

COLLECTIVE BARGAINING AGREEMENT BETWEEN
LAKWOOD SCHOOL DISTRICT #306
AND
PUBLIC SCHOOL EMPLOYEES OF LAKEWOOD #1113

SEPTEMBER 1, 2022 - AUGUST 31, 2025



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

This Agreement is made and entered into between Lakewood School District Number 306 (hereinafter “District”), and Public School Employees of Lakewood School District, Local Chapter of the Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4.

Section 1.1.1.

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

Section 1.2.

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

Section 1.3.

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

Section 1.3.1.

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

Section 1.3.2.

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

Section 1.4.

The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the following general job classifications: Paraeducators, Student Supervision, Custodial, Food Service, Maintenance, Nurses, Specialists, Transportation, Information Systems, Career Center and ECEAP;



1 except the Director of Operations (1), Facilities Supervisor (1), Transportation Supervisor (1), and the
2 Food Services Supervisor (1), a total of four (4) exemptions.

3
4 **Section 1.5.**

5 As used in this Agreement, the terms below shall be defined as follows:

- 6
7 1. Hire date: An employee's first day of contracted work in the Lakewood School District as a
8 regular employee or such date as adjusted per specific contract language.
9 2. Seniority: An employee's years of service in the Lakewood School District in any general job
10 classification within the bargaining unit.
11 3. Longevity: An employee's total years of service in any Washington State school district.
12 4. Work Shift(s): An employee's daily contracted hours.
13 5. Day(s): Calendar days.
14 6. Work day(s); workday(s); working day(s); day(s) worked: Contracted days, days when school
15 is in session, and/or days when the District office is open.
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18
19 **ARTICLE II**

20
21 **RIGHTS OF EMPLOYER**
22

23 **Section 2.1.**

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

33 **Section 2.2.**

34 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
35 District. In making rules and regulations relating to personnel policies, procedures and matters of
36 working conditions, the District shall give due regard and consideration to the rights of the Association
37 and the employees and to the obligations imposed by this Agreement as well as the obligations
38 imposed by District Policies and Procedures and Washington State Law.
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41

42 **ARTICLE III**

43
44 **RIGHTS OF EMPLOYEES**
45

46 **Section 3.1.**

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

1 The freedom of such employees to assist the Association shall be recognized as extending to
2 participation in the management of the Association, including presentation of the views of the
3 Association to the Board of Directors of the District or any other governmental body, group, or
4 individual.

5
6 **Section 3.2.**

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

9
10 **Section 3.3.**

11 Employees subject to this Agreement have the right to have Association representatives or other
12 persons present at discussions between themselves and supervisors or other representatives of the
13 District upon request, whenever they have reason to believe the meeting may have disciplinary
14 implications.

15
16 **Section 3.3.1.**

17 Employees shall be allowed to attend Association chapter meetings during their assigned shift
18 with no loss of pay for a maximum of ninety (90) minutes per meeting. Additionally, the parties
19 agree that employees who attend the chapter meetings during their regular work hours are
20 expected to make up the missed work time within the following two (2) workdays.

21
22 The employee will notify their supervisor a minimum of four (4) days in advance of the
23 scheduled Association chapter meeting. Prior approval shall be required.

24
25 **Section 3.4.**

26 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
27 this Agreement on the basis of race, creed, religion, color, national origin, age, honorably discharged
28 veteran or military status, sex, sexual orientation including gender expression or identity, marital
29 status, the presence of any sensory, mental or physical disability, or use of a trained dog guide or
30 service animal by a person with a disability. This provision shall be interpreted and applied in
31 accordance with the District's affirmative action program.

32
33 **Section 3.5.**

34 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
35 District administration office. Each employee shall have the right upon request, and after making an
36 appointment for that purpose with the personnel administrator, to review the contents of his/her official
37 personnel file. The review shall be made in the presence of the administrator responsible for
38 safekeeping of these files. During the review employees shall be allowed to copy any material therein
39 and shall be permitted to make a written inventory of material there, and, on request, have such
40 inventory signed and dated by a representative of the administration.

41
42 **Section 3.5.1.**

43 Each employee shall be provided a copy of all material placed in their personnel file within five
44 (5) days of its insertion. An employee may attach comments to any material that is a part of the
45 personnel file. Performance evaluations are a permanent part of the personnel file. All materials
46 entered into personnel files must be dated. Disciplinary material may at the employee's request,
47 be removed from an employee's file four (4) years after inclusion, provided that no subsequent
48 discipline for a like offense has been imposed during the intervening period; however, the fact

1 that no such offense has been committed shall not require the district to grant the employee's
2 request. In accordance with state law, no information related to substantiated verbal or physical
3 abuse or sexual misconduct may be removed from any employee file. No information related to
4 unsubstantiated misconduct shall be in the employee's file. An employee may petition the
5 District for removal of any materials placed in his/her personnel file. If said petition is denied,
6 the Superintendent or designee will state in writing the reason(s) for the denial.
7

8 **Section 3.6. Sharing Student Information.**

9 An employee assigned to work directly with a student on an Individual Education Plan (IEP) shall have
10 access to a copy of the student's IEP and/or accommodations within three (3) working days of the
11 student's assignment.
12

13 **Section 3.7. Employee Safety.**

14 When information is known, students who have exhibited or have a history of violent or threatening
15 behavior will be promptly identified to those employees with a need for such information in
16 accordance with the rules and regulations of the Family Educational Rights and Privacy Act (FERPA)
17 as now or hereafter amended.
18

19 The District will encourage employees to file incident and exposure reports when students engage in
20 dangerous behaviors that lead to injuries or exposure to bodily fluids. Further, the District will provide
21 regular annual training opportunities to employees serving students who engage in potentially
22 dangerous behaviors and encourage the timely development of appropriate intervention plans and
23 strategies based on an analysis of a student's behavior. "Relevant information" includes information
24 necessary for the employee to provide effective services to the student, as well as information
25 necessary for the employee to maintain the safety of himself or herself, other employees, or other
26 students. The District shall provide effective communication procedures to minimize unreasonable
27 foreseeable risk of injury to employees, to include assignment of District-provided communication
28 devices, when available.
29

30 **Section 3.7.1. Safety Training.**

31 The District shall provide regular training in areas of safety, de-escalation, positive behavior
32 interventions, and other related topics to employees. If the training is required for the specific position
33 or assignment, the District will notify the employee at the time of placement in the position and will
34 provide the training as soon as reasonably possible. The District will prioritize the training necessary
35 to protect students and staff in a timely way to assure that staff can appropriately meet the needs of
36 students and be safe in the assignment.
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40 **ARTICLE IV**

41 **RIGHTS OF THE ASSOCIATION**

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44 **Section 4.1.**

45 The Association has the right and responsibility to represent the interests of all employees in the unit,
46 to present its views to the District on matters of concern either orally or in writing, and to enter
47 collective negotiations with the object of reaching an agreement applicable to all employees within the
48 bargaining unit.

1 **Section 4.2.**

2 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
3 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
4 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any
5 District official or body arising out of grievance and to make known the Association’s views
6 concerning the case.
7

8 **Section 4.3.**

9 The manner in which the Association shall communicate with the District shall be through the Office
10 of the Superintendent. representatives of the Association shall obtain permission of the Building
11 Principal, Superintendent, or their designees, in order to have access to the premises during business
12 hours, provided that the Building Principal, Superintendent, or designee, shall, upon being requested
13 for access, grant their permission if no hampering or obstruction of work results.
14

15 **Section 4.4. Notification of Employee Status Change.**

16 The names, hire date, work assignments, addresses, and salary information of employees in the
17 bargaining unit will be provided annually on approximately November 1 to the President of the
18 Association and transmitted electronically to membership@pseofwa.org. The preceding data for new
19 employees will be provided to the President of the Association and transmitted electronically to
20 membership@pseofwa.org within ten (10) days of their hire date. Such information shall be updated
21 upon request.
22

23 **Section 4.5.**

24 The District will grant up to six (6) days to the Association President, President-elect or an elected
25 delegate, with pay, for negotiations, grievances, or other meetings with the employer or its
26 representatives.
27

28 The Association may use the six (6) days for other meetings under the following conditions:
29

- 30 1. That notice to take the leave be given to the Superintendent at least five (5) days in advance of
31 the date the leave is to begin, if possible.
- 32 2. That the purpose of the leave shall be clearly stated in the notice to the Superintendent.
- 33 3. That the Association shall reimburse the District at a substitute rate of pay for each day utilized.
34 The District reserves the right to deny any leave that would be illegal or obviously harmful to
35 the educational program.
36

37 **Section 4.6. Bulletin Boards.**

38 Bulletin boards, provided by the Association, shall be given space in each school for the use of the
39 Association. The bulletins posted by the Association are the responsibility of the officials of the
40 Association. Each bulletin shall be signed by the Association official responsible for its posting.
41 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
42 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
43 literature on District property, other than herein provided.
44

45 **Section 4.6.1.**

46 The responsibility for the prompt removal of notices from the bulletin boards after they have
47 served their purpose shall rest with the Public School Employees of Lakewood.
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ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1. Summit Committee.

The Association will designate a Summit Committee that will meet with the Superintendent/Designee of the District and the Superintendent’s representatives on a regular scheduled basis to discuss appropriate matters. The Association agrees to provide the District, in a timely manner, with an agenda of items of interest to discuss related to wages, hours and working conditions. The Association agrees to attempt resolution of concerns related to wages, hours and working conditions with the appropriate District supervisory staff before bringing such items to Summit for discussion. The District may also place items on the agenda related to wages, hours and working conditions and agrees to forward such agenda items to the Association in a timely manner.

Section 5.2. Association Representation.

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Work Week.

The normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.

Section 6.2. Reset Periods.

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, including rest periods of fifteen (15) minutes for each four (4) hours of work. Shifts in excess of five (5) hours per day shall include, in addition to the above, an uninterrupted lunch period of not less than thirty (30) minutes, of the employee’s own time, to be as near the middle of the shift as possible.

Section 6.2.1.

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



1 **Section 6.3.**

2 Each employee (except transportation subject to Article XII) shall be assigned to a definite and regular
3 shift and workweek, which shall not be changed without prior notice to the employee of two (2)
4 calendar weeks; provided, however, this notice may be waived by the employee.

5
6 **Section 6.4. Meal Periods.**

7 Employees required to work through their regular lunch periods will be given time to eat within their
8 work shift as agreed upon by the employee and the supervisor. In the event an employee is required to
9 forego a lunch period and works the entire shift, including the lunch period, the employee shall be
10 compensated for the foregone lunch period at one and one-half (1½) times the employee’s regular
11 hourly rate.

12
13 **Section 6.5.**

14 Unless obviously detrimental to the educational program, work site employees who are interested and
15 qualified will have preference in substituting in higher paid open shifts due to leaves. Employees who
16 perform the duties of an employee within a higher paying position or classification shall receive the
17 salary of the higher paying position.

18
19 **Section 6.6. Special Assignment.**

20 Special service shall be defined as any and all work noncontiguous with regular daily work shifts or on
21 an employee’s day of rest (except transportation extra trips subject to Section 12.7 herein). Employees
22 performing special services shall be compensated for a minimum of two (2) hours, and for all
23 succeeding hours worked at appropriate rates; provided the employee was required to return to the work site.
24 For call-outs requiring only telephone consultation, the employee shall be entitled to actual time worked or 1.0
25 hours, whichever is greater.

26
27 **Section 6.7. School Closure.**

28 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
29 District will make every effort to notify each employee to refrain from coming to work. Employees
30 reporting to work absent timely notification shall receive a minimum of two (2) hours pay at base rate
31 in the event of such a closure; “timely notification” shall mean one (1) hour or more before the start of
32 the employee’s shift: provided, however, no employee shall be entitled to any such compensation in
33 the event he/she has been actually notified by the District of the closure prior to leaving home for
34 work. Employees are expected to monitor radio, television and/or the school closure website for
35 notification of school closures and delays. If an employee is unable to report to work at his/her regular
36 start time because of weather-caused road conditions on a day when schools are not closed, the
37 employee shall have the opportunity within two (2) weeks of the event to arrange to make up the time
38 missed at a time and on a date mutually agreeable to the employee and his/her supervisor. Provided
39 the employee is in a position in which make up work is available and not administratively burdensome
40 to provide. If the employee chooses not to make up the time missed, the employee shall take an
41 appropriate leave or deduct for the missed time.

