

Agreement by and between

**Lake Washington School
District #414**

**Lake Washington School
District Trades Bargaining
Council**

2019-2022

Effective August 16, 2019 through August 15, 2022

Lake Washington School District

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A G R E E M E N T
by and between
LAKE WASHINGTON SCHOOL DISTRICT No. 414
and
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

THIS AGREEMENT is by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414, hereinafter referred to as the Employer or the District, and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, hereinafter referred to as the Council.

The parties agree that it has been and shall continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to execute a written agreement; to confer and negotiate in good faith at reasonable times with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the Employer.

NONDISCRIMINATION

Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

AFFIRMATIVE ACTION

The Council agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with, Title VII and Title IX of the Civil Rights Act of 1964 and/or Washington State statutes.

DEFINITIONS

The following terms and/or words as used within this Agreement shall have the following meanings:

Employee: Any person performing bargaining unit work except substitutes, work normally subcontracted, students and temporarily funded work programs.

Regular Employee: Any person performing bargaining unit work, working on a daily basis and filling a position which entails no less than five (5) calendar months of uninterrupted service per year.

Rehire: Any person who at some time was an employee of the Employer and who again becomes an employee following a period of time in which the employee has been classified as "terminated." Any such person shall have no seniority within the bargaining unit except as it accrues from the most recent date of hire within bargaining unit.

Employer: Either of, or both, the Lake Washington School District No. 414 and/or the Board of Directors of the Lake Washington School District No. 414.

District: The Lake Washington School District No. 414.

Board: The Board of Directors of the Lake Washington School District No. 414.

Council: The Lake Washington School District Trades Bargaining Council.

Affiliate or Union: Any labor organization affiliated with the Lake Washington School District Trades Bargaining Council during the term of this Agreement.

Day or Days: Calendar day or calendar days unless specified otherwise.

Hours Worked: All hours that an employee is in a pay status.

Date of Hire: The most recent date of hire with the Employer.

Longevity: The total time served as an employee of the Employer without an approved break in service.

Terminate (tion, ed, ing): Discharge for just cause, death, direct transfer to a position outside of the bargaining unit, retirement, resignation, illness or injury.

Seniority Date: The date an employee is hired into a classification within the bargaining unit. (An employee's seniority date shall be recognized retroactive to such date only after having completed his/her probation period.)

Immediate Family/Household Member: A spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage or legal adoption, legal guardianship, or any individual permanently residing in the employee's residence and/or considered a part of the employee's immediate family.

Substitute Employee: An individual, with the exception of Substitute Bus Drivers, who works on an as-needed basis to replace regular employees on leave. Substitutes shall be considered as part of the bargaining unit after rendering services for thirty (30) workdays in a calendar year and continue to be available for employment as a Substitute. Upon rendering service for thirty (30) work days in a calendar year, Substitutes shall be covered by all articles of the contract except the following: Article 5, Probation, Seniority & Recall Procedures; Article 7, Holidays; Article 8, Vacations; Article 9, Leaves, except as required by law; Article 10, Insurance, except as required by law and Article 15, Discipline/Discharge. Substitutes are covered by Article 16, Grievance Procedure, but not for the purpose of challenging the District's decision to terminate or limit the employment of a Substitute. Substitutes who render sixty (60) working days of service shall accrue seniority for hiring purposes.

Seasonal Employee: An employee hired temporarily to supplement existing staff during the months of May through September. The parties may mutually agree to change or modify the identified months. If unable to mutually agree, the May to September time frame shall prevail. Seasonal employees become members of the bargaining unit after working one-sixth (1/6) time of a full-time employee or three hundred forty-seven (347) hours. Seasonal employees shall be covered by all articles of the contract except the following: Article 5, Probation, Seniority & Recall Procedures; Article 7, Holidays; Article 8, Vacations; Article 9, Leaves, except as required by law; Article 10, Insurance, except as required by law, and Article 15, Discipline/Discharge. Seasonal employees are covered by Article 16, Grievance Procedure, but not for the purpose of challenging the District's decision to terminate the employment of a Seasonal employee.

School Year-Only Employees: An individual who is hired into a ten (10) month or less school-level position and such employment begins after the commencement of second semester. Such employment may be limited to the duration of the school year for which the employee was hired. These employees are covered by all terms of the Agreement except that employment of such employees is limited to the duration of the school year for which they were hired. Nothing precludes the District from hiring such employees for the following school year.

Non-Annual Employee: An employee covered by this Agreement whose work year is less than twelve (12) months per year.

ARTICLE 1 RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 The Employer hereby recognizes the Council as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Council recognizes the responsibility of representing the interests of all such employees.

Section 1.2 Nothing contained herein shall be construed so as to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the general job classifications of Custodial, Facilities Maintenance, Bus Drivers, Substitute Bus Drivers as defined by the Public Employment Relations Commission, Bus/Truck Mechanics and Servicepersons, Truck Driver/Warehousepersons, Mail Messengers and Special Education Para Educators; as specifically set forth within Appendices "A" through "D" as well as substitute employees as defined in the definitions section.

ARTICLE 2 UNION REPRESENTATION

Section 2.1 Upon the effective date of this Agreement, the Employer will inform new eligible bargaining unit employees of the Council's status as the exclusive bargaining representative. Each employee in a position represented by this Agreement has the right to become a member of the appropriate affiliated union that represents their position.

Section 2.2 The Employer will provide written notification to the appropriate union within the Council of all new hires subject to this Agreement within five (5) workdays after their first day of hire. Such notification shall include the new employees date of hire, classification, rate of pay, and, where possible, assigned work location. The appropriate union within the Council and/or their representative will be allowed thirty (30) minutes to meet with newly hired employees to discuss union membership. This may occur during monthly New Employee Orientation Meetings or at an alternative time and place as mutually agreed to by the appropriate union and the new employee's supervisor. Participation in such meetings is optional for new employees.

In the event a question exists concerning the jurisdiction of a particular classification, the Employer shall refer the name and classification of the employee within five (5) workdays to the Council president for a decision. This Section shall not be subject to the grievance procedure.

Section 2.3 Upon receiving a request for authorization of deductions of dues from an employee's exclusive representative, the Employer shall deduct from the employee's salary membership dues and any additional amounts the employee has authorized such as initiation fees, delinquent dues and/or delinquent initiation fees as well as any authorized deductions for political purposes (i.e., COPE). The Employer shall transmit all such funds deducted to the appropriate union within the Council on a monthly basis, keeping segregated and issuing separate checks for union dues by the appropriate categories of employee classifications as set forth and identified in each of the appendices of the Agreement.

Upon receiving authorization to revoke the deduction of dues and any additional amounts for an employee provided by their exclusive representative, the Employer will stop the deduction effective the first payroll after receipt of such notification but in all cases no later than the second payroll after notification.

Section 2.3.1 The Council and its affiliated unions shall indemnify, defend and hold the Employer harmless against any claims, demands, and suits instituted against the Employer resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. The Council and its affiliated unions agree to refund to the Employer any money paid to them in error due to application of this Article upon presentation of proper evidence thereof.

Section 2.3.2 The Council shall refund to the Employer any amounts paid in error under this Section 2.3. If the Council, one of its representatives, or one of its affiliated unions is found to be in violation of state or federal laws as it relates to the provisions of Section 2.3, the Council shall compensate the Employer for all legal fees incurred by the Employer in regard to such violation.

Section 2.4 Duly authorized representatives of the Council may visit the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating grievances. Such visitations shall be at times so that the educational and supportive programs are not disrupted. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Work hours shall not be used by employees and/or representatives for the conduct of union business or the promotion of union affairs other than hereinbefore stated. Representatives shall, during employee work hours, notify the supervisor in charge of the work location of his/her presence prior to visiting employees. Council representatives may request to be present during District presented training/in-service sessions. Such requests will be granted provided that Council representatives' attendance in any training/in-service session is that of a silent observer and not that of a participant. Council representatives who fail to comply with these terms will be asked to leave and will not be granted access in the future.

Section 2.5 A shop steward may be appointed in the various departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Council shall furnish the affected department(s) of the Employer with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. Stewards shall be employees and shall perform their regular duties as such but shall function as representatives on the job to assist and inform the Council of any alleged violations of this Agreement and assist in the employee investigatory process and assist in the processing of grievances relating thereto.

Section 2.5.1 The steward shall be allowed reasonable time, at the discretion of the Employer and in collaboration with the appropriate union of the Council, to assist in processing contract grievances, participation in employee investigations, and distribution and collection of union membership materials during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement but under no circumstances shall the shop steward interfere with orders of the Employer or change working conditions.

Section 2.6 **Public Records Request** - If the District receives a public records request for personal information for any or all of the individuals within the bargaining group covered under this contract, the District shall notify the Council or the exclusive representative of the specific union for which the information is requested as-soon-as-possible and prior to the release of the requested information.

ARTICLE 3 RIGHTS OF EMPLOYEES

Section 3.1 Employees in the unit defined herein shall have the right and shall be protected in the exercise of that right to freely and without fear of penalty or reprisal, join and assist the Council.

ARTICLE 4 RIGHTS OF THE COUNCIL

Section 4.1 The Council shall have the right to represent all employees in the bargaining unit, to present its views to the Employer on matters of concern either verbally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2 Upon request, the Employer shall provide the duly authorized representative of the Council any reasonable information regarding each employee in the bargaining unit and all appropriate costs in obtaining such information shall be paid for by the Council.

Section 4.3 **Bulletin Boards**

The Council may post appropriate notices of interest to employees on designated workplace bulletin boards. Duly authorized representatives of the Council must provide the administrator of the workplace the notice to be posted, with the time frame for posting.

Section 4.3.1 The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the authorized representative of the Council who provided the posting.

Section 4.4 **District Mail System**

The Council and its affiliated unions shall have the right to use the Employer's inter-District mail system for a reasonable volume of appropriate announcements relating to the conduct of union business on behalf of the union members. Such materials shall not contain anything political or reflect adversely upon the District, any of its employees or any labor organization amongst its employees. This use includes the use of District email as long as such email use is compliant with District policies and procedures.

ARTICLE 5 PROBATION, SENIORITY & RECALL PROCEDURES

Section 5.1 **Probation** - All new employees covered by this Agreement shall be on probation for ninety (90) workdays. Within the first ninety (90) workdays of employment or less, the employee shall be evaluated by his/her immediate supervisor. If upon evaluation by his/her immediate supervisor, approval is not rendered, the employment of the probationary employee shall be terminated. Such termination shall not be subject to the grievance procedure.

The supervisor should communicate in writing to the probationary employee any identified performance concerns that could lead to termination during the probationary period. Failure to provide written performance concerns is not grievable nor will it limit the Employer from terminating the employee.

If such approval is rendered, recommendation for permanent employment shall be transmitted through proper channels. In either case, such action shall take place and the employee shall be notified of such action prior to the ninetieth (90th) workday following the employee's date of hire. Probationary employees, except for probationary substitute bus drivers, shall not be transferred or promoted into new positions until completion of their probationary period.

Section 5.1.1 The probation period for a substitute bus driver shall begin on the first workday such driver begins transporting students. Substitute driver's probation shall be for forty-five (45) workdays and regular drivers shall be on probation for a period of ninety (90) workdays. While on probation, should a substitute be hired into a regular position, such employee's probation shall be extended for a period equal to ninety (90) workdays, the equivalent of a regular driver. All regular drivers will serve a ninety (90) workday probationary period.

Section 5.2 **Seniority** - The seniority of an employee within the bargaining unit shall be recognized only following the employee's removal from probation status. Upon removal from probation status the employee's seniority shall then be established as having commenced retroactive to the employee's first day of work within the bargaining unit (hereinafter referred to as the employee's "date of hire"), excepting in those instances when such seniority shall have been lost as herein provided. Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of surname A through Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name. During the ninety (90) workday probation period, the retention of an employee shall be entirely within the discretion of the Employer.

Section 5.2.1 The classification seniority rights of an employee in the bargaining unit shall be lost for the following reasons:

- Termination.
- Failure to return to work in answer to a callback from layoff.
- Change in job classification within the bargaining unit as hereinafter provided.

Section 5.2.2 Seniority of a regular employee of the bargaining unit shall not be lost and shall continue to accrue under the following conditions:

- Time lost due to industrial accident or industrial illness.
- Time lost due to jury duty.
- Time lost due to leave of absence granted for induction, enlistment, or active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any act of Congress which provides that the employee is entitled to re-employment.
- Time spent on other authorized leave(s).

Section 5.3 **Filling of Vacancies** – The Employer will continue with the current practice regarding job postings. Notices of position vacancies which occur within the bargaining unit which cannot be filled by a qualified surplus employee shall be posted on the District's website using the on-line application system. Upon written request, all job postings will be distributed to the concerned affiliate local union. The Employer shall not fill any vacancy with a substitute employee for longer than fifty (50) work days except that this fifty (50) work days shall become sixty (60) work days for the months of May, June, July and August; provided however, this sixty (60) work day period shall not in any event extend beyond October 31 of any year. This section shall apply to all employees covered by this Agreement unless modified in the attached appendices.

Section 5.3.1 In order to become eligible for consideration of a position vacancy, an employee shall submit a completed position application form to the district Human Resource Office within the designated open period.

