

Agreement by and between

**Lake Washington School
District #414**

**&
IATSE, Local No.15 (Theater
Managers)**

2017-2020

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 Employer or 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 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 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, pursuant to a contract for the District 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 pursuant to a contract for the District for at least twenty (20) hours of work per week for each week of the calendar 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.

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 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.

ARTICLE 1 RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 The Employer hereby recognizes the Union as the exclusive representative of all full-time and regular part-time Theater Managers of the District, excluding confidential employees, supervisors and all other employees, and the Union recognizes the responsibility of representing all such employees.

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 thirtieth (30th) day 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.

- Section 2.1.2** When an employee fails to fulfill the afore-referenced obligation, the Union shall provide the employee and the Employer 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 Employer 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 Employer shall notify the Union of all newly hired Theatre Managers subject to this Agreement within thirty (30) calendar days after their first day of hire. The Employer 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 Employer shall deduct the Union dues from the pay of all such employees covered by this Agreement. The Employer shall transmit all such funds deducted to the Union on a monthly basis.
- Section 2.3.1** The Employer 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 Employer 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 Employer for all legal fees incurred by the Employer 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 Administrator 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 Employer 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 Employer, 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 Employer 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 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 bargaining unit.

Section 4.2 Upon request, the Employer 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 Employer 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 ninety (90) workdays. Within the first ninety (90) workdays of employment or less, the employee shall be evaluated by the Administrator of the school where the employee primarily works or his/her designee. An employee who fails this evaluation shall be terminated and the termination will not be subject to the grievance procedure provided in this Agreement.

Section 5.2 Prospective employees will be required to comply with the District's standard hiring process for professional and technical employees. The District retains sole discretion to determine and evaluate necessary qualifications for hire and to select employees for hire.

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 Manager unit shall have the right to bump a less senior Theater Manager in a layoff. The bumped Theater Manager will be eligible to join the Theater Technician bargaining unit.

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.

ARTICLE 6 WORK SHIFTS

- Section 6.1** The normal work schedule shall consist of thirty-five (35) contracted hours per week, to be worked as directed by the Administrator of the school where the employee primarily works. Hours worked in excess of thirty-five (35) per week shall be approved in advance by the Administrator of the school where the employee primarily works.
- Section 6.2** The work shift (starting and ending times) will be proposed by the Employee, pending approval by the Administrator. Normal work day shifts may be flexed due to the needs of the Theater.
- 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 Employer.
- Section 6.5** Each employee shall be given a thirty (30) minute unpaid, uninterrupted meal period 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.
- Section 6.6** All hours worked in excess of forty (40) hours in any one (1) week 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 primarily works. "Incidental overtime" occurs when a normal work assignment goes beyond the end of a shift because of unforeseen problems.

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
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

- Section 7.1.1** Holidays set forth above 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** An employee who does not work on holidays recognized in Section 7.1 shall receive pay equal to his or her normal daily work shift at his or her base rate of pay in effect at the time the holiday occurs, provided:
- The employee shall have worked not less than one-half (1/2) of the workdays during the calendar month in which the holiday falls.
 - 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 Administrator of the building where the employee primarily works or his/her designee.

- 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 or her probationary period.
- The employee shall not be on an 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 one and one half (1.5) 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 holiday shall not count as a vacation day against the employees' accrued vacation hours.

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 shall accrue one-point-eight-three-three (1.833) prorated vacation days per each month of compensated employment to a maximum of twenty-two (22) vacation days per year.

Section 8.1.3 Employees shall receive pay for vacation equal to seven (7) hours at the employee's straight time rate for Regular Full-Time employees, with a pro-ration of this amount for Regular Part-Time employees based on their contracted weekly hours. Vacation time shall not count as hours worked for any purpose.

Section 8.2 Vacation shall be scheduled at the request of the employee, subject to the approval of the Administrator in the building where the employee primarily works. 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 the following fiscal year, the employee shall be paid for the unused vacation time at the regular rate of pay. Vacation time shall be cumulative up to eighty-eight (88) hours annually; provided, however, that the employee has not been denied in writing his or her vacation during the current year. 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 Administrator ten (10) work days' 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) work days' 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 Regular Full-Time employees shall receive twelve (12) days of Sick Leave per year, to be added to the employee's Sick Leave balance in September of each year. Sick Leave accrual will be pro-rated for Regular Part-Time employees. Unused Sick Leave shall accumulate from year to year, up to a maximum number equal to the employee's contracted days in the current year assignment while employed by the District.