42
43 **Section 6.8. Overtime.**

44 All hours of work subject to overtime rates of pay shall be approved, in advance, by the District
45 Superintendent or designee.

46
47 **Section 6.8.1.**

48 All employees shall be compensated at the rate of one and one-half (1½) times their base rate



1 for all hours worked and/or compensated over forty (40) hours per normal work week, except
2 that this Section is not intended to supersede the terms of Section 7.1.2 of this Agreement.

3
4 **Section 6.9. Compensatory Time Off.**

5 With approval in advance by an employee's supervising administrator, an employee may, at his/her
6 option, request compensatory time off in lieu of overtime compensation or payment for hours worked
7 beyond the employee's normal work shift. Compensatory time, if granted by an employee's
8 supervising administrator, may be accrued; provided, however, that records shall be maintained and
9 there must be a reasonable expectation that the employee will be able to expend the accrued time
10 without disruption to the district program. Records documenting compensatory time will include the
11 date worked, time worked, total hours worked, name of activity, and supervising administrator's
12 signature. The District shall not solicit employees to accept compensatory time in lieu of other
13 compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the
14 rate of one and one-half (1½) hours for each hour worked. Compensatory time for employees working
15 less than forty (40) hours per week shall be accrued at the rate of one (1) hour for each hour worked.
16 Unused compensatory time shall be cashed out at the end of July for school year employees and it shall
17 be at the monetary rate at which it was earned. It is expected that employees will use compensatory
18 time in a timely manner and that a plan for doing so will have been discussed with the employee's (s')
19 supervisor as compensatory time is granted.

20
21 **Section 6.10. School Calendar Planning.**

22 The Association will be involved in all School Calendar planning.

23
24 **Section 6.11.**

25 As an extension of their regular shift, employees may be required to attend meetings for training
26 purposes, up to once per month with at least two (2) weeks advance notice of scheduling, which time
27 will be paid.

28
29 **Section 6.12. Para Collaboration Time.**

30 Upon mutual request from a special education teacher and a para-professional who share students, the
31 District will compensate the para-educator to arrive early or stay after their work day, not to exceed
32 thirty (30) minutes, for the purposes of face to face collaboration, not to exceed ten (10) days per year,
33 per para-professional. This does not apply to paraeducators who are available to the teacher during the
34 special education teacher's planning time.

35
36 **Section 6.13. Notice of Reasonable Assurance and Changes to Assignment.**

37 School year employees will receive notice of reasonable assurance prior to the end of the school year.
38 Employees will be provided reasonable notice of substantial changes to their work assignment.

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41
42 **ARTICLE VII**

43
44 **HOLIDAYS AND VACATIONS**

45
46 **Section 7.1. Holidays.**

47 All employees shall receive the following paid holidays that fall within their work year:
48

- | | | |
|---|----------------------------|--------------------------------|
| 1 | 1. New Year's Day | 7. Independence Day |
| 2 | 2. Day before or day after | 8. Labor Day |
| 3 | New Year's Day | 9. Veterans' Day |
| 4 | (as set by Superintendent) | 10. Thanksgiving Day |
| 5 | 3. Martin Luther King Day | 11. Day after Thanksgiving Day |
| 6 | 4. Presidents' Day | 12. Day before Christmas |
| 7 | 5. Memorial Day | 13. Christmas Day |
| 8 | 6. Juneteenth | 14. Day after Christmas |

9

10 **Section 7.1.1. Unworked Holidays.**

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

18

19 **Section 7.1.2. Worked Holidays.**

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

22

23 **Section 7.1.3. Holidays During Vacation or on a Weekend.**

24 Should a holiday occur while an annual employee is on vacation, the employee shall be allowed
 25 to take one extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall
 26 on Saturday or Sunday, Friday or Monday will be observed as a holiday, as determined by the
 27 Superintendent.

28

29 **Section 7.1.4. Holiday for Reason of Faith or Conscience.**

30 Employees are entitled to two (2) unpaid holidays per year for reason of faith or conscience or
 31 an organized activity conducted under the auspices of a religious denomination, church, or
 32 religious organization. The employee may select the days on which the employee desires to
 33 take the two (2) unpaid holidays after consultation with their supervisor. If an employee
 34 prefers to take the two (2) unpaid holidays on specific days for the above reasons, the District
 35 must allow the employee to do so unless the employee's absence would impose an undue
 36 hardship on the District or if the employee is necessary to maintain public safety.

37 Employees will submit an "Unpaid Holiday" request to their immediate supervisor when
 38 known, but not later than five (5) workdays in advance of the requested unpaid holiday. No
 39 more than one (1) employee or ten percent (10%) per worksite/building, whichever is greater,
 40 may be absent for an unpaid holiday on any given day.

41

42 **Section 7.2. Vacations.**

43 All employees subject to this Agreement shall earn hours of vacation based on hours worked subject to
 44 the following provisions.

45

46 **Section 7.2.1. Vacation Credit.**

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



1 **Section 7.2.2.**

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

<u>Longevity</u>	<u>Formulation of Hours of Vacation Credit</u>	
<u>Years</u>	<u>Full Time Days x 8 = Allowed Vacation Hours</u>	
1-3	10	80
4	11	88
5	12	96
6	13	104
7	14	112
8	15	120
9	16	128
10	17	136
11	18	144
12	19	152
13	20	160
14	21	168
15	22	176
16	23	184
17	24	192
18	24	192
19	24	192
20	25	200

25 Prorated vacation hours = Allowed vacation hours x FTE

26 FTE = Full-time equivalent

$$27 \text{ FTE} = \frac{\text{Hours Worked}}{2,080 - \text{Full-Time Holiday Hours} - \text{Allowed Full-Time Vacation Hours}}$$

30 **Section 7.2.3.**

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

34 **Section 7.2.4.**

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

44 **Section 7.2.5.**

45 Except as provided in the following section, any vacation credit currently due but unused by the
46 new accrual date each year may be carried over for one (1) year to a maximum of twenty-five
47
48



1 (25) days following the accrual date with the approval of the immediate supervisor and
2 administration. No vacation may be carried over for more than one (1) year beyond the date on
3 which it became due; provided, however, no employee shall be denied accrued vacation
4 benefits due to District employment needs. An employee upon retirement shall have the
5 opportunity to cash out accrued vacation up to thirty (30) days which in the case of a member
6 of PERS 1 may apply the income toward average final compensation for retirement income
7 purposes.

8
9 **Section 7.2.6.**

10 Vacations shall be granted at the discretion of the administration at times agreed upon by the
11 employee and the District. Employees shall have, except in emergencies, the option of vacation
12 time in five (5) day increments.
13
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15
16 **ARTICLE VIII**

17
18 **LEAVES**

19
20 **Section 8.1. Sick Leave (Illness, Injury and Emergency Leave).**

21 Employees assigned one hundred eighty (180) or more workdays shall be entitled to twelve (12) days
22 of compensated leave each year to be used for illness, injury and emergencies. Employees assigned
23 less than one hundred eighty (180) workdays shall be entitled to such leave on a pro-rata basis.
24

25 Unused sick leave shall accumulate to the legal limit. Employees holding a regular part-time position
26 shall accrue sick leave with pay in proportion to the relationship of their basic workweek as to forty
27 (40) hours. Doctor and dental appointments may be charged against sick leave in case of illness.
28

29 An employee's sick leave may be used in case of illness in the immediate family including; child,
30 parent, spouse, parent-in-law, registered domestic partner, grandparent, sibling or anyone else living in
31 the immediate household as a member of the employee's family. All days used for this family illness
32 will be charged against the employee's sick leave.
33

34 Employees shall have the right to avail themselves of the District's leave sharing program in
35 accordance with state law. Should an employee apply for leave, the Association shall have up to two
36 (2) representatives from the bargaining unit attend as members of the Shared Leave Committee.
37

38 **Section 8.2.**

39 When an employee will be absent from work due to illness, or for any other reason, the employee shall
40 give notice to the supervisor and/or his or her designee (via the automated call system for
41 paraeducators, etc.) as early as possible, but not later than one (1) hour prior to the beginning of the
42 employee's shift. Provided however, that food service employees shall contact their supervisor before
43 7:00 a.m. or one (1) hour before their shift, whichever is earlier, and provided further that drivers shall
44 notify their supervisor no later than 4:45 a.m. for absences from the A.M. route. If the absence may be
45 for consecutive days, the District should be notified of the probable date of return. The Superintendent
46 and/or designee may require a physician statement to allow use of accumulated sick leave beyond three
47 (3) days.
48

1 **Section 8.2.1.**

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

7 **Section 8.3. Sick Leave Attendance Incentive Program.**

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

15 **Section 8.3.1.**

16 At the time of separation from the District employment, an eligible employee or the employee’s
17 estate shall receive remuneration at a rate equal to one (1) day’s current monetary
18 compensation for each four (4) full days accrued sick leave, in accordance with RCW
19 28A.400.210. Eligible employee shall mean employees who separate from employment due to
20 retirement or death and/or employees who are at least fifty-five (55) and have at least ten (10)
21 years of service under Plan 3 or who at least age fifty-five (55) and have at least fifteen (15)
22 years of service under Plan 2.
23

24 **Section 8.3.2.**

25 In the event employees are absent for reasons which are covered by Industrial Insurance, the
26 District shall pay the employee an amount equal to the difference between the amount paid the
27 employee by the Department of Labor and Industries and the amount the employee would have
28 normally earned. A deduction shall be made from the employee’s accumulated sick leave in
29 accordance with the amount paid to the employee by the District.
30

31 **Section 8.4.**

32 Compensated leave because of an employee’s physical incapacity will not be approved when the injury
33 or illness is directly traceable to employment other than with the District.
34

35 **Section 8.5.**

36 No District employee shall be entitled to compensated leave while absent from duty due to the
37 following causes:
38

- 39 1. Sickness or disability sustained while on leave of absence without pay.
 - 40 2. Inability to properly perform required duties because of intemperance or intoxication.
- 41

42 **Section 8.6. Emergency Leave.**

43 Each employee shall be entitled, each contract year, to three (3) days leave with pay for absence caused
44 by emergencies. Emergencies shall be defined as sudden or unanticipated events where preplanning
45 could not relieve the necessity of the employee’s absence. Such emergency leave shall be charged
46 against compensated leave accumulated pursuant to Section 8.1 herein.
47
48



1 **Section 8.7. Personal Leave.**

2 Employees shall be frontloaded three (3) days of personal leave per year with pay and pro-rated to
3 FTE. Up to two (2) days may be carried over annually to a maximum of five (5) total banked days
4 (including frontload). Personal leave is neither sick leave nor bereavement leave.

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

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

11
12 Personal Leave usage shall be limited to no more than one employee or ten percent (10%) of the
13 employees per department (per building for Paraeducators) whichever is greater, on any individual
14 day. Requests for Personal Leave shall be granted on a first-come, first served basis. Beginning on
15 May 15, requests for use of personal leave may be denied in circumstances in which a substitute
16 reasonably appears not to be available.

17
18 **Section 8.7.1.**

19 Personal Leave Incentive Program. By August 31 of each school year, the employee may
20 submit in writing to the Human Resource Officer their request to cash out up to two (2) unused
21 personal leave days. Unused personal leave will be cashed out on the September warrant and
22 the employee’s hourly rate will be based on the contract ending August 31 of the previous year.