- Section 5.3.2** Employees interviewed and not selected for a position in the bargaining classifications contained herein shall be notified of their non-selection prior to the selectee's first day of work in the position for which they had applied.
- Section 5.3.3** The employee with the earliest seniority date who is fully qualified to perform the work involved and who has fulfilled the requirements as set forth in Section 5.3.1, shall fill the vacant position when ability and performance are substantially equal to those who sought the vacancy by complying with those same requirements. Where it can be clearly substantiated that either a junior employee who has applied or an employment applicant possesses a greater ability and prior work performance record, the Employer may then fill the position with such person in which case the Employer shall set forth to the person and the union in writing upon written request from a senior eligible applicant, the reasons why that senior person was not placed into the position vacancy. Such factors as poor attendance and poor work performance shall be considered by the Employer in administering this section. This section shall apply to all employees covered by this Agreement unless modified in the attached appendices.
- Section 5.3.3.1** When an incumbent is promoted or assumes a new position; he/she may be placed on trial for forty-five (45) workdays until he/she proves themselves capable of handling the new position. Before the completion of the forty-five (45) day period, either the employee or the administrator may determine that the assignment is not acceptable. If such determination is made, the employee shall return to the position held immediately prior to the assumption of the new position except as may be modified in attached appendices.
- Section 5.3.3.2** Should, in accordance with Section 5.3.3.1, an employee return or be returned to the position they previously held, the employee who is displaced will be placed back into their former position. If the former position was as a substitute, the displaced employee will be placed back as a substitute. Employees subject to such change in placement/assignment will be given at least ten (10) days' notice prior to the effective date of the change.
- Section 5.3.4** When two (2) employees subject to this Agreement are moved as the result of one initial posted vacancy, subsequent vacancies which may occur, shall be filled at the discretion of the Employer; provided, however, all custodial lead positions shall be subject to the position application procedures set forth herein.
- Section 5.4** The employee with the earliest seniority date within a given group of classifications as is enumerated in Section 5.6.8, shall have preferential rights regarding shift selection, vacation periods, special services, scheduled overtime or call-back overtime, selection of routes (routes determined by transportation supervisor), and extra transportation trips as hereinafter provided.
- Section 5.4.1** Employees designated as "lead" may be assigned shifts by the Employer, not subject to the selection process identified in 5.4 above, to accommodate work assignments specific to their role as lead. Such shifts may begin or end no more than one and one-half (1-1/2) hours before or after the shifts of other employees in their shop.
- Section 5.5** An employee who changes job classifications within the bargaining unit shall be on a trial period in accordance with Section 5.3.3.1; provided, however, said employee shall retain their previous classification seniority. Such previous classification seniority, however, shall not continue to accrue. Employees' district seniority shall accrue for employment in any classification held in the bargaining unit and shall be used for the purposes of sick leave and vacation leave accruals.

Section 5.6 **Layoff, Bumping, and Recall Rights** - Seniority for purposes of layoff, bumping and recall rights shall be defined as follows:

- "Classification seniority" shall be defined as an employee's total length of service within a classification group identified within Section 5.6.8.
- "Bargaining unit seniority" shall be defined as an employee's total, unbroken, combined length of service worked within any classification covered by this Agreement.
- "District seniority" shall be defined as an employee's total, unbroken, combined length of service worked within any classifications while employed by the District.

Section 5.6.1 **Layoff Procedure** - The employee with the earliest seniority date within a given group of classifications as is enumerated in Section 5.6.8 shall have preferential rights regarding layoffs when ability and performance are substantially equal to those individuals less senior. Seven (7) days prior to the official notification of layoff to the employee, the Employer will notify the Lake Washington School District Trades Bargaining Council (LWSDTBC) and the affected employee's union. With respect to bus driver positions, the Employer will notify the LWSDTBC and affected employee's union, to the best of their ability, seven (7) days prior to the effective date of any FTE reduction.

Section 5.6.1.2 **Notification to Non-Annual Employees** - Should the Employer decide to discharge any non-annual employee, the employee shall be so notified in writing when employment needs are known. This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months of work (excluding vacations) per year.

Section 5.6.2 All temporary, assistant and probationary employees within the given group of classifications affected shall be laid-off prior to the layoff of any regular employees.

Section 5.6.3 Where two (2) or more employees have the same classification seniority, the employee with the greater length of bargaining unit seniority shall be considered to be the more senior.

Section 5.6.4 Where two (2) or more employees have the same classification seniority and the same bargaining unit seniority, the employee with the greatest length of district seniority shall be considered to be the more senior.

Section 5.6.5 **Bumping Rights** - An employee who becomes displaced due to a reduction in workforce shall be permitted to use his classification seniority to displace or "bump out" a less senior employee occupying his/her same classification or a less senior employee occupying a different classification within his same classification group; provided, the employee is currently qualified to perform the work and his ability and performance are substantially equal to the individual less senior. Or, the employee shall be permitted to displace or "bump out" the least senior employee occupying a position within a given group of classifications (except substitute bus drivers) within which the bumping employee had previously attained seniority status; provided, however, the time he had previously spent within that classification group shall have been longer than that of the least senior employee about to be displaced. Bumping into previous classifications shall be in order of the position last held. If the employee's classification seniority is not greater than the least senior employee in the affected classification, the displaced employee may continue to bump back to previously held classifications in chronological order of positions held until such time that he/she is placed or the eligible classifications

are exhausted. Employees who decline the opportunity to bump back to a previously held classification shall lose their right to bump or be recalled back into such classification.

Section 5.6.6 An employee who becomes displaced due to another employee's exercise of Section 5.6.5 (or this Section 5.6.6), shall also, in a similar fashion and subject to the same conditions provided for in Section 5.6.5, be afforded the right to displace or "bump out" a less senior employee within his/her same classification or same classification group; or to displace the least senior employee occupying a position within a group of classifications within which the bumping employee had previously attained seniority status.

Section 5.6.7 Employees shall retain all classification seniority, bargaining unit seniority, and district seniority earned in accordance with Section 5.6 above. Employees shall not lose previously earned classification seniority and shall continue to accrue such seniority upon their return.

Section 5.6.8 For purposes of this article, "a given group of classifications" shall be recognized as any of the following classification groups:

| <u>GROUP</u> | <u>CLASSIFICATION</u> |
|--------------|--|
| 1 | Bus Driver Bus Driver Rover |
| 2 | Substitute Bus Driver |
| 3 | Special Education Para Educator Special Education Para Educator Support Specialist Reserve Special Education Para Educator Sign Language Interpreter Brailist |
| 4 | Truck Driver/Warehouseperson Messenger Warehouse/Curriculum Assistant |
| 5 | Custodian Custodian (Graveyard) Custodian Rover Custodian Leadperson Lead Junior High Custodian (Swing) Head Custodian I Head Custodian II Head Custodian III |
| 6 | Bus/Truck Serviceperson Bus/Truck Mechanic Mechanic Leadperson Auto & Small Equipment Mechanic |
| 7 | Bus/Truck Shop Assistant |
| 8 | Groundsperson Lead |
| 9 | Groundsperson |
| 10 | Laborer |

| <u>GROUP</u> | <u>CLASSIFICATION</u> |
|--------------|--|
| 11 | Carpenter Lead Carpenter |
| 12 | Locksmith Lead Locksmith |
| 13 | Electrician Lead Electrician Electrician/Intercoms, Clocks & Alarms |
| 14 | Electrician Assistant |
| 15 | Building Equipment Mechanic/HVAC Lead Building Equipment Mechanic/HVAC/Pipefitter |
| 16 | Building Equipment Mechanic/HVAC Assistant |
| 17 | Electronics Technician Lead |
| 18 | Electronics Technician/Computer Repair |
| 19 | Electronics Technician/Copier Repair |
| 20 | Electronics Technician/Audio Visual |
| 21 | Painter Lead |
| 22 | Glazier Lead Glazier |
| 23 | Glazier Assistant |
| 24 | Plumber Lead Plumber |
| 25 | Plumber Assistant (Light Duty Plumber Mechanic) |

Section 5.6.9 The Employer shall not promote, demote, or transfer an employee for the purpose of circumventing an employee's seniority rights set forth within this article.

Section 5.6.10 **Recall From Layoff** - In the event of layoff, individuals so affected shall be placed on a re-employment list in order of their last seniority for a period not to exceed twenty-four (24) consecutive calendar months; provided, however, such affected individual must make application for placement on the re-employment list on a form provided by the District within thirty (30) calendar days from the effective date of the layoff. Such individual must renew his application for each August, November, February and May thereafter. Failure to make the initial application or renewal application shall preclude the individual from being considered for employment. The District shall make the laid-off employee aware of this provision.

Section 5.6.11 Employees displaced due to a reduction in force shall be recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to perform the work for which they were recalled. Bus drivers on layoff shall be called for substitute work prior to substitute bus drivers.

Section 5.6.12 Individuals shall forfeit all rights to re-employment and all other rights if they refuse an offer of employment to the same or equivalent position. In the event an individual does not accept the position offered within five (5) days of the receipt of the offer, or fails to report for work within ten (10) days of receipt of the offer, the offer of employment shall cease and the individual shall be dropped from the re-employment list.

Section 5.6.13 Individuals on the re-employment list(s) shall keep the Employer notified of their current address and phone number.

ARTICLE 6 WORK SHIFTS

Section 6.1 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days of rest (Saturday and Sunday); except for those employees covered by this Agreement designated by the Employer who regularly work on Saturday and Sunday whose normal work schedule shall consist of five (5) consecutive work days plus two (2) consecutive days of rest which shall be treated as their Saturday and Sunday in that order.

Section 6.2 Each employee, where possible, shall be assigned with reasonable advance notice a definite shift with designated times of beginning and ending.

Section 6.3 The workweek shall begin at 12:01 a.m. Monday. Shifts shall be defined as follows:

- First shift—6:01 a.m. to 2:00 p.m.
- Second shift—2:01 p.m. to 10:00 p.m.
- Third shift—10:01 p.m. to 6:00 a.m.

The majority of time worked within the above time frames shall determine the appropriate shift for the employee. The District shall determine the start and stop times of an employee's shift.

Section 6.4 The first shift shall be an eight (8) hour and thirty (30) minute period which shall include a thirty (30) minute unpaid, uninterrupted meal period.

Section 6.5 The second and third shift shall be an eight (8) hour period which shall include a thirty (30) minute uninterrupted meal period. Employees, except those normally working past midnight, shall be compensated at their regular rate or overtime rate, if applicable, plus a premium of twenty-five cents (\$.25) per hour for hours worked between midnight and 6 a.m.; provided that such hours are not scheduled hours. All Head Custodian I positions working a graveyard shift shall receive a shift premium of twenty-five cents (\$.25) per hour for all hours worked between midnight and 6 a.m.

Section 6.5.1 When an employee is moved from one established shift to another (e.g. from first shift to second shift), the employee shall be given a minimum of seven (7) workdays' advance written notice. If an employee receives less than seven (7) workdays' notice, the employee will be compensated at the overtime rate for the number of days to be equivalent to the seven (7) work-day notice period.

Section 6.6 Each employee shall be given fifteen (15) minutes of rest for each four (4) consecutive hours of work, the time of starting each such rest period to be reasonably designated by the Employer.

Section 6.7 All hours worked in excess of forty (40) hours in any one (1) week shall be compensated at the overtime rate of one and one-half (1-1/2) times the rate on the applicable salary schedule. In addition, all hours worked in excess of eight (8) hours in any one (1) day, excepting bus drivers and/or employees working under a four/ten (4/10) hour day work schedule which has been mutually agreed to between the District and the Council, shall be compensated at the overtime rate of one and one-half (1-1/2) times the rate on the applicable salary schedule. "Incidental overtime" occurs when a normal work assignment goes beyond the end of a shift because of unforeseen problems. This type of overtime is not subject to assignment by seniority, but is worked by the employees completing the assignment.

Section 6.7.1 An employee shall receive callback pay in those situations where he/she is called to work for a period that is not contiguous to his/her regular assigned working time. This excludes all scheduled overtime.

Section 6.7.2 An employee called back to work shall receive a minimum of two and one-half (2-1/2) hours compensation and the employee shall receive two (2) times their hourly rate of pay. The minimum hours of callback shall include such reasons as checking the buildings during cold weather, vandalism, accidents or other reasons deemed necessary by the employee's supervisor.

Employees who are called but do not physically report to a worksite shall not be compensated if the employee is not required to perform any substantial work or analysis; if the employee provides coordination to resolve an issue, they shall receive one-half (1/2) hour of overtime at the applicable rate unless the employee's time spent on such coordination exceeds one-half (1/2) hour of their time in which case the time spent shall be treated as regular callback.

Section 6.8 An employee temporarily transferred to a position regularly filled by a higher classification employee shall receive compensation of the higher classification from the first day of assuming such higher-level assignment at the employee's experience step, if applicable.

Section 6.8.1 Should a holiday or vacation occur during such temporary assignment, the employee so assigned shall receive pay for such holiday and/or vacation at the higher classification rate of pay.

Section 6.9 An employee who is required to work through his/her meal period shall be compensated for the time worked through the meal period at the overtime rate of one and one-half (1-1/2) times the rate on the applicable salary schedule.

ARTICLE 7 HOLIDAYS

Section 7.1 **Holidays** - Regular twelve (12) month employees shall receive the following holidays:

| | |
|----------------------------|------------------------------------|
| Labor Day | Day before New Year's Day |
| Veteran's Day | New Year's Day |
| Thanksgiving Day | Martin Luther King, Jr.'s Birthday |
| Day after Thanksgiving Day | President's Day |
| Day before Christmas Day | Memorial Day |
| Christmas Day | Independence Day |

Section 7.1.1 Regular Bus Drivers and Para Educators who are less than twelve (12) month employees shall receive the following holidays:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day

Section 7.1.2 Holidays set forth within Section 7.1 and 7.1.1 shall be honored on those dates established by the superintendent, but in no event shall said holiday be scheduled for Saturday or Sunday.

Section 7.2 Employees who do not work on holidays recognized within this Agreement shall be paid their regular rate of pay; provided:

- The employee shall have reported and worked as scheduled on the employee's last regularly scheduled workday immediately preceding and immediately following the holiday, except for excused absences or written approval from the employee's immediate supervisor.
- If an employee fails to report to work as scheduled for either the day immediately preceding or the day immediately following the holiday for absence due to personal illness, he/she shall submit proof of such illness.
- The employee shall have completed his/her probation period.
- The employee shall not be on unpaid leave of absence.

Section 7.3 Employees who work on a holiday recognized within this Agreement shall be paid for all those hours worked at two (2) times their regular rate of pay in addition to the holiday pay. Employees who are called to report to work on a holiday shall report to work as directed by the Employer.

Section 7.4 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

Section 7.5 Employees shall receive pay for holidays listed in Section 7.1 and 7.1.1 equal to their normal daily work shift at their regular rate of pay in effect at the time the holiday occurs; provided:

- They shall have worked not less than one-half (1/2) of the workdays during the calendar month in which the holiday falls.
- The holiday falls within the payroll month of employment.

