

**Agreement by and between**

**Lake Washington School  
District #414**

**IATSE, Local No.15 (Theater  
Technicians)**

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2017-2020

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Effective September 1, 2017 through August 31, 2020

**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**  
**IATSE, Local No.15**  
**September 1, 2017 through August 31, 2020**

THIS AGREEMENT is by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414, hereinafter referred to as the District, and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, Local No.15, hereinafter referred to as the Union.

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 District.

**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 Union 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 Full-Time Employee:** Any person performing bargaining unit work for at least thirty-five (35) hours per week for each week of the calendar year.

**Regular Part-Time Employee:** Any person performing bargaining unit work for at least twenty (20) hours of work per week for each week of the calendar year.

**Overhire:** Any non-student person performing bargaining unit work for the District or a rental client during the calendar year.

**Rehire:** Any person who at some time was an Employee of the District and who again becomes an Employee following a period of time in which the Employee has been classified as "termed." 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.

**Union:** International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, Local No. 15.

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

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

**Longevity:** The total time served as an Employee of the District 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.

## **ARTICLE 1 RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1** This Agreement shall apply to and cover all stage employees whose classifications are described in PERC Decision 11698-A. The Union represents to the Employer that it is a bona fide collective bargaining representative of all stage employees covered by this agreement. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all stage employees whose classifications are covered by this Agreement.

## **ARTICLE 2 UNION MEMBERSHIP AND DUES**

**Section 2.1** Upon the effective date of this Agreement, it shall be a condition of employment that each Employee covered by this Agreement who voluntarily is or voluntarily becomes a member of said Union shall remain a member in good standing of same during the term of this Agreement. It shall also be a condition of employment effective on the same date that each regular Employee covered by this Agreement who is not a member of the Union shall on or before the thirtieth (30th) day following such date either become and remain a member in good standing of the Union, or because of *bona fide* religious tenets or teachings of a church or religious body, contribute an amount of money equivalent to the regular monthly dues and the regular initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the Employee and the Union.

**Section 2.1.1** It shall also be a condition of employment for any Employee hired or permanently assigned in the bargaining unit covered by this Agreement on or after the execution date of this Agreement that on or before the one thousandth (1000th) hour following an Employee's first date of hire the Employee shall either become and remain a member in good standing of the Union, or because of *bona fide* religious

tenets or teachings of a church or religious body, contribute an amount of money equivalent to the regular monthly dues and the regular initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the Employee and the Union. The tracking of the hours worked for the purpose of Union membership shall be the responsibility of the Union. To this course, the District's Payroll Department shall submit monthly payroll records and appropriate percentage dues to the Union for all employees working under this Agreement.

**Section 2.1.2** When an Employee fails to fulfill the afore-referenced obligation, the Union shall provide the Employee and the District with ten (10) days notification of the Union's intent to initiate discharge action and during this period the Employee may make restitution in the amount which is overdue. The District shall not be held liable or responsible for any terminations resulting from the administration of this article, nor shall any such termination be subject to the grievance procedure.

**Section 2.2** The District shall notify the Union of all newly hired Theatre Technicians subject to this Agreement within thirty (30) calendar days after their first day of hire. The District shall notify all present Employees and all future Employees subject to this Agreement of the terms and conditions of this Article. This Section shall not be subject to the grievance procedure.

**Section 2.3** Upon the effective date of this Agreement, it shall be a condition of employment that each Employee covered by this Agreement shall have Union dues deducted from his or her pay on a regular monthly basis; and that the District shall deduct the Union dues from the pay of all such Employees covered by this Agreement. The District shall transmit all such funds deducted to the Union on a monthly basis.

**Section 2.3.1** The District shall provide for deduction of political contributions on the same basis and in accordance with the same procedures as is provided for deduction of Union dues.

**Section 2.3.2** The Union shall refund to the District any amounts paid to the Union in error on account of the check-off provisions. If the Union is found to be in violation of State or federal laws as it relates to the provisions of Section 2.3.1, the Union shall compensate the District for all legal fees incurred by the District in regard to such violation.

**Section 2.4** Duly authorized representatives of the Union may visit the work location of Employees covered by this Agreement at reasonable times for the purpose of investigating grievances. Such visitations shall be at times so that the education 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 locations of his/her presence prior to visiting Employees. Union representatives may request to be present during District-presented training or in-service sessions. Such request will be granted provided that Union representatives' attendance in any training or in-service session is that of a silent observer and not that of a participant. Union 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 designated in each unit affected by this Agreement. Immediately after the designation of its shop steward(s), the Union shall furnish the District with a list of those Employees who have been designated as shop stewards. Such 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 solely to inform the Union of any alleged violations of this Agreement and assist in processing of grievances relating thereto.