23
24 **Section 8.8. Imminent Death and Bereavement Leave.**

25 Each employee shall be entitled to a maximum of five (5) days leave with pay upon each occasion of
26 the death or imminent death of an employee’s child, step-child, spouse, or adult living in the
27 employee’s household, parent, step-parent, grandparent, grandchild, sibling, or parent-in-law. Each
28 employee shall be entitled to a maximum of three (3) days leave with pay upon each occasion of the
29 death or imminent death of any other relative not listed above. The District retains the right to require
30 the employee to supply proof of death/imminent death and/or relationship of decedent as well as
31 justification of time required for bereavement-related activities. Leave for family illness shall be
32 chargeable against leave earned pursuant to Section 8.1 herein. Bereavement leave shall not be
33 chargeable. Bereavement leave shall be taken within one (1) calendar year of the family member’s
34 death. Requests for exceptions shall be made in writing to the Superintendent.

35
36 **Section 8.9. Maternity Leave.**

37 Maternity leave is to be deducted from the total accumulated compensated leave. Employees granted
38 maternity leave in accordance with this section may at their option, be allowed compensated leave for
39 maternity leave as stated in Section 8.1. for only those days their physician certifies they could not
40 perform the work required. The District may verify the doctor’s certification independently by a
41 physician appointed by them. Employees may separately be entitled to paid or unpaid leave benefits as
42 provided in Section 8.12. Qualified employees are entitled to the exercise those leave benefits in
43 Section 8.12 prior to the exercise of the benefits provided in this section.

44
45 **Section 8.9.1. Paternity Leave.**

46 A male employee, upon request, may be granted up to five (5) days leave, on or about the date
47 of the birth of his child. Such leave shall be deducted from that accumulated pursuant to
48 Section 8.1 herein. In unique situations, the employee may request additional days by

1 submitting a written application to the Superintendent. Employees may separately be entitled
2 to paid or unpaid leave benefits as provided in Section 8.12. Qualified employees are entitled to
3 exercise those leave benefits in Section 8.12 prior to the exercise of the benefits provided in
4 this section.

5
6 **Section 8.10. Judicial Leave.**

7 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
8 as a co-defendant with the District, such employee shall receive a normal day's pay for each day of
9 required presence in court provided that the employee notifies the District on a timely basis prior to the
10 required absence and cooperates reasonably with District efforts to minimize the duration of the
11 required absence. In the event that an employee is a party in a court action, such employee may
12 request an appropriate leave.

13
14 **Section 8.11. Leave of Absence.**

15 Except for leaves of absence due to illness, any employee who has completed two (2) years of service
16 with the District may be granted an extended leave of absence for a period not to exceed one (1) year,
17 upon recommendation of the immediate supervisor through administrative channels to the
18 Superintendent, and upon approval of the Board of Directors. Except as provided by law or specifically
19 stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and
20 without salary experience credit.

21
22 **Section 8.11.1.**

23 The returning employee will not necessarily be assigned to the identical position occupied
24 before the leave of absence. However, the employee shall be reinstated to a position equivalent
25 in duties and salary to that held at the time the request for leave of absence was approved,
26 consistent with Article IX herein.

27
28 **Notification and Timing**

29 An employee seeking a leave of absence must:

- 30 1. Make the request one (1) month prior to taking the leave or prior to April 1 (for the
31 ensuing year) unless waived by the Superintendent and/or designee.
- 32 2. Seek a leave which will not exceed a period of twelve (12) months unless waived by the
33 Superintendent and/or designee.
- 34 3. Confirmation of intent to return from leave must be received no later than April 1, for
35 the next school year.

36
37 **Section 8.11.2.**

38 The employee will retain but not accrue sick leave, vested vacation rights, and seniority rights
39 while on leave of absence.

40
41 **Section 8.11.3.**

42 If a returning employee refuses a position with nearly equivalent duties and pay, the returning
43 employee shall be terminated.

44
45 **Section 8.12. Family Leave.**

46 The Federal Family Medical Leave Act (FMLA), Paid Family and Medical Leave Act (PFML), and
47 state Family Care Act (FCA) may be used per statute to provide paid or unpaid leave for the employee
48 or employee's family. The District may require a signed statement from a licensed practitioner to

1 verify the need for treatment, care or supervision for any absence which exceeds three (3) consecutive
2 days.

3
4 **Section 8.13. Paid Military Leave.**

5 Eligible service member employees are entitled to twenty-one (21) days paid military leave in
6 accordance with Washington State law. Employees shall, to the extent possible, provide reasonable
7 notice in advance of such leave. Use of paid military leave shall not result in any loss of seniority or
8 similar privileges as provided under Washington State and Federal law.

9
10 **Section 8.14. Washington Paid Family and Medical (PFML).**

11 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits allowed by law:

- 12
- 13 ● The District shall annually notify employees about the benefits available under PFML.
- 14 ● Employees will be required to file a claim for PFML benefits with the Employment
15 Security Division (ESD). All payments will come from the ESD.
- 16 ● Employees will be required to contact ESD to determine eligibility and the amount of
17 leave available.
- 18

19 The District shall pay for both the employee and the employer portion of the Washington State Paid
20 Family Medical Leave premium at the current rate of 0.4%. In the event of an increase to the current
21 premium rate of 0.4%, the excess will be divided between the employee and the employer at the then-
22 current statutory ration.

23
24 **Section 8.15. Unpaid Leave.**

25 Unpaid leave may be granted by the Superintendent. Employees shall have the per diem rate of their
26 annual salary deducted for each day of unpaid leave. Except for leaves of absence due to illness,
27 employees will refrain from repeated requests for unpaid leave of absence. These may be granted in
28 instances when the reason for such leave is likely to be a rare, unrecurrent event that may reasonably
29 be deemed obligatory for the employee to attend.

30
31
32 **ARTICLE IX**

33
34
35 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

36
37 **Section 9.1.**

38 Longevity is defined as the total years of service as an employee for any Washington State school
39 district. Seniority is defined as the total years of service in any general job classification, within the
40 Lakewood School District. The seniority of an employee in the bargaining unit shall be established as
41 of the employee's first workday for the District as a regular employee unless such seniority shall be
42 lost as hereinafter provided.

43
44 **Section 9.1.1.**

45 When an employee leaves a school district within the State and commences employment with
46 the Lakewood School District, the employee shall be granted Schedule A placement, vacation
47 and sick leave benefits as an employee in the Lakewood School District who has similar
48 occupational status and total years of service.

1
2 **Section 9.1.2.**

3 If the District has a different system for computing seniority, leave benefits, and other benefits,
4 then the employee shall be granted the same seniority, leave benefits and other benefits as an
5 employee in the District who has similar occupational status and total years of service.
6

7 **Section 9.1.3.**

8 In any case where seniority is equal, the employee with the earliest hire date will have
9 “seniority.” Ties will be broken by birth date of effected employees, or failing that, by
10 alphabetical order of family name spelling.
11

12 **Section 9.1.4.**

13 Employees working in more than one general job classification shall enjoy seniority for all such
14 work concurrently, so long as they continue to work in those classifications.
15

16 **Section 9.2.**

17 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
18 days following the hire date. During this probationary period, the District may discharge such
19 employee at its discretion, and the employee shall have no recourse to any grievance procedure.
20

21 **Section 9.3.**

22 At the end of the sixty (60) working-day probationary period, if the employee is retained, the employee
23 shall be placed on regular employee status and be subject to salaries, insurance and leave provisions
24 retroactive to the employee’s hire date.
25

26 **Section 9.4.**

27 The seniority rights of an employee shall be lost for the following reasons:
28

- 29 A. Resignation;
- 30 B. Discharge for justifiable cause;
- 31 C. Retirement; or
- 32 D. Change in job classification within the bargaining unit, as hereinafter provided.
33

34 **Section 9.5.**

35 Seniority accrued shall not be lost for the following reasons without limitation:
36

- 37 A. Time lost by reason of industrial accident, industrial illness, or jury duty;
- 38 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
39 States;
- 40 C. Time spent on other authorized leaves; or
- 41 D. Time spent in layoff status as hereinafter provided.
42

43 **Section 9.6.**

44 Seniority rights shall be effective within the general job classification. General job classification shall
45 be as defined in Article I, Section 1.4 herein.
46
47
48



1 **Section 9.7.**

2 The senior employee shall have absolute preferential rights regarding shift selection, vacation periods
3 and special services (including overtime). The senior employee shall have preferential rights regarding
4 transfers, reassignment of present jobs, assignment to new or open jobs or positions, promotions, hours
5 of employment (seniority rights to “hours of employment” shall be applicable only to reduction of
6 hours), and layoffs when qualification, ability and performance are substantially equal with junior
7 employees, including outside applicants. If the District determines that seniority rights should not
8 govern because a junior employee possesses qualifications, ability and/or performance substantially
9 greater than a senior employee or senior employees, the District shall set forth in writing to the senior
10 employee, or employees, its specific reasons why the junior employee was selected. It is understood
11 that, in order to be eligible to bid, an employee must reasonably be projected to be available to fill the
12 position within five (5) school days of the bid.

13
14 **Section 9.7.1. Layoff Implementation.**

15 The District shall make the determination of the program needs and positions. If there is a need
16 for reduction or elimination of currently staffed positions, the layoff/reduction in force process
17 will be based on a District-level application of seniority within the general job classification.
18 No employee may exercise seniority rights that will increase the employee’s work hours or
19 hourly wage over and above the employee’s current work hours and hourly wage at the time of
20 the layoff/reduction.

21
22 An employee whose position is being reduced or eliminated will be reassigned to a currently
23 staffed position within the general job classification, subject to the following guidelines:

- 24
25 1. Seniority lists will be generated and distributed for each of the general job
26 classifications identified in Schedule A.
- 27
28 2. Written notification will be provided to the building administrator or department
29 supervisor and Association, of the name of the employee(s) who is currently occupying
30 the position that is being reduced or eliminated.
- 31
32 3. An employee displaced by reduction or elimination of his/her position shall be
33 reassigned to another position within the general job classification based upon seniority.
34 This will be accomplished by moving up the seniority list (least senior to most senior)
35 until the first position of equal annual work hours occupied by a less senior employee is
36 identified for which the displaced employee qualifies. The intent is to retain annual
37 work hours as close as possible to current work hours based upon seniority. In the event
38 there is no currently staffed position of equal annual work hours, the displaced
39 employee will be assigned to the position with annual work hours closest to the
40 employee’s current annual work hours. The District will determine whether the
41 displaced employee is qualified for the position in accordance with Section 9.7.
- 42
43 4. The process will repeat in seniority order (most senior to least senior) for each
44 employee displaced from his/her current position until all employees have been
45 reassigned to currently staffed positions or identified for layoff.
- 46
47 5. Employees who have been placed in layoff status will be placed on a reemployment list
48 according to layoff ranking within general job classifications (e.g. Paraeducators,

1 Custodial, Food Service, Maintenance, Transportation, ECEAP, Nurse, and Specialists.)
2 in accordance with Sections 9.9, 9.10, 9.11. and 9.12.
3

4 **Section 9.8. Job Postings.**

5 The District shall publicize within the bargaining unit, by written posting for a minimum of five (5)
6 days, the availability of new or open positions as soon as is practicable. Employee-candidates must
7 apply within the same five (5) day posting window to exercise their right of preferential consideration
8 under this section. Employee-candidates may submit applications beyond the initial five (5) day
9 posting window, but such applications will be considered and evaluated alongside all external
10 candidate applications.
11

12 **Section 9.8.1.**

13 Except for transportation/driver positions, up to forty-five (45) minutes per day of time may be
14 added to an existing position during the course of a school year without posting. Increases in
15 time greater than forty-five (45) minutes will result in the position being re-posted.
16

17 **Section 9.8.2. Current Employees Who Start a New Position Within the District.**

18 Employees who start a new position within the District shall serve another probationary period
19 of thirty (30) days of regularly scheduled work. However, in the event the employer, during
20 the probation, determines not to retain the employee in the position, such employee shall have
21 the right to return to the former position or if filled, to one of a substantially similar in nature if
22 available, or to a substitute position until a similar position becomes available, provided that
23 such employee will receive equivalent pay and benefits of the previous position. When a
24 similar position becomes available, such employee will be placed in that position without
25 posting procedures. A new probationary period will then go into effect.
26

27 **Section 9.8.3.**

28 If the District creates a new position or if an existing position becomes vacant such position
29 shall not be filled with a substitute beyond thirty (30) working days without the position being
30 posted.
31

32 If the position is vacant beyond thirty (30) working days said position will be opened to
33 members of the bargaining unit, on a leave replacement, based on: classification, seniority and
34 qualifications. Only one (1) employee may utilize this provision as long as it is an increase of
35 fifteen (15) minutes or more.
36

37 **Section 9.9.**

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

1 on the District substitute list and are requested by the District to perform temporary assignments shall
2 be compensated for such temporary assignments at their current longevity step on Schedule A.