ARTICLE 8 VACATIONS

Section 8.1 Vacations - Regular twelve (12) month employees shall receive vacation benefits in accordance with the following:

Section 8.1.1 Vacation benefits shall accumulate from September 1 to August 31 of each year.

- Section 8.1.2** Regular employees with less than two (2) completed years of service with the District shall accrue one (1) prorated vacation day per each month of compensated employment to a maximum of twelve (12) prorata vacation days per year.
- Section 8.1.3** Regular employees with two (2) but less than ten (10) completed years of service with the District shall thereafter accrue one-point-four-one-seven (1.417) prorated vacation days per each month of compensated employment to a maximum of seventeen (17) prorata vacation days per year.
- Section 8.1.4** Regular employees with ten (10) but less than sixteen (16) completed years of service with the District shall thereafter accrue one-point-five-eight-three (1.583) prorated vacation days per each month of compensated employment to a maximum of nineteen (19) prorata vacation days per year.
- Section 8.1.5** Regular employees with sixteen (16) or more completed years of service with the District shall thereafter accrue one-point-eight-three-three (1.833) prorated vacation days per each month of compensated employment to a maximum of twenty-two (22) prorata vacation days per year.
- Section 8.1.6** Employees shall receive pay for vacation equal to their normal daily work shift at their base wage rate of pay in effect for each at the time the vacation is taken.
- Section 8.1.7** Vacation accrual shall be determined for the year and pre-loaded in September. Should the employee terminate prior to the end of the work year, the accrual will be prorated, and the balance be adjusted based on the actual earned time. Should an employee have used vacation leave in excess of earned accrual such excess usage will be deducted from the employee.
- Section 8.2** Vacation shall be scheduled at the request of the employee, subject to the approval of their immediate supervisor. The employee is to submit all vacation requests in writing and forwarded to their immediate supervisor at least ten (10) workdays in advance of the requested vacation days. Employees will be notified of approval or denial within five (5) working days of submission of such request. The Employer shall have sole discretion on such requests and action by the Employer shall be final and binding on all parties and shall not be subject to the grievance procedure.
- Section 8.3** If a regular employee has requested and been denied vacation in accordance with the provisions of this article; and cannot be scheduled to commence an entire vacation or any unused portion thereof during the fiscal year as a result of the Employer's need for the employee's services, the employee may take the unused vacation time during the following fiscal year. If the unused vacation time is not taken during that period, the employee shall be paid for the unused vacation time at the regular rate of pay. Vacation time shall be cumulative up to eleven (11) days (pro-rated) to a maximum of eighty-eight (88) hours for full-time employees annually, provided, however, that the employee has not been denied in writing their vacation during the current year. Employees hired before October 1, 2015 shall retain the right to accrue up to a maximum of eighty-eight (88) hours of vacation annually, regardless of full-time or part-time status. Employees shall be allowed to receive compensation for unused vacation at the time of their retirement as provided by law.
- Section 8.4** Upon a regular employee terminating or being laid off, the employee shall be paid for his earned/accumulated vacation hours. There shall be no pro-rata payment of vacation benefits earned for that year if the employee failed to give his/her supervisor ten (10) workdays notice of voluntary termination.

- Section 8.4.1** In the event that employee can reasonably demonstrate to the District an emergent situation, the ten (10) workday notice shall be waived.
- Section 8.5** **Shared Leave** - Employees shall be permitted to transfer a portion of their accrued vacation leave and/or sick leave to the account of another employee who is suffering from serious injury and/or illness in accordance with WAC 392-126-004 through 104. Should the Legislature or the Superintendent of Public Instruction modify or eliminate this benefit, such modification or elimination shall apply to this Agreement.

ARTICLE 9 LEAVES

- Section 9.1** **Sick Leave** - Regular employees shall receive sick leave benefits in accordance with the following:
- Section 9.1.1** Sick leave for regular employees shall be accrued at the rate of one (1) pro-rated day of sick leave per month of employment.
- Section 9.1.1.1** For accrual purposes, sick leave shall be determined by dividing the employee's total number of straight-time hours compensated during the employee's employment year by the total number of regular scheduled workdays within that same employment year. This computation shall be made in August of each year and added to the employee's September sick leave balance.
- Section 9.1.2** A regular employee who qualifies for sick leave pay shall be eligible to receive one (1) pro-rated day of sick leave pay for each day of absence due to a qualifying illness or injury.
- Section 9.1.3** The Employer shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year; provided, however, should the employee terminate prior to the end of the school year a deduction shall be made for sick leave used in excess of accrual.
- Section 9.1.4** The Employer reserves the right to request a doctor's certificate of illness and/or injury.
- Section 9.1.5** For absence in excess of five (5) consecutive days, a doctor's certificate of illness must be on file with the Human Resources Department if payment for sick leave is to be allowed.
- Section 9.1.6** Employees whose employment is terminated shall lose the benefit of accumulated days of sick leave; except for retirement purposes, in accordance with statutory law.
- Section 9.1.7** Employees granted an approved leave of absence by the Employer Board shall retain accrued accumulated days of sick leave but shall not accrue sick leave days during the approved leave of absence period.
- Section 9.1.8** An employee shall give notice of illness promptly in order to be eligible for sick leave payments. Such notification shall be given by telephone or message to the employee's immediate supervisor or other Employer designated authority and shall state that the employee or a family member as identified below in Section 9.1.9 is sick or injured. Such notification shall be given by his/her starting time of work or as soon thereafter as possible.

- Section 9.1.9** Sick leave pay shall be paid only for periods of absence caused by personal illness or injury and illness or injury of a dependent child related by blood, marriage, legal adoption or legal guardianship, who is not yet eighteen (18) years of age or disabled children who are eighteen (18) years or older who require treatment or supervision. Employees may also use sick leave for family members as defined in the definitions portion of this Agreement who have a serious health condition or emergency.
- Section 9.1.10** Employees who have accrued sick leave while employed by another public school district in the state of Washington shall be given credit for such accrued sick leave upon employment by the Employer; provided there is a direct transfer of employment from the other school district to the Employer. The employee must request the transfer of such sick leave.
- Section 9.1.11** In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of Washington State Industrial Insurance Law, the employee may elect to have the Employer pay the employee an amount equal to the difference between the amount paid the employee as determined by Title 51 of the Washington State Industrial Insurance Law, and the amount the employee would have otherwise normally been eligible to receive in sick leave benefits. It shall be incumbent upon the employee to notify the Employer in advance should he/she elect not to utilize accrued sick leave benefits in the manner described under this section. Such payment(s) to the employee shall be made at such time as the difference is reasonably ascertainable. A deduction shall be made from the employee's accumulated sick leave in an amount proportionate to the amount actually paid to the employee by the Employer in excess of the Title 51 of the Washington State Industrial Insurance Law payments. The Employer's obligation shall cease upon expiration of the employee's accumulated sick leave.
- Section 9.1.12** Employees who incur an on-the-job injury may be required to perform "light duty" work within another classification which may involve the crossing of jurisdictional lines within the jurisdiction covered by this Agreement. In such event the employee shall be compensated at the rate of pay designated for the particular classification within which the work is being performed, and the rate of pay shall not be lower than the worker's compensation entitlement for time loss.
- Section 9.1.13** **Attendance Incentive Program** - In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day of monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day of monetary compensation; provided, however, no employee shall receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day of current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as matter of contractual right.

Section 9.2 **Bereavement Leave** - In the event of a death in the immediate family/household of a regular employee, an absence of up to five (5) consecutive workdays may be permitted per event for employees covered by this Agreement. Employees must notify their immediate supervisor no later than fourteen (14) calendar days after the immediate family member's death requesting the use of this leave. Exceptions to this timeframe may be approved due to extraordinary situations. Compensation shall be at the employee's own rate on the applicable salary schedule during such absence. Employees may use one (1) emergency leave day to attend the funeral services of a non-covered family member.

Section 9.3 **Discretionary Leave** - All employees shall be allowed three (3) regularly assigned days off work as discretionary leave at full salary which shall be available for regular employees each year for any purpose they desire subject to the hereinafter listed limitations. For Bus Drivers and Para Educators, the third discretionary day was provided as an additional paid holiday. (Substitute employees are not subject to this Article of the contract):

- Shall not be used during the first or the last week of school.
- Shall not be used for any day immediately adjacent to a holiday unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor.
- Special Education Para Educators, Sign Language Interpreters, and Braillists shall not use their discretionary leave day immediately adjacent to a school break (i.e. winter, mid-winter, spring or summer) unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor.
- No more than the greater of one person or five percent (5%) of any staff of a given department or building shall be permitted to be on discretionary leave at any time.
- Employees must request the use of discretionary leave to their supervisor as soon as possible prior to the date of the requested leave. The supervisor shall approve or deny the discretionary leave request within five (5) workdays of receiving the request but no less than twenty-four (24) hours in advance, whichever is sooner.
- For employees who accrue vacation leave, any discretionary leave days not used during the current school year shall be lost and not carried over into the next school year.
- Discretionary leave days shall not be charged against sick leave and/or emergency leave, nor shall it be counted as an absence for the attendance incentive program.

Section 9.3.1 **Discretionary Carryover for Employees who do not Accrue Vacation** – Employees who do not accrue vacation leave may carry over up to three (3) unused discretionary days. Discretionary leave balances for employees who do not accrue vacation leave that are in excess of three (3) days on the last day of school each year will have the excess automatically cashed out. In addition, these employees who have a balance of three (3) or less discretionary days have the option of requesting in writing to cash out all or part of their discretionary leave balance. Such written request must be made to the Payroll Department no later than June 30th of each year. All cash out of discretionary days is made at the substitute rate for the employee's job classification.

Section 9.4 **Emergency Leave** - Employees shall be allowed up to four (4) regularly assigned days off work as emergency leave at full salary per year which shall be available to use for emergency purposes. Use of emergency leave shall be charged against the employee's accrued sick leave and shall be non-accumulative. Conditions for granting emergency leave shall be for situations which are of such a nature that generally pre-planning by the employee is not possible and is one which is serious, essentially unavoidable and of importance, not one of mere convenience. Some examples of situations that qualify for emergency leave are:

- Serious illness in the immediate family including providing transportation for emergency medical care and making arrangements for emergency care.
- To attend the delivery of his/her child (refer to definition of Immediate Family/Household Member).
- In circumstances when the employee is at risk of or the victim of stalking and/or domestic violence.
- Threat to an employee's property (flooding, storm, fire, etc.).
- Other emergency events which require time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.
- Road conditions that prevent the employee from reporting to work and the employee has no alternative commute route. Employees may be required to provide evidence of such road condition.
- To attend the funeral service of a non-covered family member in compliance with Section 9.2 of this Agreement.

Section 9.5 **Leave of Absence** - Regular employees may be eligible to receive a leave of absence in accordance with the following:

Section 9.5.1 Upon recommendation of the immediate supervisor through administrative channels to the superintendent and upon approval by the Employer board, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Section 9.5.2 The returning employee shall not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified; the employee shall be reinstated in a position equivalent in duties and salaries to that held at the time the request for leave of absence was approved.

Section 9.5.3 The employee shall retain accrued sick leave, vacation, and seniority rights while on approved leave of absence.

Section 9.5.4 Vacation leave, sick leave and other benefits shall not accrue while an employee is on approved leave of absence. Seniority rights shall accrue when the employee is on approved leave of absence.

- Section 9.5.5** The employee shall receive no credit for salary advancement while on leave of absence. However, if such leave was for the purpose of service in the United States military, the salary placement shall be in accordance with the provision of the Veterans Re-employment Act.
- Section 9.6** **Judicial Leave** - Any regular employee who is subpoenaed as a witness in a court proceeding; provided they were not subpoenaed by the Council to testify against the Employer, or as a witness in their own behalf or interest; or any regular employee called for jury duty, shall be compensated their normal pay. If the employee is a plaintiff or a defendant in a case, there shall be no compensation and such employee may request a leave of absence for such purpose. Upon receipt of a jury summons or the subpoena, the employee shall immediately notify his/her immediate administrator and the Human Resources Department. The employee shall be required to furnish a signed statement from a responsible officer of the court as a proof of jury service or of having served as a witness.
- Section 9.7** **Temporary Disability Leave** - Employees who are physically unable to perform the functions of their position for medical reasons, may be placed on temporary disability leave. Temporary disability leave shall be granted for illness, injury, surgery, or because of pregnancy or childbirth and shall only be granted for the period of actual disability and shall not exceed one (1) year, or two (2) years in the event of an on-the-job injury.
- Section 9.7.1** The employee shall notify his/her immediate supervisor and the Human Resources Department of his/her temporary disability. If possible, such notification shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave shall be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The Employer may require a doctor's certification that the employee is able to continue to work prior to the temporary disability leave without jeopardizing the employee's health or the safety of others.
- Section 9.7.2** Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The Employer may, in its discretion and at its own expense, have the employee examined by a doctor of the Employer's choice at any time.
- Section 9.7.3** Upon expiration of temporary disability leave, the employee shall be assigned to the same position, or to an equivalent position, occupied before the leave, if such leave is granted due to a job-related injury, or the leave does not go beyond ninety (90) calendar days if granted for other reasons. Any employee who returns from a temporary disability leave, other than leave granted due to a job-related injury, which exceeds ninety (90) calendar days shall be assigned to a proper vacancy when one becomes available. Refusal to accept the available position shall terminate the employee from the District. The positions held by employees on temporary disability leave as identified in this provision are not considered vacancies and therefore not subject to the provisions of Section 5.3 of this Agreement.
- Section 9.7.4** An employee on approved temporary disability leave shall retain accrued sick leave, vacation and seniority rights. Employees on temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 9.1.

Section 9.7.5 The Employer reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used as defined in this article.

ARTICLE 10 INSURANCE

The parties agree that the existing insurance provisions identified in Article 10, Insurance, Section 10.1 through and including Section 10.5 will remain in effect through December 31, 2019. Effective January 1, 2020 Employer shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

Section 10.1 **Insurance** - The Employer shall provide for all employees on a "full-time equivalent" (FTE) basis, a contribution equal to the state contribution per month for each regular employee who works four (4) hours per day or more for the purchase of certain insurance programs (e.g. hospitalization, medical, dental, salary or long-term disability (LTD) insurance, etc.) for school district employees. "Full-time equivalent" shall mean an employee who is compensated for 1440 hours in a calendar year. Such contributions shall first satisfy the full cost of the dental, life and other mandatory insurance benefits.