Section 9.1.2 Employees shall receive pay for Sick Leave equal to seven (7) hours at the employee's straight time rate for Regular Full-Time employees, with a pro-ration of this amount for Regular Part-Time employees based on their contracted weekly hours. Sick Leave time shall not count as hours worked for any purpose.

Section 9.1.3 The Employer reserves the right to request a doctor's certification of illness and/or injury.

Section 9.1.4 For absences in excess of five (5) consecutive days, a doctor's certification of illness or injury must be on file with the Human Resources Department if payment for Sick Leave is to be allowed.

Section 9.1.5 Employees whose employment terminates for any reason, including resignation, shall lose the benefit of accumulated days of Sick Leave, except for retirement purposes in accordance with statutory law.

Section 9.1.6 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 transfer of such sick leave.

Section 9.1.7 In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of the Washington State Industrial Insurance Law, the employee may elect to have the Employer deduct from accrued Sick Leave an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the straight-time amount the employee would otherwise normally have earned for each work day (i.e., seven (7) hours for each day of work covered by the industrial injury). This payment option shall cease upon exhaustion of the employee's accumulated Sick Leave.

Section 9.1.8 Employees who incur an on-the-job injury may be required to perform "light duty" work if such is available.

Section 9.2 **Bereavement Leave** - In the event of a death in the Immediate Family/Household of a Regular Full-Time or Regular Part-Time employee, an absence of up to five (5) consecutive workdays may be permitted per event for employees covered by this Agreement. An employee must notify the Administrator of the building where

the employee normally works no later than fourteen (14) calendar days after the immediate family/household member's death requesting use of this leave. Exceptions to this timeframe may be approved due to extraordinary circumstances. Compensation shall be seven (7) hours at the employee's straight time rate for Regular Full-Time employees, with a pro-ration of this amount for Regular Part-Time employees based on their contracted weekly hours. Time spent on Bereavement Leave shall not count as hours worked for any purpose.

Section 9.3

Discretionary Leave - All employees shall be allowed three (3) days off work with pay as Discretionary Leave per year. Pay for a Discretionary Leave day shall be equal to seven (7) hours at the employee's straight time rate for Regular Full-Time employees, with a pro-ration of this amount for Regular Part-Time employees based on their contracted weekly hours. An employee wishing to use Discretionary Leave must request it as soon as possible and in no case less than five (5) days in advance of the leave. The Administrator will approve or deny the leave request within five (5) days of receiving the request but no less than twenty-four (24) hours in advance, whichever is sooner. Unused Discretionary Leave days shall not be carried over from year to year. Time spent on Discretionary Leave shall not count as hours worked for any purpose.

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 which are serious, essentially unavoidable and of importance, not one of mere convenience. Time spent on Emergency Leave shall not count as hours worked for any purpose. 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).

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 supervising Administrator 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 and vacation rights while on an approved Leave of Absence.
- Section 9.5.4** Vacation Leave, Sick Leave and other benefits shall not accrue while an employee is on an approved Leave of Absence.
- Section 9.5.5** The employee shall receive no credit for salary advancement while on a 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 or other applicable law.
- 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 Union 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 for any scheduled work days missed, at the rate of seven (7) hours at the employee's straight time rate for Regular Full-Time employees, with a pro-ration of this amount for Regular Part-Time employees based on their contracted weekly hours. If the employee is a plaintiff or a defendant in a case, there shall be no compensation but such employee may request an unpaid leave of absence for such purpose. Upon receipt of a jury summons or a trial subpoena, the employee shall immediately notify his/her 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**
- Section 9.7.1** Employees who are physically unable to perform the functions of their position for medical reasons may be placed on an unpaid 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 9.7.2** The employee shall notify his/her Administrator 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 detailing the need for and anticipated duration of the leave. 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 9.7.3** Expiration of the Temporary Disability Leave shall be the earlier of when the employee's attending physician confirms the ability of the employee to resume the duties of the assigned position or the time limits expressed in Section 9.7.1. 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, whose determination

shall control for all purposes under this Section 9.7, including eligibility to take leave and ability to return from it.

Section 9.7.4 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.

Section 9.7.5 An employee on approved Temporary Disability Leave shall retain accrued Sick Leave and Vacation benefits. Employees on Temporary Disability Leave may, at their option, use any accrued but unused Sick Leave or Vacation days in order to receive compensation accordingly.

Section 9.7.6 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.

Section 9.8 **Compliance with Laws** The Union recognizes the District's responsibility to comply with the requirements of federal and state laws regarding disability (including the Americans with Disabilities Act) and family medical leaves (including the Family and Medical Leave Act). Should any provision of this Agreement be in conflict with any federal or state laws regarding these topics, the laws will control.