3
4 **Section 9.10. Layoff Status Contact Information.**

5 Employees on layoff status shall file their address and email address in writing with the Personnel
6 Office of the District and shall thereafter promptly advise the District in writing of any changes.

7
8 **Section 9.11.**

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

12
13 **Section 9.12.**

14 An employee on layoff status who rejects an offer of contracted reemployment forfeits seniority and all
15 other accrued benefits

16
17
18 **ARTICLE X**

19
20 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

21
22
23 **Section 10.1.**

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

28
29 **Section 10.2. Notification to Non-Annual Employees.**

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

32
33 **Section 10.2.1.**

34 Should the District determine reasonable cause to not reemploy any employee for the following
35 school year, the employee shall, unless an emergency, be notified in writing prior to August 15
36 and will be subject to layoff rights outlined in Section 9.9 of this Collective Bargaining
37 Agreement. This Section does not apply to employees whose employment is terminated for
38 misconduct or performance-related reasons.

39
40 **Section 10.2.2.**

41 Nothing contained herein shall be construed to prevent the District from discharging an
42 employee for acts of misconduct occurring after the expiration of the school year.

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ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1. SEBB.

Employees projected to work the minimum hours required by the State, shall be eligible to receive a District contribution for their selected benefits. Employees shall receive health and other insurance benefits through the School Employees Benefit Board Program (SEBB). Benefits provided will include but not be limited to Basic Life and Accidental Death And Dismemberment insurance (AD&D), Basic Long-term Disability, Vision, Dental and a Medical Plan, as enumerated in current State law. Employees will also have the option to utilize payroll deduction for supplemental insurance such as the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) and long-term disability. Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 11.2.

The District agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Section 11.3.

The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year.

Section 11.4.

The parties mutually agree to open the contract at any time to deal with health insurance issues related to compliance with State or Federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the Association to the extent that the Association requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact.

ARTICLE XII

TRANSPORTATION

Section 12.1.

Except as provided for in Sections 12.2 and 12.9, below, only employees employed as regularly classified bus drivers (CDL or non-CDL, as appropriate) will be used to fulfill all job assignments within their respective classifications unless no qualified employee of a needed classification is available as determined by the Superintendent and/or designee. Employees have recourse to the grievance procedures for violations of this section.

Section 12.2. Use of Bus or Van.

Any trip where the number of students exceeds the capacity of the District's largest available passenger van will necessitate the use of a school bus, provided however that the District may use two (2) vans for up to three (3) athletic trips per year.

1 **Section 12.3. Transportation Shifts.**

2 Shifts within the general job classification of Transportation shall be established by the District in
3 relation to bus routes and time requisite to fulfilling tasks assigned by the Supervisor of Transportation.

4
5 **Section 12.4.**

6 The District retains the right to assign school buses to specific routes.

7
8 **Section 12.5. AM Layover Time.**

9 Drivers shall receive, in addition to the above, thirty (30) minutes pay per day for the purpose of bus
10 warm-up, cleanup and safety check, etc. The time between the end of the morning high school/middle
11 school route and the beginning of the morning kindergarten/5th grade route will be considered on-duty
12 layover time. This on-duty layover time will be paid at the driver’s regular hourly rate, up to a
13 maximum of forty-five (45) minutes per day. Drivers may be required to complete all required
14 paperwork, attend meetings and other related duties during this time. Any additional time requested for
15 the above duties will require prior approval from the Transportation Supervisor or designee. On early
16 release days, drivers shall be paid for time less than one (1) hour between runs. Drivers will be
17 required to remain on site during layover time.

18
19 **Section 12.5.1. Fuel and Wash.**

20 Drivers are allotted up to forty-five (45) minutes per week for use of the Marysville bus wash
21 facilities (time sheet) or up to one (1) hour per week for the use of the Lakewood bus washing
22 facility (time sheet). Drivers may add the appropriate time needed to their timecard for fueling
23 at Marysville. Drivers are allotted up to three (3) hours upon completion of the end of the year
24 bus cleaning (time sheet).

25
26 **Section 12.6. Bidding of Routes.**

27 The drivers, in seniority order, shall bid for routes. It is understood that, with the exception of the
28 annual bidding of routes, in order to be eligible to bid, a driver must reasonably be projected to be
29 available to commence the route within five (5) school days of the bid.

30
31 **Section 12.6.1.**

32 A driver’s current route will carry over from the previous school year to the new school year.
33 Within thirty (30) calendar days of the start of the school year a bidding of routes will occur.
34 Due to demographic or programmatic changes some routes may change. Any change in route
35 value from prior school year will be adjusted at bid time. Any net gain or net loss will be
36 adjusted at bid.

37
38 **Section 12.6.2. Initial Route Posting.**

39 Initial bus routes will be posted at least five (5) days prior to bidding. All morning and
40 afternoon regular routes will be a minimum of two (2) hours or a combined total of four (4)
41 hours if a driver has both a morning and afternoon route. Any route created after the bid per
42 section 12.6.1 will not be subject to this provision.

43
44 **Section 12.6.3.**

45 If the Transportation Supervisor is notified that a transportation employee will be absent for a
46 minimum of thirty (30) work days, that position will be posted for bidding; provided, however,
47 that an employee possessing the qualifications may not bid on any position unless a daily
48 increase of fifteen (15) minutes or more will occur, and that the assignment will be temporary,



1 with a one (1) week minimum and the maximum dependent upon the absent employee's return;
2 and provided, that only one (1) assignment per position will be allowed. In cases where the
3 absent employee separates from employment with the District, the route assignment shall
4 remain in effect until the bidding for the next school year.

5
6 **Section 12.6.4.**

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

10
11 **Section 12.6.5.**

12 Subject to the limitations expressed in Section 12.6. on availability and Section 12.6.3. for
13 leave replacement positions, a new or open position will be available for all drivers based upon
14 seniority and qualifications. One (1) driver may fill any position regardless of time gained,
15 time lost, or equal time. Any positions after the first move must have an increase of time of
16 fifteen (15) minutes or more.

17
18 **Section 12.7. Extra Trips.**

19 All bus trips other than those required to complete regular daily scheduled bus routes shall be defined
20 as extra trips, and shall be compensated for at the bus driver rate; provided, however, the minimum
21 compensation for any extra trip within the district shall be one (1) hour, and out of district shall be two
22 (2) hours.

23
24 **Section 12.7.1.**

25 Extra trips that are cancelled after such time that the elected driver cannot drive their regular
26 bus run (last minute cancellations), shall qualify the driver for compensation, that day, for their
27 normal bus runs hours of compensation.

28
29 **Section 12.7.1.1.**

30 Trips that are cancelled on a non-school day less than sixty (60) minutes prior to the
31 depart time, shall qualify the driver for a two (2) hour minimum call out.

32
33 **Section 12.7.1.2.**

34 If an extra trip is revised after it has been assigned, the driver will have the right to
35 decline the trip at the time of notification with no penalty.

36
37 **Section 12.7.1.3. Repost of Declined Trips.**

38 If an assigned extra trip is declined by a driver and no regular driver wants the trip, said
39 trip will be reposted for assignment on a seniority basis through one (1) A.M. and/or
40 P.M. shift, after which the District may assign to a substitute.

41
42 **Section 12.7.1.4**

43 Driver Extra Trip Rotation Drivers reserve the right to remove and re-enter their name
44 from/to any extra trip rotation list. In the case of removal, the said driver would still be
45 eligible to sign for extra trips but not eligible for the #1 slot in rotation. Drivers are
46 required to notify the Transportation Supervisor at least ten (10) working days in
47 advance of either said action.

1 **Section 12.7.2.**

2 Extra trips will be offered to drivers on a seniority basis using a rotational system. The first trip
3 will be offered to the most senior driver, the second trip to the second most senior driver, etc.,
4 until all drivers have been offered a trip. In the event a driver declines the offered trip, the trip
5 will be offered to the other drivers, on a seniority basis only. When a driver has been absent
6 from work for personal illness on a given day, the driver is not eligible to drive an extra trip on
7 the same day. Use of scheduled sick leave for the purpose of medical appointments will not be
8 considered personal illness.

9
10 The following restriction is limited to extra trips only and will not be used to restrict any other
11 right that the employee may have under this collective bargaining agreement.

12
13 In the event that a driver accepts an extra trip and subsequently declines that trip for any reason,
14 that driver shall have the following restrictions applied:

- 15
- 16 • For the first occurrence, during the school year, a verbal notification will be given.
- 17 • For the second occurrence, during the same school year, that driver shall not be allowed
- 18 to bid during the next scheduled trip biddings.
- 19 • For the third occurrence, during the same school year, that driver shall not be allowed to
- 20 bid for the next two (2) consecutive bids.
- 21

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

23
24 At the discretion of the supervisor, and after regular drivers have been given the opportunity to
25 bid, the supervisor may offer a trip to the driver who has been restricted from bidding under the
26 terms of this section.

27
28 **Section 12.7.3.**

29 It is the goal of the District to limit the normal workweek to forty (40) hours. If a driver's
30 contracted weekly hours are less than forty (40) hours, then that driver may be eligible for an
31 extra trip if the extra trip does not cause the driver's weekly hours to exceed forty-three (43)
32 hours. The District shall have the authority to bypass, in seniority order, any driver requesting
33 an extra trip if that trip would cause the driver's weekly hours to exceed forty-three (43) hours.
34 If overtime exceeding forty-three (43) hours is necessary to cover an extra trip, the driver who
35 would accrue the least amount of overtime exceeding forty-three (43) hours shall be awarded
36 the trip. If the amount of overtime exceeding forty-three (43) hours, between two (2) or more
37 drivers is equal, the trip will be awarded on a seniority basis.