Section 10.1.1 The Employer shall increase the amount of contribution provided for in Section 10.1 at such time(s) and by such amount(s) equal to no less than that which is afforded to the Employer by the state for the purchase of certain insurance programs (e.g. hospitalization, medical, dental, life, salary or long-term disability (LTD) insurance, etc.) for school district employees on a "full-time equivalent" basis.

Section 10.2 Any monies provided through state funding for benefits under this article which are not utilized, shall be made available and distributed to the bargaining unit in a manner mutually agreed upon between the Employer and the Council; provided, however, under no circumstances shall such distribution cause the Employer to be out of compliance with state statutes and regulations covering insurance benefits.

Section 10.3 The Employer will supplement the insurance benefit by thirteen dollars (\$13) per FTE per month. This provision will apply to the extent that the state allows the Employer to continue providing these benefit dollars above state allocation levels.

Section 10.3.1 In recognition of the conversion of vacation and holiday to pay for bus drivers and para educators, the Employer will add the following FTE to the benefit pool each month in the corresponding year:

Thirteen (13.00) in 2016, 2017 and 2018

Section 10.3.2 In recognition of the additional hours worked by less than twelve (12) month employees, which is not reflected in their FTE, the Employer will add twenty-eight point five (28.5) FTE to the benefit pool each year.

Section 10.3.3 The monies saved by the District from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans will be added to the employee benefit pool. To ensure compliance with State law, employees will be required to pay a minimum of seven dollars (\$7.00) per month for the cost of their medical insurance premiums in 2015-2016, a minimum of eight dollars (\$8.00) for the cost of their medical insurance premiums for 2016-2017 and a minimum of nine dollars (\$9.00) for the cost of their medical insurance premiums for 2017-2018.

The contributions specified in this Section are effective upon ratification and are not retroactive. The contributions are not an additional amount to be paid by employees whose insurance contributions already exceed the contributions stated above. The contributions do not apply to employees who do not receive medical insurance benefits, but apply only to those employees who receive medical insurance benefits and who otherwise by virtue of plan selection would not be required to contribute an amount equal to or greater than the minimum contributions identified in this section.

Section 10.3.4 The Employer will make every effort to ensure that at the end of each fiscal year the balance of the benefit pool is as close to zero as possible.

Section 10.4 The Employer shall continue to make payments for an employee's medical insurance while he/she is on disability leave for an on-the-job injury for a period not to exceed three (3) months.

Section 10.5 During the life of this labor agreement, the Employer and the Council shall engage in discussions through the District's Standing Health Benefits Committee for the specific purpose of attempting to determine how to provide quality group medical insurance at a more affordable cost.

Effective January 1, 2020 the School Employee Benefit Board (SEBB) will be responsible for the administration of health benefits as it pertains to employees covered under this Agreement. Therefore, the District's Standing Health Benefits Committee purpose will be to address and communicate SEBB benefits, benefits fairs, wellness initiatives as well as the provision of benefits allowable under SEBB.

ARTICLE 11 RATES OF PAY AND EMPLOYEE COMPENSATION

Section 11.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 11.2 Wages – Effective August 16, 2019, the hourly rates of pay set forth within the Appendices "A" through "D" of this Agreement shall reflect a sixteen percent (16%) inclusive of state IPD.

Section 11.2.1 Effective August 16, 2020, the hourly rates of pay set forth within the Appendices "A" through "D" of this Agreement will be increased by the state IPD or two percent (2%), whichever is greater.

Section 11.2.2 Effective August 16, 2021, the hourly rates of pay set forth within the Appendices "A" through "D" will be increased by the state IPD or two percent (2%), whichever is greater.

Section 11.3 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 11.4 Employees authorized by Board action for an overnight trip while on Employer business, shall fill out the form prescribed by the Employer to request reimbursement.

Section 11.5 Employees who are contracted for less than twelve (12) months shall have their wages paid out over a designated twelve (12) month period on a pro-rated basis as set forth herein.

Section 11.5.1 Employees working twelve (12) months per year shall be paid in twelve (12) equal payments beginning in September and continuing through August of each year.

For each school year, the basic monthly payment, which is exclusive of any overtime, shall be determined by multiplying the total number of workdays in that calendar year (inclusive of holidays and earned vacation) times the regular hours worked per day times the employee's hourly rate and dividing that total by twelve (12).

Section 11.6 Salary overpayments due to error shall be repaid in accordance with RCW 49.48.200. RCW 49.48.200 incorporates RCW 49.48.210 for recoupment of overpayments.

ARTICLE 12 MISCELLANEOUS

Section 12.1 **Jurisdiction** - In such instances where the conditions dictate a need for an employee within the bargaining unit to perform a job duty normally recognized as falling within the specific jurisdiction of another bargaining unit classification, such employee shall perform the job duty as directed to the extent he/she is capable. Utilization of this provision is intended to deal with occasional incidents where the time involved in calling a specific bargaining unit classification would not be an efficient utilization of bargaining unit personnel. Except to the limited extent set forth herein, this provision shall not be utilized to realign historically recognized jurisdictional job duties among the various craft classifications.

Section 12.1.1 The Employer shall be permitted to assign work out of classification to as many as, but never any more than one (1) Laborer; one (1) Electrician; two (2) Carpenters; and/or two (2) Plumbers at any one time; provided, however, the assignment of such out-of-classification work shall not exceed a total of three hundred (300) hours in any one calendar month nor shall it be performed at a rate of pay less than that paid to a journeyman who would have otherwise normally performed such work; except as otherwise provided for in Section D.1.2.

Section 12.1.2 **Special Education Students** - The Employer shall be permitted to utilize a limited number of special education students for limited periods of time to perform limited types of bargaining unit work. The performance of these functions shall not result in a reduction of work hours for any bargaining unit employee(s).

Section 12.2 **Safety Equipment and Apparel** - The Employer shall determine and provide employees appropriate protective equipment/clothing to ensure adequate protection while performing assigned duties. Employees issued such equipment/clothing are required to use/wear such items when performing duties for which they were issued. Employees required to wear safety footwear shall receive an annual footwear reimbursement of up to one hundred fifty dollars (\$150.00), based on established need. Such purchase of footwear must be compliant with District policy. Grounds and Laborers may receive two (2) reimbursements each year for up to one hundred and fifty dollars (\$150.00) each, based on established need.

Section 12.2.1 Bargaining unit members shall report to work in appropriate attire as determined by the Employer. Any concerns regarding the Employer's determination of appropriate shall be referred to the appropriate labor/management meeting for resolution. The Employer shall provide grounds crew employees with two-piece rain clothing.

Section 12.2.2 Wearing apparel supplied by the Employer shall remain the property of the Employer and shall be worn by the employees during their working hours as determined by the Employer.

Section 12.3 **Mileage Reimbursement** - Employees shall receive a mileage reimbursement at the rate currently paid within the district on a per-mile basis for the use of their personal vehicle. Such reimbursement shall be no less than the rate in existence as of the signing of this Agreement or the current Internal Revenue Service rate. Such reimbursement shall be only for authorized travel from one district site to another in the employee's own private vehicle. Reimbursement must be requested monthly on a form prescribed by the Employer.

Section 12.4 **Physical Examinations** - In the event it should be required as a condition of employment that an employee submit to a physical examination, such examination shall be at the expense of the Employer when the employee has the physical done by the Employer's contracted provider. Reimbursement for miles traveled shall be paid in accordance with Section 12.3. Employees who don't use the Employer's contracted provider and instead choose to get the exam from another qualified (Department of Transportation approved) physician shall be reimbursed for the cost of the exam up to the rate negotiated with the Employer's provider. Employees who do not use the Employer's provider shall not receive reimbursement for mileage. The Employer shall notify the union of changes to the contracted rate. In order to be reimbursed, the employee must submit a completed reimbursement request with evidence of completion of the physical exam. The Employer shall pay for physical exam(s) for employees as necessary to remain qualified and/or certified to perform the essential functions of the job.

Section 12.5 **Automatic Payroll Deposit** - All employees covered by this Agreement shall, as a condition of employment, authorize the automatic deposit of their earnings to a banking institution of their choice. The Lake Washington School District Trades Bargaining Council specifically agrees to assist the Employer in enforcing this provision. There shall be no exception to this provision for new employees hired after January 1, 1996.

Section 12.6 **Labor/Management Meetings** – The Employer and the Union will hold Labor Management meetings monthly at mutually agreeable times and additionally as needed to discuss issues and attempt to resolve concerns that affect members of the bargaining unit. Either party may bring issues/topics to the meetings. Meetings may be cancelled by mutual agreement.

ARTICLE 13 MANAGEMENT RIGHTS

Section 13.1 Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to sub-contract work and to designate the work to be performed by the Employer or others and the place and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, the Employer shall not terminate or reduce the employment of any current employee for the purpose of subcontracting work; and, further, prior to implementation of changes not normally subcontracted, the Employer shall discuss the contemplated changes with the Council. Management officials retain the right and obligation, according to employer board policy, to do the following:

- Direct employees covered by this Agreement.
- Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for proper and/or just cause.
- Relieve employees from duty because of lack of work or other legitimate reasons.
- Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted.
- Discuss with the Council effecting changes in personnel practices that are of concern to employees within the units.

Section 13.2 Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically enumerated.

ARTICLE 14 NO-STRIKE AGREEMENT

Section 14.1 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Council, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Council member occur, the Council shall immediately instruct its members to return to work. If the members of the Council do not resume as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE 15 DISCIPLINE/DISCHARGE

Section 15.1 The Employer shall not discipline, suspend or discharge an employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee (except employees on probation) to the employee in writing and a copy of same to the union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, or drunkenness on duty and/or issues of parallel magnitude.

Employees who are required by the Employer to participate in an investigation shall be notified in writing as soon as reasonably practicable in advance of the meeting date. Said written notice shall clearly state the employee has the right to a union representative.

Employees who are required by the Employer to participate in an investigation meeting outside of their work hours shall be compensated in accordance with the provisions of this Agreement.

Notices of discipline as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of issuance of said notices of discipline after which it shall be removed from the employee's personnel file. Warning letters to be considered valid, must be issued within fifteen (15) workdays after the occurrence of the violation or within fifteen (15) workdays of the Employer's knowledge of the violation claimed by the Employer in such warning letter. Suspension and discharge actions will be issued in a timely manner.

However, in accordance with the Washington State Administrative Code (WAC), any discipline administered for sexual misconduct, verbal or physical abuse as

defined in WAC 181-88 may not be removed. The Employer shall conduct all disciplinary investigations in a timely manner.

Section 15.2 Disciplinary actions shall be immediately removed from the employee's personnel file if the complaint is determined to be unfounded.

Section 15.3 The issue of just cause shall be resolved in accordance with the grievance procedure of this Agreement.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 **Grievance Defined** - A grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of a specific article or section of this Agreement.

Section 16.2 **Grievance Steps** - Grievances may be processed as hereinafter provided.

Section 16.2.1 **(Step 1) Informal Procedure, Oral Discussion** - The employee shall first discuss the alleged grievance with his/her immediate supervisor. This shall be done within thirty (30) calendar days after the occurrence or knowledge of the occurrence giving rise to the alleged grievance. The employee may have a Council representative present during this discussion. "Immediate supervisor" shall be defined as one who is a member of the District's management staff who is separate and apart from the bargaining unit.

Section 16.2.2 **(Step 2) Grievance Reduced to Writing** - If no settlement has been reached at Step 1, the employee and/or his/her designated Council representative may advance the grievance to Step 2 reducing the grievance to writing on a form provided by the Council, and presenting same to the "next appropriate line administrator." The written statement of grievance must be so presented within ten calendar days of the Step 1 meeting and must contain at least the following:

- Statement of grievance.
- Reference to the article and/or section of the agreement which is claimed to have been violated, misinterpreted or misapplied.
- Remedy sought.

Section 16.2.2.1 The parties shall have ten (10) calendar days from receipt of the written statement of grievance to attempt to resolve the grievance. Within that time, the administrator shall indicate his/her disposition of the grievance on the grievance form and shall furnish a copy thereof to the employee and to the Council. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Council shall be given an opportunity to attend.

Section 16.2.2.2 The "next appropriate line administrator" shall be defined as follows:

- For custodial employees; the operations supervisor.
- For para educators: the director of special education or his/her designee.
- For Facilities Maintenance employees: the director of support services or his/her designee.
- For Transportation employees: the director of support services.

- For truck driver/warehousepersons and messenger employees: the coordinator of business and support services.

Section 16.2.2.3 When it is not possible for a grievant to present his/her grievance within the allowable time period for reasons of absence of the designated administrator, then the grievance may be presented to the Human Resources Department by the employee and/or his/her designated Council representative.

Section 16.2.3 **(Step 3) Superintendent Level** - If no settlement has been reached in Step 2 within the specified time limit, the employee and/or his/her designated Council representative may advance the grievance to Step 3 by submitting a copy of the written statement of grievance in appropriate form to the office of the superintendent within ten (10) calendar days of receipt of the written disposition of grievance given by the Step 2 administrator. After such submission, the superintendent or designee shall have ten (10) calendar days to attempt to resolve the grievance. Within that time the superintendent or his/her designee shall indicate his/her disposition of the grievance on the grievance form and shall furnish a copy thereof to the employee and to the Council. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Council shall be given an opportunity to attend.

Section 16.2.3.1 If no settlement has been reached in Step 3, the grievance may be submitted to mediation within ten (10) calendar days of the superintendent's decision. The parties shall request a list of mediators from the Public Employment Relations Commission, select a mediator and schedule a mediation hearing. Any costs associated with the use of the mediator shall be borne equally by the Employer and the union. No recorder shall be utilized during mediation.

If the grievance is not resolved through mediation, the timelines to submit the grievance to arbitration shall be preserved.