**Section 2.5.1** The steward shall be allowed reasonable time, at the discretion of the District, to assist in processing contract grievances 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 this Agreement, but under no circumstances shall the shop steward interfere with orders of the District or change working conditions.

### **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 Union or refrain from doing so.

### **ARTICLE 4 RIGHTS OF THE UNION**

**Section 4.1** The Union shall have the right to represent all Employees in the bargaining unit; to present its views to the District 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 bargaining unit.

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

**Section 4.3** **Bulletin Boards** – Proper notices of interest to Employees may be posted on designated District bulletin boards by duly authorized representatives of the Union.

**Section 4.3.1** The responsibility for prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted said notices.

### **ARTICLE 5 PROBATION, SENIORITY & RECALL PROCEDURES**

**Section 5.1** **Probation** - All new Employees covered by this Agreement shall be on probation for three hundred sixty (360) hours. Within the three hundred and sixty (360) hours of employment or less, the Employee shall be evaluated by the Administrator of the school where the Employee primarily works, who may seek input from the Theater Manager of the school. An Employee who fails this evaluation shall be terminated and the termination will not be subject to the grievance procedure provided in this Agreement. The tracking of hours worked for probation purposes will be done by the Theater Managers, who will provide the information to the District (Human Resources) at least fifty (50) hours' before the Employee's probationary period is ending. Notwithstanding the foregoing, this Section 5.1 will not apply to any Employee who has already worked three hundred sixty (360) hours for the District at the time this initial Agreement is executed.

**Section 5.2** Prospective Employees will be required to comply with the District's standard hiring process for new Employees. The District retains sole discretion to determine and evaluate necessary qualifications for hire and to select Employees for hire. In order to remain an active District Employee covered by this Agreement, Employees must work at least one (1) call per calendar year (September – August).

- Section 5.3** Upon removal from probationary status, a seniority date shall be established as having commenced retroactive to the Employee's first day of work within the bargaining unit.
- Section 5.4** The Employee with the earliest seniority date within the Theater Technician unit shall have the right to bump a less senior Theater Technician in a layoff.
- Section 5.5** Upon recall from layoff, a displaced Employee shall have right of first refusal to his/her previous position as it becomes available, as long as the Employee remains employed by the District.
- Section 5.6** Where a Theater Manager deems it practicable on a particular production or assignment, he or she will offer shifts to qualified Employees in order of seniority. The decision on whether to offer work based on seniority in any particular instance is up to the Theater Manager, subject to approval by an Administrator , and is not subject to the grievance procedure of this Agreement.

**ARTICLE 6      WORK SHIFTS**

- Section 6.1** The scheduled length of any particular work shift, as well as the hours actually worked, will be at the initial discretion of the Theater Manager responsible for the production or assignment, subject to approval by the Administrator of the school where the Employee is working. Where possible, good faith efforts shall be made to combine work to create a call that is a minimum of two (2) to four (4) hours.
- Section 6.2** Each Employee, where possible, shall be assigned with reasonable advance notice a definite shift with designated times of beginning and ending. When an Employee is required to work consecutive days, he or she shall have at least eight (8) hours off between the end of a shift and beginning of the next shift except when needed to address unforeseen absences or emergencies.
- Section 6.3** The workweek shall begin at 12:01 a.m. Monday.
- Section 6.4** Each Employee shall be given fifteen (15) minutes of rest for each four (4) consecutive hours of work, the time of starting such rest period to be reasonably designated by the District.
- Section 6.5** Each Employee shall be given a minimum thirty (30) minute and a maximum sixty (60) minute unpaid, uninterrupted meal period, depending upon venue, time of day, day of the week and available food at the venue, for any work shift lasting more than five (5) hours. The meal period shall commence no sooner than two (2) hours and no later than five (5) hours after the beginning of the shift. An Employee who is required to work through a meal period will be compensated at one and one-half (1 ½) times their hourly rate for the time worked during the meal period.
- Section 6.6** All hours worked in excess of forty (40) hours in any one (1) week, or eight (8) hours in any one day shall be compensated at the overtime time rate of one and one-half (1½) times the Employee's regular rate. Other than incidental overtime, overtime must be approved in advance by the Administrator of the school where the Employee is working. "Incidental overtime" occurs when a normal work assignment goes beyond the end of a shift because of unforeseen problems or due to the nature of the day's event.

**ARTICLE 7      HOLIDAYS**

**Section 7.1**      **Holidays** – Employees who work on any of the holidays listed in Section 7.2 shall be paid for all hours worked that shift at one and one half (1 ½) times their regular rate of pay.