38
39 **Section 12.7.4.**

40 If the extra trip interferes with the driver's regular route (route meaning either morning or
41 afternoon runs), that driver may not drive any part of the regular route which the extra trip
42 would interrupt, unless authorized by the transportation supervisor. When the transportation
43 supervisor authorizes an exception to this rule, such that the driver is able to drive her/his
44 regular route, the minimum compensation provision of Section 12.7. will not apply to the trip.
45
46
47

1 **Section 12.7.5.**

2 No extra trip will be assigned to a substitute unless no regular driver has signed up for or has
3 accepted the trip after reasonable notice and solicitation efforts have been expended. The
4 District retains the right in unusual circumstances to not offer an extra trip to such senior driver
5 subject to the grievance procedure herein.
6

7 **Section 12.7.6. Split Trips.**

8 A split trip is defined as an extra trip that is not continuous from departure to return. If a split
9 trip interferes with the assigned driver’s regular route, that driver will receive compensation for
10 no less than their regular route time. Weekend split trips will be paid at a minimum of four (4)
11 hours or actual time, whichever is greater.
12

13 **Section 12.7.7.**

14 Overnight trips shall be computed at eight (8) hours per day, or actual driving time, whichever
15 is greater. If driving time is less than eight (8) hours, then the driver shall be paid the balance of
16 hours up to a total of eight (8) hours per day, at the driver’s regular hourly rate. The driver will
17 receive premium pay of one and one-half (1½) times the driver’s regular hourly rate for driving
18 after 9 PM to and from the destination on overnight trips. The District shall be responsible for
19 overnight room expenses according to District policy and Board established rates.
20

21 **Section 12.7.8.**

22 If an extra trip is cancelled and re-scheduled by the end of the following week, the driver that
23 was assigned to the trip will have first priority to take the trip regardless of overtime. If that
24 driver cannot take said trip it will be assigned accordingly. If said trip is cancelled a second
25 time and re-scheduled it will be re-posted.
26

27 **Section 12.8.**

28 In the event the county closes roads to buses, the impacted drivers may report to work and if so, will be
29 paid for this time. The District has the option to reassign duties as needed.
30

31 **Section 12.9. Charter Services.**

32 In very unique circumstances, the District may, with the approval of the Association, contract with
33 approved private service providers rather than use district provided services. In addition, the District
34 may charter two (2) trips of over one hundred (100) miles one way, per school year.
35

36 **Section 12.10. Out of District Transportation for McKinney-Vento Students.**

37 Drivers who transport McKinney-Vento students or out-of-district transportation for special education
38 students shall be subject to the following:
39

40 **Section 12.10.1.**

41 Following bidding, drivers may have their route time adjusted when necessary due to student
42 movement. As long as the driver continues to have a regular route or routes, the time will not
43 be adjusted to less than the two (2) or four (4) hour minimums provided for in Section 12.6.2.
44

45 **Section 12.10.2.**

46 In the case of additional work after twenty (20) consecutive workdays, drivers will have such
47 additional time added to their contracted FTE. If such additional time is subsequently
48 eliminated, the contracted FTE shall be reduced to its original status twenty (20) workdays



1 following the elimination of this additional time. It is understood that during the twenty (20)
2 workday period following the elimination of the contracted additional time, the driver shall
3 deduct the contracted time from his/her timesheet.
4

5 **Section 12.10.3.**

6 Drivers who transport McKinney-Vento students or out-of-district transportation for Special
7 Education students whose morning or afternoon run is eliminated by student non-attendance
8 shall have preferential rights for that day in order of seniority to substitute for any open or
9 available regular or extra-curricular run. The District shall bump substitutes to accommodate
10 employees with regular routes up to the time of actual departure. Drivers who cannot be
11 provided alternative driving assignments shall be guaranteed time equivalent to their eliminated
12 run up to a maximum of two (2) hours. This guaranteed time shall be spent performing
13 alternate transportation duties. Scheduled student absences shall entitle the affected drivers to
14 substitute priority but not guaranteed time.
15

16 **Section 12.11.**

17 A mid-day run is defined as a route which starts at or after the end of the AM Elementary run and ends
18 before the high School/Middle School afternoon run. With the exception of Skill Center, ECEAP and
19 Preschool, mid-day runs are not considered to be part of the driver's route for purposes of carry-over
20 from one school year to the next under Section 12.6.1. Compensated time for mid-day runs shall
21 include actual driving time plus ten (10) minutes for pre-and post-trip duties.
22

23 **Section 12.11.1. Contiguous Time,**

24 Should there be fifteen (15) minutes or less between routes, the driver's base hourly rate shall
25 continue uninterrupted.
26

27 **Section 12.12. Video Cameras.**

28 Video cameras used on buses are intended to monitor and improve student behavior, minimize damage
29 to buses, and provide for an overall safer student transportation program. Video cameras are not
30 intended to replace the normal annual driver evaluation procedures. The Transportation Supervisor will
31 always notify a driver any time video files are viewed as the result of a concern or complaint
32 forwarded to the Transportation Department regarding activity on the driver's bus. Drivers may request
33 to view video files from their bus provided the request does not cause the District to incur additional
34 compensation costs.
35

36 Video cameras used on buses are intended to monitor and improve student behavior, minimize damage
37 to buses, and provide for an overall safer student transportation program. Video cameras are not
38 intended to replace the normal annual driver evaluation procedures. As soon as reasonably possible,
39 the Transportation Supervisor will always notify a driver any time video files are viewed as the result
40 of a concern or complaint forwarded to the Transportation Department regarding activity on the
41 driver's bus. Drivers may request to view video files from their bus provided the request does not
42 cause the District to incur additional compensation costs.
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ARTICLE XIII

PARAEDUCATORS

Section 13.1. Paraeducator Certificates.

The State of Washington and the Paraeducator Professional Educator Standards Board (PESB) require certification for classified public school district paraeducator employees. As PESB programs and requirements develop and change, the District and Association shall coordinate as needed to discuss changes to program and certification requirements, to discuss and facilitate training, to evaluate employee certification and tracking, and to discuss and facilitate paraeducators' ability to timely attend and complete required training. The District and Association may address issues on a case-by-case basis as required, with the mutual goal of increasing employee awareness of, and access to, required trainings and certifications. To ensure that the District has adequate certified staff to support the ongoing provision of paraeducator instructional and other services to students and their families, the District shall promptly communicate PESB changes to the Association and employees whenever reasonably known to the District, and the District shall, as able, provide regular training opportunities to employees.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of Association membership and respect all employees' decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.140. All employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District.

Section 14.2.

The District shall notify PSE/SEIU 1948 and the agreed bargaining unit representative of all new hires within ten (10) days of hire date, or as soon as practicable, including name, home mailing address, job title, work email, work location and hire date. PSE/SEIU 1948 shall notify the District immediately upon withdrawal/rescission of any member of the Association in accordance with Section 14.1 above.

Section 14.3. COPE – Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on a check separate from the Association dues transmittal check. PSE/SEIU 1948 shall be responsible for drafting a mutually acceptable written authorization form and collecting and furnishing same to District for an interested employee. Section 14.5 (Hold Harmless) of the Collective Bargaining Agreement shall apply to these deductions. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request. The District shall not be obligated to make deductions of any



1 kind under this Section 14.3. when the deduction would cause the employee’s pay to drop below the
2 current federal or state minimum hourly wage requirement. Once any funds are remitted to PSE/SEIU
3 1948, their disposition thereafter shall be the sole and exclusive obligation and responsibility of
4 PSE/SEIU 1948.

5
6 **Section 14.4. Dues and Checkoff.**

7 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees
8 who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/or other
9 changes in membership status to the District upon request. An employee's written, electronic, or
10 recorded voice authorization to have the District deduct membership dues from the employee's salary
11 must be made by the employee to Public School Employees of Washington (PSE). If the District
12 receives a request for authorization of deductions, the District shall as soon as practicable direct the
13 employee to (PSE).

14
15 Upon receiving notice of the employee's authorization from Public School Employees of Washington
16 (PSE) the District shall deduct from the employee's salary membership dues and remit the amounts to
17 (PSE), by the first Monday following the payroll in which the authorization was received by the
18 District from the Association.

19
20 An employee's request to revoke authorization for payroll deductions must be in writing and submitted
21 by the employee to (the Association) in accordance with the terms and conditions of the authorization.
22 Revocations will not be accepted by the District if the authorization is not obtained by the employee to
23 (the Association). After the District receives confirmation from the Association that the employee has
24 revoked authorization for deductions, the District shall make reasonable efforts, based on the date
25 confirmation is received, to end the deduction effective on the first payroll after receipt of the
26 confirmation. The District shall rely on information provided by the Association regarding the
27 authorization and revocation of deductions.

28
29 **Section 14.5.**

30 The Association agrees to defend, indemnify and hold the District harmless against any and all claims,
31 suits, orders or judgments brought or issued against the District pursuant to proper implementation of
32 this article, entitled Association Membership

33
34 **Section 14.5.1.**

35 Pursuant to HB 1575, Public School Employees of Washington/SEIU Local 1948 is the
36 exclusive custodian of membership records. If there are any errors in the dues collection
37 because of information provided or not provided by the Association. The Association is
38 entirely liable.

39
40 **Section 14.6. Access to New Employees.**

41 The District will provide the reasonable access to new employees of the bargaining unit for the
42 purposes of presenting information about the Association to the new employee. The presentation may
43 occur during a new employee orientation provided by the District, or at another time mutually agreed
44 to by the District and Association. No employee may be mandated to attend the meetings or
45 presentation by the Association. “Reasonable access” for the purposes of this section means: (a) the
46 access to the new employee occurs within ten (10) workdays of the employee’s start date within the
47 bargaining unit; (b) The access is not less than thirty (30) minutes; and (c) the access occurs at the new
48 employee’s regular worksite, or at a location mutually agreed to by the District and the Association.

1 The District will work with the Association to allow such meeting to occur within the time frame listed
2 above.

3
4 **Section 14.7.**

5 At the time of hire, the District will inform new hires of the terms and conditions of this Article.
6
7

8
9 **ARTICLE XV**
10
11 **GRIEVANCE PROCEDURE**
12

13 **Section 15.1. Purpose.**

14 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
15 arising between the District and its employees within the bargaining unit defined in Article I herein,
16 with respect to matters dealing with the interpretation or application of the terms and conditions of this
17 Agreement and shall be resolved in strict compliance with this Article. A determined effort shall be
18 made to settle such differences at the lowest possible level in the grievance procedure. In presenting a
19 grievance, the employee may be accompanied by a representative of the Association at all steps of the
20 grievance process.
21

22 **Section 15.1.1. Definitions.**

- 23 A. Grievant: A grievant is an employee, or in the case of the Association's contractual
24 rights, the Association.
25 B. Grievance: A grievance is defined as a dispute involving the interpretation or
26 application of the specific terms of this Agreement.
27

28 **Section 15.1.2. Timelines.**

29 Grievances shall be processed in the following manner and within the stated time limits. Time
30 limits shall be calculated commencing on the day after the event or occurrence triggering the
31 running time limit. Time limits provided in this procedure may be extended only by mutual
32 written agreement.
33

34 Failure on the part of the District at any step of this procedure to communicate the decision on a
35 grievance within the specific or mutually extended time limits shall permit the grievant to lodge
36 an appeal at the next step of this procedure.
37

38 Failure of the grievant (employee or Association) to present or proceed with a grievance within
39 the specified or mutually extended time limits will render the grievance waived and subject to
40 no further processing.
41

42 **Section 15.2. Process**

43
44 **Section 15.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.**

45 Within thirty (30) days following the occurrence of the event giving rise to the grievance, or
46 thirty (30) days after the event is known or reasonably should have been known, the employee
47 shall discuss and attempt to resolve the grievance informally with his/her immediate supervisor.
48

1 The immediate supervisor shall respond informally within ten (10) working days of the
2 employee's presentation. The informal presentation and response at this level may be oral or
3 written.

4
5 **Section 15.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

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

- 9
10 A. A statement of the alleged grievance, including the facts upon which the grievance is
11 based;
12 B. Reference to the specific term(s) of the Agreement which have been allegedly violated;
13 and
14 C. Remedy sought.

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

20
21 **Section 15.2.3. Step 3. Superintendent Level.**

22 A. Individual Grievance

23 If the grievance is not settled at Step 2 and the Association believes the grievance to
24 be valid, a written statement of the grievance shall be submitted to the District
25 Superintendent or the Superintendent's designee within fifteen (15) working days of
26 receipt of the supervisor's Step 2 written response. After submission of the
27 grievance, the parties will have fifteen (15) working days to meet with the
28 Superintendent or designee to resolve the grievance. A written statement of the
29 disposition shall be given to the aggrieved and the Association within fifteen (15)
30 working days of the Step 3 meeting. If an agreeable disposition has been made, the
31 aggrieved party shall terminate the grievance in writing within ten (10) working
32 days.

33
34 B. Association Grievance

35 A grievance which the Association may have against the District, limited as
36 aforesaid to matters dealing with the interpretation or application of terms of this
37 Agreement relating to Association rights, shall be commenced by filing an
38 Association grievance in writing (in the format of Step 2 above) with the
39 Superintendent or the Superintendent's designee. Such filing shall be within twenty
40 (20) days following the occurrence of the event giving rise to the grievance or
41 twenty (20) days after event is known or reasonably should have been known. After
42 submission of the Association grievance, the parties will have ten (10) working days
43 to meet with Superintendent or designee to resolve the grievance. A written
44 statement of the disposition shall be given to the Association within fifteen (15)
45 working days of the Step 3 meeting. If an agreeable disposition has been made, the
46 Association shall terminate the grievance in writing within ten (10) working days.