Section 16.2.4 **(Step 4) Arbitration** - If no settlement has been reached in Step 3, the grievance may be submitted to arbitration within ten (10) calendar days of receipt of the superintendent's decision. The Employer and the Council shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Council are not able to agree upon an arbitrator within ten (10) workdays after receipt by the Employer of the demand for arbitration, the parties may request a list of five (5) arbitrators from the Public Employee Relations Commission. After receipt of same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

Section 16.2.5 Nothing herein shall prevent an employee from seeking assistance from the Council or the Council from furnishing such assistance at any stage of the grievance procedure.

Section 16.2.6 The expenses of the arbitrator, the cost of any hearing room, unless such are paid by the state of Washington, shall be borne by the losing party. Either party desiring a shorthand reporter shall pay for same. Each party shall bear their own expenses for preparation and presentation of their case.

Section 16.2.7 The arbitrator shall have no power to alter, add to, subtract from, disregard or modify the terms of this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator and such questions shall be ruled upon by the arbitrator prior to hearing the grievance.

Section 16.3 **Grievance Requirements** - Grievance claims involving retroactive compensation shall be limited to no more than thirty (30) workdays prior to the written submission of the grievance to the Employer; however, such retroactivity shall be extended to a period equal to any statutory limitation that may be applicable.

Section 16.3.1 In arriving at any disposition or settlement, neither party shall have the authority to alter this Agreement.

Section 16.3.2 The Employer shall not discriminate against any individual employee or the Council for taking action under this article.

Section 16.3.3 Discussion in the handling of grievances, formally or informally, shall take place whenever possible on school time.

Section 16.3.4 This grievance procedure shall not apply to any grievance arising prior to its adoption by the parties.

Section 16.3.5 The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties. Failure of the grievant to proceed with the grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Employer to take the required action within the times provided shall entitle the grievance to proceed to the next step of the grievance procedure.

ARTICLE 17 SAVINGS CLAUSE

Section 17.1 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.2 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with federal, state, county or city statutes or regulations.

Section 17.3 In the event either Section 17.1 or 17.2 is determined to apply to any provision of this Agreement, such provision shall be renegotiated.

ARTICLE 18 WAIVER AND COMPLETE AGREEMENT

Section 18.1 The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Council voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 19 CONTRACTING OUT

Section 19.1 With respect to contracting out bargaining unit work, RCW 28A.400.285 and any other applicable law shall apply. If a condition arises that necessitates contracting of work that is normally performed by the bargaining unit, the affected union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

The contracting out of work that does not fall under RCW 28A.400.285 and would not lead to a reduction in force will be communicated in writing to the union. Such identified work will be provided at a Labor-Management meeting in September of each school year and will be updated at future Labor-Management meetings, should additional contracted work be anticipated.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such subcontracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen or the Employer is not reasonably able to provide the necessary tools, personnel, or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

ARTICLE 20 TERM

Section 20.1 This Agreement shall be in full force and effect from August 16, 2019 through August 15, 2022.







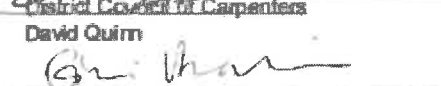
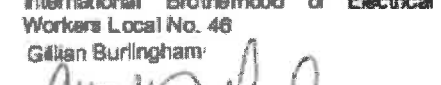

Section 20.2 Not less than sixty (60) days prior to August 16, 2021 the Employer and the Council shall meet for the purpose of negotiating amendments to any and all provisions contained within this Agreement.

Section 20.3 All provisions of this Agreement shall be applicable to the entire term of this Agreement.

Section 20.4 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.



LAKE WASHINGTON SCHOOL DISTRICT
TRADES BARGAINING COUNCIL

February 24, 2020

Date _____
By  _____
Trades Bargaining Council President
Travis Lamoureux
By  _____
Teamsters Local Union No. 763
Scott A. Sullivan
By  _____
International Union Of Operating
Engineers Local No. 302
Heath Robinette
By  _____
International Association Machinists
Lodge No. 289
Steve Miller
By  _____
Laborers Local Union No. 242
Travis Lamoureux
By  _____
District Council of Carpenters
David Quirn
By  _____
International Brotherhood of Electrical
Workers Local No. 46
Gillian Burlingham
By  _____
Painters District Council No. 5
Cynthia Grant
By  _____
Plumbers & Pipefitters Local No. 32
Kurt Swanson

LAKE WASHINGTON SCHOOL DISTRICT
No. 414 BOARD OF DIRECTORS

February 24, 2020

Date _____
By  _____
School Board Chairperson
By  _____
School Superintendent

APPENDIX "A" TEAMSTERS LOCAL UNION NO. 763

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington School District Trades Bargaining Council for the term of this Agreement, and shall apply to those employees in the following classifications:

School Bus Driver
Bus Driver Rover
Standby Bus Driver
Substitute Bus Driver
Special Education Para Educator
Reserve Special Education Para Educator
Substitute Special Education Para Educator
Special Education Para Educator Support Specialist
Sign Language Interpreter
Brailist
Truck Driver/Warehouseperson
Messenger
Warehouse/Curriculum Assistant
Substitute Truck Driver/Warehouseperson
Substitute Messenger
Substitute Warehouse/Curriculum Assistant

Section A.1 **School Bus Drivers** - This section shall pertain to School Bus Drivers.

Section A.1.1 The District shall use its best efforts to find alternative bus routes during inclement weather which forces the closure of roads normally used. In the event of an unusual school closure due to inclement weather, plant in operation or the like, employees reporting to work shall receive a minimum of two (2) hours pay at their current hourly rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio station broadcasts at least forty-five (45) minutes prior to the beginning of shifts starting after six (6) am. For shifts starting at six (6) am or earlier the notification must be made at least one (1) hour prior to the beginning of the shift.

Section A.1.2 Shifts shall be established for bus drivers in relation to the routes and driving times necessary to fulfill tasks assigned by the transportation supervisors and dispatcher. All bus drivers shall receive in addition to actual hours of driving time one-half (1/2) hour per day (two and one-half (2-1/2) hours per week) for the purpose of pre-trip inspection, bus cleaning and bus refueling. Drivers must complete a pre-trip inspection prior to the beginning of their first route of the day, or prior to driving a bus that has not been inspected by another driver. Start time for A.M./P.M. and Midday Routes shall occur on the quarter hour. Absent mutual agreement with the driver, Transportation will not slide their shift schedule by more than forty-five (45) minutes on any given day. Effective November 15th of each year, absent mutual agreement, shift schedules will not slide by more than thirty (30) minutes on any given day. All bus drivers who drive their regular assigned route shall be paid a minimum of two (2) hours for the a.m. route and a minimum of two (2) hours for the p.m. route, except Head Start, Ready Start, Pre-school, etc., which are four (4) day bids (a.m. p.m. with an assigned midday route). In addition, a regular assigned route may consist of any combination of two (2) or more of the following: a.m., p.m., midday or after-school activity by mutual written agreement between the Employer and the Union. All bus drivers who drive a mutually agreed, combination route shall be paid a minimum of four (4) hours. Assignments (hours and shifts) that an employee has bid for on bid day or has bid for on a later date shall be guaranteed only in those instances where the Employer

has erred in estimating the actual time assigned to a particular route. Such guarantee shall continue until the Employer has filled in the lost miscalculated time. The District will backfill lost time with other driving and or driver related work. Irrespective of seniority, additions will be added provided that such additional time does not incur more than fifteen (15) minutes of additional work should the time have been assigned to another driver. It is understood between the Union and the Employer that routes and/or route times may be subject to change pursuant to the terms of this Agreement based on changes in student enrollment and/or ridership. Should a driver request additional time be added to a route, the Employer will conduct a review of the route, which may include a drive-along in addition to reviewing Zonar records and/or any other pertinent data before determining if additional time is warranted.

Section A.1.2.1 In the case where a portion of a driver's route has been canceled causing a reduction in time, written notification for a time change will be provided one (1) week prior to the change.

Section A.1.2.2 Drivers who are not notified within the above time limits shall be paid for their normal route hours. In such case, the District may require that the driver do other job duties to fill up their time.

Section A.1.2.3 The Employer may assign other driving or driver related duties to drivers to fill up their minimum as provided in Sections A.1.2, A.1.2.1 and A.1.2.2.

Section A.1.2.4 Additions shall be made to routes based on the following:

- District will backfill for any lost time provided that such additional time does not incur more than fifteen (15) minutes of additional time should the time have been assigned to another driver.
- Availability
- Look to see if an addition can be added to existing routes without paying additional time
- Identify drivers where it would take the least additional time
- Offered by seniority. If left unbid, it shall be assigned to the least senior driver.

Situations in which two or more drivers meet the deciding criteria identified above equally, the addition shall be offered first to the senior driver.

If a driver has concerns regarding route changes or the time allotted to drive a route, they shall notify dispatch and a review of the route will be conducted. If it becomes necessary, a check ride will be conducted.

Section A.1.2.5 The dispatcher shall make every effort to reassign portions of routes that have been added after the original bid, to other routes that have been reduced from their original bid.

Section A.1.3 Drivers assigned a midday, extended day, and/or extra board run shall be compensated a minimum of two (2) hours for such run provided such run does not immediately precede or immediately follow a regular run. "Immediately precede or immediately follow" shall mean thirty (30) minutes or less. Should the midday, extended day and/or extra board run involve less than two (2) hours, the Employer may assign additional driving or driver related duties for the amount of time difference between the time worked and the two (2) hour guarantee.

Section A.1.4 All trips on Saturdays and Sundays shall be compensated at one and one-half (1-1/2) times the driver's regular straight time hourly rate of pay for driving and compensated at one and one-half (1-1/2) times the base rate of standby rate while on standby. The term "base rate of pay for driving" as used in this section shall mean the rate of pay for "Bus Driver" as is set forth within Section A.1.19.

Section A.1.5 During overnight trips drivers will normally be considered as "defined out of service hours" between the hours of 4 p.m. and 8 a.m. unless the regular posted trip schedule includes driving after 4 p.m. or before 8 a.m. Out of service hours will be defined on the trip posting. If a driver is needed to drive or is requested to assist staff and/or students during the defined out of service hours, such service shall be guaranteed for one (1) hour of compensation with extra time beyond one (1) hour paid in fifteen (15) minute increments. If the driver is duty free during these hours, no pay shall be administered.

Section A.1.6 **Assignment Of Extra Transportation Trips** - All extra transportation trips (excluding bidding regular routes) shall be offered to all drivers according to the seniority provisions contained herein; provided however, no driver shall be eligible for such trip, should the trip require the employee to work overtime (in excess of forty [40] hours in any work week [Monday through Friday]), or if such trip would preempt a driver's regular daily assigned route(s). In such cases the next eligible senior driver shall be offered the trip. Drivers' eligibility to accept a trip will be determined based on their ability to report to the designated trip starting location by the "arrive at school" time as posted on the bid form (e.g., drivers with four [4] hours of eligible time may accept a four and one-half [4.5] hour trip as long as they are ending their assigned route/trip at a location that permits them to meet the "arrive at school" time as identified on the bid form).

Section A.1.6.1 Field trips and/or extra transportation trips as identified within Section A.1.6 shall be administered in accordance with the provisions of Section A.1.3.

Section A.1.7 Trips shall be posted as soon as practicable to allow for driver planning. Trips must receive the final approval by the supervisor of transportation or his/her designee before they can be taken. Once the trip sheet is posted and final approval is given, there shall be no changes in trip driver assignments as a result of trip cancellation(s) when such cancellation(s) occur within twenty-four (24) hours prior to departure.

Section A.1.8 **Driver Dispatched For Trip Which Doesn't Occur And Driver Misses Bidding On Subsequent Trip** - In the event a driver is dispatched for an activity or field trip which has been canceled or is a "no show" by the school and another trip would have been available for that driver, then the Employer shall pay the driver the equivalent number of hours the trip would have required up to one hundred dollars (\$100).

Exceptions shall be: Athletic events called for weather.

Section A.1.9 **Dispatch Office Errors By Not Posting Available Trip And Subsequently Assigns Trip To Other Than Most Senior Available Driver** - When a trip is timely requested by a school, but the dispatch office fails to post it and the most senior available driver is not offered the trip and would have taken it, such driver shall be paid in accordance with Section A.1.8. When a trip cannot be posted timely, then the dispatcher may assign the trip to the first available driver by seniority.

Section A.1.10 **Assignment of Routes** - When a new route or an existing route (AM, PM, or Mid-day) becomes available, the District may assign a substitute or rover to the AM or PM route for up to ten (10) workdays. After ten (10) workdays, the route shall be posted and all drivers may bid in accordance with their rights under this Agreement.

The posting must remain up for three (3) workdays. The posting shall indicate if the route is permanent or temporary. If the route is temporary, the posting shall indicate the approximate duration when possible. The District shall not assign a regular driver to a substitute position unless it is an emergency situation on a day-to-day basis. If the District determines that a new or existing route will not be posted but absorbed into other existing route(s), it shall be done within the timelines set forth in this Section and a permanent time change shall be effective on the date of the assignment. In the event a route is not posted for bid, but instead is absorbed, the work shall be added to existing route(s) pursuant to Section A.1.2.4. Any new or existing route that is not absorbed into existing routes shall be posted on the first Thursday after it becomes available and assigned by 2:00 p.m. the following Tuesday. In the event that the Thursday is not a workday, the posting will take place the first workday following the Thursday and remain posted for three (3) workdays before assignments are made. If a route is posted for bid but not filled it shall remain posted until such time as it is filled.

Section A.1.11 **Assignment of Mid-days** – Mid-day routes shall be posted outside the dispatch office on a daily basis. The routes are determined by seniority and available hours. Mid-day assignments are made by 8:30 am. Drivers may indicate their preference for mid-day routes on the tablet provided next to the bid sheet. If no preference is listed the assignment will be made based on seniority and route hours. Routes posted after the assignment of work will be awarded to the next available senior driver. If a driver has a mid-day canceled, the impacted driver may sign up for available mid-days or other work. If such driver fails to sign for work their pay shall be deducted for their canceled mid-day.