**Section 7.2**      This Article 7 applies to the following holidays:

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

**ARTICLE 8      LEAVES**

**Section 8.1**      **Compliance with Laws** The District will offer leaves of absence as required under federal and state laws, including but not limited to the Americans with Disability Act, the Washington Law Against Discrimination and the Family and Medical Leave Act. Should any provision of this Agreement be in conflict with any federal or state laws regarding leaves of absence or reasonable accommodations, the laws will control.

**ARTICLE 9      RATES OF PAY AND EMPLOYEE COMPENSATION**

**Section 9.1**      Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

**Section 9.2**      For purposes of calculating daily hours, time worked shall be rounded to the nearest one quarter hour (15 minutes).

**Section 9.3**      Employees authorized by Board action for an overnight trip while on District business shall fill out the form prescribed by the District to request reimbursement.

**Section 9.4**      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 9.5**      The District will provide affected Employee(s) at least ten (10) days written notice with an explanation before making any deduction from wages due to an overpayment of over one hundred dollars (\$100.00). Such deduction may be made sooner with mutual consent.

**Section 9.6**      Wages – House Technician and Stage Technician

Effective September 1, 2017, the District shall increase the 2016-2017 salary schedule by eight percent (8%). In addition, the salary schedule will be increased by two and three-tenths percent (2.3%) state legislative determined Cost of Living Adjustments (COLA) for classified school district employees for the 2017-2018 school year;

Effective September 1, 2018, the District shall increase the 2017-2018 salary schedule by the state legislative determined COLA for school district employees for the 2018-2019 school year.



Effective September 1, 2019, the District shall increase the 2018-2019 salary schedule by the state legislative determined COLA for school district employees for the 2019-2020 school year.

Wages – Student Technicians

Student Technicians shall be paid the applicable minimum wage in accordance with the minimum wage laws for the State of Washington, King County and/or any other applicable jurisdiction and shall increase accordingly in compliance with such laws.

**Section 9.7** House Technicians performing as a Lead Technician shall be paid at 85% of the regular Board approved rate for Theater Managers. For purposes of this Agreement a Lead Technician is an employee designated by a Theater Manager to perform duties of the Theater Manager in his or her absence on a particular production, subject to the approval of school administration.

**ARTICLE 10 MISCELLANEOUS**

**Section 10.1** **Safety Equipment and Apparel** – The District shall determine and provide Employees with appropriate protective equipment and/or clothing to ensure adequate protection while performing assigned duties. Employees issued such equipment and/or clothing are required to use/wear such items when performing duties for which they were issued. The District shall also provide a well-maintained first aid kit appropriate to the hazards of the work site, which includes alcohol wipes or hand sanitizer. The District shall also ensure there is access to a telephone in case of emergency.

**Section 10.1.1** Bargaining unit members shall report to work in appropriate attire as determined by the District. Appropriate attire shall generally include clean, well-maintained clothes (e.g., no holes) that do not contain language or images that violate District policies. Apparel or equipment provided by the District shall remain the property of the District.

**Section 10.2** **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 or from a district site to a necessary off-site location (e.g., to meet with prospective rental customer) in the Employee’s own private vehicle. Reimbursement must be requested monthly on a form prescribed by the District.

**Section 10.3** **Labor/Management Meetings** – The District and the Union will hold Labor/Management meetings at the request of either party at mutually agreeable times 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.

**Section 10.4** **Jurisdiction** - The Union agrees that it will not be a violation of this Agreement if Theater Managers perform work otherwise or traditionally done by Theater Technicians.

**Section 10.5** **Automatic Payroll Deposit** - All Employees covered by this Agreement shall authorize the automatic deposit of their earnings to a banking institution of their choice.

**Section 10.6** Student Technicians are not covered by any portion of this Agreement other than the wage rates in Section 9.6.

**ARTICLE 11 MANAGEMENT RIGHTS**

**Section 11.1** 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 District, 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 District in accordance with such policy or procedure as the District from time to time may determine. District 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 District 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 District 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 District shall discuss the contemplated changes with the Union. Management officials retain the right and obligation, according to District Board policy, to do the following:

- Direct Employees covered by this Agreement.
- Hire, promote, demote, assign, and retain Employees covered by this Agreement 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 unit are to be conducted.
- Discuss with the Union effecting changes in personnel practices that are of concern to Employees within the unit.