1 **Section 15.2.4. Step 4. Arbitration.**

2 If no settlement is reached in Step 3, the Association has the right to file a demand for
3 arbitration as outlined below:
4

- 5 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
6 (10) working days of receipt of the disposition letter at Step 3.
7
- 8 B. Arbitration shall be limited to issue(s) involving the interpretation or application of
9 specific terms of this Agreement.
10
- 11 C. When a timely request has been made for arbitration, the parties shall attempt to select
12 an impartial arbiter to hear and decide the particular case. If the parties are unable to
13 agree to an arbiter within ten (10) working days after submission of the written request
14 for arbitration, the provisions of paragraph D below shall apply to the selection of an
15 arbiter.
16
- 17 D. In the event an arbiter is not agreed upon as provided in paragraph C above, the parties
18 shall jointly request the American Arbitration Association to submit a panel of seven (7)
19 qualified neutrals. Such request shall state the issue of the case and ask that the
20 nominees be qualified handle the type of case involved. When notification of the seven
21 (7) is received, the parties shall each independently strike from the list those
22 unacceptable arbiters and shall rank, in order of preference, the remaining arbiters.
23 From among the mutually acceptable arbiters, the one with the lowest combined
24 preference number shall be the arbiter. In the event there are no mutually acceptable
25 arbiters on the panel, the parties, in turn, shall have the right to strike a name from the
26 original panel of seven (7) until only one (1) name remains. The remaining person shall
27 be the arbiter. The right to strike the first name from the panel shall be determined by
28 lot.
29
- 30 E. In the event either party is dissatisfied with the credentials of the arbiters whose names
31 are on the first panel offered by the American Arbitration Association, such party can
32 summarily reject that panel and insist on a second panel. Selection must be made from
33 the second panel.
34
- 35 F. Arbitration proceedings shall be in accordance with the following:
36
- 37 1. The arbiter, once appointed, will inform the parties as to the procedures which will
38 be followed.
 - 39 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and
40 shall be empowered to request, through subpoena, if necessary, such data and
41 testimony as the arbiter deems pertinent to the grievance and shall render a decision
42 in writing to both parties within thirty (30) working days, unless mutually extended,
43 of the closing of the record.
44
 - 45 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
46 presented for arbitration which decision shall be final and binding on both parties.
47
48

- 1 4. The arbiter shall rule only on the basis of information presented at the hearing and
2 shall refuse to receive any information after the hearing except by mutual
3 agreement.
- 4
- 5 5. Each party to the proceedings may call such witnesses as may be necessary in the
6 order in which their testimony is to be heard. Such testimony shall be limited to the
7 matters set forth in the written statement of the grievance. The arguments of the
8 parties may be supported by oral comment and rebuttal. Either or both parties may
9 submit written briefs within a time period mutually agreed upon. Such arguments of
10 the parties, whether oral or written, shall be confined to and directed at the matters
11 set forth in the grievance.
- 12
- 13 6. Each party shall pay any compensation and expenses relating to its own witnesses or
14 representatives.
- 15
- 16 7. The arbiter shall specify in the award that the District or the Association, whichever
17 is ruled against by the arbiter, shall pay the compensation of the arbiter including
18 necessary expenses.
- 19
- 20 8. The total cost of the stenographic record, if requested, will be paid by the party
21 requesting it. If the other party requests a copy, that party shall pay the associated
22 costs of that copy.
- 23

24 **Section 15.3. Binding Effect of Award.**

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

29 **Section 15.3.1. Limits of the Arbiter.**

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

31 **Section 15.3.2. No Duty to Maintain Status Quo.**

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

35 **Section 15.3.3. Freedom From Reprisal.**

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

38 **Section 15.4. Grievance Release Time.**

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

ARTICLE XVI
PERFORMANCE EVALUATION

Section 16.1.

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

Section 16.2.

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

Section 16.3. Leave and Evaluations.

Any employee who utilizes contractually provided leave, regardless of leave type, shall not have this leave adversely affect their evaluation. Only in the case of an unpaid absence - after leave has been exhausted, should the evaluator include attendance on the evaluation of the employee, excluding otherwise improper paid leave utilization or repeat improper notice.

ARTICLE XVII
APPRENTICESHIP

Section 17.1.

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

Section 17.1.1.

In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XV.

Section 17.1.2.

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



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Section 17.2.

Employees enrolled as apprentices shall receive the Paraeducator rate of pay for their positions, as specified on Schedule A.

Section 17.2.1.

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

Section 17.2.2.

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

Section 17.2.3.

Hourly compensation increases specified in Sections 16.2.1 and 16.2.2 shall be made for employees by September 15 of the contract year.

Section 17.2.4.

All disputes arising from the application or interpretation of Sections 16.2.1 through 16.2.3 shall be resolved by the JATC.

Section 17.3.

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

Section 17.4.

Participation in the apprenticeship program shall be completely voluntary for all Paraeducators.

Section 17.5.

Persons employed on the effective date of this Agreement may apply for the apprenticeship program at any time new enrollees are accepted. Applications will be accepted annually prior to October 1.

Section 17.5.1.

Such employees shall receive partial credit for time worked in the District as determined by the WPSCEJATC.

Section 17.6.

This Agreement may be reopened at any time upon mutual agreement of the parties or as new classifications are proposed by the Local JATC for journey level status.



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ARTICLE XVIII

SALARIES AND EMPLOYEE COMPENSATION

Section 18.1.

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

Section 18.1.1. Salaries.

Over the term of this agreement, salaries will receive a special adjustment in accordance with the result of the Parties' 2021-2022 wage study. A percentage of that special adjust shall be applied each year, as reflected by those dollar increases shown in the attached Schedule A for the 2022-2023, 2023-2024, and 2024-2025 school years. For each year of this Agreement, the agreed wage study adjustments will be applied to the prior year's salary schedule prior to the application of any additional percentage increase, such as IPD. References to "the Implicit Price Deflator" or "IPD" as used in this Agreement shall mean the inflationary adjustment index funded by the state for school district revenue formulas for classified staff.

For 2022-2023, apply forty-five (45) percent of the 2021-2021 wage study comparable to the 2021-2022 Schedule A and increase all cells by IPD, which is 5.5%. For 2023-2024, apply thirty (30) percent of the 2021-2021 wage study comparable to the 2022-2023 Schedule A and increase all cells by IPD plus 1%. For 2024-2025, apply twenty-five (25) percent of the 2021-2021 wage study comparable to the 2023-2024 Schedule A and increase all cells by IPD plus 1%.

For each year of this Agreement, the Career Center Specialist rates in Schedule A shall be adjusted to remain two dollars and thirty-four cents (\$2.34) above the Paraeducator Technical position within each cell in Schedule A. The Para Tech classification rates in Schedule A shall be adjusted to remain seventy (\$0.70) above the Para Specialty rate in Step 1, and eighty-three (\$0.83) cents above the Para Specialty rate within the Tech classification in all other cells on Schedule A. The ECEAP Assistant Instructional rates shall be adjusted to mirror the Para Instructional rate.

In addition, for future reference the wage study comparable can be found in the MOU dated, August 22, 2022.

Section 18.2.

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

Section 18.2.1. Substitute Employees.

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

1 **Section 18.2.2. Temporary Employees.**

2 The parties agree that temporary employees shall be compensated at Step I of the appropriate
3 classification on Schedule A herein and, furthermore, that such temporary employees shall be
4 utilized to augment, not replace, regular employees. The parties further agree that regularly
5 contracted employees shall be afforded the opportunity to fill temporary assignments provided
6 that the scheduling of such temporary assignment is compatible with the employee's regular
7 work shift and that the employee possesses the necessary skills and qualifications to perform
8 the temporary assignment. Regularly contracted employees filling temporary assignments shall
9 be compensated at their current longevity step on Schedule A.

10
11 **Section 18.3.**

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

14
15 **Section 18.4. Work Site Travel.**

16 Any employee required to travel from one site to another in a private vehicle during working hours
17 shall be reimbursed for such travel on a per-mile basis at the current rate as set by the IRS.

18
19 **Section 18.5. Special Duty Paraeducator Stipend.**

20 Effective September 2022, Paraeducators working in the Comprehensive Skill Program, Life Skills
21 Program and Development Preschool Program, whose regular contracted duties are to perform
22 catheterization, toileting, feminine hygiene, gastrostomy, or diapering of student, and Paraeducators
23 whose regular contracted duties include primary responsibility for students with IEP's that would be
24 eligible for an EBD Program, shall be classified as Specialty Paraeducators.

25
26 **Section 18.5.1.**

27 Employees are encouraged to accumulate a minimum of twenty-five dollars (\$25.00) of
28 reimbursable expenses before submitting a request for reimbursement.

29
30 **Section 18.6.**

31 Employees will make all reasonable efforts to arrange overnight lodging through the District. The
32 District will provide employees a set per diem rate for Board expenses. Room reimbursements will
33 only be provided for District pre-approved travel.

34
35 **Section 18.7.**

36 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
37 this Agreement; provided, the employee has been hired prior to and actively employed continuously
38 since March 1 of the previous employment year.

39
40 **Section 18.8.**

41 Any employee who changes job positions or classifications shall receive full longevity credit regarding
42 step placement on Schedule A.

43
44 **Section 18.9.**

45 Employees attending training courses required by State regulation or District policy as a condition of
46 continued employment will be paid by the District at their normal hourly wage for all time in
47 attendance beyond the employee's regular school employment time, plus any fee, tuition, or
48

1 transportation costs. For all such hours worked after forty (40) hours per week, the employee shall be
2 paid at one and one-half (1½) times the appropriate rate.

3
4 **Section 18.10.**

5 Employees attending training courses or seminars requested by the employee and approved by the
6 District will suffer no loss of regular salary, if the activity requires them to attend on their regular
7 school employment time. Expenses incurred for transportation and/or training course fees and tuitions
8 may be paid by the District.

9
10 **Section 18.11. Tool Allowance.**

11 The District shall provide a tool allowance in the amount of seven hundred fifty dollars (\$750.00) for
12 each mechanic and assistant mechanic subject to this Agreement. The District shall provide a tool
13 allowance in the amount of four hundred dollars (\$400.00) for the 2019-20 contract year for the
14 District's HVAC technician and seven hundred and fifty dollars (\$750.00) every year thereafter.
15 Employees eligible for this allowance shall submit purchase receipts or proofs of purchase to the
16 District on a timely basis for reimbursement.

17
18 **Section 18.12. Professional Development.**

19 A professional development fund in the amount of two thousand dollars (\$2,000.00) will be provided
20 to this bargaining unit each school year. The money will be distributed by the Professional
21 Development Review Committee, consisting of an employee representing each school and a District
22 representative. The committee will accept written applications for use of Professional Development
23 funds and distribute said funds up to the annual limit according to the established guidelines.

24
25 In the event of a double levy failure, this section is void for the period of time impacted by the
26 District's failure to receive local levy funds. Professional Development funds that were not used within
27 the previous school year will be rolled over into funds available for the next school year.

28
29 **Section 18.13. Reimbursement of Paraeducator Fees.**

30 The District will reimburse the current testing fee to any Paraeducator upon successfully passing the
31 ETS ParaPro Assessment.

32
33 **Section 18.14.**

34 Retroactive pay, if applicable, shall be paid on the first regular payday following agreement on such
35 pay, if possible, and in any case not later than the second regular payday.

36
37 **Section 18.15.**

38 The District shall pay for the Department of Transportation (DOT) physical required of CDL drivers
39 and performed by a medical provider of the District's choosing. A CDL driver may opt to have the
40 required DOT physical performed by a medical provider of the CDL driver's choosing. A CDL driver
41 choosing this option shall be entitled to reimbursement of any out of pocket medical expenses up to the
42 amount the District would otherwise pay to its chosen medical provider. It is understood that new
43 CDL drivers, shall be reimbursed for the cost of first-aid training obtained outside the District if no
44 District class is offered on a timely basis.