Section A.1.12 The District shall provide liability insurance for school bus drivers when they are performing authorized duties; provided, however, there shall be no obligation to assume any responsibility held against the employee when damages are due to the employee's negligence, violation of law or criminal act.

Section A.1.13 All school bus drivers shall be paid their appropriate straight-time or overtime hourly rate of pay for state-required schooling.

Section A.1.14 Notwithstanding any provisions to the contrary as may be contained within Sections 5.3 and/or 5.4 of the Agreement, all bidding and assignment of work for Bus Drivers and Substitute Bus Drivers shall be determined by the provisions contained in Appendix A.

Section A.1.15 The Employer shall provide to each newly hired bus driver District- directed, work and department orientation which shall be compensated for at the employee's regular hourly rate of pay prior to independently driving a route or run with students on the bus.

Section A.1.16 **Tardiness** - Notwithstanding any provision to the contrary as may be contained within Section 15.1, the following disciplinary policy regarding tardiness for school bus drivers shall apply.

TARDINESS

Tardiness shall be defined as reporting to work eight (8) or more minutes after clock in time.

For each three (3) occurrences of tardiness in a school year shall constitute grounds for the issuance of progressive discipline as defined in Article 15.

Section A.1.16.2 Attendance Incentive - It is the desire of both the Employer and the Union to provide consistent quality bus service for all students. It is also a mutual desire to have qualified permanent District bus drivers available to drive all identified bus routes. Based on this mutual interest, the parties agree to this Attendance Incentive program during the life of the Agreement:

Perfect School Year Attendance: Drivers who maintain exceptional attendance during the school year will receive a monetary bonus as outlined below. In order to qualify, a driver must be employed as a permanent driver on the first day of school. The only exceptions for this incentive shall be absences occurring through Discretionary, Bereavement, Military and Jury Duty Leave.

For bus drivers who work 180 days per year, the following compensation shall apply:

| Days missed | Amount |
|-------------|---------|
| 0 | \$1,400 |
| 1 | \$1,200 |
| 2 | \$1,000 |
| 3 | \$800 |

For bus drivers who work 128 days per year, the following compensation shall apply:

| Days missed | Amount |
|-------------|---------|
| 0 | \$1,200 |
| 1 | \$1,000 |
| 2 | \$800 |

In order to be compensated, drivers must be employed on the last day of school. All incentives earned shall be paid on the July pay warrant.

The District shall monitor and assess the effectiveness of this program in lowering absenteeism throughout the life of this Agreement. The District shall provide to the Union annual information on employees earning attendance incentives.

Section A.1.17 The Employer shall administer the provisions of the "Handbook for Bus Drivers" in a fair, reasonable and uniform fashion. Any revisions of the Driver Handbook are to be reviewed by the Union prior to implementation. In the event of conflicts between the collective bargaining agreement and the Handbook, the contract shall prevail. All revisions shall be shared in writing with bus drivers.

Section A.1.18 Effective August 16, 2019, the hourly rates of pay for classifications of work covered by this Section (as indicated below) have been increased by sixteen percent (16%) inclusive of state IPD and shall be as follows:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> <u>2019-2020</u> |
|--|--|
| Bus Driver 0 through 3 years of service | \$29.66 |

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> <u>2019-2020</u> |
|---|--|
| Bus Driver 3+ through 10 years of service | \$30.39 |
| Bus Driver 10+ through 15 years of service | \$30.68 |
| Bus Driver 15+ or more years of service | \$31.10 |
| Bus Driver Rover | \$32.67 |
| Regular Substitute Bus Driver* | \$29.66 |
| Standby Bus Driver | \$17.80 |

Section A.1.18.1 Effective August 16, 2020 the hourly rates of pay for the 2019-2020 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section A.1.18.2 Effective August 16, 2021 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section A.1.18.3 Bus drivers shall receive the hourly rate of pay corresponding to their calendar years of service as set forth above. Drivers certified by OSPI as authorized school bus drivers at the time of their initial hire and who were employed in Washington State in such capacity within the six (6) months immediately preceding their employment with the District shall be eligible to use such previous experience in determining placement on the salary schedule.

*Regular substitute drivers who drive a bus on Saturday or Sunday shall be paid time and one-half their regular rate of pay.

Section A.1.18.4 Bus Driver Rovers - The District shall determine the number of rovers that are needed each year. Rover positions shall be posted in the August bid and shall contain a six (6) hour daily shift guarantee. To be considered for a rover position a driver must:

- have completed four (4) years of employment with the District
- have no discipline within the past two (2) years (attendance and student management related and no more than one (1) preventable accident)
- pass a timed mapping test

Rovers shall work within the following shift windows: 5:45 am to 9:45 am for morning routes and 1:30 pm to 5:30 pm for afternoon routes M, T, Th, F, and 12:00 pm to 4:00 pm on Wednesday early release. Shifts will have a three (3) hour guarantee. Any additional time worked shall be submitted on an extra timesheet. Rovers may be asked to fill time as a bus monitor/aide, and/or clean spare buses and/or maintenance vehicles. Rovers shall not be used to work in dispatch or to otherwise give direction to regular drivers.

Section A.1.19 Bus drivers and regular substitute bus drivers shall receive the hourly rate of pay corresponding to their calendar months of service as set forth above. Substitutes who work seventy (70) hours a month shall receive credit for those months of service for the purpose of pay when they become a regular driver.

Section A.1.20 The Employer shall pay the costs associated with renewal of commercial driving licenses. The Employer provides Bus Drivers with a paid recertification training in order to maintain their First Aid/CPR certification which will be included in the annual in-service in August. Drivers who elect to attend such training/recertification outside of the District may do so on their own time and their own expense, if any. The District will pay costs associated with any other certificates required by law that are needed for the employee to perform his/her work duties.

Section A.1.21 The Employer shall not increase its use of Metro buses to transport students currently transported by District employees during the life of this Agreement.

The Employer shall meet with the union to negotiate possible alternatives before the Employer utilizes Metro or any other outside entity in the future.

The Employer shall provide the necessary documentation (i.e. hours of work, routes, etc.) to validate its position that no current regular employee will lose time if the Employer should utilize any other outside entity to transport any student currently being transported by District employees.

Section A.1.22 **Extracurricular Student Transportation** – Schools may transport up to seven (7) student passengers in vans assigned to the high schools. Drivers must have Type 2 training as required by the District. Schools may also transport up to fourteen (14) students provided such transport does not exceed a thirty (30) mile radius from the Support Services Center (travel to Tacoma high schools shall be the only exception to the thirty (30) mile limit). In the event that the thirty-mile limitation is exceeded for the second van or that overnight travel is required for the second van, a Transportation driver must be utilized. Extracurricular trips will be offered to bargaining unit drivers in the Transportation Department before being offered to other private carriers.

The District shall not allow non-Transportation Department personnel to transport students in Transportation Department vehicles unless such vehicles are assigned to the school as replacement vehicles while the high school vans are being serviced.

Section A.1.23 **Summer School Bid Procedure** - Bid day shall occur no earlier than two (2) days before the final day of school. All known routes shall be posted for review four (4) days prior to bid day. As routes become available, they will be posted on Thursdays and assigned by 2:00 p.m. the following Tuesday.

All routes and buses shall be bid by seniority. In isolated cases, due to student volume and/or special needs equipment, specific bus options shall be indicated on the route bid.

Proxies will be accepted for summer school work at the employee's bid time. If the employee or proxy is not present, the employee loses the opportunity to bid for summer work that's available for bid that day.

Drivers will be allowed five (5) minutes to bid their route and bus. After their route and bus are bid, they will complete the process with routing and payroll.

The following provisions apply to drivers who are awarded summer routes:

- Drivers bidding for a summer route may identify up to four (4) consecutive days or two (2) non-consecutive days of their awarded route that the driver knows he/she will be unable to drive due to unavoidable personal business, provided that they identify the days at the time of bidding. Notice of these days will be provided to the Transportation Manager on a separate form to permit the work to be posted immediately for bid.
- Drivers who bid on and are awarded a summer route, but then fail to drive any of the route (except the days identified at the time of the bid), will be denied the opportunity to bid on a route the following summer, unless the reason the driver could not drive any/part of the route was due to verifiable (doctor's note) medical reasons or unforeseen emergency.

Drivers interested in substitute work for summer routes must sign the substitute posting. Drivers signing up for substitute work must provide Dispatch with a completed schedule of their availability (form to be provided by Dispatch). This availability schedule may be modified at any time by notifying Dispatch no later than 4:00 p.m. the day before any change. Drivers who fail to answer a call or decline work between 5:00 a.m. to 6:00 a.m. during their available days more than three (3) times, per session, will be placed at the bottom of the call list.

Section A.1.24 August Bid Procedure and Driver In-Service - Bid day and driver in-service shall occur Wednesday, Thursday and Friday (bid day) of the third full week of August. Bid day, driver in-service, and all other related training, and required Department procedures necessary to begin the school year are considered hours worked and shall be scheduled to occur for no less than seven (7) hours of compensation for each day (Wednesday and Thursday).

All routes shall be posted for review no later than the Tuesday at 8:30 a.m. prior to bid day.

The Bid Committee shall be made up of six (6) employees that are members of the bargaining unit, three (3) of whom will be representatives of the Union.

The Bid Committee members shall be compensated for all hours worked at their appropriate straight time hourly rate.

All routes and buses shall be bid by seniority. In isolated cases, due to student volume and/or special needs equipment, specific bus options shall be indicated on the route bid.

The seniority list will be broken down into specific bid times of one (1) hour increments. Effective August 2020, all drivers will be paid one (1) hour for Friday bid day at their regular straight time hourly rate of pay.

In the event a driver or his/her designee fails to turn in a proxy by the employee's bid time, or is late for their groups bid time, said driver shall be moved to the end of the list. In the event this happens the driver will be allowed to bid before any substitute driver bids.

If a driver fails to show up by the end of bid day, they will be assigned a route based on the number of hours and seniority. Such assignment shall be before assignment of routes to substitute drivers.

All routes shall be posted by high school regions, special needs routes will be color-coded indicating the type of route it is. Routes that are not posted for review pursuant to Section A.1.24 shall be posted and bid pursuant to Section A.1.11.

A supervisor prior to each bid period shall point out all routes that were posted for review pursuant to Section A.1.24 and then changed before or on bid day.

By seniority, groups of ten (10) drivers will be allowed in the route viewing area. When drivers are called into the bid room, they will be allowed five (5) minutes to bid their route and bus. After their route and bus and bid, they will complete the process with routing and payroll.

After all regular drivers have bid, substitute drivers will bid by seniority.

Section A.1.25 **Bus Driver Safety** - It is understood and agreed by the Employer and the Council that the Employer is committed to providing a safe and secure working environment for the school bus drivers who transport the Lake Washington School District students, and, in furtherance of that objective, agree to the following:

The Employer shall notify all drivers whose route(s) may take them into an area or situation which the employer knows is of a safety concern. This notification to the affected drivers shall occur prior to the time that the driver departs on his/her route. Should the driver already be on his/her route and the Employer becomes aware of a safety problem, the Employer's dispatcher shall notify the affected driver of the safety concern and advise the driver of any precautionary measure which should be taken, and;

Students who have exhibited physically aggressive behavior and/or students who have had a history of physically aggressive behavior shall be identified to the driver who is assigned to transport such students(s) as soon as the information is made known to the Employer. Other staff shall be advised of such student on an as-need-to-know basis. The advised driver shall treat information regarding such student's behavior as confidential.

Section A.2 **Special Education Para Educators** - This section shall pertain to Special Education Para Educators, Reserve Special Education Para Educators, Para Educator Support Specialists, Substitute Special Education Para Educators, Braillists and Sign Language Interpreters, hereinafter referred to by classification and/or Employees.

Section A.2.1 In the event of an unusual school closure due to inclement weather, plant inoperation or the like, employees reporting to work shall receive a minimum of two (2) hours pay at their current hourly rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio station broadcasts at least forty-five (45) minutes prior to the beginning of the shift.

Section A.2.2 The District shall provide liability insurance for Employees when they are performing authorized duties; provided, however, there shall be no obligation to assume any responsibility held against the employee when damages are due to the employee's negligence, violation of law or criminal act. Employees will not be required or allowed to transport students and/or staff in their personal vehicles' as part of their assigned work duties. District owned vehicles will be provided for such transportation. The District is committed to provide a safe and secure work environment. The District will provide all appropriate training to meet employee and student safety needs. Prior to an employee being assigned one-on-one responsibilities of students with an IEP, which includes an emergency response protocol additional training will be provided. Employees assigned to students who require medical support will receive specific training from a District registered nurse.

- Section A.2.3** The shift for Special Education Para Educators shall be established at the beginning of each work year and shall be maintained for that work year. After the school year begins, should the District determine a need to reassign a para educator to a different school, the District will ask for a volunteer from the school that a para educator will be moved out of. The employee who volunteers with the greatest district seniority shall be moved provided that they have the necessary skills and abilities to perform the job. If there are no volunteers, the least senior qualified para educator shall be reassigned. By March 15th of each year, para educators who wish to request reassignment for the following year shall e-mail such request to the Special Education Administrator in charge of the program. In the event multiple requests are made for the same position, the senior most qualified para educator shall be assigned. The length of the employee's meal period, which shall be unpaid, free of duty, and not less than one-half (1/2) hour nor more than one (1) hour shall be determined by the Employer and shall be in addition to the workday. Para Educators who are assigned any kind of work for three (3) but less than six (6) hours per day shall receive one (1) paid fifteen (15) minute rest period; employees who work for six (6) hours per day or more shall receive two (2) paid fifteen (15) minute rest periods. The first (1st) paid fifteen (15) minute rest period of the day shall not be scheduled to occur before the beginning of the second (2nd) hour. Employees who do not receive an uninterrupted lunch period are subject to compensation as called for in Section 6.9 of the master Agreement.
- Section A.2.3.1** Sign Language Interpreters shall be scheduled for their meal periods at the same time the student for whom they interpret takes his or her meal period.
- Section A.2.3.2** Passing/Email Time – Reasonable passing time will be included in the work schedule provided for Para Educators covered by this Appendix to move from one work assignment/location to the next. Employees also will be given reasonable work time to check their District email accounts. The District agrees that passing and email time shall not be comingled in the scheduling and assignment of rest and meal periods nor will the District unreasonably deny enough time exclusive of the rest break(s) and/or meal period for a Para Educator to travel within the building to areas designated to be used for rest and meal periods.
- Section A.2.3.3** Flex Day – Para Educators covered under this Appendix may, with approval from the school principal and/or associate principal, work additional hours in the month of November equivalent to the number of hours necessary to allow them to leave when students leave on the day before Thanksgiving.
- Section A.2.4** The seniority of Para Educators is by classification; there is no building seniority. Para Educator hours assigned to buildings are based on student enrollment and need. Schools create Para Educator positions from their allocation of available hours. Positions offering a greater number of working hours shall be assigned in accordance with classification seniority and subject to the employee's ability to perform the job. Para Educators may decline a position and opt for one with fewer hours. In such case, the declined hours will be offered to the next senior Para Educator. When necessary, the least senior Para Educator shall be assigned a position that has been otherwise declined by more senior Para Educators. When there is a need to reassign a Para Educator to another building, or a Para Educator requests a reassignment to another building, the employee will be placed in an available, open position, with the hours established for that position. Assignments for the following school year shall be based on the classification seniority of the Para Educators present.