**Section 11.2** Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically enumerated.

**ARTICLE 12 NO-STRIKE AGREEMENT**

**Section 12.1** There shall not be authorized any strike, slowdown, or any other stoppage of work by the Union, regardless of whether an unfair labor practice is alleged. The District shall not lock out any Employee covered by this Agreement. Should a strike, slowdown or stoppage by Union members occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

**ARTICLE 13 DISCIPLINE/DISCHARGE**

**Section 13.1** The District 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 the 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, insubordination, intoxication or impairment on duty due to drugs or alcohol, sexual misconduct, verbal or physical abuse and/or issues of parallel magnitude.

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 twenty (20) calendar days of the District's knowledge of the violation claimed by the District 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 District will conduct all disciplinary investigations in a timely manner.

**Section 13.2** Disciplinary actions shall be immediately removed from the Employee's personnel file if the complaint is determined to be unfounded.

**Section 13.3** The issue of just cause shall be resolved in accordance with the grievance procedure of this Agreement.

#### **ARTICLE 14 GRIEVANCE PROCEDURE**

**Section 14.1** **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 14.2** **Grievance Steps** - Grievances may be processed as hereinafter provided.

**Section 14.2.1** **(Step 1) Informal Procedure, Oral Discussion** - The Employee shall first discuss the alleged grievance with the Administrator of the school where the Employee primarily works. 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 Union representative present during this discussion.

**Section 14.2.2** **(Step 2) Grievance Reduced to Writing** - If no settlement has been reached at Step 1, the Employee and/or his/her designated Union representative may advance the grievance to Step 2, reducing the grievance to writing on a form provided by the Union, and presenting same to the Principal of the school where the Employee primarily works. The written statement of grievance must be so presented within ten (10) 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 14.2.2.1** 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 Principal or his or 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 Union. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Union shall be given an opportunity to attend.

**Section 14.2.2.** 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 Union representative.

**Section 14.2.3** **(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 Union representative may advance the grievance in appropriate form to the office of the Assistant Superintendent within ten (10) calendar days of receipt of the written disposition of grievance given by the Step 2 administrator. After such submission,

the Assistant Superintendent or his/her designee shall have ten (10) calendar days to attempt to resolve the grievance. Within that time the Assistant 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 Union. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Union shall be given an opportunity to attend.

**Section 14.2.4** **(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 Assistant Superintendent's decision. The District and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the District and the Union are not able to agree upon an arbitrator within ten (10) work days after receipt by the District 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 name 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 14.2.5** Nothing herein shall prevent an Employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

**Section 14.2.6** The expenses of the arbitrator and the cost of any hearing room, unless such are paid by the State of Washington, shall be borne equally by the parties. 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 14.2.7** 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 14.3** **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 District; however, such retroactivity shall be extended to a period equal to any statutory limitation that may be applicable.

**Section 14.3.1** In arriving at any disposition or settlement, the parties shall have the authority to alter this Agreement upon mutual consent.

**Section 14.3.2** The District shall not discriminate against any individual Employee or the Union for taking action under this Article.

**Section 14.3.3** Discussion in the handling of grievances, formally or informally, shall take place whenever possible on school time.

**Section 14.3.4** This grievance procedure shall not apply to any grievance arising prior to its adoption by the parties.

**Section 14.3.5** 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 District to take the required action within the times provided shall entitle the grievant to proceed to the next step of the grievance procedure.

**ARTICLE 15 SAVINGS CLAUSE**

- Section 15.1** 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 15.2** 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 15.3** In the event either Section 15.1 or 15.2 is determined to apply to any provision of this Agreement, such provision shall be renegotiated.

**ARTICLE 16 CONTRACTING OUT**

- Section 16.1** If a condition arises that necessitates the contracting out of work that is normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, that the District shall have the right to make the final decision regarding subcontracting.

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

**ARTICLE 17 TERM**

- Section 17.1** This Agreement shall be in full force and effect from September 1, 2017 through August 31, 2020.
- Section 17.2** Not less than sixty (60) days prior to August 31, 2020 the District and the Union shall meet for the purpose of negotiating amendments to any and all provisions contained within this Agreement.
- Section 17.3** All provisions of this Agreement shall be applicable to the entire term of this Agreement, and all terms and conditions of this Agreement shall be retroactive to September 1, 2017.
- Section 17.4** This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.


**ARTICLE 18 WAIVER AND COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union voluntarily and unqualifiedly waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject 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.

International Alliance of Theatrical Stage  
Employees, Moving Picture Technicians,  
Artists and Allied Crafts of the United States,  
its Territories and Canada, AFL-CIO, CLC,  
Local No. 15

LAKE WASHINGTON SCHOOL DISTRICT  
No. 414 BOARD OF DIRECTORS

Date November 14th, 2017

By   
IATSE, Local No. 15

Date November 20, 2017

By   
School Board Chairperson

By   
School Superintendent