ARTICLE 10 INSURANCE

Section 10.1 The Employer shall provide for all employees on a "full-time equivalent" (FTE) basis, a contribution equal to the state contribution per month (without deduction for the Health Care Authority) for each regular employee who works four (4) hours per day or more for the purchase of insurance. FTE shall mean an employee who is compensated for 1440 hours in a fiscal year. For each employee working four (4) hours per day or more, but less than full-time, insurance will be paid in proportion of the FTE. Such contribution shall first be used to pay the premium for full-family dental insurance, long-term disability insurance, term-life insurance, and full-family vision insurance. Life insurance will be provided in an amount equal to the employee's base salary rounded to nearest one-thousand dollars (\$1,000) up to a maximum of fifty-thousand dollars (\$50,000).

The balance of the contribution will be used for the actual cost of the medical premium. To ensure compliance with State Law, employees will be required to pay, per month, a minimum of eight dollars (\$8.00) for the cost of their medical insurance premiums for 2017-2018 and a minimum of nine dollars (\$9.00) for 2018-2020.

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, or long-term disability (LTD) insurance, etc.) for school district employees on a "full-time equivalent" basis.

Section 10.2 Any unspent balance from Section 10.1 shall be pooled among all regular FTE (based on 1440 hours) for payment of medical premiums, up to the actual cost, until the pool is exhausted; provided, however, under no circumstances shall such

distribution cause the Employer to be out of compliance with state statutes and regulations covering insurance benefits.

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

Section 11.3 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 11.4 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 11.5 The Employer 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 11.6 Effective September 1, 2017, the District shall increase the 2016-2017 salary schedule by ten percent (10%). 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 two percent (2.0%) AND by the state legislative determined COLA for school district employees for the 2019-2020 school year

ARTICLE 12 MISCELLANEOUS

Section 12.1 **Safety Equipment and Apparel** – The Employer shall determine and provide employees 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.

Section 12.1.1 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 12.2 **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 Employer.

Section 12.3 **Labor/Management Meetings** – The Employer 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 12.4 **Jurisdiction** - The Union agrees that it will not be a violation of this Agreement if Theater Technicians perform work otherwise or traditionally done by Theater Managers.

Section 12.5 **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 12.6 Each Theater Manager shall be provided a functional work station including a desk, a computer and a telephone within close proximity to the Theater.

Section 12.7 **Professional Development** - Every year each employee will have \$350 available for the following purposes:

- compensation for working additional time at the employee's hourly rate; or
- professional learning materials, additional professional organization dues, conference registration and/or travel expenses, and/or tuition reimbursement.

Employees must make an election on the use of this fund by October 25. If no election is made, the fund will be applied towards compensation. Use of this fund for reimbursement is applicable only when related to the employee's current or potential assignment. Materials purchased will remain the property of the District but may be taken with the employee to their new work location should they transfer within the District.

In addition, the Director of School Support (DSS) assigned as the CLT Theater Management Oversight and Building Administrators shall develop a process to determine equitable access to allow one employee per year to attend a state or national conference that will benefit the District and the professional development of the bargaining unit employees. Funding of this conference is in addition to the \$350 Professional Development money identified above, and will be for mileage, meals (in accordance with IRS guidelines), registration, airfare and hotel costs where applicable. The DSS will be the final approval authority.

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 Union. 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 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 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 Union, 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 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 15 DISCIPLINE/DISCHARGE

Section 15.1 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 Employer'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 investigation 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 the immediate supervising 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 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 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 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 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 16.2.2.2 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 16.2.3 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 Union representative.

Section 16.2.4 **(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 16.2.5 **(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 Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) work days 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 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 16.2.6 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 16.2.7 The expenses of the arbitrator, 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 16.2.8 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, the parties shall have the authority to alter this Agreement upon mutual consent.

Section 16.3.2 The Employer shall not discriminate against any individual employee or the Union 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 grievant 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 CONTRACTING OUT

Section 18.1 If a condition arises that necessitates 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 Employer shall have the right to make the final decision regarding subcontracting.

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 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 19 TERM

Section 19.1 This Agreement shall be in full force and effect from September 1, 2017 through August 31, 2020.

Section 19.2 Not less than sixty (60) days prior to August 31, 2020 the Employer and the Union shall meet for the purpose of negotiating amendments to any and all provisions contained within this Agreement.

Section 19.3 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 19.4 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.


ARTICLE 20 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  By
IATSE, Local No.15

Date November 20, 2017


School Board Chairperson

By 
School Superintendent