Section A.2.5 Notwithstanding any provision to the contrary as may be contained within Section 9.3, road conditions may be considered an excused absence for those Employees who otherwise qualifies for the benefit provided for under Section 9.3. Such Employees shall explain in writing the road conditions which caused his/her absence from work.

Section A.2.6 Effective August 16, 2019, the hourly rate of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> <u>2019-2020</u> |
|--|--|
| Special Education Para Educator and Reserves, and Special Education Para Educator Support Specialists | |
| 0 through 3 years of service | \$22.50 |
| 3+ through 9 years of service | \$24.45 |
| 9+ through 13 years of service | \$24.68 |
| 13+ or more years of service | \$25.04 |
| Sign Language Interpreter | |
| 0 through 3 years of service | \$37.15 |
| 3+ through 9 years of service | \$38.05 |
| 9+ through 13 years of service | \$38.37 |
| 13+ or more years of service | \$38.96 |
| Brailist | |
| 0 through 3 years of service | \$37.15 |
| 3+ through 9 years of service | \$38.05 |
| 9+ through 13 years of service | \$38.37 |
| 13+ or more years of service | \$38.96 |

Section A.2.6.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section A.2.6.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section A.2.6.3 Employees shall receive the hourly rates of pay corresponding to their calendar months of service as set forth above.

The hourly wage of Substitute Para Educators shall be a minimum of eighty-five percent (85%) of the first step on the Para Educator wage scale (0-3 years).

Section A.2.6.4 Para Educators shall be paid their regular hourly rate of pay for required attendance at staff meetings, IEP meetings and any other meetings, trainings or other work that fall outside their regularly scheduled work hours. Compensation for work which falls under this Section shall be paid in no less than fifteen (15) minute increments.

Section A.2.7 Special Education Para Educators (except for Special Education Para Educator Support Specialists and Reserve Special Education Para Educators), Sign Language Interpreters and Braillists who are assigned a four (4) hour or greater shift shall receive two (2) preparation days prior to the start of school. One (1) day will be for classroom preparation focused on their assignment as directed by their

assigned teacher and one (1) day may be used for building training or additional classroom preparation as determined by the building administrator. The preparation days shall be equal to the Para Educator's contracted hours, or four (4) hours, whichever is greater, and compensated at their regular hourly rate of pay. These days are mandatory and will be scheduled during the August LEAP days, with notification by mail to the employees within the first two (2) weeks of August.

Section A.2.7.1 Qualified Sign Language Interpreters who, based on enrollment and student need, cannot be placed in an Interpreter position shall be reduced from the force in accordance with the provisions of Article 5. However, displaced Interpreters shall be offered a reassignment to a Para Educator position, should one be available. Should no Para Educator position be available, they will be offered placement into the next Para Educator position that becomes available. Should the displaced Interpreter decline an available Para Educator position, the District is under no obligation to offer subsequent open Para Educator positions that become available. An Interpreter who accepts a Para Educator reassignment shall be placed on the pay schedule commensurate with his/her years of service under this Agreement. All displaced Interpreters shall be offered placement into an available Interpreter position for which they are qualified in accordance with Article 5, Section 5.6.10, Layoff, Bumping and Recall Rights.

Section A.2.8 Any Employee who earned wage increases based on training levels as of December 31, 2012 shall retain such additional training level pay.

Section A.2.8.1 All Employees will, in addition to the State required Para Educator Certificate Program, Fundamental Course of Study (FCS), receive twelve (12) hours of mandatory training per school year. Training dates will be determined by the District. A committee of para educators and district staff will be convened to seek input regarding training matter.

Section A.2.9 **Reserve Special Educator Para Educators** – Reserve Special Education Para Educators shall be provided a six (6) hour per day annualized contract inclusive of travel time within the District. Reserve Para Educators shall be eligible for reimbursement for mileage in accordance with Article 12, Section 12.3. Reserve Para Educators shall be assigned on a daily or longer basis to fill in for absent employees, work at school sites on an as-needed basis may be assigned training duties of newly hired Para Educators in the classroom to support the newly hired Para Educator. These positions are intended to augment, not supplant, the filling of permanent vacancies.

Section A.2.10 Para Educators who are designated as a Support Specialist shall be assigned an eight (8) hour per day annualized contract inclusive of travel time. Support Specialists shall be compensated at a minimum of ten percent (10%) above their base hourly rate of pay. In the event a Support Specialist is used to develop and teach training curriculum to other classified and/or certificated staff, they shall be compensated in accordance with the District's classified instructor hourly rate of pay.

Section A.3 **Truck Driver/Warehousepersons, Warehouse/Curriculum Assistants and Messengers** - This section shall pertain to Truck Driver/Warehousepersons, Warehouse/Curriculum Assistants and Messengers.

Section A.3.1 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, employees reporting to work shall receive a minimum of two (2) hours pay at the base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio station broadcasts at least forty-five (45) minutes prior to the beginning of the shift.

Section A.3.2 Employees required by the District to attend training, including training to maintain required licensure/certification for their positions, may request time to attend training classes necessary to maintain such licensure/certification. The Employer shall pay the costs associated with renewal of commercial driving licenses and other certificates required by law that are needed for the employee to perform his/her work duties. Associated cost shall include compensation for attendance at required training classes. Such employees, based on the District’s determination, may be authorized to:

- Attend training during work hours;
- Have their workdays modified to allow their attendance at such training without incurring overtime;
- Receive additional compensation for such training.

Section A.3.3 Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> <u>2019-2020</u> |
|--------------------------------|--|
| Truck Driver/Warehouseperson | \$30.18 |
| Messenger | \$27.42 |
| Warehouse/Curriculum Assistant | \$27.42 |

Section A.3.3.1 Effective August 16, 2020 the hourly rates of pay for the 2020 - 2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section A.3.3.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section A.3.3.3 The hourly wage of Substitute Warehouse employees shall be no less than eighty-five percent (85%) of the wage for the classification in which they are substituting.

Section A.3.4 Should a Truck Driver/Warehouseperson or Messenger be assigned to assume the duties and/or responsibilities of the Warehouse Manager in the manager’s absence, provided there is an employee able and willing to perform the functions identified by the District to warrant the additional hourly compensation, such employee shall be designated as the Warehouseperson Lead and will be paid an additional two-dollars (\$2.00) per hour for the first four (4) days. Should an employee assume the manager’s responsibility for five (5) or more consecutive days the employee will be compensated eighty-five percent (85%) of the current wage paid to the Warehouse Manager retroactive to the first day of the assignment.

Section A.3.5 Provided there are no qualified surplus employees, bargaining unit positions within the warehouse that become vacant and/or newly created positions and subsequent vacancies by warehouse seniority bid, positions shall be filled pursuant to Article 5 of this Agreement.

Section A.4 The following Section shall apply to all employees employed under this Appendix.

Section A.4.1 Should a member of this bargaining unit be elected or appointed by the Union to a full-time position, an unpaid leave of absence not to exceed three (3) years shall be approved for the elected or appointed position and seniority shall accrue. The Union will request in writing to Human Resources a request for such leave at least ten (10) working days in advance and likewise will provide at least a written notice ten (10) working days in advance of the need to return to work. If the employee is a bus driver or para educator who returns to work during the school year, said employee shall be worked on a daily basis before work is assigned to a substitute. This shall continue until such time that the employee can either fill an open position or bid on an open route. In the event the employee works in the warehouse, said employee will be returned to work and the affected employee shall be laid off but will be provided other work opportunities that may exist pursuant to Article 5 of the collective bargaining agreement.

Section A.4.2 All employees required by the District to attend training shall be compensated at their appropriate rate of pay in accordance with this Agreement. The Employer shall pay the costs associated with renewal of commercial driving licenses and other certificates required by law that are needed for the employee to perform his/her work duties. Associated cost shall include compensation for attendance at required training class.

APPENDIX "B" INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington School District Trades Bargaining Council for that period from August 16, 2019 through August 15, 2022 and shall apply to those employees in the following classifications:

- Custodian
- Custodian (Graveyard)
- Custodian Rover
- Lead Junior High (Middle School) Custodian (Swing)
- Head Custodian I
- Head Custodian II
- Head Custodian III

Section B.1 **Custodians** - This section shall pertain to all classifications covered by this appendix.

Section B.1.1 As the individual case may dictate, the head custodian and/or leadperson may be present for interviews of applicants and have input in making the decision to hire or not to hire the applicant.

Section B.1.2 Each boiler room shall be supplied by the Employer with a boiler log book.

Section B.1.3 Effective August 16, 2019, the hourly rates of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> | | |
|------------------------------|-----------------------------------|----------------------|----------------------|
| | <u>2019-2020</u> | | |
| | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> |
| Custodian | \$24.68 | \$25.21 | \$25.93 |
| Custodian (Graveyard) | \$25.88 | \$26.36 | \$27.11 |
| Lead Middle School Custodian | \$25.25 | \$25.73 | \$26.49 |
| Head Custodian I | \$26.07 | \$26.59 | \$27.31 |
| Head Custodian II | \$28.14 | \$28.64 | \$29.39 |
| Head Custodian III | \$29.39 | \$30.82 | \$31.56 |

Section B.1.3.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section B.1.3.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section B.1.3.3 The hourly wage of Substitute Custodians shall be no less than eighty-five percent (85%) of the wage for the classification in which they are substituting.

Section B.1.4 Whenever possible, when a day head custodian is absent the next ranking on-site responsible custodian shall be assigned to fill the day head custodian position. When this occurs, a substitute shall be hired to fill the vacancy created by the re-assignment of the next ranking on-site custodian.

Section B.1.5 If the Employer determines that it is necessary to have a regional custodial leadperson, such individual shall be paid two dollars (\$2.00) per hour for performing such function.

Section B.1.6 The District will provide Custodians appropriate training opportunities and training to meet employee safety needs, in addition a joint labor and management committee shall make recommendations to the Manager of Facilities and Building Services regarding additional training opportunities.

Section B.1.7 An annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Steps B, and C using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step A 41.25 FTE, Step B 39.00 FTE, and Step C 20.00 FTE).

Section B.1.8 **Filling of Vacant Positions** - In filling vacant custodian positions, the District and the Union agree to the following:

1. Transfer - The filling of open vacant custodial positions will first be offered to the most senior eligible employees. In order to be considered, an employee must be a regular employee and must have submitted an Intra-District Transfer request. Transfers are limited to equivalent positions (Head I to Head I, custodian to custodian, etc.) In order to be eligible employees must have:

- Received satisfactory ratings in all evaluative criteria on their most current evaluation (including mid-year evaluations, if applicable);
- Have not received disciplinary action within the last 24-month period; and
- Completed their probationary period.

All vacant custodial positions will be posted for transfer for one (1) week. Interested employees must submit an Intra-District Transfer Form to Human Resources. HR will review the transfer requests to determine the qualified applicant. Once offered, the employee shall have twenty-four (24) hours to accept the transfer. Failure to affirmatively accept the offer will be considered a denial and the District will offer the position to the next qualified employee. If there are no more qualified transfer requests, the District shall move to fill the vacancy as an open position.

2. The Employer shall be under no obligation to laterally transfer a custodian to a similar position unless the employee has been in his/her existing position for at least six (6) months.

3. Recruitment – If no transfer was made as identified above, the District will post the open position for internal and external applicants for one (1) week. Internal applicants must fill out and submit an Internal Application. In order to be qualified for an interview, internal candidates must have:

- Received satisfactory ratings in all evaluative criteria on their most current evaluation (including mid-year evaluations, if applicable);
- Have not received disciplinary action within the last twenty-four (24) month period; and
- Completed their probationary period.
- Exception: If after posting the position for one (1) week there are no qualified candidates, the District may consider a lateral movement of a probationary employee (Head I to Head I; custodian to custodian), provided that such employee's ninety (90) day probationary period will be restarted for ninety (90) days in their new assignment.

In making the selection the following criteria shall be used:

- Interview results.
- Performance evaluations.
- Relevant experience - Elementary/Middle School/Senior.
- Seniority.
- Training qualifications.

The above criteria shall be weighted equally amongst the candidates as determined by the Employer without any arbitrary intent. The Employer will develop appropriate training qualifications for head custodian positions. For outside applicants, outside custodial work will be recognized in evaluating the "most qualified."

Section B.1.9 An increase of hours in the same classification shall not constitute a promotion.

Section B.1.10 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to;

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

APPENDIX “C” AUTOMOTIVE MACHINIST LODGE NO. 289

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington Trades Bargaining Council for that period from August 16, 2019 through August 15, 2022 and shall apply to those employees in the following bargaining unit and classifications:

- Bus/Truck Serviceperson
- Bus/Truck Mechanic
- Auto & Small Equipment Mechanic
- Bus/Truck Shop Assistant

Section C.1 **Automotive Machinists** - This section shall apply to all classifications covered by this appendix.