45
46 **Section 18.16. Summer Work Rate.**

47 Effective the 2022-2023 school year, the parties agree to the following summer work rates for non-
48 annual and summer-hire employees.

1 **Section 18.16.1. Continuation of Current Position.**

2 Non-annual employees who accept a summer position that has the same or substantially similar
3 duties and responsibilities as the employee’s current position shall receive their standard rate of
4 pay.
5

6 **Section 18.16.2. Regular Position Outside of Classification.**

7 New hires and non-annual employees working outside of their current classification, who
8 accept a summer position that has the same or substantially similar duties and responsibilities
9 as a regular position, shall receive the rate of pay at the step that is commensurate with their
10 experience, as determined by the applicable rate on Schedule A for that position.
11

12 **Section 18.16.3. Summer Positions.**

13 Summer positions that fall outside the regular duties and responsibilities of any current regular
14 position governed by this Agreement, shall receive the rate of pay at the step that is
15 commensurate with their experience, as determined by the applicable rate on Schedule A for
16 the most similar position.
17
18
19

20 **ARTICLE XIV**

21 **TERM AND SEPARABILITY OF PROVISIONS**

22 **Section 19.1. Term of Agreement.**

23 The term of this Agreement shall be September 1, 2022 through August 31, 2025.
24
25

26 **Section 19.1.1. Salaries.**

27 Over the term of this agreement, salaries will receive a special adjustment in accordance with
28 the result of the parties’ 2021-2022 wage study. A percentage of that special adjust shall be
29 applied each year, as reflected by those dollar increases shown in the attached Schedule A for
30 the 2022-2023, 2023-2024, and 2024-2025 school years.
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33 For each year of this Agreement, the agreed wage study adjustments will be applied to the prior
34 year’s salary schedule prior to the application of any additional percentage increase, such as
35 IPD. References to “the Implicit Price Deflator” or “IPD” as used in this Agreement shall
36 mean the inflationary adjustment index funded by the State for school district revenue formulas
37 for classified staff.
38

39 For 2022-2023, apply forty-five percent (45%) of the 2021-2021 wage study comparable to the
40 2021-2022 Schedule A and increase all cells by IPD, which is five and a half percent (5.5%).
41

42 For 2023-2024, apply thirty percent (30%) of the 2021-2021 wage study comparable to the
43 2022-2023 Schedule A and increase all cells by IPD plus one percent (1%).
44

45 For 2024-2025, apply twenty-five percent (25%) of the 2021-2022 wage study comparable to
46 the 2023-2024 Schedule A and increase all cells by IPD plus one percent (1%).
47
48



1 For each year of this Agreement, the Career Center Specialist rates in Schedule A shall be
2 adjusted to remain two dollars and thirty-four cents (\$2.34) above the Paraeducator Technical
3 position within each cell in Schedule A.
4

5 **Section 19.2.**

6 All provisions of this Agreement shall be applicable to the entire term of this Agreement
7 notwithstanding its execution date.
8

9 **Section 19.3. Openers.**

10 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
11 parties in writing, and as required by law to bargain the impact of legislation enacted following
12 execution of the Agreement. If the State funds wages for classified employees in any manner other
13 than the IPD, Schedule A shall be reopened for the purposes of agreeing on a method for applying the
14 new funding method to the salary schedule wage rates.
15

16 **Section 19.4.**

17 If any provision of this Agreement or the application of any such provision is held invalid, the
18 remainder of this Agreement shall not be affected thereby.
19

20 **Section 19.5.**

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

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PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

LAKWOOD CHAPTER #1113

Sara LeTellier

BY: Sara LeTellier (Aug 23, 2022 14:13 PDT)
Sara LeTellier, Chapter President

DATE: _____

LAKWOOD SCHOOL DISTRICT #306

BY: Scott M. Peacock

Scott Peacock, Superintendent

DATE: _____



Schedule A
PSE Lakewood Chapter #1113
September 1, 2022 – August 31, 2023

2022-2023 Schedule A								
Position	1	2	3-6	7-9	10-14	15-19	20-24	25+
PARAEDUCATORS								
TECHNICAL	\$21.29	\$22.59	\$23.83	\$24.90	\$25.86	\$26.32	\$26.79	\$27.25
INSTRUCTIONAL	\$19.95	\$21.10	\$22.71	\$23.40	\$24.36	\$24.82	\$25.27	\$25.73
INSTRUCTIONAL SPECIALTY	\$20.59	\$21.75	\$22.99	\$24.06	\$25.02	\$25.48	\$25.95	\$26.41
SUPPORT	\$18.67	\$19.76	\$21.14	\$21.94	\$22.98	\$23.45	\$23.92	\$24.39
STUDENT SUPERVISION								
STUDENT SUPERVISOR	\$18.67	\$19.78	\$21.14	\$22.00	\$22.98	\$23.45	\$23.92	\$24.39
CUSTODIAL								
DAY CUSTODIAN	\$23.24	\$24.56	\$26.98	\$27.22	\$28.08	\$28.45	\$28.81	\$29.17
CUSTODIAN 2ND SHIFT	\$23.87	\$25.19	\$27.51	\$27.84	\$28.62	\$29.05	\$29.48	\$29.90
FOOD SERVICE								
PRODUCTION ASSISTANT	\$22.31	\$23.31	\$24.31	\$25.31	\$26.17	\$26.59	\$27.01	\$27.43
COOK	\$20.06	\$21.11	\$22.21	\$23.20	\$24.05	\$24.47	\$24.89	\$25.31
CASHIER	\$17.80	\$18.93	\$20.34	\$21.19	\$22.00	\$22.59	\$23.17	\$23.76
KITCHEN ASSISTANT	\$17.60	\$18.52	\$19.82	\$20.37	\$21.20	\$21.58	\$21.96	\$22.34
MAINTENANCE								
CRAFT TRADES	\$30.94	\$32.17	\$33.39	\$34.61	\$35.48	\$36.02	\$36.56	\$37.10
GROUNDS	\$27.27	\$28.59	\$29.92	\$31.25	\$32.06	\$32.54	\$33.02	\$33.50
GROUNDS ASSISTANT	\$23.69	\$24.94	\$26.80	\$27.46	\$28.27	\$28.77	\$29.27	\$29.77
MAINTENANCE ASSISTANT	\$23.95	\$25.05	\$26.80	\$27.25	\$27.99	\$28.23	\$28.47	\$28.70
LABORER	\$18.59	\$20.10	\$21.08	\$22.32	\$23.43	\$23.70	\$23.96	\$24.22
HVAC TECHNICIAN	\$34.95	\$36.40	\$37.85	\$39.30	\$40.18	\$40.66	\$41.15	\$41.63
TRANSPORTATION								
MECHANIC	\$29.99	\$31.53	\$33.15	\$34.60	\$35.47	\$36.05	\$36.62	\$37.19
ASSISTANT MECHANIC	\$25.96	\$27.09	\$28.22	\$29.34	\$30.09	\$30.37	\$30.65	\$30.93
BUS DRIVER	\$24.79	\$26.13	\$27.80	\$28.81	\$29.64	\$30.13	\$30.61	\$31.09
DRIVER TRAINER	\$27.60	\$28.99	\$30.39	\$31.78	\$32.64	\$33.19	\$33.74	\$34.29
NON-CDL DRIVER	\$20.44	\$21.43	\$22.42	\$23.41	\$24.14	\$24.45	\$24.75	\$25.06
ROUTER/DISPATCHER	\$27.76	\$29.10	\$30.44	\$31.79	\$32.73	\$33.31	\$33.89	\$34.47
ECEAP								
ECEAP ASSISTANT INSTRUCTOR	\$19.95	\$21.10	\$22.71	\$23.40	\$24.36	\$24.82	\$25.27	\$25.73
ECEAP LEAD AA	\$26.21	\$28.57	\$29.52	\$31.18	\$32.28	\$32.36	\$32.43	\$32.51
ECEAP LEAD BA	\$30.37	\$31.87	\$34.41	\$34.78	\$35.86	\$36.19	\$36.53	\$36.86
ECEAP PROGRAM MANAGER	\$31.25	\$33.21	\$35.47	\$36.02	\$37.22	\$37.64	\$38.06	\$38.48
NURSE								
LPN	\$28.03	\$29.13	\$30.23	\$31.32	\$32.31	\$32.89	\$33.47	\$34.05
RN	\$35.96	\$37.73	\$39.94	\$41.27	\$42.10	\$42.66	\$43.21	\$43.77
HEALTHROOM ASSISTANT	\$21.99	\$23.59	\$25.10	\$26.65	\$27.76	\$28.12	\$28.48	\$28.85
SPECIALIST								
COTA	\$30.97	\$32.36	\$33.82	\$35.14	\$36.07	\$36.71	\$37.34	\$37.97
SLPA	\$30.84	\$32.02	\$33.82	\$34.39	\$35.41	\$36.08	\$36.74	\$37.40
INTERPRETER	\$29.29	\$32.56	\$32.96	\$34.79	\$35.90	\$36.31	\$36.71	\$37.11
CAMPUS MONITOR	\$24.24	\$25.15	\$26.14	\$26.95	\$27.89	\$28.42	\$28.94	\$29.47
STUDENT SUPPORT ADVOCATE	\$32.10	\$33.84	\$35.58	\$37.32	\$38.39	\$38.81	\$39.24	\$39.67
INFORMATION SYSTEMS								
INFORMATION SYSTEMS TECHNICIAN	\$33.80	\$34.81	\$36.49	\$36.81	\$37.60	\$37.87	\$38.13	\$38.40
INFORMATION SYSTEMS ASSISTANT	\$26.89	\$27.99	\$29.10	\$30.20	\$30.85	\$31.01	\$31.18	\$31.34
CAREER CENTER								
CAREER CENTER SPECIALIST	\$23.63	\$24.93	\$26.17	\$27.24	\$28.20	\$28.66	\$29.13	\$29.59



