignment. During the secondary probationary period, the retention of the employee in the
- newly assigned position shall be solely and entirely at the discretion of the District. If it is determined
- that the employee is unsuccessful or is likely to be unsuccessful in the assigned position, the employee
- may be placed in layoff status per Section 9.7.
- 19

20 **9.9.7 Qualification Determination**

- The determination of whether or not qualifications have been met by the employee shall be made by the District in evaluation of the employee's qualifications as described in the applicable job description.
- 23

24 Section 4.5. Bargaining Unit Information

- ²⁵ Beginning September 1, during the term of this Agreement, the District will quarterly provide electronic
- notification to the Association President or their designee and to membership@pseofwa.org in
- accordance with RCW 41.56.035 and RCW 41.56.037 with the name, position, work site location, hire
- date, hourly rate, hours per day, to include base workdays, holidays and vacation days per year
- 29 scheduled to be worked by employees in the bargaining unit.
- 30

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31 Section 12.1. Professional Development Funds

- ³² For employees hired on or before October 1 of each year of this Agreement, the District shall annually
- contribute \$150.00 per employee to a professional development fund to be administered by an employee
- committee in alignment with District procedures and guidelines on staff development (Appendix A).
- ³⁵ Unused funds may be carried over for one (1) year.

APPENDIX B

OFFICE PERSONNEL POSITION REVIEW PROCESS

- A job incumbent initiates the Position Review Process by submitting a completed Position
 Description Questionnaire (PDQ) to Human Resources. Human Resources may also request that a
 job incumbent complete a PDQ if the incumbent's position will be impacted as a result of
 reorganization or if the review of one position necessitates the review of other positions.
- a. Incumbents are highly encouraged to discuss the changes in their position duties with a Human
 Resource representative to help assess whether the changes justify a position review. Experience





and education not required by the District, an increase in volume of work assigned, additional 1 duties assumed by the employee without the approval of the employee's supervisor, and personal 2 ability will not affect job classification and shall not serve as reasons for submitting a PDQ. 3 4 b. The job incumbent must submit a PDO by November 15th for a position review during the 5 current contract year. The effective date for any change in pay rate will be the first day of the 6 current contract year. 7 8 c. A PDQ may be submitted after the November 15th deadline if changes occur to position 9 responsibilities during the contract year. The effective date for any change in rate of pay will be 10 the first day of the month following the date the PDQ is stamped received by Human Resources. 11 Position requests received after the November 15th deadline will be reviewed after all requests 12 submitted by the deadline have been completed. 13 14 2. Human Resources conducts an audit of the incumbent's position. 15 16 a. The position audit includes an interview with the job incumbent and the incumbent's supervisor. 17 Human Resources may choose to interview additional staff members if necessary to thoroughly 18 review the position duties. 19 20 b. Human Resources prepares and distributes an updated job description to the incumbent, the 21 incumbent's supervisor and any other parties who were interviewed about the position, for their 22 review and comment. A final job description is prepared by Human Resources and approved by 23 the incumbent and the incumbent's supervisor. 24 25 c. If Human Resources believes the position audit raises a question as to whether the position 26 should be considered for classification outside of the Office Personnel bargaining unit, position 27 information will be presented to a joint committee comprised of an equal number of Office 28 Personnel representatives and representatives of other relevant bargaining units as appointed by 29 each Association. The joint committee will consult with Human Resources on the appropriate 30 bargaining unit classification for the position. 31 32 3. The Office Personnel Review Committee is responsible for considering requests for review of 33 position placement on Schedule A. This committee will consist of no fewer than four and no more 34 than six representatives selected by the Edmonds Association of Office Personnel, and no more than 35 four representatives selected by the District. 36 37 4. The Office Personnel Review Committee reviews the incumbent's position using the Erin A. Walsh 38 Evaluation System based on the information gathered during the audit of the incumbent's position 39 (Section 2). 40 41 a. Human Resources presents position information (including the PDQ, job description, and any 42 samples of work or other pertinent information gathered during the position audit) to the Office 43 Personnel Review Committee. The position incumbent will be advised of the review 44 committees' meeting date, time and location and may appear before the Committee to present 45





1 2 2			position information if he or she wishes. appear at the Committee's meeting.	The incumbent's supervisor may also be invited to	
3 4 5 6		b.		e applies the factors of Erin A. Walsh Position lities, calculates the point total, and allocates the a Schedule A.	
7 8 9 10	5	co	Iuman Resources prepares a memo to the incumbent employee and the employee's supervisor ommunicating the Office Personnel Review Committee's determination of the position's placement n Schedule A and responds to questions about the position's placement.		
11 12 13 14	6.		The Office Personnel Review Committee's decision on a position's placement on Schedule A is final, with no right to appeal or grieve the decision.		
15 16 17 18			Letter of Agreement shall become effective st 31, 2025.	September 1, 2024, and shall remain in effect until	
19 20 21			IC SCHOOL EMPLOYEES ASHINGTON / SEIU LOCAL 1948		
22 23 24	EĽ	OM(ONDS OP CHAPTER #1106	EDMONDS SCHOOL DISTRICT #15	
24 25 26 27 28	BY	r:	DocuSigned by: Lawi Vilasquez eseTPH2E20003407 Lauri Velasquez, Chapter President	BY: Mark Roschy Mark Roschy Mark Roschy, HR Director, Classified Staff	
29 30 31 32	BY	r:	Paula Malone, Chapter President Paula Malone		
33 34 35 36	DA	АТЕ	9/3/2024	DATE:	
37 38 39					
40 41 42					
43 44					



1 2 3 4 5	SCHEDULE A EDMONDS SCHOOL DISTRICT NO. 15 September 1, 2024 – August 31, 2025 <u>FINAL</u>			
5 6 7	EDMONDS ASSOCIATION	EDMONDS ASSOCIATION OF OFFICE PERSONNEL		
8				
9				
10	Salary Level	Hourly Rate		
11 12	A	\$30.98		
12	B	\$33.16 \$34.52		
14	D	\$34.92		
15	E	\$37.15		
16	F	\$38.78		
17	A	\$56.70		
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26	PUBLIC SCHOOL EMPLOYEES OF			
27	WASHINGTON/SEIU Local 1948			
28				
29	EDMONDS SCHOOL DISTRICT	EDMONDS SCHOOL DISTRICT #15		
30	ASSOCIATION OF OFFICE PERSONNEL#1127			
31				
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33	Ev. Daula Maleno	BY: MARNU Jours		
34	DT.			
35	Paula Malone, Co-President	Mark/Roschy/Human Resources Director, Classified Staff		
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38	DATE: 9/24/24	DATE: 9/20/24		
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43	BY: Mun Vrush			
44	Lauri Velasquez, Co-President			
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