Section C.1.1 Effective August 16, 2019, the hourly rates of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> |
|---------------------------------|----------------------------|
| | <u>2019-2020</u> |
| Bus/Truck Serviceperson | \$31.93 |
| Bus/Truck Mechanic | \$37.77 |
| Auto & Small Equipment Mechanic | \$37.77 |
| Bus/Truck Shop Assistant | \$21.99 |

Section C.1.1.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section C.1.1.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section C.1.2 The Employer shall reimburse employees for the loss of required hand tools due to fire or forced entry to the Employer's premises, less twenty-five dollars (\$25) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the Employer. Employees shall notify the Employer whenever they remove their tools from the Employer premises.

Section C.1.3 **Tool Allowance** – The Employer shall provide an annual tool allowance (9/1 to 8/31) of up to nine hundred dollars (\$900) per each regular full-time employee covered by this appendix for replacing personal tools broken or damaged while performing District services or for new tools required for the work of the District. All tools purchases made under this provision must be pre-approved by the bus maintenance supervisor. If the employee makes a tool purchase without such prior approval, except in cases of emergency, he will not be reimbursed. The maximum annual allowance of and shall not be exceeded under any circumstance. Any tools replaced in conformance with this section shall be the property of the employee.

Section C.1.4 **ASE Certification Premium** – The Employer shall adopt the Automotive Service Excellence (ASE) certification standards and compensate those covered by this appendix who qualify under such standards an additional twenty five cents (\$.25) per hour per certificate for four (4) certification premiums per person during the term of this Agreement. If the employee becomes a Master School Bus Technician they shall receive compensation of two dollars (\$2.00) per hour inclusive of any

other ASE certificates held during the term of this Agreement. Once an employee obtains the Master School Bus Technician certification, the employee may earn up to two (2) additional ASE certifications, at twenty-five cents (\$.25) each per hour, provided they are related to the work being performed by the District and agreed to in the Labor-Management Committee. The maximum premium that can be earned is two dollars and fifty cents (\$2.50) per hour.

Section C.1.5 **Welding Premium** - An employee who is assigned by the Employer to perform certified welding shall be compensated a premium of two dollars (\$2.00) per hour above his/her regular rate of pay for all time performing such welding duties.

Section C.1.6 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section C.1.7 **Bus Inspection Merit Pay** – The Employer agrees to adopt a merit pay program which provides compensation in addition to the employee’s regular hourly rate of pay for those who demonstrate superior performance on annual bus inspections. Such merit pay shall be processed within thirty (30) days following the completion of the annual inspection for all district buses; however, buses not presented for inspection that would not change the outcome of the merit pay, bonuses will be processed based on the buses inspected by the state. The additional compensation rates for each school year shall be as follows:

| | |
|-----------------------------------|-------|
| For scheduled annual inspections: | |
| 4-5 Out of Service Buses | \$700 |
| 1-3 Out of Service Buses | \$800 |
| 0 Out of Service Buses | \$900 |

Section C.1.8 **State Patrol Scheduled and Random Inspections Incentive Days** – If the achieved rating is no buses out of service, each employee will also receive the right to schedule in advance, subject to the supervisor’s approval, one day off with pay within one year of the date of notification of the inspector’s results. The occurrence of overtime, illness, staff shortages, and peak work demand periods shall be sufficient reason to deny the time off or revoke the approval and ask the employee to re-schedule the time off. This day of compensation will be processed and available for use within thirty (30) days following the inspection and are available for use during the calendar months following the inspection in which it was earned. These days shall be designated as Bus Flex Days.

Incentive days must be used within the specified time period or will be lost. Incentive days are not subject to carry-over or cash-out. Incentive days cannot be used in conjunction with a holiday and/or vacation.

Section C.1.9 For purposes of the bus inspection merit pay, a bus is considered “out of service” if the bus is found by the state patrol to be out of service based on the criteria contained in the Washington State School Bus Inspection Manual due to reasons under the control of the mechanic(s). Buses deemed “out of service” by the state patrol for reasons not normally under the control of the mechanic(s) shall not be used by the Employer to negatively impact the determination of merit pay as contained in Section 1.7 or incentive days as contained in Section 1.8 above.

Section C.1.10 **Leadperson Pay** – The Transportation shop shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as "leadperson" shall be compensated two dollars (\$2.00) per hour above the individual's regular rate while performing such function.

Section C.1.11 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to:

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section C.1.12 It is understood and agreed by and between the Employer and the Council that with regards to the delivery of buses to non-district maintenance or other facilities during summer months the following shall apply:

Bus shop mechanics may drive buses anytime or anywhere for maintenance purposes; and when the shop schedules a bus for maintenance with twenty-four hours or more lead time, the shop supervisor/designee shall attempt to secure a driver from a list of five (5) drivers who agree to be available for such work during the summer months. A telephone answering machine shall not constitute "contact" for purposes of this memorandum; and whenever buses need to be delivered with less than twenty-four (24) hours lead time, the shop supervisor/designee may use summer shop helpers to perform such work.

APPENDIX “D” Laborers’ Local Union 242; District Council of Carpenters; International Brotherhood of Electrical Workers; Painters District Council No. 5; and Plumbers and Pipefitters

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington Trades Bargaining Council for that period from August 16, 2019 through August 15, 2022 and shall apply to those employees in the following bargaining unit and classifications:

GENERAL LABORERS LOCAL NO. 242 (Section D.1)
 Laborer
 Groundsperson
 Seasonal Laborer/Grounds

DISTRICT COUNCIL OF CARPENTERS (Section D.2)
 Carpenter
 Locksmith

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS NO. 46 (Section D.3)
 Electrician
 Electrician/Intercoms, Clocks & Alarms
 Electrician Assistant
 Building Equipment Mechanic/HVAC
 Building Equipment Mechanic/HVAC Assistant
 Electronics Technician/Computer Repair
 Electronics Technician/Copier Repair
 Electronics Technician/Audio Visual

PAINTERS DISTRICT COUNCIL NO. 5 (Section D.4)
 Painter
 Glazier
 Glazier Assistant

PLUMBERS AND PIPEFITTERS LOCAL NO. 32 (Section D.5)
 Plumber
 Plumber Assistant (Light Duty Plumber Mechanic)
 Building Equipment Mechanic/HVAC/Pipefitter

Section D.1 This section shall pertain to **General Laborers Local No. 242** (Laborers and Groundspersons).

Section D.1.1 Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> |
|--------------------------|----------------------------|
| | <u>2019-2020</u> |
| Laborer | \$24.95 |
| Groundsperson | \$33.01 |
| Seasonal Laborer/Grounds | \$20.10 |

Section D.1.1.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.1.1.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.1.2 The “Laborer” classification shall work with and assist a journeyman classification that is covered within this Appendix of this Agreement. In no event shall a “Laborer” classification be utilized to replace a journeyman classification in any of the aforementioned appendices.

Section D.1.2.1 Notwithstanding the rights of the Employer to assign Laborers to assist Grounds as part of their duties and responsibilities, Laborers who possess the skills and abilities as determined by the District and are assigned to perform the full scope of a Groundsperson position will be compensated at the Groundsperson rate of pay in accordance with Section 6.8 of this Agreement.

Section D.1.3 Notwithstanding any provision to the contrary as may be contained within Article 5 of this Agreement, the classifications title Laborer and Groundsperson, shall be considered to be one common classification for layoff and bumping purposes.

Section D.1.4 **Insecticide Premium** – The Employer shall determine the number of Groundspersons required for spraying of herbicides and insecticides. The Employer shall provide the training and certification and shall pay such Groundspersons an annual stipend of six hundred dollars (\$600) in addition to their annual earnings. This annual stipend will be divided by twelve and be paid monthly September through August. Should a Groundsperson fail to maintain his certification he shall immediately lose the annual stipend and no further payments will be made. In consideration of this stipend, the union agrees that the Employer may from time to time contract with outside vendors for supplemental spraying services.

Section D.1.5 **Welding Premium** – An employee who is assigned by the Employer to perform certified welding shall be compensated a premium of two dollars (\$2.00) per hour above his/her regular rate of pay for all time performing such welding duties.

Section D.1.6 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.1.7 **Leadperson Pay** – The grounds shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

Section D.1.8 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to:

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.2 This section shall pertain to District Council of Carpenters (Carpenter and Locksmith).

Section D.2.1 Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> |
|-----------------------|----------------------------|
| | <u>2019-2020</u> |
| Carpenter | \$38.19 |
| Locksmith | \$38.19 |

Section D.2.1.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.2.1.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.2.2 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.2.3 **Leadperson Pay** – The carpentry shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as "leadperson" shall be compensated two dollars (\$2.00) per hour above the individual's regular rate while performing such function.

Section D.2.4 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to:

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.3 This section shall pertain to **International Brotherhood of Electrical Workers No. 46** (Electricians, Electrician Assistants, Building Equipment Mechanic/HVACs, Building Equipment Mechanic/HVAC Assistants, Electronic Technicians).

Section D.3.1 Effective August 16, 2019, the hourly rates of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> |
|--|----------------------------|
| | <u>2019-2020</u> |
| Electrician | \$42.66 |
| Electrician/Intercoms,Clocks & Alarms | \$42.66 |
| Electrician Assistant | \$28.41 |
| Building Equipment Mechanic/HVAC | \$42.66 |
| Building Equipment Mechanic/HVAC Assistant | \$28.41 |
| Electronics Technician/Computer Repair | \$37.41 |
| Electronics Technician/Copier Repair | \$37.41 |
| Electronics Technician/Audio Visual | \$37.41 |

Section D.3.1.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.3.1.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.3.2 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.3.3 **Leadperson Pay** – The electrician shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

The District and the Union agree to eliminate the Electrician /Intercoms, Clocks & Alarms Lead through attrition.

Section D.3.4 Electricians who obtain an EL01 State Electrical License and have been certified as a Master Electrician in the State of Washington shall be compensated an additional one dollar (\$1.00) per hour.

Section D.3.5 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District’s determination, may be authorized to:

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.4 This section shall pertain to **Painters District Council No. 5** (Painters, Glaziers, and Glazier Assistants).

Section D.4.1 Effective August 16, 2019, the hourly rates of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> <u>2019-2020</u> |
|-----------------------|--|
| Painter | \$38.19 |
| Glazier | \$38.19 |
| Glazier Assistant | \$27.06 |

Section D.4.1.1 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.4.1.2 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.4.2 Those painters covered by this section who were actively employed by the Employer as of April 1, 2002 shall not be laid off due to any reduction in force.

Section D.4.3 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.4.3 **Leadperson Pay** – The painter/glazier shop within Facilities/ Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided.

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

Section D.4.4 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to:

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.5 This section shall pertain to **Plumbers and Pipefitters Local No. 32** (Plumbers, Plumber Assistants, and Building Equipment Mechanic/HVAC/Pipefitters).

Section D.5.1 Effective August 16, 2019, the hourly rates of pay for classifications covered by this Section are as indicated below:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> |
|---|----------------------------|
| | <u>2019-2020</u> |
| Plumber | \$42.66 |
| Plumber Assistant (Light Duty Plumber Mechanic) | \$28.41 |
| Building Equipment Mechanic/HVAC/Pipefitter | \$42.66 |

Section D.5.1.2 Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.5.1.3 Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

Section D.5.4 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.5.5 **Leadperson Pay** – The plumber and pipefitter shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual's regular rate while performing such function.

Section D.5.6 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination may be authorized to:

- Attend training during work hours
- have their workdays modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

The Trades Bargaining Council belief is that weekend building use where custodial staff is not assigned adds to the regular custodial staff's workload due to the maintenance and cleaning of the building after such usage. In order to address the TBC concern, the District and representatives of the IUOE, Local No. 302 agree to meet to discuss potential solutions.

The parties agree to form a working committee comprised of no more than three (3) representatives each by February 28, 2020 and to prepare a recommendation to the District by November 30, 2020.

AGREED:

**LAKE WASHINGTON SCHOOL DISTRICT
TRADES BARGAINING COUNCIL**

Date

2/24/2020

By

[Signature]

**LAKE WASHINGTON SCHOOL DISTRICT
No. 414**

Date

2/24/2020

By

Patricia Fowler-Fung

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the Lake Washington School District Trades Bargaining Council and the Lake Washington School District No. 414.

The Parties agree that the development of a program offering means for para educators to pursue professional and/or educational coursework related to alternative certification pathways or coursework to enhance para educator individual skills for the provision of services to students.

The parties agree that during the life of the agreement a working committee will be convened which will be comprised of no more than four (4) representatives of union and no more than four (4) representatives of the District specifically to develop a recommendation to the District regarding a professional development program to provide para educators resources to pursue professional coursework related to alternative certification pathways or coursework to enhance the provision of services to students. The committee's initial meeting will be at the March 2020 Labor/Management session at which time the parties will determine committee members and initial agenda.

The committee will complete and present its recommendations to the Labor/Management committee at the May 2021 Labor/Management meeting.

The focus of this committee is related to the creation of a professional development program separate and apart from any state required training current or newly determined. The parties will review and consider surrounding district existing programs to inform the development of this program.

AGREED:

**LAKE WASHINGTON SCHOOL DISTRICT
TRADES BARGAINING COUNCIL**

Date

2/24/2020

By

[Signature]

**LAKE WASHINGTON SCHOOL DISTRICT
No. 414**

Date

2/24/2020

By

Patricia Fowler-Fung

MEMORANDUM OF UNDERSTANDING

to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the Lake Washington School District No. 414 and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL.

It is understood and agreed by the parties that the Employer is committed to providing employees with the appropriate protective equipment/clothing to ensure adequate protection while performing assigned duties. The parties further agree to form a committee to create a comprehensive listing of appropriate protective equipment/clothing that meet OSHA requirements for each applicable Trade. The committee shall include the District's Risk Manager along with two (2) representatives identified by the District; and up to three (3) Trades representatives. This committee shall report their progress monthly to the Trades Labor Management committee.

AGREED:

**LAKE WASHINGTON SCHOOL DISTRICT
TRADES BARGAINING COUNCIL**

Date

2/24/2020

By

[Signature]

**LAKE WASHINGTON SCHOOL DISTRICT
No. 414**

Date

2/24/2020

By

Patricia Fowler-Fung