2023-2024 Schedule A

Position	1	2	3-6	7-9	10-14	15-19	20-24	25+
PARAEDUCATORS								
TECHNICAL	\$23.46	\$24.65	\$25.70	\$26.74	\$27.64	\$28.44	\$29.23	\$30.03
INSTRUCTIONAL	\$21.84	\$22.88	\$23.92	\$24.96	\$25.86	\$26.64	\$27.42	\$28.21
INSTRUCTIONAL SPECIALTY	\$22.76	\$23.81	\$24.86	\$25.90	\$26.80	\$27.60	\$28.39	\$29.19
SUPPORT	\$20.57	\$21.58	\$22.58	\$23.60	\$24.54	\$25.35	\$26.15	\$26.96
STUDENT SUPERVISION								
STUDENT SUPERVISOR	\$20.57	\$21.58	\$22.58	\$23.60	\$24.54	\$25.35	\$26.15	\$26.96
CUSTODIAL								
DAY CUSTODIAN	\$25.30	\$26.42	\$28.25	\$28.67	\$29.40	\$30.03	\$30.65	\$31.26
CUSTODIAN 2ND SHIFT	\$25.99	\$27.11	\$28.80	\$29.36	\$29.97	\$30.70	\$31.42	\$32.15
FOOD SERVICE								
PRODUCTION ASSISTANT	\$25.19	\$26.00	\$26.79	\$27.60	\$28.33	\$29.05	\$29.78	\$30.49
COOK	\$22.26	\$23.16	\$24.05	\$24.95	\$25.67	\$26.38	\$27.10	\$27.82
CASHIER	\$19.60	\$20.65	\$21.69	\$22.74	\$23.40	\$24.41	\$25.41	\$26.41
KITCHEN ASSISTANT	\$19.40	\$20.17	\$20.92	\$21.68	\$22.37	\$23.02	\$23.67	\$24.32
MAINTENANCE								
CRAFT TRADES	\$33.79	\$35.05	\$36.33	\$37.60	\$38.35	\$39.27	\$40.19	\$41.12
GROUND	\$30.20	\$31.36	\$32.53	\$33.69	\$34.35	\$35.17	\$35.99	\$36.81
GROUND ASSISTANT	\$26.10	\$27.13	\$28.16	\$29.19	\$29.85	\$30.70	\$31.55	\$32.40
MAINTENANCE ASSISTANT	\$26.55	\$27.32	\$28.08	\$28.83	\$29.37	\$29.78	\$30.17	\$30.58
LABORER	\$19.56	\$21.04	\$22.10	\$23.37	\$24.53	\$24.81	\$25.09	\$25.36
HVAC TECHNICIAN	\$37.42	\$39.02	\$40.62	\$42.23	\$43.00	\$43.83	\$44.65	\$45.48
TRANSPORTATION								
MECHANIC	\$32.85	\$34.30	\$35.74	\$37.20	\$37.94	\$38.93	\$39.90	\$40.89
ASSISTANT MECHANIC	\$29.20	\$30.00	\$30.78	\$31.57	\$32.11	\$32.59	\$33.07	\$33.56
BUS DRIVER	\$27.18	\$28.39	\$29.61	\$30.82	\$31.53	\$32.35	\$33.17	\$34.00
DRIVER TRAINER	\$30.91	\$32.21	\$33.50	\$34.80	\$35.55	\$36.48	\$37.42	\$38.36
NON-CDL DRIVER	\$22.74	\$23.68	\$24.61	\$25.56	\$26.07	\$26.59	\$27.12	\$27.64
ROUTER/DISPATCHER	\$30.65	\$31.87	\$33.09	\$34.31	\$35.20	\$36.18	\$37.18	\$38.16
ECEAP								
ECEAP ASSISTANT INSTRUCTOR	\$21.84	\$22.88	\$23.92	\$24.96	\$25.86	\$26.64	\$27.42	\$28.21
ECEAP LEAD AA	\$27.78	\$29.91	\$31.02	\$32.65	\$33.80	\$33.92	\$34.06	\$34.18
ECEAP LEAD BA	\$32.98	\$34.21	\$36.03	\$36.66	\$37.77	\$38.34	\$38.91	\$39.48
ECEAP PROGRAM MANAGER	\$33.64	\$35.13	\$37.14	\$38.09	\$39.39	\$40.11	\$40.83	\$41.54
NURSE								
LPN	\$30.68	\$31.71	\$32.76	\$33.80	\$34.75	\$35.73	\$36.73	\$37.72
RN	\$38.57	\$40.41	\$42.25	\$44.09	\$44.78	\$45.72	\$46.68	\$47.63
HEALTHROOM ASSISTANT	\$23.49	\$24.96	\$26.44	\$27.90	\$29.06	\$29.68	\$30.30	\$30.92
SPECIALIST								
COTA	\$32.79	\$34.41	\$36.04	\$37.66	\$38.52	\$39.61	\$40.69	\$41.76
SLPA	\$32.58	\$33.85	\$35.41	\$36.37	\$37.40	\$38.53	\$39.66	\$40.80
INTERPRETER	\$30.67	\$34.09	\$34.51	\$36.43	\$37.59	\$38.28	\$38.97	\$39.66
CAMPUS MONITOR	\$25.87	\$26.83	\$27.80	\$28.75	\$29.63	\$30.52	\$31.42	\$32.32
STUDENT SUPPORT ADVOCATE	\$35.11	\$36.83	\$38.57	\$40.30	\$41.39	\$42.12	\$42.85	\$43.58
INFORMATION SYSTEMS								
INFORMATION SYSTEMS TECHNICIAN	\$35.46	\$36.56	\$38.21	\$38.75	\$39.37	\$39.82	\$40.28	\$40.73
INFORMATION SYSTEMS ASSISTANT	\$29.22	\$30.49	\$31.76	\$33.02	\$33.40	\$33.68	\$33.96	\$34.25
CAREER CENTER								
CAREER CENTER SPECIALIST	\$25.80	\$26.99	\$28.04	\$29.08	\$29.98	\$30.78	\$31.57	\$32.37

* Technical Paraeducator to remain \$0.70 above Instructional Specialty on Step 1 and \$0.84 above on Steps 2+

** ECEAP Assistant Instructor to receive Instructional Paraeducator comparable additions

*** Career Center Specialist to remain \$2.34 above Paraeducator Technical for all steps

Schedule A
PSE Lakewood Chapter #1113
September 1, 2024 – August 31, 2025

2024-2025 Additional Comparable Addition								
Position	1	2	3-6	7-9	10-14	15-19	20-24	25+
PARAEDUCATORS								
TECHNICAL	*	*	*	*	*	*	*	*
INSTRUCTIONAL	\$0.76	\$0.63	\$0.49	\$0.36	\$0.28	\$0.52	\$0.76	\$1.01
INSTRUCTIONAL SPECIALTY	\$0.96	\$0.82	\$0.69	\$0.56	\$0.49	\$0.73	\$0.98	\$1.22
SUPPORT	\$0.82	\$0.69	\$0.55	\$0.42	\$0.38	\$0.63	\$0.88	\$1.13
STUDENT SUPERVISION								
STUDENT SUPERVISOR	\$0.82	\$0.70	\$0.57	\$0.45	\$0.38	\$0.63	\$0.88	\$1.13
CUSTODIAL								
DAY CUSTODIAN	\$0.77	\$0.56	\$0.00	\$0.13	\$0.00	\$0.19	\$0.38	\$0.57
CUSTODIAN 2ND SHIFT	\$0.79	\$0.59	\$0.00	\$0.17	\$0.00	\$0.22	\$0.45	\$0.67
FOOD SERVICE								
PRODUCTION ASSISTANT	\$1.46	\$1.27	\$1.07	\$0.87	\$0.74	\$0.96	\$1.19	\$1.41
COOK	\$0.99	\$0.84	\$0.68	\$0.52	\$0.39	\$0.61	\$0.83	\$1.05
CASHIER	\$0.76	\$0.66	\$0.55	\$0.45	\$0.29	\$0.60	\$0.91	\$1.22
KITCHEN ASSISTANT	\$0.78	\$0.62	\$0.45	\$0.29	\$0.14	\$0.34	\$0.54	\$0.74
MAINTENANCE								
CRAFT TRADES	\$1.10	\$1.10	\$1.09	\$1.08	\$0.96	\$1.24	\$1.52	\$1.81
GROUNDS	\$1.31	\$1.13	\$0.95	\$0.78	\$0.62	\$0.87	\$1.13	\$1.38
GROUNDS ASSISTANT	\$1.03	\$0.81	\$0.58	\$0.35	\$0.19	\$0.46	\$0.72	\$0.98
MAINTENANCE ASSISTANT	\$1.18	\$0.86	\$0.55	\$0.24	\$0.05	\$0.17	\$0.30	\$0.42
LABORER	\$0.07	\$0.00	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HVAC TECHNICIAN	\$0.66	\$0.73	\$0.79	\$0.86	\$0.74	\$1.00	\$1.25	\$1.51
TRANSPORTATION								
MECHANIC	\$1.16	\$1.03	\$0.90	\$0.77	\$0.64	\$0.94	\$1.24	\$1.55
ASSISTANT MECHANIC	\$1.61	\$1.30	\$0.99	\$0.68	\$0.48	\$0.63	\$0.78	\$0.93
BUS DRIVER	\$0.97	\$0.83	\$0.68	\$0.53	\$0.39	\$0.64	\$0.90	\$1.15
DRIVER TRAINER	\$1.60	\$1.48	\$1.35	\$1.22	\$1.09	\$1.38	\$1.67	\$1.96
NON-CDL DRIVER	\$1.06	\$0.99	\$0.91	\$0.83	\$0.64	\$0.80	\$0.96	\$1.12
ROUTER/DISPATCHER	\$1.26	\$1.12	\$0.97	\$0.82	\$0.74	\$1.04	\$1.35	\$1.65
ECEAP								
ECEAP ASSISTANT INSTRUCTOR	**	**	**	**	**	**	**	**
ECEAP LEAD AA	\$0.27	\$0.00	\$0.09	\$0.00	\$0.00	\$0.04	\$0.08	\$0.12
ECEAP LEAD BA	\$0.94	\$0.69	\$0.00	\$0.19	\$0.18	\$0.35	\$0.53	\$0.70
ECEAP PROGRAM MANAGER	\$0.74	\$0.59	\$0.00	\$0.29	\$0.34	\$0.56	\$0.78	\$1.00
NURSE								
LPN	\$1.06	\$0.97	\$0.88	\$0.80	\$0.73	\$1.04	\$1.34	\$1.65
RN	\$0.73	\$0.72	\$0.71	\$0.70	\$0.55	\$0.85	\$1.14	\$1.43
HEALTHROOM ASSISTANT	\$0.38	\$0.25	\$0.13	\$0.00	\$0.00	\$0.19	\$0.38	\$0.57
SPECIALIST								
COTA	\$0.30	\$0.43	\$0.56	\$0.69	\$0.60	\$0.93	\$1.27	\$1.60
SLPA	\$0.23	\$0.25	\$0.00	\$0.30	\$0.25	\$0.60	\$0.95	\$1.30
INTERPRETER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.21	\$0.43	\$0.64
CAMPUS MONITOR	\$0.39	\$0.40	\$0.41	\$0.43	\$0.34	\$0.61	\$0.89	\$1.17
STUDENT SUPPORT ADVOCATE	\$1.19	\$1.12	\$1.05	\$0.97	\$0.95	\$1.18	\$1.40	\$1.63
INFORMATION SYSTEMS								
INFORMATION SYSTEMS TECHNICIAN	\$0.06	\$0.09	\$0.00	\$0.17	\$0.00	\$0.14	\$0.28	\$0.42
INFORMATION SYSTEMS ASSISTANT	\$0.85	\$0.94	\$1.03	\$1.12	\$0.88	\$0.96	\$1.05	\$1.14
CAREER CENTER								
CAREER CENTER SPECIALIST	***	***	***	***	***	***	***	***

* Technical Paraeducator to remain \$0.70 above Instructional Specialty on Step 1 and \$0.84 above on Steps 2+
 ** ECEAP Assistant Instructor to receive Instructional Paraeducator comparable additions
 *** Career Center Specialist to remain \$2.34 above Paraeducator Technical for all steps



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 AND THE LAKEWOOD PSE CHAPTER #1113 AND THE LAKEWOOD SCHOOL DISTRICT #306 PURSUANT TO ARTICLE AND SECTION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following *Letter of Agreement* is made and entered into between the Lakewood School District and the PSE/SEIU/, Local 113

Craft Trades Position

This Letter of Agreement (“Agreement”) between the Lakewood School District No. 306 (“District”) and the Public School Employees of Lakewood #1113 (“Association”), (the parties), is effective March 27, 2023.

The parties agree as follows:

1. As of the effective date above, Jackson Olson (“Employee”) shall be reclassified from the position of Maintenance Assistant to the position of Craft Trades. Employee’s current building/assignment shall be within facilities.
2. The parties agree to waive the job posting requirements in Section 9.8 of the parties; Collective Bargaining Agreement (“CBA”) insofar as that Section, or any other Section of the parties’ CBA, would limit or otherwise restrict this reclassification action.
3. Employee shall retain, and there shall be no adverse impact on, Employee’s seniority or longevity as provided under the CBA as a result of this reclassification.
4. As of the effective date of this Agreement, Employee shall be placed at Step [3-6] of the Craft Trades Position on the parties’ 2022-2023 Schedule A.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
LAKEWOOD CHAPTER #1113

LAKEWOOD SCHOOL DISTRICT #306

BY: *Sara Letellier*
Sara Letellier, Chapter President

BY: *Scott M. Peacock*
Scott Peacock, Superintendent

DATE: *May 9, 2023*

DATE: May 9, 2023

